

AGENDA
COMMUNITY REDEVELOPMENT AGENCY
REGULAR MEETING
TUESDAY, MARCH 10, 2020 - 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 TWO HUNDRED FIFTY DOLLARS (\$250.00) REGISTRATION FEE FOR EACH PRINCIPAL OR EMPLOYER. REGISTRATION FORMS ARE AVAILABLE ON THE CITY WEBSITE: WWW.DANIABEACHFL.GOV. (ORDINANCE #2012-019; AMENDED BY ORDINANCE #2019-019)

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.
-

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
2. Arts and Seafood Celebration Report

4. PRESENTATIONS

1. Kathleen Weekes, CRA Manager
2. Larry Baum, Stellar Communities
3. Joseph Milton, The José Milton Family/United Property Management

5. CONSENT AGENDA

1. Minutes:

Approve Minutes of February 11, 2020 CRA Board Meeting

2. Travel Requests: None
3. RESOLUTION NO. 2020-CRA-001

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA, ESTABLISHING A LOTTERY SYSTEM AND AWARDED FOUR (4) PARTICIPANT-COMMITMENTS FOR BENEFITS OF TWENTY THOUSAND DOLLARS (\$20,000.00) PER HOUSEHOLD UNDER THE FIRST-TIME HOMEBUYERS PROGRAM OF THE AT HOME DANIA BEACH PROGRAM; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

6. PROPOSALS AND BIDS

7. DISCUSSION AND POSSIBLE ACTION

1. JA Ely Boulevard Housing Development (Smith’s Store Property)

8. BOARD MEMBER COMMENTS

9. INFORMATION ITEMS

10. ADJOURNMENT

Memorandum

To: Chair, Vice Chair and Board of Directors
From: Rickelle Williams Executive Director
Date: March, 10, 2020
Re: **Administrative Report**

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

A new loan agreement for the remaining loan balance of \$621,876 will be drafted by Broward County and submitted to the CRA Board for execution. The CRA expects to negotiate a revised loan agreement later this year when the Tru by Hilton and other current projects receive their Certificates of Occupancy and details provided to the County to reduce the loan balance. *The CRA was recently informed that Broward County has drafted the amendment and will be sending to the CRA for review.*

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

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. An Interlocal Agreement for the grant was approved by the CRA Board on December 23, 2019. Broward County has indicated that the ILA has been signed and executed. *The CRA is currently negotiating an agreement with the developer of the Trion. This will likely be completed pending approval of a site plan modification request at the March 10, 2020 City Commission meeting.*

3. CRA partners with Dania Beach Clergy Alliance and OIC of South Florida for an Introductory Career Readiness Training Program

The last of three (3) career readiness training sessions through OIC of South Florida is scheduled for Saturday, March 21, 2020 from 9:00 am to 2:00 pm at CW Thomas Park Recreation Center. At the February 27th training session, there were about five participants who benefitted from the course. Interested participants age 14 and up are encouraged to register. Topics include career assessments, communication, teamwork, networking, problem-solving, and business etiquette, as well as resume and interview tips.

4. Business Retention Visits

The CRA has been conducting monthly business visitations to companies in the Redevelopment Area. Thirty (30) businesses focused on interior design, warehousing, electronic, and exporting were visited in the month of February and the first week of March. These visits provide the opportunity to inquire about business operations or needs. Whenever companies indicate plans to hire we post the job offers on the CRA's Facebook site. We also offer information about business resources, promote the upcoming annual business luncheon and promote the County's Small Business Certification. This business outreach allows for the exchange of contact information for those companies that may require support in the future.

5. At Home Dania Beach – Residential Beautification Program

The CRA is about to launch the second phase of its Residential Beautification Program working in conjunction with Rebuilding Together Broward County. A second phase waiting list was developed and we have identified twenty-four (24) homes ready for beautification through the program. The At Home Dania Beach Residential Beautification is open to residents of the Redevelopment Area.

6. Rebranding Initiative:

Monument Signs and Landscaping: As a follow up to a discussion at the February 11, 2020 CRA Board meeting, the CRA Executive Director met with the City Manager to discuss development of a landscaping action plan to enhance all new City Monument signage. Work will be done to ensure that all signage areas are aesthetically pleasing and the desired scale. The CRA Executive Director will follow-up at a subsequent meeting to be scheduled by the Office of the City Manager.

Wayfinding Signs: In April 2019, City of Dania Beach staff prepared and submitted an application to Broward County for Community Development Block Grant (CDBG) funding in the amount of \$172,549.00 for a wayfinding signage project. With the adoption of City of Dania Beach Resolution No. 2019-040 in May 2019, the City Commission approved the application and determined that the CRA would manage the project as part of the Rebranding Initiative and in accordance with the adopted CRA Plan. Broward County, with direction from the United States Department of Housing and Urban Development (USHUD), has determined that this project is ineligible for CDBG funding and with concerns about the community benefit requirement. Therefore, the CRA no longer has funding to execute the project. Other funding opportunities should be explored for the current or upcoming fiscal year.

With the \$500,000 in cost savings being proposed on the Discussion and Possible Action item regarding the JA Ely/Smith's Store properties, there may be an opportunity to reallocate some funding toward the wayfinding and monument signage projects to incorporate some larger monument signs as a follow-up to the February 11, 2019 CRA Board meeting discussion regarding the scale and beautification needed for the monument signage around the City.

There were also other capital projects previously identified by the CRA Board, by consensus, but that were unable to move forward due to budgetary limitations in the Fiscal Year 2020 budget process including the decorative crosswalk project. In addition, with the City Center project now further off the ground in terms of negotiations and Federal Highway with increased hotels and pedestrian traffic, the CRA is recommending a more immediate approach to enhancing the downtown/Federal Highway corridor from Old Griffin Road to Dania Beach Boulevard. To complement the upcoming grant-funded Honor the Legacy downtown art marker project and to fulfill the CRA's objective of eliminating blighted conditions, there is the potential to execute minimal façade improvements for vacant commercial properties to include paint/decorative window and door treatments with brand-related designs and messaging.

McElyea street signs at City Hall: The signs were replaced to provide a sturdier material that can better withstand the elements.

7. Community Foundation of Broward – Honor the Legacy Project

After a review of designs submitted by Artist Gary Moore, and the realization that there was a need for a more unique design and appearance for some of the markers, the CRA met with the Community Foundation of Broward to discuss an extension for the grant and to give the artist adequate time for revision and fabrication of the markers. We want to ensure that the project is executed in a way that is complimentary to the City of Dania Beach and meets the standards of the Foundation and the Dania Beach CRA. The CRA is awaiting a concept revision and estimated timeline from Gary Moore before executing a contract amendment.

8. Upcoming Events:

1. Four PATCH March Mobile Markets will be held at various locations in Broward County.
2. Dania After Dark – Saturday, March 14, 2020 from 5:00 pm to 6:00 pm
3. Arts and Seafood Celebration Volunteer Kick-off Party at Frost Park Thursday, March, 19, 2020, 6:00 pm to 9:00 pm
4. PATCH 3rd Saturday Event: Health and Wellness Fair on Saturday, March 21, 2020 from 9:30 am to 1:30 pm.
5. OIC Workshop – Saturday March 21, 2020 9:00 am to 2:00 pm.
6. Arts and Seafood Celebration – Saturday, March 28, 2020 and Sunday, March 29, 2020
7. The PATCH, First Saturday Yoga will be held on Saturday, April 4, 2020 starting at 9:00 am



DANIA BEACH
PATCH

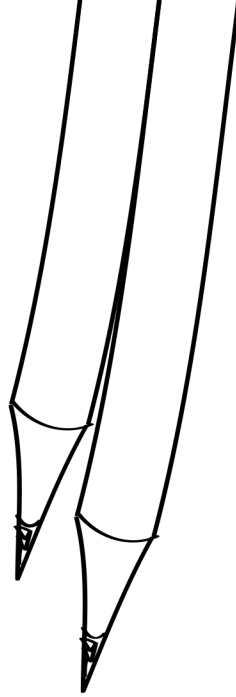
People's Access To Community Horticulture

HEALTH

★ ★ ★ DANIA BEACH'S ★ ★ ★

• FARM & MARKET •

1201 WEST DANIA BEACH BLVD



HEALTH + WELLNESS FAIR



ACTIVITY



RELAX



NUTRITION



BALANCE



FITNESS

SATURDAY **MARCH 21**

Learn about living a Healthy Lifestyle.
Special Presentation by Jarod Jacobs
“Diet & Your Health”

*Jarod Jacobs defied the odds of his MS Diagnosis & will share Tips on Juicing

FROM

9:30AM
1PM

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FLORIDA-GROWN PRODUCE

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SHOP FRESH • NON-GMO • ORGANICALLY-
GROWN PRODUCE AT UNBEATABLE PRICES!

