

AGENDA
COMMUNITY REDEVELOPMENT AGENCY
REGULAR MEETING
TUESDAY, FEBRUARY 12, 2019 - 5:30 PM

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE WITH REGARD TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDING, AND FOR SUCH PURPOSE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

LOBBYIST REGISTRATION IS REQUIRED. PRIOR TO ENGAGING IN ANY LOBBYING ACTIVITIES, WHETHER OR NOT COMPENSATION IS PAID OR RECEIVED IN CONNECTION WITH THOSE ACTIVITIES, EACH LOBBYIST SHALL FILE WITH THE CITY CLERK AN ANNUAL REGISTRATION STATEMENT AND PAY AN ANNUAL ONE HUNDRED DOLLARS (\$100.00) REGISTRATION FEE FOR EACH PRINCIPAL OR EMPLOYER. REGISTRATION FORMS ARE AVAILABLE ON THE CITY WEBSITE: WWW.DANIABEACHFL.GOV. (ORDINANCE #2012-019)

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE CITY CLERK'S OFFICE, 100 W. DANIA BEACH BOULEVARD, DANIA BEACH, FL 33004, (954) 924-6800 EXTENSION 3624, AT LEAST 48 HOURS PRIOR TO THE MEETING.

IN CONSIDERATION OF OTHERS, WE ASK THAT YOU:

- A. PLEASE TURN CELL PHONES OFF, OR PLACE ON VIBRATE. IF YOU MUST MAKE A CALL, PLEASE STEP OUT INTO THE ATRIUM, IN ORDER NOT TO INTERRUPT THE MEETING.
 - B. IF YOU MUST SPEAK TO SOMEONE IN THE AUDIENCE, PLEASE SPEAK SOFTLY OR GO OUT INTO THE ATRIUM, IN ORDER NOT TO INTERRUPT THE MEETING.
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1. CALL TO ORDER/ROLL CALL

2. CITIZEN COMMENTS

Addressing the Commission: Comments by Dania Beach citizens, or other interested parties that are not part of the regular agenda, may be made during each Commission meeting during the period set aside for "citizen comments." A thirty (30) minute "citizen comments" period shall be designated on the agenda for citizens and interested persons to speak on matters not scheduled on that day's agenda. Each speaker shall be limited to 3 minutes for his or her comments. Persons desiring to speak during the citizen comment period shall inform the City Clerk prior to the beginning of the meeting of their intention to speak. If more than 10 speakers express a desire to speak, the Commission shall determine, on a meeting by meeting basis, whether to (a) extend the time allotted for citizen comments to accommodate all speakers, or (b) whether to limit the number of speakers or amount of time per speaker. A speaker's time shall not be transferable to another speaker.

3. ADMINISTRATIVE REPORTS

1. Arts & Seafood Celebration Update
2. Administrative Report

4. PRESENTATIONS

1. Rebranding Advertising Campaign Concepts - Mad4Marketing
2. Rebuilding Together Broward County, Inc. - Mr. Robin Martin, Executive Director

5. CONSENT AGENDA

1. Minutes:
Approve Minutes of the January 22, 2018 CRA Board Meeting

2. Travel Requests:

Request from Rickelle Williams, CRA Executive Director, to attend the Safe Streets Summit 2019 in Miami, Florida, on February 25-26, 2019 (Estimated cost \$320.20)

Request from DeAndrae Spradley, Economic Development Manager, to attend the Safe Streets Summit 2019 in Miami, Florida, on February 24-26, 2019 (Estimated cost \$827.21)

3. RESOLUTION NO. 2019-CRA-001

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING EXECUTION OF AN AGREEMENT WITHOUT COMPETITIVE BIDDING WITH REBUILDING TOGETHER BROWARD COUNTY, INCORPORATED, A FLORIDA NOT FOR PROFIT CORPORATION, TO PROVIDE HOME REPAIR AND IMPROVEMENT SERVICES IN CONNECTION WITH THE AT HOME DANIA BEACH RESIDENTIAL REVITALIZATION PROGRAM IN AN AMOUNT NOT TO EXCEED EIGHTY THOUSAND DOLLARS (\$80,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

4. RESOLUTION NO. 2019-CRA-002

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA, ADOPTING A SECOND MORTGAGE LOAN AGREEMENT AND PROMISSORY NOTE IN CONNECTION WITH THE FIRST-TIME HOMEBUYER PROGRAM WITHIN THE AT HOME DANIA BEACH RESIDENTIAL REVITALIZATION PROGRAM; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

6. PROPOSALS AND BIDS

7. DISCUSSION AND POSSIBLE ACTION

1. RESOLUTION NO. 2019-CRA-003

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT AND SPECIAL WARRANTY DEED WITH MIAMI-DADE AFFORDABLE HOUSING FOUNDATION, INC. D/B/A AFFORDABLE HOUSING DEVELOPMENT SOLUTIONS, A FLORIDA NOT FOR PROFIT CORPORATION, TO PROVIDE FOR THE DEVELOPMENT OF SINGLE-FAMILY AFFORDABLE

HOUSING IN CONNECTION WITH THE AT HOME DANIA BEACH
RESIDENTIAL REVITALIZATION PROGRAM; PROVIDING FOR CONFLICTS;
FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

8. BOARD MEMBER COMMENTS

9. INFORMATION ITEMS

10. ADJOURNMENT

Memorandum

To: Chair, Vice Chair and Board of Commissioners
From: Rickelle Williams, Executive Director
Date: February 12, 2019
Re: **2019 Arts and Seafood Celebration Update**

The CRA is currently working on preparations for the 7th Annual Dania Beach Arts and Seafood Celebration (A&SC) taking place March 30-31, 2019 at Frost Park. The following is an update on the event:

Event Cancellation Insurance

Given the circumstances of the 2018 Arts and Seafood Celebration, the CRA has purchased Event Cancellation Insurance for Adverse Weather, Windstorm, and Terrorism Risk has been purchased for the event with coverage of \$130,000.00 for each category. The cost is \$2,765.

Sponsorship

Dania Pointe/Kimco (Presenting Sponsor)	\$10,000.00
Casino at Dania Beach (Stage Sponsor)	\$ 5,000.00 +Free Event Parking
Tobacco Free Florida	\$ 2,500.00
Waste Management	\$ 500.00 +Three20-yard dumpsters & 40 Waste Boxes
AARP	\$ 500.00
Total	\$18,500.00

Kick Off Party - March 14, 2019

The Kickoff Party will be held at the Frost Park Recreational Center on March 14, 2019 from 6:00 PM to 8:00 PM. As is customary, the CRA uses this event to express our appreciation for the time and commitment from event volunteers. We will also unveil the 7th Annual Arts and Seafood Celebration Poster which was created by Artist Gina Santa Maria-Debevec. Gina is originally from Buffalo New York. She is self-taught and mainly works in acrylics, pastels & colored pencil. One of her passions is caricatures which she practices in her down time from her busy job as a flight attendant.

Performance Art Theater

Performance Art takes center stage this year with live art being done center-field. Our artists will paint a Diorama-style scene live over the two days and this is anticipated to be a major attraction for our patrons. Participating artists are already being featured on the A&SC website including Marcos Conde, Rebeca Pinto Bottone, Nate Dee, and Will Simpson.

Skate Park Art Contest

We are staging a Paint Off contest in the Skate Park area. Performance artists from past Arts and Seafood Celebrations will be invited to return and compete in the two-day contest. We are inviting the public to judge the competition from their smartphones over the two days.

On Saturday, March 30th, day one of the contest, each artist will have a 13'x13' space to create artwork on the floor of the skate park. They will have 12 hours of creative time starting from 10:00 AM to 6:00 PM Saturday and 12:00 PM to 4:00 PM on Sunday. Each piece will be judged by the public using a text-to-vote system. Winners will be announced at 5:00 PM on Sunday and the audience will pick the best three (3) artists to win a cash prize.

All art work will remain on display as public art at the skate park until it naturally fades away. We will be documenting the contest to be used for promotional purposes.

Cash prizes will be as follows to the winners: 1st Place \$400.00; 2nd place \$250.00; and 3rd place \$175.00

All participating artists must have performed in the Dania Beach Arts and Seafood Celebration over the past six years. Artists may use brush or spray paint during the event, creating a live exhibition for festival patrons to get a close look at the creative designs. Artists are encouraged to use their skills and attempt three dimensional-looking pieces for this event.

Art Show

The Art Exhibition show is juried and interested artists and crafters must register through the Arts and Seafood Celebration website. We have opened online applications for artists and crafters to register. Over 40 artists have already registered. Artists are being charged the following fees:

Jury Fee	\$15	Double Street Booth	\$500
Street Booth single	\$250	Double Park Booth	\$550
Park Booth single	\$275	Additional fee for a corner booth	\$50

Artists Awards

A panel of judges will review all artists and crafters on the first day of the show to award \$1,500.00 in cash prizes as follows:

1 Best of Show	\$ 500.00
4 Honorable mentions	<u>\$1,000.00 (\$250.00 each)</u>
Total	\$1,500.00

Food and Beverage Concession

The Food and Beverage Concession agreement has been finalized with Professional Concessions Inc. The Food Vendor application (attached) is on the website and interested vendors are welcome to apply. The application window closes on February 20, 2019. A completed application does not guarantee acceptance into the event.

Chef Showcase

Chef Johnny Alarcon, of the Luxe Gourmet Buffet at the Casino at Dania Beach will be this year's lead Chef for our Chef Showcase. Chef Alarcon will demonstrate his international flair and experience through some of his favorite recipes to delight patrons. Joining him will be Artist and Chef, Mark Cameron, producing Jamaican Flavors, Chef Dherlie Guirand, of Kiskeya Farms with Haitian style flavors and Shanna Benson, of Benson's Bakery will demonstrate secrets of creating great desserts. Visit the A&SC website to view chef profiles.

Promotion

We have engaged Quest Public Relations to work on public relations and advertising for the event. They will be promoting the event to create and increase community and regional awareness of activities featured in the Arts and Seafood Celebration through press releases and advisories, digital media, calendar listings, invitations, and paid media. Our major Social Media postings and boosts will start 45 days before the event.



Location: Frost Park, 300 NE Second Avenue, Dania Beach, FL 33004
Date: March 30-31, 2019
Hours: Saturday 11am-8pm and Sunday 11am-6pm
Projected Attendance: 20,000-22,000
Setup: Friday, March 29, 2019 9am-4pm
Admission is Free

The 7th Annual Dania Beach Arts & Seafood Celebration is one of the major spring festivals in South Florida and provides an opportunity to introduce South Florida residents and visitors to the renaissance of Downtown Dania Beach. The weekend will include delicious food, talented artists and great entertainment. This year the food concession space will be scaled back to benefit vendor sales so you are encouraged to apply early.

2019 Dania Beach Arts & Seafood Festival Vendor Application

Vendor Name _____

Contact Name _____

Mailing Address _____ City _____ State _____ Zip Code _____

Cell Number _____ Fax _____

E-mail _____ Website _____

References: Event _____ Contact Name and Number _____

List of items you wish to sell and pricing one item must be under \$10 (include an attachment if necessary to include all items)

_____	Price: _____
_____	Price: _____
_____	Price: _____
_____	Price: _____

Electric _____ Yes _____ No _____ Amps _____ (Standard 110V available)

Check type of set up: _____ Tent (number of 10x10 spaces required) _____ Food truck/trailer

Will you use propane _____ Yes _____ No _____ If yes, attach a drawing/sketch of your layout identifying your cooking equipment and placement of propane tanks, including tank sizes being used at the festival. **This must be included with the application.**

Payment and Terms: All food vendors must have prices displayed and posted prices remain the same throughout the festival. All food vendors must have one food item under \$10. **The participation fee of this event is 25% of total sales.** A deposit of \$250 is required for a cart location, \$400 per 10x10 tent location and \$400 per Food Truck location. The deposit must accompany application. The **deposit is to hold your space** and will be applied as a credit against your 25% of gross weekend sales. No tickets will be accepted- all vendors must have a point of sale system such as Square, clover, or cash register and produce documentation of sales. Vendors must report Saturday sales in order to open on Sunday. Please report Sunday sales prior to leaving to ensure return of deposit and reconciliation with any amount due.

Food trucks and trailers spaces are limited. Interested parties are encouraged to call 561-644-1431 or email us at Kathypeterson48@hotmail.com to confirm space early.

A \$200 refundable cleaning deposit is required and will be returned no later than 7 days following the event and satisfactory cleanup approval by City of Dania Beach.

Vendor Initials _____

FOOD & BEVERAGE VENDOR REQUIREMENTS AND INFORMATION

Menu: All food vendors must submit a full menu with pricing for approval. It is the mission of the festival to provide a wide variety of great tasting, fresh, quality seafood and minimal non-seafood entrees' items in good portions and fair prices for our patrons. The committee will strive to make the Seafood Festival a highly beneficial experience for our vendors so that we maintain a long and mutually rewarding relationship. All vendors must stick to their menu items. Beverage sales are strictly prohibited without prior consent from Professional Concessions Inc. We require at least one menu item under \$10 and encourage some items under \$5 making it more affordable for attendees to try a TASTE from as many vendors as possible.

Social Networking: Vendor agrees to promote the event and their attendance on their social networking pages including but not limited to Facebook, Twitter, Instagram on a weekly basis beginning at least 6 weeks prior to the event.

Application: Submit application, supporting documents and payment (payable to Professional Concessions) via email or fax when paying with a credit card please call 561-644-1431 or email Kathypeterson48@hotmail.com for an authorization form. When paying with check, please mail to Professional Concessions Inc., 9067 Southern Blvd. West Palm Beach, FL 33411. The application deadline is February 20, 2019.

Insurance: All food vendors shall provide Professional Concessions Inc. proof of the following minimum insurance immediately after acceptance into the show from an insurance company providing coverage in the state of Florida.

The requirement are: 1,000,000 General Aggregate, 1,000,000 each occurrence and 50,000 fire/legal liability

- Workman's compensation **or** Hold Harmless Release. Automobile Liability Insurance is also required.
- Additionally Insureds Must Include: Dania Beach CRA, 100 W Dania Beach Blvd., Dania Beach, FL, 33004; City of Dania Beach, 100 W Dania Beach Blvd., Dania Beach, FL 33004; Standing Ovations LLC, 1101 Florida Ave. #29, WPB, FL 33401 and Professional Concessions Inc., 9067 Southern Blvd. West Palm Beach, FL 33411

Requirements for Operating Food Concessions:

1. Electric - all extension cords must be at least 12/3/W, and not have any patched, frayed, exposed or otherwise improper repairs. We suggest a 100' cord per circuit needed. All other wiring and connections will be inspected and must be properly grounded and to code.
2. Propane cooking tanks must have a 10' hose, which then can be laid on the ground at least 6' away from the cooking appliance.
3. Propane tanks must have a shut off valve, and the cooking equipment must have a shut off valve. All propane must be inspected before operating at the event.
4. Fire Extinguisher must have a current inspection tag on a 40lb BC rated tank. **If cooking with grease, booth must have Class K extinguisher.** All tanks must have current tag.
5. All vendors must have a Fire Retardant certification and provide ground cover under all cooking areas.
6. Vendors must supply their own equipment to properly vend products being sold.
7. Vendor agrees to produce, at their own expense, any and all state, county and/or city licenses which may be required, including but not limited to the Health Department permits. Vendor further agrees to comply with all local regulations and be responsible for any and all government taxes.
8. If Vendor uses oil, used oil must be removed and legally disposed of. Vendor understands that dumping of cooking grease or oil on event site will result in fines and cleanup costs at their sole expense.
9. Should any dispute result requiring adjudication, all parties agree to resolution in Broward County, Florida.
10. Vendor understands that there are no refunds once accepted into the show.
11. Vendor has read the Dania Beach Fire Department requirements and agrees to comply with all terms and conditions.

NOTE:

- **Inspections:** Inspections will be 4:00 pm on Friday, March 29, 2019. All food vendors must pass the inspections in order to open to sell food. The fire marshal, electrical inspector, and health department inspector will perform inspections.
- **Parking:** There is vendor parking near the festival area. Stock vehicles will not be allowed in the Festival area.
- **Electrical:** Dedicated circuit at booth for 15amp/110V max per circuit. 220V/30-50 amp service may be available upon request. You must provide your own 50-100ft 12/3 electrical cords. NO CLIP ON LIGHTS. Heat lamps must be indicated as they need individual circuits.

Contact Information: Kathypeterson48@hotmail.com cc: Maddison@professionalconcessions.com Kathy 561-644-1431

Application Deadline: February 20, 2019.

Category		Tax at 6.5%	Amount
10x10 Food Booth Location	\$400 per 10 x 10 location space		
Food Cart	\$250 per cart space		
Food Truck/Trailer	\$400 per Truck/Trailer		
Cleaning Deposit	Per vendor		\$200
TOTAL			

Mail checks, cashiers check or money order payable to Kathy Peterson vending 5198 2nd Road Lake Worth F.L. 33467

- enclosed (check # _____)

ACH info is available upon request. Credit Cards are accepted subject to a 3.5% processing fee.

Name on Credit Card _____ CVV _____ Credit Card # _____

Expiration Date _____ Zip Code _____

I understand that payment is nonrefundable upon acceptance into the Festival.

Signature _____ Date _____

When paying with a credit card, email kathypeterson48@hotmail.com

CHECKLIST OF ITEMS TO INCLUDE WITH APPLICATION

COMPLETED & SIGNED APPLICATION AND PAYMENT

BOOTH DRAWING INDICATING PROPANE AND GRILLS & SIGNED FIRE DEPARTMENT GUIDELINES

ELECTRICAL REQUIREMENTS

CERTIFICATE OF INSURANCE WITH ADDITIONALLY INSURED

HOLD HARMLESS AGREEMENT OR WORKERS COMPENSATION CERTIFICATE

MENU OF ITEMS TO BE SERVED

By signing below I accept the terms and conditions contained in this application and agree to comply.

Vendor Signature

Date

FOR QUESTIONS EMAIL [Kathypeterson48@hotmail.com](mailto:kathypeterson48@hotmail.com)

Vendor initials _____

DANIA BEACH FIRE DEPARTMENT REQUIREMENTS FOR FOOD VENDORS

Fire extinguishers: Fire extinguishers must be supplied for each tent, canopy, cooking appliance and stage. They must be accessible from anywhere in the tent or on the stage without having to travel any further than 75 feet for access. Extinguishers must be easily accessible and not obscured from view. Fire extinguishers must be commercial "ABC Multi-Purpose" (minimum 5lbs.) fire extinguishers that are currently certified and tagged by a State of Florida licensed company.

Gas Grills: (other than those with a UL Listing and typically bought at Home Depot, Lowes, etc. for home grilling, non-commercial use) must be permitted and pass a fire inspection and drop test (performed by a licensed Gas Company). Obtain permits from the City of Dania Beach Building Department.

LP Gas Containers: Must be secured in an approved method and cordoned off from patron access in an approved method. The LP Gas containers must be a minimum of 10 feet from any heat source or open flame. "NO SMOKING" signs shall be posted at all LP Gas Container locations.

Grease Frying Areas must have a Class K Fire Extinguisher that is currently certified and tagged by a State of Florida licensed company. All grease fryers must be secured in an area located away from the general public access.

Food Trucks that utilize cooking appliances for foods that create grease-laden vapors must be equipped with a currently certified and tagged Automatic Fire Suppression System and must pass a fire inspection and drop test (performed by a licensed Gas Company) prior to use.

Tents:

- ☐ Flame resistive label or paperwork identifying this information
- ☐ No smoking signs posted
- ☐ Fire extinguisher located in canopy area with signage
- ☐ Power cords are not passing in front of exit/entry points

Cooking Areas must be sectioned off from the public. There must be a barrier between cooking equipment and public access.

Vendor Signature

Date _____

Vendor Initials _____

BROWARD SHERIFF'S OFFICE DEPARTMENT OF FIRE RESCUE		Operations Order Number
STANDARD OPERATING PROCEDURES AND GUIDELINES		
FOOD TRUCK INSPECTION	Effective Date: 01/01/2019	Rescinds:
Application: Fire Marshalls Office	Authorized by:	

I. Purpose

To develop a consistent and easily recognizable method to inspect food trucks prior to any event consistent with NFPA 1192, 2011 Edition.

II. Scope

The information applies to all FMO personnel.

III. Responsibility

It shall be the responsibility of all FMO personnel to follow the inspection process for Food Truck inspection.

IV. Overview

General

1. General liability insurance.
2. Vehicle registration/tag.
3. Auto liability insurance.
4. Product liability or completed operations insurance.
5. Workers comp.
6. Florida Department of Business Regulation Division of Hotels and Restaurant license (state license, state inspection report and employee id card).
7. Copy of business tax license.
8. Check for access for emergency vehicles, fire hydrants and unobstructed public ways to allow free escape at all times.

Vendor Initials _____

9. 10 feet separation between food trucks and located on asphalt and concrete surface to prevent the leaking of fluids from burning or contaminating the ground.
10. Fire support system (currently dated and tested within the last 6months by a licensed fire equipment company certified by the state of Florida).
11. Range hood inspection report (type 1 grease laden vapors and type II other).
12. Exhaust hood and filters are cleaned with a current sticker/tag indicating that it has been properly and professionally cleaned.
13. Check cooking line that all cooking equipment is installed correctly and residential listed equipment are not permitted to be used.
14. A wet chemical class 2A:K fire extinguisher shall be provided with every UL-300 system and a multipurpose dry chemical class 2A:20BC fire extinguisher shall be provided for other use than the kitchen area. All fire extinguishers shall be in date within the year and certified by a Florida state approved company and all personnel shall be trained in the use.
15. Propane tanks, hoses and fittings shall be free from leaks and are subject to inspection from a LP technician with approved documentation from LP technician.
16. Propane tanks shall be place a minimum of 5 ft. from any source of ignition and 10 ft. away from a commercial grill and secured to an immovable object with chain or ratcheting tie downs.
17. LP tanks shall only be used for approved equipment.
18. "NO SMOKING" sign next to or directly above the propane cylinder and visible to the public.
19. DOT approved LP tanks must be mounted at a minimum height of 46 inches above the ground. DOT approved rear bumper.
20. Shall be equipped with a working carbon monoxide that meets the standard set forth in NFPA 1192 2011 edition and equipped with a leak indicator according to 2011 NFPA 1192 (for food trucks built 2011-present) smoke alarm for all others.
21. Generators shall have a UL listing.
22. An approved fire extinguisher with a minimum 2A:20-BC shall be kept close to the generator and serviced within the last year.
23. Once started, portable generators shall be capable of running continuously, without refueling, for the entire length of the event as long as the event is open to the public. Refueling a hot portable generator, or the storage of fuel on site, shall not be permitted. Exception- Fire Marshal present at generator and approves.
24. All generators shall be ground fault protected.
25. All generators shall be located away from the public with a barrier installed.
26. All electrical cords shall be UL listed and weather tight.
27. Extension cords shall be maintained in good condition without splices, deterioration, or damage.
28. Extension cords shall be protected from being a tripping hazard.
29. Electric receptacles shall be ground fault protected and no open wiring splices.

Food Truck/Trailer Signature:_____

Date: _____

Vendor initials _____

**2019 DANIA BEACH ARTS AND SEAFOOD CELEBRATION
EVENT RELEASE AND HOLD HARMLESS AGREEMENT**

In exchange for permission granted to the Participant identified below by the City of Dania Beach, Florida ("City") and the Dania Beach Community Redevelopment Agency ("CRA"), such terms also including each of their elected and appointed officials, employees, agents, attorneys, and all persons and entities directly or indirectly associated with them in connection with the "2019 Dania Beach Arts and Seafood Celebration" Event ("Event") promoted by the CRA, which is to be held at Frost Park in the City of Dania Beach on March 30 and March 31, 2019, and for other good and valuable consideration, the adequacy and receipt of which are acknowledged and agreed upon, the Participant and the Participant's successors, assigns, agents, representatives, attorneys, and any person and any entity of any kind claiming by, through or under him or her, remise, release, acquit, satisfy and forever discharge both City and CRA from every and any manner of action and actions, cause and causes of action, damages, suits, claims and demands whatsoever, whether known or unknown, in law or in equity, which Participant ever had, now has, or which Participant or anyone claiming by, through or under Participant subsequently can, shall or may have against either or both City and CRA, upon or by reason of any matter, cause or thing whatsoever, specifically including, but in no way limited to the City's/CRA's own negligence and all matters arising from or relating to the authorization granted by both City and CRA to Participant for permission to participate in the Event, whether or not Participant is allowed or paid by anyone (including the CRA) to provide any services, things or items of any kind in connection with the Event. Participant also specifically agrees to hold harmless City and CRA from any claim, liability, damage, loss, (including, but not limited to any attorney fees, court costs or both) arising out of Participants participation in the Event.

It is further understood and agreed to by and between the parties identified in this Release and Hold Harmless Agreement that no promise, assurance, warranty, representation or agreement not expressed in this document has been made by the parties to it other than the Agreement between the CRA and Professional Concessions Inc., (a copy of which is attached and incorporated by this reference), and that the terms of this document are contractual and not a mere recital.

It is the intent of this Agreement to relieve the City and CRA from any liability whatsoever, including the City's/CRA's own negligence.

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

IN WITNESS OF THE FOREGOING, the undersigned executed this document on _____, 2019.

WITNESSES:

PARTICIPANT:

Signature

Signature of Participant (full legal name)

Print Name

Print Name

STATE OF FLORIDA)

COUNTY OF _____)

I CERTIFY that on _____, 2019, before me, an officer duly authorized in the State aforesaid, appeared _____, an individual, who is personally known to me, or who has provided _____ as identification, and who executed it and he/she acknowledged before me that he/she executed the same only for the purposes expressed in it.

NOTARY PUBLIC, State of Florida at Large

Print Name of Notary

My Commission Expires:

To: Chair, Vice Chair and Board of Directors

From: Rickelle Williams, Executive Director

Date: February 12, 2019

Re: **Administrative Report**

1. Broward Redevelopment Program Grant – Trion Project

The CRA has been recommended for a BRP grant for One Million Dollars (\$1,000,000.00). Broward County staff will develop grant award agenda item for consideration at the March 5, 2019 Broward County Commission Meeting. Once approved, County staff will then draft an Interlocal Agreement for approval by the County and CRA to be completed shortly thereafter.

2. Re-Branding Initiative Updates

- Water Tank Painting –CRA and City staff have received warranty documents and full and final payment is being processed.
- Signage – City Hall and Public Services exterior signs are being fabricated.
- Park and Recreation facility and neighborhood sign renderings are being developed to match entranceway signs.

3. City Center Redevelopment

- CRA and City staff met on Friday, February 8th to review the Request for Proposal document. Colliers International is working to incorporate modifications.
- Preparations are being made for a March 2019 RFP launch (with CRA Board and City Commission approval).
- CRA has engaged with Colliers International to complete an office space plan for the new City Hall facility.
- Dania Beach was included in a February 8th feature article in South Florida Business Journal focused on Public Private Partnerships (P3s).

4. Affordable Housing Trust Fund

- Earlier today (February 12th), CRA staff met with Strategic Planning Group, the vendor completing the Nexus Study, to review and comment on the study findings.
- CRA will then meet with Weiss Serota Helfman Cole & Bierman (land-use outside counsel) and City staff to prepare an Ordinance for first reading.

5. Housing Development

- Additional advertising was done in the Sun Sentinel, Miami Herald and Dania Press (see attached).
- Release of liens documents are being prepared following City Commission adoption of Resolution 2019-011 at the January 22, 2019 City Commission meeting.
- Permit Dry-Run (pre-permitting submittal) - still awaiting final engineering comments

- Architect is now making adjustments based on initial comments received from Building Division.

6. First-Time Homebuyer Program

- Broward County has offered to apply or stack their Homebuyer Purchase Assistance (HPA) funds (up to \$40,000.00) with our First-Time Homebuyer Program. The CRA's program has been crafted with the same requirements that Broward County uses in order for our homebuyers to have a chance to access these additional resources. Funds have now been made available first come, first served with prior notification of an anticipated CO (Certificate of Occupancy) date. The County will not set aside funds as they are utilizing the same pool of funds for projects in Hallandale and the unincorporated areas
- Homebuyer Education Certification courses are currently underway. There are (6) classes remaining. Thus far, seven (7) homebuyers have completed the class and are not receiving housing counseling.

7. Upcoming Events

- **PATCH 2nd Saturday's: Farm & Health Workshop**
 - March 9th 9:00 AM
- **PATCH 3rd Saturday's: Fresh Foods Festival and Food Label Discussion**
 - March 16th 9:00 AM – 1:00 PM
- **Dania After Dark/Art in the Hall** 5:00 PM to 10:00 PM
 - Saturday, March 9th
 - Saturday, April 13th
- **Arts and Seafood Celebration Kickoff Event**
 - Thursday, March 14th – 6:00 PM – 8:00 PM
- **Arts and Seafood Celebration**
 - Saturday, March 30th – 11:00-8:00 PM
 - Sunday, March 31st – 11:00-6:00 PM
- **Port Everglades Association: Economic Engine Performance Report**
 - Friday, April 26th

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]



At Home Dania Beach First-Time Homebuyer Workshop

January 23, 2019

6:00 pm NW Conference Room

SIGN IN SHEET

Name	Phone Number	Email
Tara Edwards Jones	954.937.1766	MrMrsJones323@gmail.com
Jessiea Absolu	954-665-5015	JessieaAbsolu@yahoo.com
Carleen Bryant	954 815 6149	noscent@comcast.net
JERLIE (GREEN)	954 682 3756	JERLIE54@GMAIL.COM
Lena Rodriguez	954 818 2385	SCORPIO6161@yahoo.com
Gene Sumner	(954) 455-1156	Eugene.Sumner@citynationall.com
Richard Barnes	(786) 624-8237	RBarnes0206@gmail.com
Vernice Cradle-Lane	305-342-3057	MRdrumr@yahoo.com
Deborah Beach	617-216-4874	msd/bach@gmail.com
Kimberly Henderson	954 309-5277	KimberlyAnita@AOL.COM
MITCH RODRIGUEZ	954 604 1913	MR002315@FIU.EDU
MARIA SALCEDO	305 878 2918	IMARIASAL@HOTMAIL.COM
George Franklin	(954) 446-4051	GeorgeFranklin889@gmail.com
Veronica Lopez	321.316.7201	RDEPI001@aol.com
Raphaella Depinto	321.741.1477	Azrael1207@gmail.com
Patricia Hernandez	954 870 2017	patycwlaguna@comcast.net
Wayne Jones	954.701.9282	MrMrsJones323@gmail.com
Anahi Zueca	(954) 446-4051	Anahi-Zueca-S@Hotmail.com

[illegible]

[illegible]

[illegible]



At Home Dania Beach First-Time Homebuyer Workshop
January 26, 2019
10:00 am NW Conference Room

SIGN IN SHEET

[illegible]

This E-Sheet confirms that the ad appeared in Sun-Sentinel on the date and page indicated. You may not create derivative works, or in any way exploit or repurpose any content displayed or contained on the electronic tearsheet.

Legal Notices

Fictitious Name Notice

NOTICE
NOTICE IS HEREBY GIVEN that the undersigned, desiring to engage in business under the fictitious name of CHEN NEIGHBORHOOD MEDICAL MIAMI LAKES intends to register the said name with the Florida Department of State, Division of Corporations, Tallahassee, FL and/or Clerk of the Circuit Court of Miami-Dade County, FL. CHEN NEIGHBORHOOD MEDICAL CENTERS OF SOUTH FLORIDA, LLC 1395 NW 167 ST Miami, FL 33169 1/26/2019

NOTICE
NOTICE IS HEREBY GIVEN that the undersigned, desiring to engage in business under the fictitious name of CHEN NEIGHBORHOOD MEDICAL NORTH MIAMI BEACH intends to register the said name with the Florida Department of State, Division of Corporations, Tallahassee, FL and/or Clerk of the Circuit Court of Miami-Dade County, FL. CHEN NEIGHBORHOOD MEDICAL CENTERS OF SOUTH FLORIDA, LLC 1395 NW 167 ST Miami, FL 33169 1/26/2019

NOTICE
NOTICE IS HEREBY GIVEN that the undersigned, desiring to engage in business under the fictitious name of CHEN NEIGHBORHOOD MEDICAL NORTH MIAMI BEACH intends to register the said name with the Florida Department of State, Division of Corporations, Tallahassee, FL and/or Clerk of the Circuit Court of Miami-Dade County, FL. CHEN NEIGHBORHOOD MEDICAL CENTERS OF SOUTH FLORIDA, LLC 1395 NW 167 street miami, FL 33169 1/26/2019

NOTICE
NOTICE IS HEREBY GIVEN that the undersigned, desiring to engage in business under the fictitious name of CHEN NEIGHBORHOOD MEDICAL PEMBROKE PINES intends to register the said name with the Florida Department of State, Division of Corporations, Tallahassee, FL and/or Clerk of the Circuit Court of Broward County, FL. CHEN NEIGHBORHOOD MEDICAL CENTERS OF SOUTH FLORIDA, LLC 1395 NW 167 ST Miami, FL 33169 1/26/2019

NOTICE
NOTICE IS HEREBY GIVEN that the undersigned, desiring to engage in business under the fictitious name of CHEN NEIGHBORHOOD MEDICAL HALLANDALE intends to register the said name with the Florida Department of State, Division of Corporations, Tallahassee, FL and/or Clerk of the Circuit Court of Broward County, FL. CHEN NEIGHBORHOOD MEDICAL CENTERS OF SOUTH FLORIDA, LLC 1395 NW 167 Street Miami, FL 33169 1/26/2019

NOTICE
NOTICE IS HEREBY GIVEN that the undersigned, desiring to engage in business under the fictitious name of CHEN TECHNOLOGIES intends to register the said name with the Florida Department of State, Division of Corporations, Tallahassee, FL and/or Clerk of the Circuit Court of Miami-Dade County, FL. CHEN NEIGHBORHOOD MEDICAL CENTERS OF SOUTH FLORIDA, LLC 1395 NW 167 ST Miami, FL 33169 1/26/2019

NOTICE
NOTICE IS HEREBY GIVEN that the undersigned, desiring to engage in business under the fictitious name of CHEN TECHNOLOGIES intends to register the said name with the Florida Department of State, Division of Corporations, Tallahassee, FL and/or Clerk of the Circuit Court of Miami-Dade County, FL. CHEN TECH, LLC 1395 NW 167 ST Miami, FL 33169 1/26/2019

Public Hearing Notice

TOWN OF HIGHLAND BEACH, FLORIDA PUBLIC NOTICE
YOU ARE HEREBY NOTIFIED that the Town Commission of the Town of Highland Beach will conduct a public hearing on Tuesday, February 5, 2019 at 1:30 PM in the Commission Chambers at Town Hall, 3614 South Ocean Boulevard, Highland Beach, Florida, to consider the proposed ordinance on second reading: PROPOSED ORDINANCES

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AMENDING CHAPTER 5, "BEACHES AND BOATS," SECTION 5-10, "BEACH RAKERS," OF THE TOWN CODE OF ORDINANCES BY PROVIDING REGULATIONS FOR MECHANICAL AND HAND BEACH CLEANING; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A copy of the proposed ordinance is available for public inspection in the Town Clerk's Office at Town Hall, 3614 So. Ocean Boulevard, Highland Beach, Florida 33487. All interested persons are encouraged to attend the Public Hearing and be heard with respect to the proposed ordinances.

Any person that decides to appeal any decision made by the Town Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceeding is made, which includes the testimony and evidence upon which the appeal is based. The Town of Highland Beach does not provide such a record.

In accordance with the Americans with Disabilities Act, any individual with a disability requesting reasonable accommodation in order to participate in this meeting should contact the Town Clerk's Office at 561-278-4548 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770 or 1-800-955-8771.

Lanelda Gaskins, MMC
Town Clerk

6109553 1/26/2019

CALL 1-800-250-2000 To Advertise

CITY OF DEERFIELD BEACH, FLORIDA CITY COMMISSION NOTICE OF QUASI-JUDICIAL PUBLIC HEARING

CORRECTION NOTICE
YOU ARE HEREBY NOTIFIED of a Quasi-Judicial Public Hearing before the City Commission on Tuesday, February 5, 2019 at 7:00 PM in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida, to consider the following:

P.H. 2019-053: APPLICATION 18-B2-126 REV.1 Applicant: 1801 MED CENTER LLC, represented by Daniel Fee, PC DEI Engineering and Planning

Proposal: Major site plan modification application for construction of a 3,017 square foot bank building and reconfiguration of uses within an existing office building. Location: The property is generally described as a parcel of land in ROWAN REPLAT 150-42 B POR AREAS A & C DESC AS: COMM SE COR AREA A, N 170.04 TO POB, W 104.79, S 3, W 151.30, N 4.60, W 48.92, E 302.96, S 482.71 TO POB AKA: PARCEL B, more particularly described in the file, and located at 1801 W Sample Rd

You may either be present in person at the Quasi-Judicial Public Hearing, represented by counsel or letter. All interested persons take due notice of the time and place of these Public Hearings and govern yourselves accordingly.

Any person who decides to appeal any decision of the City Commission with respect to any matter considered at this meeting would need a record of the proceedings. And for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (The above notice is required by State law.) Anyone desiring a verbatim transcript shall have the responsibility, at his own expense, to arrange for the transcript.

