

AGENDA
COMMUNITY REDEVELOPMENT AGENCY
REGULAR MEETING
MONDAY, OCTOBER 7, 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. Administrative Report Memo

4. PRESENTATIONS

- 1. City of Dania Beach Staff Awards to Melissa Nicasio and Janice Saunders;
Atrium Gallery Volunteer Award to Henriette Kitte Arnold; and
Art in the Hall Volunteer Awards Linda Wilson and Sandy Goldberg

5. CONSENT AGENDA

- 1. Minutes:
 - Approve Minutes of August 27, 2019 CRA Board Meeting
 - Approve Minutes of September 10, 2019 CRA Board Meeting
 - Approve Minutes of September 12, 2019 CRA Board Special Meeting

2. Travel Requests:

Request from Rickelle Williams, CRA Director, to attend the Florida Redevelopment Association (FRA) Annual Conference and Certification Training in Tampa, Florida on October 14-18, 2019 (Estimated cost \$1,546.63)

3. RESOLUTION NO. 2019-CRA-022

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CRA OFFICIALS TO EXECUTE AN AGREEMENT WITH WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L., TO CONTINUE TO PROVIDE LEGAL SERVICES AS SPECIAL COUNSEL TO THE CRA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

4. RESOLUTION NO. 2019-CRA-023

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CRA OFFICIALS TO EXECUTE AN AGREEMENT WITH SAUL EWING ARNSTEIN & LEHR LLP TO CONTINUE TO PROVIDE LEGAL SERVICES AS SPECIAL COUNSEL TO THE CRA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

5. RESOLUTION NO. 2019-CRA-024

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA, RECOMMENDING PROJECT MAGIC BE APPROVED FOR A DIRECT CASH/JOB CREATION INCENTIVE GRANT AS A MATCH FOR THE BROWARD COUNTY DIRECT CASH/JOB CREATION INCENTIVE PROGRAM PURSUANT TO SECTION 9½-52, BROWARD COUNTY CODE OF ORDINANCES; PROVIDING FOR A COMMITMENT TO APPROPRIATE THE TOTAL SUM OF TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$225,000.00) FOR A DIRECT CASH/JOB CREATION INCENTIVE GRANT FOR FISCAL YEARS 2022 THROUGH 2030; PROVIDING FOR CONFLICTS; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

6. PROPOSALS AND BIDS

7. DISCUSSION AND POSSIBLE ACTION

1. Executive Director Maternity Leave - Acting Executive Director Appointment

2. Winterfest Boat Parade Follow-up

8. BOARD MEMBER COMMENTS

9. INFORMATION ITEMS

10. ADJOURNMENT

To: Chair, Vice Chair and Board of Directors
From: Rickelle Williams, Executive Director
Date: October 7, 2019
Re: **Administrative Report**

1. Contracts Policy Update

The CRA Board adopted a Contracts Policy at the July 30, 2019 CRA Board meeting via Resolution No. 2019-CRA-014. The effective date for the Contracts Policy was October 1, 2019. Per the Policy, the “designated procurement personnel will ensure the CRA Contracts List is maintained” and “the CRA Contracts List will be sent monthly to the CRA Board, CRA Executive Director and Administrative staff who are involved in purchasing and contracts.” As such, please see attached CRA Contracts List.

2. Broward County Broward Redevelopment Program (BRP) Grant– Trion

The CRA applied for a BRP grant for public improvements supporting the Trion 300-unit mixed-use development slated for the corner of East Dania Beach Boulevard and Federal Highway. On March 5, 2019, the CRA was awarded the grant in the amount of \$1,000,000.00. On September 10, 2019, CRA staff met with Broward County and Merrimac Ventures, the developer of the Trion, to discuss the next steps leading to an Interlocal Agreement with Broward County. Please note that no other grant awardee has executed an Interlocal Agreement with Broward County at this point. The Interlocal Agreement must be executed within one year of the grant award, which was March 5, 2019. The CRA provided Broward County with the required site plan documents that detail the public improvements and facilities (public park and fountain) that will be part of the project. The site plan must demonstrate that there will be site control. Merrimac Ventures also indicated that they plan to submit a text amendment to the City of Dania Beach based on minor alterations to the unit mix of the development. The estimated timeline for the Interlocal Agreement to be executed is December 2019. The first draw of grant funds will be provided to the CRA with submission of all permit documents and developer agreements to Broward County. This is estimated to take place in July 2020. Dev Motwani of Merrimac Ventures is scheduled to attend the November 12, 2019 CRA Board meeting to provide an update on the project.

3. Broward County Redevelopment Capital Program –Loan to Grant Conversion: Parking Garage

On September 17, 2019, the CRA received a second partial loan-to-grant conversion from Broward County for the majority of the outstanding portion of the loan related to construction of the parking garage. The loan balance prior to the most recent conversion request was \$2,590,909. The attached letter indicates that Broward County is forgiving \$1,969,033, leaving the remaining loan balance to be converted at \$621,876. The CRA will apply for another loan-to-grant conversion after completion of the Tru Hilton and some other smaller projects within the original CRA boundary.

Following an eight-year no-interest grace period, as of October 1, 2018, the CRA began to accrue interest on the existing loan and as such was required to make an interest payment of \$84,107 by September 30,

2019. In addition, per the loan agreement, the CRA was also required to make a prorated payment of \$42,204 for principal and interest accrued from September 18, 2019 through September 30, 2019 on the new loan balance of \$621,876. The CRA budgeted for the possibility of these payments in FY2019 (Debt Service) and has submitted both payments for a total of \$126,311. A new loan agreement for the \$621,876 will be drafted by Broward County and submitted to the CRA Board for execution.

4. Community Development Block Grant (CDBG) 45th Program Year Application- Wayfinding Signage

The award for 45th Year CDBG funding is \$172,549 for installation of Wayfinding Signs. The 2019-2020 Program Year began on October 1, 2019 and ends on September 30, 2020. The CRA has submitted all required exhibits for the Agreement with Broward County. Broward County submitted the application and exhibits to the Department of Housing and Urban Development (HUD) in September 2019. Broward County is waiting on approval from HUD to move forward with the Agreement.

5. City Center Project

CRA staff and designees have participated in two (2) meetings with City staff and designees to discuss strategies for the City Center Project negotiation process. Meetings have been productive and efficient. More information and details will follow as it becomes available and as pertinent meetings are scheduled.

6. 115th Birthday Celebration at Dania After Dark

At the September 30, 2019 CRA Board workshop, the CRA Board, determined that the CRA should move forward with planning to celebrate the 115th Birthday of the City of Dania Beach at Dania After Dark. The event will take place on Saturday, November 9, 2019. With the new, decreased funding allocation of \$7,380.00 and the slight decrease in time to plan for this occasion, the CRA has modified previous plans. The CRA plans to maintain the existing hours of the event (5:00 PM to 10:00 PM) to save on costs. The CRA will also invite local bands like Whipping Post and/or Pitt Bull of Blues.

7. Pride events revisited: Tropical Wave Ensemble City of Dania Beach – Tree Lighting Ceremony

Although the CRA Board removed Pride Events from the FY2020 Budget, the CRA had already begun to make arrangements to secure the Tropical Wave Ensemble of the Gay Men's Chorus of South Florida to perform at the Tree Lighting Ceremony. The Ceremony is scheduled for Thursday, November 21, 2019 and is being planned by the Parks and Recreation Department of the City of Dania Beach. The financial commitment of the CRA is approximately \$200.00. As the financial commitment is relatively low, CRA staff would still like to provide this aspect of musical entertainment for the Ceremony, if the CRA Board is in favor.

8. Super Bowl Event at Dania After Dark– Touchdown Dania Beach

The CRA is planning an enhanced event with larger stage, more music, youth/school performances, appearances, children's activities and giveaways. The CRA will be submitting a special events application to the City and requesting a permit for the event. The CRA will be marketing the event and this is scheduled to start soon in conjunction with our partners Dania Pointe, The Casino @ Dania Beach and the Chamber of Commerce.

On Friday, September 20, 2019, CRA staff met with the City Manager and Assistant City Manager to ascertain ways in which the City of Dania Beach is planning to celebrate the Super Bowl and how the City would like to participate in/contribute to the Dania After Dark event. The CRA was informed that the City is planning a number of related events through the Parks and Recreation Department. The City will also have Parks and Recreation stage, coordinate and staff some interactive sports activities at the Dania After Dark Super Bowl Event. This will be held on the greens between the parking garage and City Hall (site plan permitting). Parks and Recreation will also advise on the availability of cheerleaders to participate in the event. The City will explore the possibility of having the EMS and Fire inspections for the event be complimentary. City Hall will remain open for the entirety of the event and Art in the Hall from 4:00 pm to 10:00 pm and the restrooms in the lobby will be made available to the public attending the Super Bowl event. There will be an attendant from the City present to monitor the restrooms. The City may be able to assist with providing staff to work on sanitation at the event. The City will reach out to Bass Pro Shops and other sports-related companies for possible sponsorship and will coordinate sponsorship requests with the CRA. Follow-up meetings with the City will be scheduled to finalize plans.

9. Wrestling Entertainment at Arts and Seafood Celebration

At the September 30, 2019 CRA Board workshop, the CRA Board, determined that the CRA should move forward with planning to incorporate wrestling entertainment at the 2020 Arts and Seafood Celebration. The CRA Board decided to allocate \$8,000.00 to add this element. On October 2, 2019, CRA staff met with Standing Ovations, the event producer, and Gangrels Wrestling Asylum, to discuss placement options, logistics, programming, insurance, and the necessary equipment to stage this aspect of the event. The meeting was positive and we are moving forward with next steps which will include an Agreement with Gangrels Wrestling Asylum.

10. Economic Development Activity

- Between July 1, 2019 and September 30, 2019, sixty-two (62) new and existing businesses within the CRA were issued a Business Tax Receipt.
- CRA staff met with the President of National Barbers Association regarding opening a new barbershop within the City. Based on the future owner's business needs and the City's adopted Zoning Regulations, the CRA was able to find an ideal location on Federal Highway for the new barbershop. The customer is currently negotiating a lease agreement with the property owner for 1200 South Federal Highway.
- CRA staff is in contact with the owner of The Sweet Spot bakery, located in the City of Margate, regarding potential expansion to the City of Dania Beach. The bakery is a Food Network winner and Best Baker Recipient from the Sun Sentinel. The bakery is seeking financial assistance to facilitate the expansion. At this stage, the CRA is providing a listing of potential locations for the bakery.
- The CRA is in the process of compiling a list of all available commercial properties that are for lease, sale, or vacant for redevelopment opportunities. The list will be updated regularly and available on both the CRA's website and partially featured via social media.
- The CRA will be inviting hospitality industry businesses to meet regarding the upcoming Super Bowl and how these businesses can participate in the events being planned for Super Bowl weekend in Dania Beach.

11. At Home Dania Beach Program – Beautification Grants

We currently have five (5) slots left out of forty-five (45) for the first round of homes for the residential beautification grants. Rebuilding Together Broward County has been asked to continue to seek eligible homes in the Southeast Federal CRA neighborhood and so far, has found one (1) qualified applicant to fill one (1) of the five (5) remaining slots. Please see attached log for details on completed and upcoming homes. On October 25, 2019, four homes are tentatively scheduled to be painted in conjunction with Home Depot. Although painting of these homes will not constitute a formal or special event, the CRA Board is welcome to attend and participate. Rebuilding Together Broward County has not yet commenced the painting of the food market/corner store/car wash located at 501 Stirling Road, but plans to do so soon.

12. At Home Dania Beach Program – Housing Development

The CRA Board approved an amendment to the Development Agreement in June, which was executed in July. Special Warranty Deeds were prepared and recorded and the lots were conveyed on August 5th. Therefore, based on the Development Agreement, the developer has nine (9) months from August 5th to complete the project. Based on the Agreement, the Developer may complete the project as late as May 2020, however, that time period is expected to be much shorter. To date, the contractor has begun initial foundation work on three (3) of the lots. Foundation work on the remaining three (3) lots will commence the week of October 6th. Inspections for the foundation will be called for all lots by the end of October 2019.

13. Rebranding Initiative

- Entranceway Signage:
FDOT requested a document signed and sealed by an engineer specifying what the costs of repairs would be if the project was suspended. The CRA has provided this document to FDOT and is awaiting their approval. Once this is approved, a check in the amount of repairs must be sent to FDOT.
- Park Monument Signs:
Removal of old signs and installation of new signs will begin on October 28th in phases. The first phase will include nine (9) of the seventeen (17) signs.
- Neighborhood Signs:
Thirteen (13) of the sixteen (16) neighborhood signs have been approved through the permitting process. Three (3) signs were denied permits and applications are being prepared for resubmission.
- Public Relations:
A stakeholder survey has been prepared and was provided to the City Manager for review. Comments are pending. Plans will be made in coordination with the City Manager for an internal branding plan with a focus on employees.
- Marketing/Advertising:

The media schedule for advertising and marketing is ongoing. New features in the South Florida Business Journal and Gold Coast magazine will be shared once published. A new billboard is currently being featured on Stirling Road heading east toward Federal Highway. Mad4Marketing is continuing to provide social media content.

14. Art of Community Grant – Honor the Legacy Project

There have been some delays in the fabrication portion of this project. The CRA has extended the agreement with Kneebaby Arts/Gary Moore to allow for additional time to complete the fabrication and installation.

15. Signal Box Public Art Project

The permit application for the signal box on Federal Highway and 1st Street was submitted to FDOT and is pending approval. Expose Yourself, the same company completing the airport entranceway sign, is working on this project.

16. Upcoming Events:

- **Dania After Dark/Art in the Hall – 5:00 PM to 10:00 PM**
Saturday, October 12, 2019
Saturday, November 9, 2019 – 115th Birthday Celebration Theme
- **Florida Redevelopment Association Academy Course:** CRA/Redevelopment 101 – Tuesday, October 15, 2019 in Tampa, FL
- **Florida Redevelopment Association Annual Conference:** October 16-18, 2019 in Tampa, FL
- **Greater Fort Lauderdale Alliance Dinner:** Thursday, October 17, 2019.
- **PATCH 3rd Saturday's:** Fall Pumpkin Patch – Saturday, October 19, 2019 from 9:00 AM to 1:00 PM (see attached flyer)

Vendor Name	Title	Effective Date	Expiration Date	Days to Expiration	Term	Reso No.	Documents	Notes
Atlantic Studios	Dania After Dark Event Production & Management	10/1/2018	9/30/2019		1 year	2018-CRA-016	Agreement	Renewal approved on 8/27/2019 via Resolution 2019-CRA-016; Pending execution
Art N Soul	Creative Arts/Events Support	12/13/2018	9/30/2019		10 months	N/A	Agreement	Renewal pending
Jaime Castoro	USDA Grant	10/1/2018	9/30/2019		1 year	2018-CRA-005	Agreement	Renewal approved on 8/27/2019 via Resolution 2019-CRA-015; Pending execution
Nattaliah Earle	USDA Grant	10/1/2018	9/30/2019		1 year	2018-CRA-005	Agreement	Renewal approved on 8/27/2019 via Resolution 2019-CRA-015; Pending execution
Saul Ewing Arnstein & Lehr LLP	Legal Services	10/1/2018	9/30/2019		1 year	2019-CRA-008	Engagement L	Renewal submitted for CRA Board approval on 10/7/2019
Weiss Serota Helfman	Legal Services	10/1/2018	9/30/2019		1 year	2018-CRA-012	Agreement	Renewal submitted for CRA Board approval on 10/7/2019
Gary Moore d/b/a Kneebaby Arts	Artist Services	9/26/2018	11/30/2019	57	1 year	2018-CRA-011	Agreement	
Mad 4 Marketing	Advertising & Marketing Services for Rebranding	12/11/2018	11/30/2019	57	1 year	2018-175	Agreement (12/11/18 - 11/30/19)	
Quest Corporation of America	Public Relations Services for	12/21/2018	11/30/2019	57	1 year	2018-156	Agreement (12/21/18 -	
Rebuilding Together Broward County	Residential Revitalization Program	2/26/2019	11/30/2019	57	9 months	2019-CRA-001	Agreement	
Sharon L. Yeago LLC	Frederick DeLuca Foundation Grant	5/16/2019	1/2/2020	89	6 months	2018-CRA-024	Agreement	
Surg Consulting	Frederick DeLuca Foundation Grant	1/9/2019	1/2/2020	89	1 year	2018-CRA-024	Agreement	
RTMG	On Line Market Strategy to Promote DB CRA District	11/29/2018	10/30/2021	747	3 years	2018-CRA-018	Agreement	
Miami-Dade Affordable Housing Foundation d/b/a Affordable Housing	Construction of Affordable Homes	3/8/2019			Open	2019-CRA-003 2019-CRA-012	Agreement	
Advanced Multi Sign Corp	Signage Production and Replacement for Redbranding Efforts	12/11/2018			Open	2018-181	Agreement	
Don Bell Signs	Signage Production and Replacement for Redbranding Efforts	12/11/2018			Open	2018-181	Agreement	



Housing Finance and Community Redevelopment Division

110 Northeast 3rd Street, Suite 300 • Fort Lauderdale, Florida 33301 • 954-357-4900 • FAX 954-357-8221

September 17, 2019

Rickelle Williams
City of Dania Beach
Community Redevelopment Agency, Executive Director
100 W. Dania Beach Boulevard
Dania Beach, FL 33004

**RE: Loan Conversion Request: Redevelopment Capital Program ("RCP") – Loan-to-Grant conversion of
Loan: New Parking Garage/190 spaces - \$2,590,909.00**

Dear Ms. Williams:

Broward County (the "County") received your June 7, 2019 and subsequent July 16, 2019 letters and application (together, the "Request for Conversion") requesting a loan-to-grant conversion of the remaining RCP loan. This loan (the "Loan") was issued by the County to the City of Dania Beach ("Dania Beach") and the Dania Beach Community Redevelopment Agency (the "Dania Beach CRA").

As explained below, the County hereby approves a request for a partial loan conversion subject to the terms and conditions stated herein. The County will also apply the "surplus conversion dollars" of \$94,108.00 as identified in the previous loan conversion acceptance letter sent to Dania Beach and the Dania Beach CRA, dated March 9, 2018 to this loan balance.

The Loan, New Parking Garage/190 Spaces, was for the reimbursement of costs associated with construction of a portion (190 spaces) of a parking structure, in excess of the 250 spaces required for a Library and City Hall. As you are aware, the County, Dania Beach and the Dania Beach CRA entered into the Loan Agreement dated September 28, 2010, as amended by the First Amendment to Loan Agreement dated February 22, 2011, and the Second Amendment to Loan Agreement dated March 4, 2014, (collectively, the "Loan Agreement"), pursuant to which the County made a **\$2,590,909.00** Loan to Dania Beach and the Dania Beach CRA for the parking structure. Pursuant to the Second Amendment to Loan Agreement, principal and accrued interest payments are scheduled to begin on September 30, 2019.

The County has reviewed the materials submitted with the Request for Conversion to determine compliance with the requirements of the Interlocal Agreement dated April 20, 2004, by and among the County, Dania Beach, and the Dania Beach CRA, as amended by the First Amendment to Dania Beach Interlocal Agreement dated February 21, 2006, the Second Amendment to Dania Beach Interlocal Agreement dated March 19, 2009, the Third Amendment to Dania Beach Interlocal Agreement dated March 24, 2009, the Fourth Amendment to Dania Beach Interlocal Agreement dated September 28, 2010, the Fifth Amendment to Dania Beach Interlocal Agreement dated February 22, 2011, the Sixth Amendment to Dania Beach Interlocal Agreement also dated February 22, 2011, and the Seventh Amendment to Dania Beach Interlocal Agreement dated March 1, 2011 (collectively, the "Interlocal Agreement"), and has determined that Dania Beach and the Dania Beach CRA are in compliance with the terms of the Interlocal Agreement regarding loan-to-grant conversions. In specific, pursuant to Section 4.7 of the Interlocal Agreement, the County's share of the revenue generated by the net increase in the tax base within the Dania Beach Community Redevelopment Area boundaries over 20 years due

Broward County Board of County Commissioners

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to specific private redevelopment projects has been calculated to be **\$1,875,015.00**. As stated above, the "surplus conversions dollars" of **\$94,018.00** are added to this amount for a total amount of **\$1,969,033.00**.