FOR WEEKLY UPDATES + MORE INFO: 954.924.6801

ThePatchGarden.com | Facebook.com/PatchGarden



Memorandum

To: Chair, Vice Chair and Board of Commissioners
From: Rickelle Williams, CRA Executive Director
Date: March 10, 2020
Re: Arts and Seafood Celebration Update

The CRA is currently working on preparations for the 8th Annual Dania Beach Arts and Seafood Celebration (A&SC) taking place March 28-29, 2020 at Frost Park. The following is an update on the event:

COVID 19 Protective Measures

As we prepare for the 2020 Arts and Seafood Celebration, the CRA is monitoring media advisories from local, regional and national agencies regarding preventing the spread of COVID-19 at mass gatherings and large community events. In the interest of protecting our patrons at the event, the CRA is pursuing the following:

- Providing hand sanitizers and hand wash stations throughout our event at Frost Park. We are working with portable restroom supplier United Site Services to provide extra hand sanitizers and hand wash stations at the event;
- Asking all volunteers, staff and attendees who are sick to refrain from attending the event;
- Posting warnings and safety precautions on event social media sites and at main entrances at the site; and
- If the spread of COVID-19 intensifies at a local level, we will communicate with the CRA Board to determine necessary steps to be taken including canceling or postponing the event.

Sponsorship

The CRA is pursuing sponsorship for the event through two resources, our in-house efforts and Festival Management Group (FMG) as a sponsorship consultant. Staff is working on securing sponsorship from returning sponsors who have been supporting the event throughout the years. FMG is currently seeking and negotiating sponsorship agreements with new and past sponsors. They are also cultivating relationships with potential sponsors for the 2021 edition of the Arts and Seafood Celebration. To date, the following sponsorships are confirmed:

- | | |
|-----------------------------|---------------------------------------|
| • Fairfield Inn & Suites | \$1,000 |
| • FPL | \$1,000 |
| • Tobacco Free Florida | \$2,500 |
| • Paradise Exteriors | \$1,000 |
| • The Casino at Dania Beach | \$5,000 and parking |
| • Waste Management | \$1,000 and two (2) 20-yard-dumpsters |

- Stephens Distributing \$2,500
- Storm Tight Windows \$2,500
- Dania Pointe \$7,500
- Stellar Communities \$2,500
- Jimbos Restaurant In Kind Hospitality/VIP Sponsor
- Spirit Airlines In-Kind (Two tickets valued at \$1000)

Wrestling Show

Gangrels Wrestling Asylum is presenting a wrestling show at the 2020 Arts and Seafood Celebration. Two full Pro-Wrestling one-hour shows will be held on each day as follows:

Saturday, March 28, 2020

- Wrestling Show from 1:00 pm to 2:00 pm
- Wrestling Show from 4:00 pm to 5:00 pm

Sunday, March 29, 2020

- Wrestling Show from 1:00 pm to 2:00 pm
- Wrestling Show from 4:00 pm to 5:00 pm

Performance Art

We plan to have three (3) performance artists for the event. They will be painting at different locations throughout Frost Park. This year we are presenting murals on canvas using brush and spray paint.

Art Show

The Art show is juried and interested artists and crafters must register through the Arts and Seafood Celebration website. We have opened online applications for artists and crafters to register. So far fifty-six (56) artists have registered.

Poster Artist

2019 Poster Art winner Gina Santa Maria entered the Poster Art Contest this year and once again created a design that captures the essence of the Dania Beach Arts and Seafood Celebration with a touch of humor. Her winning Poster Art will be unveiled at the 2020 Arts and Seafood Celebration Kick Off Party on March, 19th at the Frost Park Recreation Center. The CRA extends its congratulations to this creative Fine Artist.

Artists Awards

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

1 Best of Show	\$500
4 Honorable mentions	\$250 each
Total	\$1,500

Food and Beverage Concession

The food and beverage concession agreement is with Professional Concessions, Inc. (PCI). This company is handling all food and beverage vendors. PCI have received and accepted vendors for the event that will provide a variety of food options. Per the agreement, PCI has paid the CRA a total of \$15,000.00 to date. They will pay the final \$5,000.00 at the end of the event plus 10 percent of gross receipts collected from food vendors less sales tax. This is the same agreement as was successfully arranged for the 2019 event. Please note that every food vendor must have one food item under \$10.00 and there is a participation fee of 25 percent of total food sales.

Chef Showcase

We are looking forward to welcoming back Chef Johnny Alarcon, of the Luxe Gourmet Buffet at the Casino at Dania Beach to be this year's lead Chef for our Showcase. We are also in discussions with Chef Chad Cherry who will provide demonstrations on healthy eating as the key to healthy living. We hope to have an expert in vegetarian cuisine for this year's event as well.

Promotion

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

Live Music Entertainment

The musical line up is as follows:

Saturday, March 28, 2020:

School of Rock	12:30 pm - 2:00 pm
Whipping Post	2:30 pm - 4:00 pm
The Wolfepak	4:30 pm - 6:00 pm
Kiss Alive Tribute Band	6:30 pm - 8:00 pm

Sunday, March 29, 2020:

School of Rock	12:30 pm - 1:00 pm
Kedash and Band	1:30 pm - 2:30 pm
Mr. Nice Guy	3:00 pm - 4:00 pm
Lazy Bonez	4:30 pm - 6:00 pm

Political Campaign Guidelines

As the CRA presents public events which attract various candidates, the CRA Executive Director has consulted with the CRA Attorney to ascertain guidelines and regulations relating to political campaign activities at CRA events on City property. As with members of the public, interested candidates may secure a vendor space for a fee through the CRA's sponsorship opportunities.

Save the Date: Kick Off Party on Thursday, March 19, 2020

The event Kick-Off Party will be held at the Frost Park Recreational Center on March 19, 2020 from 6:00 pm to 8:00 pm.

MINUTES OF MEETING
DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY
TUESDAY, FEBRUARY 11, 2020 – 6:00 P.M.

1. Call to Order/Roll Call

Chair Lewellen called the meeting to order at 6:01 p.m.

Present:

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

2. Citizen Comments

Craig Valentine, Gangrel's Wrestling, 1982 Tigertail Boulevard, noted there has been a lack of social media coverage for Gangrel's for the Arts & Seafood Celebration, and the social media marketing events page does not have their link.

Acting Director Weekes addressed Mr. Valentine's concerns about the Gangrel's name for the wrestling event and discussed branding objectives, noting the intent to not confuse the public or sponsors.

3. Administrative Reports

3.1 Administrative Report

Acting Director Weekes reviewed the information included in the agenda packet.

Acting Director Weekes presented a painting depicting the NFL from the DAD Superbowl Edition to Eric Brown, Director of Parks & Recreation, to hang at CW Thomas Park.

Acting Director Weekes noted the City received two awards from the Winterfest Boat Parade for Best in Entertainment Charter 60+ and as a boat parade sponsor.

Vice-Chair Odman asked whether there are plans for landscaping for the new sign at the beach; it looks considerably smaller than other signs.

Chair Lewellen voiced similar concerns regarding the sign, and distributed a photograph to the Board, which is attached to and incorporated into these minutes.

Acting Director Weekes responded she would speak with Director Williams, and possibly they could enlist Public Services to assist.

3.2 Arts and Seafood Celebration Update

Acting Director Weekes reviewed the information included in the agenda packet.

Chair Lewellen asked about turnout at the OIC event.

Acting Director Weekes noted it was lower than expected.

4. Presentations

There were no presentations at this meeting.

5. Consent Agenda

5.1 Minutes:

Approve Minutes of January 14, 2020 CRA Board Meeting

5.2 Travel Requests: None

Board Member James motioned to approve the Consent Agenda; seconded by Vice-Chair Odman. The motion carried unanimously.