Any person requiring auxiliary aids and services at this meeting may contact the City Clerk's Office at (954) 480-4213 at least 24 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 or 1-800-955-8771.

1/26/2019

CITY OF DEERFIELD BEACH, FLORIDA BY: SAMANTHA GILLYARD, CMC, CITY CLERK

Public Hearing Notice

CITY OF FORT LAUDERDALE
Please take notice that on Tuesday, February 5, 2019, at 6:00 P.M., or as soon thereafter as possible, and on Tuesday, February 19, 2019, at 6:00 P.M., or as soon thereafter as possible, in the City Commission Room, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, the following ordinance will be presented to the City Commission of the City of Fort Lauderdale, Florida. AN ORDINANCE OF THE CITY OF FORT LAUDERDALE, FLORIDA, CREATING A LOCAL GOVERNMENT NEIGHBORHOOD IMPROVEMENT DISTRICT PURSUANT TO SECTION 163.506, FLORIDA STATUTES, TO BE KNOWN AS THE BERMUDA RIVERA NEIGHBORHOOD IMPROVEMENT DISTRICT AND ESTABLISHING BOUNDARIES, POWERS AND DUTIES THEREOF, AND PROVIDING FOR AN EFFECTIVE DATE. All interested parties may appear at said meeting and be heard with respect to the proposed Ordinance. The proposed ordinance may be inspected by the public in the Office of the City Clerk, City Hall, 100 North Andrews Avenue, 7th Floor, Fort Lauderdale, Florida. JEFFREY A. MODARELLI, City Clerk, City of Fort Lauderdale, Florida NOTE: If any person decides to appeal any decision made with respect to any matter considered at this public meeting or hearing, he/she will need a record of the proceedings, and for such purpose he/she may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Anyone needing auxiliary services to assist in participation at the meeting please contact the City Clerk at (954) 828-5002 two days prior to the meeting. 1/26/2019

CITY OF FORT LAUDERDALE
Please take notice that on Tuesday, January 22, 2019, at 6:00 P.M., the following ordinance was heard on first reading before the City Commission of the City of Fort Lauderdale, Florida. Please also take notice that on Tuesday, February 5, 2019, at 6:00 P.M., or as soon thereafter as possible, in the City Commission Room, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, the following ordinance will be presented to the City Commission of the City of Fort Lauderdale, Florida on second reading: AN ORDINANCE OF THE CITY OF FORT LAUDERDALE, FLORIDA, AMENDING SECTION 8.55.5 - HIGH IMPACT EVENTS ON BEACH PROPERTY, OF THE CODE OF ORDINANCES OF THE CITY OF FORT LAUDERDALE, FLORIDA, TO INCLUDE PROHIBITING OR LIMITING DOCKLESS SCOOTERS AND OTHER DOCKLESS MOBILITY PROGRAMS AS ONE OF THE MEASURES THAT MAY BE IMPOSED ON BEACH PROPERTY WHEN THE CITY MANAGER DETERMINES THAT A HIGH IMPACT EVENT WILL OCCUR, AND EXPANDING THE DEFINITION OF "BEACH PROPERTY" AND PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCE PROVISIONS EXCEPT CHAPTER 27, ARTICLE VII, DIVISION 2 OF THE CODE OF ORDINANCES OF THE CITY OF FORT LAUDERDALE, FLORIDA, AND AN EFFECTIVE DATE. All interested parties may appear at said meeting and be heard with respect to the proposed Ordinance. The proposed ordinance may be inspected by the public in the Office of the City Clerk, City Hall, 100 North Andrews Avenue, 7th Floor, Fort Lauderdale, Florida. JEFFREY A. MODARELLI, City Clerk, City of Fort Lauderdale, Florida NOTE: If any person decides to appeal any decision made with respect to any matter considered at this public meeting or hearing, he/she will need a record of the proceedings, and for such purpose he/she may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Anyone needing auxiliary services to assist in participation at the meeting please contact the City Clerk at (954) 828-5002 two days prior to the meeting. 1/26/2019

PUBLIC NOTICE BY SOUTH BROWARD HOSPITAL DISTRICT

The public is advised that South Broward Hospital District will conduct the following meetings:

Vendor Ranking Meeting for Emergency Management Consulting and Disaster Recovery Services (Debris Monitoring and FEMA Claims Management Services), as a result of the Request for Proposal issued on October 22, 2018. The meeting will be held on January 21, 2019 at 6:00 PM EST at Memorial Healthcare System, CR-167 SPECR, 3111 Stirling Road, Ft Lauderdale, FL 33312; and

Dated this 24th day of January, 2019.

SOUTH BROWARD HOSPITAL DISTRICT
3501 Johnson Street
Hollywood, Florida 33021
1/26/19

Salve Notices

NOTICE OF PUBLIC SALE
The following personal property of RICHARD EDMUND RANDALL and GAIL LOUISE RANDALL, will, on February 8, 2019, at 10:00 a.m., at 3513 NW 66th Street, Lot #625, Coconut Creek, Broward County, Florida 33073; be sold for cash to satisfy storage fees in accordance with Florida Statutes, Section 715.109:

1980 TWIN MOBILE HOME, VIN # T2477225A, TITLE # 0019370491 and VIN # T2477225B, TITLE # 0019370492 and all other personal property located therein

PREPARED BY:
Jody B. Gabel
Lutz, Bobo & Telfair, P.A.
2 North Tamiami Trail, Suite 500
Sarasota, Florida 34236
1/26/19, 2/2/19

NOTICE OF PUBLIC SALE
The following personal property of VINCENTE LETAMENDI and WILLIAM PRESTON SEGUIN, will, on February 8, 2019, at 10:30 a.m., at 6563 NW 36th Avenue, Lot #G14, Coconut Creek, Broward County, Florida 33073; be sold for cash to satisfy storage fees in accordance with Florida Statutes, Section 715.109:

1981 TWIN MOBILE HOME, VIN # T23910542A, TITLE # 0021484265, and VIN # T23910542B, TITLE # 0021484266 and all other personal property located therein

PREPARED BY:
Jody B. Gabel
Lutz, Bobo & Telfair, P.A.
2 North Tamiami Trail, Suite 500
Sarasota, Florida 34236
6108236 1/26/19, 2/2/19

Suit Notices

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT, IN AND FOR BROWARD COUNTY, FLORIDA
CIVIL ACTION NO. 2018-CA-028242
CITY OF LIGHTHOUSE POINT, Florida, a municipal corporation and public body corporate and politic of the State of Florida, Plaintiff,
vs.
STATE OF FLORIDA, and the Taxpayers, Property Owners and Citizens thereof and of the City of Lighthouse Point, Florida, including non-residents owning property or subject to taxation therein, and all others having or claiming any right, title or interest in property to be affected by the Loan herein described, or to be affected in any way thereby, Defendants.
NOTICE AND ORDER TO SHOW CAUSE TO THE STATE OF FLORIDA, AND THROUGH THE STATE ATTORNEY FOR THE SEVENTEENTH JUDICIAL CIRCUIT OF FLORIDA, AND TO THE TAXPAYERS, PROPERTY OWNERS AND CITIZENS THEREOF AND OF THE CITY OF LIGHTHOUSE POINT, FLORIDA, INCLUDING NON-RESIDENTS OWNING PROPERTY OR SUBJECT TO TAXATION THEREIN, AND ALL OTHERS HAVING OR CLAIMING ANY RIGHT, TITLE OR INTEREST IN PROPERTY TO BE AFFECTED BY THE LOAN IN A PRINCIPAL AMOUNT NOT TO EXCEED \$16,500,000, OR TO BE AFFECTED IN ANY WAY THEREBY. The City of Lighthouse Point, Florida (the "City"), having filed its Complaint for Validation of its authority to obtain a loan in a principal amount not to exceed \$16,500,000 (the "Loan") and thereby incur indebtedness in order to finance renovation, construction and replacement of public facilities for public safety within the City Community Use made necessary by the public safety enhancements including a fire station with emergency operations center and community rooms, a new public works building and renovations to an existing public works building, a new recreation building at Dan Witt Park and renovations to the library for increased community rooms, and seeking a judgment of this Court validating and confirming the authority of the City to enter into a loan agreement with the Florida Municipal Loan Council to obtain the Loan, the pledge of ad valorem taxes without limitation as to rate or amount to secure repayment of the Loan, and the legality of all matters and proceedings connected therewith, all as further described in the Complaint for Validation, and it appearing in such Complaint and the exhibits attached thereto that this Court has jurisdiction over the cause, the relief prayed for was held on November 6, 2018 which resulted in approval of the Loan by the electors of the City, and that the City has adopted a resolution authorizing the Loan and that the City has petitioned this Court to enter an Order to Show Cause pursuant to Chapter 75, Florida Statutes, and the Court being fully advised in the premises: NOW, THEREFORE, IT IS ORDERED AND ADJUDGED that the State of Florida, Attorney of the State, and the Seventeenth Judicial Circuit of Florida, and the taxpayers, property owners and citizens thereof and of the City of Lighthouse Point, Florida, including non-residents owning property or subject to taxation therein, and all others having or claiming any right, title or interest in property to be affected by the Loan, or to be affected in any way thereby, be and they are each hereby required to appear before this Court on February 13, 2019, at 9:30 a.m. before the Honorable Judge David A. Haines, in Courtroom 16170 of the Broward County Courthouse located at 201 S.E. 6th Street, Fort Lauderdale, Florida 33301, and show cause, if any there be, why the prayers set forth in the Complaint for Validation should not be granted as therein prayed. AND IT IS FURTHER ORDERED AND ADJUDGED that this Notice and Order to Show Cause be published in the manner required by Section 75.06, Florida Statutes, in a newspaper of general circulation published in Broward County, Florida. AND IT IS FURTHER ORDERED AND ADJUDGED that, by such publication of this Notice and Order to Show Cause, the State of Florida and the taxpayers, property owners and citizens thereof and of the City of Lighthouse Point, Florida, including non-residents owning property or subject to taxation therein, and all others having or claiming any right, title or interest in property to be affected by the Loan, or to be affected in any way thereby, be and they are made parties defendant to this proceeding, and that this Court shall have jurisdiction of them to the same extent as if named as defendants in the Complaint for Validation and personally served with process in this cause. DONE AND ORDERED in chambers at the Broward County Courthouse, Broward County, Florida, this 18th day of December, 2018. The Honorable David A. Haines
CIRCUIT JUDGE
1/17, 1/24/2019

AT&T MOBILITY, LLC is proposing to construct a new telecommunications tower facility located in the vicinity of 1900 Glades Road, Boca Raton, Palm Beach County, FL 33431. The new facility will consist of a 40-foot concrete telecommunication tower. Any interested party wishing to submit comments regarding the potential effects the proposed facility may have on any historic property may do so by sending a letter to: Project Manager, AT&T Mobility, c/o LDB Consulting, 6876 Susquehanna Trail South, York, PA 17403, or via telephone at (203) 231-6643. 1/26/2019

The legal description of the property is as follows:
The North 80 feet of the South 253 feet of the East 183 feet of the Southeast Quarter of Lot 11, Section 8, Township 46 South, Range 43 East, according to the plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 1, Page 4, less the East 33 feet thereof as conveyed to the City of Delray Beach as recorded in Deed Book 557, Page 269.

If you would like further information with regard to the proposed action, please contact Michelle Hoyland, Principal Planner for Historic Preservation, City Hall, 100 NW 1st Avenue, Delray Beach, Florida 33444, via e-mail at Hoymdell@mydelraybeach.com, or phone at 561-243-7039, between the hours of 8:00 A.M. and 5:00 P.M. on weekdays (excluding holidays).

Miscellaneous
INVITATION TO RESPOND
FORMAL REQUEST FOR PROPOSAL
NOTICE IS HEREBY GIVEN THAT SEALED PROPOSALS SUBMITTED IN RESPONSE TO THE FORMAL REQUEST FOR PROPOSAL ("RFP") FOR THE BELOW LISTED CATEGORY MUST BE SUBMITTED BY 3:00 P.M. EST, MONDAY, FEBRUARY 4, 2019. A PUBLIC OPENING OF THE PROPOSALS SUBMITTED IN RESPONSE TO THE FORMAL RFP WILL BE HELD AT 9:30 A.M. EST, TUESDAY, FEBRUARY 5, 2019. LEGAL SPEND MANAGEMENT SOFTWARE RFP

Broward Health will receive sealed responses to this RFP from persons or entities who wish to provide a Legal Spend Management Software Solution. Specifications may be obtained at <https://www.browardhealth.org/pages/current-opportunities> on Wednesday, January 16, 2019. "BROWARD HEALTH IS AN EQUAL OPPORTUNITY EMPLOYER AND PROCURER OF GOODS AND SERVICES"

NOTICE TO PATIENTS OF AEROSPACE MEDICAL SERVICES INTERNATIONAL, LLC OF BROWARD COUNTY, FLORIDA
ANZALONE, MD, MPH

Aerospace Medicine Services International, LLC ("AMS"), an aviation medicine clinical practice exclusively operated at 660 S. Federal Hwy., Suite 100, Pompano Beach, FL 33062, hereby notifies all patients of AMS of the retirement of Fanan-cy L. Anzalone, MD, MPH, and the closure of AMS's office, effective immediately. All patients' medical records previously maintained by AMS and Dr. Anzalone have been transferred to Dr. Robert C. Greer, as the new records owner, who shall maintain such records for at least 5 years from the date of last patient contact. To schedule follow up care with Dr. Greer or to have records transferred to another FAA Aviation Medical Examiner, patients should contact the FAA Medical Records Dept. at: (405) 954-7671 or Dr. Greer at: Robert C. Greer, DO, 624 U.S. Hwy 1, Lake Park, FL 33403, Phone: (561) 844-7664 1/19/2019, 1/26/19, 2/2/19, 2/9/19

DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY PUBLIC NOTICE OF DISPOSITION

The Dania Beach Community Redevelopment Agency proposes to dispose of certain real property consisting of six platted lots for the purposes of redevelopment or rehabilitation in the community development area described as: West Dania Beach Blvd (south), NW 6th Avenue (east), NW 14th Court (west) and NW 2nd Street (north).

The specific parcels are:

(1) 47 NW 14th Avenue
(2) 19 NW 14th Avenue
(3) 1361 W. Dania Beach Blvd.
(4) 40 NW 14th Avenue
(5) 149 NW 6th Avenue
(6) 135 NW 6th Avenue

Pursuant to Section 163.380(3)(a) Florida Statutes, all private redevelopers or any person interested in undertaking the redevelopment or rehabilitation of the community redevelopment area or any part thereof, as herein described, are invited to submit proposals to and request further information from the City of Dania Beach Community Redevelopment Agency, Attention: Rickelle Williams, Executive Director, within thirty (30) days of the date of the publication of this Notice. All such proposals shall be considered, together with the financial and legal ability of the persons) making such proposals to carry out such redevelopment; provided, however, the Agency reserves the right to negotiate with any such persons for proposals for purchase or other transfer of such real property. The Agency may accept such proposal as it deems to be in the public interest and in furtherance of the purposes of its redevelopment Plan.

Further information as is available may be obtained at the offices of the Dania Beach Community Redevelopment Agency, 100 W. Dania Beach Boulevard, Dania Beach, FL 33004. 1/26/2019

Miscellaneous

NOTICE OF FILING ADOPTION PETITION
TO OLSEN SAINT LOUIS
You are hereby given notice pursuant to O.C.G.A. 19-9-120(c) and (e) that Tracy Boone has filed a petition to adopt Jordan Jacques as his minor child in the Superior Court of Gordon County, Georgia. Pursuant to O.C.G.A. 19-9-12, "You are hereby advised that you, as the biological father who is not the legal father of the minor male child born Jordan Jacques on August 1, 2003, will lose all rights to said child and will neither receive notice or be entitled to object to the adoption of said child unless within 30 days of your receipt of said notice, (1) you file a petition to legitimize said child pursuant to O.C.G.A. 19-7-22 as a separate civil action, (2) you file Notice of the filing of the petition to legitimize with the court where Mr. Boone's action for adoption is pending and (3) you give notice of Filing the Petition to Legitimate to the undersigned person who provided such notice in writing pending adoption to such biological father. RODNEY L. MATHIS P.O. Box 1718 Calhoun, Ga 30703-1718 (706) 629 9351 1/26, 2/2, 2/9/2019

NOTICE OF INTENT
Application for Vacation and Abandonment of the STATE OF FLORIDA, TO WHOM IT MAY CONCERN: NOTICE IS HEREBY GIVEN, pursuant to F.S. 177.101, that LIGHTHOUSE POINT DEVELOPMENT PARTNERS, LLC, intends to submit an Application for Vacation and Abandonment of a portion of a 12' wide Platted Utility Easement to the Broward County Board of County Commissioners, Florida. The legal description of the land to be vacated and abandoned is more specifically described as follows:
A PORTION OF THE 12' UTILITY EASEMENT LYING OVER A PORTION OF LOTS 1, 2, 3, 4, OF BLOCK 11, "VENETIAN ISLES 2ND SECTION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGE 49 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. The full legal description is available for inspection at the Broward County Governmental Center, 1 N. University Drive, Suite 102A, Plantation, FL 33324, between 8:30 AM and 5:00 PM, Monday through Friday, except legal holidays. Dated at Fort Lauderdale, Florida this 21 day of December, 2018. 6050903 1/26/2019, 12/21/2018

AT&T MOBILITY, LLC is proposing to construct a new telecommunications tower facility located in the vicinity of 1900 Glades Road, Boca Raton, Palm Beach County, FL 33431. The new facility will consist of a 40-foot concrete telecommunication tower. Any interested party wishing to submit comments regarding the potential effects the proposed facility may have on any historic property may do so by sending a letter to: Project Manager, AT&T Mobility, c/o LDB Consulting, 6876 Susquehanna Trail South, York, PA 17403, or via telephone at (203) 231-6643. 1/26/2019

PUBLIC NOTICE
NOTICE OF HISTORIC DESIGNATION
Pursuant to Section 4.5.1(B) and (C) of the Land Development Regulations, the Historic Preservation Board (HPB) of the City of Delray Beach will conduct a Public Hearing on Wednesday, February 6, 2019 at 6:00 P.M. (or at any continuation of such meeting which is set by the HPB) in Commission Chambers at City Hall, 100 NW 1st Avenue. The purpose of the Public Hearing is to allow the public to comment on a proposal to individually designate the property located at 516 North Swinton Avenue as "The Harden-Hart House". Based on the analysis and testimony presented at the meeting, the Board will make a recommendation to the City Commission as to its placement on the Local Register of Historic Places.

The legal description of the property is as follows:
The North 80 feet of the South 253 feet of the East 183 feet of the Southeast Quarter of Lot 11, Section 8, Township 46 South, Range 43 East, according to the plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 1, Page 4, less the East 33 feet thereof as conveyed to the City of Delray Beach as recorded in Deed Book 557, Page 269.

If you would like further information with regard to the proposed action, please contact Michelle Hoyland, Principal Planner for Historic Preservation, City Hall, 100 NW 1st Avenue, Delray Beach, Florida 33444, via e-mail at Hoymdell@mydelraybeach.com, or phone at 561-243-7039, between the hours of 8:00 A.M. and 5:00 P.M. on weekdays (excluding holidays).

All interested parties are invited to attend the public hearing and comment upon the proposed action or submit their comments in writing on or before the date of the hearing to the Development Services Department. Please be advised that if a person decides to appeal any decision made by the Historic Preservation Board with respect to any matter considered at this meeting or hearing, such person will need a record of the proceedings, and for this purpose such person may need to ensure that a verbatim record of the proceedings is made. Such record includes the testimony and evidence upon which the appeal is to be based. The City does not provide or prepare such record pursuant to F.S.286.0105.

CITY OF DELRAY BEACH
Kateri Johnson, CMC
City Clerk

1/26/2019

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cable included. \$1650/mo (561) 654-4224

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POOL • PATIO • PETS OK • FROM \$975
Free Service • Open 7 Days A Week
FIND-A-HOME • 954-427-3733

CORAL SPRINGS - Large 3/2 half duplex, 1600 sq. ft. plus screened patio and inside laundry room, tile floor, freshly painted, ready to move in, \$1750, 954-249-2050

DEERFIELD - 2/2 • NEAR BCH & SHOPS
LARGE SCREENED PATIO • POOL • \$1150
Free Service • Open 7 Days A Week
FIND-A-HOME • 954-427-3733

DELRAY - 2 BR • NEAR SHOPS • W/D
INCLUDES CABLE & WATER • \$1050
Free Service • Open 7 Days A Week
FIND-A-HOME • 954-427-3733

Call Today!
Look No Further!
Dana Lee Properties
561-213-0122

DELRAY BEACH & VICINITY
Gated 1, 2 & 3 Bedroom Apts.
From \$900 including water, with patio & pool. Quiet. A1 location. Pet friendly. Call anytime!

E FORT LAUDERDALE - 3/2, 1.5 m bch.
2 cars, priv bch, \$1700/mo. new apol, french doors, small pets ok. 954-624-6155

NEW LISTING

Classifieds

To advertise, please call 866-860-6000 or visit miamiherald.com/classifieds

LEGALS

LEGAL NOTICES

NOTICE

To: All Interested Agencies, Groups, and Individuals
This is to give notice that the Citrus Health Network, Inc. (CHN) has applied for a Capital Assistance for Hurricane Response and Recovery Efforts (CARE) Program grant from Health Resources and Services Administration (HRSA) of the Department of Health and Human Services (HHS). CHN proposes to replace the roof and install impact glass windows and doors at the building located at 555 W. 51st Pl. in Hialeah, Florida.

CONTINUED IN NEXT COLUMN

LEGAL NOTICES

LEGAL NOTICES

The purpose of this notice is to inform the public that per Executive Order 11988 for Floodplain Management, CHN recognizes that the proposed action will occur within the 100-year floodplain and that CHN has determined that this is the only practicable alternative for this project. Relocating the project completely outside of the floodplain is not a feasible option. All renovations will occur within the building footprint. No new areas of impervious surface will be created that would cause additional runoff or cause an undue impact to the floodplain or drainage system. Additional information may be obtained by contacting: Citrus Health Network, Inc. Attn: Marissa Rios, In House Counsel, via email at MRios@citrushealth.com. Written comments on the proposed action and potential impacts to floodplains must be submitted to the following address on or before February 15, 2019: Citrus Health Network, Inc., Attn: Marissa Rios, In House Counsel, 4175 West 20 Avenue, Hialeah, FL 33012, or via email at MRios@citrushealth.com.

CONTINUED IN NEXT COLUMN

LEGAL NOTICES

LEGAL NOTICES

Myriam Landrin, M.D., PA, Hematology/Medical Oncology practice located at 1321 N.W. 14th Street, Suite 401-B, Miami, Florida will be closing effective February 10, 2019. Dr. Landrin will not be accepting new patients effective immediately. If you are an existing patient, you may obtain your medical records by calling the office at 305/324-9262 or sending a written request to P.O. Box 566435, Miami, FL 33256.

FICTITIOUS NAMES

FICTITIOUS NAMES

NOTICE IS HEREBY GIVEN that the undersigned, desiring to engage in business under the fictitious name of **North Dade Nursing & Rehabilitation Center** intends to register the said name with the Florida Department of State, Division of Corporations, Tallahassee, FL and/or Clerk of the Circuit Court of County, FL. **North Dade SNF Operating Company, LLC**
945 Broadway
Woodmere, NY 11598

FICTITIOUS NAMES

FICTITIOUS NAMES

NOTICE IS HEREBY GIVEN that the undersigned, desiring to engage in business under the fictitious name of **South Dade Nursing & Rehabilitation Center** intends to register the said name with the Florida Department of State, Division of Corporations, Tallahassee, FL and/or Clerk of the Circuit Court of County, FL. **South Dade OPCO, LLC**
945 Broadway
Woodmere, NY 11598

PETS / ANIMALS

DOGS

AKC BICHON FRISE PUPPIES



Contact Joe for info @ 813-994-3944
adorablebichon725@hotmail.com

AUSTRALIAN LABRADOODLES



multigen girl/boy all colours mini/med
352-636-1545 vintonvet@yahoo.com

DOGS

YORKIE T-CUP & TOY PUPS



YORKIE PUPPIES, BABYDOLL FACES,
PETIT \$550 & up (786)362-0008

GARAGE SALES

DADE GARAGE SALES / FLEA MARKETS

CORAL GABLES SAT 9AM-12PM 950 University Dr MULTI FAMILY GARAGE SALE! FURNITURE TOYS TOOLS HOUSEHOLD ITEMS BOOKS ELECTRONICS CLOTHES SO MUCH!

CORAL GABLES Saturday, Sunday, 9AM - 5PM, 743 Almeria Avenue MOVING SALE- ALL MUST GO - DANISH & ITALIAN FURNITURE (LUMINAIRE), DESIGNER CLOTHES, BURMESE & AFRICAN ANTIQUES, CRYSTAL, ETC FRIDAY BY APPOINTMENT ONLY, TEXT ME 786.546.5159

CORAL GABLES Saturday, 9AM-1PM, 1123 Sorolla Avenue. All proceeds donated to non-profit.

ATTENTION!

CORAL GABLES Wednesday, Thursday, Friday, Saturday, 8AM-2PM, 37 Majorca Ave apt 303 MOVING SALES - ALL MUST GO... INCLUDING ARTWORK, COLLECTIBLES, ETC. FRIDAY AND SATURDAY 8AM - 2PM ALSO AVAILABLE BY APPOINTMENT! STARTING WEDNESDAY 305-5421709 CALL ME FOR PICTURES 305-542-1709 ENGLISH-SPANISH

DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

PUBLIC NOTICE OF DISPOSITION

The Dania Beach Community Redevelopment Agency proposes to dispose of certain real property consisting of six platted lots for the purposes of redevelopment or rehabilitation in the community development area described as: West Dania Beach Blvd (south), NW 6th Avenue (east), NW 14th Court (west) and NW 2nd Street (north).

The specific parcels are:

(1) 47 NW 14th Avenue

(Folio #: 5042-33-01-0060)

(2) 19 NW 14th Avenue

(Folio #: 5042-33-01-0110)

(3) 1361 W. Dania Beach Blvd.

(Folio #: 5042-33-01-0130)

(4) 40 NW 14th Avenue

(Folio #: 5042-33-01-0190)

(5) 149 NW 6th Avenue

(Folio #: 5042-34-01-0720)

(6) 135 NW 6th Avenue

(Folio #: 5042-34-01-0760)

Pursuant to Section 163.380(3)(a) Florida Statutes, all private redevelopers or any persons interested in undertaking the redevelopment or rehabilitation within the community redevelopment area or any part thereof, as herein described, are invited to submit proposals to and request further information from the City of Dania Beach Community Redevelopment Agency, Attention: Rickelle Williams, Executive Director, within thirty (30) days of the date of the publication of this Notice. All such proposals shall be considered, together with the financial and legal ability of the person(s) making such proposals to carry out such redevelopment; provided, however, the Agency reserves the right to negotiate with any such persons for proposals for purchase or other transfer of such real property. The Agency may accept such proposal as it deems to be in the public interest and in furtherance of the purposes of its redevelopment Plan.

Further information as is available may be obtained at the offices of the Dania Beach Community Redevelopment Agency, 100 W. Dania Beach Boulevard, Dania Beach, FL 33004.

MISCELLANEOUS

MISCELLANEOUS

MISCELLANEOUS

LEGAL NOTICES

LEGAL NOTICES

pacts to floodplains must be submitted to the following address on or before February 15, 2019: Citrus Health Network, Inc., Attn: Marissa Rios, In House Counsel, 4175 West 20 Avenue, Hialeah, FL 33012, or via email at MRios@citrushealth.com.

PRIVATE PRACTICE OF MYRIAM LANDRIN, M.D. WILL BE CLOSING

Myriam Landrin, M.D., PA, Hematology/Medical Oncology practice located at 1321 N.W. 14th Street, Suite 401-B, Miami, Florida will be closing effective February 10, 2019. Dr. Landrin will not be accepting new patients effective immediately. If you are an existing patient, you may obtain your medical records by calling the office at 305/324-9262 or sending a written request to P.O. Box 566435, Miami, FL 33256.

FICTITIOUS NAMES

FICTITIOUS NAMES

FEEL GOOD FOODS Notice is hereby given that Angel Tootie desires to engage in business under the fictitious name **Feel Good Foods** with the address 550 Ocean Drive 6H, Key Biscayne, FL 33149 and intends to register said name with the Division of Corporations of the Florida Department of State, Florida.

FICTITIOUS NAME NOTICE Notice is hereby given that BUENO VENTURES MANAGEMENT SERVICES, INC. desires to engage in business under the fictitious name of BUENO VENTURES with an address of 8240 NW 52 STREET, SUITE 202, CORAL, FL 33166, and intends to register the said name with the Division of Corporations of the FL Dept. of State, Florida.

FICTITIOUS NAME NOTICE Notice is hereby given that RESET W0305, LLC intends to register as RESET BODY BAR SUNSET HARBOUR, LLC, 1800 Purdy Avenue/ Sunset Harbour Drive, Marina Suite 3A, Miami Beach, FL 33139, as a fictitious name with the Florida Secretary of State.

FICTITIOUS NAME NOTICE Notice is hereby given that "IGLESIA ALIANZA CRISTIANA Y MISIONERA DE PEMBROKE PINES, INC.", located in Broward County, FL, desires to conduct business under the fictitious name "CASA DE GRACIA", with the Division of Corporations - Florida Department of State pursuant to the section 865.09 of the Florida Statutes

FICTITIOUS NAME NOTICE Notice is hereby given that PBPP Marketing & Design, Inc. is registering fictitious name Rise Marketing & Design, with the State of Florida, Division of Corp.

FICTITIOUS NAME NOTICE Notice is hereby given that Larkin Community Hospital, Inc. desires to engage in business under the fictitious name of Cardiotropic Labs with an address of 1951 N.W. 7th Ave, Suite 600 Miami FL 33136 and intends to register said name with the Division of Corporations in the State of Florida.

GREAT PEOPLE INSIDE USA Notice is hereby given that "Performance Improvement, LLC" desires to engage in business under the fictitious name of "Great People Inside USA", 8940 SW 155 St, Palmetto Bay, FL 33157

IRENE'S TOUCH Notice is hereby given that "Irene Duarte" desires to engage in business under the fictitious name of "Irene's Touch" in the city of Miami, FL 33132 and intends to register the said name with the Dept. of State of Florida, Division of Corp.

MISCELLANEOUS

MISCELLANEOUS

MISCELLANEOUS

Automotive Directory

To advertise in the automotive directory call 305-376-2742

BUICK

WILLIAMSON BUICK

7815 S.W. 104th St. Miami, (305) 670-7100 (800) 866 2233 www.williamsoncadillac.com

Cadillac

WILLIAMSON CADILLAC

7815 S.W. 104th Street, Miami 305-670-7100, 800-866-2233 www.williamsoncadillac.com

CHEVROLET

BOMNIN CHEVROLET

8455 S. Dixie Hwy (US1 next to Dadeland Mall), 786-2457584 www.BomninChevrolet.com

CHRYSLER / JEEP / DODGE

DADELAND DODGE CHRYSLER JEEP

16501 So. Dixie Hwy, Mia 305-278-9994. The Dealer Makes the Difference www.dadelandchryslerjeep.com

FORD

METRO FORD

8900 NW 7 Ave, Off I-95 800-791-4103 www.metroford.com

GMC

WILLIAMSON GMC

7815 S.W. 104th St. Miami, (305) 670-7100 (800) 866 2233 www.williamsoncadillac.com

HYUNDAI

LEHMAN HYUNDAI

21400 NW 2nd Avenue Miami, 33169 866-655-4842

LOTUS

PRESTIGE IMPORTS

14800 Biscayne Blvd www.prestigeimports.com 305-947-1000

MITSUBISHI

LEHMAN MITSUBISHI

21000 NW 2nd Avenue Miami 33169 866-370-6431

SUBARU

LEHMAN SUBARU

21300 NW 2nd Avenue Miami 33169 866-564-3417

TOYOTA

TOYOTA OF HOLLYWOOD

2200 N. State Rd. 7, 305-625-8326, 1-800-842-4699 www.czgroup.com

THE GREAT SHAMANIC VOODOO

STOP WASTING YOUR TIME AND MONEY WITH NO RESULTS. VISIT THE GREAT SHAMAN. HERE WE CAN HELP YOU DURING MOMENTS OF DESPERATION AND BAD LUCK.

BINDING SPELLS FOR LOVE OR REVENGE TIRED OF CHEATING, MISTREATMENT, OR HUMILIATION? CALL ME AND YOU'LL HAVE THEM IN THE PALM OF YOUR HAND. WEIRD ILLNESSES, HEALTH PROBLEMS, INHERITANCE OR TRIALS, COME SEE ME! TOTAL CONFIDENTIALITY AND SERIOUSNESS.



MORE THAT 30 YEARS OF EXPERIENCE. VISIT MY WEBSITE FOR TESTIMONIALS OF PEOPLE WHO VOUCH FOR MY WORK AND RESULTS.

WWW.ELGRANVUDUCHAMANICO.COM | PH: 786-257-7330 W FLAGLER ST & 114 AV. NW

MISCELLANEOUS

MISCELLANEOUS

MISCELLANEOUS

A/C Services

CENTRAL AIR RESIDENTIAL & COMMERCIAL

0% INTEREST UNTIL 2024!

FINANCE HOME IMPROVEMENTS BASED ON HOME EQUITY W.A.C

With the purchase of your new AC unit you will receive: Digital Thermostat, Float Switch, Hurricane Tie Downs and flushing both Refrigeration and Drain Lines before installing your new equipment.

WE HANDLE ALL BRANDS!!

MIAMI DADE & BROWARD 305-749-0180 / 954-372-4111

A/C Fast Solutions

From

2.....Ton.....\$58.99/month

2.5.....Ton.....\$63.99/month

3.....Ton.....\$66.99/month

3.5.....Ton.....\$70.99/month

4.....Ton.....\$75.99/month

5.....Ton.....\$83.99/month

FREE ESTIMATES

COOL. FAST. GUARANTEED! Installation. Maintenance. Repair.



 10 Year Warranty on parts and Labor
1 Year Warranty in labor
24/7 Service

License# CMC022397

NEWSPAPER ROUTE DELIVERY

EARN EXTRA MONEY AS AN INDEPENDENT CONTRACTOR

Work Early Morning Hours Before the Sun Rises
Seven Days a Week, Provide your own Vehicle

CALL 305-376-2221

Must bring valid FL drivers license, valid auto insurance and Social Security card.

MAKE UP TO \$1,000 A MONTH.



Picon AIR CONDITIONING

FREE DIGITAL THERMOSTAT WITH YOUR NEW INSTALLATION

100% FINANCING ONLY \$49.00

Per Month 16 SEER HIGH EFFICIENCY

IMMEDIATE FPL REBATE

TUNE-UP Special \$65.00

PICON FAMILY BUSINESS

9468 NW 13th ST DORAL, FL 33172

305-599-8282 | 786-385-9257

www.picon-airconditioning.com

FREE ESTIMATES

FPL INDEPENDENT CONTRACTOR LIC & INS CAC 1815956







Miami Herald

MEDIA COMPANY

PUBLISHED DAILY
MIAMI-DADE-FLORIDA

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Before the undersigned authority personally
appeared:

Jeannette Martinez

who on oath says that he/she is

CUSTODIAN OF RECORDS

of The Miami Herald, a daily newspaper published at
Miami in Miami-Dade County, Florida; that the attached
copy of advertisement that was published was published in said
newspaper in the issue of:

February 1st, 2019

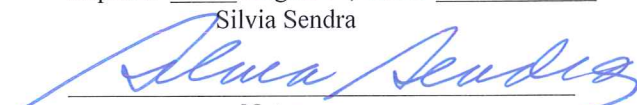
Affiant further says that the said The Miami Herald
is a newspaper published at Miami, in the said Miami-Dade
County, Florida and that the said newspaper has
heretofore been continuously published in said Dade
County, Florida each day and has been entered as
second class mail matter at the post office in Miami,
in said Miami-Dade County, Florida, for a period of one
year next preceding the first publication of the
attached copy of advertisement; and affiant further
says that he has neither paid nor promised any
person, firm or corporation any discount, rebate,
commission or refund for the purpose of securing
this advertisement for publication in the said
newspapers(s).


Sworn to and subscribed before me this
1st, day of February, 2019

My Commission

Expires: August 1st, 2022

Silvia Sendra


Notary



DANIA

Happy Valentine's Day!

BEACH PRESS

Art Comes to City Center With Dania After Dark.....	4
Columnists	6
First Watch Restaurant Opens at Dania Pointe.....	7
MLK Celebration	12-13

FREE

Serving the City of Dania Beach and Neighboring Communities Since 1938

FEBRUARY 2019

Our Roots Run Deep in Dania Beach!

50+ YEARS OF COMBINED
EXPERIENCE
SELLING DANIA BEACH!



Laura Lombardo



Nancy Anzalone PA, CRS

(954) 295-7194

ANZALONEALLSTARS@GMAIL.COM

MEADOWBROOK!