Given the amount of conversion dollars is less than the loan balance of **\$2,590,909.00**, a Third Amendment to Loan Agreement is required to reflect a revised loan balance in the amount of **\$621,876.00**. Accordingly, the County will hereby approve the partial conversion and process another amendment to the Loan Agreement as follows:

In accordance with Section 3 of the Loan Agreement, the County's approval of the Request for Conversion is subject to the County's receipt of payment in full of the accrued and unpaid interest on the Loan through the date of this letter, which the County has calculated to be **\$84,107.00**. In addition, the County must receive the accrued interest and principal payment on the new loan balance of \$621,876.00 for the period of September 17, 2019 thru September 30, 2019. The prorated payment of principal and interest for the new loan balance is **\$42,204.00**. The total payment due is **\$126,311.00**. Once such payment is received by the County, the County will process the Third Amendment to Loan Agreement and issue a new Promissory Note for the revised loan balance. If such payment is not received by the County on or prior to September 30, 2019, the County's approval of Request for Conversion contained herein shall immediately terminate and be of no further force and effect, and the County, Dania Beach and the Dania Beach CRA shall proceed in conformity with the terms of the Loan Agreement and Interlocal Agreement as if the County had never issued this letter.

Thank you for your assistance and please contact me at (954) 357-5320 or rstone@broward.org or Glenn Amoruso at (954) 357-6679 or gamoruso@broward.org, with any questions regarding the terms of this letter.

Sincerely,



Ralph Stone, Director
Housing Finance and Community Redevelopment Division

C: Bertha Henry, County Administrator
Henry Sniezek, Director, Environmental Protection and Growth Management Dept.
Norman Foster, Director, Office of Management and Budget
Stephen Farmer, Finance Manager, Finance and Administrative Services Dept.
Glenn Amoruso, Senior Project Program Coordinator, Housing Finance and Community Redevelopment Div.
Maite Azcoitia, Deputy County Attorney
Angela Chin, Housing and Community Development Manager, Housing Finance and Community Redevelopment Div.
Ana M. Garcia, City Manager, City of Dania Beach
Nicki Satterfield, Finance Director, City of Dania Beach

Summary Payment Breakdown

Accrued Interest Payment Due on Original Loan Balance as of September 17, 2019	\$ 84,107
Interest & Principal Payment Due on New Loan Balance (Beginning Sept. 18, to Sept. 30, 2019)	\$ 42,204
Total Payment Due September 30, 2019	\$ 126,311

RCP Loan Summary and Amortization Schedule

Loan Amount	\$ 2,590,909.00
Loan Term	23 Years
MMD Rate @ 9/28/18	3.32%
Date of Funding	9/28/2010
Grace Period-Int	8 years
First Payment Date	9/30/2019
Conversion Date Prior to 9/30/19	9/17/2019
Pro Rata Accrued Int @ Conversion	\$ 84,106.66

352 Days of Interest on Original Loan Balance

Date	Principal	Interest	Total Payment Due	Balance
9/30/2011	0.00	0.00	0.00	2,590,909.00
9/30/2012	0.00	0.00	0.00	2,590,909.00
9/30/2013	0.00	0.00	0.00	2,590,909.00
9/30/2014	0.00	0.00	0.00	2,590,909.00
9/30/2015	0.00	0.00	0.00	2,590,909.00
9/30/2016	0.00	0.00	0.00	2,590,909.00
9/30/2017	0.00	0.00	0.00	2,590,909.00
9/30/2018	0.00	0.00	0.00	2,590,909.00
9/30/2019	172,727.27	87,212.88	259,940.14	2,418,181.73
9/30/2020	172,727.27	81,398.68	254,125.95	2,245,454.47
9/30/2021	172,727.27	75,584.49	248,311.76	2,072,727.20
9/30/2022	172,727.27	69,770.30	242,497.57	1,899,999.93
9/30/2023	172,727.27	63,956.11	236,683.38	1,727,272.67
9/30/2024	172,727.27	58,141.92	230,869.18	1,554,545.40
9/30/2025	172,727.27	52,327.73	225,054.99	1,381,818.13
9/30/2026	172,727.27	46,513.53	219,240.80	1,209,090.87
9/30/2027	172,727.27	40,699.34	213,426.61	1,036,363.60
9/30/2028	172,727.27	34,885.15	207,612.42	863,636.33
9/30/2029	172,727.27	29,070.96	201,798.23	690,909.07
9/30/2030	172,727.27	23,256.77	195,984.03	518,181.80
9/30/2031	172,727.27	17,442.58	190,169.84	345,454.53
9/30/2032	172,727.27	11,628.38	184,355.65	172,727.27
9/30/2033	172,727.27	5,814.19	178,541.46	0.00
	<u>2,590,909.00</u>			

New RCP Loan Summary and Amortization Schedule

Loan Amount	\$ 621,876.00
Loan Term	23 Years
MMD Rate @ 9/28/18	3.32%
Date of Funding	9/28/2010
Grace Period-Int	8 years
First Payment Date	9/30/2019
Conversion Date Prior to 9/30/19	9/17/2019
Pro Rata Accrued Int @	
Conversion	\$ 745.56

13 Days of Interest on New Loan Balance

Date	Principal	Interest	Total Payment Due	Balance
9/30/2011	0.00	0.00	0.00	621,876.00
9/30/2012	0.00	0.00	0.00	621,876.00
9/30/2013	0.00	0.00	0.00	621,876.00
9/30/2014	0.00	0.00	0.00	621,876.00
9/30/2015	0.00	0.00	0.00	621,876.00
9/30/2016	0.00	0.00	0.00	621,876.00
9/30/2017	0.00	0.00	0.00	621,876.00
9/30/2018	0.00	0.00	0.00	621,876.00
9/30/2019	41,458.40	20,933.04	62,391.44	580,417.60
9/30/2020	41,458.40	19,537.50	60,995.90	538,959.20
9/30/2021	41,458.40	18,141.97	59,600.37	497,500.80
9/30/2022	41,458.40	16,746.43	58,204.83	456,042.40
9/30/2023	41,458.40	15,350.89	56,809.29	414,584.00
9/30/2024	41,458.40	13,955.36	55,413.76	373,125.60
9/30/2025	41,458.40	12,559.82	54,018.22	331,667.20
9/30/2026	41,458.40	11,164.29	52,622.69	290,208.80
9/30/2027	41,458.40	9,768.75	51,227.15	248,750.40
9/30/2028	41,458.40	8,373.21	49,831.61	207,292.00
9/30/2029	41,458.40	6,977.68	48,436.08	165,833.60
9/30/2030	41,458.40	5,582.14	47,040.54	124,375.20
9/30/2031	41,458.40	4,186.61	45,645.01	82,916.80
9/30/2032	41,458.40	2,791.07	44,249.47	41,458.40
9/30/2033	41,458.40	1,395.54	42,853.94	0.00
	621,876.00			

Dania Beach Completed Homes:

	<u>Name</u>		<u>Work Complete</u>	<u>Address</u>
1	Brenda Blackmon		Paint & Landscaping	20 SW 7th Avenue
2	Tori Boneta		Paint & Landscaping	18 SW 7th Avenue
3	Orville Brumley		Paint & Landscaping	133 NW 6th Avenue
4	Betty Dowdell		Paint & Landscaping	213 NW 6th Avenue
5	Rutha Funches		Paint & Landscaping	33 NW 14th Avenue
6	Chris Green		Paint & Landscaping	24 NW 14th Avenue
7	Charlie Hall		Paint & Landscaping	745 Stirling Road
8	Cheryl Baker Hill		Paint & Landscaping	30 SW 7th Avenue
9	Therose Jones		Paint & Landscaping	37 NW 5th Avenue
10	Patrick Julien		Paint & Landscaping	60 NW 14th Avenue
11	Dale Murray		Paint & Landscaping	205 NW 7th Avenue
12	Elizabeth Owens		Paint & Landscaping	57 NW 14th Avenue
13	Llewelyn Simpson		Paint & Landscaping	749 Stirling Road
14	Bertha Snell		Paint & Landscaping	214 NW 7th Avenue
15	Essie Watson		Paint & Landscaping	320 SW 4th Court
16	<u>Ruth White</u>		Paint & Landscaping	143 NW 7th Avenue
17	Young		Paint & Landscaping	225 NW 7th Avenue
18	Jones		Paint & Landscaping	37 NW 5th Avenue
19	Brumley		Paint & Landscaping	133 NW 6th Avenue
20	<u>Dowdell</u>		Paint & Landscaping	213 NW 6th Avenue
21	Watson		Paint & Landscaping	320 SW 4th Court
22	Smith		Paint & Landscaping	725 SW 2nd Street
23	Lewis		Paint & Landscaping	733 SW 2nd Street
24	Luvant, Thompson		Paint & Landscaping	737 SW 2nd Street
25	Fleita		Paint & Landscaping	757 SW 2nd Street
26	Roberson		Paint & Landscaping	106 SW 5th Court
27	lewis		Paint & Landscaping	230 Phipphen Waiters
28	Benson		Paint & Landscaping	241 SW 5th Street
29	Leslie		Paint & Landscaping	223 SW 12th Avenue
30	Key		Paint & Landscaping	219 SW 12th Avenue
Upcoming Homes:				
1	Bulter		Paint & Landscaping	112 NW 14th Avenue
2	Dean	10/25	Paint & Landscaping	208 SW 11th Avenue
3	Blackmon	10/25	Paint & Landscaping	713 SW 2nd Place
4	Byrd	10/25	Paint & Landscaping	717 SW 2nd Terrace
5	Dillard	10/25	Paint & Landscaping	224 SW 11th Avenue
6	Rasey		Paint & Landscaping	45 SW 7th Avenue
7	<u>Dasivla</u>		Paint & Landscaping	34 SE 3rd Terrace
8	<u>Dust</u>		Paint & Landscaping	<u>203 SE 2nd Street</u>

9	Guigon		Paint & Landscaping	245 SW 4th Street
10	Rodriguez		Paint & Landscaping	243 SW 5th Street
Extra Projects in Community Completed				
	Name			<u>Address</u>
1	Lucas		Paint Driveway/landscaping	50 NW 14th Avenue
2	Finhnos		Fence Paint	<u>56 NW 14th Avenue</u>
3	Church		Exterior Paint landscaping	25 NW 7th Avenue
4	Gindi		Exterior Paint landscaping	25 SW 7th Avenue
5	Patch		Summer clean up	Dania Beach Blvd



DANIA BEACH
PATCH

People's Access To Community Horticulture

★ ★ ★ DANIA BEACH'S ★ ★ ★

• FARM & MARKET •

1201 WEST DANIA BEACH BLVD

FALL PUMPKIN PATCH

SATURDAY **OCTOBER 19**

Activities Include: Pumpkin Bowling and Ring Toss, A Pumpkin Patch, Pumpkin and Fall Themed Arts & Crafts, Samples, Educational Activities, Vendors, Potted Plants for Sale, Market Sales, Music and Much More!

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To: Chair, Vice Chair and Board of Commissioners

From: Rickelle Williams, Executive Director

CC: Ana Garcia ICMA-CM, City Manager, City of Dania Beach
Marc LaFerrier, Community Development Director, City of Dania Beach

Date: October 7, 2019

Re: CRA Commendation Award to Melissa Nicasio and Janice Saunders

As in years past, the Dania Beach Community Redevelopment Agency (CRA) wishes to acknowledge and recognize City of Dania Beach staff members who excel in their work and demonstrate dedication and commitment to go above and beyond the call of duty. These employees carry out their daily tasks with enthusiasm and a willingness to support their employer and by extension the community they serve. The CRA believes this type of service from an employee is often a rare quality and when observed must be encouraged and recognized.

This year, there are two (2) City of Dania Beach staff members that have provided superior services to the CRA, as a customer, and the community at large. The CRA's new At Home Dania Beach residential revitalization program includes the construction of single-family homes in the Redevelopment Area. As such, the CRA worked with the Community Development Department of the City of Dania Beach to apply for and receive variances and construction permits for six (6) homes through the program. Melissa Nicasio, Permit Service Specialist and Janice Saunders, Permitting Coordinator have each been very instrumental in this process. They have each provided excellent customer service to CRA staff and the architect, developer and contractor for the project. As the project moves forward, we know that they will continue to provide superior service because they are truly invested in making the project a success.

In addition, both Ms. Nicasio and Ms. Saunders have been helpful in the permitting process for the signage replacement occurring under the Rebranding Initiative. Their attention to detail, response time and diligence has made the process more efficient. The CRA appreciates their positive and helpful demeanor and attitude. We congratulate Ms. Melissa Nicasio and Ms. Janice Saunders for a job well done!

To: Chair, Vice Chair and Board of Commissioners

From: Rickelle Williams, Executive Director

Date: October 7, 2019

Re: CRA Commendation Award for Atrium Gallery volunteer curator Henriette Kitte Arnold and Art in the Hall Volunteers Sandy Goldberg and Linda Wilson

The Dania Beach Community Redevelopment Agency (CRA) wishes to acknowledge and recognize volunteers who exemplify dedication and the commitment to go beyond the limit of their responsibility. These individuals work with enthusiasm and demonstrate a willingness to support CRA programs, and by extension the community they serve. The CRA believes this type of service merits public appreciation and commendation from the CRA Board and staff.

It is in this context that the CRA awards three (3) members of the Creative Arts Council Advisory Board (CACAB): Mrs. Henriette Kitte Arnold, Mrs. Linda Wilson, and Ms. Sandy Goldberg.

In 2014, Henriette Kitte Arnold materialized the idea to transform the City Hall atrium into a fine art gallery. In fact, Monday, October 7, 2019 marks the five-year anniversary of the gallery's first opening reception. Month after month, Mrs. Arnold organizes artists to exhibit on the walls of the City Hall atrium. She works hand-in-hand with CRA staff and the City of Dania Beach Public Services Department to ensure the exhibit displays with excellence and integrity. Mrs. Arnold also collaborates with the Art in the Hall subcommittee of the CACAB to cross-promote various artists.

Prior to June 2018, the CRA approached the CACAB to coordinate and curate what has become the popular Art in the Hall event at City Hall. The Art in the Hall sub-committee is comprised of two (2) dedicated volunteers, Ms. Sandy Goldberg and Mrs. Linda Wilson. During the Dania After Dark monthly outdoor art walk and craft market, Ms. Goldberg and Mrs. Wilson provide a wonderful mix of visual art exhibits and performance art by singers, dancers, musicians and spoken word artists. Together the duo along with staff, plan, coordinate and host the monthly event within our city, enabling various artists the opportunity to showcase their art.

On Monday, October 7, 2019 we recognize outstanding volunteers with the CRA's 2019 Commendation Award; curator of the Dania Beach Atrium Art Gallery, Mrs. Henriette "Kitte" Arnold, and Art in the Hall sub-committee members, Ms. Sandy Goldberg and Mrs. Linda Wilson.

MINUTES OF MEETING
DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY
TUESDAY, AUGUST 27, 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

3.1 Administrative Report Memo

Director Williams noted CRA staff attended the International Council Shopping Center Conference.

4. Presentations

4.1 Florida Festivals and Events Association Sunsational Awards

Dawn Reed, FFEA Chair, presented the CRA Board with seven Sunsational Awards for the City's work on the 2019 Arts & Seafood Celebration, noting there were 510 submissions.

4.2 Proposed Budget Fiscal Year 2020 - Executive Director Williams

Director Williams gave a PowerPoint presentation which is attached to and incorporated in these minutes.

Board Member Harris questioned whether the TIF amount that was addressed is a hypothetical number.

Director Williams responded it is a real number if the TIF were calculated; it is a number that we have decided to not utilize.

5. Consent Agenda

Items Removed from Consent Agenda: #5.4

5.1 Minutes: None

5.2 Travel Requests: None

5.3 RESOLUTION NO. 2019-CRA-015

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY ("CRA"), AUTHORIZING THE PROPER CRA OFFICIALS TO EXECUTE PERSONAL SERVICES AGREEMENTS FOR A ONE YEAR PERIOD WITHOUT COMPETITIVE BIDDING FOR A FARMERS MARKET MANAGER AND FARMERS MARKET PROMOTIONS COORDINATOR IN RELATION TO THE UNITED STATES DEPARTMENT OF AGRICULTURE ("USDA") AGRICULTURAL MARKETING SERVICES ("AMS") GRANT AWARD FOR THE FARMERS MARKET PROMOTION PROGRAM ("FMPP") IN AN AMOUNT NOT TO EXCEED FORTY TWO THOUSAND ONE HUNDRED SIXTY SEVEN DOLLARS (\$42,167.00) AND TEN THOUSAND THREE HUNDRED THIRTY FIVE DOLLARS (\$10,335.00) RESPECTIVELY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Board Member James motioned to approve the Consent Agenda, with the exception of Item #5.4; seconded by Vice-Chair Odman. The motion carried unanimously.

5.4 RESOLUTION NO. 2019-CRA-016

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY ("CRA"), OF THE CITY OF DANIA BEACH FLORIDA, AUTHORIZING THE PROPER CRA OFFICIALS TO EXECUTE A ONE (1) YEAR RENEWAL OF THE EXISTING AGREEMENT WITH ATLANTIC STUDIOS INC. FOR PRODUCTION SERVICES FOR THE 2019-2020 DANIA AFTER DARK EVENT IN AN AMOUNT NOT TO EXCEED SIXTY NINE THOUSAND SIX HUNDRED DOLLARS (\$69,600.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2019-CRA-016.

Chair Lewellen asked if any other companies were solicited for this service.

Director Williams responded we recently bid this and the contract has been in place for only one year, and has a renewal. This event producer provides quality service and based on the items the producer has to provide, we found that the price is reasonable.

Chair Lewellen commented the event just had its one year anniversary and there is more notoriety about the event now. She mentioned a billboard advertisement on I-95 and noted things have changed here since we are growing; there is more opportunity here. She questioned if it would be beneficial to go out to bid for a lower rate.

Director Williams recommended renewing the contract based on services provided and the level of professionalism she has witnessed. She does not know what the interest level would be if we went out for bid; if done at this time, it would interrupt the event. Perhaps we could look at doing this the following year.

Chair Lewellen noted this is the reason the contract policy was put in place.

Board Member Brandimarte asked why the CRA has not hired its own event planner. She added it is too late to go out for bids.

Director Williams noted the dollar figure provides a lot more than just staff.

Board Member James motioned to adopt Resolution #2019-CRA-016; seconded by Board Member Brandimarte.

Chair Lewellen asked that we look at putting this out for bid the following year and requested that the contract be looked into to make sure it is efficient and appropriate.

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		

6. Proposals and Bids

6.1 RESOLUTION NO. 2019-CRA-017

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY ("CRA"), OF THE CITY OF DANIA BEACH FLORIDA, AUTHORIZING THE PROPER CRA OFFICIALS TO AWARD A BID RELATED TO REQUEST FOR PROPOSALS (RFP NO. CRA-19-001) TO FLORIDA CDI, LLC/CHRISTMAS DESIGNERS FOR 2019 HOLIDAY LIGHTING AND DECORATIONS; AUTHORIZING THE PROPER CRA OFFICIALS TO NEGOTIATE AN AGREEMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2019-CRA-017.

Board Member Brandimarte noted this is already in the budget.

Chair Lewellen questioned the number of proposals received and what areas would be included.

Director Williams said two companies responded; areas covered are East Dania Beach Boulevard, City Center with a new Christmas tree, and Federal Highway between Sheridan and Old Griffin Road.

Chair Lewellen wants to be sure Director Williams works with Parks & Recreation and the City Manager.

Director Williams noted this firm is open to working with Parks & Recreation if they so desire.

Vice-Chair Odman asked what would happen to the old tree.

Director Williams explained the condition of the current tree was not well-suited for future use. She understood the City would go in a different direction with the tree due to the circumstances that occurred last year.

Vice-Chair Odman asked about lighting on the west side of the City.