6. Proposals and Bids

There were no proposals on this agenda.

7. Discussion and Possible Action

There were no discussion items on this agenda.

8. Board Member Comments

Board Member Harris asked for a line-itemization for the \$20,000.00 that was budgeted for the DAD Superbowl Edition event and for the DAD 115th Anniversary event.

Board Member James felt we need to enlist Public Services to landscape around the new signs being erected.

9. Information Items

There were no items on this agenda.

10. Adjournment

Chair Lewellen adjourned the meeting at 6:29 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)

ADOPT RESOLUTION ESTABLISHING A LOTTERY SYSTEM AND AWARDING FOUR (4) PARTICIPANT-COMMITMENTS FOR BENEFITS OF TWENTY THOUSAND DOLLARS (\$20,000.00) PER HOUSEHOLD UNDER THE FIRST-TIME HOMEBUYERS PROGRAM OF THE AT HOME DANIA BEACH PROGRAM

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - Establishing Lottery System Participant-Commitment for Benefits, R-2020-CRA-001
Establishing Lottery System and Awarding 4 Participant-Commitments for Benefits Under
First-Time Homebuyers Program, Dania Beach CRA Second Mortgage Loan Agreement ,
Dania Beach CRA Promissory Note

To: Chair, Vice Chair and Board of Directors
From: Kathleen Weekes, Acting Executive Director
CC: Rickelle Williams, Executive Director
Date: March 10, 2020
Re: **Establishment of Lottery System and Awarding four (4) Participant-commitments for Benefits (Down Payment/Closing Cost Assistance) for Affordable Housing Program**

CRA Plan - Adopted 2015

Redevelopment Goals (p. 3)

- Goal 1: To Enhance and Reinforce the CRA Sub Areas
- Goal 2: Eliminate Substandard Housing and Provide Affordable Housing Alternatives
- Goal 3: To Redevelop the CRA in a manner that is Energy Efficient and Sustainable

*See additional CRA Plan information below.

Background

At the February 12, 2019 CRA Board meeting, the CRA Board adopted Resolution No. 2019-CRA-003, authorizing a development agreement, special warranty deed and restrictive covenant related to the At Home Dania Beach affordable housing and first-time homebuyer programs. This authorized the conveyance and development of six (6) single-family homes to be purchased by eligible first-time homebuyers.

During the same meeting, the CRA Board adopted Resolution No. 2019-CRA-002 authorizing a forgivable second mortgage loan agreement and promissory note in connection with the first-time homebuyer program. This authorized the provision of down-payment/closing cost assistance to eligible homebuyers in an amount not to exceed Twenty Thousand Dollars (\$20,000.00) per household.

The CRA partnered with Housing Foundation of America, Inc., a non-profit HUD-approved Housing Counseling Agency, to provide first-time homebuyer courses, housing counseling and income certification to evaluate potential homebuyers and determine eligibility based on income and residency requirements.

At a special meeting of the CRA Board on September 12, 2019, the CRA Board adopted Resolution No. 2019-CRA-019, approving the FY 2019-2020 Budget with funding to support the Program through an allocation for down-payment/closing cost assistance for eligible homebuyers for the purchase of homes being developed through the program.

Current Situation

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

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

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

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

Lottery System

To date, the CRA, in partnership with Housing Foundation of America, Inc., has identified four (4) eligible homebuyers that are qualified to enter a lottery to receive the down-payment/closing cost assistance through a forgivable second mortgage loan and promissory note to purchase one of the six (6) homes.

The four (4) approved potential homebuyers eligible for the lottery are:

1. Jesseca Absolu
2. Mircea Nemes and Elisabeta Nemes
3. Erica Thomas
4. Jacob Velasquez

The lottery system would allow approved potential homebuyers to select the specific home they wish to purchase from the six (6) available homes developed through the program. The four (4) potential homebuyers would be randomly selected by the CRA Board. The potential homebuyer that is randomly selected first, can select which home they would like to purchase based on the sales price and pre-approval amount determined through the first mortgage with a financial institution. More specifically, the first randomly selected applicant will be able to select the specific home the applicant desires to purchase from among the six (6) homes; the second randomly selected applicant will be able to choose next, and so on, until all four (4) eligible applicants have been selected. Each of the four (4) eligible applicants will be awarded a participant commitment for benefits in the amount of Twenty Thousand Dollars (\$20,000.00) from the CRA as a forgivable loan for down-payment/closing cost assistance toward the purchase of a home; and

In addition to CRA funds, eligible homebuyers may also qualify for Broward County Housing Assistance Program funding. As Broward County funds are issued on a first-come, first-qualified, first-served basis, the CRA would like to move forward with

the lottery with the four (4) eligible homebuyers currently approved for the program to give them an opportunity to secure additional funding from Broward County. If able to secure additional funding, the homeowner's ability to afford the home increases and their financial stability is enhanced. Additional funding serves to strengthen the program and encourage future success.

The down-payment/closing cost assistance will be issued directly to the title company at closing. If, for whatever reason, one of the lottery winners fails to complete the home purchase, the funding will remain with the CRA to be used for another approved potential homebuyer once identified.

Once additional potential homebuyers are qualified to enter a subsequent lottery, the CRA, with the approval of the CRA Board, will administer a second lottery for the remaining homes. The CRA, through Housing Foundation of America, Inc., will continue to offer homebuyer education, housing counseling and income certification to evaluate and determine homebuyer eligibility.

Fiscal Impact

Each of the four (4) approved potential homebuyers will require Twenty Thousand Dollars (\$20,000.00) in funding toward the purchase of the home. Therefore, the current request will have a fiscal impact of Eighty Thousand Dollars (\$80,000.00). Funding is available and appropriated in the FY 2019-2020 Budget Account No. 106-52-08-552-31-42.

Recommendation

Approve lottery system and authorize award of four (4) participant-commitments for benefits for down-payment/closing costs assistance for the affordable housing first-time homebuyer program.

Attached

Second Mortgage
Promissory Note
Restrictive Covenant

CRA Plan Information continued from above:

- Community Redevelopment Programs (p. 81-84)
 - Infill and New Housing: The CRA shall identify vacant lots within the redevelopment area for the development of new housing. The Agency shall recruit developers and builders to fulfill this goal. The CRA will be empowered to give grants to such developers and builders to reduce the costs of developing the new housing structures.
 - Mortgage Subsidies and Second Mortgage Assistance: In order to encourage homeownership, the CRA may provide subsidies to reduce the costs of purchasing a house or condominium unit. The Agency shall have the authority to structure such subsidies in a variety of ways, including but not limited to, grants to be applied toward the purchase price and second mortgages wherein no repayment is required during the homeowner's period of ownership. The CRA must be repaid the grant or second mortgage principal upon the sale of the residential property.
 - Direct Financial Incentives to Generate New Private Development: There is often an economic "gap" between the total cost of development of a project and the market value of the completed project, due

largely to the high cost of site acquisition. There is a need for a reduction in cost to make projects financially viable for private developers. With regard to residential uses, there is a need to stimulate homeownership and offer new housing options in a range of prices in accordance with sound inclusionary housing strategies. 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.

- Policy Guidelines (p. 23-24)
 - Guideline 7: The CRA shall actively pursue the purchase and/or redevelopment of vacant or abandoned properties in the redevelopment area as a priority.
 - Guideline 15: The CRA shall provide for priority to be given to residents of the redevelopment area, and secondly to those of the City of Dania Beach, to purchase homes developed under the Plan to the extent the law allows.
 - Guideline 18: The CRA, with the assistance of neighborhood-based organizations, housing finance agencies, financial institutions, government, development interests, and real estate representatives, shall preserve and enhance existing residential areas to provide a variety of housing opportunities for all income levels.
- Housing Implementation Strategies (p. 77)
 - Strategy 1: Identify funding and implement a neighborhood vacant lot acquisition program for replacement and infill housing.
 - Strategy 6: Partner with outside housing finance agencies to provide local home buyer readiness classes, individual development accounts and/or down payment assistance programs.