Beautifully Renovated 2/2
Condo on Ground Floor
Impact windows throughout with
Plantation Shutters

4th Floor Unit Great Views of
Lake and Sunsets. 55+ Bldg
Great Walkability to Beach and
Shopping



DANIA BEACH

COMMUNITY REDEVELOPMENT AGENCY

DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY PUBLIC NOTICE OF DISPOSITION

The Dania Beach Community Redevelopment Agency proposes to dispose of certain real property consisting of six platted lots for the purposes of redevelopment or rehabilitation in the community development area described as: West Dania Beach Blvd (south), NW 6th Avenue (east), NW 14th Court (west) and NW 2nd Street (north).

The specific parcels are:

- | | | |
|-----|---------------------------|----------------------------|
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| (2) | 19 NW 14th Avenue | (Folio #: 5042-33-01-0110) |
| (3) | 1361 W. Dania Beach Blvd. | (Folio #: 5042-33-01-0130) |
| (4) | 40 NW 14th Avenue | (Folio #: 5042-33-01-0190) |
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Further information as is available may be obtained at the offices of the Dania Beach Community Redevelopment Agency, 100 W. Dania Beach Boulevard, Dania Beach, FL 33004.

Rebuilding Together Broward County

Everyone deserves to live in a safe home and community.



1

It's about more
than a house.
It's about a home.



Our Mission

*Repairing Homes,
Revitalizing Communities,
Rebuilding Lives*



2

The Need

- **13.8 million** very low-income homeowners live in the United States
- **2.6 million** low-income homeowners struggle with the *health and economic implications* of living in unsafe and unstable homes
- **102%** increase of low-income elderly homeowners from 2000-2030
- Home equity comprises only **41%** of wealth for low-income homeowners. For higher-income households its **73%**



Cheryl is one of **1.8 million** people Rebuilding Together has helped over the last **26 years**.

[Watch](#) as Cheryl shares her inspiring story.

Repairing homes, revitalizing communities, rebuilding lives.



3

3

Working Together to Make a Difference

Rebuilding Together Broward County

Everyone deserves to live in a safe home and community.

Our work addresses crucial home repairs, safety improvements, and neighborhood revitalization work that benefit low income homeowners who are seniors, disabled and veterans.

Each year we work with more than **1,200** volunteers, skilled tradespersons and companies who help us provide health, safety and quality of life enhancements to more than **70** families and homes.



Volunteers and Partners work to create a difference in the community

Repairing homes, revitalizing communities, rebuilding lives.



4

4

Our Work Directly Impacts

- **Affordable Housing** – Home improvements help preserve the existing affordable housing stock for longtime residents
- **Area Blight** – Concentrated efforts to improve homes within a community revitalizes that neighborhood and local businesses
- **Quality of Life** – Critical repairs help aging seniors and people with disabilities live, and age, safely in their homes.
- **Redevelopment Activities** – Neighborhood improvements spurs continued redevelopment from neighbors and community businesses, improving property values



Repairing homes, revitalizing communities, rebuilding lives.



5

5

Rebuilding Together Affiliates

OUR
IMPACT



OUR
NETWORK

Rebuilding Together's affiliate network completes nearly 10,000 projects per year. Our affiliates across the country serve the needs of low-income homeowners and work to revitalize communities.



Repairing homes, revitalizing communities, rebuilding lives.



6

6

Together We Transform – National Impact

Rebuilding Together is a leading nonprofit in safe and healthy housing.

The 150+ affiliates provide critical repairs to the homes of low-income homeowners and revitalize the communities in which they live.

OUR IMPACT

IN 2017, OUR AFFILIATE NETWORK:



Repairing homes, revitalizing communities, rebuilding lives.



7

7

Our Impact Locally

2018-11 YTD REBUILDING TOGETHER:

Safe at Home 12 Senior Homes	PERFORMED INDICATORS \$ 804,485 Income In-Kind \$ 805,195 Expense \$ 186,820 # Volunteers 1,225 Volunteer Hrs. 7,350 Total Homes 130	Healthy Neighborhoods 77 Disaster Relief
Safe at Home 5 Veteran Homes	6 Block Rebuilds 5 Impact community 36 Homes Revitalized	Healthy Neighborhoods 8 Nonprofit Partners

Repairing homes, revitalizing communities, rebuilding lives.



8

8

Our Programs

Repairing Homes:

- **Safe at Home - Aging in Place:** Provides the modifications and accessibility improvements that enable low-income elderly, and/or disabled, homeowners to age comfortably and safely in their own homes.
- **Safe at Home - Veterans Housing:** Focuses on serving those who served. Often times, our veteran and active military persons struggle to maintain basic repairs on their homes. Additionally, we provide accessibility modifications for veterans wounded in service to our country.

Revitalizing Communities:

- **Block Rebuilds:** We believe in a home by home, block by block approach, by working with community partners and neighborhoods we are not only improving the quality of life for individual homeowners, but entire blocks and neighborhoods.
- **Disaster Recovery:** In the wake of disaster, the ability to return to a home that is safe and restored is a vital step towards a return to normalcy. Our focus is on long-term recovery, helping families and communities rebuild long after the storm has gone.

Repairing homes, revitalizing communities, rebuilding lives.



9

9

Safe and Healthy Homes

Together, we create safer and healthier environments, and make it possible for people to live in their own homes independently and for longer periods of time.

More Seniors want to Age-In-Place than every before

The #1 cause of injury for the elderly are slips and falls in the home.

Minor Improvements can make all the difference in the life of aging seniors.

10

Types of revitalization activities in partnership with residents, nonprofits and the community



11

Local Block Rebuild Days

#LoveSFL + Rebuilding Together. Broward County =

Community Revitalization

3 Days | 3 Cities | 30 Homes
900+ Volunteers

Nov. 4thNov. 11thNov. 18th

Repairing homes, revitalizing communities, rebuilding lives.



12

12

Marian's Home - Before

84 year old widow, Roof destroyed from Hurricane Irma



Repairing homes, revitalizing communities, rebuilding lives.



13

13

Marian's Home – The Reveal

Current Builders championed the project and helped rebuild Marian's home.



Repairing homes, revitalizing communities, rebuilding lives.



14

14

Marian's Home – The Reveal



Repairing homes, revitalizing communities, rebuilding lives.



15

15

Block Rebuilds

Hundreds of volunteers host Block Rebuilds for their groups, companies or churches.



Repairing homes, revitalizing communities, rebuilding lives.



16

16

Marjory Stoneman Douglas High School

500+ volunteers, \$75,000+ in landscaping and materials, Church United and Home Depot



Repairing homes, revitalizing communities, rebuilding lives.



17

17

Debra's Home – The Next Big Project

After year's of decay, her roof was completely destroyed from Hurricane Irma



Repairing homes, revitalizing communities, rebuilding lives.



18

18

Some of Our Partners Include



Repairing homes, revitalizing communities, rebuilding lives.



19

19

BE PART OF MAKING A DIFFERENCE



Join us in Repairing Homes and Revitalizing Communities and be a part of Rebuilding Lives for individuals, families and neighborhoods.

For more information: 954-772-9945
Info@RebuildingTogetherBroward.org
www.RebuildingTogetherBroward.org

20



For More Information

Robin Martin, Executive Director
(954) 772-9945
Robin@RebuildingTogetherBroward.org

Repairing homes, revitalizing communities, rebuilding lives.



21



Rebuilding Together.

A safe and healthy home for every person.

Our homes and our health are closely connected. Everyone deserves a safe and healthy home. A healthy home is:



CLEAN

Clean homes reduce pest infestation and exposure to contaminants.



DRY

Damp homes provide an environment for molds, dust mites, roaches and rodents. All of these can cause or worsen asthma.

PEST-FREE

Exposure to pests such as rodents or roaches can trigger asthma attacks.



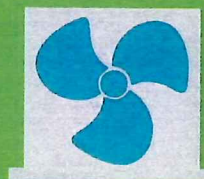
SAFE

Injuries such as falls, burns and poisonings occur most often in the home, especially for children and older adults.



THERMALLY CONTROLLED

Prolonged exposure to excessive heat, cold or humidity may place your family at risk for various health problems.



VENTILATED

Access to a good, fresh air supply in your home is important for improving respiratory health and reducing exposure to indoor air pollutants.

MAINTAINED

Poorly maintained homes are at risk for moisture, pest problems and injury hazards. Deteriorated lead-based paint in older housing is the primary cause of lead poisoning, which affects over a half-million children.

CONTAMINANT-FREE

Exposure to harmful chemicals such as lead, radon gas, asbestos particles, carbon monoxide and secondhand smoke are far higher indoors than outside.



Sources: U.S. Department of Housing & Urban Development
National Center for Healthy Housing



Health and Safety Priorities Assessment

Homeowner Name: _____ Date of Assessment _____
Address _____ City _____ Zip Code _____

25 Health and Safety Priorities

	<u>Initial</u>	<u>Final</u>
1. The homeowner has safe ingress and egress to the home	Pass/Fail	Pass/Fail
2. The roof is watertight.	Pass/Fail	Pass/Fail
3. Rainwater is effectively shed and directed away from the structure	Pass/Fail	Pass/Fail
4. Exterior walls have no gaps, cracks or holes larger than 1/8 inch	Pass/Fail	Pass/Fail
5. Windows and exterior doors open and close, lock securely, and seal well	Pass/Fail	Pass/Fail
6. Home is free of live infestation of pests, and sources of attraction are removed	Pass/Fail	Pass/Fail
7. The numerals in the property's street address are clearly visible from the street	Pass/Fail	Pass/Fail
8. Working smoke detectors are on each floor and in or near bedrooms to meet code	Pass/Fail	Pass/Fail
9. A working CO detector protects home with gas appliances or attached garage	Pass/Fail	Pass/Fail
10. A currently dated Class ABC fire extinguisher is available in or near the kitchen	Pass/Fail	Pass/Fail
11. Water heaters, furnaces and space heaters that produce CO exhaust outside	Pass/Fail	Pass/Fail
12. No known electrical hazards are present, and kitchen and baths have GFCIs	Pass/Fail	Pass/Fail
13. The homeowner has access to a working water heater, refrigerator and range	Pass/Fail	Pass/Fail
14. The kitchen and bathrooms have an exhaust fan vented outside	Pass/Fail	Pass/Fail
15. The homeowner has access to a working sink, toilet and bathtub or shower	Pass/Fail	Pass/Fail
16. Modifications to toilets and tubs assist those who need help	Pass/Fail	Pass/Fail
17. Grab bars are strategically placed for those at risk of falls	Pass/Fail	Pass/Fail
18. Stairs and steps have secure handrails that meet occupants' needs	Pass/Fail	Pass/Fail
19. Main rooms and stairs are free of tripping hazards	Pass/Fail	Pass/Fail
20. Old, filthy carpeting has been replaced, preferably with durable flooring	Pass/Fail	Pass/Fail
21. Clothes dryer, if present, vents outside with metal duct and unobstructed airflow	Pass/Fail	Pass/Fail
22. The homeowner can maintain the interior temperature in a comfortable range	Pass/Fail	Pass/Fail
23. Main rooms and stairs have adequate lighting for occupants to move safely	Pass/Fail	Pass/Fail
24. Interior paint and wall covering is intact	Pass/Fail	Pass/Fail
25. The home is free of active water leaks and serious moisture problems	Pass/Fail	Pass/Fail

Dania Beach Project Log

First Name	Last Name	Address	City	Zip	Roof Hold (Y/N)	Job Completed
Frederick	Alfred	333 Phippen Waters Road	Dania Beach	33004	N	Exterior painting, minor landscaping
Richard	Anderson	734 SW 8 Street	Dania Beach	33004	N	Exterior painting, landscaping
Melissa	Bahar	4464 SW 34 Ter	Dania Beach	33312	Y	Assessed. Laid 40x60' & 30x50' Tarps 11/19/18.
Lillian	Balcom	2602 E Marina Drive	Dania Beach	33312		Repaired Roof Leaks
Patrick	Beckford	749 Phippen Waters Road	Dania Beach	33004	N	Exterior painting, minor landscaping
Eddie	Black	235 NW 12 Street	Dania Beach	33004		Removed Tarp, Repaired Roof
Todd	Bredesen	749 SW 3rd Street	Dania Beach	33004	N	Exterior painting, minor landscaping
BSO Sub Station	City Dania Beach	803 NW 1st Street	Dania Beach	33004	N	Pressure Cleaning, minor landscaping
Robin	Ford	230 Phippen Waters Road	Dania Beach	33004	N	Exterior painting
Dorothy	Frazier-McCray	806 Phippen Waters Road	Dania Beach	33004	N	Exterior painting, minor landscaping
Isaac	Gindi	716 SW 7 Terrace	Dania Beach	33004		Exterior Painting, Minor Landscaping
Lawrence	Holland	129 NW 10th Court	Dania Beach	33004	N	Exterior painting, minor landscaping
John	Hone	30 NE 2nd Avenue	Dania Beach	33004	N	Landscaping
Dana	Humes	266 SW 5 Street	Dania Beach	33004	N	Roof Leaks. Fr./Bk. Doors repair/replace. Toilet runs. Tub? Stove 2 bad burners. 3 windows broken glass. 2 windows inoperative.
Castella	Jackson	781 Phippen Waters Road	Dania Beach	33004	N	Exterior painting, minor landscaping
Leola	Langston	105 NW 10th Court	Dania Beach	33004	N	Exterior painting, minor landscaping
Virginia Ivadel	Larkins	708 SW 7th Terrace	Dania Beach	33004		Shutters
American	Legion	41 NE 1st Court	Dania Beach	33004	N	Exterior painting, minor landscaping
American	Legion	806 NW 1st Street	Dania Beach	33004	N	Exterior painting, minor landscaping
Sydney	Lopez	729 SW 3rd Street	Dania Beach	33004	N	Exterior painting, minor landscaping
Mattie	Mason	109 NW 10th Court	Dania Beach	33004	N	Exterior painting, minor landscaping
Dorothy	McCray	806 Phippen Waters Road	Dania Beach	33004		Exterior painting, landscaping
Geneva	Murphy	34 Southwest 4th Avenue	Dania Beach	33004	N	14 Shutters Installed
Anthony	Ortiz	707 SW 8th Street	Dania Beach	33004	N	Exterior painting
Rutha	Price	38 NW 8th Avenue	Dania Beach	33004	N	
Rosaire	St. Pierre	800 Phippen Waters Road	Dania Beach	33004	N	Exterior painting, minor landscaping

Earnestine	Williams	101 NW 10th Court	Dania Beach	33004	N	Exterior painting, minor landscaping
Kimberly	Wright	781 Phippen Waters Road	Dania Beach	33004		Exterior painting, landscaping

For **30 years**, the Rebuilding Together network has provided repairs and renovations that allow our neighbors across the country **to stay** safe and healthy in their homes. Help us do more in our community.

#GIVINGTUESDAY
#GivingToSTAY



LoveSFL Rebuild - Dania

Albums

44 Photos • Updated over a year ago

In partnership with Church United, Team Depot, the Dania Beach Oasis Program, and close to 300 volunteers, we were able to have a very special Veteran's Day celebration last Saturday that included working on 6 homes, 2 American Legion Posts and the BSO Police Station.









MINUTES OF MEETING
DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY
TUESDAY, JANUARY 22, 2019 – 5:30 P.M.

1. Call to Order/Roll Call

Chair Lewellen called the meeting to order at 5:30 p.m.

Present:

Chair:	Lori Lewellen
Vice-Chair:	Lauren Odman
Board Members:	Chickie Brandimarte
	Bill Harris
	Tamara James
Executive Director:	Rickelle Williams
City Attorney:	Thomas Ansbro
CRA Secretary:	Thomas Schneider

2. Citizen Comments

There were no comments at this meeting.

3. Administrative Reports

Director Williams reviewed the memo and backup she distributed to the Board, which is attached to and incorporated into these minutes.

The Board agreed to change the October 8, 2019 CRA Board meeting to Monday, October 7, 2019 due to the Yom Kippur holiday.

Director Williams presented entrance sign options, which are attached to and incorporated into these minutes.

Discussion ensued and the Board agreed to proceed with the art deco sign (angled).

Board Member James noted she attended the kick-off meeting last week for the City Center redevelopment, and she will continue to attend future meetings.

Board Member Brandimarte said Board Member James can attend and report back to the Board.

Discussion ensued regarding Board Member attendance at the meetings.

Director Williams said the initial thought on the process moving forward was to finalize the RFP document and then schedule one-on-one meetings with the Board Members.

Chair Lewellen felt it would be better to hold individual meetings with Board Members.

Director Williams addressed the memo regarding Gangrel's Wrestling Asylum participating in the Arts & Seafood Celebration.

Vice-Chair Odman asked what the total price would be to include them in the celebration.

Director Williams responded the total cost to facilitate the event would be \$9,193.00.

Board Member Brandimarte felt Gangrel's should get a spot by the tennis courts and not by the band.

Board Member James recalled in the past the Board cut certain things out of the celebration to cut our costs. She questioned including Gangrel's, especially when it would not be special needs children performing. She supports the wrestling school, but not for the Arts & Seafood Celebration.

Vice-Chair Odman felt Gangrel's has become very good community partners; however, it may be better to wait until next year to work them into the budget appropriately. She wants to do this the right way, not a pared down presence.

Chair Lewellen noted Gangrel's has become very involved and she would like to see us do something with them. She asked about the celebration's cost to the City last year.

Director Williams responded last year's net operating cost was about \$60,000.00; we put out \$120,000.00. This year we are seeking to generate \$80,000.00 in revenue to offset the \$120-\$130,000.00 we are spending, to have a final net operating cost of \$40,000.00.

Chair Lewellen noted Gangrel's had a booth last year to sign people up and she questioned whether there is something more we could allow them to do with the booth, as opposed to actually doing a show, such as a sound system or video capacity to show matches in order to help them to promote. They should have that opportunity because they are doing a lot for the City. We do not necessarily need to do it free of charge, but perhaps give them a discounted rate.

Director Williams said she would look at our options and report back to the Board relative to something that is lower level and on a smaller scale.

The Board agreed they would like Gangrel's involved with the celebration and that we should give them a discounted, enhanced booth.

Board Member Harris asked if we could get re-quotes on some of the items listed in the memo, like security and parking attendants, to cut some of the costs.

Director Williams noted these quotes are based on current contracts and on what we think will be the added attendance.

Board Member James felt that whenever we incorporate Gangrel's, a better location would be in the Casino parking lot. When we do this, we will have more organizations approach us to add services to the celebration and we will have to give them the same treatment we give Gangrel's.

Chair Lewellen felt we would have to look at everybody on a case-by-case basis.

Board Member Brandimarte felt Gangrel's would add excitement to the celebration.

Board Member Harris motioned to accept Gangrel's proposal and direct Director Williams to pare it down to reduce the cost; seconded by Board Member Brandimarte. The motion failed on the following 2-3 Roll Call vote:

Board Member Brandimarte	Yes	Vice-Chair Odman	No
Board Member Harris	Yes	Chair Lewellen	No
Board Member James	No		

3.1 2019 Arts and Seafood Celebration - Status Report

3.2 Homebuyer Education Course Schedule

3.3 3rd Annual Business Luncheon

Director Williams reviewed the flyer included in the agenda packet.

3.4 PATCH Annual Event Calendar

4. Presentations

There were no presentations at this meeting.

5. Consent Agenda

5.1 Minutes:
Approve Minutes of the December 11, 2018 CRA Board Meeting

5.2 Travel Requests:

Request from DeAndrae Spradley, Economic Development Manager, to attend the Florida Redevelopment Association (FRA) Training - Operations & Capacity Building in Orlando, Florida, on February 21-23, 2019 (Estimated cost \$1,083.34)

Request from Kisha Payen, CRA Coordinator, to attend the Florida Redevelopment Association (FRA) Training - Operations & Capacity Building in Orlando, Florida, on February 21-23, 2019 (Estimated cost \$1,074.07)

Board Member James motioned to approve the Consent Agenda; seconded by Board Member Harris. The motion carried unanimously.

6. Proposals and Bids

There were no proposals on this agenda.

7. Discussion and Possible Action

7.1 Housing Development Proposals

Director Williams reviewed the information included in the agenda packet. There was one proposal received, which was from Affordable Housing Development Solutions. They would like to develop homes in Dania Beach in partnership with Decota Construction, and anticipate sharing profits with the CRA at \$20,000.00 per home.

Board Member Brandimarte questioned only one firm submitting a proposal and how we advertised.

Director Williams explained there were other firms interested, but they could not meet the price points or financial capacity or they need a longer lead time.

Board Member James noted she had spoken to a few of the developers that were interested; they felt the only way they could make it profitable would be if they were given the lots for free. Decota giving us back \$20,000.00 for each property means that we are going to get our money back from down payment assistance.

Chair Lewellen said she is concerned there was only one firm that submitted a proposal, and asked if the photographs in the agenda packet are other properties Affordable Housing Development Solutions has built.

Director Williams responded yes, and spoke about viewing their most recent homes in South Miami, as well as the properties listed by Decota Construction.

Chair Lewellen asked if anyone has looked at the oldest homes they have built and how they have held up.

Director Williams responded that earlier on in this process she observed the exteriors of the older homes and saw standard wear and tear.

Chair Lewellen said with only one developer willing to do this, and at a lower price than what was initially discussed, she is very concerned about the quality of the homes and that they may not be quality products at the end of 10 years. She questioned doing the project one home at a time.

Director Williams explained how this would deter developers from being interested.

Chair Lewellen asked if there was anything we could do to increase the number of developers interested in this.

Director Williams said perhaps if we extended the projected timeline there would be more interest. Her hesitation is that we have already generated public interest for the six homes and people are already invested in the process and timeline of the homes being completed by summer of this year.

Chair Lewellen questioned how much of a time extension would be needed to generate more developer interest.

Director Williams responded most developers, especially the higher capacity ones, want to have something in place for at least nine months, which would be within the calendar year but not the fiscal year.

Chair Lewellen repeated her concern about there only being one proposal.

Vice-Chair Odman said Mr. Decota is a humanitarian spirit. She would like to have seen more proposals, but does not have the same concern. She asked if it would be possible to put this back out for 30 days and if there are no more proposals, we move forward with the one proposal we received.

Director Williams responded this is possible; she noted other developers did not want to share any of the revenue with the CRA.

Board Member Brandimarte said that only advertising in the Sun Sentinel is not enough; we need other advertising. She is uncomfortable with one builder ending up with all of the lots.

Chair Lewellen asked if we have been in touch with Habitat for Humanity or HUD.

Director Williams said Habitat for Humanity needs a longer lead time to raise money for the six parcels. We are now talking to them about the five parcels. She noted they sell the homes for their appraised value, which is of concern to her because this is an affordable housing project and we are trying to get people into homes affordably.

Chair Lewellen agreed we should put this out for another 30 or 45 days, but at the same time, perhaps look at some of these other organizations that do this sort of thing to come up with another solution if we do not get any other developers who are interested.

Board Member Harris said it is a situation where the more we look, the more we will find because there are so many other organizations out there. He agreed we should put it out again and advertise in trade publications and the tri-county newspapers.

Board Member James agreed to the idea of putting it back out, with the understanding a lot of these organizations do not have the funding and need a specific amount of time to fund raise the money. Broward County does not have any money nor a trust fund established yet; funding from Washington takes years. We have to be realistic about what price we are going to put on these houses; otherwise, they will set vacant.

Board Member James motioned to go back out for 30 days for other proposers, with additional advertising, and if a sensible proposal is not received, proceed with the single proposal received; seconded by Board Member Harris. The motion carried on the following 5-0 Roll Call vote:

Board Member Brandimarte	Yes	Vice-Chair Odman	Yes
Board Member Harris	Yes	Chair Lewellen	Yes
Board Member James	Yes		

8. Board Member Comments

Board Member Harris noted regarding housing development proposals, there might be someone out there who has something better that we have not thought about yet.

9. Information Items

There were no items on this agenda.

10. Adjournment

Chair Lewellen adjourned the meeting at 6:40 p.m.

ATTEST:

COMMUNITY REDEVELOPMENT
AGENCY

THOMAS SCHNEIDER, CMC
CRA SECRETARY

LORI LEWELLEN
CHAIR – CRA

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

Request from Rickelle Williams, CRA Executive Director, to attend the Safe Streets Summit 2019 in Miami, Florida, on February 25-26, 2019 (Estimated cost \$320.20)

Request from DeAndrae Spradley, Economic Development Manager, to attend the Safe Streets Summit 2019 in Miami, Florida, on February 24-26, 2019 (Estimated cost \$827.21)

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - Travel Request for Williams & Spradley Safe Streets Summit February 25-26, 2019, Travel Request - Rickelle Williams Safe Streets Summit, Miami February 25-26, 2019, Travel Request - DeAndrae Spradley Safe Streets Summit, Miami February 24-26, 2019

To: Chair, Vice Chair and Board of Commissioners

From: Rickelle Williams, Executive Director

Date: February 12, 2019

Re: Travel Request for, Rickelle Williams and DeAndrae Spradley to attend the Safe Streets Summit Conference in Miami, FL on February 25 – 26, 2019

Background

The Safe Streets Summit is a collaborative effort between the Miami-Dade Transportation Planning Organization, the Broward Metropolitan Planning Organization as well as the Palm Beach Transportation Planning Agency to provide a local yet regionally connected approach to prioritizing and implementing Complete Streets throughout Southeast Florida. The Safe Streets Summit is holding its annual conference in Miami, Florida on February 25-26, 2019.

Request

The CRA is requesting travel authorization for CRA Executive Director, Rickelle Williams, and CRA Economic Development Manager, DeAndrae Spradley, to attend the Urban Health Partnership Safe Streets Summit on February 25th and 26th. The conference is being held at the Intercontinental Miami.

The CRA is requesting an exception to the attached travel policy to allow for certain travel expenses within the Tri-County area specifically for Mr. Spradley. Mr. Spradley resides in Riviera Beach, Florida, about seventy-seven (77) miles from the conference site. As conference registration begins at 7:45 AM on February 25th, the CRA is requesting lodging for Mr. Spradley at the Holiday Inn Port of Miami, which is a cheaper hotel ten (10) minutes walking distance from the conference site.

In addition, Mr. Spradley will be attending a previously approved Florida Redevelopment Association Academy training from February 21-23, 2019 in Orlando, Florida. The CRA is requesting that Mr. Spradley extend the February 21st - 23rd rental car period to include travel to the Safe Streets Summit. This is a less expensive option as compared to beginning a new rental car period or mileage reimbursement.

Ms. Williams will not require a hotel. Both Ms. Williams and Mr. Spradley will return on February 26, 2019. Total travel costs are as follows.

Rickelle Williams	\$ 320.02
DeAndrae Spradley	\$ 827.21

Recommendation

Motion to approve CRA staff travel authorizations and ratify expenditures.

CITY OF DANIA BEACH LOCAL TRAVEL AUTHORIZATION

EMPLOYEE: Rickelle Williams
DEPARTMENT: CRA
LOCATION: Miami, FL
TRIP/TRAINING DATE: February 25 - 26, 2019
PURPOSE: Attend Safe Streets Summit 2019

CHECK ONE ☒ Certification
☒ General Training
☐ License
☒ Other

Note any overnight or out of state travel events attended in the last 12 months:

ICSC Conference, August 2018
 FRA Academy & 2018 Conference, October 2018

ACCOUNT NO: 106-52-01-552-40-10

COST SUMMARY		
Expense	Description	Estimate
Registration	Urban Health Partnerships	\$ 115.00
Parking (2 @ \$27)	Intercontinental Miami	\$ 54.00
Per Diem	Rickelle Williams	\$ 99.00
TOTAL EXPENSES		\$ 268.00

MILEAGE DETAIL - PERSONAL VEHICLE (attach MapQuest or Google Maps mileage calculation)				
Departure/Destination			Standard Mileage Calculation	
Dania Beach City Hall, Dania Beach, FL			Cost per Mile	Round Trip Mileage
Intercontinental Miami, Miami, FL			0.58	90.0
TOTAL MILEAGE CALCULATION			\$	52.20

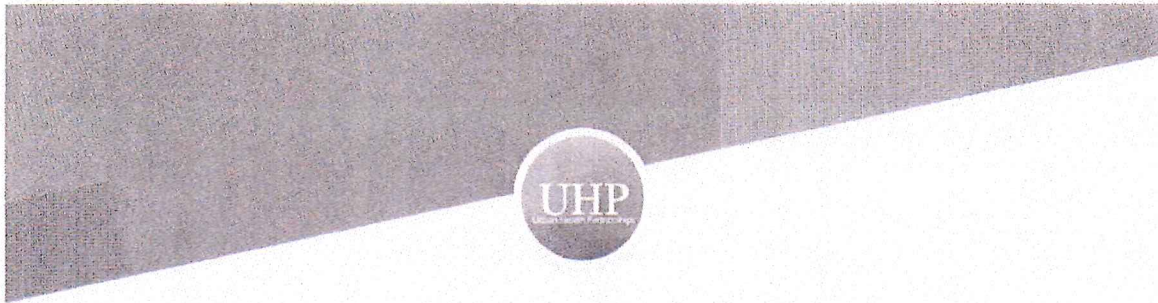
TOTAL ESTIMATED TRAVEL COST **\$ 320.20**

I hereby certify that travel as shown above is to be incurred in connection with official business of the City of Dania Beach.		
Traveler (print)	Signature	Date
Rickelle Williams	<i>Rickelle Williams</i>	2/7/19
CRA Director (print)	Signature	Date
Rickelle Williams	<i>Rickelle Williams</i>	2/7/19
Finance Director (print)	Signature	Date
Nicki Satterfield	<i>Nicki Satterfield</i>	2/7/19

TO BE COMPLETED BY FINANCE		
Preparer (print name)	Signature	Date
Tania Stevens	<i>TAS</i>	2/7/19

White Davis, Kha

From: Urban Health Partnerships <receipts+aklOBvZS5UJo4dRsdTIF@stripe.com>
Sent: Monday, February 04, 2019 12:23 PM
To: White Davis, Kha
Subject: Your Urban Health Partnerships receipt [#1848-0285]



Receipt from Urban Health Partnerships

Receipt #1848-0285

AMOUNT PAID	DATE PAID	PAYMENT METHOD
\$230	February 4, 2019	VISA 1190

SUMMARY

Safe Streets Summit 2019 Registration	\$230.00
---------------------------------------	----------

Amount paid	\$230.00 \$115.00 per registration
--------------------	---

If you have any questions, contact us at info@urbanhs.com or call at +1 786-224-2309.

Something wrong with the email? [View it in your browser.](#)

You're receiving this email because you made a purchase at Urban Health Partnerships. Urban Health Partnerships partners with Stripe to provide secure invoicing and payments processing.

Stripe, 510 Townsend Street, San Francisco CA 94103

YOUR TRIP:Total Route: **54 min - 45.0 miles**

Est. Fuel cost: \$2.81 - IRS Reimbursement: \$24.55

Print a full health report of your car with HUM
vehicle diagnostics (800) 906-2501

100 W Dania Beach Blvd, Dania, FL 33004-3643



1. Start out going west on W Dania Beach Blvd toward NW 3rd Ave.

Then 0.03 miles



2. Turn left onto SW 3rd Ave.

Then 0.25 miles



3. Turn right onto Stirling Rd/FL-848.

Then 1.00 miles



4. Turn left to take the I-95 S ramp toward Miami.

Then 0.02 miles



5. Merge onto I-95 S.

Then 20.19 miles

6. Take EXIT 2C-A on the left toward Biscayne Blvd.

Then 0.33 miles



7. Keep right to take the US-1 N ramp toward Biscayne Blvd.

Then 0.37 miles



8. Turn right onto SE 2nd Ave/US-1 N/US-41 S/FL-5.

Then 0.03 miles



9. Turn slight left onto Biscayne Boulevard Way/US-1 N/FL-5. Continue to follow US-1 N/FL-5.

Then 0.22 miles



10. Keep right at the fork to go on S Biscayne Blvd/US-1 N/US-41 N/FL-5.

Then 0.09 miles



11. Turn right onto Chopin Plz.

Then 0.11 miles



12. 100 CHOPIN PLZ is on the right.



InterContinental Miami

This leg: 26 min - 22.64 miles



1. Start out going east on Chopin Plz.

Then 0.02 miles



2. Make a U-turn onto Chopin Plz.

Then 0.13 miles



3. Turn right onto S Biscayne Blvd/US-1 N/US-41 N/FL-5.

Then 0.48 miles



4. Turn left onto NE 6th St.

Then 0.70 miles



5. Turn right onto NW 3rd Ave.

Then 0.14 miles



6. Merge onto I-95 N via the ramp on the left.

Then 19.34 miles



7. Take the FL-848/Stirling Rd exit, EXIT 22.

Then 0.36 miles



8. Merge onto Stirling Rd/FL-848 toward Dania Beach.

Then 0.95 miles



9. Turn slight left onto SW 3rd Ave.

Then 0.27 miles



10. Turn right onto W Dania Beach Blvd.

Then 0.03 miles



11. 100 W DANIA BEACH BLVD is on the right.



100 W Dania Beach Blvd, Dania, FL 33004-3643

This leg: 27 min - 22.41 miles



IRS issues standard mileage rates for 2019

IR-2018-251, December 14, 2018

WASHINGTON — The Internal Revenue Service today issued the 2019 optional standard mileage rates used to calculate the deductible costs of operating an automobile for business, charitable, medical or moving purposes.

Beginning on Jan. 1, 2019, the standard mileage rates for the use of a car (also vans, pickups or panel trucks) will be:

- **58 cents per mile driven** for business use, up 3.5 cents from the rate for 2018,
- 20 cents per mile driven for medical or moving purposes, up 2 cents from the rate for 2018, and
- 14 cents per mile driven in service of charitable organizations.

The business mileage rate increased 3.5 cents for business travel driven and 2 cents for medical and certain moving expense from the rates for 2018. The charitable rate is set by statute and remains unchanged.

It is important to note that under the Tax Cuts and Jobs Act, taxpayers cannot claim a miscellaneous itemized deduction for unreimbursed employee travel expenses. Taxpayers also cannot claim a deduction for moving expenses, except members of the Armed Forces on active duty moving under orders to a permanent change of station. For more details see [Notice-2019-02](#).

The standard mileage rate for business use is based on an annual study of the fixed and variable costs of operating an automobile. The rate for medical and moving purposes is based on the variable costs.

Taxpayers always have the option of calculating the actual costs of using their vehicle rather than using the standard mileage rates.

A taxpayer may not use the business standard mileage rate for a vehicle after using any depreciation method under the Modified Accelerated Cost Recovery System (MACRS) or after claiming a Section 179 deduction for that vehicle. In addition, the business standard mileage rate cannot be used for more than four vehicles used simultaneously. These and other limitations are described in section 4.05 of [Rev. Proc. 2010-51](#).

City of Dania Beach
Travel Per Diem Calculator

Traveler Name: Rickelle Williams

Description of Trip: Attend Safe Streets Summit 2019

Daily Per Diem Rate for FY 19: \$ 66.00

Destination: Miami, FL

First Date of Travel 25-Feb-19

Last Date of Travel 26-Feb-19

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Date							
Breakfast 15%							
Lunch 35%							
Dinner 50%							
Total Daily total =							

	Travel	Travel					
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Date	25-Feb-19	26-Feb-19					
Breakfast 15%							
Lunch 35%							
Dinner 50%							
Total Daily total =	\$ 49.50	\$ 49.50					

Pro-rating Per Diem for Travel Date of Departure/Return: \$ 49.50

Total Per Diem Due to Traveler \$ 99.00

Meal Exclusions		
Date	Meal Provided	Amount
N/A		



FY 2019 Per Diem Rates for Miami, Florida

Meals & Incidentals (M&IE) Breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & LastDay of Travel
Miami	Miami-Dade	\$66	\$16	\$17	\$28	\$5	\$49.50



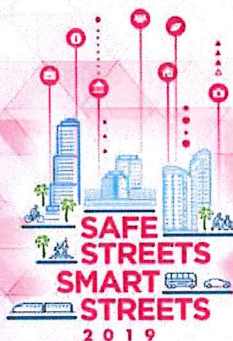
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MIAMI-DADE • BROWARD • PALM BEACH



#SafeStreetsSummit



FEBRUARY 25-26

Miami, FL

CONFERENCE AGENDA

[Home](#) › [Program](#) › Conference Agenda

Monday, February 25, 2019

Intercontinental Miami
100 Chopin Plaza
Miami, FL 33131

7:45 a.m. – 9:00
a.m.

Registration, Networking, and Continental Breakfast

9:00 a.m. – 9:15
a.m.

Welcome

Emcee: Emiko Atherton, Director, National Complete Streets Coalition

9:15 a.m. – 10:00
a.m.

Opening Session

Speaker:

Darcy Kitching, Walk 2 Connect

[+ READ MORE](#)

10:00 a.m.- 10:15
a.m.

Break

10:15 a.m. - 11:15
a.m.

We Planned This City on Walk and Roll: Designing Smart Mobility for All

Moderator: Carlos Cruz-Casas, Assistant Director, Miami-Dade County, Department of Transportation & Public works

Speakers:

Kyle Wagenschutz, Director of Local Innovation, People for Bikes

Ashley Hand, Cityfi

Paul White, Bird

[+ READ MORE](#)

11:15 a.m. - 12:15
p.m.