Director Williams indicated the pricing was included in the RFP. The City could go ahead and do other areas under this bid under the competitive bid process; there is room to do additional lighting.

Vice-Chair Odman questioned if the old tree could be utilized on the west side of the City.

Board Member James motioned to adopt Resolution #2019-CRA-017; seconded by Vice-Chair Odman. The motion carried unanimously.

7. Discussion and Possible Action

7.1 115th Birthday Celebration at Dania After Dark: Proposed Budget

Director Williams reviewed the information included in the agenda packet.

Board Member Harris noted there was nothing in the budget for food and described what they had for the celebration in 2015.

Director Williams said any suggestions or recommendations by the Board for sponsors would be appreciated. She cautioned to be modest of free food offerings due to the usual participating food trucks.

Board Member Harris asked if consideration had been given to extending the event time.

Director Williams responded it currently runs from 5:00 p.m. to 10:00 p.m.

Vice-Chair Odman asked Director Williams to check into the cost of it going until 11:00 p.m.

7.2 RESOLUTION NO. 2019-CRA-018

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY ("CRA") OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CRA OFFICIALS TO EXECUTE AN AMENDMENT OF AN EMPLOYMENT AGREEMENT WITH RICKELLE WILLIAMS TO PROVIDE SERVICES AS EXECUTIVE DIRECTOR TO THE CRA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2019-CRA-018.

Board Member James asked if any of the Board Members had discussed this with Director Williams after they received the agenda packet. She explained Evergreen did not survey other executive director positions of CRA peer cities. This would be only an \$11,000.00 raise after the increase everyone else will receive. She felt this is very reasonable with the amount of projects and revenue generated by the CRA.

Vice-Chair Odman noted she discussed this with Director Williams and was impressed with the amount of information provided. In terms of revenue, vision, follow-through, and quality of work she has brought to the City, Director Williams has exceeded her expectations and has her full support.

Board Member Harris felt we should wait on this because it is close to Director Williams' contract review.

Chair Lewellen agreed. This is a contracted position; this would be a 20% increase and includes additional severance pay, which is something that would normally be included in a contract. Her contract is coming up for review and we should wait. Director Williams had no experience as an executive director prior to working here. Things have occurred that have indicated poor judgment, such as a picture of the pier on the CRA Facebook page, but the pier is not in the CRA. Since this is a negotiated contract, we should see where we are when it comes due. Also, with the Comp and Class study done by Evergreen, her salary is still above mid-point. She noted she is concerned with choosing one person to increase at a higher level/salary, and questioned what we are doing with the employees who are also in the same position.

Board Member Brandimarte disagreed with the claim of no experience.

Chair Lewellen noted compared to the other cities, there are people with 20 years of experience only making \$100,000.00. She spoke of the lack of transparency when the City Center evaluation committee meeting was closed from the public; someone with more experience probably would not have done this. A salary increase should come with experience.

Board Member James commented the City Center evaluation meeting was closed because it was a legal matter. Regarding raises, she spoke of salaries of people moving to positions they have not had before.

Director Williams noted her salary request would be a 17.2% increase if the proposed 2.5% merit increase is given to all employees at the beginning of the new fiscal year. She explained she

consulted with City Attorney Ansbro about the City Center evaluation committee meeting and the judgment call she made.

City Attorney Ansbro clarified the sunshine law amendment that allows deliberations of evaluation committees where the public is not invited. Responses of respondents may be closed off; Director Williams was authorized to make that choice.

Board Member Harris noted he would like 30-45 days in order to finish the budget process and do the evaluation.

Vice-Chair Odman addressed her evaluation of Director Williams when they met one-on-one.

Board Member Brandimarte said she did her homework on the phone with Director Williams.

Chair Lewellen asked how many businesses have been brought in by the CRA.

Director Williams referred to the report provided to the Board regarding business attraction and retention. She stated the overall economic development activity of the CRA has been tremendous. The work the CRA does marketing the City and making the City attractive to businesses has done a lot for the growth in the business community. The projects list has been provided to the Board; she stands by the work of the CRA team.

Chair Lewellen commented there have been no new businesses coming into the CRA since Director Williams' tenure. She reiterated this is a contracted executive level position with a negotiated salary and the contract is not up. There are other issues that need to be addressed, such as the City Center post on Facebook which makes people think it is a done deal. This is part of the learning process; this would be a significant increase and she asked the Board to reconsider.

Board Member Harris noted he has not done his due diligence, and requested another two weeks to do research.

Board Member James motioned to adopt Resolution #2019-CRA-018; seconded by Board Member Brandimarte. The motion carried on the following 3-2 Roll Call vote:

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

8. Board Member Comments

There were no comments.

9. Information Items

There were no items on this agenda.

10. Adjournment

Chair Lewellen adjourned the meeting at 6:50 p.m.

ATTEST:

COMMUNITY REDEVELOPMENT
AGENCY

THOMAS SCHNEIDER, CMC
CRA SECRETARY

LORI LEWELLEN
CHAIR – CRA

MINUTES OF MEETING
DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY
TUESDAY, SEPTEMBER 10, 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:	Paul Gougelman
CRA Secretary:	Thomas Schneider

2. Citizen Comments

There were no comments at this meeting.

3. Administrative Reports

3.1 Administrative Report Memo

Director Williams introduced the newest employee at the PATCH, Amado Diaz.

4. Presentations

There were no presentations on this agenda.

5. Consent Agenda

Items Removed from Consent Agenda: #5.3

5.1 Minutes:

Approve Minutes of the July 30, 2019 CRA Board Meeting

Approve Minutes of the August 20, 2019 Workshop - Parking Garage Mural Project

5.2 Travel Requests: None

5.4 RESOLUTION NO. 2019-CRA-020

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY ("CRA") OF THE CITY OF DANIA BEACH, FLORIDA, RECOMMENDING PROJECT MAGIC BE APPROVED AS A QUALIFIED TARGET INDUSTRY BUSINESS PURSUANT TO FLORIDA STATUTES, SECTION 288.106; AFFIRMING THE SITE OF THIS PROJECT IS IN A DESIGNATED BROWNFIELD AREA; PROVIDING FOR LOCAL FINANCIAL SUPPORT IN THE FORM OF CASH IN THE AMOUNT OF ONE HUNDRED THIRTY FIVE THOUSAND DOLLARS (\$135,000.00) FOR THE QUALIFIED TARGET INDUSTRY TAX REFUND WITH HIGH-IMPACT SECTOR BONUS AS THE CRA'S LOCAL MATCH FOR FISCAL YEARS 2023 THROUGH 2030; REQUESTING A WAIVER OF LOCAL FINANCIAL SUPPORT FOR THE BROWNFIELD BONUS PORTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Board Member James motioned to approve the Consent Agenda, with the exception of Item #5.3; seconded by Vice-Chair Odman. The motion carried unanimously.

5.3 RESOLUTION NO. 2019-CRA-019

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY ("CRA") OF THE CITY OF DANIA BEACH, FLORIDA, ADOPTING THE FINAL ESTIMATES OF REVENUE AND EXPENDITURES FOR THE FISCAL YEAR COMMENCING ON OCTOBER 1, 2019 AND ENDING ON SEPTEMBER 30, 2020; APPROPRIATING FUNDS AS MAY BE NEEDED OR DEEMED NECESSARY TO DEFRAY ALL EXPENDITURES AND LIABILITIES OF THE CRA FOR SUCH FISCAL YEAR; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Attorney Gougelman read the title of Resolution #2019-CRA-019.

Board Member Harris felt the budget should not be approved until there was an opportunity to ask questions. He questioned the following:

Page 5, new projects and programs; he wants supplemental information added to the back up.

Page 6, Item 21, \$290,000.00 for Broward Grant Conversion. Director Williams stated she met with Broward County today regarding the loan to grant conversion, and anticipates follow-up before the end of this fiscal year. \$250,000.00 has been put into the budget for debt service as a precaution if there are any interest payments.

Page 6, Item 25, CRA projects that have been completed. Director Williams indicated the Phippen Waiters properties are the next set of parcels to investigate development on.

Page 7, Bike Sharing, what the two locations are; also, no dollar figure was discussed for Pride Events. Director Williams responded a dollar figure for Pride Event was approved by Board consensus at a previous meeting. Bike sharing was also discussed with consensus to move forward to explore a bike sharing program.

Board Member Harris asked about the number of bikes. Director Williams replied for each station there would be 13-15 bikes, which is the starting point; the stations can be customized.

Discussion ensued regarding bike sharing stations.

Board Member Harris continued with his questioning:

Page 10, Line 389, 900.1, no number for 2018-19, yet budgeted for this coming year and the year after; he asked why there was no trend in the four-year average for the re-appropriated funds. Director Williams explained the unencumbered fund balance. She had not been with the CRA during the 2017-18 budget; she was very cautious with the expenditures when she took over due to developing new programs.

Page 10, Line 7110, the debt service principal amount of \$250,000.00. Director Williams indicated the amount was for the loan to grant conversion as a precautionary measure should it be needed.

Page 11, other services non-transferable to the CRA; the numbers are all over the place. Director Williams explained the 106 Division is general administrative cost and the 112 Division is the PATCH; she added the 106 Division determines what gets transferred to the PATCH.

Page 11, Line 31.10, what Professional Services General refers to. Director Williams explained the USDA grant funding services provided at the PATCH; under the grant, some Professional Services are reimbursable and the accounts can be amended at a later date to amend the funds.

Page 22, Miscellaneous Revenues for Seafood Festival. Director Williams said it is a combination of revenues from art vendors, food vendors and sponsorships.

Page 24, Line 6342, Infrastructure, CRA landscaping enhancements. Director Williams stated we were going to do the West Dania Beach rail crossing project, which is on hold with the pending City Center project. We want to do a little beautification and landscaping at that approach as it is one of the major arteries into the CRA district.

Line 3142, \$255,000, Professional Services CRA redevelopment initiatives. Director Williams explained it was new projects and programs discussed by the Board; that account has the bike sharing for \$20,000.00 and DAD 115th Anniversary for \$10,000.00. She listed all the components of this line item for a total of \$255,750.00.

Chair Lewellen noted she is concerned this was nearly \$500,000.00 over budget, and if Director Williams was asking for the City to fund that, the money would have to come out of Reserves. She is not comfortable adopting a budget that is \$500,000.00 in the red.

Director Williams pointed out the CRA's allocation has remained the same for years. This budget can be amended, but the Board could also wait to have a Special meeting to adopt the budget. We have done this before, with the CRA adopting the budget with a shortfall, and getting the remaining balance from the City. She explained over the past six years, personnel costs have increased to \$125,000.00 and there are \$250,000.00 in projects that have been previously approved.

Chair Lewellen said this is a significant deficit and is not the responsible thing to do; \$125,000.00 is different than \$500,000.00. She felt this could be discussed at tomorrow's budget workshop.

Vice-Chair Odman noted she has no objection to Board Members needing more time, but she has met with CRA staff over ten times. Over the last month, she assumed everyone was meeting with the Director to discuss the line items in the budget.

Board Member Brandimarte felt that Board Member Harris should continue with his questions.

Chair Lewellen said her thought is that because we have a workshop for the City budget, maybe we can work through this during the workshop. She felt it would be more beneficial during a workshop if we worked together as a team to decrease the amount over budget.

Board Member James commented she sat with Director Williams and went over the line items; they also discussed personnel growth. She noted the CRA would have gotten a lot of money if it were a TIF CRA. These individual items were approved by consensus and we have to fund them to move forward.

Chair Lewellen repeated she wanted to workshop this as a team. One thing that could be cut out of the CRA budget might be their social media since the City just had a social media RFP come out. We need to workshop this in order to combine resources.

Vice-Chair Odman felt it probably would make more sense to have two separate workshops.

Chair Lewellen asked when this budget needed to be adopted.

Nicki Satterfield, Director of Finance, responded the CRA budget needs to be adopted before Thursday night's First Budget Public Hearing.

Director Williams pointed out that regarding any discussions of the budget, it might be best to separate out the CRA and the City.

Board Member Harris motioned to continue this item, workshop it with Finance, and hold a special meeting to adopt the budget.

Director Williams repeated there should be two separate workshops as she does not want it to get convoluted with two different budgets.

Chair Lewellen restated we already have a workshop set up tomorrow; we can complete that first and then we come back to discuss the CRA, one after the other.

Board Member James said we would first need to decide when the special meeting would have to be held before Thursday evening.

Discussion ensued regarding when to hold a workshop and a special meeting.

Board Member James commented the budget could be approved, as amended, workshops held and then the amendments from the workshops approved.

Chair Lewellen said it is our responsibility to be fiscally responsible; there is a \$500,000.00 deficit. Realistically, there should have been a workshop already for this and holding one is only fair to the Board Members with questions and to the residents.

Board James noted the Board has a responsibility to be prepared when they come here; we have never had to have a CRA workshop. Our residents deserve more than a few hours' notice of a special meeting.

Discussion ensued regarding a timetable for a workshop and special meeting.

Chair Lewellen seconded the motion. The motion failed on the following 2-3 Roll Call vote:

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

Board Member James motioned to adopt the budget with the additional allocation so it could be workshopped and discussed; 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	No	Chair Lewellen	No
Board Member James	Yes		

Chair Lewellen suggested pausing this discussion and moving on to the other agenda items.

6. Proposals and Bids

6.1 RESOLUTION NO. 2019-CRA-021

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY ("CRA"), OF THE CITY OF DANIA BEACH FLORIDA, AUTHORIZING THE PROPER CRA OFFICIALS TO AWARD A BID RELATED TO REQUEST FOR PROPOSALS (RFP NO. CRA-19-002) TO STANDING OVATIONS, LLC FOR PRODUCTION SERVICES FOR THE 2020 ARTS AND SEAFOOD CELEBRATION; AUTHORIZING THE PROPER CRA OFFICIALS TO NEGOTIATE AN AGREEMENT IN AN AMOUNT NOT TO EXCEED FORTY THOUSAND DOLLARS (\$40,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Attorney Gougelman read the title of Resolution #2019-CRA-021.

Board Member James motioned to adopt Resolution #2019-CRA-021; seconded by Vice-Chair Odman. The motion carried unanimously.

7. Discussion and Possible Action

7.1 Garage Mural Project Update - Additional Back-up Information

Director Williams noted the additional information included in the agenda packet.

Board Member James noted it stuck out to her that one artist would do both columns for \$20,000.00 and it would take \$80,000.00 for the other artist to do it.

Vice-Chair Odman said she was very pleased with artist LaFlamme; what she loved the most was the postcard, but she realized that is not what we are doing. She looked at Peeta and was able to envision it; evolving energy and use of that space. She felt the budget was half the cost for both columns and favors this artist.

Chair Lewellen commented she still likes Ms. LaFlamme's art; Peeta's would be better elsewhere, perhaps it could be used with façade grants. She noted she was shocked by Ms. LaFlamme's total budget; another thought would be sponsorships as a way to reduce costs. Also, Ms. LaFlamme's number is a jumping off place and could be negotiated.

Board Member Brandimarte felt Ms. LaFlamme's art is a better fit for this area; we are not ready for 3D art.

Board Member Harris reiterated that Ms. LaFlamme was the selection of the CACAB.

Director Williams noted Team #2's proposal came in at half of the cost of Team #1 (Ms. LaFlamme). She would like to look at sponsorships and it would be more feasible to offset the cost of the cheaper proposal. She thought the intent was for the mural to be done before the Superbowl.

Board Member Harris asked if anyone from CACAB or if Director Williams reached out to Ms. LaFlamme to see if her prices were negotiable.

Director Williams responded the Board asked for the artists' best prices; she has not reached out to Ms. LaFlamme for negotiations.

Board Member James wanted to make sure the artist is versed in more than a one-story project and experienced with this scale of a building. She suggested perhaps the Board should table this and decide on a negotiated price.

The Board consensus was to table this item until the budget is approved.

8. Board Member Comments

There were no comments.

9. Information Items

There were no items on this agenda.

Chair Lewellen returned to item 5.3.

Discussion ensued regarding proceeding with a workshop.

Finance Director Satterfield explained if the budget is adopted with the allocation, it would have to be amended before the budget ad for the September 23rd budget meeting goes into the paper.

Discussion ensued about holding a workshop and special meeting.

The Board consensus was to hold a CRA Workshop from 12:00-1:00 p.m. on Wednesday, September 11, 2019.

The Board consensus was to hold a Special CRA meeting at 3:00 p.m. on Thursday, September 12, 2019 to adopt the budget.

10. Adjournment

Chair Lewellen adjourned the meeting at 6:56 p.m.

ATTEST:

COMMUNITY REDEVELOPMENT
AGENCY

THOMAS SCHNEIDER, CMC
CRA SECRETARY

LORI LEWELLEN
CHAIR – CRA

MINUTES OF SPECIAL MEETING
DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY
THURSDAY, SEPTEMBER 12, 2019 – 3:00 P.M.

1. Call to Order/Roll Call

Chair Lewellen called the special meeting to order at 3:03 p.m.

Present:

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

2. CRA Budget Fiscal Year 2019-2020

2.1 RESOLUTION NO. 2019-CRA-019

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA, ADOPTING THE FINAL ESTIMATES OF REVENUE AND EXPENDITURES FOR THE FISCAL YEAR COMMENCING ON OCTOBER 1, 2019 AND ENDING ON SEPTEMBER 30, 2020; APPROPRIATING FUNDS AS MAY BE NEEDED OR DEEMED NECESSARY TO DEFRAY ALL EXPENDITURES AND LIABILITIES OF THE CRA FOR SUCH FISCAL YEAR; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Attorney White read the title of Resolution #2019-CRA-019.

Chair Lewellen questioned whether the Board would be adopting all of the changes discussed at yesterday’s budget workshop.

Board Member James noted she distributed a sheet to the Board which was the result of a meeting she had with City Manager Garcia and Finance Director Satterfield about the City’s budget following the workshop yesterday. They came up with cost savings from the City budget of \$307,450.42 that could be given to the CRA that would cover the costs of the CRA without having to go into Reserves.

Chair Lewellen said she was fine with it except she felt we need to have something in the budget for the 115th Anniversary celebration since it has been widely advertised. Additionally, she came up with a solution to the wrestling part of the Arts & Seafood Celebration; she suggested either Director Williams or Board Member Brandimarte speak to the Casino about sponsoring it in their parking lot.

Board Member James noted all of our items were cut; if they are going to keep some, we need to keep multiple. There was already a conversation with the Casino and they are not willing to put the wrestling in their parking lot.

Chair Lewellen said we could use the space on our property and somehow have them sponsor it.

Board Member Brandimarte agreed with Mayor Lewellen. Originally, she went to the Casino and they do not want the wrestling in their parking lot. She suggested the Board let her try to see if we can do it for \$8,000.00 and have the wrestling at the Arts & Seafood Celebration instead of at the Casino.

Board Member James noted with the \$307,000.00, it gives us a \$15,000.00 cushion and we need to come back at a future workshop to deal with these things. We need to presently deal with this budget.

Commissioner Brandimarte spoke further about Gangrel's Wrestling.

Nicki Satterfield, Director of Finance, clarified the Board needs to adopt the CRA balanced budget by agreeing to contribute another \$292,070.00.

City Manager Garcia noted our goal was to be able to take the \$292,070.00 out of the City budget to balance the CRA budget so that we would not have to go into Reserves.

A discussion ensued regarding the amount in excess of what was needed to balance the budget.

Board Member James noted the amount needed to balance the budget after yesterday's workshop was \$292,000.00; however, additional savings amounting to \$307,450.42 was found in the City budget, which leaves \$15,000.00 extra for the CRA.

Board Member James motioned to adopt Resolution #2019-CRA-019, as amended to include the \$307,450.42 additional contribution from the City; seconded by Vice-Chair Odman. The motion carried on the following 4-1 Roll Call vote:

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

Commissioner James asked to set a workshop to discuss the \$15,000.00 left over and the future structure of the allocation. Discussion ensued.

The Board consensus was to schedule a workshop on Monday, September 30, 2019 at 10:00 a.m.