RESOLUTION NO. 2020-CRA-001

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA, ESTABLISHING A LOTTERY SYSTEM AND AWARDED FOUR (4) PARTICIPANT-COMMITMENTS FOR BENEFITS OF TWENTY THOUSAND DOLLARS (\$20,000.00) PER HOUSEHOLD UNDER THE FIRST-TIME HOMEBUYERS PROGRAM OF THE AT HOME DANIA BEACH PROGRAM; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

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

attract targeted new industries and retain and expand core industries; and (5) enhance redevelopment activities through an active marketing strategy that supports redevelopment initiatives; and

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

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

WHEREAS, at the February 12, 2019 CRA Board meeting, the CRA Board adopted Resolution No. 2019-CRA-003, authorizing a development agreement, special warranty deed and restrictive covenant related to the At Home Dania Beach affordable housing and first-time homebuyer programs, and approving the conveyance and development of six (6) single-family homes to be purchased by eligible first-time homebuyers; and

WHEREAS, pursuant to Resolution No. 2019-CRA-003, the CRA entered into a Development Agreement with Miami-Dade Affordable Housing Foundation, Inc. D/B/A Affordable Housing Development Solutions for the described development and subsequently amended the Development Agreement in July 2019; and

WHEREAS, at the February 12, 2019, CRA Board meeting, the CRA Board adopted Resolution No. 2019-CRA-002 authorizing a forgivable second mortgage loan agreement and promissory note in connection with the first-time homebuyer program, thus authorizing the provision of down-payment/closing cost assistance to eligible homebuyers in an amount not to exceed Twenty Thousand Dollars (\$20,000.00) per household; and

WHEREAS, toward that end, the CRA organized a first-time home buyers program in connection with which qualified individuals from the redevelopment area may be given the opportunity of “ownership” toward becoming real stakeholders in the effort, and

WHEREAS, the CRA partnered with Housing Foundation of America, Inc., a non-profit HUD-approved Housing Counseling Agency, to provide first-time homebuyer courses, housing counseling and income certification to evaluate potential homebuyers and determine eligibility based on income and residency requirements; and

WHEREAS, the CRA has invited qualified City of Dania Beach residents to make applications for the available properties, and as the proposed development is nearing completion, it is appropriate to select qualified program-participants; and

WHEREAS, the CRA has received four (4) eligible applications from Jessica Absolu, Mircea Nemes and Elisabeta Nemes, Erica Thomas and Jacob Velasquez, and after proper vetting, has determined that each of said applicants has qualified to participate in the program, including the receipt of a mortgage financing commitment from an approved financial institution; and

WHEREAS, the Board authorizes the Executive Director to take such steps as may be necessary and proper to fulfill the intent of this Resolution, including the design and administration of a lottery system by which each of such applicants will be able to select a specific home; and

WHEREAS, the Executive Director recommends that the lottery be publicly administered by the CRA Board to include random selection of the four (4) eligible applicants; and

WHEREAS, the first randomly selected applicant will be able to select the specific home that applicant desires to purchase from among the six (6) homes; the second randomly selected applicant will be able to choose next, and so on, until all four (4) eligible applicants have been selected; and

WHEREAS, each of the four (4) eligible applicants will be awarded a participant commitment for benefits in the amount of Twenty Thousand Dollars (\$20,000.00) from the CRA as a forgivable loan for down-payment/closing cost assistance toward the purchase of a home; and

WHEREAS, the forgivable loan will be evidenced by the Promissory Note, and secured by a Second Mortgage as authorized by Resolution No. 2019-CRA-002; and

WHEREAS, the CRA continues to evaluate the eligibility of additional applicants and will administer a subsequent lottery for the remaining two (2) homes once additional applications are approved;

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 Executive Director is authorized to publicly administer the recommended lottery system with the participation of the CRA Board to select the four (4) eligible applicants to select a home each desires to purchase from among the six (6) homes developed in the program.

Section 3. That the Executive Director is directed to coordinate with Affordable Housing Development Solutions for the transfer of selected properties to the qualified applicants named in this Resolution, including the implementation of the terms of the Restrictive Covenant previously approved pursuant to Resolution No. 2019-CRA-003.

Section 4. That each of the four (4) eligible applicants may be awarded a participant commitment for benefits in the amount of Twenty Thousand Dollars (\$20,000.00) as a forgivable loan for down-payment/closing cost assistance toward the purchase of a property as evidenced by a Promissory Note and secured by a Second Mortgage pursuant to Resolution 2019-CRA-002.

Section 5. That funding is available and appropriated in the FY 2019-2020 Budget Account No. 106-52-08-552-31-42.

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 March 10, 2020.

ATTEST:

THOMAS SCHNEIDER, CMC
BOARD SECRETARY

LORI LEWELLEN
BOARD CHAIRPERSON

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CRA ATTORNEY

Prepared by, record and return to:

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

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

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

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

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

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

AND the MORTGAGOR covenants with MORTGAGEE as follows:

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

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

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

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

Executed this ____ day of _____, 2019.

Witness

OWNER

Signature

Signature

Print Name

Address:

Signature

Signature

Print Name

Address:

STATE OF FLORIDA

SS

COUNTY OF BROWARD

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

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

OR

Printed Name of Notary Public

Prepared by, record and return to:

PROMISSORY NOTE

\$ _____

Date: _____, 2019

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

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

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

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

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

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

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

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

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

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

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

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

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

This Note consists of 3 pages

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

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

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

To: Chair, Vice Chair and Board of Directors

From: Rickelle Williams, Executive Director

Date: March 10, 2020

Re: **Request for Policy Direction: JA Ely Housing Development (Smith's Store Property) Recommendation**

CRA Plan - Adopted 2015

Redevelopment Goals (p. 3)

- Goal 1: To Enhance and Reinforce the CRA Sub Areas
- Goal 2: Eliminate Substandard Housing and Provide Affordable Housing Alternatives
- Goal 3: To Redevelop the CRA in a manner that is Energy Efficient and Sustainable

*See additional CRA Plan information below.

Request

Approve recommendation for workforce housing project for property on JA Ely Boulevard

Background

The Dania Beach Community Redevelopment Agency (CRA) is currently involved with an affordable housing single-family development project in the Sun Garden Isles (NW Byrd Pointe) neighborhood. The project being discussed below involves parcels of land in the College Gardens neighborhood and is distinct from the CRA's current housing project.

The CRA owns three contiguous vacant parcels on JA Ely Boulevard, (SW 12th Avenue) which together are commonly referred to as the Smith's Store properties ("Property"). The Property was conveyed to the CRA from the City of Dania Beach via Resolution No. 2019-048, adopted on May 28, 2019. The parcels are described as follows:

Parcel 1 – 701 SW 12 th Avenue	Folio No. 5142 0334 0580 (formerly Smith's Store)
Parcel 2 – 705 SW 12 th Avenue #1-4	Folio No. 5142 0334 0570 (formerly a quadplex)
Parcel 3 – SW 12 Avenue	Folio No. 5142 0334 0560

Each parcel is zoned Neighborhood Residential. Please see attached map for further details. Prior to ownership by the City of Dania Beach, Parcel 1 and Parcel 2 were privately owned and then purchased by the City. Parcel 3 was deeded to the City from Broward County on October 25, 2016 via Broward County Resolution No. 2016-481.

The Smith's Store (convenience store) and adjacent quadplex had become a known nuisance within the largely single-family residential neighborhood. High levels of calls for law enforcement to the property in addition to blighted conditions made the collection of properties a public safety challenge and eyesore in the neighborhood and City at large. With Attucks Middle School and Bethune Elementary Schools approximately 200 feet from the Property, the City Commission decided to urgently address the matter through property acquisition.