Building Ridership: Talking SMART Transit with Jeff Wood

Moderator: Jeffrey Wood, Principal, The Overhead Wire

Speakers:

Chris Sinclair, Renaissance Planning

Alice Bravo, Director, Miami-Dade Department of Transportation and Public Works

[+ READ MORE](#)

12:15 p.m. - 1:00
p.m.

Lunch Buffet

1:00p.m. - 1:30
p.m.

Safe Streets Awards

1:30 p.m. - 2:30
p.m.

Keynote Session: Beyond Traffic: The Emergence of a Connected City

Anthony Foxx, 17th US Secretary of Transportation, Chief Policy Officer, Lyft

[+ READ MORE](#)

2:30 p.m.- 3:00
p.m.

Advocacy to Action: Making Political Champions for Complete Streets

Moderator: Janisse Schoepp, Health Foundation of South Florida

Speakers:

Councilman Ryan Dorsey, Baltimore City

Tabitha Decker, Transit Center

Rebecca Serna, Atlanta Bicycle Coalition

[+ READ MORE](#)

3:00 p.m. - 3.45
p.m.

Closing Remarks

3:45 p.m. - 5:00
p.m.

Networking and Social Hour and Meet and Greet with Anthony Foxx

Learn more about our great speakers [here](#)!

*This is a preliminary conference agenda. Please check back for updates.

Tuesday, February 26, 2019 • Mobile Workshop

Brightline MiamiCentral Station
600 NW 1st Ave
Miami, FL 33136

As part of this year's Safe Street Summit, multiple tours will be conducted through the Mobile Workshop. To learn more about each tour, please check out our [Mobile Workshop](#) page.

You may also want to check out previous Safe Streets Summits to learn more about this exciting conference. To view programs, presentations, videos, and pictures, please visit our [Archives](#) page.

CITY OF DANIA BEACH LOCAL TRAVEL AUTHORIZATION

EMPLOYEE: DeAndrae Spradley
 DEPARTMENT: CRA
 LOCATION: Miami, FL
 TRIP/TRAINING DATE: February 24 - 26, 2019
 PURPOSE: Attend Safe Streets Summit 2019

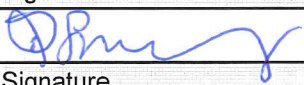
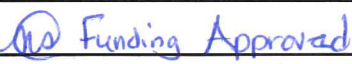
CHECK ONE ☒ Certification
☒ General Training
☐ License
☒ Other

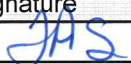
Note any overnight or out of state travel events attended in the last 12 months:
 N/A

ACCOUNT NO: 106-52-01-552-40-10

COST SUMMARY		
Expense	Description	Estimate
Registration	Urban Health Partnerships	\$ 115.00
Lodging (2 nights)	Holiday Inn Port of Miami-Downtown	\$ 438.00
Parking (2 nights @ \$27)	Holiday Inn Port of Miami-Downtown	\$ 54.00
Rental Car	Enterprise	\$88.21
Per Diem	DeAndrae Spradley	\$ 132.00
TOTAL EXPENSES		\$ 827.21

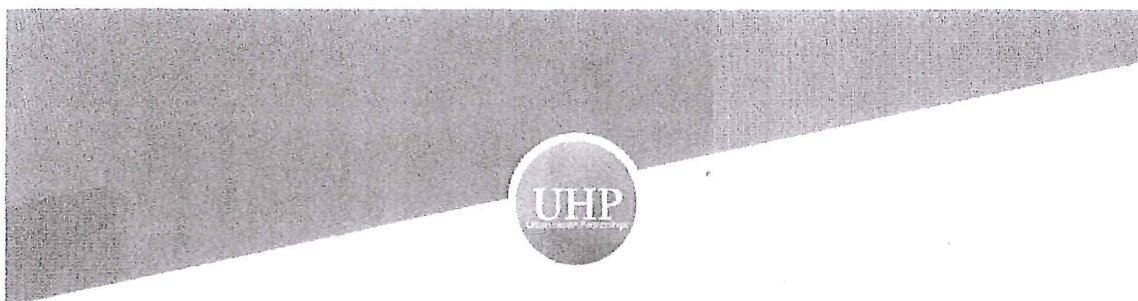
TOTAL ESTIMATED TRAVEL COST \$ 827.21

I hereby certify that travel as shown above is to be incurred in connection with official business of the City of Dania Beach.		
Traveler (print)	Signature	Date
DeAndrae Spradley		2/7/19
Department Head (print)	Signature	Date
Rickelle Williams		2/7/19
Finance Director (print)	Signature	Date
Nicki Satterfield		2/7/19

TO BE COMPLETED BY FINANCE		
Preparer (print name)	Signature	Date
Tania Stevens		2/7/19

White Davis, Kha

From: Urban Health Partnerships <receipts+aklOBvZS5UJo4dRsdTIF@stripe.com>
Sent: Monday, February 04, 2019 12:23 PM
To: White Davis, Kha
Subject: Your Urban Health Partnerships receipt [#1848-0285]



Receipt from Urban Health Partnerships

Receipt #1848-0285

AMOUNT PAID	DATE PAID	PAYMENT METHOD
\$230	February 4, 2019	VISA - 1190

SUMMARY

Safe Streets Summit 2019 Registration	\$230.00
---------------------------------------	----------

Amount paid	\$230.00 \$115.00 per registration
--------------------	---

If you have any questions, contact us at info@urbanhs.com or call at +1 786-224-2309.

Something wrong with the email? [View it in your browser.](#)

You're receiving this email because you made a purchase at Urban Health Partnerships. Urban Health Partnerships partners with Stripe to provide secure invoicing and payments processing.

Stripe, 510 Townsend Street, San Francisco CA 94103

Stevens, Tania

From: White Davis, Kha
Sent: Tuesday, February 05, 2019 11:20 AM
To: Stevens, Tania
Cc: Spradley, DeAndrae; Weekes, Kathleen
Subject: FW: Your Updated Reservation Confirmation # 44414775 at Holiday Inn.

Below is the reservation for Safe Street Summit

Thanks very much,

Sincerely,

Kha

Kha White Davis
Administrative Specialist
City of Dania Beach
Community Redevelopment Agency
100 W. Dania Beach Boulevard
Dania Beach, FL 33004
www.DaniaBeachCRA.org
Phone 954-924-6801 ext 3738
Fax 954-921-2604
kwhitedavis@daniabeachfl.gov



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<http://daniabeachartsandseafoodcelebration.com/#>

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From: Holiday Inn Reservations [mailto:HolidayInn@reservations.ihg.com]
Sent: Tuesday, February 05, 2019 11:04 AM
To: White Davis, Kha
Subject: Your Updated Reservation Confirmation # 44414775 at Holiday Inn.

[Thank you for choosing Holiday Inn.](#)

View with Images  



Reservation Updated.

Reservations | Locations | Customer Care | IHG® Rewards Club



Holiday Inn Port Of Miami-Downtown

340 Biscayne Boulevard
Miami, FL 33132

Hotel Front Desk: 1-305-3714400

Guest Name: Deandrae Spradley

Check In: Check Out: Rooms: Adults:

02/24/19 – 02/26/19 **1** **1**

03:00 PM 11:00 AM



MODIFY RESERVATION



CUSTOMER CARE



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GROUND TRANSPORTATION



CANCEL RESERVATION



UPGRADE RESERVATION

Your confirmation number is: **44414775**. Select your [preferences](#) before your stay.

King Location Nonsmoke

Rate Type: **State Government-US**

Number of Rooms: 1

Room Rate Per Night:

Sun 24 Feb 2019 - Sun 24 Feb 2019 \$229.00 (USD)

Mon 25 Feb 2019 - Mon 25 Feb 2019 \$209.00 (USD)

Total Taxes: \$56.94 (USD)

Estimated Total Price: \$494.94 (USD)*

[VIEW MORE RESERVATION DETAILS](#)



UPGRADE YOUR ROOM.
ONLY \$10 MORE PER NIGHT

[UPGRADE TODAY >>](#)

Cancellation Policy: Canceling your reservation before 4:00 PM (local hotel time) on Saturday, 23 February, 2019 will result in no charge. Canceling your reservation after 4:00 PM (local hotel time) on 23 February, 2019, or failing to show, will result in a charge equal to the first night's stay per room to your credit card. Taxes may apply. Failing to call or show before check-out time after the first night of a reservation will result in cancellation of the remainder of your reservation.

Hotel Information:

Daily Valet Parking Fee: \$27.00 (USD)

Pet Policy: No pets allowed. Only Service Animals are permitted.

* Additional taxes and charges may apply. Other hotel-specific service charges may also apply.



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Estimated Earnings:

4380 IHG REWARDS CLUB POINTS

Rate your Service

Thank you for calling our Reservations department. Please provide feedback for your phone representative.

[» Give Your Feedback](#)

Things to do

Make the most of your stay, check out local information and nearby attractions.

[» See What's Local](#)

Places to Dine

Explore Miami dining and restaurants in the nearby area.

» [See What's on the menu](#)

Thank you for booking with Holiday Inn. We look forward to your stay.

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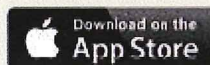
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This email was sent to kwhitedavis@daniabeachfl.gov

You have received this email as a result of your recent transaction with Holiday Inn Port Of Miami-Downtown.

This email is for posting only. Please do not reply.

Only the reservation as entered into and confirmed by our system will be honored. Any written or printed confirmation that has been altered may be rejected by the hotel.

As exchange rates may fluctuate from the time a reservation is made until the time of arrival, the confirmed rate is guaranteed in the hotel's base currency. Your privacy is extremely important to us. Read our [Privacy Statement](#).

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Existing Reservation

[Back](#)[Modify Reservation](#)[Cancel Reservation](#)**Confirmation No:****1735051509****Driver's Name:**

DeAndrae Spradley

Email:

dspradley@daniabeachfl.gov

Phone #:

+1 954-924-6801

Reservation Details

Pickup Date & Time:

Thu, Feb 21 2019 12:00 PM

Return Date & Time:

Tue, Feb 26 2019 5:00 PM

Pickup Location:Wpb North Congress
1889 North Congress Ave
West Palm Beach, FL, United States 33409**Return Location:**Wpb North Congress
1889 North Congress Ave
West Palm Beach, FL, United States 33409

Vehicle Details

Economy

Mitsubishi Mirage or similar

Air Conditioner

Automatic

4 passengers



2 bags
AM/FM Stereo Radio
ABS Brakes

Protection Products

Collision damage waiver full
Roadside assistance protection

Payment

Billing number: *****390

Rate Details

Base Rate	153.00 USD
Collision Damage Waiver Full	(included)
Roadside Assistance Protection	(included)
Vlf Rec	(included)
Tire Fee	(included)
Sc Rec	12.00 USD
Sales Tax	11.55 USD
Total Price	176.55 USD

Your discount has been applied.

This vehicle comes with unlimited mileage.

Hours of Operation

Sunday 8:00 AM — 5:00 PM

Monday	7:30 AM – 6:00 PM
Tuesday	7:30 AM – 6:00 PM
Wednesday	7:30 AM – 6:00 PM
Thursday	7:30 AM – 6:00 PM
Friday	7:30 AM – 6:00 PM
Saturday	8:00 AM – 5:00 PM

Send Copy of
Confirmation

Send

Enter a second email address if you want to receive an extra copy of the email confirmation.

Print Confirmation

City of Dania Beach
Travel Per Diem Calculator

Traveler Name: DeAndrae Spradley

Description of Trip: Attend Safe Streets Summit 2019

Daily Per Diem Rate for FY 19: \$ 66.00

Destination: Miami, FL

First Date of Travel 24-Feb-19

Last Date of Travel 26-Feb-19

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Travel Sunday
Date							24-Feb-19
Breakfast 15%							
Lunch 35%							
Dinner 50%							
Total Daily total =							\$ 49.50

	Monday	Travel Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Date	25-Feb-19	26-Feb-19					
Breakfast 15%	\$ -						
Lunch 35%	\$ -						
Dinner 50%	\$ 33.00						
Total Daily total =	\$ 33.00	\$ 49.50					

Pro-rating Per Diem for Travel Date of Departure/Return: \$ 49.50

Total Per Diem Due to Traveler \$ 132.00

Meal Exclusions		
Date	Meal Provided	Amount
25-Feb-19	Breakfast	\$ 9.90
25-Feb-19	Lunch	\$ 23.10



FY 2019 Per Diem Rates for Miami, Florida

Meals & Incidentals (M&IE) Breakdown

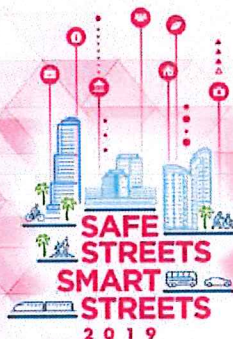
Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel
Miami	Miami-Dade	\$66	\$16	\$17	\$28	\$5	\$49.50

Select Language Powered by  Google Translate

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#SafeStreetsSummit



FEBRUARY 25-26

Miami, FL

CONFERENCE AGENDA

[Home](#) › [Program](#) › Conference Agenda

Monday, February 25, 2019

Intercontinental Miami

100 Chopin Plaza

Miami, FL 33131

7:45 a.m. – 9:00

a.m.

Registration, Networking, and Continental Breakfast

9:00 a.m. – 9:15

a.m.

Welcome

Emcee: Emiko Atherton, Director, National Complete Streets Coalition

9:15 a.m. – 10:00

a.m.

Opening Session

Speaker:

Darcy Kitching, Walk 2 Connect

[+ READ MORE](#)

10:00 a.m.- 10:15
a.m.

Break

10:15 a.m. - 11:15
a.m.

We Planned This City on Walk and Roll: Designing Smart Mobility for All

Moderator: Carlos Cruz-Casas, Assistant Director, Miami-Dade County, Department of Transportation & Public works

Speakers:

Kyle Wagenshutz, Director of Local Innovation, People for Bikes

Ashley Hand, Cityfi

Paul White, Bird

[+ READ MORE](#)

11:15 a.m. - 12:15
p.m.

Building Ridership: Talking SMART Transit with Jeff Wood

Moderator: Jeffrey Wood, Principal, The Overhead Wire

Speakers:

Chris Sinclair, Renaissance Planning

Alice Bravo, Director, Miami-Dade Department of Transportation and Public Works

[+ READ MORE](#)

12:15 p.m. - 1:00
p.m.

Lunch Buffet

1:00p.m. - 1:30
p.m.

Safe Streets Awards

1:30 p.m. - 2:30
p.m.

Keynote Session: Beyond Traffic: The Emergence of a Connected City

Anthony Foxx, 17th US Secretary of Transportation, Chief Policy Officer, Lyft

[+ READ MORE](#)

2:30 p.m.- 3:00
p.m.

Advocacy to Action: Making Political Champions for Complete Streets

Moderator: Janisse Schoepp, Health Foundation of South Florida

Speakers:

Councilman Ryan Dorsey, Baltimore City

Tabitha Decker, Transit Center

Rebecca Serna, Atlanta Bicycle Coalition

[+ READ MORE](#)

3:00 p.m. - 3.45
p.m.

Closing Remarks

3:45 p.m. - 5:00
p.m.

Networking and Social Hour and Meet and Greet with Anthony Foxx

Learn more about our great speakers [here!](#)

*This is a preliminary conference agenda. Please check back for updates.

Tuesday, February 26, 2019 • Mobile Workshop

Brightline MiamiCentral Station
600 NW 1st Ave
Miami, FL 33136

As part of this year's Safe Street Summit, multiple tours will be conducted through the Mobile Workshop. To learn more about each tour, please check out our [Mobile Workshop](#) page.

You may also want to check out previous Safe Streets Summits to learn more about this exciting conference. To view programs, presentations, videos, and pictures, please visit our [Archives](#) page.

RESOLUTION NO. 2018-074

A RESOLUTION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING THE CITY TRAVEL POLICY APPLICABLE TO ELECTED OFFICIALS TO PROVIDE FOR TRAVEL REIMBURSEMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the City of Dania Beach Travel Policy applicable to City employees and elected officials, is amended to allow travel reimbursement for lodging by elected City officials, as specified in the Policy, a copy of which is attached as Exhibit "A", and incorporated by this reference.

Section 2. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 3. That this Resolution shall be retroactive to May 22, 2018.

PASSED AND ADOPTED on June 12, 2018.

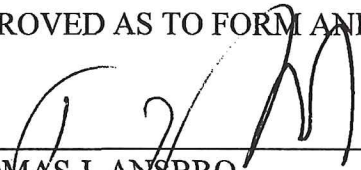
ATTEST:


THOMAS SCHNEIDER, CMC
CITY CLERK




TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:


THOMAS J. ANSBROSIO
CITY ATTORNEY

CITY OF DANIA BEACH

TRAVEL POLICY

Purpose/Scope

All employees (including for the purposes of this policy the City Commission, the City Manager and the City Attorney) traveling at City expense or on City time are governed by this policy. This policy is designed to cover reasonable employee expenses while traveling on City business and to promote the prudent use of public funds and establish standards for travel while representing the City.

Definitions

Employee: shall mean an individual who is appointed to a regular full-time or regular part-time position traveling on City business (but shall also, for purposes of this policy only, include elected officials, the City Manager and the City Attorney).

Travel Expenses: shall mean the usual, ordinary and incidental costs incurred for travel purposes. Point of Origin: shall mean the City of Dania Beach municipal building in which an employee works. Out of State Trip shall mean a trip out of the state of Florida. Out of Town Trip shall mean a trip within the state of Florida. Local Travel shall mean travel within the tri-county area of Palm Beach County, Miami-Dade County and Broward County.

Policy / Procedures

Travel Authorization

Overnight travel, out-of-state travel, and air travel require the advance approval, in writing, by the City Manager and the City Commission. This is to be accomplished using the City of Dania Beach Pre-Approved Travel Authorization form.

Employees requesting only mileage, meal reimbursement or both must obtain pre-approval from the Department Director and should submit for mileage reimbursement to the Finance Department upon their return.

Failure to obtain approval for a travel request before expenses are incurred will be disallowed unless such travel is approved by the City Manager and City Commission, based on extenuating circumstances.

Whenever possible, arrangements should be made for advance billing and direct payment for registration, lodging and airline tickets, from the City directly to the vendors.

Lodging

For travel outside the tri-county area (Miami-Dade, Broward and Palm Beach counties), the employee will be allowed reasonable costs for lodging, priced at a single-occupancy standard rate, or if appropriate, the preferred rate offered by conference sponsors. For travel outside and within the tri-county area, members of the City Commission will be allowed reasonable costs of

lodging at the rates specified above applicable to City employees. Room sharing will be encouraged, when appropriate. A hotel/motel receipt is required for all lodging and must be returned with the Travel Expense Voucher Reconciliation. The employee must provide the hotel/motel with a copy of the City's tax-exempt certificate upon check-in. If the employee does not provide the hotel with the certificate, he/she will not be reimbursed for the sales tax portion of the bill. In the event that the hotel/motel does not honor the tax-exempt certificate and state sales tax is applied, the employee will be reimbursed for that amount.

Meals

When traveling, a flat rate (per diem and incidental charges) inclusive of gratuities will be granted to an employee. The City adopts the IRS allowable rate (Publication 1542). This publication provides a standard rate for most United States counties. The Finance Department is responsible for obtaining from IRS the annually revised rate and distributing it to each department. The per diem eliminates the need for actual receipts and itemized per meal listings and adopting the IRS rules will eliminate any reporting to IRS as additional earnings. This flat per diem rate will be reduced for meals provided by the Conference or additional registration for special functions. The prorated amount will be based on the following percentage applying to the IRS allowable rate:

- Breakfast: 15%
- Lunch: 35%
- Dinner: 50%

For the day of travel, the City utilizes Method 1 of the IRS regulation which repays the employee $\frac{3}{4}$ of the daily standard allowance. For a one-day seminar at which lunch is not provided, upon proof or receipt, the City will reimburse up to \$10.00, except for those individuals who receive a monthly expense allowance.

Miscellaneous Incidental Expenses Not Covered Under Per Diem

The following incidental expenses of the employee shall be reimbursed: Local call charges and communication expenses if related to city business and one safe arrival telephone call up to \$5.00 will be reimbursable. All calls must be detailed on the hotel or telephone bill, including person called and purpose of call, to be eligible for reimbursement. Public transportation such as hotel shuttles should receive first consideration. A taxi may be reimbursed only if circumstances warrant and a valid receipt is provided. These items will only be reimbursed if the employee is not eligible for mileage reimbursement.

Tolls and parking fees shall be reimbursed at actual cost with proper receipts. The following incidental expenses of the employee **will not be reimbursed under any circumstances**:

- Personal entertainment (e.g. video rentals, happy hour)
- Expenses of spouse, family or other persons
- Snacks, meals or drinks other than what is provided under the per diem
- Laundry or dry-cleaning
- Airline insurance
- Medical or hospital expenses which are not ordinarily covered under the employees' health insurance

- Any other expenses not related to official City business

Transportation

Each employee is expected to use the most economical mode of transportation available. Although air transportation is preferred, transportation may also be accomplished by private vehicle or City vehicle. However, **in no case shall such travel reimbursement exceed the cost of the most economical round trip coach class airfare on a common carrier (i.e., jet airplane) plus reimbursement for transportation to/from or long-term parking at the airport.** Should one decide to utilize air transportation, please obtain at least two quotes either through the internet, or travel agent or from the conference sponsor airline(s) before purchasing your ticket. If the employee elects to drive on a long trip, the cost for the most economical round trip coach class airfare should be included on the Pre-Approved Travel Authorization form as an alternative mode of transportation. Receipts are required for all transportation and parking.

Whenever more than one person from the City is going to the same conference/training session and an automobile is a suitable means of transportation, those employees will be encouraged to car pool in the minimum number of vehicles required to accommodate the group.

Employees receiving an expense allowance are not eligible for mileage reimbursement in the tri-county area. In addition, employees shall not be allowed either mileage or transportation expenses when transported by another person, or when transported by another employee who receives those same mileage or transportation expenses or a car allowance.

Employees driving a City vehicle or personal vehicle while representing the City must adhere to the City of Dania Beach Vehicle Operation Policy.

Employees traveling on trips using City vehicles will be reimbursed for incurred expenses necessary for the efficient and safe operation of the vehicle. Actual operating expenses shall be reimbursed upon submittal of valid receipts.

Employees with a take-home vehicle will not receive mileage reimbursement under any circumstances.

All other employees shall be entitled to a mileage allowance as set by the Internal Revenue Service from the City of Dania Beach to point of destination, plus official additional mileage not to exceed 50 miles while at the point of destination.

Rental car charges must be approved in advance and in writing by the City Manager. The employee must elect to take the additional insurance offered by the rental company. The City will reimburse the cost of this additional insurance.

Reimbursement/Reconciliation

To obtain reimbursement, the Travel Expense Voucher form, accompanied by the Pre-Approved Travel Authorization form and required receipts shall be submitted to the Finance Department within ten (10) working days after the employee has returned to work. Failure to do so may result in refusal of the claim.

All travel expenses for Department Directors must be approved by the City Manager.

Fiscal Year Overlap

Travel which occurs in the next fiscal year will be approved and paid for out of next year's fiscal funds.

General Standards

Employees are expected to use prudence in expending public funds and are expected to economize where practical and convenient. Receipts should be secured for all expenses, when possible.

Travel at City expense or on City time should be restricted to that which does not interfere unreasonably with the personal responsibility to carry out regular job requirements.

Department Directors are responsible for travel budgets and monitoring the training needs of the Department.

No overtime is compensated during attendance at any conference or seminar if the training or traveling extends beyond normal working hours.

Special conditions and unusual circumstances may merit exceptions to the stated policy on travel. Each request for variances to stated policy will be considered in light of existing conditions, needs and circumstances and must be approved by the City Manager.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITHOUT COMPETITIVE BIDDING WITH REBUILDING TOGETHER BROWARD COUNTY, INCORPORATED, A FLORIDA NOT FOR PROFIT CORPORATION, TO PROVIDE HOME REPAIR AND IMPROVEMENT SERVICES IN CONNECTION WITH THE AT HOME DANIA BEACH RESIDENTIAL REVITALIZATION PROGRAM IN AN AMOUNT NOT TO EXCEED EIGHTY THOUSAND DOLLARS (\$80,000.00)

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - Rebuilding Together Broward County, Inc. Agreement, R-2019-CRA- Rebuilding Together Broward County, Inc. Agreement for Home Repair-Improvement for At Home Dania Beach Program

To: Chair, Vice Chair and Board of Directors

From: Rickelle Williams, Executive Director

Date: February 12, 2019

Re: Rebuilding Together Broward County, Inc. Agreement for Minor Home Repairs and Residential Beautification

Background

In order to address slum and blight in the residential areas of the Community Redevelopment district, the CRA Board authorized the At Home Dania Beach Residential Revitalization Program at the June 12, 2018 CRA Board meeting. The At Home Dania Beach Program features several initiatives including affordable housing development, a first-time homebuyer program, an affordable housing trust fund and residential beautification grants. The CRA Board later adopted Resolution No. 2018-CRA-015 on September 11, 2018, approving the FY 2018-2019 Budget with funding to support the Program. The FY2018-2019 budget allocation for the residential beautification grant initiative is Eighty Thousand Dollars (\$80,000.00) and was slated to offer exterior painting and landscaping for up to thirty-two (32) homes.

Recognizing the ability of non-profit corporations to leverage resources with support from the private sector, the CRA seeks to engage Rebuilding Together Broward County, Inc. to provide minor home repair and residential beautification. Instead of painting/landscaping thirty-two (32) homes, the CRA's investment will facilitate beautification grants for forty-five (45) homes with this partnership. In addition to painting and landscaping, Rebuilding Together Broward County, Inc. will, as needed, perform additional improvements and safety upgrades including completing deferred health and safety maintenance home repairs, minor exterior energy efficiency upgrades, or accessibility modification, at no cost to the homeowners.

The beautification grants will be spread across the residential areas of the CRA district and be implemented in clusters for greater impact. Together with the CRA and the Code Enforcement Division, Rebuilding Together Broward County, Inc. will identify and evaluate properties in need of minor home repairs and beautification. Rebuilding Together Broward County, Inc. will also verify household income to ensure adherence to program requirements.

Rebuilding Together Broward County, Inc. has already demonstrated their workmanship and commitment to the City of Dania Beach by leveraging their own resources to conduct two (2) Community Block Days in the City of Dania Beach on November 11, 2017, where six (6) homes, two (2) American Legion Posts, and the Broward Sheriff's Office Sub-Station were beautified with painting and landscaping and on October 19, 2018, where four (4) homes were beautified in partnership with the United Way and Home Depot at no charge to homeowners or the City of Dania Beach. Rebuilding Together Broward County, Inc. will facilitate one (1) Community Block Day event on May 18, 2019 as part of this agreement. All beautification grants will be completed by November 2019.

Recommendation

Approve resolution authorizing an agreement with Rebuilding Together Broward County, Inc.

RESOLUTION NO. 2019-CRA-001

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY ("CRA") OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING EXECUTION OF AN AGREEMENT WITHOUT COMPETITIVE BIDDING WITH REBUILDING TOGETHER BROWARD COUNTY, INCORPORATED, A FLORIDA NOT FOR PROFIT CORPORATION, TO PROVIDE HOME REPAIR AND IMPROVEMENT SERVICES IN CONNECTION WITH THE AT HOME DANIA BEACH RESIDENTIAL REVITALIZATION PROGRAM IN AN AMOUNT NOT TO EXCEED EIGHTY THOUSAND DOLLARS (\$80,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, at the June 12, 2018 CRA Board Meeting, the CRA Board authorized the At Home Dania Beach Residential Revitalization Program including affordable housing development, a first-time homebuyer program, an affordable housing trust fund and residential beautification in order to address slum and blight in the residential areas of the Community Redevelopment district; and

WHEREAS, the CRA Board adopted Resolution No. 2018-CRA-015 on September 11, 2018, approving the FY 2018-2019 Budget with funding to support the Program; and

WHEREAS, two leading and community-minded companies in Broward County, AutoNation and JM Family Enterprises asked the Leadership Broward Foundation to introduce and lead the National Rebuilding Together Day in Broward County starting in April 2000; and

WHEREAS, each year during 2000-2003, the volunteer lead organization hosted a National Rebuilding Day in April and six to seven (6 to 7) homes were revitalized through the involvement of over one hundred (100) volunteers and twenty (20) project sponsors; and

WHEREAS, in early 2003, executives within Leadership Broward Foundation decided that Rebuilding Together should become more than a once a year event and believed the mission had the potential to become a stand-alone affiliate and provide year-round assistance to low-income homeowners and needy non-profit facilities; and

WHEREAS, in June 2003, Rebuilding Together Broward County, Inc. officially became an independent 501(c)(3) affiliate of Rebuilding Together, Inc. and began providing year-round services for homeowners and communities in need; and

WHEREAS, Rebuilding Together Broward County, Inc. has already displayed a commitment to the City of Dania Beach by leveraging their own resources to conduct two (2) Community Block Days in the City of Dania Beach on November 11, 2017, where six (6)

homes, two (2) American Legion Posts, and the Broward Sheriff's Office Sub-Station were beautified with painting and landscaping and on October 19, 2018, where four (4) homes were beautified in partnership with the United Way and Home Depot at no charge to homeowners or the City of Dania Beach; and

WHEREAS, the CRA desires to enter into an agreement with Rebuilding Together Broward, Inc. to provide services such as residential beautification and minor home repairs for forty-five (45) homes; and

WHEREAS, the CRA deems it in its best interest to retain Rebuilding Together Broward County, Inc. to provide services to the CRA and recommends approval of this Resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the foregoing "Whereas" clauses are ratified and confirmed to be true and correct and they are made a part of and are incorporated into this Resolution by reference.

Section 2. That the CRA Board authorizes an Agreement to be executed with Rebuilding Together Broward County, Inc., a copy of which is attached as Exhibit "A", and is made part of and incorporated into this Resolution by this reference; provided, however that no agreement will be effective unless and until it has been executed by all parties.

Section 3. That the CRA Board authorizes services by Rebuilding Together Broward County, Inc. in an amount not to exceed Eighty Thousand Dollars (\$80,000.00) which is above the annual Twenty Five Thousand Dollars (\$25,000.00) per vendor threshold.

Section 4. That funding for this purchase is available and appropriated in the FY 2018-2019 Budget Account No. 106-52-08-552-31-10.

Section 5. That the Executive Director and CRA Attorney are authorized to make minor revisions to the Agreement as are deemed necessary and proper for the best interests of the CRA.

Section 6. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 7. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED and **ADOPTED** on February 12, 2019.

ATTEST:

THOMAS SCHNEIDER, CMC
BOARD SECRETARY

LORI LEWELLEN
BOARD CHAIRPERSON

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CRA ATTORNEY

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY AND
REBUILDING TOGETHER BROWARD COUNTY, INC.**

This is an Agreement (the "Agreement") entered into on _____, 2019 by and between the Dania Beach Community Redevelopment Agency, a public body corporate and politic, under Part III, Chapter 163, Florida Statutes (the "CRA") with an address of 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, and Rebuilding Together Broward County, Inc., a Florida Not For Profit Corporation (the "Contractor"), with a mailing address of 4836 NE 12th Avenue, Oakland Park, Florida, to perform minor exterior home improvements, safety upgrades, and beautification for forty-five (45) residential properties in the City of Dania Beach, Florida (the "City"), connection with the CRA's "At Home Dania Beach Residential Beautification Program" (the "Program"). The City of Dania Beach, Florida (the "City") is not a party to this Agreement, but the parties agree that it has certain rights as expressed in this Agreement and that it is intended to be a third party beneficiary of the covenants in this Agreement.

WHEREAS, the CRA Board adopted the At Home Dania Beach Residential Revitalization Program on June 12, 2018; and

WHEREAS, the At Home Dania Beach Residential Revitalization Program includes beautification grants for residential properties in the Community Redevelopment Area; and

WHEREAS, the CRA Board adopted Resolution No. 2018-CRA-015 on September 11, 2018, approving the FY 2018-2019 Budget with funding to support the Program; and

In consideration of the mutual covenants, terms and conditions contained in the Agreement, and for other good and valuable consideration, the adequacy and receipt of which are acknowledged and agreed upon, the parties agree to the following:

1. Scope of Services/Deliverables.

The Contractor shall provide services for the Program as described in and attached as Exhibit "A" which is made a part of and incorporated into this Agreement by this reference. Services offered to individuals participating in the Program are not an entitlement and participants cannot be guaranteed services beyond the funding related to the provision of the services to otherwise eligible individuals.

2. Term/Commencement Date.

This Agreement shall commence on the date of execution, and remain in effect through November 30, 2019, unless earlier terminated in accordance with Paragraph 8.

3. Compensation and Payment.

3.1 The Contractor shall be compensated a total of Eighty Thousand Dollars (\$80,000.00) for the "Program" payable in increments based on completion of tasks listed in Exhibit "A".

3.2 The Contractor shall invoice the CRA for two equal payments of \$40,000.00 (Forty Thousand Dollars) each. The first invoice shall be submitted after all the residential properties have been identified evaluated and a list of all properties are submitted to the CRA. The second and final invoice shall be submitted within two (2) weeks following the date of the last open permit receiving final inspection.

3.3 The CRA shall pay Contractor in accordance with the Florida Prompt Payment Act.

3.4 If a dispute should occur regarding an invoice submitted, the CRA Executive Director may withhold payment of the disputed amount and may pay to the Contractor the undisputed portion of the invoice. Upon written request of the CRA Executive Director, the Contractor shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the CRA Executive Director whose decision shall be final.

4. Subcontractors.

4.1 The Contractor shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Program.

4.2 Any subcontractors used on the Program must have the prior written approval of the CRA Executive Director.

5. CRA's Responsibilities

The CRA will:

5.1 Furnish to Contractor, at the Contractor's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Contractor, in possession of the CRA.

5.2 Arrange for access to and make all provisions for Contractor to enter upon real property as required for Contractor to perform services as may be requested in writing by the Contractor.

5.3 CRA will provide for services including but not limited to police services, garbage pickup including bulk pickup, for the purpose of providing exterior improvements and repairs.

5.4 CRA will provide assistance with obtaining permits for the home repairs and payment of any permit and inspection fees related to the home repairs.

5.5 CRA will secure a central location within the selected neighborhood(s), at no cost to Contractor, which is to be utilized as a staging area for the Project event on May 18, 2019, and will be used as the event day headquarters. The location will be used for general set-up and staging, media, mobilization, volunteer coordination and breakfast/lunch distribution.

6. Contractor's Responsibilities

- 6.1 The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Program as is ordinarily provided by a Contractor under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Program, it is determined that the Contractor's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Program, upon written notification from the CRA Executive Director, the Contractor shall at Contractor's sole expense, immediately correct the work.
- 6.2 The residential properties selected for repairs will reflect clusters of homes spread across all CRA neighborhoods. CRA will have final approval of all homes and households that will participate in the Program.
- 6.3 Contractor shall inspect all residential properties prior to acceptance into the Program to determine fitness and suitability of the property to receive the improvements offered through the Program.
- 6.4 Contractor shall verify homeownership and the income qualification of any household receiving a Beautification grant to ensure consistency with program requirements.
- 6.5 Contractor shall coordinate with the City's Building Division for any required permit applications, permits issued and inspections performed.
- 6.6 Contractor shall ensure that all work being done and needing permits will be done so by Contractors licensed in Broward County or the State of Florida and/or have a valid certificate of competency from a local governmental authority.

7. Conflict of Interest.

To avoid any conflict of interest or any appearance of a conflict, Contractor shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with regard to any issues adversarial to the CRA or City. For the purposes of this section "adversarial" shall mean any development application where CRA or City staff is recommending denial or denied the application, administrative appeal or court action in which the CRA or City is a party.

8. Termination.

- 8.1 The CRA Executive Director may terminate this Agreement upon thirty (30) days, written notice to the Contractor, or immediately with cause.

Contractor may terminate this Agreement with thirty (30) days' written notice to the CRA.

- 8.2 The Agreement may be terminated for convenience by CRA upon fifteen (15) days' advance written notice to the Contractor (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, the Contractor shall be paid for all acceptable Services performed prior to termination and shall not be entitled to any other costs, fees or payments.
- 8.4 Upon receipt of the CRA's written notice of termination, Contractor shall stop work on the Program unless directed otherwise by the CRA Executive Director.
- 8.5 In the event of termination by the CRA, the Contractor shall be paid for all work accepted by the CRA Executive Director up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 8.56.
- 8.6 The Contractor shall transfer all books, records, reports, working drafts, designs, documents, maps, and data pertaining to the Program to the CRA, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

The Contractor shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by the CRA Executive Director. Certificates of Insurance for any required insurance shall be provided to the CRA at the time of execution of this Agreement and certified copies are to be provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the CRA before any policy or coverage is cancelled or restricted.