3. Adjournment

Chair Lewellen adjourned the meeting at 3:25 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 Director, to attend the Florida Redevelopment Association (FRA) Annual Conference and Certification Training in Tampa, Florida on October 14-18, 2019 (Estimated cost \$1,546.63)

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - Travel Request Rickelle Williams FRA Annual Conference Oct. 14-18, 2019, Travel Request - Rickelle Williams FRA Academy Course and Annual Conference October 14-18, 2019

To: Chair, Vice Chair and Board of Commissioners

From: Rickelle Williams, Executive Director

Date: October 7, 2019

Re: Travel Request for Rickelle Williams, Executive Director, to attend the Florida Redevelopment Association (FRA) Annual Conference and Certification Training, in Tampa, Florida October 15– 18, 2019

Background

The Florida Redevelopment Association (FRA) is holding its annual conference in Tampa, Florida, from October 16 – 18, 2018. A required Certification Training course offered by FRA's Redevelopment Academy is being held at the Conference location on the day before the Conference starts.

Request

The CRA is requesting travel authorization for Executive Director, Rickelle Williams, to attend the Conference in addition to a scheduled Redevelopment Academy course for certification and training purposes on October 14, 2019.

Conference registration, hotel accommodations and course registration have been reserved in anticipation of approval. The total cost is \$1,546.63 including per diem.

Recommendation

Motion to approve the travel authorization for the CRA Executive Director and ratify expenditures.



Dania Beach CRA Travel Authorization Form

TRAVELER'S NAME: Rickelle Williams

DEPARTMENT: CRA

TRAVELER'S POSITION: CRA Executive Director

DESTINATION: Tampa, FL

PURPOSE OF TRAVEL: Attend FRA Academy Course & 2019 Annual Conference

DATES OF TRAVEL: 10/14/2019 TO 10/18/2019

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

MODE OF TRAVEL:

☐ Personal Vehicle

☐ City Vehicle

☒ Rental Vehicle

☐ Airplane

☐ Other

Estimated Costs:

ITEM	DESCRIPTION				TOTAL
Registration Fee:	FRA - CRA 101 Redevelopment Academy Course				\$ 495.00
Registration Fee:	FRA				\$ 395.00
Lodging (# of nights x rate):	Hilton Tampa Downtown	1	x	\$ 169.00	\$ 169.00
Lodging (# of nights x rate):	Hilton Tampa Downtown	3	x	\$ 179.00	\$ 537.00
Parking (# of nights x rate):	Hilton Tampa Downtown	4	x	\$ 24.00	\$ 96.00
Vehicle Rental:	Enterprise Rent-a-Car				\$ 147.13
Tolls:	TollGuru Round Trip Estimate				\$ 30.00
Meals (Per Diem):	Per Diem Calculator and GSA Per Diem Rate attached				\$ 172.50
TOTAL ESTIMATED EXPENSES					\$1,546.63

Traveler's Signature: Rickelle Williams

Executive Director's Signature: Rickelle Williams

Finance Reviewer's Signature: JAS

Finance Approver's Signature: [Signature] APS

Date: 9-26-19

Date: 9-26-19

Date: 9/26/19

Date: 9/27/19



Florida Redevelopment Association
301 S. Bronough Street, Suite 300
Tallahassee, FL 32301-1757

REGISTRATION CONFIRMATION

September 25, 2019

Rickelle Williams
Executive Director
CRA, City of Dania Beach
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

Redevelopment Academy Course Registration Fees:

10/15/2019	CRA 101	\$ 495.00
Paid on 9/24/2019		\$495.00
Total Due		\$ -0-

THANK YOU!

Credit cards accepted (Visa or Mastercard only). If paying by check please make the check out the Florida Redevelopment Association. If you have any questions or need further assistance, please contact Jan Piland at (850) 701-3622 or jpiland@flcities.com.

Outline REDEVELOPMENT 101

1. Glossary of Terms
2. History of Redevelopment in Florida
 - A. Redevelopment vs. Revitalization
 - B. Main Street
 - C. Downtown Development Authority
 - D. Community Redevelopment Agency
3. Main Street Designation
 - A. Mission of Main Street
 - B. Designation Process
 - C. Criteria for Designation
 - D. Funding for Main Street
 - E. Relationship to CR Agency, DDA, and local governments
4. Creating and Managing a Community Redevelopment Agency
 - A. Creation
 1. Chapter 163, Part III – Creating the Agency
 2. Findings and Declaration of Necessity
 3. Definitions
 4. Notice to taxing authorities
 5. Workable program
 6. Powers of taxing authorities
 7. Hiring staff and engaging consultants
 8. Creation of the CR Agency
 9. Coastal resort area redevelopment pilot project
 - B. Community Redevelopment Plans
 1. Contents of redevelopment plan
 2. Modifications to redevelopment plans
 3. Consistency with comprehensive plan
 4. Expenditures consistent with redevelopment plan
 5. Phasing the Plan
 6. Planning for borrowing
 - C. Governance
 1. Three forms – advantages and disadvantages:
 - a. Governing body as CR Agency Board
 - b. Governing body and two community members as CR Agency Board
 - c. Community members as CR Agency Board
 - d. Contrast differences in CR Agencies based on mission, budget issues, community, history, etc.
 2. Exercise of powers

White Davis, Kha

From: Member Services <MemberServices@flcities.com>
Sent: Thursday, September 19, 2019 9:41 AM
To: White Davis, Kha
Subject: Order Confirmation

Order Confirmation

Here are the details of your order. Please retain this email for your records.

Order Number: 78249
Order Date: Sep 19, 2019 8:43 AM
Bill To: Kha White Davis
Order Total: 395.00
Payment Method: Visa *****1190
Name on Card: Kha White Davis

Item	Price	Qty	Total
FRA 2019 Annual Conference - Rickelle Williams <i>When:</i> Oct 16, 2019 - Oct 18, 2019 <i>Where:</i> Hilton Tampa Downtown 211 North Tampa St. Tampa, FL 33602	395.00	1	395.00

Registration option: Oct 16, 2019 7:00 AM - Full Registration - Member rate

Item Total	395.00
Shipping	0.00
Handling	0.00
Item Grand Total	395.00
Transaction Grand Total	395.00



White Davis, Kha

From: Hilton Hotels & Resorts Confirmed <noreply@h4.hilton.com>
Sent: Monday, September 23, 2019 10:41 AM
To: White Davis, Kha
Subject: Your Oct-14-2019 Confirmation #3151354373



Join Hilton Honors 
Get instant benefits by joining – for free.

See you soon, RICKELLE WILLIAMS

Your reservation for Oct-14-2019 has been confirmed.

Confirmation #3151354373



Hilton Tampa Downtown

 211 North Tampa Street
Tampa FL 33602 US
[Maps & Directions >>](#)

 18132043000

14 MON
OCT

Check In: 4:00 PM


1 Night

15 TUE
OCT

Check Out: 11:00 AM



[Add to Calendar](#)



Please be informed that the hotel's Valet Parking Lot is based upon availability.

When we reach capacity our guests will be redirected to the city parking garage that is connected to the hotel via skywalk.

Your Room Information

Guest Name: RICKELLE WILLIAMS
Guests: 1 Adult
Rooms: 1
Room Plan: 2 DOUBLE BEDS



Upgrade your room for only **\$25** more a night.

UPGRADE ►

Your Rate Information

BEST AVAILABLE RATE

Rate per night

Oct-14-2019 - Oct-15-2019 169.00 USD

Total for Stay per Room Rate 169.00 USD

Taxes 24.51 USD

Mandatory Charge 1.50 USD

Total price for Stay 195.01 USD

 [Modify Your Reservation >>](#)



Your Stay Benefits



Explore Dining



Your On Site Amenities



Explore Neighborhood

White Davis, Kha

From: Hilton Hotels & Resorts Confirmed <noreply@h4.hilton.com>
Sent: Wednesday, January 30, 2019 9:21 AM
To: White Davis, Kha
Subject: Your Oct-15-2019 Confirmation #3522490017



**RICKELLE WILLIAMS, Join
Hilton Honors**

sign up

**RICKELLE WILLIAMS,
see you on Oct-15-2019**



Please be informed that the hotel's Valet Parking Lot is based upon availability. When we reach capacity our guests will be redirected to the city parking garage that is connected to the hotel via skywalk.

Your Upcoming Stay

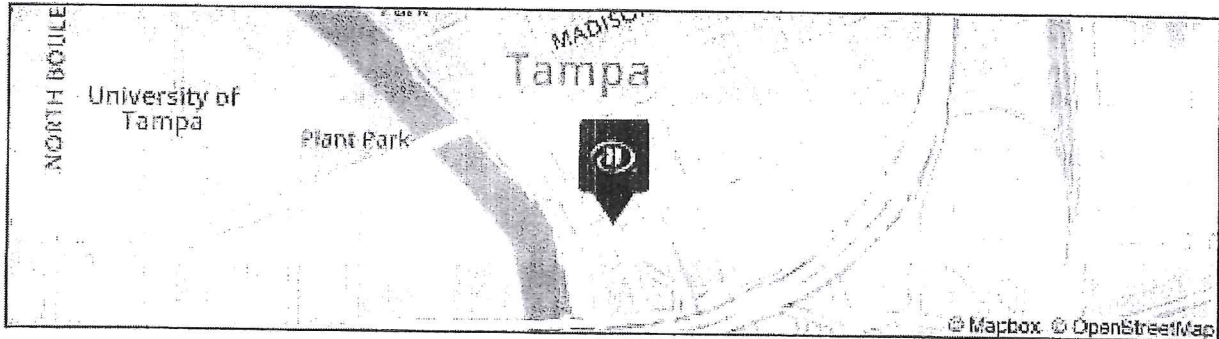
Hilton Tampa Downtown
211 North Tampa Street
Tampa FL 33602, US
T: +1 8132043000

Confirmation #3522490017

Tue
15
October
Check In: 3:00PM

3 nights

Fri
18
October
Check Out: 12:00PM



Your Room Information

2 DOUBLE BEDS

Rooms: 1

Guests: 1 Adult

RICKELLE WILLIAMS,
ENJOY A SPECIAL ROOM
UPGRADE FOR ONLY **\$24**

[SHOW MY CUSTOM UPGRADE](#)

Plan ahead by making an Arrival Request.

[Order Now](#)

Your Rate Information

FL REDEVELOPMENT ASSN

Rate Per Night:

Oct-15-2019 - Oct-18-2019

179.00 USD

Total for Stay per Room Rate:

537.00 USD

Taxes

72.50 USD

Mandatory Charge

4.50 USD

Total for Stay

614.00 USD



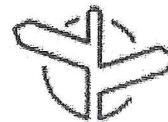
Your Stay Benefits



Experience Dining



Your On Site Amenities



Explore Neighborhood

Hilton Tampa Downtown

Register today for Florida's only statewide redevelopment event with over 300 of your colleagues as we explore the 2019 Redevelopment Works Conference!

- [Registration Form and Payment](#) (If paying later, please register and send after registering)
- [Registration Notes](#)

+ SPONSORSHIPS & TRADE SHOW 

+ PROGRAM & SPEAKERS 

+ REGISTRATION FOR ATTENDEES 

— HOTEL: Hilton Downtown Tampa

The hotel block and group rate are now available!

[VIEW THE GROUP HOTEL RESERVATION PAGE](#)

- The code for booking at the group rate is FRA19
- The conference room rate at the Hilton Tampa Downtown will be \$179 plus tax (if applicable), plus complimentary WIFI included in the room.
- Parking is space limited, as the hotel does not own any parking and they contract for a limited amount of valet spaces. **Parking will be \$24 "in and out" a day valet**, and \$16 for less than one day valet parking. It is scramble parking, otherwise, there are public parking garages downtown.



Confirmation No: 1509651921

Your reservation is complete. If you entered a valid email, a confirmation of this reservation has been sent to you.

Driver's Name: RICKELLE WILLIAMS
Email: rwilliams@daniabeachfl.gov
Phone #: +1 785-356-2747
Please provide your State of Florida issued email address:: FLORIDA

Reservation Details

Pickup Date & Time: Mon, Oct 14 2019 8:00 AM
Return Date & Time: Fri, Oct 18 2019 6:00 PM
Pickup Location: Miami
5690 Nw 167th St
Miami Lakes, FL, United States 33014
Return Location: Miami
5690 Nw 167th St
Miami Lakes, FL, United States 33014

Vehicle Details



Economy
Mitsubishi Mirage or similar

- ✪ Air Conditioner
- ✪ Automatic
- 👤 4 passengers
- 🧳 2 bags
- ✓ AM/FM Stereo CD/MP3
- ✓ Automatic

Protection Products

- ☒ Collision damage waiver full
- ☒ Roadside assistance protection

Payment

Billing number: *****390

Rate Details

Base Rate	127.50 USD
Collision Damage Waiver Full	(included)
Roadside Assistance Protection	(included)
Vat Rec	(included)
Tire Fee	(included)
Sc Rec	10.00 USD
Sales Tax	9.63 USD
Total Price	147.13 USD

Your discount has been applied.

This vehicle comes with unlimited mileage.



100 W Dania Beach Blvd

211 N Tampa St

ADD DESTINATION

Select your vehicle

Car, SUV or Pickup Truck



Optional

Choose your car

Edit your fuel efficiency (MPG)

City

Highway

35.1

41.8

Enter Gas price

2.70 \$ per gallon

I-75

Cheapest +40 min No Toll

Gas \$16.92, 5 h, 261.3 mi

I-75

Fastest +\$4.87

Gas \$17.02, 4 h 20 min, 263.1 mi

Route Costs	SunPass *	Cash	License Plate Video
Toll	\$4.77		
Total (Toll + Gas)	\$21.79		

*E-Pass, Leeway, Peach Pass, NC Quick Pass can also be used

I-75

+\$1.43 +29 min

Gas \$16.52, 4 h 40 min, 256.1 mi

Route Costs	SunPass *	Cash	Toll-by-plate
Toll	\$1.23		\$2.05
Total (Toll + Gas)	\$17.75		\$18.60

*E-Pass, Leeway, Peach Pass, NC Quick Pass can also be used

Florida's Turnpike

+\$10.69 +35 min

Gas \$16.43, 4 h 55 min, 253.4 mi

Route Costs	SunPass *	Cash	Pay by Plate
Toll	\$11.19		\$15.00
Total (Toll + Gas)	\$27.61		\$31.43

*E-Pass, Leeway, Peach Pass, NC Quick Pass can also be used

TOLLS ONLY (ROUND TRIP)
ESTIMATE \$30

Dania Beach CRA
Travel Per Diem Calculator

Traveler Name: Rickelle Williams

Description of Trip: Attend FRA 2019 Annual Conference

Destination: Tampa, FL

Daily M&IE for FY 2020: \$ 61.00

First Date of Travel: 10/14/2019

Last Date of Travel: 10/18/2019

Meal Exclusions		
Date	Meal	Amount
15-Oct-19	Breakfast	\$ 14.00
15-Oct-19	Lunch	\$ 16.00
16-Oct-19	Lunch	\$ 16.00
17-Oct-19	Breakfast	\$ 14.00
17-Oct-19	Lunch	\$ 16.00
17-Oct-19	Dinner	\$ 26.00

	Travel				Travel	
	Monday	Tuesday	Wednesday	Thursday	Friday	
Date	14-Oct-19	15-Oct-19	16-Oct-19	17-Oct-19	18-Oct-19	
Breakfast (\$14)		\$ -	\$ 14.00	\$ -		
Lunch (\$16)		\$ -	\$ -	\$ -		
Dinner (\$26)		\$ 26.00	\$ 26.00	\$ -		
Incidental (\$5)		\$ 5.00	\$ 5.00	\$ 5.00		
Total Daily total =	\$ 45.75	\$ 31.00	\$ 45.00	\$ 5.00	\$ 45.75	

Travel Days Pro-rated at 75% of M&IE \$ 45.75

Total Per Diem Due to Traveler \$ 172.50

Domestic Meals and Incidental Expenses (M&IE) Breakdown for Federal FY 2020					
M&IE Total	Breakfast	Lunch	Dinner	Incidental	75%
55.00	13.00	14.00	23.00	5.00	41.25
56.00	13.00	15.00	23.00	5.00	42.00
61.00	14.00	16.00	26.00	5.00	45.75
66.00	16.00	17.00	28.00	5.00	49.50
71.00	17.00	18.00	31.00	5.00	53.25
76.00	18.00	19.00	34.00	5.00	57.00



U.S. General Services Administration

FY 2020 Per Diem Rates for Tampa / St. Petersburg, Florida

Meals & Incidentals (M&IE) Breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel
Tampa / St. Petersburg	Pinellas / Hillsborough	\$61	\$14	\$16	\$26	\$5	\$45.75



Florida Redevelopment Association
October 16-18, 2019
Hilton Tampa Downtown
www.redevelopment.net

REGISTRATION NOTES

We would encourage everyone to register by using the online registration link in the annual conference section at www.redevelopment.net. This will make your registration experience smoother and provide confirmation right away. If you would like to print out any portion of the online pages, you can do that for your records while in the system. If you are paying by check, you have the option to check that box, **and send in the payment after you register online.** However, if you would like to receive a paper form to download, email cwestmoreland@flcities.com and we will email you a downloadable form to fill out and send in with payment.

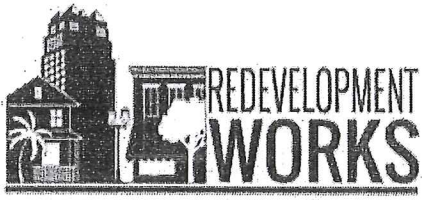
Please register in advance for each person attending, or they will not have credentials upon arrival. The REGISTRATION DEADLINE is October 9, 2019. Onsite registrations are accepted on a "space available" basis. Cancellations must be made in writing by October 1, 2019 to receive a refund and will be subject to a \$50 processing fee per person.

Note: the password required is different from the password to enter the member network at www.redevelopment.net. If you have not registered for a paid event for FRA prior, please click on the Help me! button on the lower right-hand corner of the front page of conference registration form, under Sign In.

For your planning, here is a summary of the registration options for this event at https://fra-members.flcities.com/FRA/Events/Event_Display.aspx?EventKey=FRAAC19 Check out the other information under the conference program for more information, or call Carol Westmoreland at 850-570-7206 or cwestmoreland@flcities.com for questions about the program. Thank you!

REGISTRATION TYPE	MEMBER	NON-MEMBER
Full three-day registration	\$395.00	\$495.00
One Day Registration	\$325.00	\$375.00
CRA Board Certificate Class	\$ 50	
<i>Weds 8:00 am</i>		
Friday morning sessions only	\$ 50 each course	
<i>(otherwise included with full registrations)</i>		
**Guest/Spouse three day	\$315.00	\$345.00
MOBILE TOURS	\$50 each	
Ybor City CRAs	Weds 8:00 am	
Tampa Downtown Partnership	Weds 8:00 am	
West Tampa/Drew Park CRAs	Weds 2:15 pm	
Downtown/Channel/Central/Heights CRAs	Thurs 2:15 pm	
Armature Works Tour and Lunch	Friday 11:15 am	

Continued next page



Florida Redevelopment Association
October 16-18, 2019
Hilton Tampa Downtown
www.redevelopment.net

ADDITIONAL CONFERENCE REGISTRATION NOTES

Member rate: FRA dues must be paid prior to the conference to receive the member discount. Indicate "member" rate if you intend to pay the FRA dues for 2019. Billing dues statements will be sent by mail, and online dues payments will open at that time. We will email all members when this happens.

Who is a member? The government, business or other entity pays the dues to FRA for all their staff, board and anyone who represents them. So, if your entity paid its FRA dues, you are a member.

All the mobile tours on Wednesday, October 16, Thursday, October 17 and Friday, October 18 and the CRA Certification Course on Wednesday, October 16 require a separate payment of \$50.00.