Commitment of the City Commission to assure success of the project: In 2017, the Dania Beach City Commission began the process to acquire and raze the properties through the following legislative actions:

• June 27, 2017	Resolution No. 2017-065: Authorizing the purchase of Smith's Store (Parcel 1)	\$260,000
• August 16, 2017	Resolution No. 2017-094: Authorizing demolition of Smith's Store (Parcel 1)	\$ 24,800
• April 10, 2018	Resolution No. 2018-049: Authorizing purchase of quadplex (Parcel 2)	\$225,000
• May 8, 2018	Resolution No. 2018-065: Authorizing demolition of quadplex (Parcel 2)	\$ 26,900
• July 24, 2018	Resolution No. 2018-101: Authorizing asbestos remediation of quadplex (Parcel 2)	\$ 8,200
Total pre-project property acquisition costs:		\$544,900

In 2018, the Dania Beach City Commission determined that the Property should be utilized to revitalize the neighborhood with new, high-quality housing development. The City Commission designated that the Property be exclusively redeveloped with single-family, owner-occupied housing through the following legislative actions:

• June 26, 2018	Resolution No. 2018-093: Declaration of Restrictive Covenant (see attached)	
• June 26, 2018	Resolution No. 2018-094: Mid-Year Budget authorizing "Oasis Housing" project for Property with funding for redevelopment (see attached)	\$500,000
• May 28, 2019	Resolution No. 2018-048: Conveyance of Property to CRA (see attached)	
Total pre-approved development funding:		\$500,000
Potential total investment:		\$1,044,900

The Declaration of Restrictive Covenant was recorded with Broward County to encumber the Property and ensure that the Property is redeveloped with single-family homes. The following are the core tenants of the restrictive covenant:

- Desire to reduce crime and revitalize neighborhoods
- Desire to improve quality of housing
- Construct or have constructed new single-family, owner occupied homes
- Non-residential uses prohibited
- Runs with the land for a period of 20 years regardless of sale or transfer of ownership
- All structures must be single-family dwellings
- Termination at any time by unanimous vote of the Dania Beach City Commission

The adoption of the mid-year budget amendment by the Dania Beach City Commission through Resolution No. 2018-094, authorized an allocation of Five Hundred Thousand Dollars (\$500,000.00) to fund the construction of the Property as a complement to the existing "Oasis" revitalization projects in the area. The funding was "borrowed" and set aside from reserve account 001-271-00-00 to a restricted account. Based on the minutes from the back-up provided for the item, the intent of the funding was to provide for costs related to home design, construction and sale. After the sale of the home, the proceeds of the sale would be used to repay the loan from the reserve.

As the CRA has been conducting in-fill, single-family housing development on other properties in the Redevelopment Area and the Property being discussed is located in the Redevelopment Area, the City Commission determined that the Property be conveyed to the CRA to carry-out housing development as envisioned by the City Commission and authorized through previous legislation. Therefore, the Property, in addition to other vacant, undeveloped properties in the Redevelopment Area, were conveyed to the CRA with the adoption of Resolution No. 2018-101.

Current Situation

The CRA is currently concluding the first phase of housing development under the At Home Dania Beach program including affordable housing development and a first-time homebuyer program with down-payment/closing cost assistance. With that project nearing completion, the CRA is now able to allocate resources and personnel toward housing development on the subject Property. As this project was slated for “upscale homes”, the sales price for these homes will likely be market-rate and accommodate workforce housing. The subsidies required for an affordable housing project are not a factor. No down-payment assistance is needed to assist homebuyers with housing affordability.

As the Declaration of Restrictive Covenant indicates, staff may construct or have the homes constructed. This presents two (2) general options for development of the Property, each with pros and cons.

Option 1A/1B: CRA acts as the developer of the Property.

- The CRA handles all soft and hard costs of development and construction then sells the Property.
- The CRA, through consultants and vendors, designs, constructs and sells the Property utilizing the \$500,000 in funding that has been set aside, with additional funding if simultaneous development of all three (3) homes is desired. Proceeds from the sales of the homes to be returned to the reserve account.

Option 1 A: Estimated Expenses and Revenue – Develop three (3) homes simultaneously

A	Surveys, soil testing, geotechnical, etc.	\$ 3,400 per home
B	Architecture and Construction Drawings	\$ 6,400 per home
C	Variances (if needed)	\$ 500 per home
D	Public Notices	\$ 200 per home
E	Permits and Impact fees (Broward County and Dania Beach)	\$ 21,000 per home
F	Construction (\$125 sq. ft. x 1700 sq. ft.)	\$212,500 per home
G	Construction management services	\$ 4,000 per home
H	Real estate services	\$ 2,000 per home
I	Total Development Cost per Home = A+B+C+D+E+F+G+H	\$250,000 per home
J	Total Development Cost for Three (3) Homes = I x 3	\$750,000 for 3 homes
K	Approved Funding	\$500,000
L	Deficiency (additional funding needed for simultaneous construction of all 3 homes) = J - K	\$250,000
M	Estimated Revenue from Sale of all homes (\$310,000 per home)	\$930,000 for 3 homes
N	Estimated Net Gain (Profit) from Sale of 3 homes = M - J	\$180,000 for 3 homes

- Based on the estimated expenses above, the CRA could undertake simultaneous construction and sale of two (2) homes within the budget of \$500,000 that has already been identified and approved. Once one of the homes is sold, the budget may be amended to allow the revenue from the sale to cover the expenditure of the development of the third home.
- If there is a desire for simultaneous construction of all three homes, this will require additional upfront funding estimated at \$250,000, which would likely come from the City of Dania Beach reserve through a budget amendment by the City Commission.
- The cost savings in mobilization, labor and materials that would come from simultaneous development of the three (3) parcels is difficult to estimate.

Option 1 B: Estimated Expenses and Revenue – Develop two (2) homes first, third home after sale

A	Total Development Cost per Home	\$250,000 per home
B	Total Development Cost for Two (2) Homes = A x 2	\$500,000 for 2 homes
C	Approved Funding	\$500,000
D	Deficiency (additional funding needed for simultaneous construction of both homes) = C - B	\$ 0
E	Estimated Revenue from Sale of two homes (\$310,000 per home)	\$620,000
F	Estimated Net Gain (Profit) from Sale of Two (2) homes = E - B	\$120,000
G	Reinvestment of Revenue from Sale of Two (2) Homes to construct home #3 (from E)	\$250,000
H	Total Development Cost for One (1) home	\$250,000
I	Estimated Revenue from Sale of One (1) home	\$310,000
J	Estimated Net Gain (Profit) from Sale of One (1) homes = I - H	\$ 60,000

Option 2: CRA sells the parcels to a developer (or multiple developers) and the developer(s) develop the Property

- Proceeds from the sales of the vacant parcels will be accounted for as revenue.
- The developer then develops and sells the homes to homebuyers.
- Developer uses private funding to develop.
- Since this is not an affordable housing project, the need to convey the land for little-to-no consideration is unnecessary. The properties may be sold at fair value (Chapter 163.380, Florida Statutes) using the appraised value as a guide.
- No cost to the CRA (other than cost to advertise the solicitation and notice of disposition).

Recommendation – Hybrid Approach

Considering that \$544,900 in public resources have already been expended for acquisition and razing of the Property, I do not recommend that the CRA exercise Option 1A/1B, which would involve the expenditure of an additional \$500,000 to \$750,000 to design and construct the homes. Even if the estimated revenue of \$930,000 was generated, the net gain would be marginal at \$180,000. When you look at the overall investment (\$544,900 + \$500,000 to \$750,000), the net gain is even less in terms of bottom line. Other costs such as staff time and legal services would also add to the overall cost to exercise this option. In addition, the CRA would take on the additional risk of being a developer. These risks include fluctuation in the housing market, title issues, timeline challenges, vendor/contract management issues, on-site security during construction, theft, insurability, post-transfer to end-user guarantees, warranties, claims and potential litigation. Option 2 is also not recommended since it allows the developer to own the property without a mechanism to encourage development of the home within a certain time period. Option 2 also lacks the ability for the CRA to control the design aesthetics, price range for homes and economic characteristics of homebuyers.

My recommendation is that the CRA Board pursue a hybrid approach to Options 1 and 2. The hybrid model would allow the CRA to decrease risks but still maintain influence and control of the project aesthetics, timeline, public investment and the characteristics of the end-user (homebuyers). With this approach, the following will be achieved:

- Eliminate slum, blight and vacancy
- Develop high-quality, single-family, owner-occupied homes
- Abide by Restrictive Covenant
- Save public resources (\$500,000)

- Add to the tax base
- Mitigate risk
- Encourage work-force housing
- Limit risk of homebuyers as community-investors

Steps for Hybrid Approach

1. CRA utilizes approved funding in the CRA Budget for surveys, geotechnical, soil testing, architecture and construction drawings, public notices and real estate services (estimated at \$39,400 = \$36,000 for all homes plus 10 percent).
2. CRA solicits proposals for the sale of the property
3. CRA evaluates proposals and selects one or multiple developers to purchase the property
4. CRA issues Public Notice of Disposition
5. CRA sells the property at fair value with a Development Agreement and Deed Restriction which will:
 - Require developer to build within a certain timeline (to decrease speculation and speed up redevelopment)
 - Require developer to use architectural plans/construction drawings provided by the CRA
 - Identify a mutually agreed upon maximum sales price once the home is constructed
 - Require developer to sell home(s) to buyers that qualify for Workforce Housing (up to 140% of Area Median Income based on Broward County income levels as set by the United States Department of Housing and Urban Development (HUD)). This will encourage compliance with the Restrictive Covenant that requires owner-occupancy (non-investors) and create workforce housing options in the Redevelopment Area.