Contractor shall provide, pay for and maintain in force at all times during the term of this Agreement, such insurance, including General Liability, and Workers' Compensation insurance as stated below:

- 9.1 Certificates of Insurance must be delivered to the Risk Manager of the City. All Certificates of Insurance must clearly identify the contract to which they pertain, including a brief description of the subject matter of the contract. If coverage is not provided, then Contractor is responsible for prompt notice to the CRA Executive Director and the City. Insurance policies for required coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies' financial ratings must be no less than A-VII in the latest edition of the "BEST'S KEY RATING GUIDE", published by A.M.

Best Guide. In the event that the insurance carrier's rating shall drop, the insurance carrier shall immediately notify the City in writing.

- 9.2 Coverages shall be in force while all services required to be performed under the terms of this Agreement are being performed. In the event insurance certificates provided to the CRA and the City indicate that the insurance shall terminate and lapse during the contract period, then in that event, the Contractor shall immediately furnish a renewed Certificate of Insurance as proof that equal and like coverages for the period of the Agreement, is in effect. The Contractor and any subcontractor of the Contractor shall not perform or continue any services pursuant to the agreement, unless all coverages remain in full force and effect. Any delay in the services caused by a lapse in coverage shall be non-excusable, shall not be grounds for an extension, and will be subject to any other applicable provisions described in this agreement, concerning Contractor or any subcontractor's delay.

**SPECIAL PROVISIONS AS TO AUTOMOBILE LIABILITY INSURANCE:
(to be confirmed on or attached to the Official Certificate of Insurance)**

- The CRA and the City of Dania Beach are to be added as "Additional Insured";
- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and Waiver of Subrogation.

- 9.4 Insurance Requirements. The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements. Contractor shall be responsible for any deductible or self-insured amounts.

- 9.4.1. General Liability Insurance to include bodily injury, broad form property damage, blanket contractual liability, and personal injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit for bodily injury liability and property damage liability.

SPECIAL PROVISIONS AS TO GENERAL LIABILITY INSURANCE: (to be confirmed on or attached to the Certificate of Insurance)

- The CRA and the City of Dania Beach, Florida are to be added as Additional Named Insureds;
- Additional named insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04);
- Contractor's insurance shall be primary and non-contributory;
- Waiver of Subrogation in favor of the CRA and City;
- Copy of Additional Named Insured Endorsement or other endorsements may be attached to the Certificate.

9.4.2 Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, for the benefit of the Contractor and its employees.

9.3.3 The Contractor shall provide the Risk Manager of the City Certificates of Insurance for coverage and policies required by this Agreement. Such policies and coverage shall not be affected by any other policy of insurance which the City or the CRA may carry in their own

IN NO EVENT SHALL THE CONTRACTOR BE PERMITTED TO UTILIZE IN THE PROSECUTION OF THE WORK, THE FOLLOWING: I) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEE WHO IS EXEMPTED OR PURPORTED TO BE EXEMPT FROM WORKERS' COMPENSATION INSURANCE COVERAGE; OR II) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEES WHO WILL BE COVERED BY AN EMPLOYEE LEASING ARRANGEMENT.

10. Nondiscrimination.

During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and agrees to abide by all federal and state laws regarding nondiscrimination.

11. Indemnification.

11.1 Contractor shall defend, indemnify, and hold harmless the CRA and City, and their respective officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Contractor's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the CRA and City for all expenses including reasonable attorney fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Contractor's performance or non-performance of this Agreement.

11.2 The provisions of this section shall survive termination of this Agreement.

12. Notices/Authorized Representatives.

Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the CRA: Rickelle Williams, Executive Director
Dania Beach Community Redevelopment Agency
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

For the Contractor: Robin Martin, Executive Director
Rebuilding Together Broward County, Inc.
4836 NE 12th Avenue
Oakland Park, FL 33334

13. Governing Law.

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

14. Attorney Fees and Waiver of Jury Trial.

14.1 All claims, counterclaims, disputes and other matters in question between CRA and Contractor arising out of, relating to or pertaining to this Agreement, or the breach of it, or the services of it, or the standard of performance required in it, shall be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation.

14.2 If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction for any legal action arising out of or pertaining to this Agreement shall be the Circuit Court for the Seventeenth Judicial Circuit in and for Broward County, Florida, or the federal District Court in the Southern District of the United States. Each party further agrees that venue of any action to enforce this Agreement shall be in Broward County, Florida. In any litigation, the parties agree to each waive any trial by jury of any and all issues. In the event of any litigation which arises out of, pertains to, or relates to this Agreement, or

the breach of it, or the standard of performance required in it, each party shall bear its own attorney fees and costs.

15. Entire Agreement/Modification/Amendment.

- 15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth in this Agreement.
- 15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Ownership and Access to Records and Audits.

- 16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Contractor providing services to the CRA under this Agreement shall be the property of the CRA.
- 16.2 The CRA Executive Director or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Contractor involving transactions related to this Agreement.
- 16.3 The CRA may cancel this Agreement for refusal by the Contractor to allow access by the CRA Executive Director or her designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.
- 16.4 All submissions become the property of the CRA and will not be returned to the Contractor. The CRA will hold all submissions in confidence unless otherwise required by law. The Contractor understands that the CRA is a "public body" as defined in Florida Statutes, Section 119.011(2) and that it is subject to Florida Statutes, Section 119.0701(2)(a), and the related provisions of the Florida Public Records Law.
- 16.5 Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under the Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public

records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract, and following completion of the contract until the records are transferred to the CRA.

- 16.6 Upon request from the CRA custodian of public records, Contractor shall provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.7 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with the contract are and shall remain the property of the CRA.
- 16.8 Upon completion of the contract or in the event of termination by either party, any and all public records relating to the contract in the possession of the Contractor shall be delivered by the Contractor to the CRA Executive Director, at no cost to the CRA, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the CRA in a format that is compatible with the CRA's information technology systems. Once the public records have been delivered upon completion or termination of the contract, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 16.9 Any compensation due to Contractor shall be withheld until all records are received as provided in this Agreement.
- 16.10 Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of the contract by the CRA.

Pursuant to Section 119.0701(2)(a), Florida Statutes:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, THE CONTRACTOR MUST CONTACT THE CRA CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records:

THOMAS SCHNEIDER, CRA CLERK

Mailing Address: 100 W. Dania Beach Boulevard
Telephone number: Dania Beach, Florida 33004
Email: 954-924-9800, Ext. 3623
tschneider@daniabeachfl.gov

17. Nonassignability, Sub-contractors

This Agreement shall not be assignable or subcontracted in whole or in part by Contractor unless such assignment or subcontract is first approved in writing by the CRA Executive Director. The CRA is relying upon the apparent qualifications and personal expertise of the Contractor, and such Contractor's familiarity with the CRA's circumstances and desires.

18. Severability

If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. Independent Contractor

The Contractor and its employees, volunteers and agents shall be and remain independent Contractors and not agents or employees of the CRA with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. Compliance with Laws

The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Program.

21. Waiver

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. Survival of Provisions

Any terms or conditions of this Agreement that require acts beyond the date of the term of the Agreement shall survive termination of the Agreement, and shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. Prohibition of Contingency Fees.

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. Counterparts

This Agreement may be executed in several counterparts, each of which shall be deemed original and such counterparts shall constitute one and the same instrument.

25. Extent of Agreement

This Agreement represents the entire and integrated agreement between the CRA and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

26. Conflict

In the event there is a conflict between any of the terms in any of the documents contained in any Exhibit to this Agreement and any terms of this Agreement, the terms of this Agreement shall prevail.

27. Binding Authority

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and is authorized to bind and obligate such party with respect to all provisions contained in this Agreement.

SIGNATURES ON THE FOLLOWING PAGES

IN WITNESS of the foregoing, the parties executed this Agreement on the respective dates under each signature:

ATTEST:

**Dania Beach Community Redevelopment
Agency, a public body corporate and politic**

THOMAS SCHNEIDER, CMC
CRA CLERK

LORI LEWELLEN
CRA BOARD CHAIR

Date: _____

APPROVED FOR LEGAL FORM AND
CORRECTNESS:

THOMAS J. ANSBRO
CRA ATTORNEY

WITNESSES:

CONTRACTOR:

**Rebuilding Together Broward County, Inc., a
Florida Corporation**

SIGNATURE

SIGNATURE

PRINT Name

PRINT Name

SIGNATURE

Date

PRINT Name

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me on _____, 2019 by
_____ as _____ of _____, on behalf of
the company. He/she is personally known to me or produced _____ as identification.

My commission expires:

NOTARY PUBLIC, State of Florida

Exhibit “A”

Scope of Services

Professional Services Agreement between Dania Beach Community Redevelopment Agency and Rebuilding Together Broward, Inc.

Services

- A. Minor home repairs based on a 25-point Health and Safety Assessment performed by Rebuilding Together Broward County, Inc. , to provide minor exterior home improvements and beautification valuing a maximum of \$5,000 per home for a minimum of forty-five (45) low to moderate income households to include elderly, veteran, and disabled homeowners residing within the Dania Beach CRA area. The properties selected for repairs will reflect clusters of homes spread across all CRA neighborhoods. Such improvements and safety upgrades will focus on painting and landscaping and may also include completing deferred health and safety maintenance home repairs, energy efficiency upgrades, or accessibility modification, at no cost to the homeowners.
- B. Community Block Rebuild Event: Rebuilding Together Broward County, Inc. shall coordinate volunteers and sponsors for a minimum of one (1) Block Rebuild Event. Volunteers will perform minor home repair services including, but not limited to, exterior painting, landscaping and general beautification activities within the Dania Beach CRA area. During the Community Block Rebuild Event, five (5) of the total forty-five (45) homes will be completed.

Term/Commencement Date

The Agreement becomes effective upon complete execution by both parties and will remain in effect until November 20, 2019.

Compensation and Payment

Rebuilding Together Broward County, Inc. shall be compensated a total of Eighty Thousand Dollars (\$80,000.00) for the "Program" payable in increments based on completion of tasks listed in Exhibit “A”. The Contractor shall invoice the CRA for two equal payments of \$40,000.00 (Forty Thousand Dollars) each. The first invoice shall be submitted after all the residential properties have been identified, evaluated and a list of all properties are submitted to the CRA. The second and final invoice shall be submitted within two (2) weeks following the date of the last open permit receiving final inspection.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION ADOPTING A SECOND MORTGAGE LOAN AGREEMENT AND PROMISSORY NOTE IN CONNECTION WITH THE FIRST-TIME HOMEBUYER PROGRAM WITHIN THE AT HOME DANIA BEACH RESIDENTIAL REVITALIZATION PROGRAM

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - Second Mortgage and Promissory Note, R-2019-CRA- 2nd Mortgage Loan Agreement and Promissory Note for 1st Time Homebuyer Program, Exhibit A - Promissory Note, Exhibit B - Second Mortgage Loan Agreement

To: Chair, Vice Chair and Board of Commissioners

From: Rickelle Williams, Executive Director

Date: February 12, 2019

Re: **Authorization to adopt Second Mortgage and Promissory Note for First-Time Homebuyer Program**

Background

At the January 23, 2018, City Commission meeting, the City Commission adopted Resolution No. 2018-011 authorizing the conveyance of six (6) vacant and underutilized parcels in the CRA Area to the CRA for the purpose of using the property to facilitate single-family affordable housing development as outlined in the CRA Plan. At the June 12, 2018, CRA Board Meeting, the CRA Board authorized the At Home Dania Beach Residential Revitalization Program, including affordable housing development, a first-time homebuyer program, an affordable housing trust fund and residential beautification, in order to address slum and blight in the residential areas of the Community Redevelopment district.

The CRA Board adopted Resolution No. 2018-CRA-015 on September 11, 2018, approving the FY 2018-2019 Budget with funding to support the Program with an allocation for down-payment and closing cost assistance for first-time homebuyers for the purchase of homes being developed through the Affordable Housing Development project.

Dania Beach residents meeting all program requirements are eligible to enter a lottery to receive a forgivable loan of up to Twenty Thousand Dollars (\$20,000.00) toward down-payment and closing costs for the purchase of one of the six (6) homes being developed in the At Home Dania Beach Affordable Housing Program. The forgivable loan will be evidenced by a Promissory Note, secured by a Second Mortgage.

The homebuyer shall either repay the loaned funds in full pursuant to this Note and Mortgage, or if the homebuyer does not sell, convey, lease or otherwise dispose of the Property within ten (10) years of the date of execution of the Mortgage, the Mortgage shall be discharged on the day following the end of the tenth (10th) anniversary of execution of this Mortgage, and the Note cancelled, and the same shall thereafter be null and void.

If the homebuyer sells, conveys, leases or otherwise disposes of the Property prior to the discharge date, including a transfer by probate, judicial sale or any voluntary or involuntary transfer, without the CRA's prior written consent, which consent may be unreasonably withheld, or fails to abide by all stipulations, agreements, conditions, and covenants of the Note and Mortgage, or otherwise breaches the Note and Mortgage, the homebuyer agrees to pay the CRA as described in the Recapture Provision in the Note and Mortgage.



100 W. Dania Beach Blvd.
Dania Beach, Florida 33004

tel (954) 924-6801
fax (954) 921-2604
www.DaniaBeachCRA.org

In the event the funds due are not paid, or should the homebuyer otherwise fail to abide by the stipulations, agreements, conditions and covenants of the Note and Mortgage, the funds due in an amount set forth in the Recapture Provision in the Note and Mortgage, shall thereafter, at the option of the CRA, become due and payable, and the related lien may be enforced in the same manner as provide by law for foreclosure of a mortgage, and in addition the related agreements, conditions, and obligations may be enforced by any other action, in law or equity, at the option of the CRA.

Recommendation

Motion to approve resolution to adopt Second Mortgage and Promissory Note for the First-Time Homebuyer Program.

RESOLUTION NO. 2019-CRA-002

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA, ADOPTING A SECOND MORTGAGE LOAN AGREEMENT AND PROMISSORY NOTE IN CONNECTION WITH THE FIRST-TIME HOMEBUYER PROGRAM WITHIN THE AT HOME DANIA BEACH RESIDENTIAL REVITALIZATION PROGRAM; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature enacted the Community Redevelopment Act of 1969, which is presently codified as Part III of Chapter 163, Florida Statutes, as amended from time to time (the "Act"); and

WHEREAS, on March 19, 2002, the Board of County Commissioners of Broward County, Florida, (the “Board”) adopted Resolution No. 2002-275, which declared that a slum or blighted area exists in a geographic area (the “Redevelopment Area”), as described by the City of Dania Beach in its Finding of Necessity for Redevelopment, which demonstrated that it is necessary and appropriate to redevelop such Redevelopment Area in accordance with the provisions of the Act, as amended; and

WHEREAS, pursuant to the Resolution of Broward County, Florida, the Board delegated to the City Commission of the City of Dania Beach, Florida, (the “Commission”) the authority to exercise the redevelopment powers conferred upon the Board within the Redevelopment Area (“Area”) in accordance with the Act, to enable the City Commission to declare the need for, create and delegate power to a community redevelopment agency (“CRA”) and to prepare and adopt a plan of redevelopment for final approval by the Board; and

WHEREAS, the City Commission accepted the delegation of powers from the Board, found a need for and created the CRA, granted the CRA the power to exercise those powers permitted by the Act and directed the preparation and adoption of a community redevelopment plan (the “Plan”), updates to which have been approved and adopted by the CRA Board on March 11, 2009, and June 3, 2015, respectively; and

WHEREAS, the redevelopment goals outlined in the updated Plan include (1) enhance and reinforce the Area; (2) eliminate substandard housing and provide affordable housing alternatives; (3) redevelop the Area in a manner that is energy efficient and sustainable; (4) attract targeted new industries and retain and expand core industries; and (5) enhance

redevelopment activities through active marketing strategy that supports redevelopment initiatives; and

WHEREAS, at the January 23, 2018, City Commission meeting, the City Commission adopted Resolution No. 2018-011 authorizing the conveyance of six (6) vacant and underutilized parcels (the “Property”) in the Area to the CRA for the purpose of using the property to facilitate single-family affordable housing development in the Area as outlined in the Plan; and

WHEREAS, at the June 12, 2018, CRA Board Meeting, the CRA Board authorized the At Home Dania Beach Residential Revitalization Program, including affordable housing development, a first-time homebuyer program, an affordable housing trust fund and residential beautification, in order to address slum and blight in the residential areas of the Community Redevelopment district; and

WHEREAS, the CRA Board adopted Resolution No. 2018-CRA-015 on September 11, 2018, approving the FY 2018-2019 Budget with funding to support the Program with an allocation for down-payment and closing cost assistance for first-time homebuyers for the purchase of homes being developed through the Affordable Housing Development project incorporated in the At Home Dania Beach Residential Revitalization Program; and

WHEREAS, at the October 23, 2018, Dania Beach City Commission meeting, the City Commission adopted Resolution No. 2018-153, designating Stirling Alya, LLC’s affordable housing contribution of Eighty-Two Thousand Dollars (\$82,000.00) to the City of Dania Beach for the Dania Beach Community Redevelopment Agency’s At Home Dania Beach Affordable Housing Program; and

WHEREAS, the CRA partnered with Housing Foundation of America, Incorporated, a Florida not for profit corporation and Department of Housing and Urban Development-approved housing counseling agency, to provide homebuyer education, housing counseling and income verification for residents seeking to qualify to purchase an affordable single-family home, through the First-Time Homebuyer Program within the At Home Dania Beach Residential Revitalization Program; and

WHEREAS, Dania Beach residents meeting all program requirements are eligible to enter a lottery to receive a forgivable loan of up to Twenty Thousand Dollars (\$20,000.00)

toward down-payment and closing costs for the purchase of one of the six (6) homes (“Property”) being developed in the At Home Dania Beach Affordable Housing Program; and

WHEREAS, the Property consists of six (6) parcels located at:

- 1) 149 NW 6th Avenue, Dania Beach, Folio # 5042-34-01-00720
- 2) 1361 W. Dania Beach Blvd., Dania, Beach, Folio #5042 33 01 0130
- 3) 19 NW 14th Avenue, Folio # 5042 33 01 0110
- 4) 47 NW 14th Avenue, Folio # 5042 33 01 00600
- 5) 135 NW 6 Avenue, Folio #5042 34 01 0760
- 6) 40 NW 14th Avenue, Folio # 5042 33 01 0190; and

WHEREAS, the forgivable loan described above shall be evidenced by a Promissory Note (“Note”), secured by a Second Mortgage (“Mortgage”), in substantially the same forms as reflected on Exhibits “A” and “B”, respectively, and made a part of this Resolution by this reference; and

WHEREAS, the homebuyer shall either repay the loaned funds in full pursuant to this Note and Mortgage, or if the homebuyer does not sell, convey, lease or otherwise dispose of the Property within ten (10) years of the date of execution of the Mortgage (“Discharge Date”), the Mortgage shall be discharged on the day following the end of the tenth (10th) anniversary of execution of this Mortgage, and the Note cancelled, and the same shall thereafter be null and void; and

WHEREAS, if the homebuyer sells, conveys, leases or otherwise disposes of the Property prior to the Discharge Date, including a transfer by probate, judicial sale or any voluntary or involuntary transfer, without the CRA’s prior written consent, which consent may be unreasonably withheld, or fails to abide by all stipulations, agreements, conditions, and covenants of the Note and Mortgage, or otherwise breaches the Note and Mortgage, the homebuyer agrees to pay the CRA as described in the Recapture Provision in the Note and Mortgage; and

WHEREAS, in the event the funds due are not paid, or should the homebuyer otherwise fail to abide by the stipulations, agreements, conditions and covenants of the Note and Mortgage,

the funds due in an amount set forth in the Recapture Provision in the Note and Mortgage, shall thereafter, at the option of the CRA, become due and payable, and the related lien may be enforced in the same manner as provide by law for foreclosure of a mortgage, and in addition the related agreements, conditions, and obligations may be enforced by any other action, in law or equity, at the option of the CRA; and

WHEREAS, the CRA deems it in its best interest to adopt the Mortgage and Promissory Note as legal instruments to carry out the First-Time Homebuyer Program in furtherance of the CRA Plan and the At Home Dania Beach Residential Revitalization Program and recommends approval of this Resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the foregoing “Whereas” clauses are ratified and confirmed to be true and correct and they are made a part of and are incorporated into this Resolution by reference.

Section 2. That the CRA Board authorizes use of the Promissory Note and Mortgage, copies of which are attached as Exhibits “A” and “B,” respectively, and are made part of and incorporated into this Resolution by this reference.

Section 3. That the Executive Director and CRA Attorney are authorized to make minor revisions to the Mortgage and Promissory Note without further CRA Board review as are deemed necessary and proper for the best interests of the CRA.

Section 4. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. That this Resolution shall be in force and take effect immediately upon its final passage and adoption.

PASSED and **ADOPTED** on February 12, 2019.

ATTEST:

THOMAS SCHNEIDER, CMC
BOARD SECRETARY

LORI LEWELLEN
BOARD CHAIRPERSON

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CRA ATTORNEY

Prepared by, record and return to:

PROMISSORY NOTE

\$ _____

Date: _____, 2019

FOR VALUE RECEIVED, the undersigned jointly and severally, if there be more than one, _____ ("Obligor") promises to pay the Dania Beach Community Redevelopment Agency, a statutory Florida agency ("Obligee"), the principal sum of _____ (\$ _____) Dollars ("Funds Due").

PROVIDED that in the event Obligor abides by the stipulations, agreements, conditions and covenants hereof, the same shall be deemed fully paid and discharged by the Obligor and shall, thereafter, be null and void, in accordance with the following schedule:

- A. During the first year of the TERM, or before (Date), OBLIGOR shall pay OBLIGEE total of Funds Due;
- B. During the second year of the TERM, or before (Date), OBLIGOR shall pay OBLIGEE total of Funds Due;
- C. During the third year of the TERM, or before (Date), OBLIGOR shall pay OBLIGEE total of Funds Due;
- D. During the fourth year of the TERM, or before (Date), OBLIGOR shall pay OBLIGEE total of Funds Due;
- E. During the fifth year of the TERM, or before (Date), OBLIGOR shall pay OBLIGEE total of Funds Due;
- F. During the sixth year of the TERM, or before (Date), OBLIGOR shall pay OBLIGEE total of Funds Due;
- G. During the seventh year of the TERM, or before (Date), OBLIGOR shall pay OBLIGEE 80% of Funds Due;
- H. During the eighth year of the TERM, or before (Date), OBLIGOR shall pay OBLIGEE 60% of Funds Due;
- I. During the ninth year of the TERM, or before (Date), OBLIGOR shall pay OBLIGEE 40% of Funds Due, and
- J. During the tenth year of the TERM, or before (Date), OBLIGOR shall pay OBLIGEE 20% of Funds Due.

In the event the Funds Due are not paid when due, or should Obligor otherwise fail to abide by the stipulations, agreements, conditions and covenants of this Note, the Loaned Funds shall forthwith or thereafter, at the option of the Obligee, become due and payable, in full. This Promissory Note and agreements, conditions, and obligations hereof may be enforced by any action, in law or equity, at the option of the Obligee.

Funds Due under this Note shall be payable to Obligee at the City of Dania Beach, or such other place as the Note holder may designate.

This Note is secured by a Second Mortgage in the Obligor's interest in:

Obligor and all other persons or entities who are or may become liable on the indebtedness evidenced by this Note agree, jointly and severally, to pay all costs of collection, including reasonable attorney's fees and all costs of any action or proceeding, in case the unpaid principal sum of this Note, or any payment of interest or principal and interest thereon, including without limitation the payment of interest, is not paid when due, or in case it becomes necessary to enforce any other obligation of Obligor hereunder, or in the event Obligee is made a party to any litigation because of the existence of the indebtedness evidenced by this Note, whether suit be brought or not, through courts of original jurisdiction, as well as in courts of appellate jurisdiction, or through a bankruptcy court or other legal proceedings, Obligor and all such other persons agree, jointly and severally to pay all such fees and costs of Obligee associated therewith. As used herein "attorneys' fees" shall be deemed to include fees incurred in appellate, bankruptcy and post-judgment proceedings and shall be deemed to include charges for paralegals, law clerks, and other staff members operating under the supervision of an attorney. Any payment or award of attorneys' fees shall include, as a part thereof, any and all sales and/or use taxes imposed thereon by any appropriate governmental authority. As used herein "costs" shall be deemed to include paralegal fees, court costs, expenses of title and tax searches, electronic research charges, postage and such other similar expenses as shall be suffered by Obligee in pursuit of its rights hereunder.

Obligor and all persons or entities who are or may become liable for all or any part of this indebtedness, jointly and severally, waive diligence, presentment, protest and demand, notice of protest of nonpayment, or dishonor; and they also jointly and severally hereby consent to any and all renewals, extensions or modifications agreed to by Obligee and Obligor of the terms hereof, or any of them, including time for payment, and further agree that any such renewal, extension or modification, or the release or substitution of any person or security for the indebtedness evidenced hereby, shall not affect the liability of any of such parties for the indebtedness evidenced by this Note. Any such renewals, extensions, modifications, releases or substitutions may be made without notice to any of such parties other than Obligor.

Obligee shall have the right, at any time and from time to time, at its sole option and in its sole discretion, to waive all or any part of any charge due Obligee hereunder, but such waiver shall be effective only if made in writing and shall not extend to or constitute a waiver of the same or any other term or provision herein contained.

The rights and remedies of Obligee, as provided in this Note, shall be cumulative and concurrent and may be pursued singly, successively or together against Obligor or any other persons or entities who are, or may become liable for all or any part of this indebtedness, or any and other funds, property or security held by Obligee for payment thereof, or otherwise, at the sole discretion of Obligee. Failure to exercise any such right or remedy shall in no event be construed as a waiver or release of such rights or remedies, or the right to exercise them at any later time.

The acceptance by Obligee of payment hereunder that is less than payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing options at the time or at any subsequent time or nullify any prior exercise of any such option, without the express written consent of Obligee. The right, if any, of Obligor and all other persons or entities who are, or may become, liable for all or any part of this indebtedness, to plead any and all statutes of limitation as a defense to any demand on this Note or under the Second Mortgage securing the same or any other documents executed in connection with the loan evidenced by this Note, is expressly waived by each and all of such parties to the full extent permissible by law.

THE OBLIGOR HEREBY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THE OBLIGOR AND THE OBLIGEE MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO THE LOAN. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE OBLIGOR, AND THE OBLIGOR HEREBY ACKNOWLEDGES THAT NO REPRESENTATION OF FACT OR OPINION HAS BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

This Note is to be construed and enforced according to the laws of the State of Florida, and venue shall be in Broward County, Florida.

This Note consists of 3 pages

IN WITNESS WHEREOF, the Obligor has set her/his/their hand and seal the day and year set forth below her or his signature, as applicable.

Obligor
Print Name: _____
Address: _____
Date: _____, 2019

Obligor
Print Name: _____
Address: _____
Date: _____, 2019

Prepared by, record and return to:

**FIRST TIME HOME BUYER PROGRAM LOAN AGREEMENT
(SECOND MORTGAGE)**

This First Time Home Buyer Loan Agreement ("Mortgage") is made by (_____) and (_____) of (_____), ("MORTGAGOR"), with the Dania Beach Community Redevelopment Agency, a statutory agency organized under the laws of the State of Florida, having its principal offices at 100 W. Dania Beach Blvd., Dania Beach, Florida, ("MORTGAGEE").

WITNESSETH that for good and valuable consideration, and also in consideration of the aggregate sum named in the Promissory Note of even date, attached hereto and incorporated herein by reference as Exhibit A, ("Funds Due"), MORTGAGOR does grant, bargain sell, and convey to MORTGAGEE, in fee simple, all of the certain tract of land of which MORTGAGOR is now the legal owner, described as follows:

Lot __ Block __ of _____ according to the Plat thereof, as recorded in Plat Book __ Page __ of the Public Records of Broward County, Florida, ("Property").

TO HAVE AND TO HOLD, together with all and singular tenements, hereditaments, easements, and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits thereof, unto the MORTGAGEE, in fee simple.

PROVIDED ALWAYS, that if MORTGAGOR shall either repay the Loaned Funds in full pursuant to this Mortgage, or MORTGAGOR does not sell, convey, lease or otherwise dispose of the Property within ten (10) years of the date of execution of this Mortgage ("Discharge Date"), this Mortgage shall be discharged on the day following the end of the tenth (10th) anniversary of execution of this Mortgage, and the same shall thereafter be null and void.

AND the MORTGAGOR covenants with MORTGAGEE as follows:

1. That MORTGAGOR is indefeasibly seized of the Property in fee simple, and MORTGAGOR has full power and lawful right to convey the Property in fee simple;
2. That the Property is free from all encumbrances, other than the covenants and restrictions recited in the Special Warranty Deed and a first mortgage on the Property in the current principal amount of \$_____, executed and recorded contemporaneous herewith;
3. That MORTGAGOR will make such further assurances to protect the fee simple title to the Property in MORTGAGEE, its successors, legal representatives, or assigns, as may reasonably be required;
4. That MORTGAGOR does fully warrant the title of the Property and will defend the same against the lawful claims of all persons whomsoever;
5. To pay the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on the Property;
6. To pay all costs, charges, and expenses, including attorney's fees and other costs specified in the Promissory Note, reasonably incurred or paid at any time by MORTGAGEE, because of failure by MORTGAGOR to perform, comply with, and abide by each and every stipulation, agreement, condition and covenant of the Promissory Note and this Mortgage;
7. To keep the buildings now or hereafter on the Property insured in a sum equal to the highest insurable value;

8. To permit, commit, or suffer no waste, impairment, or deterioration of the Property or any part, thereof, except reasonable wear and tear;
9. To perform, comply with, and abide by each of the stipulations, agreements, conditions, and covenants in the Promissory Note;
10. That the mailing of a written notice or demand addressed to the owner of record of the Property or to such owner at the last address, actually furnished to MORTGAGEE, or if none, directed to the owner at the Property, and mailed by the United States mail, postage prepaid, shall be sufficient notice and demand in any case arising under this Mortgage and required by the provisions hereof or by law;
11. That the Funds Due shall be used for the sole purpose of assisting with the purchase or providing financial assistance to purchase the Property, and
12. That if MORTGAGOR sells, conveys, leases or otherwise disposes of the Property prior to the Discharge Date, including a transfer by probate, judicial sale or any voluntary or involuntary transfer, without MORTGAGEE'S prior written consent, which consent may be unreasonably withheld, or fails to abide by all stipulations, agreements, conditions, and covenants of this Mortgage, or otherwise breaches this Mortgage, MORTGAGOR agrees to pay the MORTGAGEE the following amounts ("Recapture Provision"):
 - A. During the first year of the TERM, or before (Date), MORTGAGOR shall pay MORTGAGEE total of Funds Due;
 - B. During the second year of the TERM, or before (Date), MORTGAGOR shall pay MORTGAGEE total of Funds Due;
 - C. During the third year of the TERM, or before (Date), MORTGAGOR shall pay MORTGAGEE total of Funds Due;
 - D. During the fourth year of the TERM, or before (Date), MORTGAGOR shall pay MORTGAGEE total of Funds Due;
 - E. During the fifth year of the TERM, or before (Date), MORTGAGOR shall pay MORTGAGEE total of Funds Due;
 - F. During the sixth year of the TERM, or before (Date), MORTGAGOR shall pay MORTGAGEE total of Funds Due;
 - G. During the seventh year of the TERM, or before (Date), MORTGAGOR shall pay MORTGAGEE 80% of Funds Due;
 - H. During the eighth year of the TERM, or before (Date), MORTGAGOR shall pay MORTGAGEE 60% of Funds Due;
 - I. During the ninth year of the TERM, or before (Date), MORTGAGOR shall pay MORTGAGEE 40% of Funds Due, and
 - J. During the tenth year of the TERM, or before (Date), MORTGAGOR shall pay MORTGAGEE 20% of Funds Due.

During the term of this Mortgage, the MORTGAGEE may agree to subordinate this Mortgage, to a first mortgage. However, should the MORTGAGOR refinance, or by some other means cause a first mortgage to be placed on the Property during the term of this Mortgage, the MORTGAGOR shall be prohibited from receiving any funds as a "cash out" from any such refinance or first mortgage and shall be prohibited from obtaining a line of credit using the Property as security therefor. In the event the MORTGAGOR receives funds as a "cash out" from any refinance, from the line of credit using the Property as security therefor, or from any first mortgage being placed on the Property, the amount due pursuant to Recapture Provision herein shall immediately be due to MORTGAGEE.

In the event the Funds Due are not paid, or should MORTGAGOR otherwise fail to abide by the stipulations, agreements, conditions and covenants of the Promissory Note and of this Mortgage, the Funds Due in an amount set forth in the Recapture Provision above, shall forthwith or thereafter, at the option of the MORTGAGEE, become due and payable, and the lien hereof may be enforced in the same manner as provide by law for foreclosure of a mortgage, and in addition the agreements, conditions, and obligations hereof may be enforced by any other action, in law or equity, at the option of the MORTGAGEE.

Executed this ____ day of _____, 2019.

Witness

OWNER

Signature

Signature

Print Name

Address:

Signature

Signature

Print Name

Address:

STATE OF FLORIDA

SS

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by
(_____) and (_____) who has produced a _____ as
identification and who did not take an oath.

Signature of Notary or Officer
Notarial Seal (stamped in blank ink)

OR

Printed Name of Notary Public

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Discussion

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT AND SPECIAL WARRANTY DEED WITH MIAMI-DADE AFFORDABLE HOUSING FOUNDATION, INC. D/B/A AFFORDABLE HOUSING DEVELOPMENT SOLUTIONS, A FLORIDA NOT FOR PROFIT CORPORATION, TO PROVIDE FOR THE DEVELOPMENT OF SINGLE-FAMILY AFFORDABLE HOUSING IN CONNECTION WITH THE AT HOME DANIA BEACH RESIDENTIAL REVITALIZATION PROGRAM

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - Housing Development Agreement, Special Warranty Deed and Restrictive Covenant, R-2019-CRA- Affordable Housing Development Solutions Development Agreement for Affordable Housing, Exhibit A - Development Agreement with Exhibits, Exhibit B - Special Warranty Deed, Exhibit 1 - Restrictive Covenant to Special Warranty Deed, Sun Sentinel Ad 12-19-18, Development Proposal, Profit and Loss - Balance Sheet

To: Chair, Vice Chair and Board of Directors

From: Rickelle Williams, Executive Director

Date: February 12, 2019

Re: **Affordable Housing Development Agreement, Special Warranty Deed and Restrictive Covenant**

Background

At the January 23, 2018 City Commission meeting, the City Commission adopted Resolution No. 2018-011 authorizing the conveyance of six (6) vacant and underutilized parcels in the CRA Area to the CRA for the purpose of using the property to facilitate single-family housing development as outlined in the Plan. At the June 12, 2018, CRA Board Meeting, the CRA Board authorized the At Home Dania Beach Residential Revitalization Program including affordable housing development, a first-time homebuyer program, an affordable housing trust fund and residential beautification in order to address slum and blight in the residential areas of the Community Redevelopment district.

At the December 11, 2018 CRA Board meeting, the CRA Board adopted Resolution No. 2018-CRA-023 authorizing the proper CRA Officials to issue a public notice of disposition for six (6) parcels in accordance with Subsection 163.380 (3)(a), Florida Statutes. This action was authorized for the purpose of soliciting proposals for the development of affordable housing in the Community Redevelopment Area. The CRA issued the notice of disposition in the Sun Sentinel on December 19, 2018.

The CRA received one proposal within the thirty (30) day period. The proposal was submitted by Affordable Housing Development Solutions. The proposer has a history of developing single family homes and has proposed to develop all six (6) homes simultaneously in partnership with Dania Beach-based contractor, Decota Construction, in accordance with the CRA's program requirements. The proposal anticipates a transfer of the lots from the CRA to Affordable Housing Development Solutions and does not reflect CRA investment in the cost of construction.

Affordable Housing Development Solutions will develop and sell each home to eligible, CRA-qualified purchasers in the CRA's First-Time Homebuyer Program. Homes will sell for a fixed sales price not to exceed Two Hundred Twelve Thousand Dollars (\$212,000.00) based on project drawings provided by the CRA as outlined in the Development Agreement. The proposal includes revenue sharing with the CRA at the sale of each property where the CRA receives Twenty Thousand Dollars (\$20,000.00) at the sale of each property.

At the January 22, 2019 CRA Board meeting, the CRA Board asked that CRA staff re-advertise the Notice of Disposition in additional publications. The CRA has since published the Notice in the Sun-Sentinel (1/26), Miami Herald (2/1) and Dania Press (2/1). CRA staff has not received additional proposals at this time.

On January 31, 2019, CRA staff received notification from the Broward County Housing Finance & Community Redevelopment Division that Broward County is offering to apply or stack their Homebuyer Purchase Assistance (HPA) funds up to Forty Thousand Dollars (\$40,000.00) with the CRA's First-Time Homebuyer Program. The Program

has been crafted with the same requirements that Broward County uses in order for CRA homebuyers to have an opportunity to access these additional resources. Funds have now been made available first come, first served with prior notification of an anticipated Certificate of Occupancy date. The County will not set aside funds as they are utilizing the same pool of funds for other projects.