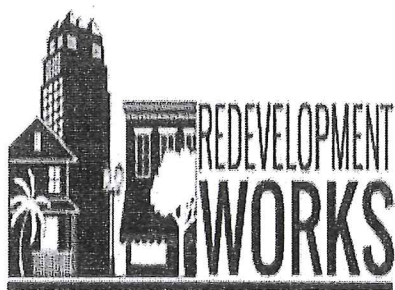
The sessions Friday morning are available to those who just want to come in for those courses at \$50 each. If you are registered for the whole conference, you do not need to register separately for these sessions. There will be AICP, IEDC and FL Bar credits of 1.5 hours legal (for three of the courses) and 1.5 hours ethics (for one course) available.

You may purchase extra tickets, all registrations and any single event tickets online.

Special Needs: If you have special physical needs, or a dietary preference, please let us know online or by emailing hhogarth@flcities.com.

****GUEST** registrations are available for spouses, partners or non-professional relations. Full registrations include all events and all meals. One-day registrations include workshops and meal functions on that day only.

Please visit www.redevelopment.net for all conference information. Contact Heidi Hogarth at 850-701-3605, hhogarth@flcities.com, with any registration questions.



FL Redevelopment Association
October 16-18,
2019
Hilton Tampa
Downtown
www.redevelopment.net

PRELIMINARY SCHEDULE

Conference At-A-Glance

Wednesday - October 16, 2019

- 7:30 a.m. **Coffee at Registration**
- 7:30 a.m. **Registration Desk Open**
- 8:00 a.m. **Mobile Tour – Ybor CRAs (separate fee*)**
- 8:00 a.m. **Mobile Tour – Tampa Downtown Partnership (separate fee)**
- 8:00 a.m. **CRA Certification Course for Elected/Appointed Officials**
- 11:00 a.m. **Exhibit Hall Open**
- 11:15 a.m. **Welcome Luncheon in the Exhibit Hall**
- 12:45 p.m. **Welcome – The Honorable Jane Castor, Mayor, City of Tampa**
Keynote – Lenora Billings-Harris, CSP, CPAE, President and CEO, Ubuntu Global
- 2:00 p.m. **Refreshment Break in the Exhibit Hall**
- 2:15 p.m. **Mobile Tour: West Tampa (separate fee)**
- 2:15 p.m. **Engaging the Underserved Community**
- 3:15 p.m. **Refreshment Break in the Exhibit Hall**
- 3:30 p.m. **Keynoter - Matthew Perry, Faculty Member, Incremental Development Alliance**
- 4:45 p.m. **What Can the FRA Do for You (Academy and Services Update)**
- 6:00 p.m. **Reception in the Exhibit Hall**

*see registration section at www.redevelopment.net – 2019 annual conference

Thursday - October 17, 2019

- 7:00 a.m. **Registration Desk Open**
- 7:00 a.m. **Continental Breakfast in the Exhibit Hall**
- 7:00 a.m. **Exhibit Hall Open**
- 8:00 a.m. **City County Agreements**
- 8:00 a.m. **Filling Vacant Storefronts**
- 9:00 a.m. **Refreshment Break in the Exhibit Hall**
- 9:15 a.m. **Water Street Case Study**
- 9:15 a.m. **Storm Redevelopment**
- 10:15 a.m. **Refreshment Break in the Exhibit Hall**
- 10:30 a.m. **Brownfields**
- 10:30 a.m. **Federal CRA Programs**
- 10:30 a.m. **Filling the Gaps in Redevelopment Resources**
- 11:30 a.m. **Luncheon in the Exhibit Hall**
- 1:00 p.m. **Keynoter – Charles Marohn, Founder and President, Strong Towns**
- 2:15 p.m. **Refreshment Break**
- 2:30 p.m. **Four CRAS Tour (separate fee*)**
- 2:30 p.m. **Tampa Take on Transportation**
- 2:30 p.m. **Land Use Basics**
- 4:00 p.m. **Refreshment Break**
- 6:30 p.m. **Awards and Academy Graduation Dinner**

*see registration section at www.redevelopment.net – 2019 annual conference

Friday - October 18, 2018

- 7:00 a.m. **Continental Breakfast**
- 8:00 a.m. **CRA Ethics and Legal Workshops (included in three-day registration)**
- 9:15 a.m. **Refreshment Break**
- 9:30 a.m. **CRA Legislative and Auditing Workshops (included in three-day registration)**
- 11:00 a.m. **Armature Works Tour (separate fee)**
- 1:30 p.m. **Adjourn**

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE PROPER CRA OFFICIALS TO EXECUTE AN AGREEMENT WITH WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L., TO CONTINUE TO PROVIDE LEGAL SERVICES AS SPECIAL COUNSEL TO THE CRA

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo Weiss Serota Special Counsel, R-2019-CRA- Weiss Serota Special Counsel to CRA, Weiss Serota Signed Engagement Letter

To: Chair, Vice Chair and Board of Commissioners

From: Rickelle Williams, Executive Director

Date: October 7, 2019

Re: Request to engage Weiss Serota Helfman Cole & Bierman, P.L for Representation

Background

The Dania Beach Community Redevelopment Agency ("CRA") utilizes the services of Special Legal Counsel to provide advice related to the responsibilities and powers of the CRA under Chapter 163, Florida Statutes. The CRA seeks to engage Weiss Serota Helfman Cole & Bierman, P.L to represent the CRA for this purpose.

The CRA Board adopted the Fiscal Year 2020 Budget at a Special Meeting on September 12, 2019. The budget included a line item for legal services for an engagement with Weiss Serota Helfman Cole & Bierman, P.L. After communicating with Tom Ansbro, CRA Attorney, it was determined that the upcoming reorganization of the City of Dania Beach legal department, which provides services to the CRA, would consist of a new Assistant City Attorney that will focus on land-use and code enforcement matters. As such, the CRA will continue to need the services of Weiss Serota Helfman Cole & Bierman, P.L to primarily handle legal matters related to the Commercial Property Improvement Grant program.

Recommendation

Approval to engage Weiss Serota Helfman Cole & Bierman, P.L for representation.

Attachments

Resolution

Engagement Letter

RESOLUTION NO. 2019-CRA-022

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CRA OFFICIALS TO EXECUTE AN AGREEMENT WITH WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L., TO CONTINUE TO PROVIDE LEGAL SERVICES AS SPECIAL COUNSEL TO THE CRA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Weiss, Serota, Helfman, Cole & Bierman, P.L. (the “Firm”) provides specialized professional legal services as Special Counsel to government agencies; and

WHEREAS, the CRA deems it in its best interest to continue to retain the Firm as Special Counsel to the CRA; and

WHEREAS, the Firm proposes to provide these services at the rates set forth in the attached engagement letter;

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 this reference.

Section 2. That the CRA authorizes an engagement letter agreement to be executed with the Firm by the proper CRA officials, a copy of which Agreement is attached as Exhibit “A”, and made a part of and incorporated into this Resolution by this reference for such services; provided, however that no agreement will be effective unless and until it has been executed by all parties.

Section 3. That the CRA is authorized to encumber up to Ten Thousand Dollars (\$10,000.00) to pay for these services, as needed, in Fiscal Year 2019-2020.

Section 4. That the CRA Executive Director and CRA Attorney are authorized to make minor revisions to the engagement letter as are deemed necessary and proper for the best interests of the CRA.

Section 5. That funding for legal services is planned and is in the Community Redevelopment Agency budget for Fiscal Year 2019-2020 in the Professional Services Legal Account 106-52-01-552-31-20.

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 October 7, 2019.

ATTEST:

THOMAS SCHNEIDER, CMC
CRA CLERK

LORI LEWELLEN
CHAIR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CRA ATTORNEY



WEISS SEROTA HELFMAN COLE & BIERMAN

AT THE CROSSROADS OF BUSINESS, GOVERNMENT & THE LAW

JAMIE A. COLE
MEMBER
BROWARD MANAGING DIRECTOR
jcole@wsh-law.com

September 25, 2019

VIA E-Mail (kweekes@daniabeachfl.gov)

Rickelle Williams
CRA Executive Director
Dania Beach Community Redevelopment Agency
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

Re: Legal Services

Dear Ms. Williams:

We are pleased that you wish to engage our Firm to perform legal services for the Dania Beach Community Redevelopment Agency ("Agency") for fiscal year October 1, 2019 through September 30, 2020. From our experience, we have found that clients appreciate a frank and open discussion and understanding of the services that we will perform and the basis upon which they will be expected to pay for those services.

This letter is intended to set forth our understanding as to the nature and scope of the legal services we have agreed to render for you, the amount of our fees for those services, the manner in which our fees for those services shall be determined and the terms upon which you will make payment.

1. Nature of Legal Services. You have engaged us to serve as Special Counsel to the Agency.
2. Fees for Services You will be charged and agree to pay for our services at the discounted blended rate of \$200.00 per hour of attorney time; provided, however, that if the CRA will be reimbursed for any of our work by applicants, developer or other third parties, the rate will be \$350.00 per hour of attorney time. Paralegal time will be billed at the rate of \$100.00 per hour. It is our practice to charge for actual time expended on your behalf, but not less than 2/10ths of an hour for each activity.

3. Costs. In addition to the fees discussed in paragraph 2, we anticipate that certain expenses may be incurred and advanced on your behalf. These expenses may include filing fees, recording costs, out-of-town travel expenses, delivery charges, long distance telephone charges, photocopies (xerox), special postage (express mail, certified mail and the like), computer research charges, court reporter expenses (including cost of transcript and court reporter's fee for attendance), court costs (such as filing fees, service of process, newspaper publication costs, subpoena costs, witness fees, recording fees, etc.), accounting and appraisal fees, fees and expenses of experts necessary to assist in the preparation and hearing of your case, investigation costs, word processing fees, computer charges and applicable lobbyist registration fees. In addition to our fees for legal services, you agree to pay us for such out-of-pocket expenditures. In the event unusually large costs or advances are anticipated, we reserve the right to require an additional cost deposit from you prior to undertaking the expenditures of funds on your behalf.

4. Payment of Fees and Costs. Our invoices will be submitted to you on a monthly basis and each invoice will be due and payable when rendered. You must understand that if any invoice remains unpaid for more than 30 days after it is rendered, we reserve the right, in our discretion (subject to court approval, if necessary), to cease to provide further legal services to you. You will, however, be liable to us for the payment of any fees earned and any costs incurred by us to that time, together with any applicable taxes. In the event we are ultimately required to bring suit to collect any unpaid fees and costs, you understand that you will be required to pay reasonable attorneys' fees as well as legal interest on the amount of any fees and costs due us. You further understand that we have the right to retain any and all files, papers and other property coming into our possession in connection with our engagement without any liability to you until we have been paid all costs, fees and interest due us under this agreement. You also agree to the imposition of a charging lien for any monies due us on all real and personal property that is preserved, protected or obtained as a result of the representation undertaken herein. Interest at the rate of 12% per annum will be added to any invoice, which remains unpaid for more than 30 days after it is rendered.

5. Withdrawal from Representation. We reserve the right to withdraw from representing you if you have misrepresented or failed to disclose material facts to us, or if we disagree about the course of action which should be pursued.

6. Representation of Other Clients. We are bound by rules of legal ethics not to represent any client if the representation of that client will be directly adverse to the interests of another client unless each such client consents to such representation after consultation. If this letter is addressed to more than one person, your signature of this

Rickelle Williams, Dania Beach CRA Executive Director
September 24, 2019
Page 3 of 3

letter will constitute such consent from each of you with respect to the matter or matters specifically described in the paragraph of this letter entitled "Nature of Legal Services."

As you know, the Firm represents the City of Dania Beach on various matters. You recognize and acknowledge that by signing this letter, you will be deemed to have waived any potential conflict of interest in our representation of the City of Dania Beach.

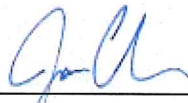
7. Fees for Other Services. In the event you ask us to render legal services with respect to other matters, in the absence of a written agreement specifically addressing that representation, the other matters will be handled on an hourly basis, and fees and costs will be payable under the same terms and conditions as provided for in paragraph 2 of this letter.

8. Commencement of Representation. If the foregoing is agreeable to you, please acknowledge your understanding and agreement by signing this letter and delivering it to us, together with payment of the retainer and/or cost deposit set forth above, if any.

We appreciate your confidence in our Firm and we assure you that we will make every effort to perform our services in a prompt and efficient manner.

Very truly yours,

WEISS SEROTA HELFMAN
COLE & BIERMAN, P.L.

By: 
Jamie A. Cole

AGREED AND ACCEPTED on September 27, 2019.

DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

By: 
Rickelle Williams
CRA Executive Director

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE PROPER CRA OFFICIALS TO EXECUTE AN AGREEMENT WITH SAUL EWING ARNSTEIN & LEHR LLP TO CONTINUE TO PROVIDE LEGAL SERVICES AS SPECIAL COUNSEL TO THE CRA

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo Saul Ewing Arnstein and Lehr, R-2019-CRA- Saul Ewing Arnstein and Lehr Special Counsel to CRA, Signed Engagement Letter

To: Chair, Vice Chair and Board of Commissioners

From: Rickelle Williams, Executive Director

Date: October 7, 2019

Re: Request to engage Saul Ewing Arnstein & Lehr LLP for representation

Background

The Dania Beach Community Redevelopment Agency ("CRA") utilizes the services of Special Legal Counsel to provide advice related to the responsibilities and powers of the CRA under Chapter 163, Florida Statutes. The CRA seeks to engage Saul Ewing Arnstein & Lehr LLP to represent the CRA for this purpose.

The CRA Board adopted the Fiscal Year 2020 Budget at a Special Meeting on September 12, 2019. The budget included a line item for legal services for an engagement with Saul Ewing Arnstein & Lehr LLP. After communicating with Tom Ansbro, CRA Attorney, it was determined that the upcoming reorganization of the City of Dania Beach legal department, which provides services to the CRA, would consist of a new Assistant City Attorney that will focus on land-use and code enforcement matters. As such, the CRA will continue to need the services of Saul Ewing Arnstein & Lehr LLP to primarily handle legal matters related to the At Home Dania Beach residential revitalization program and the City Center Redevelopment project.

Recommendation

Approval to engage Saul Ewing Arnstein & Lehr LLP for representation.

Attachments

Resolution

Engagement Letter

RESOLUTION NO. 2019-CRA-023

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CRA OFFICIALS TO EXECUTE AN AGREEMENT WITH SAUL EWING ARNSTEIN & LEHR LLP TO CONTINUE TO PROVIDE LEGAL SERVICES AS SPECIAL COUNSEL TO THE CRA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Saul Ewing Arnstein & Lehr LLP (the “Firm”) provides specialized professional legal services as Special Counsel to government agencies; and

WHEREAS, the CRA deems it in its best interest to continue to retain the Firm as Special Counsel to the CRA; and

WHEREAS, the Firm proposes to provide these services at the rates set forth in the attached engagement letter;

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 are made a part of and are incorporated into this Resolution by reference.

Section 2. That the CRA authorizes the engagement letter to be executed with the Firm by the proper CRA officials, a copy of which letter is attached as Exhibit “A”, and made a part of and incorporated into this Resolution by this reference for such services; provided, however it will become effective only when it has been executed by all parties.

Section 3. That the CRA is authorized to encumber up to Twenty Five Thousand Dollars (\$25,000.00) to pay for these services, as needed, in Fiscal Year 2019-2020.

Section 4. That the CRA Executive Director and CRA Attorney are authorized to make minor revisions to the engagement letter as are deemed necessary and proper for the best interests of the CRA.

Section 5. That funding for legal services is planned and is in the Community Redevelopment Agency budget for Fiscal Year 2019-2020 in the Professional Services Legal Account 106-52-01-552-31-20.

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 October 7, 2019.

ATTEST:

THOMAS SCHNEIDER, CMC
CRA CLERK

LORI LEWELLEN
CHAIR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CRA ATTORNEY

SAUL EWING
ARNSTEIN
& LEHR^{LLP}

James C. Brady

Phone: 954.713.7618

james.brady@saul.com

www.saul.com

September 18, 2019

VIA E-MAIL and VIA REGULAR MAIL

Rickelle Williams, Executive Director
Dania Beach Community Redevelopment Agency
100 W. Dania Beach Boulevard
Dania Beach, FL 33004-3843
rwilliams@daniabeachfl.gov

Re: Representation of Dania Beach Community Redevelopment Agency

Dear Ms. Williams:

SAUL EWING ARNSTEIN & LEHR 2019/2020 ENGAGEMENT LETTER

Thank you for giving Saul Ewing Arnstein & Lehr LLP (the "Firm" or "SEA&L") the continued opportunity to represent Dania Beach Community Redevelopment Agency (the "Client" or "you"). The Rules of Professional Conduct, which govern the activities of lawyers, and the Firm's internal guidelines, recommend that we establish the terms of the engagement at the outset of our work. The purpose of this letter is to comply with those recommendations and to set forth the terms under which we will provide legal services to the Client.

Scope Of Services: The Firm will provide the following services to the Client (the "Engagement"):

General advice regarding client's responsibilities and powers under Chapter 163, Florida Statutes.

Our sole client in this Engagement is the entity identified as the Client in the first paragraph of this letter. Our agreement to represent the Client is not an agreement to represent any affiliates or related individuals or any officers, directors, partners, members, shareholders, employees, independent contractors or agents of the Client, unless we have specifically agreed to do so elsewhere in this letter or by separate written agreement.

Standard Terms Of Engagement: Enclosed for your review is a copy of our Standard Terms Of Engagement, which describes in greater detail the basis upon which we provide

200 E. Las Olas Blvd. ♦ Suite 1000 ♦ Fort Lauderdale, FL 33301
Phone: (954) 713-7600 ♦ Fax: (954) 713-7700

DELAWARE FLORIDA ILLINOIS MARYLAND MASSACHUSETTS NEW JERSEY NEW YORK PENNSYLVANIA WASHINGTON, DC

A DELAWARE LIMITED LIABILITY PARTNERSHIP

SAUL EWING ARNSTEIN & LEHR^{LLP}

Ms. Rickelle Williams, Executive Director

September 18, 2019

Page 2

services to our clients. This letter and the Standard Terms Of Engagement together comprise the terms of the Engagement. To the extent that the terms of this letter and those of the Standard Terms Of Engagement are inconsistent, the terms of this letter will control. I ask that you review both carefully and contact me if you have any questions about them or our relationship.

Applicability To Future Engagements: The terms and conditions of our representation contained in this letter and in the accompanying copy of our Standard Terms Of Engagement shall also apply to any future engagement, unless we send a separate engagement letter for such future engagement which may include different terms and updated Standard Terms Of Engagement. With respect to any such future engagement, the Firm will conduct a conflicts check, if appropriate.

Fees & Costs: Our fees will be determined by multiplying the time expended by our attorneys and legal assistants by applicable hourly rate of \$300.00. Although staffing may change depending on what happens, the lawyers we anticipate working on the Engagement are James C. Brady and Keith L. Williams. In addition to legal fees, Client will also be responsible for any costs incurred or disbursements made in connection with the Engagement. Please see the accompanying Standard Terms Of Engagement for more detail.

Bills: Invoices for services will be sent to the attention of Rickelle Williams in the form of a monthly invoice. Payment is expected net 30 days. This will confirm that Client consents to our deferring or ceasing work on Client's behalf and to our withdrawal as counsel on this or any other matter in which we represent Client if payment is not received within 60 days of the invoice date or if Client's conduct causes us to conclude that we should withdraw as counsel under any circumstance permitted or required by the Rules of Professional Conduct.

Conflicts of Interest: We have commenced a check for possible conflicts of interest and have not discovered any matters which we believe would raise a conflict of interest. If you are aware of any facts which may give rise to a conflict of interest, please contact us immediately.