Broward County Area Median Income - Maximum Income Level (set by HUD)

HOUSEHOLD SIZE	(30%) AMI	(50%) AMI	(80%) AMI Affordable	(140%) AMI Workforce
1 Person	\$17,700	\$29,500	\$47,150	\$82,600
2 Person	\$20,200	\$33,700	\$53,900	\$94,360
3 Person	\$22,750	\$37,900	\$60,650	\$106,120
4 Person	\$25,750	\$42,100	\$67,350	\$117,880
5 Person	\$30,170	\$45,500	\$72,750	\$127,400
6 Person	\$34,590	\$48,850	\$78,150	\$136,780
7 Person	\$39,010	\$52,250	\$83,550	\$146,300
8 Person	\$43,430	\$55,600	\$88,950	\$155,680

6. Proceeds from the sales of the vacant parcels will be accounted for as revenue.
7. Developer to cover all costs related to variances, public notices, permitting, impact fees, hard construction costs, etc.
8. CRA will not provide any financial assistance to homebuyers.
9. CRA will establish eligibility criteria and advertise the housing opportunity to the public.
10. CRA will utilize a certified Housing Counseling Agency to provide homebuyer education, evaluate buyers and ensure compliance with the income limits for Workforce Housing.
11. Developer to sell homes to homebuyers identified by the CRA as qualified on a first come, first qualified basis.
12. Developer to keep revenue from the sale of the home.

Comparison between current Affordable Housing Development Project and recommended Workforce Housing Development Project

Category	Current Affordable Housing Project (Sun Garden Isles)	Recommended Workforce Housing Project (College Gardens)
Architecture, surveys, etc.	CRA	CRA
Land Ownership	CRA conveys to Developer at no cost; Developer sells to homebuyer	CRA sells to Developer at a cost; Developer sell to homebuyer
Who develops/constructs	Developer	Developer
Down-Payment Assistance from CRA	\$20k (forgivable loan with 10 year residency)	\$0 (no residency timeline requirement)
Homebuyer Education and Income Certification	Required	Required
Sales Price	\$190k-\$212k	\$310k (approximately)
Homebuyer Income Level	80% AMI (area median income)	140% AMI (area median income)
Net Gain (Profit) to CRA	\$20k per home after sale to homebuyer	\$25k-\$35k per parcel from developer (estimated)

Attachments:

Property Map

Memo – Resolution No. 2018-093: Declaration of Restrictive Covenant

Resolution No. 2018-093: Declaration of Restrictive Covenant

Resolution No. 2018-094: Mid-Year Budget and back-up documents

Resolution No. 2019-048 – Convey Parcels to CRA with funding available

CRA Plan – continued from above

- Community Redevelopment Programs: Development and Improvement Incentives (p. 81 and p. 83)**

Direct Financial Incentives to Generate New Private Development

There is often an economic “gap” between the total cost of development of a project and the market value of the completed project, due largely to the high cost of site acquisition. There is a need for a reduction in cost to make projects financially viable for private developers. With regard to residential uses, there is a need to stimulate homeownership and offer new housing options in a range of prices in accordance with sound inclusionary housing strategies. 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. The CRA will prepare and adopt guidelines for determining eligibility and the amount of the incentive payment or discount.

Land Acquisition and Disposition

Land Banking and Site Assembly - In order to help further the purposes of the Plan, it may be necessary from time to time for the CRA to purchase a property or multiple properties either for current or future redevelopment opportunities. The CRA will be empowered to purchase properties to hold for current or future opportunities or to assemble with other properties. The CRA may also pay for related costs, including but not limited to, marketing, the request-for-proposal (RFP) process and transaction costs. This program shall be utilized as a

secondary tool after efforts have been made to encourage the private sector to take the lead in response to redevelopment opportunities.

- **CRA Wide Implementation Strategies to support Sub Area Redevelopment (p. 75)**

Land Acquisition and Disposition: The redevelopment that is envisioned by the Plan Concept will require the use of lands not currently owned or controlled by the CRA. In order to effectively undertake redevelopment it will be necessary for the CRA to acquire property, demolish and remove buildings and improvements in order to develop needed infrastructure or achieve other CRA purposes. Likewise, disposition of properties for redevelopment purposes may also be necessary. In the preparation of this CRA Redevelopment Plan a number of needs have been identified that will require the acquisition and/or disposition of property. These include, but are not limited to, open space needed to provide parks, greenways and landscaping of public areas; acquisition of vacant lots to provide replacement housing and infill redevelopment; and acquisition of future right of way for realignment of roadways and infrastructure improvements.

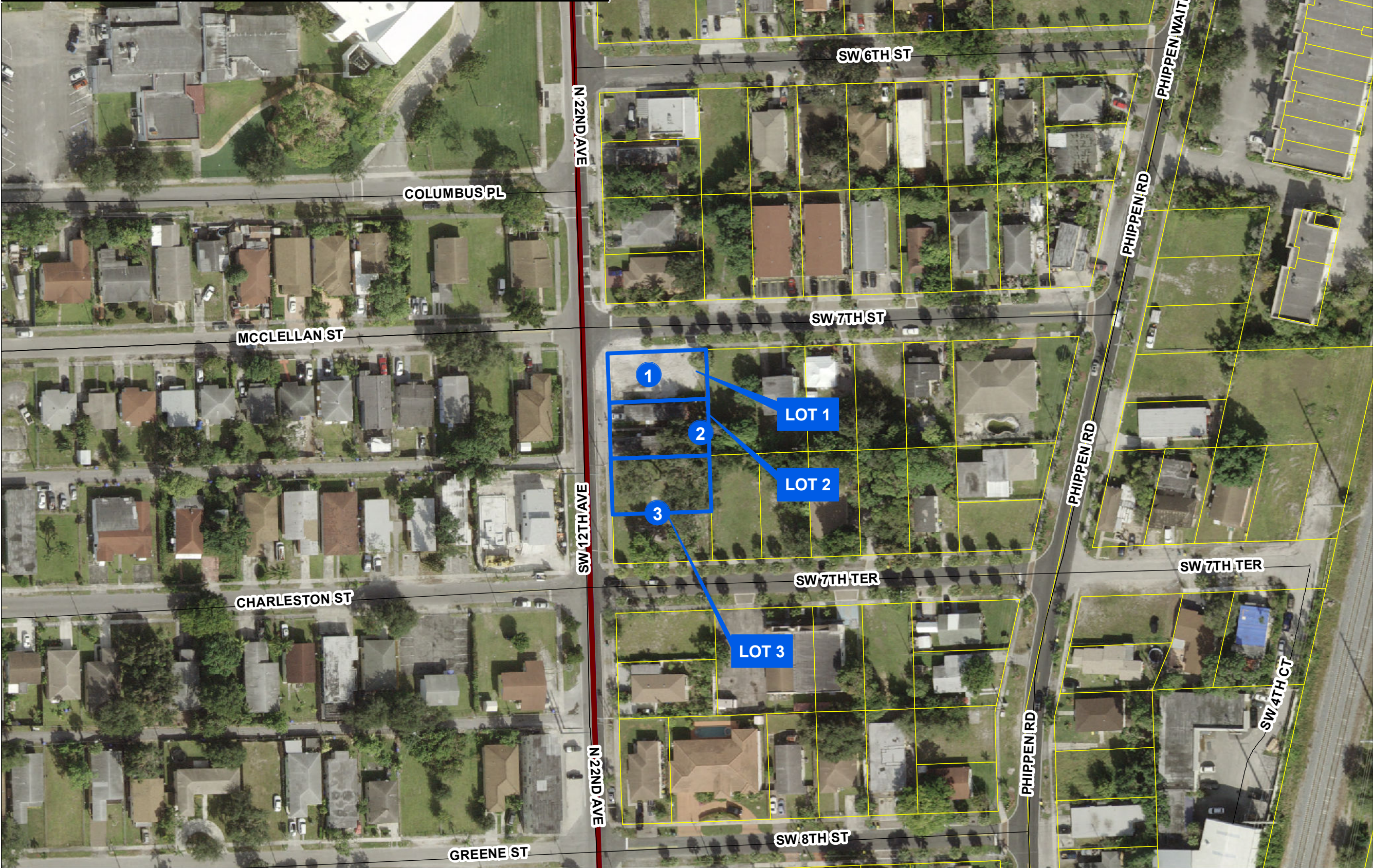
Land Acquisition and Disposition Implementation Strategies:

- 7.1. Identify priority areas for redevelopment and direct property acquisition efforts towards assemblages of parcels to accommodate redevelopment in those areas (6.c).
- 7.2. Conduct an analysis to further refine the preliminary costs for acquisition of properties needed for implementation of the CRA Plan (6.d).
- 7.3. Identify restrictions and covenants to be included in publicly owned and acquired properties to be disposed of that would run with the land prior to ensure that specific public purposes and/or CRA goals are met (6.e).
- 7.4. Acquire land, as identified in the CRA Sign Design Guidelines for the development of gateway signage (6.m – updated)
- 7.5. Identify funding and begin acquisition of vacant lots in the CRA neighborhoods to utilize for replacement housing and/or other redevelopment purposes (6.r).
- 7.6. Acquire right of way for substandard streets throughout the CRA (6.s).

- **CRA Plan: Policy Guidelines (p.23)**

2. The CRA shall work with the private sector, financial institutions, and interested investors to the fullest extent it deems reasonable to facilitate the maximum investment of private funds in the redevelopment area.
7. The CRA shall actively pursue the purchase and/or redevelopment of vacant or abandoned properties in the redevelopment area as a priority.
9. The CRA will actively partner with both public and private sector entities towards the achievement of its redevelopment goals and to gain the maximum leveraging of assets and cooperation.

MAP ID	FOLIO	LOT DIMENSIONS	ADDRESS
1	514203340580	56' W X 101' D	701 SW 12TH AVENUE
2	514203340570	56' W X 101' D	705 SW 12TH AVENUE
3	514203340560	56' W X 101' D	SW 12TH AVENUE



DANIA BEACH
CRA HOMES
JA ELY BLVD.
PARCELS MAP
LOTS 1, 2, AND 3

LEGEND

MAJOR ROADS

LOCAL STREETS

CRA BOUNDARY

PARCELS

CRA OWNED PARCELS

CRA MARKET RATE
HOUSING PROJECT-
SMITH CONVENIENCE
STORE

N

050100

FEET

1 INCH = 100 FEET

NOTE: FOR PLANNING
PURPOSES ONLY. AERIALS
ARE 2017 TRUE COLOR.
SOURCES: FDOT,
BROWARD COUNTY GIS,
AND CITY OF DANIA BEACH

CITY OF DANIA BEACH CRA
100 W. DANIA BEACH BLVD.
DANIA BEACH, FL 33004
954-924-6801
WWW.DANIABEACHCRA.ORG

D

DANIA BEACH

COMMUNITY REDEVELOPMENT AGENCY

MAP PRINTED ON FEBRUARY 26, 2020

DOCUMENT PATH: I:\DSPRADLEY\GIS\CRA_PHASE2HOMES_LOTS124_02262020.MXD

MEMORANDUM

Date: June 26, 2018

To: Tamara James, Mayor
Bill Harris, Vice Mayor
Chickie Brandimarte, Commissioner
Bobbie H. Grace, Commissioner
Marco A. Salvino, Sr., Commissioner

CC: Robert Baldwin, City Manager
Marc LaFerrier, Director, Community Development Department

From: Thomas J. Ansbro, City Attorney

Subject: Proposed City Commission Deed Restriction for
City Lots: “Smith Grocery”, “Tinglof” Parcels and
City Lot

Attached is a proposed Deed Restriction as discussed at the last CRA and City Commission meetings held on June 12, 2018. As Commissioner Grace requested, this is intended to ensure that the City Commission is committed to redevelop the Lots referenced above with single family, owner-occupied homes. The Restriction will last for twenty (20) years; however, the City Commission, by a unanimous vote, can release the Lots from the Restriction if it chooses to do so, at any time.

The Declaration also includes a separate Deed Restriction that will apply to new property owners when one or more of the Lots are sold for single family homes. A new owner must agree that the home will be owner-occupied when a Lot is purchased. The City will be able to add a time limit to the Restriction at the time of a sale, e.g., that the home must remain owner-occupied for five (5) years after the owner purchases the home.

A Resolution authorizing execution of the Deed Restriction is ready for Commission adoption.

RESOLUTION NO. 2018-093

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A DECLARATION OF RESTRICTIVE COVENANTS ON BEHALF OF THE CITY OF DANIA BEACH PERTAINING TO CITY OWNED PARCELS TO BE USED FOR SINGLE FAMILY, OWNER-OCCUPIED DWELLINGS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is the owner of certain real properties located in the City which are described in a Declaration of Restrictive Covenants, attached as Exhibit “A”, a copy of which is incorporated by this reference (such real properties together with any improvements now or subsequently located on them, being referred to as the “Properties”); and

WHEREAS, the City desires to reduce crime and revitalize neighborhoods within the City and to improve the quality of housing and encourage more single-family, owner-occupied homes; and

WHEREAS, the City wishes to ensure that the Properties are developed with such homes;

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

Section 1. That the foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the City Commission of the City of Dania Beach authorizes the proper City officials to execute the Declaration of Restrictive Covenants on behalf of the City pertaining to the Properties, to be used as single family, owner-occupied dwellings.

Section 3. That the City Manager and City Attorney are authorized to make minor revisions to the Declaration of Restrictive Covenants as are deemed necessary and proper for the best interests of the City.

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

Section 5. That this Resolution shall be in force and become effective immediately upon its passage and adoption.

PASSED AND ADOPTED on June 26, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

Prepared by:
THOMAS J. ANSBRO
Attorney at Law
CITY OF DANIA BEACH
100 W. Dania Beach Boulevard
Dania Beach, FL 33004
954-924-6800, Ext. 3635

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANTS (“Declaration”) is made as of June ____, 2018, by the CITY OF DANIA BEACH (the “Declarant”), a municipal corporation organized under the laws of the State of Florida.

W I T N E S S

WHEREAS, Declarant is the fee owner of certain real properties located in Broward County, Florida, which properties are more particularly described in Exhibit “A”, a copy of which is attached and incorporated by this reference (such real properties together with any improvements now or subsequently located on them, being referred to as the “**Properties**”); and

WHEREAS, Declarant desires to reduce crime and revitalize neighborhoods in the City of Dania Beach; and

WHEREAS, Declarant desires to improve the quality of housing and encourage more single-family, owner-occupied homes; and

WHEREAS, Declarant wishes to construct or have constructed new single-family, owner occupied homes on the Properties;

NOW, THEREFORE, Declarant, for itself and on behalf of its successors, heirs, assigns, legal representatives, lessees and transferees, including, without limitation, any owners and users of the Properties, declares and agrees that the Properties shall be held, sold, transferred, conveyed and occupied subject to the restrictions, covenants, obligations and agreements set forth in this Declaration which shall run with the Properties and shall be binding upon Declarant and its successors, heirs, assigns, legal representatives, lessees and transferees, including, without limitation, any owners and users of the Properties.

For a period commencing upon recording this Declaration and concluding twenty (20) years from that date, unless earlier terminated by unanimous vote of the Dania Beach City Commission, Declarant for itself and on behalf of its successors, heirs, assigns, legal representatives, lessees and transferees, including, without limitation, any owners and users of the Properties, agrees as follows:

1. SINGLE FAMILY UNITS. All units, structures and buildings to be constructed on the Properties shall be only be used for single family dwellings\ . The Properties and any portion of them shall only be conveyed for use as owner-occupied dwelling units. Any use of the Properties or activities on them which is inconsistent with such exclusive residential use is expressly prohibited.