Should the CRA desire to move forward with the proposal, CRA legal counsel and staff have prepared a Development Agreement, Special Warranty Deed and Restrictive Covenant including, but not limited to, the following provisions:

- The construction of the residential home on each parcel shall be completed the sooner of seven (7) months of the date of the delivery of the Special Warranty Deed for the parcel in question, or one hundred eighty (180) days from the date of issuance of a building permit for a parcel from the applicable authority having jurisdiction.
- Upon the expiration of this schedule, any parcel conveyed to Affordable Housing Development Solutions for which a single-family home has not been constructed, having received a Certificate of Occupancy therefor, in compliance with the Agreement, shall be returned and re-conveyed to the CRA, so as to be made available for another CRA affordable housing project.
- Upon the sale of each improved parcel, simultaneously with the conveyance of title to a CRA-qualified purchaser, Affordable Housing Development Solutions shall pay to the CRA the sum of Twenty Thousand Dollars (\$20,000.00) upon each transfer of each of the six parcels.

Recommendation

If the CRA Board wishes to move forward with Affordable Housing Development Solutions (in partnership with Decota Construction), the CRA proposes that the attached Development Agreement, Special Warranty Deed and Restrictive Covenant be adopted.

RESOLUTION NO. 2019-CRA-003

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY ("CRA") OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT AND SPECIAL WARRANTY DEED WITH MIAMI-DADE AFFORDABLE HOUSING FOUNDATION, INC. D/B/A AFFORDABLE HOUSING DEVELOPMENT SOLUTIONS, A FLORIDA NOT FOR PROFIT CORPORATION, TO PROVIDE FOR THE DEVELOPMENT OF SINGLE-FAMILY AFFORDABLE HOUSING IN CONNECTION WITH THE AT HOME DANIA BEACH RESIDENTIAL REVITALIZATION PROGRAM; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature enacted the Community Redevelopment Act of 1969, which is presently codified as Part III of Chapter 163, Florida Statutes, as amended from time to time (the "Act"); and

WHEREAS, on March 19, 2002, the Board of County Commissioners of Broward County, Florida, (the "Board") adopted Resolution No. 2002-275 (the "Resolution"), which declared that a slum or blighted area exists in a geographic area (the "Redevelopment Area"), as described by the City of Dania Beach in its Finding of Necessity for Redevelopment, which demonstrated that it is necessary and appropriate to redevelop such Redevelopment Area in accordance with the provisions of the Act, as amended; and

WHEREAS, pursuant to the Resolution of Broward County, Florida, the Board delegated to the City Commission of the City of Dania Beach, Florida, (the "Commission") the authority to exercise the redevelopment powers conferred upon the Board within the Redevelopment Area ("Area") in accordance with the Act, to enable the City Commission to declare the need for, create and delegate power to a community redevelopment agency ("CRA") and to prepare and adopt a plan of redevelopment for final approval by the Board; and

WHEREAS, the City Commission accepted the delegation of powers from the Board, found a need for and created the CRA, granted the CRA the power to exercise those powers permitted by the Act and directed the preparation and adoption of a community redevelopment plan (the "Plan"), updates to which have been approved and adopted by the CRA Board on March 11, 2009, and June 3, 2015, respectively; and

WHEREAS, the redevelopment goals outlined in the updated Plan include (1) enhance and reinforce the Area; (2) eliminate substandard housing and provide affordable housing

alternatives; (3) redevelop the Area in a manner that is energy efficient and sustainable; (4) attract targeted new industries and retain and expand core industries; and (5) enhance redevelopment activities through an active marketing strategy that supports redevelopment initiatives; and

WHEREAS, at the January 23, 2018 City Commission meeting, the City Commission adopted Resolution No. 2018-011 authorizing the conveyance of six (6) vacant and underutilized parcels (the “Property”) in the Area to the CRA for the purpose of using the property to facilitate single-family housing development in the Area as outlined in the Plan; and

WHEREAS, at the June 12, 2018, CRA Board Meeting, the CRA Board authorized the At Home Dania Beach Residential Revitalization Program including affordable housing development, a first-time homebuyer program, an affordable housing trust fund and residential beautification in order to address slum and blight in the residential areas of the Community Redevelopment district; and

WHEREAS, the CRA Board adopted Resolution No. 2018-CRA-015 on September 11, 2018, approving the FY 2018-2019 Budget with funding to support the Program; and

WHEREAS, At the December 11, 2018, CRA Board meeting, the CRA Board adopted Resolution No. 2018-CRA-023 authorizing the proper CRA officials to issue a public notice of disposition for the six (6) parcels in accordance with Subsection 163.380 (3)(a), Florida Statutes; and

WHEREAS, the CRA received one proposal from Affordable Housing Development Solutions, within the thirty (30) day period; and

WHEREAS, the proposer has a history of developing single-family homes and has proposed to develop all six (6) homes simultaneously in partnership with a local contractor, Decota Construction, in accordance with the CRA’s program requirements; and

WHEREAS, the CRA seeks to engage Affordable Housing Development Solutions to simultaneously develop six (6) single-family homes to be sold to eligible, CRA-qualified purchasers in the CRA’s First-Time Homebuyer Program for a fixed sales price not to exceed Two Hundred Twelve Thousand Dollars (\$212,000.00) for each home based on project drawings provided by the CRA as outlined in the Development Agreement, a copy of which is attached as Exhibit “A” and made part of this Resolution by this reference; and

WHEREAS, the CRA shall transfer CRA-owned Property to Affordable Housing Development Solutions by Special Warranty Deed, a copy of which is attached as Exhibit “B” and made part of this Resolution by this reference; and

WHEREAS, the Property consists of six (6) parcels located at:

- 1) 149 NW 6th Avenue, Dania Beach, Folio # 5042-34-01-00720
- 2) 1361 W. Dania Beach Blvd., Dania, Beach, Folio #5042 33 01 0130
- 3) 19 NW 14th Avenue, Folio # 5042 33 01 0110
- 4) 47 NW 14th Avenue, Folio # 5042 33 01 00600
- 5) 135 NW 6 Avenue, Folio #5042 34 01 0760
- 6) 40 NW 14th Avenue, Folio # 5042 33 01 0190; and

WHEREAS, the construction of the residential home on each parcel shall be completed the sooner of seven (7) months of the date of the delivery of the Special Warranty Deed for the parcel in question, or one hundred eighty (180) days from the date of issuance of a building permit for a parcel from the applicable authority having jurisdiction; and

WHEREAS, upon the expiration of this schedule, any parcel conveyed to Affordable Housing Development Solutions for which a single-family home has not been constructed, having received a Certificate of Occupancy therefor, in compliance with the Agreement, shall be returned and re-conveyed to the CRA, so as to be made available for another CRA affordable housing project; and

WHEREAS, upon the sale of each improved parcel, simultaneously with the conveyance of title to a CRA-qualified purchaser, the Affordable Housing Development Solutions shall pay to the CRA the sum of Twenty Thousand Dollars (\$20,000.00) upon each transfer of each of the six parcels; and

WHEREAS, the CRA deems it in its best interest to move forward with the proposal submitted by Affordable Housing Development Solutions to provide development services in furtherance of the CRA Plan and the At Home Dania Beach Residential Revitalization Program and recommends approval of this Resolution.;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the foregoing “Whereas” clauses are ratified and confirmed to be true and correct and they are made a part of and are incorporated into this Resolution by reference.

Section 2. That the CRA Board authorizes a Development Agreement and Special Warranty Deed to be executed with Miami-Dade Affordable Housing Foundation, Inc., d/b/a Affordable Housing Development Solutions, copies of which are attached as Exhibit “A” and “B” respectively, and made part of and incorporated into this Resolution by this reference; provided, however that no agreement will be effective unless and until it has been executed by all parties.

Section 3. That the Executive Director and CRA Attorney are authorized to make minor revisions to the Agreement without further CRA Board review as are deemed necessary and proper for the best interests of the CRA.

Section 4. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. That this Resolution shall be in full force and take effect immediately upon its final passage and adoption.

PASSED and ADOPTED on February 12, 2019.

ATTEST:

THOMAS SCHNEIDER, CMC
BOARD SECRETARY

LORI LEWELLEN
BOARD CHAIRPERSON

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CRA ATTORNEY

**AGREEMENT BETWEEN THE CITY OF DANIA BEACH
COMMUNITY REDEVELOPMENT AGENCY AND MIAMI-DADE
AFFORDABLE HOUSING FOUNDATION, INC. D/B/A AFFORDABLE
HOUSING DEVELOPMENT SOLUTIONS**

THIS AGREEMENT is made this ____ day of _____, 2019, between the Dania Beach Community Redevelopment Agency ("AGENCY") and Miami-Dade Affordable Housing Foundation, Inc. d/b/a Affordable Housing Development Solutions ("DEVELOPER").

WHEREAS, the AGENCY owns certain real properties described upon **Exhibit A**, attached hereto and made a part hereof ("Properties") comprised of six (6) lots, as individually described thereon and sometimes referred to herein as "Lots" or "Lot" for the purpose of clarity; and

WHEREAS, AGENCY desires to contract with DEVELOPER to improve the Properties with single-family homes, in pursuit of the AGENCY's goal to mitigate conditions of slum and blight within the redevelopment area; and

WHEREAS, the AGENCY and the DEVELOPER desire for the DEVELOPER to provide all construction financing with its own funds; to obtain all necessary permits for the construction of a single-family home on each of the Lots identified in **Exhibit A**; to build the single-family homes to the satisfaction of the AGENCY; to do all things necessary to complete construction of all of the homes in question and to sell the homes to CRA-Qualified Purchasers; and

WHEREAS, potential CRA-Qualified Purchasers will be selected in accordance with applicable Federal, State, County and local laws and guidelines; and

WHEREAS, the DEVELOPER proposes to construct homes on the Properties, together with all appurtenances, fixtures, and improvements ("Improvements") as set forth in the Development Plans on file with the City of Dania Beach and facsimile images of which homes are attached to this Agreement as **Exhibits B-1 through B-6**, as may be amended; and

____ AGENCY
____ DEVELOPER

WHEREAS, the DEVELOPER has agreed to construct the affordable homes with the designated sales price for each home not to exceed Two Hundred and Twelve Thousand Dollars (\$212,000.00); and

WHEREAS, the DEVELOPER agrees to perform in accordance with the covenants set forth in the Special Warranty Deed, the form of which is attached hereto and made a part hereof as **Exhibit C**; and

WHEREAS, the DEVELOPER and any CRA-Qualified Purchasers shall be obligated to comply with an AGENCY deed restriction requiring that the applicable Lot shall be purchased by someone whose household earnings are at or less than 80% of the Area Median Income, as established by United States Department of Housing and Urban Development ("HUD") for Broward County, as set forth in **Exhibit F** or as amended by HUD and as adjusted for the size of the purchaser's family, for CRA-Qualified Purchasers. In addition, the DEVELOPER agrees that any sale or resale of the property over the next ten (10) years after a sale or a CRA-Qualified Purchaser shall require sale to a subsequent CRA-Qualified Purchaser whose household has earnings at or less than 80% of the Area Median Income as established by HUD for Broward County based on the then existing HUD income guidelines, or, if none exists at that time, then as set forth in **Exhibit F**, who shall hereinafter be referred to as a "Subsequent CRA-Qualified Purchaser". However, should the home be owned by Subsequent CRA-Qualified Purchaser for ten (10) consecutive years, the qualified affordable housing purchaser shall automatically be released from this restriction.

NOW, THEREFORE, in consideration of the covenants, mutual promises and in consideration of \$10.00 or other good and valuable consideration which are to be paid or delivered to the AGENCY, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Recitals-Whereas Clauses. The parties acknowledge and agree that the recitals contained within the "WHEREAS clauses," as set forth above, are true and correct and that they are hereby incorporated by reference into this Agreement. The following described documents shall comprise the Agreement between the parties and shall constitute, collectively, the "Contract Documents":

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____ AGENCY
____ DEVELOPER

- (a) This Agreement;
- (b) Legal description of the properties in **Exhibit A**;
- (c) Project drawings, in **Exhibits B-1 through B-6**, as may be amended in conformity to this Agreement;
- (d) Special Warranty Deed in the form as found in **Exhibit C**;
- (e) Performance and Payment Bond in the form as found in Composite **Exhibit D**;
- (f) United States HUD (hereinafter referred to as "HUD") Affordable Income Guidelines as found in **Exhibit E**.

Section 2. Title and Re-conveyance. The AGENCY agrees to provide the DEVELOPER with title to Properties identified in **Exhibit A**, provided DEVELOPER agrees to construct and provide a single-family home for a CRA-Qualified Purchaser for each of the Lots listed in **Exhibit A**. The AGENCY agrees that the Lots shall be vacant of all structures at the time of conveyance to the DEVELOPER. The AGENCY shall transfer title of the Lots to the DEVELOPER by special warranty deed in the form as found in **Exhibit C**. In the event that there is a defect or cloud (hereinafter referred to as a "Defect") on the AGENCY's title to any of the Lots, the AGENCY shall have ninety (90) days (hereinafter referred to as the "Cure Period") to cure the Defect. In such event, the DEVELOPER's time for developing the Lots so affected, shall be extended by the number of days between the date of this Agreement and the date that the DEVELOPER is notified that the Defect has been cured. If the AGENCY fails to cure the Defect within the Cure Period, then this Agreement shall thereby automatically be amended to delete the applicable Lot(s) with the Defect from the list of Properties identified in **Exhibit A**. Upon the failure of DEVELOPER to build a fully completed home, for which a Certificate of Occupancy had been issued, on each of the Lots within the scheduled time, as set forth in this Agreement, or as amended by the AGENCY and DEVELOPER in writing, the AGENCY shall have the right to cause DEVELOPER to re-convey the applicable Lot(s) in question with and including any improvements thereon, and the Special

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____ AGENCY
____ DEVELOPER

Warranty Deed shall provide for such condition. Upon such re-conveyance, whether voluntarily or involuntarily, the re-conveyance shall constitute the DEVELOPER's agreement to a change of contractor and assignment of any and all construction permits, that the DEVELOPER has obtained, to a successor contractor chosen by the AGENCY for the completion of the project, and to hold harmless CRA for any damage suffered by the DEVELOPER as a result thereof.

Section 3. Project Scope. The DEVELOPER shall provide construction services to accomplish the completion of construction and improvements of the residential homes to be located on the Properties in accordance with the approved building plans and in accordance with the front elevation images of which are set forth on **Exhibits B-1 through B-6**, as may be amended. The DEVELOPER acknowledges that it has received the complete plans and specifications for each model, the plans and specifications of which are incorporated herein by reference as if specifically attached hereto, and the same shall be controlling. The plans and specifications for each of the respective Lots, including landscaping plans, must be approved by the AGENCY and the City of Dania Beach, before construction commences on the applicable Lot.

Section 4. Contract Schedule. The construction of the residential home on each Lot shall be completed the sooner of seven (7) months of the date of the delivery of the Special Warranty Deed for the Lot in question, or one hundred eighty (180) days from the date of issuance of a building permit for said Lot from the applicable authority having jurisdiction thereof. Upon the expiration of this schedule, any Lot conveyed to DEVELOPER for which the DEVELOPER has not constructed a single-family home, having received a Certificate of Occupancy therefor, in compliance with this Agreement, shall be returned and re-conveyed to the AGENCY, so as to be made available for another AGENCY affordable housing project. DEVELOPER agrees to use its best efforts to complete the Project within the schedule. In the event the Project is not completed within this time frame, and the schedule is not extended by the AGENCY, this Agreement shall terminate without any liability to the AGENCY. In such event, the DEVELOPER shall re-convey all Lot(s) upon which a home has not been issued a Certificate of Occupancy. Additionally, the AGENCY may seek enforcement of the Performance Bond, the form of which is attached as Composite **Exhibit D**.

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____ AGENCY
____ DEVELOPER

Section 5. Compliance with Building Codes. The Project shall be performed in accordance with the applicable codes, ordinances and statutes of the State of Florida, City of Dania Beach and Broward County.

Section 6. Limitation of Liability. The AGENCY desires to enter into this Agreement only if, in so doing, the AGENCY can place a limit on the AGENCY's liability for any cause of action arising out of this Agreement, so that its liability never exceeds its maximum potential monetary contribution of the current Broward County Tax Assessor's valuation of the properties. The DEVELOPER expresses its willingness to enter into this Agreement with recovery from the AGENCY for any action arising out of this Agreement, limited to the value of the Properties provided by the AGENCY, and/or the return of the Properties in substantially the same condition as provided to DEVELOPER. Accordingly, the DEVELOPER agrees that the AGENCY shall not be liable for any claim or damage in connection with the Project in excess of the AGENCY's maximum potential monetary contribution as provided under this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed on the Agency's liability as set forth in Chapter 768, Florida Statutes. Additionally, the Agency does not waive sovereign immunity, and no claim or award against the AGENCY shall include attorney's fees, investigative costs or pre-judgment interest.

Section 7. Risk of Loss. Risk of loss by fire or other casualty shall be the DEVELOPER's, and the DEVELOPER agrees to maintain adequate insurance for a sum not less than the full replacement value of the homes to be constructed. The DEVELOPER shall not commence work under this Agreement until it has obtained and submitted proof of all insurance required by the AGENCY, including the insurance requirements set forth in Section 17 hereof. Each of such policies shall be evidenced by a certificate therefor, delivered to the AGENCY, which shall name the AGENCY as additional-insured and shall provide for notice of cancellation of no less than thirty (30) days.

Section 8. Independent Contractor. The DEVELOPER, its employees and agents shall be deemed independent contractors and not be or be deemed to be a

____ AGENCY
____ DEVELOPER

partner, joint venturer, agent or an employee of the AGENCY, and shall not attain any rights or benefits generally afforded AGENCY employees.

Section 9. Right to Reenter and Take Possession of the Properties. The AGENCY has the right, at its election, to enter and take possession of the Properties with all Improvements thereon and terminate the Agreement, if the:

(i) DEVELOPER fails to apply for building permits for each Lot conveyed, from all applicable agencies, within thirty (30) days after the effective date of this Agreement or within thirty (30) days of the date of the delivery of the Special Warranty Deed for said Property, whichever is later.

(ii) DEVELOPER fails to start construction on each applicable Lot, within thirty (30) days following the issuance of construction permits.

(iii) DEVELOPER abandons or substantially suspends construction for a period of more than thirty (30) days. A delay caused by force majeure or by a subcontractor or supplier shall not be included in the calculation of the thirty (30) day period, provided the delay of the subcontractor or supplier is not due, in anyway, to the fault or negligence of the DEVELOPER.

(iv) DEVELOPER fails to cure a violation of the Agreement within thirty (30) days after receipt of notice to cure or notice of default provided to DEVELOPER by the AGENCY.

(v) DEVELOPER fails to complete construction of each Lot within the Contract Schedule set forth in Section 4 hereof.

(vi) DEVELOPER fails to advise of claims of lien against any of the applicable Lots or any part thereof or the DEVELOPER regarding the Project, unless any such lien(s) is bonded off, as allowed by law, within thirty (30) days of recording of such lien.

(vii) DEVELOPER fails to make timely payment(s) to subcontractors or suppliers for materials or labor regarding the Project,

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____ AGENCY
____ DEVELOPER

unless the DEVELOPER has reasonable grounds to withhold payment and sets forth such grounds in writing to the AGENCY.

(viii) DEVELOPER fails to provide reasonable evidence that any element of the Project or the improvement of any applicable Lot(s) cannot be completed for the unpaid balance of the construction loan.

(ix) DEVELOPER fails to carry out any element of the Project in accordance with the Contract Documents.

Section 10. Warranty. The Developer shall repair or replace all work performed and materials and equipment furnished that are or were not performed in a good and workmanlike manner or not furnished in accordance with the terms of this Agreement and Agreement Documents, and shall make good all patent defects thereof that have become apparent before the expiration of one (1) year from the date of the issuance of the Certificate of Occupancy. Nothing contained in this Agreement shall limit the AGENCY from enforcing the warranty for latent defects discovered more than one (1) year following the issuance of the Certificate of Occupancy. If any element of the Project, in the judgment of the AGENCY, for the reasons above stated, needs to be replaced, repaired or made good during that time, the AGENCY shall so notify the DEVELOPER in writing. If the DEVELOPER refuses or neglects to commence such work within five (5) days from the date of receipt of such Notice or, once timely commenced, fails to continue to diligently perform the repair work, the AGENCY shall have the work done by others and the cost thereof shall be paid by the DEVELOPER.

Section 11. Venue, Law and Attorney's fees. In the event of a termination by the AGENCY, the AGENCY shall additionally be entitled to bring any and all legal and/or equitable actions in Broward County, Florida, in order to enforce the AGENCY's right and remedies against the DEVELOPER. The AGENCY shall be entitled to recover all costs of such actions including reasonable attorney's fees, and court costs, at trial and appellate levels, to the extent allowed by law. For the purposes hereof, the term "attorney's fees" shall include fees and costs of paralegal assistance.

AGENCY
DEVELOPER

Section 12. Representations and Covenants. DEVELOPER hereby represents and warrants to the AGENCY the following:

(i) DEVELOPER is a corporate entity duly organized, validly existing and in good standing under the laws of the State of Florida.

(ii) DEVELOPER states there are no proceedings or actions pending, threatened or contemplated against the DEVELOPER including, but not limited to, any action for the liquidation, termination or dissolution of DEVELOPER.

Section 13. Force Majeure. Neither party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of a party or that could not have been reasonably foreseen, prevented or avoided. For this purpose, such acts or circumstances shall include, but not be limited to, weather conditions affecting performance, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, or protest demonstrations. Should such acts or circumstances occur, the parties shall use their best efforts to overcome the difficulties and to resume the work as soon as reasonably possible.

Section 14. Purchasers. It is agreed that all CRA-Qualified Purchasers shall be required to sign a mortgage and note satisfactory to AGENCY and enforceable by the AGENCY, which shall require that the re-sale of the property with the constructed home listed on **Exhibit A** is restricted and all deeds to the qualified buyer shall contain the restrictive covenants concerning re-sale provided in the DEVELOPER's deed and in accordance with the restriction provided in this Agreement for said deeds. The deed shall provide that any new purchaser shall satisfy the standards for ownership or occupancy adopted by the AGENCY, which shall ensure that subsequent purchasers are Subsequent CRA-Qualified Purchasers.

Section 15. Records and Costs. The DEVELOPER agrees to maintain accurate books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues acquired under this Agreement to the extent and in such detail as required by the AGENCY. The books and accounts, files and other records of the DEVELOPER, which are applicable to this Agreement, shall be

AGENCY

DEVELOPER

available for inspection, review and audit by the AGENCY and its representatives, at all reasonable time, to determine the proper application and use of all funds paid by, to or for the account or the benefit of the DEVELOPER.

Section 16. Indemnification. DEVELOPER shall indemnify, defend, save and hold harmless the AGENCY, its officers, agents and employees, from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential including, but not limited to, fees and charges of purchasers, engineers, architects, attorneys, consultants and other professionals and court costs arising out of or in consequence of the performance of this Agreement at all trial and appellate levels. Indemnification shall specifically include, but not limited to, claims, damages, losses, liabilities and expenses arising out of or from: (a) the negligent or defective design of the Project and work of the DEVELOPER; (b) any negligent act or omission of the DEVELOPER, its subcontractors, agents servants or employees; (c) any damages, liabilities, or losses received or sustained by any person or persons during or on account of any negligent operations by DEVELOPER connected with the construction of this Project; (d) the use of any improper materials; (e) any construction defect, including both patent and latent defects; (f) failure to timely complete the work; (g) the violation of any federal, state, or county or city laws, ordinances or regulations by DEVELOPER, its subcontractors, agents, servants, independent contractors or employees; and (h) the breach or alleged breach by DEVELOPER of any term of this Agreement.

Section 17. Insurance. DEVELOPER shall maintain commercial general liability ("CGL") insurance with a limit of not less than one million (\$1,000,000.00) Dollars, per occurrence. Coverage shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations. DEVELOPER shall also be required to provide and maintain, during the life of this Agreement, automobile liability insurance, with a limit of not less than One Hundred Thousand (\$100,000.00) Dollars each, per occurrence for bodily injury and property damage liability for vehicles utilized in connection with the Developer's performance under this Agreement. DEVELOPER shall provide the AGENCY with proof of statutory Workers Compensation insurance. DEVELOPER shall provide a certificate of insurance that shall provide AGENCY as an additional insured. Such insurance shall be

____ AGENCY
____ DEVELOPER

placed with insurance carriers authorized by the Department of Insurance of the State of Florida, having an AM Best rating, of no less A-Excellent: FSC VII. Such certificate shall provide for cancellation with no less than thirty (30) days.

DEVELOPER shall, likewise, require any general contractor working for or through the DEVELOPER to meet the requirements contained herein.

Section 18. Taxes, Mortgage and Obligations. The DEVELOPER (or successor in interest), shall pay the real estate taxes or assessments on the property or any part thereof when due. DEVELOPER shall self-fund all construction costs, including hard and soft costs. DEVELOPER shall not suffer any levy or attachment to be made, or any lien, or any unauthorized encumbrance that is not transferred to a bond within thirty (30) days of the recording.

Section 19. Revenue Sharing. Upon the sale of each improved Lot, as contemplated in Section 2 hereof, simultaneously with the conveyance of title to a CRA-Qualified Purchaser, the DEVELOPER shall pay to the AGENCY the sum of Twenty Thousand (\$20,000.00) Dollars upon each transfer of each of the six Lots described in Exhibit "A," each of which shall be sold for the amount described upon Exhibit "A."

Section 20. Amendments. Any amendments to this Agreement will only be valid when each of such amendments, if any, has been reduced to writing and duly signed by the parties.

Section 21. Severability. If any provision or provisions of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and the remaining provisions shall be valid and enforceable to the fullest extent.

Section 22. Survivorship. The DEVELOPER's obligations hereunder and particularly under Section 10 hereof, shall survive the implementation hereof and the conveyance of title to the six Lots to six CRA-Qualified Purchasers.

Section 23. Miscellaneous Provision. In the event a court of competent jurisdiction must interpret any word or provision of this Agreement, the word or

AGENCY

DEVELOPER

provision shall not be construed against either party by reason of such party's involvement in the drafting or negotiating of this Agreement.

Section 24. Inspection. AGENCY may make or cause to be made reasonable entries upon and inspections of the Properties during the term of this Agreement.

Section 25. Nondiscrimination. The DEVELOPER agrees for itself, its successors and assigns, that the DEVELOPER and such successors or assigns shall not discriminate upon the basis of race, color, religion, sex, sexual orientation, or national origin in the sale, lease or rental or in the use or occupancy of the Lots or any improvements erected or to be erected thereon or on any part thereof; and this covenant shall be binding to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the AGENCY, its successors and assigns, and any successor in interest to the Properties, or any part thereof. The AGENCY shall have the right in the event of any breach of any such covenants, to exercise all the rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of covenant, to which it or any other beneficiaries of such covenant may be entitled.

Section 26. Authorized Agent. The AGENCY and the DEVELOPER shall each designate one person who shall be their authorized representative with respect to this Agreement. The representative of the AGENCY shall be the AGENCY Director; the representative of the DEVELOPER shall be provided at the time of the joint execution of this Agreement.

Section 27. Notices. All notices, demands, correspondence and communications between the AGENCY and DEVELOPER shall be deemed sufficiently given under the terms of this Agreement if sent by facsimile transmission, e-mail, or dispatched by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

____ AGENCY
____ DEVELOPER

If to the AGENCY: Executive Director, Rickelle Williams
Dania Beach Community Redevelopment Agency
100 West Dania Beach Boulevard
Dania Beach, Florida 33004
Fax: 954-924-6800
E-mail: rwilliams@daniabeachfl.gov

CC: Community Redevelopment Agency Attorney

If to DEVELOPER: Executive Director, Audrey Robertson
Miami-Dade Affordable Housing Foundation, Inc.
d/b/a Affordable Housing Development Solutions
7855 NW 12th Street, Unit #102
Miami, FL 33126
Facsimile: 305-371-9339
E-Mail: arobertson@mdahfi.org

CC: John Little, Esq., General Counsel
963 NE 153rd Street
Miami, FL 33162-5813
Facsimile: 305-940-8233
E-Mail: johnlittle@gmail.com

Section 28. Waiver. The passing, approval and/or acceptance of any part of the work or material by the AGENCY, its Architect or Engineer, if any, or by any agent or representative of the AGENCY shall not operate as a waiver of the AGENCY's right to demand strict compliance with the terms and conditions of this Agreement. No act or omission or verbal representation or statement shall be treated as an expressed or implied waiver and all waivers shall be in writing signed by the party who is allegedly to have waived any of the terms and/or conditions of the Agreement or the Contract Documents. This Agreement contains the entire Agreement of the parties and no modification or amendment of any terms or provisions of this Agreement shall be valid or binding unless it complies with this paragraph. This Agreement in general and this paragraph in particular, shall not be modified, amended or waived except in writing signed by both parties. The waiver

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____ AGENCY
____ DEVELOPER

of any breach or default of any of the terms of this Agreement shall not act as a waiver of any subsequent breach or default. This Agreement shall be binding upon the heirs, guardians, personal representatives and assigns of both of the parties.

Section 29. Waiver of Jury Trial. AGENCY and DEVELOPER knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any action, proceeding, lawsuit or counterclaim arising out of this Agreement or Contract Documents or the performance of the Work thereunder.

IN WITNESS WHEREOF, the AGENCY and DEVELOPER have caused this Agreement to be executed the day and year first above written.

WITNESS:

MIAMI-DADE AFFORDABLE
HOUSING FOUNDATION, INC. D/B/A
AFFORDABLE HOUSING
DEVELOPMENT SOLUTIONS

By: _____
Name: Audrey Robertson
Title: Chairman

DANIA BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: _____
Name: Lori Lewellen
Title: Chair

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AGENCY

DEVELOPER

EXHIBIT "A"

LEGAL DESCRIPTIONS

ADDRESS	FOLIO NUMBER	PURCHASE PRICE
149 NW 6 Avenue	5042 34 01 00720	\$190,000.00

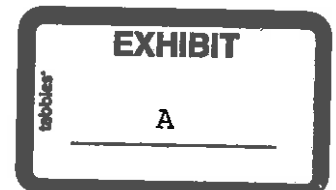
Lot 1, Block 6, of the TOWN OF MODELO (DANIA), as recorded in Plat Book B, Page 49, of the Public Records of Miami-Dade County, Florida said lands situate, lying and being in Broward County, Florida; being the same property conveyed to the City of Dania Beach by Quit Claim Deed, Recorded as Instrument #113946837 on September 22, 2016, in Broward County Official Records.

ADDRESS	FOLIO NUMBER	PURCHASE PRICE
1361 W. Dania Beach Boulevard	5042 33 01 0130	\$212,000.00

Section 33, Township 50 South, Range 42 East, the north 60 feet of South 85 feet of the East 95 Feet of West 222.25 feet of SE ¼ of the NE ¼ of the SE ½ - also known as Lot 13 of MIZELL'S unrecorded subdivision; said lands situate, lying and being in Broward County, Florid; being the same property conveyed to the City of Dania Beach by Quit Claim Deed, recorded as Instrument 113946835 on September 22, 2016 in the Broward County Official Records.

ADDRESS	FOLIO NUMBER	PURCHASE PRICE
19 NW 14 th Avenue	5042 33 01 0110	\$212,000.00

Section 33, Township 50 south, Range 42 East, the North 50 feet of South 135 fet of West 95 feet of the SE ¼ of the NE ¼ of the SE ¼ - also known as Lot 2 of MIZELL'S unrecorded Subdivision; said lands situate, lying and being in Broward County, Florida; being the same property conveyed to the City of Dania



Beach by Quit Claim Deed, recorded as Instrument #113946834 on September 22, 2016 in the Broward County Official Records.

ADDRESS	FOLIO NUMBER	PURCHASE PRICE
47 NW 14 Avenue	5042 33 01 0060	\$212,000.00

Section 33, Township 50 South, Range 42 East, the North 50 feet of South 385 feet of the West 95 feet of the SE ¼ of the NE ¼ - also known as Lot 7 of MIZELL'S unrecorded Subdivision; said lands situate, lying and being in Broward County, Florida; being the same property conveyed to the City of Dania Beach by Quit claim Deed, recorded as Instrument #113946833 on September 22, 2016 in Broward County Official Records. Site Address:

ADDRESS	FOLIO NUMBER	PURCHASE PRICE
135 NW 6 Avenue.	5042 34 01 0760	\$190,000.00

Lot 5, Block 6 of TOWN OF MODELO (DANIA), as recorded in Plat Book B, Page 49, of the Public Records of Miami-Dade County, Florida, said lands situate, lying and being in Broward County, Florida; being the same property conveyed to the City of Dania Beach by Quit Claim Deed, recorded as Instrument #113946838 on September 22, 2016 in Broward County Official Records.

ADDRESS	FOLIO NUMBER	PURCHASE PRICE
40 NW 14 Avenue	5042 33 01 0190	\$212,000.00

A part of West 222.25 feet of SE ¼ of the NE ¼ of the SE ¼ of Section 33 of Township 50 South, Range 42 East, which part is described as follows: Beginning at a point 385 feet North of the SE corner of said West 222.25 feet of said SE ¼ of the NE ¼ of the SE ¼ ; thence West 95 feet; thence South 50 feet; thence East 95 feet to the place beginning – also known as Lot 19 of MIZELL'S unrecorded Subdivision; said lands situate, lying and being in Broward County, Florida.