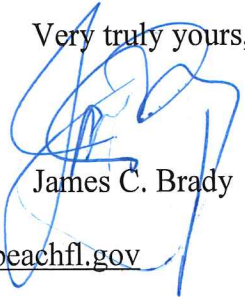
Advance Waiver: As you know, the Firm represents many companies and individuals. It is possible that during the course of the Engagement another client may have a dispute with or a matter adverse to the Client unrelated to the Engagement or any subsequent engagement for the Client. Such matters may include a real estate transaction or land use matter, a bankruptcy matter, a financing matter or business counseling or corporate matter, a patent or other intellectual property matter, a labor and employment matter or even an unrelated litigation matter, including litigation relating to an unrelated patent. This will confirm that the Client agrees that the Firm may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to the Engagement, even if the interests of such clients in those other matters are directly adverse to the Client. We agree, however, that the Client's prospective consent to conflicting representations contained in this paragraph will not apply in any instance where, as a result of our representation of the Client, we

SAUL EWING ARNSTEIN & LEHR^{LLP}

Ms. Rickelle Williams, Executive Director
September 18, 2019
Page 3

have obtained proprietary or other confidential information of a non-public nature that, if known to such other client, could be used in any such matter by such client to the Client's material disadvantage.

Very truly yours,



James C. Brady

JCB:jl

CC: Kathleen Weekes – kweekes@daniabeachfl.gov

Read and accepted this _____ day of September, 2019.

DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

By: 

Print Name: Rickelle Williams, Executive Director

STANDARD TERMS OF ENGAGEMENT FOR LEGAL SERVICES

**SAUL EWING
ARNSTEIN
& LEHR^{LLP}**

Thank you for selecting Saul Ewing Arnstein & Lehr LLP to represent the person(s) and entity(ies) identified in the accompanying engagement letter as the Client or Clients. Unless expressly modified by the letter accompanying these Standard Terms, or in some other writing entered into by mutual agreement, these terms constitute our agreement with each Client. If Client provides us with outside counsel guidelines or similar client prepared instructions, we agree that the Firm will within a reasonable amount of time consider same and respond as may be appropriate. The terms "Client", "Clients", "Engagement", and "Payor" should be interpreted as they may be defined in the letter accompanying these Standard Terms or, if not addressed therein, by their commonly accepted meanings. For simplicity, this document will refer to all Clients in the singular as Client. Please review these Standard Terms carefully and please bring any questions to our attention.

The Scope of Our Work

We will consult with Client about objectives and, when appropriate, the means of achieving them in accordance with available facts, applicable law and the Rules of Professional Conduct governing lawyers. We shall endeavor to keep Client advised of the status of Client's matters to the extent necessary to enable Client to make informed decisions. We will provide competent representation of Client's interests. Expressions on our part concerning the probable outcome of our representation will reflect our professional judgment, but are not guarantees, as they are limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

Confidentiality

We may obtain personal, business (including what may be proprietary information), and other information during the course of our representation, including from our meetings and conversations with Client or from documents or other information provided to us as a result of those meetings and conversations. We may also obtain personal information from others who were asked to give it to us (for example, another attorney or an accountant or other professionals whom Client requested cooperate with us). In certain circumstances, we may also obtain information from public records or other persons. Saul Ewing Arnstein & Lehr's policy is to follow the Rules of Professional Conduct that apply to lawyers and law firms such as ours. Those Rules prevent us and those working for us from revealing information relating to our representation unless the Client consents after consultation, except for disclosures that are implicit in the representation or otherwise required by law (for example, a court order or subpoena requiring such disclosure), or as necessary to enforce or defend the rights of Saul Ewing Arnstein & Lehr relating to legal services we provide to a client. Correspondingly, we strongly recommend that Client not disclose to third parties or post on social media the substance of our consultations since such conduct may destroy the attorney-client privilege. Finally, Client should consult with us prior to sending us any Protected Health Information as that term is understood under the Health Insurance Portability and Accountability Act (HIPAA) or any personal information covered by the European Union's General Data Protection Regulation (GDPR).

Who Will Provide the Legal Services

Subject to the supervision of the principal attorney handling Client's matters, our legal work, or parts of it, may be performed by other lawyers or legal assistants in the Firm. Such use of others may be for the purpose of involving lawyers or legal assistants with particular knowledge in a given area or for the purpose of otherwise providing service in the most efficient manner and on a timely basis.

Client Responsibilities

Client agrees to pay our invoices for services and expenses as provided in the letter accompanying these Standard Terms and set forth below. In addition, Client agrees to be candid and cooperative with us and to keep us informed with complete and accurate factual information, documents, and other communications relevant to the subject matter of our representation or otherwise reasonably requested by us or as may be required by law or court order. Because it is important that we be able to contact Client regarding our representation, Client agrees to inform us, in writing, of any changes in the name, address, telephone number, contact person, e-mail address, state of incorporation, or other relevant changes regarding Client's business. We recommend that client avoid using consumer cloud file storage and transfer sites, such as Dropbox or Google Drive, to transfer files to us. The Firm has a number of secure, encrypted mechanisms and virtual data rooms for file sharing and transfer that can serve in this capacity and provide an elevated level of protection. We also recommend that Client avoid using text messages to communicate with us because, among other things, of security and confidentiality concerns. In addition, if our engagement is about a personal matter or a matter in which Client's employer is a counterparty, we recommend that Client not use work email for communications with us and instead use a personal email address from a non-work computer. Whenever we need instructions or authorization in order to proceed with legal work on Client's behalf, we will contact Client at the latest contact information we have received. We agree that we may use non-encrypted email for Client communications unless the law requires or the Client specifically directs that we use encrypted email communications. If Client affiliates with, acquires, is acquired by, or merges with another company, Client agree to provide us with sufficient notice to permit us to evaluate whether we may need to withdraw from our representation if we determine that such affiliation, acquisition, or merger creates a conflict of interest between any of our current or future clients and the other party to such affiliation, acquisition, or merger, or if we determine that it is not in the best interests of our Firm to represent the new entity.

How Fees Will Be Set

We will keep reasonably accurate records of the time we devote to all aspects of our engagement, including, without limitation, conferences with the Client, witnesses, consultants, court personnel and others, conferences among our legal personnel, factual investigation, legal research and analysis, responding to any request to provide information to Client's auditors or to other third parties, drafting of letters, pleadings, briefs, contracts, and other documents, travel time, waiting time in court and time in depositions and other discovery proceedings, negotiations and related

matters. We record our time in units of tenths of an hour. Upon request, we will furnish the current hourly rates of the lawyers and legal assistants we expect will be working on Client's matters and an estimate of the amount of fees and costs likely to be incurred in connection with a particular matter. Because legal representation and fees are dependent on a number of factors, some of which are outside our control, any estimate is not, however, a maximum or fixed fee quotation unless specifically stated to be such. We will endeavor to keep Client apprised periodically of the level of fees incurred, if Client requests. While it is not our usual policy to accept representations on a fixed fee basis, we may do so with respect to certain specifically defined services. In those circumstances, the fixed fee arrangements will be expressed in writing setting forth the amount of the fee and the scope of the services to be provided. We also undertake representations on a contingent fee basis, if appropriate. Subject to the applicable Rules of Professional Conduct, any contingent fee arrangement will be expressed in writing stating the method by which the fee is to be determined, including, in litigation matters, the percentage or percentages that will accrue to us in the event of settlement, trial or appeal, and whether litigation or other expenses are to be deducted before or after the fee is calculated. Upon conclusion of a contingent fee matter, we will provide Client with a written statement showing the remittance, if any, and the method of its determination.

Expenses

Generally, we may pay on Client's behalf a variety of expenses arising in connection with legal services, provided such expenses, individually and in the aggregate, are in a reasonable amount. These expenses will be billed to Client, normally on a monthly basis after receipt of invoices from service providers. However, significant expenses will be referred directly to Client for payment unless special arrangements are made. Some examples of expenses that may arise in connection with legal services are filing fees, deposition and transcript costs, witness fees, charges by outside experts and consultants, as well as other legal counsel, travel expenses, and express mail and courier services. All such costs, whether paid by us, are incurred by us as Client's agent, and Client agrees that these costs will be paid promptly on a regular basis. Client also agrees to pay promptly, on a regular basis, all expenses incurred by us internally, such as electronic document hosting and review as well as automated document production expenses, computerized legal research charges, staff overtime costs and reproduction costs. Certain of our items may be charged at our direct cost plus a reasonable allocation of overhead expenses directly associated with the items. For example, the volume of litigation discovery materials to be processed and reviewed has increased substantially in recent years, as have e-discovery costs. Saul Ewing Arnstein & Lehr has therefore contracted with an experienced e-discovery vendor to pay a flat fee per month for processing, hosting and storing electronic documents for cases falling within certain parameters (such as the amount of data, number of custodians, etc.). This arrangement permits us to offer Clients e-discovery services at below market prices. However, the flat-fee arrangement makes a dollar-for-dollar pass-through impossible to calculate. Thus, unless Client chooses to use another vendor, Saul Ewing Arnstein & Lehr will charge an amount based on usage, including a reasonable allocation for overhead. This will permit Client to achieve a savings over typical e-discovery costs. If in connection with our engagement we are required to form a business entity or obtain certifications or copies of documents from state offices, we may obtain those services from a company which is owned by Saul Ewing Arnstein & Lehr, such as ATA Corporate Services, LLC or ATA of Maryland, Inc. (collectively, "ATA"). ATA provides the same services available from competing commercial service providers at a competitive cost (generally lesser) to our clients. It is Client's choice as to which service provider we use. In the absence of any direction, we will most likely use ATA.

Billing

Detailed billing information will be provided upon request. We reserve the right to charge 1% per month interest (or such other rate as may be permitted under applicable law) on any bill outstanding more than 30 days. If a delinquency continues and Client does not arrange payment terms satisfactory to us, we may pursue collection of Client's account and, sub-

ject to applicable law, we may withdraw from the Client representation. Client agrees to pay the costs of collecting any such delinquency, including court costs and reasonable attorneys' fees. We reserve the right to decline requests for an early payment discount. We also reserve the right to charge as a cost an amount equal to any fee we must pay if Client chooses to pay us by credit card.

Estimates Of Fees And Costs

Although we may be able to provide an estimate of our fees for the Engagement, we are not able to predict them with precision. This is because the work necessary to complete the Engagement is subject to a variety of factors not fully under our control. In transactional matters, such factors may include the following: problems relating to satisfaction of closing requirements, such as title or survey issues; the extent of negotiations and of changes in the transaction documents; and the diligence of opposing counsel in completing those tasks for which it is responsible. In litigation matters, such factors may include the following: the extent and nature of discovery sought by the other parties involved; the number of, and extent of preparation required for, witnesses; the timing of any settlement discussions; the need to file motions or to respond to those filed by another party; and, the discovery and schedules established by the court. Also, it is our experience that near or at the date scheduled for trial, cases are often postponed for significant periods of time due to conflicts in scheduling encountered by the court; thus necessitating additional costs to re-prepare for trial at a later date. Should a matter go to judgment or final decision, there may be post-judgment proceedings or an appeal may ensue, entailing additional fees and expenses, postponing the final resolution of the matter and perhaps even requiring a retrial of the matter. In addition, if the case is protracted or if the issues change, the legal personnel providing legal services may have to change, possibly resulting in additional time as new personnel acquaint themselves with the relevant facts and law. Thus, depending upon the circumstances of the Engagement, the assumptions underlying our estimate of fees may change over time.

Aspects Of Third Party Payor Engagements

The Firm's professional duties and responsibilities will be unaffected by a third party payor. Examples of a Third Party Payor engagement include those undertaken pursuant to a policy of insurance or because another company or person has agreed to pay the legal fees and costs on Client's behalf. In such a situation, unless separate arrangements have been made with the Firm, the Firm shall represent Client solely with regard to covered claims (that is, claims for which the insurer or other payor has agreed to advance fees and costs) and subject to any reservations of rights letter from the Payor. In the event that a dispute arises between the Client and the Payor regarding the Payor's obligations to the Client or any other matter, Saul Ewing Arnstein & Lehr LLP will not be able to represent the Client in that dispute, nor will we be able to represent the Payor in any such dispute with Client. If we become aware of a possible dispute regarding the Payor's obligations to Client, we will notify Client of that fact so that Client may seek separate counsel as to that matter. Client should understand we may be required to make regular reports to the Payor concerning the Engagement. Such reports may include information regularly developed in the course of the Engagement, unless for some reason Client specifically instructs us not to forward some confidential information to the Payor. Such an instruction may, depending on the terms of the agreement between Client and Payor, affect the Payor's obligation to indemnify Client and/or to pay Client's legal fees and costs. We will consult and confer with Client concerning all material developments in the engagement including, in litigation matters, any settlement opportunities. Client should be aware that the Payor may have the contractual right to settle a litigation or other form of disputed matter. Should the Payor decide to avail itself of such a contractual right, we would inform Client of that fact before taking any final action.

Aspects Of Multiple Client Engagements

In situations where we are asked to represent a number of Clients as a group, we recommend that each Client consult separate counsel to represent that Client's individual interests with respect to that Client's individu-

al current or potential issues. We particularly urge Client to consult separate counsel concerning any matter in which Client perceives that Client's interests may conflict with the interests of the other Clients. We also expect and encourage Client to consult with such individual counsel at any time and on any matter on which Client wishes to receive specific and individually tailored advice. We will provide information regarding the Engagement to such individual counsel, as part of our services to the group of Clients. We also expect that any such counsel will assist in identifying conflicts that may arise in the course of our work and inform us appropriately, and we will advise such member of the group of Clients with respect to such conflicts. Our work in this Engagement is to represent all of the members of the group of Clients as a group collectively. Consequently, we will not promote or advocate the interests of any one or more of the Clients individually. As mentioned in the accompanying letter, there may be issues related to the Engagement that would affect one or more Clients differently due to that Client's unique circumstances (of which Saul Ewing Arnstein & Lehr may or may not be aware); and, where conflicts or disparate interests arise, it may be necessary or appropriate for any of the Clients to engage separate counsel on an individual basis. While we will try to explain the significance and effect of the material issues to all Clients, we may not know facts specific to any one of the Clients and therefore may not realize that such explanations might be warranted in particular circumstances. We will, however, endeavor to keep all Clients informed on a regular basis about our work for the entire group of Clients.

Additional Disclosure

The Rules of Professional Conduct for attorneys are restrictive as to the disclosure of confidential client information. It is specifically agreed that the Firm shall be and is hereby granted all general, possessory, and retaining liens and all equitable, special and attorney's charging liens upon Client's interest both in any balance due, owing and unpaid at the conclusion of the case or the termination of the Firm's employment, whichever event is first, as well as in all other assets the Client may have. Such lien(s) shall relate back to the beginning of the Engagement and shall be superior in dignity to any other lien subsequent to the date thereof. This Agreement may be disclosed by and to the Court, and the Firm shall be entitled to file a Notice and Claim of Attorney's Charging Lien, and a Notice of Lis Pendens with regard to Client's interest in any real property upon which a lien may be claimed. Notwithstanding any specific right or remedy set forth herein, these remedies shall not be exclusive and shall be cumulative upon all other rights and remedies set forth herein or allowed by this Engagement or by law.

It is possible that we may wish to place a brief summary of a matter or matters involving our representation of Client in our advertising materials. If we do, we will not use Client's name without prior approval and we will not reveal confidential client information. If Client does not wish to consent to this, or if there are any questions, please let us know as soon as possible.

Sometimes, we are asked to disclose whether we represent clients in a given industry or market segment as part of the process of being retained by a new client. Client agrees that we may disclose our representation herein on condition that no confidential information about our representation of Client is disclosed.

Conclusion of Representation; Retention and Disposition of Documents

Unless previously terminated, our representation of Client will terminate upon our completion of currently outstanding assignment(s) or delivery of final documents for execution. At Client's request, Client's papers and property will be returned upon receipt of payment for outstanding fees and costs. Upon a conclusion of a representation, we will return original files to Client. Any materials maintained in electronic document management systems may, at our sole decision, be deleted after the conclusion of the representation. Our own files pertaining to the matter may be retained by the Firm. These Firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as

drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. All such documents retained by the Firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, subject to applicable law, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

Firm's Right to Consult Internal Counsel

The Firm's lawyers from time to time may have questions about legal and ethical matters relating to the representation of our clients. When such questions arise, we encourage the lawyers to consult our internal General Counsel and Deputy General Counsel. We believe that such consultation benefits both our clients and the Firm. For this consultation to be most effective, our lawyers must be completely open and candid in their communications with the Firm's counsel. It is therefore important that these communications be privileged and confidential and not be available to third parties, including clients whose representation may be the subject of the communication. To avoid any question in this regard, Client consents and agrees that our lawyers involved in a representation for Client may consult with the Firm's internal General Counsel and Deputy General Counsel and that any such communication, even at a time when we continue to represent Client, will be treated as confidential in this way and subject to the Firm's attorney-client privilege.

Termination

Client may terminate our representation at any time, with or without cause, by notifying us. If such termination occurs, Client's papers and property will be returned promptly after our receipt of payment for all fees and expenses. Our own files pertaining to the matter may be retained by us. Client's termination will not affect Client's responsibility for payment of legal services rendered and expenses paid or incurred on Client's behalf before we receive Client's notice of termination and in connection with an orderly transition of the matter. The Rules of Professional Conduct governing lawyers list several types of conduct or circumstances that require or allow us to withdraw from representing Client, including, for example, non-payment of fees or costs, misrepresentation or failure to disclose material facts, actions contrary to our advice, and conflict of interest with another client. We try to identify in advance and discuss any situations which may lead to our withdrawal. In any event, if withdrawal becomes necessary or prudent, we will give Client reasonable notice of that fact. If we elect or are asked to withdraw, Client agrees to cooperate with us by executing any documents necessary to evidence the termination of our representation, in court or otherwise, and we will be entitled to be paid for all legal services rendered and expenses paid or incurred on Client's behalf before withdrawal and in connection with the orderly transition of the matter. If any claim or action is brought against us or any personnel of our Firm and such claim arises from Client's negligence or misconduct (for example, a motion for sanctions for failure to provide discovery), Client agrees to hold us harmless and indemnify us for all damages and expenses incurred.

Right to Arbitrate

If Client has questions about the amount of our fee, please discuss them with the principal attorney contact. In the event of a fee dispute which is not resolved, Client has the right to request arbitration under supervision of the state or local bar association for the jurisdictions in which we practice. However, we also have the right to pursue collection of Client's account in an appropriate court.

We suggest that you retain these Standard Terms and refer to it if you have questions.

**SAUL EWING
ARNSTEIN
& LEHR** LLP

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION RECOMMENDING PROJECT MAGIC BE APPROVED FOR A DIRECT CASH/JOB CREATION INCENTIVE GRANT AS A MATCH FOR THE BROWARD COUNTY DIRECT CASH/JOB CREATION INCENTIVE PROGRAM PURSUANT TO SECTION 9½-52, BROWARD COUNTY CODE OF ORDINANCES; PROVIDING FOR A COMMITMENT TO APPROPRIATE THE TOTAL SUM OF TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$225,000.00) FOR A DIRECT CASH/JOB CREATION INCENTIVE GRANT FOR FISCAL YEARS 2022 THROUGH 2030

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo Project Magic Direct Cash Job Creation Incentive Match, R-2019-CRA-024 Project Magic Direct Cash Job Creation Incentive Grant, Exhibit A - R-2019-CRA-020 Project Magic Approval as Qualified Target Industry Busine..., Exhibit B - QTI Payout Schedule - Project Magic, Exhibit C - Broward County Resolution No. 2019-426, Exhibit D - Payout Schedule Direct Cash Job Creation Incentive Grant, Project Outline, IMPLAN Project Magic Total Impact Summary

To: Chair, Vice Chair and Board of Directors
From: Rickelle Williams, Executive Director
Date: October 7, 2019
Re: **Project Magic: Broward County Direct Cash/Job Creation Incentive Program Matching Grant**

Redevelopment Plan (adopted 2015):

- Redevelopment Goal 4: To Attract Targeted New Industries and Retain and Expand Core Industries
- The CRA has an opportunity due to its locational advantages adjacent to Port Everglades and Fort Lauderdale-Hollywood International Airport, which is also partially located within the City of Dania Beach, to attract and grow several industries within the CRA. (p. 79)
- Development and Improvement Incentives: The programs in this subsection are designed to directly stimulate and support private investment in new real estate development, property improvements, new businesses, increased business activity, and as a result thereof creation of new jobs. These programs are needed to eliminate and prevent blighting conditions. (p. 81)
- Direct Financial Incentives to Generate New Private Development - The CRA shall be empowered to financially subsidize commercial, residential, and mixed-use private development projects, including but not limited to, direct grants, and the sale of real estate owned by the CRA at a discounted price. (p. 81)

Background

Project Magic is a transportation and logistics company, seeking to relocate to the Dania Beach Community Redevelopment Area at the Dania Pointe site bringing 225 high wage jobs at one hundred fifty percent (150%) of the Broward County average annual wage and an estimated capital investment of \$173,420,000 for a new headquarters and operations facility. In order to finalize the relocation, the project required economic development incentives in the form of local support from the public sector.

At the September 10, 2019 CRA Board meeting, the CRA Board recommended approval of Project Magic as a Qualified Target Industry Business under the Qualified Target Industry Tax Refund Program and as a Qualified Target Industry High-Impact Sector Business under the High-Impact Sector Tax Refund Bonus Program with a Brownfield Redevelopment Bonus Refund by Resolution No. 2019-CRA-020. This provided for the necessary commitment of local financial support from the CRA for Project Magic as a Qualified Target Industry Business under the Qualified Target Industry Tax Refund Program and the High-Impact Sector Tax Refund Bonus Program in the total amount of One Hundred Thirty Five Thousand Dollars (\$135,000.00), for fiscal years 2023 through 2030.

Current Situation

Broward County also committed to provide One Hundred Thirty Five Thousand Dollars (\$135,000.00) as local financial support for Project Magic as a Qualified Target Industry Business and as a Qualified Target Industry High-Impact Sector Business with a Brownfield Redevelopment Bonus Refund by Resolution No. 2019-426. As

Project Magic was also seeking local tax abatements as an additional incentive beyond the initial level of local financial support, Broward County instead offered a Direct Cash/Job Creation Incentive under its Direct Cash/Job Creation Incentive Program. This authorized a Direct Cash Job/Creation Incentive for Project Magic pursuant to Section 9½-52, Broward County Code of Ordinances in the amount of Two Hundred Twenty Five Thousand Dollars (\$225,000.00) for the period of Fiscal Years 2022 through 2030, subject to a commitment of a match of the County's Direct Cash/Job Creation Incentive from the CRA in the amount of Two Hundred Twenty Five Thousand Dollars (\$225,000.00) for Fiscal Years 2022 through 2030 to be paid directly to Project Magic.

Fiscal Impact

The total impact over nine fiscal years (2022 to 2030) is Two Hundred Twenty Five Thousand (\$225,000.00). Future funding will be proposed in each Fiscal Year's budget as appropriate, from Fiscal Year 2022 through 2030 in the Redevelopment Initiatives Account 106-52-08-552-21-52.

Recommendation

Approve the Direct Cash/Job Creation Incentive Grant match in the amount of Two Hundred Twenty Five Thousand (\$225,000.00) for Project Magic for the period of Fiscal Years 2022 through 2030.

Attachments

Resolution-2019-CRA-024

Exhibit A – Resolution-2019-CRA-020

Exhibit B – CRA QTI Payout Schedule

Exhibit C – Broward County Resolution No. 2019-426

Exhibit D –CRA Payout Schedule Direct Cash Job Creation Incentive Grant

Project Outline

IMPLAN

RESOLUTION NO. 2019-CRA-024

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA, RECOMMENDING PROJECT MAGIC BE APPROVED FOR A DIRECT CASH/JOB CREATION INCENTIVE GRANT AS A MATCH FOR THE BROWARD COUNTY DIRECT CASH/JOB CREATION INCENTIVE PROGRAM PURSUANT TO SECTION 9½-52, BROWARD COUNTY CODE OF ORDINANCES; PROVIDING FOR A COMMITMENT TO APPROPRIATE THE TOTAL SUM OF TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$225,000.00) FOR A DIRECT CASH/JOB CREATION INCENTIVE GRANT FOR FISCAL YEARS 2022 THROUGH 2030; PROVIDING FOR CONFLICTS; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Dania Beach Community Redevelopment Agency Plan (the “Plan”) was adopted in 2015 and includes the Redevelopment Goal to Attract Targeted New Industries and Retain and Expand Core Industries; and

WHEREAS, the Plan allows for direct financial incentives to generate new private development and empowers the CRA to financially subsidize commercial, residential, and mixed-use private development projects, including but not limited to direct grants; and

WHEREAS, the corporation referred to as Project Magic, for the purpose of this Resolution, has requested that the Dania Beach Community Redevelopment Agency (“CRA”) maintain the confidentiality of its name and business information pursuant to Florida Statutes, Section 288.075; and

WHEREAS, Project Magic, the business under consideration, is a transportation and logistics company considering relocating and expanding its operations into the Community Redevelopment Area of the City of Dania Beach, Florida to include its corporate headquarters and operations facility at Dania Pointe, which is a 102-acre mixed-use development site; and

WHEREAS, Project Magic anticipates creating approximately two hundred twenty-five (225) new jobs at an average annual salary of Seventy Eight Thousand Eight Hundred Fifty-Four Dollars (\$78,854.00), which is one hundred fifty percent (150%) of the Broward County average annual wage; and

WHEREAS, Project Magic has been identified as a Qualified Target Industry Business and, moreover, falls within one of the high-impact sectors designated under Section 288.108,

Florida Statutes, and is eligible to apply for the Qualified Target Industry Tax Refund with a High-Impact Sector Bonus, pursuant to Florida Statutes, Section 288.106; and

WHEREAS, Project Magic intends to locate in the Dania Beach Community Redevelopment Area at Dania Pointe, which is a 102-acre mixed-use development site located between Interstate 95 to the west, Bryan Road to the east and Stirling Road to the south; and

WHEREAS, this site is in a Designated Brownfield Area within the City of Dania Beach, specifically known as the Dania Beach Brownfield Area ID BF060801000; and

WHEREAS, as a result of this location, Project Magic is eligible to apply for the Qualified Target Industry Tax Refund with a Brownfield Bonus, pursuant to Section 288.107, Florida Statutes; and

WHEREAS, Project Magic, as the Applicant, is eligible for the local financial support exemption option of the Brownfield Redevelopment Bonus Refund Program authorized under Section 288.106, Florida Statutes, and desires to exercise that option; and

WHEREAS, at the September 10, 2019 CRA Board meeting, the CRA Board recommended approval of Project Magic as a Qualified Target Industry Business under the Qualified Target Industry Tax Refund Program and as a Qualified Target Industry High-Impact Sector Business under the High-Impact Sector Tax Refund Bonus Program with a Brownfield Redevelopment Bonus Refund by Resolution No. 2019-CRA-020; and

WHEREAS, Resolution No. 2019-CRA-020 is attached as Exhibit “A” and made a part of and incorporated into this Resolution by this reference; and

WHEREAS, Resolution No. 2019-CRA-020 provided for the necessary commitment of local financial support from the CRA for Project Magic as a Qualified Target Industry Business under the Qualified Target Industry Tax Refund Program and the High-Impact Sector Tax Refund Bonus Program in the total amount of One Hundred Thirty Five Thousand Dollars (\$135,000.00), for fiscal years 2023 through 2030, per the attached Exhibit “B” which is incorporated and made a part of this Resolution by this reference, subject to the condition that Broward County commit for the same period to provide a match of local financial support for a Qualified Target Industry in the amount of One Hundred Thirty Five Thousand Dollars (\$135,000.00); and

WHEREAS, on September 24, 2019, Broward County Board of County Commissioners recommended approval of Project Magic as a Qualified Target Industry Business and as a

Qualified Target Industry High-Impact Sector Business with a Brownfield Redevelopment Bonus Refund by Resolution No. 2019-426; and

WHEREAS, Resolution No. 2019-426 is attached as Exhibit “C” and made a part of and incorporated into this Resolution by this reference; and

WHEREAS, Broward County Resolution No. 2019-426 authorized a Direct Cash Job/Creation Incentive for Project Magic pursuant to Section 9½-52, Broward County Code of Ordinances in the amount of Two Hundred Twenty Five Thousand Dollars (\$225,000.00) for the period of Fiscal Years 2022 through 2030, subject to a commitment of a match of the County’s Direct Cash/Job Creation Incentive from the CRA in the amount of Two Hundred Twenty Five Thousand Dollars (\$225,000.00) for Fiscal Years 2022 through 2030 to be paid directly to Project Magic, per attached payout schedule attached as Exhibit “D” which is incorporated and made a part of this Resolution by this reference; and

WHEREAS, the CRA Board authorizes a Direct Cash/Job Creation Incentive Grant as a match for the Broward County Direct Cash/Job Creation Incentive Program for Project Magic for Fiscal Years 2022 through 2030;

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 recommends Project Magic to be approved for a Direct Cash/Job Creation Incentive Grant in the total amount of Two Hundred Twenty-five Thousand Dollars (\$225,000.00) for the period of Fiscal Years 2022 through 2030, to match Broward County's Direct Cash/Job Creation Incentive Program providing Two Hundred Twenty-five Thousand Dollars (\$225,000.00) for the same period, per the attached Exhibit “D” which is incorporated and made a part of this Resolution by this reference

Section 3. In furtherance of Project Magic’s request for approval, the CRA Board has determined that the basis of this proposed project’s private sector wage commitment calculation is one hundred fifty percent (150%) of the Broward County average annual wage.

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

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

PASSED and ADOPTED on October 7, 2019.

ATTEST:

THOMAS SCHNEIDER, CMC
CRA CLERK

LORI LEWELLEN
CHAIR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CRA ATTORNEY

RESOLUTION NO. 2019-CRA-020

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY ("CRA") OF THE CITY OF DANIA BEACH, FLORIDA, RECOMMENDING PROJECT MAGIC BE APPROVED AS A QUALIFIED TARGET INDUSTRY BUSINESS PURSUANT TO FLORIDA STATUTES, SECTION 288.106; AFFIRMING THE SITE OF THIS PROJECT IS IN A DESIGNATED BROWNFIELD AREA; PROVIDING FOR LOCAL FINANCIAL SUPPORT IN THE FORM OF CASH IN THE AMOUNT OF ONE HUNDRED THIRTY FIVE THOUSAND DOLLARS (\$135,000.00) FOR THE QUALIFIED TARGET INDUSTRY TAX REFUND WITH HIGH-IMPACT SECTOR BONUS AS THE CRA'S LOCAL MATCH FOR FISCAL YEARS 2023 THROUGH 2030; REQUESTING A WAIVER OF LOCAL FINANCIAL SUPPORT FOR THE BROWNFIELD BONUS PORTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the corporation referred to as Project Magic, for the purpose of this Resolution, has requested that the Dania Beach Community Redevelopment Agency ("CRA") maintain the confidentiality of its name and business information pursuant to Florida Statutes, Section 288.075; and

WHEREAS, Project Magic, the business under consideration, is a transportation and logistics company considering relocating and expanding its operations into the Community Redevelopment Area of the City of Dania Beach, Florida to include its corporate headquarters and operations facility at Dania Pointe, which is a 102-acre mixed-use development site; and

WHEREAS, Project Magic has been identified as a Qualified Target Industry Business and, moreover, falls within one of the high-impact sectors designated under Section 288.108, Florida Statutes, and is eligible to apply for the Qualified Target Industry Tax Refund with a High-Impact Sector Bonus, pursuant to Florida Statutes, Section 288.106; and

WHEREAS, Project Magic intends to locate in the Dania Beach Community Redevelopment Area at Dania Pointe, which is a 102-acre mixed-use development site between Interstate 95 to the west, Bryan Road to the east and Stirling Road to the south; and

WHEREAS, this site is in a Designated Brownfield Area within the City of Dania Beach, specifically known as the Dania Beach Brownfield Area ID BF060801000; and

WHEREAS, as a result of this location, Project Magic is eligible to apply for the Qualified Target Industry Tax Refund with a Brownfield Bonus; pursuant to Section 288.107, Florida Statutes; and

WHEREAS, Project Magic, as the Applicant, is eligible for the local financial support exemption option of the Brownfield Redevelopment Bonus Refund Program authorized under Section 288.106, Florida Statutes, and desires to exercise that option; and

WHEREAS, the Board of Directors of the Dania Beach Community Redevelopment Agency hereby acknowledges that local financial support of ten percent (10%) of the total tax refund is required under the provisions of Florida Statutes, Section 288.106, governing the State's Qualified Target Industry Tax Refund Program and will contribute local financial support in the form of cash for the Qualified Targeted Industry Tax Refund with High-Impact Sector Bonus;

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 recommends Project Magic to be approved as a Qualified Target Industry Business and a High-Impact Sector Business, both pursuant to Florida Statutes, Section 288.108.

Section 3. That the Dania Beach Community Redevelopment Agency requests a waiver of the local financial support required for the Brownfield Bonus, as authorized under the Qualified Target Industry Refund Program, pursuant to Florida Statutes, Section 288.106(2)(1).

Section 4. That the CRA Board recommends and approves the necessary commitment of local financial support for Project Magic as a Qualified Target Industry Business under the Qualified Target Industry Tax Refund Program and the High-Impact Sector Tax Refund Bonus Program in the total amount of One Hundred Thirty Five Thousand Dollars (\$135,000.00), for fiscal years 2023 through 2030, per the attached Exhibit "A" which is incorporated and made a part of this Resolution by this reference, subject to the condition that Broward County commit for the same period to provide a match of local financial support for a

Qualified Target Industry in the amount of One Hundred Thirty Five Thousand Dollars (\$135,000.00).

Section 5. The CRA's commitment for local financial support will be made available in accordance with the guidelines set forth by the Florida Department of Economic Opportunity with the stipulation that these funds are intended to represent local financial support pursuant to Section 288.106, Florida Statutes.

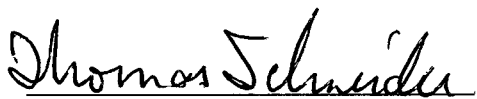
Section 6. In furtherance of Project Magic's request for approval, the CRA Board has determined that the basis of this proposed project's private sector wage commitment calculation is one hundred fifty percent (150%) of the Broward County average annual wage.

Section 7. That all resolutions or parts of resolutions in conflict with this Resolution shall be repealed to the extent of such conflict.

Section 8. That this Resolution shall be in full force and take effect immediately upon passage and adoption.

PASSED and ADOPTED on September 10, 2019.

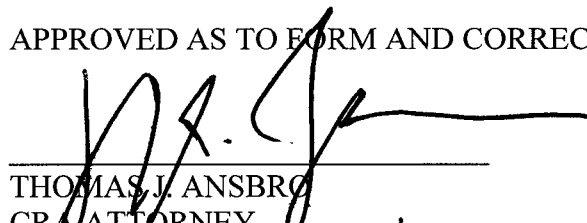
ATTEST:


THOMAS SCHNEIDER, CMC
CRA CLERK


LORI LEWELLEN
CHAIR

APPROVED AS TO FORM AND CORRECTNESS:




for THOMAS J. ANSBROSIO
CRA ATTORNEY


QTI Payout Schedule Project Magic

Number of Jobs
QTI Award Amount
Total QTI Refund

225
\$ 6,000
\$1,350,000

Input
Calculation

	12/31/2022	12/31/2023	12/31/2024	12/31/2025	12/31/2026	12/31/2027	12/31/2028	12/31/2029	12/31/2030	Total
Jobs	25	50	50	50	50	-	-	-	-	225

	12/31/2022	12/31/2023	12/31/2024	12/31/2025	12/31/2026	12/31/2027	12/31/2028	12/31/2029	12/31/2030	Total
Phase I		\$ 37,500	\$ 37,500	\$ 37,500	\$ 37,500					\$ 150,000
Phase II			\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000				\$ 300,000
Phase III				\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000			\$ 300,000
Phase IV					\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000		\$ 300,000
Phase V						\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 300,000
Total Refund Payment	\$ -	\$ 37,500	\$ 112,500	\$ 187,500	\$ 262,500	\$ 300,000	\$ 225,000	\$ 150,000	\$ 75,000	\$ 1,350,000

State Contribution (80%)	\$ -	\$ 30,000	\$ 90,000	\$ 150,000	\$ 210,000	\$ 240,000	\$ 180,000	\$ 120,000	\$ 60,000	\$ 1,080,000
Local Contribution (20%)		\$ 7,500	\$ 22,500	\$ 37,500	\$ 52,500	\$ 60,000	\$ 45,000	\$ 30,000	\$ 15,000	\$ 270,000
Local Contribution (10%)		\$ 3,750	\$ 11,250	\$ 18,750	\$ 26,250	\$ 30,000	\$ 22,500	\$ 15,000	\$ 7,500	\$ 135,000

Note: Refund payments are offset from the job creation by one year because the refund payment is made to the company after July 1 (the beginning of the state's fiscal year), the year following the job creation. For example, for jobs created 12/31/15, the refund payment would be made in July 2016.

Minimum Program Requirements (288,106, Florida Statutes)		
Criteria	Met	Unmet
Proposed annual average wage is at least 115% of local area or Statewide wage	X	
Creation of at least ten (10) jobs	X	
Expansion of a least ten percent (10%) net increase in jobs	X	
Targeted industry as approved by the legislature	X	

Project Characteristics and Waivers (288,106, Florida Statutes)		
Criteria	Yes	No
150% Average Wage Bonus \$4,000 per job	X	
200% Average Wage Bonus		
High Impact Sector Bonus (HQ) \$2,000 per job	X	
Port Bonus		
Local Financial Support Bonus		
Brownfield Area	X	
Enterprise Area		
Rural County		
Average Wage Waiver Requested		
Local Financial Support Waiver Requested		
Ad Valorem Tax Abatement OR Land Discount Used as Match		

QTI Payout Schedule Project Magic

Number of Jobs
QTI Award Amount
Total QTI Refund

225
\$ 6,000
\$1,350,000

Input
Calculation

	12/31/2022	12/31/2023	12/31/2024	12/31/2025	12/31/2026	12/31/2027	12/31/2028	12/31/2029	12/31/2030	Total
Jobs	25	50	50	50	50	-	-	-	-	225

	12/31/2022	12/31/2023	12/31/2024	12/31/2025	12/31/2026	12/31/2027	12/31/2028	12/31/2029	12/31/2030	Total
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Targeted industry as approved by the legislature	X	

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200% Average Wage Bonus		
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Port Bonus		
Local Financial Support Bonus		
Brownfield Area	X	
Enterprise Area		
Rural County		
Average Wage Waiver Requested		
Local Financial Support Waiver Requested		
Ad Valorem Tax Abatement OR Land Discount Used as Match		

RESOLUTION NO. 2019-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, RELATING TO ECONOMIC DEVELOPMENT; RECOMMENDING APPROVAL OF THE APPLICATION OF THE CORPORATION REFERRED TO AS PROJECT MAGIC, PURSUANT TO SECTION 288.075, FLORIDA STATUTES, AS A QUALIFIED TARGET INDUSTRY BUSINESS APPLICANT PURSUANT TO SECTION 288.106, FLORIDA STATUTES, WITH A BROWNFIELD REDEVELOPMENT BONUS REFUND PURSUANT TO SECTION 288.107, FLORIDA STATUTES, AND AS A QUALIFIED TARGET INDUSTRY HIGH-IMPACT SECTOR BUSINESS APPLICANT PURSUANT TO SECTION 288.108, FLORIDA STATUTES; REQUESTING A WAIVER OF LOCAL FINANCIAL SUPPORT FOR THE BROWNFIELD REDEVELOPMENT BONUS PORTION OF THE QUALIFIED TARGET INDUSTRY TAX REFUND; PROVIDING FOR A COMMITMENT TO APPROPRIATE THE TOTAL SUM OF ONE HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$135,000) AS BROWARD COUNTY'S LOCAL MATCH FOR THE QUALIFIED TARGET INDUSTRY TAX REFUND AND THE QUALIFIED TARGET INDUSTRY HIGH-IMPACT SECTOR BONUS TAX REFUND PROGRAMS FOR FISCAL YEARS 2022 THROUGH 2030; RECOMMENDING APPROVAL OF PROJECT MAGIC FOR A BROWARD COUNTY DIRECT CASH/JOB CREATION INCENTIVE GRANT PURSUANT TO SECTION 9½-52, BROWARD COUNTY CODE OF ORDINANCES; PROVIDING FOR A COMMITMENT TO APPROPRIATE THE TOTAL SUM OF TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$225,000) FOR A DIRECT CASH/JOB CREATION INCENTIVE GRANT FOR FISCAL YEARS 2022 THROUGH 2030; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the corporation referred to as Project Magic has requested that Broward County maintain the confidentiality of its name and business information pursuant to Section 288.075, Florida Statutes;