149 NW 6th Avenue

PROJECT INFORMATION:	
ADDRESS:	149 NW 6 TH AVENUE DANIA BEACH, FL 33004
TYPE OCCUPANCY:	DANIA BEACH CRA NEIGHBORHOOD - RESIDENTIAL
LEGAL DESCRIPTION:	TOWN OF MODELO (DANIA) B-49 D LOT 1 BLK 6
PARCEL ID:	5042 34 01 0720
YEAR BUILT:	NEW CONSTRUCTION
TYPE CONSTRUCTION:	TYPE III
PROPOSED BUILDING:	NEW SINGLE FAMILY RESIDENCE, 3- BEDROOM, 2-BATH, 1,236 SF
FLOOD ZONE:	"X"



EXHIBIT

B-1

1361 W Dania Beach Boulevard

PROJECT INFORMATION:

ADDRESS:	1361 W. DANIA BEACH BOULEVARD DANIA BEACH, FL 33004
TYPE OCCUPANCY:	DANIA BEACH CRA NEIGHBORHOOD - RESIDENTIAL
LEGAL DESCRIPTION:	33-50-42 N 60 OF S 85 OF E 95 OF W 222.25 OF SE1/4 OF NE1/4 OF SE1/4,A/K/A LOT 13 MIZELLS SUB
PARCEL ID:	5042 33 01 0130
YEAR BUILT:	NEW CONSTRUCTION
TYPE CONSTRUCTION:	TYPE III
PROPOSED BUILDING:	NEW SINGLE FAMILY RESIDENCE, 3- BEDROOM, 2-BATH, 1,236 SF
FLOOD ZONE:	"X"



EXHIBIT

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B-2

19 NW 14th Avenue

PROJECT INFORMATION:

ADDRESS: 19 NW 14TH AVENUE
DANIA BEACH, FL 33004

TYPE OCCUPANCY: DANIA BEACH CRA
NEIGHBORHOOD - RESIDENTIAL

LEGAL DESCRIPTION: 33-50-42 N 50 OF S 385 OF W 95 OF SE1/4 OF NE1/4 OF SE1/4, A/K/A
LOT 2 MIZELLS SUB

PARCEL ID: 5042 33 01 0110

YEAR BUILT: NEW CONSTRUCTION

TYPE CONSTRUCTION: TYPE III

PROPOSED BUILDING: NEW SINGLE FAMILY RESIDENCE, 3-BEDROOM, 2-BATH, 1,410 SF

FLOOD ZONE: "X"



EXHIBIT

tabbles

B-3

47 NW 14th Avenue

PROJECT INFORMATION:	
ADDRESS:	47 NW 14 TH AVENUE DANIA BEACH, FL 33004
TYPE OCCUPANCY:	DANIA BEACH CRA NEIGHBORHOOD - RESIDENTIAL
LEGAL DESCRIPTION:	33-50-42 N 50 OF S 385 OF W 95 OF SE1/4 OF NE1/4 OF SE1/4,A/K/A LOT 7 MIZELLS SUB
PARCEL ID:	5042 33 01 0060
YEAR BUILT:	NEW CONSTRUCTION
TYPE CONSTRUCTION:	TYPE III
PROPOSED BUILDING:	NEW SINGLE FAMILY RESIDENCE, 3- BEDROOM, 2-BATH, 1,495 SF
FLOOD ZONE:	"X"



EXHIBIT

B-4

135 NW 6th Avenue

PROJECT INFORMATION:	
ADDRESS:	135 NW 6 TH AVENUE DANIA BEACH, FL 33004
TYPE OCCUPANCY:	DANIA BEACH CRA NEIGHBORHOOD - RESIDENTIAL
LEGAL DESCRIPTION:	TOWN OF MODELO (DANIA) B-49 D LOT 5 BLK 6
PARCEL ID:	5042 34 01 0760
YEAR BUILT:	NEW CONSTRUCTION
TYPE CONSTRUCTION:	TYPE III
PROPOSED BUILDING:	NEW SINGLE FAMILY RESIDENCE, 3- BEDROOM, 2-BATH, 1,495 SF
FLOOD ZONE:	"X"



EXHIBIT

B-5

40 NW 14th Avenue

PROJECT INFORMATION:	
ADDRESS:	40 NW 14 TH AVENUE DANIA BEACH, FL 33004
TYPE OCCUPANCY:	DANIA BEACH CRA NEIGHBORHOOD - RESIDENTIAL
LEGAL DESCRIPTION:	33-50-42 N 50 OF S 385 OF E 95 OF W 222.25 OF SE1/4 OF NE1/4 OF SE1/4,A/K/A LOT 19 MIZELLS SUB
PARCEL ID:	5042 33 01 0190
YEAR BUILT:	NEW CONSTRUCTION
TYPE CONSTRUCTION:	TYPE III
PROPOSED BUILDING:	NEW SINGLE FAMILY RESIDENCE, 3- BEDROOM, 2-BATH, 1,410 SF
FLOOD ZONE:	"X"



EXHIBIT

tabbles

B-6

Prepared by and Return to:

Folio No(s).:

[Space Above This Line For Recording Data]

SPECIAL WARRANTY DEED

This Special Warranty Deed made this _____ day of _____, 2019 between DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY, whose address is 100 W. Dania Beach Boulevard, Dania Beach, Florida 33004 ("**Grantor**") and MIAMI-DADE AFFORDABLE HOUSING FOUNDATION, INC. D/B/A AFFORDABLE HOUSING DEVELOPMENT SOLUTIONS, whose address is 144 Biscayne Boulevard, Suite 312, Miami, Florida 33132 ("**Grantee**"):

(Whenever used herein the terms Grantor and Grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said Grantor, for and in consideration of the sum of TEN AND NO/100THS DOLLARS (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward County, Florida, to-wit:

Lot 1, Block 6, of the TOWN OF MODELO (DANIA), as recorded in Plat Book B, Page 49, of the Public Records of Miami-Dade County, Florida said lands situate, lying and being in Broward County, Florida; being the same property conveyed to the City of Dania Beach by Quit Claim Deed, Recorded as Instrument #113946837 on September 22, 2016, in Broward County Official Records. **Street Address: 149 NW 6th Avenue, Dania Beach, Folio # 5042-34-01-00720;**

Section 33, Township 50 South, Range 42 East, the North 60 feet of South 85 feet of the East 95 Feet of West 222.25 feet of SE ¼ of the NE ¼ of the SE ¼ - also known as Lot 13 of MIZELL'S unrecorded subdivision; said lands situate, lying and being in Broward County, Florida; being the same property conveyed to the City of Dania Beach by Quit Claim Deed, recorded as Instrument 113946835 on September 22, 2016 in the Broward County Official Records. **Street Address: 1361 W. Dania Beach Blvd., Dania, Beach, Folio #5042 33 01 0130;**



Section 33, Township 50 south, Range 42 East, the North 50 feet of South 135 feet of West 95 feet of the SE ¼ of the NE ¼ of the SE ¼ - also known as Lot 2 of MIZELL'S unrecorded Subdivision; said lands situate, lying and being in Broward County, Florida; being the same property conveyed to the City of Dania Beach by Quit Claim Deed, recorded as Instrument #113946834 on September 22, 2016 in the Broward County Official Records. **Street Address: 19 NW 14th Avenue, Folio # 5042 33 01 0110;**

Section 33, Township 50 South, Range 42 East, the North 50 feet of South 385 feet of the West 95 feet of the SE ¼ of the NE ¼ of the SE ¼ - also known as Lot 7 of MIZELL'S unrecorded Subdivision; said lands situate, lying and being in Broward County, Florida; being the same property conveyed to the City of Dania Beach by Quit claim Deed, recorded as Instrument #113946833 on September 22, 2016 in Broward County Official Records. **Street Address: 47 NW 14th Avenue, Folio # 5042 33 01 00600;**

Lot 5, Block 6 of TOWN OF MODELO (DANIA), as recorded in Plat Book B, Page 49, of the Public Records of Miami-Dade County, Florida, said lands situate, lying and being in Broward County, Florida; being the same property conveyed to the City of Dania Beach by Quit Claim Deed, recorded as Instrument #113946838 on September 22, 2016 in Broward County Official Records. **Street Address: 135 NW 6 Avenue, Folio #5042 34 01 0760;**

A part of West 222.25 feet of SE ¼ of the NE ¼ of the SE ¼ of Section 33 of Township 50 South, Range 42 East, which part is described as follows: Beginning at a point 385 feet North of the SE corner of said West 222.25 feet of said SE ¼ of the NE ¼ of the SE ¼ ; thence West 95 feet; thence South 50 feet; thence East 95 feet to the place beginning – also known as Lot 19 of MIZELL'S unrecorded Subdivision; said lands situate, lying and being in Broward County, Florida. **Street Address: 40 NW 14th Avenue, Folio # 5042 33 01 0190.**

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever, subject to the Restrictive Covenants attached hereto as Exhibit 1.

And the Grantor hereby covenants with said Grantee that except as above noted, the Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property; that the Grantor hereby specially warrants the title to said Property and will defend the same against lawful claims of all persons claiming by, through or under Grantor but against no others; subject to taxes accruing subsequent to December 31, 2019 and restrictions, reservations, conditions, dedications, limitations and easements of record.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:
(Witnesses as to both)

Signature of Witness

Printed Name of Witness

Signature of Witness

Printed Name of Witness

DANIA BEACH COMMUNITY
REDEVELOPMENT AGENCY

Name: Lori Lewellen
Title: Chair

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, the undersigned authority, on this day, personally appeared LORI LEWELLEN, Chair of the Dania Beach Community Redevelopment Agency, __who is personally known to me, or __has produced identification as shown below, who, being by me first duly sworn and cautioned, acknowledged, deposed and otherwise stated that he/she executed the foregoing instrument.

SWORN TO and SUBSCRIBED before me this ____ day of _____, 2019

(SEAL)

Notary Public
My commission expires:

Notary, check one:

- () Persons signing document personally known to me.
() Persons signed document and provided the following form of identification:

Return To:
Dania Beach Community Redevelopment Agency
100 W. Dania Beach Boulevard
Dania Beach, FL 33004-3643

Folio No. _____
Loan No. _____

----- {SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA}-----

**DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY
AFFORDABLE HOUSING AND HOMEOWNERSHIP PROGRAM
RESTRICTIVE COVENANT FOR HOMEBUYERS**

THIS AFFORDABLE HOUSING RESTRICTIVE COVENANT ("Covenant") is made this ____ day of _____, 2019 by _____ a (hereinafter referred to as the "Owner"), in favor of Dania Beach Community Redevelopment Agency, a statutory agency, (hereinafter referred to as the "CRA").

WHEREAS, the Owner holds title to certain property located at _____
Dania Beach, Florida (Folio No.: _____), ("Address") and legally described as:

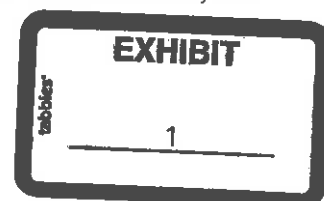
(the Property) attached hereto and made a part hereof by this reference, and

WHEREAS, the Property was acquired, rehabilitated and partially financed with CRA funding as affordable housing for low or moderate income households in accordance with the CRA's Affordable Housing and Homeownership Program ("The Program"), and

WHEREAS, pursuant to the Program, eligible homebuyers are given the opportunity to purchase residential property using zero-to-low-interest financing provided by the CRA if the Owner agrees to certain use and transfer restrictions, including an agreement to occupy the property as a principal residence and to convey the property for an amount not greater than the Maximum Resale Price, all as more fully provided herein, and

WHEREAS, in order to qualify for such participation in the Program and acquire the Property, the Owner hereby makes the following binding commitments to ensure that the Owner, any subsequent Eligible Household, and the Property comply with the requirements of the Program,

NOW, THEREFORE, as consideration for the conveyance of the Property using zero-to-low-interest financing provided by the CRA, and for other good and valuable consideration, the



sufficiency of which is hereby acknowledged, the Owner, including his/her/their heirs, successors and assigns, hereby agrees that the Property shall be subject to the following rights and restrictions which are imposed for the benefit of and shall be enforceable by and through the CRA and its designated assignees.

1. **Definitions.** In this Covenant, in addition to the terms defined above, the following words and phrases shall have the following meanings:

Affordable means where the mortgage payment, including taxes and insurance, does not exceed thirty (30%) percent of the amount which represents the percentage of the median annual gross income for low and moderate income households. However, it is not the intent to limit an individual household's ability to devote more than thirty (35%) percent of its income for housing, and housing for which a household devotes more than thirty (35%) percent of its income shall be deemed affordable, if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the thirty (35%) percent benchmark.

Capital Improvements means the documented commercially reasonable cost of structural improvements made to the Property by the Owner, which increase the total square footage of the home.

Certificate of Qualification means a certificate which shall be valid for twelve (12) months, issued by the CRA or a designated non-CRA agency that has been authorized by the CRA to qualify Eligible Households to purchase an affordable dwelling unit.

Compliance Certificate shall have the meaning set forth in Section 6(a) hereof.

Control Period or Term means the 10-year period during which the Eligible Home must remain affordable. The control period begins on the initial sale date of the eligible home and resets automatically every ten (10) years, for a maximum of fifty (50) years, except that in the event the home is owned by the same owner for an entire 10-year period, said home shall be released from the affordability restrictions contained In this covenant

Dwelling Unit means a unit, whether detached, semi-attached or attached to another such unit, which can be sold in fee simple ownership, that houses a single family.

Eligible Housing or Eligible Home means any dwelling unit that is: (i) purchased in accordance with the Program and (ii) used as the primary residence of an Eligible Household.

Eligible Household means one or more natural persons that (i) has obtained a first-time homebuyer counseling certificate within the past twelve (12) months; (ii) has been determined by the CRA to meet the eligibility requirement(s) of a low income or moderate income household based upon the annual gross income of the household; (iii) has received a Certificate of Qualification and (iv) for purposes of this Restrictive Covenant, has been determined to be an Eligible Household.

Low-to-Moderate-Income means those households whose total annual adjusted gross income is equal to or less than eighty percent (80%) of the median, annual adjusted gross income for

households within the metropolitan statistical area (MSA), or, if not within an MSA, then within Broward County, whichever is greater, as defined by the United States Department of Housing and Urban Development (HUD).

Maximum Resale Price means the sum of (i) the current area median income for the Metropolitan Area of Broward as published by improvements, if any. However, in no event shall the Maximum Resale Price be greater than the purchase price for which a creditworthy Eligible Household, earning eighty percent (80%) of the Area Median Income, as required by the Program for an Eligible Household to obtain mortgage financing (as such purchase price is determined by the CRA), and further provided that the Resale Price shall not be less than the purchase price paid for the Property by the Eligible Household, unless the Eligible Household agrees to accept a lesser price.

Owner means the person or persons identified in the first paragraph of this Restrictive Covenant and who has or have been determined to be an Eligible Household that has been qualified to purchase the Property.

Resale Price Multiplier means the number calculated by dividing the Property's initial sale price from the CRA to the Owner by the HUD Area Median income for the Metropolitan Area of Broward County at the time of sale. A resale price multiplier of 4.24 is hereby assigned to this Property.

Resale Price Multiplier Calculation:

Original Purchase Price: \$	_____	\$	_____
Current HUD Area Median Income		\$	_____
Resale Price Multiplier			<u>4.24</u>

2. **Occupancy/Principal Residence.** The Property shall be occupied and shall be used by the Owner exclusively as Owner's principal residence. Any use of the Property or activity thereon which is inconsistent with such exclusive residential use is expressly prohibited.

3. **Restrictions against Leasing. Refinancing and Junior Encumbrances.** The Property shall not be leased, rented, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the CRA; except, however, this provision shall not apply to a first mortgage granted on the date of the delivery of the deed in connection with the conveyance of the Property from the CRA to the Owner, securing indebtedness not greater than one hundred (100%) percent of the purchase price. Any rents, profits or proceeds from any transaction described in the preceding sentence, which transaction has not received the requisite written consent of the CRA, shall be paid by the Owner to the CRA upon demand and treated as program income in accordance with "The Program" guidelines. The CRA may institute proceedings to terminate such lease or rental agreement and to recover such rents, profits or proceeds, and costs of collection, including attorneys' fees and costs of litigation. Upon recovery, after payment of costs, the balance of any profits or proceeds shall be paid to the CRA for its appropriate use, and deposited in an account in accordance with "The Program" guidelines. The CRA may institute proceedings to terminate any type of refinancing

encumbrance and/or mortgage placed on the Property without the CRA's prior written consent. In the event that the CRA consents for good cause to any lease, refinancing, encumbrance or mortgage, it shall be a condition to such consent that all rents, profits or proceeds from such transaction, which exceed the actual carrying costs of the Property, as determined by CRA, shall be paid to the CRA for deposit in accordance with "The Program" guidelines.

4. **Notice of Sale.** Whenever the Owner desires or elects to sell, convey or transfer the Property, the following steps must be followed by the Owner and the CRA.

(a) When the Owner or any successor in title to the Owner shall desire to sell, convey or otherwise transfer the Property, or any portion thereof, the Owner shall notify the CRA in writing of the Owner's intent to sell, convey or transfer the Property (the "Notice of Sale"). The Owner shall send the Notice of Sale to the CRA by either mailing it certified or registered mail, postage pre-paid, or by a nationally recognized courier service (such as FedEx or DHL), to the following address: Executive Director, Dania Beach Community Redevelopment Agency or successor department, 100 W. Dania Beach Boulevard, Dania Beach, FL 33004, with a copy to the CRA Attorney's Office. Upon the CRA's receipt of the Notice of Sale, the CRA shall notify the Owner of the date the Notice of Sale was received. Afterwards, the CRA shall calculate the Maximum Resale Price which the Owner may receive for the sale of the Property based upon the average rate of real property appreciation for the Metropolitan Statistical Area (MSA) plus any documented capital improvements, as defined herein, during the period the home was owned by the Owner.

(b) The CRA shall have sixty (60) days from receiving the Notice of Sale from the Owner to exercise the CRA's right-of-first-refusal and to enter into a purchase and sale agreement for the Property at or below the Maximum Resale Price or provide the Owner with written notification of the CRA's intent to waive its right of first refusal.

(c) Should the CRA elect not to acquire the Property by exercising its right-of-first-refusal, the CRA shall assist the Owner in identifying an Eligible Household, who is ready, willing and able to purchase the Property at or below the Maximum Resale Price. The Owner shall fully cooperate with the CRA's efforts in assisting the Owner to locate an Eligible Household and, if requested by the CRA, the Owner shall hire a broker acceptable to the CRA to assist in locating an Eligible Household.

(d) Nothing in this Covenant constitutes a promise, commitment or guarantee by the CRA that upon resale the Owner shall actually receive the Maximum Resale Price for the Property or any other specific or pre-determined price for the Property.

(e) The holder of the first mortgage on the Property is not obligated to forbear from exercising the rights and remedies under its mortgage, at law or in equity, after delivery of the Notice of Sale.

5. **Delivery of Deed.** in connection with any conveyance pursuant to right-of-first-refusal to purchase as set forth in Section 4 above, the Property shall be conveyed by the Owner to the Eligible Household by a valid and sufficient deed conveying a good and clear record and marketable title to the Property free from any and all encumbrances except: (i) such taxes for the

then current year as are not due and payable on the date of delivery of the deed, (ii) any lien for municipal betterments assessed after the date of the Notice of Sale, (iii) provisions of local building and zoning laws, (iv) all easements, restrictions, covenants and agreements or record specified in the deed from the Owner to the Eligible Household and (v) such additional easements, restrictions, covenants and agreements of record, including, but not limited to, this Covenant. The deed shall specifically provide that the Property is subject to this Covenant and shall reference the Official Record Book and Page number of this recorded Covenant. Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the CRA or the enforceability of the restrictions herein.

6. **Resale and Transfer Restrictions:**

(a) Except as otherwise provided herein, the Property or any interest therein shall not at any time be sold, transferred or conveyed by the Owner, or the Owner's successors, and no attempted sale, conveyance or transfer shall be valid, unless: (i) the Owner has delivered its Notice of Sale to the CRA; (ii) the aggregate value of all consideration and payments of every kind given or paid by the Eligible Household of the Property for, and in connection with the transfer of such Property, is equal to or less than the Maximum Resale Price for the Property; (iii) unless a certificate (the "Compliance Certificate") is obtained and recorded, signed and acknowledged by the CRA, which Compliance Certificate refers to the Property, the Owner, the Eligible Household thereof and (iv) the Maximum Resale Price therefor, and states that the proposed conveyance, sale or transfer of the Property to the subsequent purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Covenant.

(b) The Owner and any good faith purchaser of the Property, any lender or other party taking a security interest in such Property and any other third party may rely upon a Compliance Certificate as conclusive evidence that the proposed conveyance, sale or transfer of the Property to the Eligible Household is in compliance with the rights, restrictions, covenants and agreements contained in this Covenant, and may record such Compliance Certificate In connection with the conveyance of the Property.

(c) Within ten (10) days of the closing of the conveyance of the Property from the Owner to an Eligible Household, the Owner shall deliver to the CRA a copy of the deed to the Property, a copy of the Declaration of Restriction signed by the Eligible Household, together with the recording information. Failure of the Owner, or the Owner's successors to comply with the preceding sentence shall not affect the validity of such conveyance or the enforceability of the restrictions herein.

7. **Discrimination.** The Owner shall not discriminate against any person in the exercise of its obligations under this Covenant and all such actions shall be taken without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, disability, political affiliation, or source of income, any other factor which cannot be lawfully used.

8. **Survival of Restriction Upon Exercise of Remedies by Mortgagees.**

(a) The holder of record of any mortgage on the Property (each, a "Mortgagee") shall notify the CRA and any senior mortgagee(s) in the event of any default for which the Mortgagee

intends to commence foreclosure proceedings or similar remedial action pursuant to its mortgage (the "Foreclosure Notice"), which notice shall be sent to the CRA, as set forth in this Covenant. Such notice shall be sent to the CRA by either mailing it certified or registered mail, postage pre-paid, or by a nationally recognized courier service (such as FedEx or DHL), to the following address: Executive Director, Dania Beach Community Redevelopment Agency or successor department, 100 West Dania Beach Boulevard, Dania Beach, FL 33004, with a copy to the CRA Attorney's Office and, if applicable, to the senior Mortgagee(s) as set forth in such senior Mortgagee's mortgage, not less than one hundred twenty (120) days prior to the institution of any foreclosure action or before the acceptance of a deed in lieu of foreclosure. In addition, the Owner expressly agrees to immediately deliver to the CRA any type of Foreclosure Notice and/or documents relating to the institution of any foreclosure proceeding and/or any other communications and disclosures made by any Mortgagee regarding the Property pursuant to this Covenant.

(b) The Owner grants to the CRA the right and option to purchase the Property upon receipt by the CRA of any Foreclosure Notice, in the event that the CRA intends to exercise its option, the CRA or its designee shall acquire the Property within one hundred twenty (120) days of receipt of such foreclosure notice, at a price equal to the greater of (i) the sum of the outstanding principal balance of the note secured by such foreclosing Mortgagee's mortgage, together with the outstanding principal balance(s) of any note(s) secured by mortgages senior in priority to such mortgage (but in no event shall the aggregate amount thereof be greater than one hundred (100%) percent of the Maximum Resale Price calculated at the time of the granting of the mortgage) plus all future advances, accrued interest and all reasonable costs and expenses which the foreclosing Mortgagee and any senior Mortgagee(s) are entitled to recover pursuant to the terms of such mortgages (the "Mortgage Satisfaction Amount") and (ii) the Maximum Resale Price (which for this purpose may be less than the purchase price paid for the Property by the Owner) (the greater of (i) and (ii) above herein referred to as the "Applicable Foreclosure Price"). The Property shall be sold and conveyed in its then-current "As Is, Where Is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, building code violations, public assessments, any and all unpaid federal or state or local taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over such foreclosing Mortgagee's mortgage, and further subject to a declaration of restrictions identical in form and substance to this Covenant which the Owner hereby agrees to execute, to secure execution by the CRA or its designee, and to record with the deed, except that (i) during the term of ownership of the Property by the CRA or its designee the owner-occupancy requirements of Section 2 hereof shall not apply (unless the designee is an Eligible Household), and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by the CRA or its designee, but not greater than the Applicable Foreclosure Price. Said deed shall clearly state that it is made subject to this Covenant and shall reference the Official Record Book and Page number of this recorded Covenant. Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the CRA or its designee or the enforceability of the restrictions herein.

(c) Not earlier than one hundred twenty (120) days following the delivery of the Foreclosure Notice to the CRA and any senior Mortgagees) pursuant to subsection (a) above, the

foreclosing Mortgagee may conduct the foreclosure sale or accept a deed in lieu of foreclosure. The Property shall be sold and conveyed in its then-current "As Is", "Where Is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state or local taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over the foreclosing Mortgagee's mortgage, and further subject to a Restriction, as set forth above.

(d) In the event that the foreclosing Mortgagee conducts a foreclosure sale or other proceeding enforcing its rights under its mortgage and the Property is sold for a price in excess of the greater of the Maximum Resale Price and the Mortgage Satisfaction Amount, such excess shall be paid to the CRA for deposit in accordance with "The Program" guidelines after (i) a final judicial determination, or (ii) a written agreement of all parties who, as of such date hold (or have been duly authorized to act for other parties who hold) a record interest in the Property, that the CRA is entitled to such excess. The legal costs of obtaining any such judicial determination or agreement shall be deducted from the excess prior to payment to the CRA. To the extent that the Owner possesses any interest in any amount which would otherwise be payable to the CRA under this paragraph, to the fullest extent permissible by law, the Owner hereby assigns its interest in such amount to the Mortgagee for payment to the CRA.

(e) If any Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, then the rights and restrictions contained herein shall apply to such Mortgagee upon such acquisition of the Property and to any purchaser of the Property from such Mortgagee, and the Property shall be conveyed subject to this Covenant, except that (i) during the term of ownership of the Property by such Mortgagee the owner-occupancy requirements of Section 2 hereof shall not apply and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such Mortgagee at the foreclosure sale, but not greater than the Applicable Foreclosure Price. Said deed shall clearly state that it is made subject to this Covenant and shall reference the Official Record Book and Page number of the recorded covenant. Failure to comply with the preceding sentence shall not affect the validity of the conveyance to the Mortgagee or the enforceability of the restrictions herein.

(f) If any party other than a Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, the Property shall be conveyed subject to this Covenant except that (i) if the purchaser at such foreclosure sale or assignee of a deed in lieu of foreclosure is not an Eligible Household, then during the term of ownership of the Property by such purchaser, the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such third-party purchaser at the foreclosure sale, but not greater than the Applicable Foreclosure Price. Said deed shall clearly state that it is made subject to this Covenant and shall reference the Official Record Book and Page number of this recorded Covenant. Failure to comply with the preceding sentence shall not affect the validity of the conveyance to such third-party purchaser or the enforceability of the restrictions herein.

(g) Upon satisfaction of the requirements contained in this Section 8, the CRA shall issue a Compliance Certificate to the foreclosing Mortgagee which, upon recording in the public records of Broward County, may be relied upon as provided in Section 6(b) hereof as conclusive evidence that the conveyance of the Property pursuant to this Section 8 is in compliance with the rights, restrictions, covenants and agreements contained in this Covenant.

(h) The Owner understands and agrees that nothing in this Covenant constitutes a promise or guarantee by the CRA that the Mortgagee shall actually receive the Maximum Resale Price for the Property or any other price for the Property.

(i) If a Foreclosure Notice is delivered after the delivery of a Conveyance Notice as provided In Section 4(a) hereof, the procedures set forth in this Section 8 shall supersede the provisions of Section 4 hereof.

9. The CRA is the beneficiary of this Covenant, and as such, the CRA may enforce these restrictions, conditions and/or restrictive covenants by action at law or in equity, including without limitation, a decree of specific performance or mandatory or prohibitory injunction.

10. If any covenant, restriction, condition or provision contained in this document is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, restriction, condition or provision herein contained, all of which shall remain in full force and effect. This Covenant shall be construed in accordance with the laws of the State of Florida and venue for the enforcement hereof shall be in Broward County, Florida.

11. This Covenant shall survive any proceedings in foreclosure, bankruptcy, probate or any other proceedings at law or in equity.

12. It shall be at the sole discretion of the CRA, through its Board of Commissioners (the "Board"), to amend or terminate any portion of this Covenant through the adoption of a Resolution. Any such amendment or termination shall be by a majority vote of the Board.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, this Covenant has been executed by the Owner hereto on the day and year first above-written.

Witness:

Owner:

Print Name

Witness:

Owner:

Print Name

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, a _____, who ☐ is personally known to me or produced _____ as identification.

Notary Public

My commission expires:

Print Name: _____

DRAFT AIA Document A312™ - 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

« »
« »

SURETY:

(Name, legal status and principal place of business)

« »
« »

OWNER:

(Name, legal status and address)

« »
« »

CONSTRUCTION CONTRACT

Date: « »

Amount: \$ « »

Description:

(Name and location)

« »
« »

BOND

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this Bond: ☐ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature:

Name and « »

Title:

Signature:

Name and « »

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

« »
« »
« »

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the

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Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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(928602453)

§ 16 Modifications to this bond are as follows:

§ 11

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Signature:

Name and Title:

Address:

SURETY

Company:

(Corporate Seal)

Signature:

Name and Title:

Address:

TO BE
DRAWN

Field Code Changed

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DRAFT AIA® Document A312™ - 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

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« »
« »

SURETY:

(Name, legal status and principal place of business)

« »
« »
« »

OWNER:

(Name, legal status and address)

« »
« »
« »

CONSTRUCTION CONTRACT

Date: « »

Amount: \$ « »

Description:

(Name and location)

« »

« »

BOND

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this Bond: ☐ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature:

Name and

Title:

(Any additional signatures appear on the last page of this Payment Bond.)

Signature:

Name and

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

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OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- 1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- 2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

Field Code Changed

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

Field Code Changed

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

« »

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature:

Name and Title:

Address:

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Signature:

Name and Title:

Address:

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FY 2018 MEDIAN FAMILY INCOME DOCUMENTATION SYSTEM

[HUD.gov](#) [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

Median Family Income Calculation Methodology

Estimates of median family income for metropolitan and non-metropolitan areas are developed as follows:

All information presented here applies to the **Fort Lauderdale, FL HUD Metro FMR Area** which Broward County is a part of.

1. A special tabulation of Median Family Income (MFI) estimates from the 2011-2015 5-year ACS was prepared by the U.S. Census Bureau and used by HUD as the basis for calculating HUD's FY2018 MFIs. Estimates of MFI from this tabulation are used if they are determined to be statistically reliable. For FY2018, the test for reliability is whether the margin of error for the estimate is less than 50% of the estimate itself and whether the ACS estimate is based on at least 100 survey cases.

Note: HUD began using the count indicator in assessing statistical reliability beginning with the FY 2018 Fair Market Rent estimates. HUD does not receive the exact number of survey cases in this special tabulation, but rather a categorical variable known as the count indicator, indicating a range of cases. An estimate based on at least 100 cases corresponds to a count indicator of 4 or higher.

If an area does not have a reliable 2011-2015 5-year estimate, HUD checks whether the area has had minimally reliable estimates in any of the past 3 years (a minimally reliable estimate is an estimate where the margin of error for the estimate is less than 50% of the estimate itself). If so, the FY2018 MFI is the average of the inflated ACS estimates. In order to use as much local data as possible, HUD averages the minimally reliable estimates from the last three 5-year ACS estimates.

If an area has not had a minimally reliable estimate in the past 3 years, the estimate from the next larger encompassing geography is used. For example, sub-areas of metropolitan areas would be assigned the MFI estimate of the entire metropolitan area and for non-metropolitan counties, the estimate from all non-metropolitan portions of the State (state non-metropolitan).

2. If there is a statistically reliable 2015 1-year ACS estimate of median family income available, HUD replaces the 5-year data with the 1-year data. For FY2018, the special

tabulation of 2015 1-year ACS MFI estimates provided to HUD by the U.S. Census Bureau for the **Fort Lauderdale, FL HUD Metro FMR Area** was statistically reliable.

- Once the appropriate 2015 ACS data has been selected, an inflation factor based on the CBO projection of the national CPI for FY2018 is calculated to inflate the estimate from 2015 to April, 2018 (or mid FY2018). **Note:** The CPI projection used in this calculation is from the CBO's January 2017 release of its 10-Year Economic Projections.

MFI Step by Step Calculation

- The following are the 2015 American Community Survey 5-year median income estimate, margin of error, and sample size category for **Fort Lauderdale, FL HUD Metro FMR Area**:

Area	ACS ₂₀₁₅ 5-Year Median Income	ACS ₂₀₁₅ 5-Year Margin of Error	Ratio	Sample Size Category	Result
Fort Lauderdale, FL HUD Metro FMR Area	\$61,809	\$610	$\frac{\$610}{\$61,809}$ = 0.01	6	0.01 $\geq$.5 and 6.0 $\geq$ 4 Reliable Estimate

- Since there is a 1-year 2015 ACS estimate available, the margin of error of the estimate and the sample size category are checked for reliability:

Area	ACS ₂₀₁₅ 1-Year Median Income	ACS ₂₀₁₅ 1-Year Margin of Error	Ratio	Sample Size Category	Result
Fort Lauderdale, FL HUD Metro FMR Area	\$62,372	\$1,405	$\frac{\$1,405}{\$62,372}$ = 0.023	6	0.023 $\leq$.5 and 6.0 $\geq$ 4 Use ACS₂₀₁₅ 1-Year Median Income

- The calculation of the CPI Inflation Factor is as follows:

Area	FY2018 CPI	2015 Annual CPI	CPI Inflation Factor
Fort Lauderdale, FL HUD Metro FMR Area	249.8	237.017	$(249.8 / 237.017)$ =

1.05393

4. The FY 2018 median family income is estimated as follows:

Area	ACS ₂₀₁₅ 1-Year Estimate	CPI Inflation Factor	FY 2018 Area MFI Estimate
Fort Lauderdale, FL HUD Metro FMR Area	\$62,372	1.05393	$(\$62,372 * 1.05393) = \$65,736$

5. In keeping with HUD policy, the median family income estimate is rounded to the nearest \$100:

Area	Unrounded FY 2018 MFI Estimate	Rounded FY 2018 MFI Estimate
Fort Lauderdale, FL HUD Metro FMR Area	\$65,736	\$65,700

NOTE: Due to differences in the computing platforms used to generate the official FY 2018 MFI estimates, and this web system, the calculated value shown may differ slightly from the official published value because of rounding.

Press below to select a different state:

Select a new state

Or select a FY 2018 HUD Metropolitan FMR Area's Median Family Income:

Fort Lauderdale, FL HUD Metro FMR Area

Select Area

Update URL for bookmarking or E-mailing

Technical Problems or questions? [Contact Us](#).

Prepared by and Return to:

Folio No(s).:

_____ [Space Above This Line For Recording Data] _____

SPECIAL WARRANTY DEED

This Special Warranty Deed made this _____ day of _____, 2019 between DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY, whose address is 100 W. Dania Beach Boulevard, Dania Beach, Florida 33004 (“**Grantor**”) and MIAMI-DADE AFFORDABLE HOUSING FOUNDATION, INC. D/B/A AFFORDABLE HOUSING DEVELOPMENT SOLUTIONS, whose address is 144 Biscayne Boulevard, Suite 312, Miami, Florida 33132 (“**Grantee**”):

(Whenever used herein the terms Grantor and Grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said Grantor, for and in consideration of the sum of TEN AND NO/100THS DOLLARS (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee’s heirs and assigns forever, the following described land, situate, lying and being in Broward County, Florida, to-wit:

Lot 1, Block 6, of the TOWN OF MODELO (DANIA), as recorded in Plat Book B, Page 49, of the Public Records of Miami-Dade County, Florida said lands situate, lying and being in Broward County, Florida; being the same property conveyed to the City of Dania Beach by Quit Claim Deed, Recorded as Instrument #113946837 on September 22, 2016, in Broward County Official Records. **Street Address: 149 NW 6th Avenue, Dania Beach, Folio # 5042-34-01-00720;**

Section 33, Township 50 South, Range 42 East, the North 60 feet of South 85 feet of the East 95 Feet of West 222.25 feet of SE ¼ of the NE ¼ of the SE ¼ - also known as Lot 13 of MIZELL’S unrecorded subdivision; said lands situate, lying and being in Broward County, Florid; being the same property conveyed to the City of Dania Beach by Quit Claim Deed, recorded as Instrument 113946835 on September 22, 2016 in the Broward County Official Records. **Street Address: 1361 W. Dania Beach Blvd., Dania, Beach, Folio #5042 33 01 0130;**

Section 33, Township 50 south, Range 42 East, the North 50 feet of South 135 feet of West 95 feet of the SE ¼ of the NE ¼ of the SE ¼ - also known as Lot 2 of MIZELL'S unrecorded Subdivision; said lands situate, lying and being in Broward County, Florida; being the same property conveyed to the City of Dania Beach by Quit Claim Deed, recorded as Instrument #113946834 on September 22, 2016 in the Broward County Official Records. **Street Address: 19 NW 14th Avenue, Folio # 5042 33 01 0110;**

Section 33, Township 50 South, Range 42 East, the North 50 feet of South 385 feet of the West 95 feet of the SE ¼ of the NE ¼ of the SE ¼ - also known as Lot 7 of MIZELL'S unrecorded Subdivision; said lands situate, lying and being in Broward County, Florida; being the same property conveyed to the City of Dania Beach by Quit claim Deed, recorded as Instrument #113946833 on September 22, 2016 in Broward County Official Records. **Street Address: 47 NW 14th Avenue, Folio # 5042 33 01 00600;**

Lot 5, Block 6 of TOWN OF MODELO (DANIA), as recorded in Plat Book B, Page 49, of the Public Records of Miami-Dade County, Florida, said lands situate, lying and being in Broward County, Florida; being the same property conveyed to the City of Dania Beach by Quit Claim Deed, recorded as Instrument #113946838 on September 22, 2016 in Broward County Official Records. **Street Address: 135 NW 6 Avenue, Folio #5042 34 01 0760;**

A part of West 222.25 feet of SE ¼ of the NE ¼ of the SE ¼ of Section 33 of Township 50 South, Range 42 East, which part is described as follows: Beginning at a point 385 feet North of the SE corner of said West 222.25 feet of said SE ¼ of the NE ¼ of the SE ¼ ; thence West 95 feet; thence South 50 feet; thence East 95 feet to the place beginning – also known as Lot 19 of MIZELL'S unrecorded Subdivision; said lands situate, lying and being in Broward County, Florida. **Street Address: 40 NW 14th Avenue, Folio # 5042 33 01 0190.**

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever, subject to the Restrictive Covenants attached hereto as Exhibit 1.

And the Grantor hereby covenants with said Grantee that except as above noted, the Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property; that the Grantor hereby specially warrants the title to said Property and will defend the same against lawful claims of all persons claiming by, through or under Grantor but against no others; subject to taxes accruing subsequent to December 31, 2019 and restrictions, reservations, conditions, dedications, limitations and easements of record.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:
(Witnesses as to both)

Signature of Witness

Printed Name of Witness

Signature of Witness

Printed Name of Witness

DANIA BEACH COMMUNITY
REDEVELOPMENT AGENCY

Name: Lori Lewellen
Title: Chair

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, the undersigned authority, on this day, personally appeared LORI LEWELLEN, Chair of the Dania Beach Community Redevelopment Agency, __who is personally known to me, or __has produced identification as shown below, who, being by me first duly sworn and cautioned, acknowledged, deposed and otherwise stated that he/she executed the foregoing instrument.

SWORN TO and SUBSCRIBED before me this ____ day of _____, 2019

(SEAL)

Notary Public
My commission expires:

Notary, check one:

- () Persons signing document personally known to me.
() Persons signed document and provided the following form of identification:

Return To:
Dania Beach Community Redevelopment Agency
100 W. Dania Beach Boulevard
Dania Beach, FL 33004-3643

Folio No. _____

Loan No. _____

----- {SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA}-----

**DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY
AFFORDABLE HOUSING AND HOMEOWNERSHIP PROGRAM
RESTRICTIVE COVENANT FOR HOMEBUYERS**

THIS AFFORDABLE HOUSING RESTRICTIVE COVENANT (“Covenant”) is made this ____ day of _____, 2019 by _____ a (hereinafter referred to as the “Owner”), in favor of Dania Beach Community Redevelopment Agency, a statutory agency, (hereinafter referred to as the “CRA”).