1 WHEREAS, Project Magic, a transportation company currently located in Florida,
2 is considering relocating its operations to the City of Dania Beach, Florida;

3 WHEREAS, Project Magic is requesting certification as a "Qualified Target
4 Industry Business" under the State of Florida Qualified Target Industry Tax Refund
5 Program ("QTI") pursuant to Section 288.106, Florida Statutes, and the Qualified Target
6 Industry High-Impact Sector Bonus Tax Refund Program ("QTI High-Impact Sector
7 Bonus Tax Refund") pursuant to Section 288.108, Florida Statutes;

8 WHEREAS, Project Magic is requesting local financial support from the Broward
9 County Board of County Commissioners ("Board") for its QTI/QTI High-Impact Sector
10 Bonus Tax Refund Program application;

11 WHEREAS, Project Magic intends to relocate to a site in a Designated
12 Brownfield Area within the City of Dania Beach, Florida, and is therefore eligible to apply
13 for the QTI with a Brownfield Redevelopment Bonus Refund pursuant to
14 Section 288.107, Florida Statutes;

15 WHEREAS, Broward County is required to provide financial support to any QTI
16 applicant whose project is located within a brownfield area pursuant to Section 288.107,
17 Florida Statutes;

18 WHEREAS, QTI applicants have the option to forego local financial support for
19 the Brownfield Redevelopment Bonus Refund Program pursuant to
20 Section 288.106(2)(k), Florida Statutes ("Local Financial Support Exemption Option");

21 WHEREAS, QTI applicants that exercise the Local Financial Support Exemption
22 Option receive no more than eighty percent of the total tax refunds allowed under the
23 Brownfield Redevelopment Bonus Refund Program;

24

1 WHEREAS, the State of Florida Department of Economic Opportunity has
2 decided to fund the entire amount of the Brownfield Redevelopment Bonus Refund for
3 this project once Project Magic exercises its Local Financial Support Exemption Option
4 and Broward County requests a waiver from the State of Florida of its required local
5 financial support for this Brownfield Redevelopment Bonus Refund pursuant to
6 Section 288.106(2)(k), Florida Statutes;

7 WHEREAS, Project Magic therefore desires to exercise its Local Financial
8 Support Exemption Option and recommends that the Board request a waiver from the
9 State of Florida Department of Economic Opportunity for its required local financial
10 support for the Brownfield Redevelopment Bonus Refund; and

11 WHEREAS, Project Magic is requesting a Direct Cash/Job Creation Incentive
12 Grant from Broward County pursuant to Section 9½-52, Broward County Code of
13 Ordinances, NOW, THEREFORE,

14
15 BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
16 BROWARD COUNTY, FLORIDA:

17
18 Section 1. The Board hereby recommends that Project Magic be approved as
19 a Qualified Target Industry Business pursuant to Section 288.106, Florida Statutes, and
20 as a QTI High-Impact Sector Business pursuant to Section 288.108, Florida Statutes.

21 Section 2. The Board hereby recommends and approves the necessary
22 commitment of local financial support for Project Magic as a Qualified Target Industry
23 Business under the QTI Program and as a Qualified Target Industry Business under the
24 QTI High-Impact Sector Tax Refund Bonus Program, in the total amount of One

1 Hundred Thirty-five Thousand Dollars (\$135,000) for the period of Fiscal Years 2022
2 through 2030, subject to the condition precedent that the City of Dania Beach, Florida,
3 also commit for the same period to appropriate the total required local financial QTI
4 match of One Hundred Thirty-five Thousand Dollars (\$135,000) for the project. Broward
5 County's commitment for local financial support will be paid to the Florida Economic
6 Development Trust Fund with the stipulation that these funds are intended to represent
7 the "local financial support" required by Section 288.106, Florida Statutes.

8 Section 3. The Board acknowledges that Project Magic intends to exercise its
9 Local Financial Support Exemption Option pursuant to Section 288.106(2)(k), Florida
10 Statutes, and therefore requests a waiver, by the State of Florida Department of
11 Economic Opportunity, of Broward County's required local financial support for Project
12 Magic's Brownfield Redevelopment Bonus Refund.

13 Section 4. The Board hereby also approves a Direct Cash/Job Creation
14 Incentive Grant in the total amount of Two Hundred Twenty-five Thousand Dollars
15 (\$225,000) for the period of Fiscal Years 2022 through 2030, through Broward County's
16 Direct Cash/Job Creation Incentive Program, subject to the condition precedent that the
17 City of Dania Beach, Florida, also commit for the same period to appropriate a direct
18 cash incentive of Two Hundred Twenty-five Thousand Dollars (\$225,000) for the
19 project.

20 Section 5. In furtherance of Project Magic's request for approval, the Board
21 has determined that the basis of this proposed project's private sector wage
22 commitment calculation shall be one hundred fifteen percent (115%) of the Broward
23 County average annual wage.

1 Section 6. The amounts authorized herein shall constitute Broward County's
2 total commitment to this project for participation in the QTI, QTI High-Impact Sector
3 Bonus Tax Refund, and Direct Cash/Job Creation Incentive Programs.

4 Section 7. Severability.

5 If any portion of this Resolution is determined by any court to be invalid, the
6 invalid portion will be stricken, and such striking will not affect the validity of the
7 remainder of this Resolution. If any court determines that this Resolution, in whole or in
8 part, cannot be legally applied to any individual, group, entity, property, or circumstance,
9 such determination will not affect the applicability of this Resolution to any other
10 individual, group, entity, property, or circumstance.

11 Section 8. Effective Date.

12 This Resolution is effective upon adoption.

13
14 ADOPTED this day of , 2019.

15
16
17 Approved as to form and legal sufficiency:
18 Andrew J. Meyers, County Attorney

19 By /s/ Tricia D. Brissett 09/09/19
20 Tricia D. Brissett (date)
21 Assistant County Attorney

22 By /s/ René D. Harrod 09/09/19
23 René D. Harrod (date)
24 Deputy County Attorney

TDB/hb
Project Magic Reso.doc
09/09/19
#464697

Dania Beach Community Redevelopment Agency
Project Magic Direct Cash/Job Creation Incentive Grant

Number of Jobs 225
Contribution per Job \$1,000
Total Contribution \$225,000

Fiscal Year	Direct Cash/Job Creation Grant Contribution
2022	\$25,000.00
2023	\$25,000.00
2024	\$25,000.00
2025	\$25,000.00
2026	\$25,000.00
2027	\$25,000.00
2028	\$25,000.00
2029	\$25,000.00
2030	\$25,000.00
Total	\$225,000.00



7/22/2019

PROJECT CODE NAME: Project "Magic"

APPLICANT: Confidential

PROJECT DESCRIPTION: Project Magic is a transportation/logistics company with operations throughout the United States and Latin America.

CURRENT LOCATION: Southeast United States

PROPOSED LOCATION: TBD

CAPITAL INVESTMENT: Approximately **\$173,420,000 over three years** for property purchase, development, specific construction requirements and additional dollars for purchase of training & office equipment.

JOB CREATION: **225 new hires** on from 2022 to 2026
Average salary of **new jobs \$78,854.**
Retained jobs to South Florida: **853**

Economic Impact Results using **IMPLAN PRO Model Version 3.1**

Total Job Creation Output Impact	Direct, Indirect and Induced Jobs	\$ 87,988,239 @ 5 Yr
Total Labor Income Impact	Direct Jobs Only	\$ 27,589,463 @ 5 Yr
State & Local Tax Impact (excluding ad valorem tax)	Direct Jobs Only	\$ 2,462,101 @ 5 Yr
Total Employment Impact	Direct Jobs	225.0
	Indirect Jobs	131.5
	Induced Jobs	134.5
	Total jobs resulting from this investment	491

This information is intended solely for the use of The Greater Fort Lauderdale Alliance, Inc. in the determination of recommendation for financial incentives. The information will be treated as confidential and/or privileged material for the sole use of the Greater Fort Lauderdale Alliance and its governmental partners. This information will remain confidential per Florida Statutes 288.075, Confidentiality of Records. Any review, retransmission, dissemination or other use of or taking action in reliance upon this information by persons or entities other than the intended recipient is prohibited by Florida Law.

ALLIANCE: PARTNERSHIP FOR ECONOMIC GROWTH

Broward County's Official Economic Development Partnership

110 E. Broward Boulevard, Suite 1990, Fort Lauderdale, FL 33301 • Phone: 954/524-3113, 800/41-1420 • Fax: 954/524-3167 www.gflalliance.org

Direct Investment Impact Summary**Project:****Magic****Operations****1. Total Employment Impact Summary from IMPLAN** (reported in 2019 dollars)

ImpactType	Employment (Jobs)	Labor Income (\$)	TotalValueAdded (\$)	Output (\$)
Direct Effect	225	\$ 14,789,661.00	\$ 21,847,417.00	\$ 51,037,304.00
Indirect Effect	131.5	\$ 7,300,963.00	\$ 11,545,167.00	\$ 19,803,476.00
Induced Effect	134.5	\$ 5,498,839.00	\$ 10,044,752.00	\$ 17,147,459.00
Total Effect	491.0	\$ 27,589,463.00	\$ 43,437,336.00	\$ 87,988,239.00

Capital Investment**2. Total Construction/Renovations Impact Summary** (reported in 2019 dollars)

ImpactType	Employment (Jobs)	Labor Income (\$)	Total Value Added (\$)	Output (\$)
Direct Effect	828.9	\$ 42,970,622.00	\$ 65,437,105.00	\$ 126,249,998.00
Indirect Effect	182.2	\$ 9,542,914.00	\$ 15,713,988.00	\$ 26,447,328.00
Induced Effect	310.6	\$ 12,977,003.00	\$ 23,718,019.00	\$ 40,455,119.00
Total Effect	1,321.7	\$ 65,490,539.00	\$ 104,869,112.00	\$ 193,152,445.00

3. Total Office Equipment Impact Summary (reported in 2019 dollars)

ImpactType	Employment (Jobs)	Labor Income (\$)	Total Value Added (\$)	Output (\$)
Direct Effect	68.0	\$ 3,464,937.00	\$ 2,898,536.00	\$ 4,503,690.00
Indirect Effect	11.4	\$ 509,223.00	\$ 979,671.00	\$ 1,656,881.00
Induced Effect	23.6	\$ 985,349.00	\$ 1,800,472.00	\$ 3,072,194.00
Total Effect	103.0	\$ 4,959,509.00	\$ 5,678,679.00	\$ 9,232,765.00

Grand Total**4. Grand Total Impact Summary from** (reported in 2019 dollars)

ImpactType	Employment (Jobs)	Labor Income (\$)	Total Value Added (\$)	Output (\$)
Direct Effect	1,121.9	\$ 61,225,220.00	\$ 90,183,058.00	\$ 181,790,992.00
Indirect Effect	325.1	\$ 17,353,100.00	\$ 28,238,826.00	\$ 47,907,685.00
Induced Effect	468.7	\$ 19,461,191.00	\$ 35,563,243.00	\$ 60,674,772.00
Total Effect	1,915.7	\$ 98,039,511.00	\$ 153,985,127.00	\$ 290,373,449.00

Definitions:

Direct Effect	Refers to the impact created directly by the business activity. All jobs created as a direct result of the business activity.
Indirect Effect	Refers to those effects created by the producers of intermediate goods and service. All goods and services purchased as a result of the business activity.
Induced Effect	Refers to the subsequent round of spending in the local economy made by the households of the employees of businesses that incur both direct and indirect expenditures.
Total Effect	Refers to the Direct, Indirect, and Induced impacts summed together.
Employment	Total annual average jobs. This includes self-employed and wage and salary employees, and all full-time, part-time and seasonal jobs, based on a count of full-time /part-time averages over twelve months.
Labor Income	Defines the total value paid to local workers within a region. Labor Income is the income source for Induced household spending estimations. <i>Labor Income = Employee Compensation + Proprietor Income</i>

Total Value Added	Comprised of Labor Income, Indirect Business Taxes, and Other Property Type Income. Value Added demonstrates an industry's value of production over the cost of its purchasing goods and services required to make its products. Value Added is often referred to as Gross Domestic Product (GDP). <i>Value Added = Labor Income + Indirect Business Taxes + Other Property Type Income</i>
Output	The total value of an industry's production, comprised of the value of the Intermediate Inputs and Value Added. In IMPLAN this is typically viewed as the value of a change in sales or the value of increased production. However, annual production is not always equal to annual sales. If production levels are higher than sales, surpluses become inventory. Because inventory does not drive additional impact in the year it was produced, in IMPLAN Direct Industry sales = Direct Output. <i>Output = Intermediate Inputs + Value Added</i>

To: Chair, Vice Chair and Board of Directors

From: Rickelle Williams, Executive Director

Date: October 7, 2019

Re: **Executive Director Maternity Leave and Appointment of Acting Executive Director**

Background

On June 11, 2019, I informed the CRA Board that I am expecting to deliver a child in December 2019. I also formally notified Human Resources of this on June 19, 2019.

Current Situation

I am planning to be out on maternity leave under the Family and Medical Leave Act (FMLA) Policy for up to twelve (12) weeks. During this time, I will primarily be out of the office. However, I plan to continue to communicate with CRA Board members, staff, consultants and vendors on an as-needed basis to ensure proper fulfillment of assignments and projects. Some communications may be done via email, phone calls and in-person meetings from time-to-time.

Although the scheduled due date for delivery is in the third week of December, childbirth can be unpredictable. This could mean an earlier or later delivery date. As the expected due date approaches, the CRA is taking steps to prepare for the transition.

One of the primary steps that the CRA Board must take is to appoint an Acting Executive Director to have the formal responsibility of reporting to the CRA Board, supervising staff, and signing agreements and financial documents, among other duties. Since my maternity leave is forecasted but lacks a definitive start date, it is in the best interest of the CRA Board to establish a transition plan in advance.

Recommendation

I recommend that the CRA Board appoint, by motion and consensus, Kathleen Weekes as the Acting Executive Director, effective on the first day that the Executive Director transitions to maternity leave under the Family and Medical Leave Act (FMLA). Ms. Weekes currently serves as the CRA Manager and has approximately seven (7) years of experience with the Dania Beach CRA. Her knowledge of the history and current projects of the CRA is invaluable. Ms. Weekes is currently the only fulltime CRA staff member with exempt status that has supervisory responsibility within the Agency. She previously served in the capacity of Acting Interim Executive Director for over four (4) months from June 28, 2017 through November 14, 2017. Ms. Weekes holds two (2) Master's Degrees and joined the Dania Beach CRA after working with the Greater Fort Lauderdale Alliance for many years. Ms. Weekes has also received the Florida Redevelopment Association – Redevelopment Professional designation. Appointment to the Acting Executive Director position will garner a temporary salary increase of ten percent (10%) to fifteen percent (15%) above her current salary.

To: Chair, Vice Chair and Board of Directors
From: Rickelle Williams, Executive Director
Date: October 7, 2019
Re: Follow-up on Activities for the 2019 Winterfest Boat Parade Sponsorship & Rebranding Opportunity

Redevelopment Plan (Adopted 2015):

Goal #5 – To Enhance Redevelopment Activities through an Active Marketing Strategy that Supports Redevelopment Initiatives – p. 4

Marketing and Business Recruitment - Advertisement and Promotions: There will be an ongoing need to ensure awareness of investment, development, business, and residential opportunities within the redevelopment area. In addition, there will also be a need to provide promotional support for area businesses and to create an identity (branding). Towards this end, the CRA may assist in the funding for the creation of promotional campaigns aimed at increasing business volume and residential interest in the area. Appropriate media venues shall include, but not be limited to, visual (television commercials), audio (radio commercials), digital (internet web site), and print media (newspaper, magazine, specialty publications, marketing collateral). The CRA also will be empowered to pay for other promotional efforts, including but not limited to, staff, consultants, materials production costs, distribution costs, special purpose equipment systems and events. p. 82-83

Background

At the July 30, 2019, CRA Board Meeting, the CRA Board authorized the CRA to proceed with participation in the 48th annual Winterfest Boat Parade on December 14, 2019, as a sponsor of the Santa Sleigh Showboat in partnership with KIMCO/Dania Pointe. As the Dania Beach Community Redevelopment Agency continues to roll out the City of Dania Beach Rebranding Initiative, it is anticipated that participation in this collaboration and marketing opportunity will provide tremendous exposure for the City of Dania Beach brand.

The famous Jungle Queen riverboat is outfitted annually as the Santa Sleigh Showboat for the parade. Santa will be perched at the top of the boat on his sleigh extending Season's Greetings to parade viewers. As part of the décor, several logos of Dania Pointe and the City of Dania Beach will be proudly displayed as the main decorative accents and provide great visuals to promote the City.

Current Situation: Follow Up on Activities regarding the City of Dania Beach Participation in Winterfest

There are a number of activities and experiences that are provided with sponsorship of the Winterfest Santa Sleigh Showboat. Tickets are provided and details of those items are being outlined and brought before the CRA Board in advance to get a determination of how tickets will be distributed and how overall participation in the event will occur.

Activities and Experiences: CRA Board to decide on who will attend these events.

- **Saturday, October 26, 2019:** Four (4) tickets to the **Winterfest White Party** from 7:00 PM to 10:00 PM at the Harbor Beach Marriott.
- **Sunday, November 24, 2019** from 10:00 AM to 3:00 PM – **Family Fun Day** at Huizenga Plaza:
 - Dania Beach will have a 10 x 10 space for brand activation
 - Booth must have a kids activity / giveaways
 - This is a FREE event with approximately 5000+ attendees

- Anyone can attend
- **Saturday, December 7, 2019:** One (1) Table with 10 seats at the **Black Tie Ball** from 6:00 PM to Midnight at the Seminole Hard Rock Hotel & Casino.
- **Friday, December 13, 2019:** Four (4) tickets to the **Grand Marshal Reception** from 6:00 PM to 9:00 PM at the Seminole Hard Rock Hotel & Casino.
- **Saturday, December 14, 2019 from:** Six (6) tickets to the Parade **Grandstand Viewing Area** at Birch State Park from 3:30 PM– 10:30 PM (suggested arrival time is 5:30 PM)
- **Saturday, December 14, 2019 from 6:30 PM:** Onboard the Santa Sleigh Show Boat:
 - Boarding will be 6:30 PM- boat will leave the dock around 7:30 PM
 - This will be a five-hour return cruise from Fort Lauderdale Riverfront to Pompano Beach.
 - There are no stops on this cruise. The Boat returns to Fort Lauderdale Riverfront at the end of the cruise.
 - The City of Dania Beach has the opportunity for 75 guests aboard the Santa Showboat with a casual buffet dining experience. Dania Pointe is providing refreshments through various Dania Pointe restaurants. There will also be a Cash Bar operated by the Jungle Queen Company.
 - Note: About 250 people will be on the boat as follows:
 - 100 adults and children participants of the Junior Captain Program coordinated by Winterfest.
 - 75 Guests from Dania Pointe
 - 75 Guests from the City of Dania Beach.
- **Post Winterfest Boat Parade February 2020 (Date to be Announced):** Four (4) tickets and sponsor recognition at the 2019 **Winterfest Captain's Cup Reception** Dinner and Awards Presentation to be held February 2020.

Recommendation

The CRA Board is asked to decide and advise on which events they will be attending. It is recommended that the CRA Board, the City Manager, Executive Staff and guests join Dania Pointe onboard the Santa Sleigh Showboat for the Parade. As soon as the CRA receives information on logistics for participation, i.e. exact location of the boat at Fort Lauderdale Riverfront, boarding time, parking, and scheduled activities on the boat etc., invitations will be issued with an RSVP so that we may generate a boarding manifest of all guests who will be in attendance.