WHEREAS, the Owner holds title to certain property located at _____
Dania Beach, Florida (Folio No.: _____), (“Address”) and legally described as:

(the Property) attached hereto and made a part hereof by this reference, and

WHEREAS, the Property was acquired, rehabilitated and partially financed with CRA funding as affordable housing for low or moderate income households in accordance with the CRA’s Affordable Housing and Homeownership Program (“The Program”), and

WHEREAS, pursuant to the Program, eligible homebuyers are given the opportunity to purchase residential property using zero-to-low-interest financing provided by the CRA if the Owner agrees to certain use and transfer restrictions, including an agreement to occupy the property as a principal residence and to convey the property for an amount not greater than the Maximum Resale Price, all as more fully provided herein, and

WHEREAS, in order to qualify for such participation in the Program and acquire the Property, the Owner hereby makes the following binding commitments to ensure that the Owner, any subsequent Eligible Household, and the Property comply with the requirements of the Program,

NOW, THEREFORE, as consideration for the conveyance of the Property using zero-to-low-interest financing provided by the CRA, and for other good and valuable consideration, the

sufficiency of which is hereby acknowledged, the Owner, including his/her/their heirs, successors and assigns, hereby agrees that the Property shall be subject to the following rights and restrictions which are imposed for the benefit of and shall be enforceable by and through the CRA and its designated assignees.

1. **Definitions.** In this Covenant, in addition to the terms defined above, the following words and phrases shall have the following meanings:

Affordable means where the mortgage payment, including taxes and insurance, does not exceed thirty (30%) percent of the amount which represents the percentage of the median annual gross income for low and moderate income households. However, it is not the intent to limit an individual household's ability to devote more than thirty (35%) percent of its income for housing, and housing for which a household devotes more than thirty (35%) percent of its income shall be deemed affordable, if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the thirty (35%) percent benchmark.

Capital Improvements means the documented commercially reasonable cost of structural improvements made to the Property by the Owner, which increase the total square footage of the home.

Certificate of Qualification means a certificate which shall be valid for twelve (12) months, issued by the CRA or a designated non-CRA agency that has been authorized by the CRA to qualify Eligible Households to purchase an affordable dwelling unit.

Compliance Certificate shall have the meaning set forth in Section 6(a) hereof.

Control Period or Term means the 10-year period during which the Eligible Home must remain affordable. The control period begins on the initial sale date of the eligible home and resets automatically every ten (10) years, for a maximum of fifty (50) years, except that in the event the home is owned by the same owner for an entire 10-year period, said home shall be released from the affordability restrictions contained In this covenant

Dwelling Unit means a unit, whether detached, semi-attached or attached to another such unit, which can be sold in fee simple ownership, that houses a single family.

Eligible Housing or Eligible Home means any dwelling unit that is: (i) purchased in accordance with the Program and (ii) used as the primary residence of an Eligible Household.

Eligible Household means one or more natural persons that (i) has obtained a first-time homebuyer counseling certificate within the past twelve (12) months; (ii) has been determined by the CRA to meet the eligibility requirement(s) of a low income or moderate income household based upon the annual gross income of the household; (iii) has received a Certificate of Qualification and (iv) for purposes of this Restrictive Covenant, has been determined to be an Eligible Household.

Low-to-Moderate-Income means those households whose total annual adjusted gross income is equal to or less than eighty percent (80%) of the median, annual adjusted gross income for

households within the metropolitan statistical area (MSA), or, if not within an MSA, then within Broward County, whichever is greater, as defined by the United States Department of Housing and Urban Development (HUD).

Maximum Resale Price means the sum of (i) the current area median income for the Metropolitan Area of Broward as published by improvements, if any. However, in no event shall the Maximum Resale Price be greater than the purchase price for which a creditworthy Eligible Household, earning eighty percent (80%) of the Area Median Income, as required by the Program for an Eligible Household to obtain mortgage financing (as such purchase price is determined by the CRA), and further provided that the Resale Price shall not be less than the purchase price paid for the Property by the Eligible Household, unless the Eligible Household agrees to accept a lesser price.

Owner means the person or persons identified in the first paragraph of this Restrictive Covenant and who has or have been determined to be an Eligible Household that has been qualified to purchase the Property.

2. **Occupancy/Principal Residence.** The Property shall be occupied and shall be used by the Owner exclusively as Owner's principal residence. Any use of the Property or activity thereon which is inconsistent with such exclusive residential use is expressly prohibited.

3. **Restrictions against Leasing. Refinancing and Junior Encumbrances.** The Property shall not be leased, rented, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the CRA; except, however, this provision shall not apply to a first mortgage granted on the date of the delivery of the deed in connection with the conveyance of the Property from the CRA to the Owner, securing indebtedness not greater than one hundred (100%) percent of the purchase price. Any rents, profits or proceeds from any transaction described in the preceding sentence, which transaction has not received the requisite written consent of the CRA, shall be paid by the Owner to the CRA upon demand and treated as program income in accordance with "The Program" guidelines. The CRA may institute proceedings to terminate such lease or rental agreement and to recover such rents, profits or proceeds, and costs of collection, including attorneys' fees and costs of litigation. Upon recovery, after payment of costs, the balance of any profits or proceeds shall be paid to the CRA for its appropriate use, and deposited in an account in accordance with "The Program" guidelines. The CRA may institute proceedings to terminate any type of refinancing encumbrance and/or mortgage placed on the Property without the CRA's prior written consent. In the event that the CRA consents for good cause to any lease, refinancing, encumbrance or mortgage, it shall be a condition to such consent that all rents, profits or proceeds from such transaction, which exceed the actual carrying costs of the Property, as determined by CRA, shall be paid to the CRA for deposit in accordance with "The Program" guidelines.

4. **Notice of Sale.** Whenever the Owner desires or elects to sell, convey or transfer the Property, the following steps must be followed by the Owner and the CRA.

(a) When the Owner or any successor in title to the Owner shall desire to sell, convey or otherwise transfer the Property, or any portion thereof, the Owner shall notify the CRA in writing of the Owner's intent to sell, convey or transfer the Property (the "Notice of Sale). The

Owner shall send the Notice of Sale to the CRA by either mailing it certified or registered mail, postage pre-paid, or by a nationally recognized courier service (such as FedEx or DHL), to the following address: Executive Director, Dania Beach Community Redevelopment Agency or successor department, 100 W. Dania Beach Boulevard, Dania Beach, FL 33004, with a copy to the CRA Attorney's Office. Upon the CRA's receipt of the Notice of Sale, the CRA shall notify the Owner of the date the Notice of Sale was received. Afterwards, the CRA shall calculate the Maximum Resale Price which the Owner may receive for the sale of the Property based upon the average rate of real property appreciation for the Metropolitan Statistical Area (MSA) plus any documented capital improvements, as defined herein, during the period the home was owned by the Owner.

(b) The CRA shall have sixty (60) days from receiving the Notice of Sale from the Owner to exercise the CRA's right-of-first-refusal and to enter into a purchase and sale agreement for the Property at or below the Maximum Resale Price or provide the Owner with written notification of the CRA's intent to waive its right of first refusal.

(c) Should the CRA elect not to acquire the Property by exercising its right-of-first-refusal, the CRA shall assist the Owner in identifying an Eligible Household, who is ready, willing and able to purchase the Property at or below the Maximum Resale Price. The Owner shall fully cooperate with the CRA's efforts in assisting the Owner to locate an Eligible Household and, if requested by the CRA, the Owner shall hire a broker acceptable to the CRA to assist in locating an Eligible Household.

(d) Nothing in this Covenant constitutes a promise, commitment or guarantee by the CRA that upon resale the Owner shall actually receive the Maximum Resale Price for the Property or any other specific or pre-determined price for the Property.

(e) The holder of the first mortgage on the Property is not obligated to forbear from exercising the rights and remedies under its mortgage, at law or in equity, after delivery of the Notice of Sale.

5. **Delivery of Deed.** in connection with any conveyance pursuant to right-of-first-refusal to purchase as set forth in Section 4 above, the Property shall be conveyed by the Owner to the Eligible Household by a valid and sufficient deed conveying a good and clear record and marketable title to the Property free from any and all encumbrances except: (i) such taxes for the then current year as are not due and payable on the date of delivery of the deed, (ii) any lien for municipal betterments assessed after the date of the Notice of Sale, (iii) provisions of local building and zoning laws, (iv) all easements, restrictions, covenants and agreements or record specified in the deed from the Owner to the Eligible Household and (v) such additional easements, restrictions, covenants and agreements of record, including, but not limited to, this Covenant. The deed shall specifically provide that the Property is subject to this Covenant and shall reference the Official Record Book and Page number of this recorded Covenant. Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the CRA or the enforceability of the restrictions herein.

6. **Resale and Transfer Restrictions:**

(a) Except as otherwise provided herein, the Property or any interest therein shall not at any time be sold, transferred or conveyed by the Owner, or the Owner's successors, and no attempted sale, conveyance or transfer shall be valid, unless: (i) the Owner has delivered its Notice of Sale to the CRA; (ii) the aggregate value of all consideration and payments of every kind given or paid by the Eligible Household of the Property for, and in connection with the transfer of such Property, is equal to or less than the Maximum Resale Price for the Property; (iii) unless a certificate (the "Compliance Certificate") is obtained and recorded, signed and acknowledged by the CRA, which Compliance Certificate refers to the Property, the Owner, the Eligible Household thereof and (iv) the Maximum Resale Price therefor, and states that the proposed conveyance, sale or transfer of the Property to the subsequent purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Covenant.

(b) The Owner and any good faith purchaser of the Property, any lender or other party taking a security interest in such Property and any other third party may rely upon a Compliance Certificate as conclusive evidence that the proposed conveyance, sale or transfer of the Property to the Eligible Household is in compliance with the rights, restrictions, covenants and agreements contained in this Covenant, and may record such Compliance Certificate In connection with the conveyance of the Property.

(c) Within ten (10) days of the closing of the conveyance of the Property from the Owner to an Eligible Household, the Owner shall deliver to the CRA a copy of the deed to the Property, a copy of the Declaration of Restriction signed by the Eligible Household, together with the recording information. Failure of the Owner, or the Owner's successors to comply with the preceding sentence shall not affect the validity of such conveyance or the enforceability of the restrictions herein.

7. **Discrimination.** The Owner shall not discriminate against any person in the exercise of its obligations under this Covenant and all such actions shall be taken without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, disability, political affiliation, or source of income, any other factor which cannot be lawfully used.

8. **Survival of Restriction Upon Exercise of Remedies by Mortgagees.**

(a) The holder of record of any mortgage on the Property (each, a "Mortgagee") shall notify the CRA and any senior mortgagee(s) in the event of any default for which the Mortgagee intends to commence foreclosure proceedings or similar remedial action pursuant to its mortgage (the "Foreclosure Notice"), which notice shall be sent to the CRA, as set forth in this Covenant. Such notice shall be sent to the CRA by either mailing it certified or registered mail, postage pre-paid, or by a nationally recognized courier service (such as FedEx or DHL), to the following address: Executive Director, Dania Beach Community Redevelopment Agency or successor department, 100 West Dania Beach Boulevard, Dania Beach, FL 33004, with a copy to the CRA Attorney's Office and, if applicable, to the senior Mortgagee(s) as set forth in such senior Mortgagee's mortgage, not less than one hundred twenty (120) days prior to the institution of any foreclosure action or before the acceptance of a deed in lieu of foreclosure. In addition, the Owner expressly agrees to immediately deliver to the CRA any type of Foreclosure Notice and/or documents relating to the institution of any foreclosure proceeding and/or any other

communications and disclosures made by any Mortgagee regarding the Property pursuant to this Covenant.

(b) The Owner grants to the CRA the right and option to purchase the Property upon receipt by the CRA of any Foreclosure Notice, in the event that the CRA intends to exercise its option, the CRA or its designee shall acquire the Property within one hundred twenty (120) days of receipt of such foreclosure notice, at a price equal to the greater of (i) the sum of the outstanding principal balance of the note secured by such foreclosing Mortgagee's mortgage, together with the outstanding principal balance(s) of any note(s) secured by mortgages senior in priority to such mortgage (but in no event shall the aggregate amount thereof be greater than one hundred (100%) percent of the Maximum Resale Price calculated at the time of the granting of the mortgage) plus all future advances, accrued interest and all reasonable costs and expenses which the foreclosing Mortgagee and any senior Mortgagee(s) are entitled to recover pursuant to the terms of such mortgages (the "Mortgage Satisfaction Amount") and (ii) the Maximum Resale Price (which for this purpose may be less than the purchase price paid for the Property by the Owner) (the greater of (i) and (ii) above herein referred to as the "Applicable Foreclosure Price"). The Property shall be sold and conveyed in its then-current "As Is, Where Is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, building code violations, public assessments, any and all unpaid federal or state or local taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over such foreclosing Mortgagee's mortgage, and further subject to a declaration of restrictions identical in form and substance to this Covenant which the Owner hereby agrees to execute, to secure execution by the CRA or its designee, and to record with the deed, except that (i) during the term of ownership of the Property by the CRA or its designee the owner-occupancy requirements of Section 2 hereof shall not apply (unless the designee is an Eligible Household), and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by the CRA or its designee, but not greater than the Applicable Foreclosure Price. Said deed shall clearly state that it is made subject to this Covenant and shall reference the Official Record Book and Page number of this recorded Covenant. Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the CRA or its designee or the enforceability of the restrictions herein.

(c) Not earlier than one hundred twenty (120) days following the delivery of the Foreclosure Notice to the CRA and any senior Mortgagees) pursuant to subsection (a) above, the foreclosing Mortgagee may conduct the foreclosure sale or accept a deed in lieu of foreclosure. The Property shall be sold and conveyed in its then-current "As Is", "Where Is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state or local taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over the foreclosing Mortgagee's mortgage, and further subject to a Restriction, as set forth above.

(d) In the event that the foreclosing Mortgagee conducts a foreclosure sale or other proceeding enforcing its rights under its mortgage and the Property is sold for a price in excess

of the greater of the Maximum Resale Price and the Mortgage Satisfaction Amount, such excess shall be paid to the CRA for deposit in accordance with "The Program" guidelines after (i) a final judicial determination, or (ii) a written agreement of all parties who, as of such date hold (or have been duly authorized to act for other parties who hold) a record interest in the Property, that the CRA is entitled to such excess. The legal costs of obtaining any such judicial determination or agreement shall be deducted from the excess prior to payment to the CRA. To the extent that the Owner possesses any interest in any amount which would otherwise be payable to the CRA under this paragraph, to the fullest extent permissible by law, the Owner hereby assigns its interest in such amount to the Mortgagee for payment to the CRA.

(e) If any Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, then the rights and restrictions contained herein shall apply to such Mortgagee upon such acquisition of the Property and to any purchaser of the Property from such Mortgagee, and the Property shall be conveyed subject to this Covenant, except that (i) during the term of ownership of the Property by such Mortgagee the owner-occupancy requirements of Section 2 hereof shall not apply and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such Mortgagee at the foreclosure sale, but not greater than the Applicable Foreclosure Price. Said deed shall clearly state that it is made subject to this Covenant and shall reference the Official Record Book and Page number of the recorded covenant. Failure to comply with the preceding sentence shall not affect the validity of the conveyance to the Mortgagee or the enforceability of the restrictions herein.

(f) If any party other than a Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, the Property shall be conveyed subject to this Covenant except that (i) if the purchaser at such foreclosure sale or assignee of a deed in lieu of foreclosure is not an Eligible Household, then during the term of ownership of the Property by such purchaser, the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such third-party purchaser at the foreclosure sale, but not greater than the Applicable Foreclosure Price. Said deed shall clearly state that it is made subject to this Covenant and shall reference the Official Record Book and Page number of this recorded Covenant. Failure to comply with the preceding sentence shall not affect the validity of the conveyance to such third-party purchaser or the enforceability of the restrictions herein.

(g) Upon satisfaction of the requirements contained in this Section 8, the CRA shall issue a Compliance Certificate to the foreclosing Mortgagee which, upon recording in the public records of Broward County, may be relied upon as provided in Section 6(b) hereof as conclusive evidence that the conveyance of the Property pursuant to this Section 8 is in compliance with the rights, restrictions, covenants and agreements contained in this Covenant.

(h) The Owner understands and agrees that nothing in this Covenant constitutes a promise or guarantee by the CRA that the Mortgagee shall actually receive the Maximum Resale Price for the Property or any other price for the Property.

(i) If a Foreclosure Notice is delivered after the delivery of a Conveyance Notice as provided In Section 4(a) hereof, the procedures set forth in this Section 8 shall supersede the provisions of Section 4 hereof.

9. The CRA is the beneficiary of this Covenant, and as such, the CRA may enforce these restrictions, conditions and/or restrictive covenants by action at law or in equity, including without limitation, a decree of specific performance or mandatory or prohibitory injunction.

10. If any covenant, restriction, condition or provision contained in this document is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, restriction, condition or provision herein contained, all of which shall remain in full force and effect. This Covenant shall be construed in accordance with the laws of the State of Florida and venue for the enforcement hereof shall be in Broward County, Florida.

11. This Covenant shall survive any proceedings in foreclosure, bankruptcy, probate or any other proceedings at law or in equity.

12. It shall be at the sole discretion of the CRA, through its Board of Commissioners (the "Board"), to amend or terminate any portion of this Covenant through the adoption of a Resolution. Any such amendment or termination shall be by a majority vote of the Board.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, this Covenant has been executed by the Owner hereto on the day and year first above-written.

Witness:

Owner:

Print Name

Witness:

Owner:

Print Name

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, a _____, who [] is personally known to me or produced _____ as identification.

Notary Public

My commission expires:

Print Name: _____

Ad Number:

6040047-1

Client Name:

Insertion Number:

Advertiser:

City of Dania Beach- City Clerk's O...

Size:

2 x 3.05

Section/Page/Zone:

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Description:

Dania Beach Disposition Notice 12.1

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Legal Notices

SunSentinel.com/Classified

Miscellaneous

UNITED STATES DISTRICT COURT
FOR THE
DISTRICT OF VIRGIN ISLANDS
FLAGSTAR BANK, FSB
PLAINTIFF(S)
V.
DENISE WALCOTT, DEAN C. WALCOTT,
JR., WIFE AND HUSBAND, AND SEC-
RETARY OF HOUSING AND URBAN
DEVELOPMENT
DEFENDANT(S)
CIVIL ACTION NO. 1:18-CV-37
SUMMONS TO A CIVIL ACTION
TO:
DEAN C. WALCOTT, JR.
3871 JACKSON BLVD.
FORT LAUDERDALE, FL 33312-3423

A lawsuit has been filed against you. Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:
A.J. Stone, III, Esq.
BOLNAGI PC
Merchants Financial Center
4608 Tutu Park Mall, Suite 202
St. Thomas, VI. 00802-1816
If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint.
You also must file your answer or motion with the court.
GLENN LAKE, ESQUIRE
CLERK OF COURT
Date: 8-21-18
Kim Bonelli
Signature of Clerk or Deputy Clerk
5994023 11/28, 12/5, 12/12, 12/19/2018

NOTICE OF SALE
Household Goods, Furniture, Personal, Items, Tools, Business Equipment, and Miscellaneous Items in the following units will be sold by sealed bid at 1:00 AM on Friday, December 28, 2018 at FLORANADA WAREHOUSE AND STORAGE, INC., 1100 NE 45th St. Oakland Park Fl 33334. Vehicles in units will be sold for parts only.
84 CARLOS SALLES
110 JOHN SARVIS
182 JEFFERY WILSON
331 CRAIG OUTLAU BENIDICT
511 GREGG GAIZE
361A JOHN HULSEN
F05K SAM DEAN
W054 ERIC BURSHTEIN
2021 NEAL WAKKER
12/12/2018, 12/19/2018

NOTICE OF ACTION
PALM BEACH COUNTY
BEFORE THE BOARD OF PHARMACY
IN RE: THE LICENSURE TO PRACTICE
PHARMACY
NEW HOPE TREATMENT CENTER
2930 OKEECHOBEE BLVD.
WEST PALM BEACH, FL 33409
CASE NO.: 2018-00963
LICENSE NO.: PH30010
The Department of Health has filed an Administrative Complaint against you, a copy of which may be obtained by contacting, Christopher A. Jurich, Assistant General Counsel, Prosecution Services Unit, 4052 Bald Cypress Way, Bin #C65, Tallahassee Florida 32399-3265, (850) 558-9861.
If no contact has been made by you concerning the above by January 9, 2019 the matter of the Administrative Complaint will be presented at an ensuing meeting of the Board of Pharmacy in an informal proceeding.
In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the individual or agency sending this notice not later than seven days prior to the proceeding at the address given on the notice. Telephone: (850) 245-4640, 1-800-955-8771 (TDD) or 1-800-955-8770 (V), via Florida Relay Service.
6000428 11/28, 12/5, 12/12, 12/19/2018

IN THE CIRCUIT COURT OF THE 17TH
JUDICIAL CIRCUIT IN AND FOR
BROWARD COUNTY, FLORIDA

CIVIL DIVISION
CASE NO.: CA06 18-006470 DIV 2
OCEAN HARBOR CASUALTY
INSURANCE COMPANY, AND
PEARL HOLDING GROUP, INC.,
Plaintiffs,
v.
MICHAEL A. RICKS, APRIL A. RICKS,
and SILAS E. WILSON,
Defendants.

NOTICE OF ACTION – CONSTRUCTIVE
SERVICE

To: SILAS E. WILSON, whose last known address is 523 Blackstone Village, Meriden, CT 06450 and whose present address is unknown.

YOU ARE NOTIFIED that an action for Declaratory Judgment has been filed against you to have the Ocean Harbor Casualty Insurance Company policy of insurance that was issued to MICHAEL A. RICKS and APRIL A. RICKS, and was in effect on January 30, 2016, declared null and void for material misrepresentation, and that you are further notified that you are required to serve a copy of your written defenses, if any, to Robert E. O'Connell, Esq., the plaintiff's attorney, whose address is Post Office Box #5084, Deerfield Beach, FL 33442, whose telephone number is (561) 999-3250, on or before January 24, 2019 and file the original with the Clerk of the Court.
If you fail to do so, a default will be entered against you for the relief demanded in the Complaint.
This notice shall be published once a week for four consecutive weeks in the Sun Sentinel.

DATED On December 10, 2018.

BRENDA D. FORMAN,
AS CLERK OF THE COURT,
Deputy Clerk
12/19/18, 12/26/18, 1/2/19, 1/9/19

NOTICE TO PATIENTS OF JAMES T. YANG, D.D.S., P.A.
OF DEATH OF JAMES T. YANG, D.D.S.
The Estate of JAMES T. YANG, D.D.S., P.A., which is an orthodontic dental practice located at 10189 Cleary Boulevard, #201/202, Plantation, FL 33324, of JAMES T. YANG YANG's death on August 2, 2018. PATIENTS MAY OBTAIN COPIES OF THEIR DENTAL RECORDS, which records shall be maintained and made available to them for a period of four (4) years from the date of first publication of this Notice, by contacting Lawrence Kawa, DDS, 20423 State Road 7, Suite F18, Boca Raton, FL 33498 Telephone - (561) 852-7070
12/17, 12/24, 12/31, 01/07/19

DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY
PUBLIC NOTICE OF DISPOSITION

The Dania Beach Community Redevelopment Agency proposes to dispose of certain real property consisting of six platted lots for the purposes of redevelopment or rehabilitation in the community development area described as: West Dania Beach Blvd (south), NW 6th Avenue (east), NW 14th Court (west) and NW 22nd Street (north).

The specific parcels are:

(1) 47 NW 14th Avenue (Folio #: 5042-33-01-0060)
(2) 19 NW 14th Avenue (Folio #: 5042-33-01-0110)
(3) 1361 W. Dania Beach Blvd. (Folio #: 5042-33-01-0130)
(4) 40 NW 14th Avenue (Folio #: 5042-33-01-0170)
(5) 149 NW 6th Avenue (Folio #: 5042-34-01-0720)
(6) 135 NW 6th Avenue (Folio #: 5042-34-01-0760)

Pursuant to Section 163.380(3)(a) Florida Statutes, all private developers or any persons interested in undertaking the redevelopment of the community redevelopment area or any part thereof, as herein described, are invited to submit proposals to and request further information from the City of Dania Beach Community Redevelopment Agency, Attention: Rickelle Williams, Executive Director, within thirty (30) days of the date of the publication of this Notice. All such proposals shall be considered, together with the financial and legal ability of the person(s) making such proposals, carry out such redevelopment, provided, however, the Agency reserves the right to negotiate with any such persons for proposals for purchase or other transfer of such real property. The Agency may accept such proposal as it deems to be in the public interest and in furtherance of the purposes of its redevelopment Plan.

Further information as is available may be obtained at the offices of the Dania Beach Community Redevelopment Agency, 100 W. Dania Beach Boulevard, Dania Beach, FL 33004.
12/19/2018

Legal Notices

SunSentinel.com/Classified

Miscellaneous

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL
PROTECTION

NOTICE OF INTENT
The Department of Environmental Protection hereby provides Notice of Intent to issue a permit for the proposed project, subject to the conditions specified in the Draft Permit and summarized below. The applicant, City of Deerfield Beach, Mr. Thomas Good, Director Environmental Services, 2900 Goolisley Boulevard, Deerfield Beach, Florida 33442 applied on July 30, 2018 for a permit to operate a Class I injection well. The project is located at Deerfield Beach West Water Treatment Plant (WTP), 290 Goolisley Boulevard, Deerfield Beach, Florida 33442, in Broward County, (File No. 0128648-006-UO/11, WACS ID No. 94245).
The facility will operate one non-hazardous Class I injection well (IW-1) and associated monitoring well (DZMW-1) for the disposal of nonhazardous reject, membrane skid pre-flush, and reverse osmosis concentrate wastewater from the West Water Treatment Plant. Upper Florida aquifer and surficial aquifer purge and development water may also be discharged into IW-1. The maximum injection rate for IW-1 shall be 1,430 gallons per minute (GPM) and the maximum injection volume for IW-1 shall be 2.06 million gallons per day (MGD). The maximum injection volume may be increased up to 10.19 MGD subject to a re-rating test. The injection well is constructed with an 18-inch diameter casing set to 3,020 feet below land surface (bbs), a 11.75-inch tubing set to 3,018 feet bbs, and total depth of 3,285 feet bbs. The dual-zone monitor well DZMW-1 is completed in the Florida aquifer from 1,710 to 1,770 feet bbs and 2,155 to 2,220 feet bbs.
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d/b/a

AFFORDABLE HOUSING DEVELOPMENT SOLUTIONS



Building our community one home owner at a time

Interest in undertaking the redevelopment/ rehabilitation with Dania Beach community redevelopment area, as described:

- | | |
|-------------------------------|----------------------------|
| (1) 47 NW 14th Avenue | (Folio #: 5042-33-01-0060) |
| (2) 19 NW 14th Avenue | (Folio #: 5042-33-01-0110) |
| (3) 1361 W. Dania Beach Blvd. | (Folio #: 5042-33-01-0130) |
| (4) 40 NW 14th Avenue | (Folio #: 5042-33-01-0190) |
| (5) 149 NW 6th Avenue | (Folio #: 5042-34-01-0720) |
| (6) 135 NW 6th Avenue | (Folio #: 5042-34-01-0760) |

Submitted to:

City of Dania Beach Community Redevelopment Agency
Attention: Rickelle Williams, Executive Director

Submitted by:

MDAHFI d/b/a Affordable Housing Development Solutions
Audrey Robertson, Executive Director

7855 NW 12th Street, Unit 102, Miami, Florida 33126 Tel: 305-371-9330 Fax 305-371-9339

Mission

The Miami-Dade Affordable Housing Foundation, Inc. is a 501(c) (3) corporation now d/b/a/ Affordable Housing Development Solutions, was established by the Housing Finance Authority of Miami-Dade County in January 1999 “to increase the ability of low and moderate income families in attaining home ownership by providing affordable mortgage financing and other related services supporting economic and community development”

The Foundation has earned the United States Treasury Department’s certification as a Community Development Financial Institution (CDFI) and a Community Development Entity (CDE). These programs serve to develop, support, finance and encourage community solutions to fill lending voids in underserved communities. The Foundation is also a Community Housing Development Organization (CHDO)

Vision

The Foundation believes that all people should be able to live in safe, quality, affordable housing and recognizes its responsibility to transform lives by helping people to live the life they love in a place they call home

Ongoing Works

The Foundation utilizes creative approaches to offer services in the areas of resources for affordable housing, housing services, and special mortgage financing in the form of below-market rate mortgages for low and moderate income families.

Partnership

The Foundation works in partnership with likeminded organizations to foster economic and community development and stabilization of neighborhoods in need of quality housing. For the Dania Beach project on the subject 6 homes, MDAHFI d/b/a Affordable Housing Development Solutions has partnered with **DeCota Construction** to accomplish the Community Redevelopment Agency's vision.

DeCota Construction has a long sustainable history of construction and community service in the City of Dania Beach. (Attachment A)

Construction/Rehabilitation

To date 56 homes have been constructed and rehabilitated returning them to the property tax rolls, generating mortgage lending, stabilizing neighborhoods and providing quality homeownership for families (mostly below 80% of the area median income). The Foundation actually began housing development in earnest during the past seven years.

- 5 Green "LEED" homes in South Miami
- 32 Single Family homes in North Miami
- 10 Single Family homes in Miami Gardens
- 9 Single Family homes rehabilitation in North Miami
and Miami Gardens

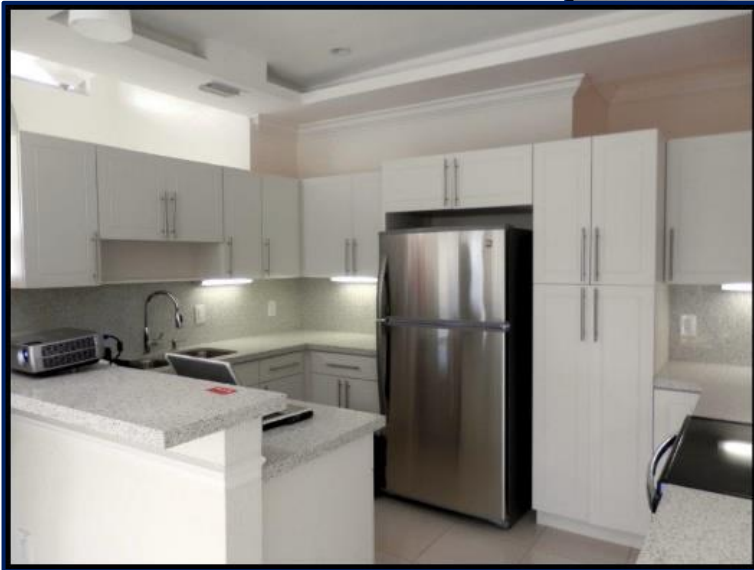




EXAMPLES OF FABRICATIONS AND FEATURES







Affordable Housing Development Solutions

BUDGET

	\$	House 1	House 2	House 3	House 4	House 5	House 6
Construction Funds Available							
	1,500,000.00						
Funds Need for Construction	1,026,000.00	160,000.00	160,000.00	160,000.00	182,000.00	182,000.00	182,000.00
Construction Cost							
Hard & Soft cost - 6 houses							
House #1	(160,000.00)						
House #2	(160,000.00)						
House #3	(160,000.00)						
House #4	(182,000.00)						
House #5	(182,000.00)						
House #6	(182,000.00)						
	(1,026,000.00)	(160,000.00)	(160,000.00)	(160,000.00)	(182,000.00)	(182,000.00)	(182,000.00)
Sales Price							
House #1	190,000.00						
House #2	190,000.00						
House #3	190,000.00						
House #4	212,000.00						
House #5	212,000.00						
House #6	212,000.00						
	1,206,000.00	190,000.00	190,000.00	190,000.00	212,000.00	212,000.00	212,000.00
Net income after sale	180,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00
City of Dania Beach - Proceeds from sale	(120,000.00)	(20,000.00)	(20,000.00)	(20,000.00)	(20,000.00)	(20,000.00)	(20,000.00)
Net Income AHDS Developer's Fees	60,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00

Attachment

A

DECOTA

CONSTRUCTION

Office: 954.923.6004
Toll Free: 1.855.923.6004
Fax: 954.923.6005
Email: office@decotagroup.com

Licensed & Insured
CGC 1516657
1502 South Federal Hwy Dania Beach, FL 33004
www.DECOTAGROUP.com

Decota Construction has built many homes in Dania and the surrounding communities. From Single Family Homes, Duplex and even an 8000 sq ft Nursing School in Boca Raton. Here are some recent homes that we have done.

Single Family Home
Owner: GMAX FL LLC
Gonzalo Gomez
Phone: 305-834-9189
312 Phippen road
Dania Beach, FL 33004

Single Family Home
Owner: GMAX FL LLC
Gonzalo Gomez
Phone: 305-834-9189
719 SW 3rd Street
Dania Beach, FL 33004

Single Family Home
Owner: Todd Vickstrom
Phone: 860-575-6250
207 SW 11th Street
Dania, Florida 33004

Single Family Home
Decota project
4440 S.W. 57th Ave
Davie Florida

Single Family Home
Decota project
4450 S.W. 57th Ave
Davie Florida

If you would like any further information or I can help you in any way please feel free to call.

Sincerely,
Joe Jafaramadar
President
Decota Construction
Office: 954-923-6004
Cell: 954-608-6677

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01/11/19

Accrual Basis

Miami Dade Affordable Housing Foundation Inc.

Summary Balance Sheet

As of January 11, 2019

	Jan 11, 19
ASSETS	
Current Assets	
Checking/Savings	2,924,451.43
Accounts Receivable	417,993.19
Other Current Assets	4,724.44
Total Current Assets	3,347,169.06
Other Assets	249,477.35
TOTAL ASSETS	3,596,646.41
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	10.00
Other Current Liabilities	287,050.13
Total Current Liabilities	287,060.13
Long Term Liabilities	12,151.41
Total Liabilities	299,211.54
Equity	3,297,434.87
TOTAL LIABILITIES & EQUITY	3,596,646.41

Miami Dade Affordable Housing Foundation Inc.

01/11/19

Profit & Loss

Accrual Basis

April 2018 through March 2019

	Apr '18 - Mar 19
Ordinary Income/Expense	
Income	
48500 · Rent-to-Own Rental Income	7,965.00
44800 · Indirect Public Support	
44830 · Housing Finance Authority	37,992.75
Total 44800 · Indirect Public Support	37,992.75
45000 · Investments	
45040 · Dividend Income	28.84
45050 · Interest Income	146.79
45065 · Unrealized Invest. Gains/Losses	14,437.86
Total 45000 · Investments	14,613.49
46400 · Other Types of Income	
46430 · Miscellaneous Revenue	37.16
Total 46400 · Other Types of Income	37.16
47200 · Program Income	
47275 · Palmetto Homes Payments	4,800.00
47278 · Temple Court Apartments	110,000.00
Total 47200 · Program Income	114,800.00
48000 · Mortgage Income	
48010 · Anti-predatory Interest Income	1,312.76
48020 · Homebuyers Interest Income	1,935.92
Total 48000 · Mortgage Income	3,248.68
Total Income	178,657.08
Gross Profit	178,657.08
Expense	
60000 · Business Expenses	
60100 · Business Registration Fees	
60110 · Dues, Lic. and Cert. Expense	32.95
Total 60100 · Business Registration Fees	32.95
Total 60000 · Business Expenses	32.95
62000 · Contract Services	
62201 · Paychex	281.74
62100 · Accounting Fees	14,471.63
62200 · ADP Fees	1,989.17
62300 · Court Reporters Fee	400.00
62400 · Legal Fees	8,889.90
62500 · Outside Temp. Services	164.00
Total 62000 · Contract Services	26,196.44
63000 · Facilities and Equipment	
63300 · Equip Rental and Maintenance	1,421.70
63500 · Rent, Parking, Utilities	
63540 · Rent Expense	16,583.69
Total 63500 · Rent, Parking, Utilities	16,583.69
Total 63000 · Facilities and Equipment	18,005.39
64000 · Operations	
64200 · Postage, Mailing Service	
64220 · Postage and Shipping Exp.	196.52
Total 64200 · Postage, Mailing Service	196.52

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Miami Dade Affordable Housing Foundation Inc.

01/11/19

Profit & Loss

Accrual Basis

April 2018 through March 2019

	Apr '18 - Mar 19
64400 · Supplies	
64420 · Office Expense/Supplies	526.37
64430 · Office Exp Water	212.70
Total 64400 · Supplies	739.07
64500 · Telephone, Telecommunications	
64520 · Telephone Expense	543.78
64500 · Telephone, Telecommunications - Other	2,250.30
Total 64500 · Telephone, Telecommunications	2,794.08
Total 64000 · Operations	3,729.67
65000 · Other Types of Expenses	
65100 · Insurance	
65120 · Ins. - Directors' Liability	4,478.00
65130 · Ins. - Health	12,810.92
65140 · Ins. - Life & Dental	502.88
Total 65100 · Insurance	17,791.80
Total 65000 · Other Types of Expenses	17,791.80
65200 · Other Costs	
65220 · Bank Charges	181.99
65240 · Computer Consulting Services	1,790.64
65270 · Miscellaneous	131.27
65280 · Interest Expense	30.19
Total 65200 · Other Costs	2,134.09
66000 · Payroll Expenses	
66201 · Salary Expenses MCB Projects	61,517.39
66100 · Payroll Taxes	6,772.76
66200 · Salary Expenses	26,408.26
Total 66000 · Payroll Expenses	94,698.41
67000 · Travel and Meetings	
67100 · Seminars & Training	6,636.03
67200 · Mileage	1,700.00
Total 67000 · Travel and Meetings	8,336.03
Total Expense	170,924.78
Net Ordinary Income	7,732.30
Net Income	7,732.30