2. ADDITIONAL AGREEMENTS. Declarant for itself and on behalf of its successors, heirs, assigns, legal representatives, lessees and transferees including, without limitation, any owners and users of the Properties, further covenants and agrees that any transfer, alienation or conveyance of the Properties and any portion of them shall be subject to and incorporate the following Deed Restriction:

All units on the Properties and any portion of them shall be used only for single family dwellings only. The Properties and any portion of them shall be occupied by the owner and shall be used exclusively as his, her, or their principal residence. Any use of the Properties and any portion of them and any activities on them which are also inconsistent with such exclusive residential use is expressly prohibited. Grantee, by accepting the deed to the Properties and any portion of them acknowledges, declares and covenants on behalf of Grantee and Grantee's successors and assigns (i) that these Deed Restrictions shall be and are covenants running with the land, encumbering the Properties and any portion of them, and are binding upon Grantee's successors in title and assigns, (ii) are not merely personal covenants of Grantee, and (iii) shall bind Grantee, and Grantee's successors and assigns, and inure to the benefit of and be enforceable by the City of Dania Beach.

3. REAL COVENANTS. Declarant for itself and on behalf of its successors, heirs, assigns, legal representatives, lessees and transferees including, without limitation, any owners and users of the Properties or any portion of them understands and agrees that the restrictions, covenants, obligations and agreements contained in this Declaration shall be real covenants running with the land and shall bind Declarant and its successors, heirs, assigns, legal representatives, lessees and transferees, including, without limitation, any owners and users of the Properties or any portion of them.

4. EFFECTIVE DATE AND TERMINATION. This Declaration shall become effective immediately upon recordation by Declarant and shall terminate upon expiration of the Term. This Declaration may also be terminated at any time by unanimous vote of the Dania Beach City Commission.

IN WITNESS OF THE FOREGOING, Declarant has caused these presents to be executed in its name by its City Commissioners acting by and through the Mayor, on the date first appearing above.

Signed, sealed and delivered
in our presence:

CITY OF DANIA BEACH, a Florida
municipal corporation

Witness: _____

By: _____

Print Name: _____

TAMARA JAMES
MAYOR

Witness: _____

Print Name: _____

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me on June____, 2018, by TAMARA JAMES, Mayor of the City of Dania Beach, who is [] personally known to me or who has [] produced _____ as identification.

My Commission Expires:

Notary Public

Exhibit “A”

Parcel 1

LOT 4, BLOCK 5, COLLEGE TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 19, PAGE 9, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

Parcel Identification Number: 5142 03 34 0580

Parcel 2

LOT 3, BLOCK 5, COLLEGE TRACT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 19, PAGE 9, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

Parcel Identification Number: 5142 03 34 0570

Parcel 3

LOT 2, BLOCK 5, COLLEGE TRACT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 19, PAGE 9, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; BEING THE SAME PROPERTY CONVEYED TO BROWARD COUNTY PURSUANT TO TAX DEED 16415, DATED 1/22/2003, RECORDED IN BROWARD COUNTY OFFICIAL RECORDS BOOK 34441, PAGE 1974.

Parcel Identification Number: 5142 03 34 0560

RESOLUTION NO. 2018-094

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE APPROPRIATION OF FUNDS FOR FISCAL YEAR 2017-2018, RELATING TO MID-YEAR REVIEW BY CITY ADMINISTRATION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Dania Beach approved a budget for fiscal year 2017-2018 in September, 2017; and

WHEREAS, the City Administration's mid-year review of funding and expenditures reflects a need for transfer of budget appropriations to reasonably complete the current fiscal year period for all City Funds through September 30, 2018;

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

Section 1. That the foregoing "Whereas" clauses are true and correct, and are made a part of and are incorporated into this Resolution by this reference.

Section 2. That other Fund appropriations and transfers as outlined below are approved:

<u>Fund</u>	<u>Account</u>	<u>Description</u>	<u>Increase / (Use)</u>	
General	001-22-01-522-46-10	Repair & Maint. Equipment	11,700	#1
"	001-18-00-519-99-10	Contingency	(11,700)	"
General	001-17-04-516-52-30	Software	3,995	#2
"	001-18-00-519-99-10	Contingency	(3,995)	
General	001-39-06-541-64-30	Machinery & Equipment	220,000	#3
"	001-271-00-00	General-Unrestricted Reserves	(220,000)	"
General	001-22-01-522-34-10	Contractual Services	76,000	#4
"	001-271-00-00	General-Unrestricted Reserves	(76,000)	"
General	001-18-00-519-34-10	Contractual Services	11,823	#5
	001-18-00-519-64-30	Machinery & Equipment	4,990	"
	001-271-00-00	General-Unrestricted Reserves	(16,813)	"
General	001-39-06-541-46-50	Maintenance of Grounds	18,000	#6
"	001-271-00-00	General-Unrestricted Reserves	(18,000)	"

General	001-39-06-541-46-50	Maintenance of Grounds	9,400	#7
“	001-271-00-00	General-Unrestricted Reserves	(9,400)	“
Capital	301-72-60-572-63-10	Beach Revitalization Phase II	18,877	#8
“	301-72-59-572-63-10	Beach Revitalization Phase I	(18,877)	“
Parking	404-45-03-545-34-10	Contractual Services General	19,208	#9
“	404-45-02-545-99-10	Parking Fund Contingency	(19,208)	“
Water	401-33-03-533-34-10	Contractual Services General	25,253	#10
“	401-33-01-533-99-10	Water Fund Contingency	(14,000)	“
“	401-276-00-00	Water-Unrestricted Reserves	(11,253)	“
Building	107-15-02-524-12-10	Salary & Wages	4,312	#11
“	107-15-02-524-21-10	FICA	280	“
	107-15-02-524-21-20	Medicare	63	“
	107-15-02-524-22-10	City Pension	5,129	“
	107-15-02-524-22-20	FRS	95	“
	107-15-02-524-22-30	Deferred Comp	22	“
	107-15-02-524-99-10	Contingency	(9,901)	“
General	301-39-56-541-63-10	Oasis Housing Project	500,000	#13
“	001-271-00-00	General-Unrestricted Reserves	(500,000)	“
General	001-271-08-00	Hurricane Reserves	2,000,000	#14
“	001-271-00-00	General-Unrestricted Reserves	(2,000,000)	“

Section 3. That the City of Dania Beach, Florida authorizes the proper City officials to execute the necessary agreements or memorandum of understanding as necessary to facilitate the acquisition of the Fire Safety Officers and Security Guards.

Section 4. That the City Manager and City Attorney are authorized to make minor revisions to such documents as are deemed necessary and proper for the best interests of the City.

Section 5. That the City Manager is authorized to add one (1) Permit Service Specialist position to the City’s current personnel staffing level.

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 upon its passage and adoption.

PASSED AND ADOPTED on June 26, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

RESOLUTION NO. 2019-048

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA AUTHORIZING THE CONVEYANCE OF TEN (10) PARCELS OF CITY-OWNED LAND (“PROPERTY”) WITHIN THE DANIA BEACH COMMUNITY REDEVELOPMENT AREA AT A PRICE OF TEN DOLLARS (\$10.00) PER PARCEL TO THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY (“CRA”) FOR THE PURPOSE OF USING THE PROPERTY TO FACILITATE SINGLE-FAMILY HOUSING DEVELOPMENT IN THE COMMUNITY REDEVELOPMENT AREA; AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE DEEDS AND RELATED DOCUMENTS FOR EACH PARCEL FOR THIS PURPOSE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, at the May 14, 2019 City Commission meeting, the City Commission, identified ten (10) vacant parcels (the “Property”) in the Redevelopment Area which are owned by the City and which the City Commission, by motion and consensus, desires to convey to the Dania Beach Community Redevelopment Agency (CRA) for the purpose of accomplishing the redevelopment goals that are outlined in the CRA Redevelopment Plan; and

WHEREAS, the Redevelopment Plan goals include (1) enhance and reinforce the CRA sub areas; (2) eliminate substandard housing and provide affordable housing alternatives; (3) redevelop the CRA in a manner that is energy efficient and sustainable; (4) attract targeted new industries and retain and expand core industries; and (5) enhance redevelopment activities through an active marketing strategy that supports redevelopment initiatives; and

WHEREAS, the City believes that by conveying the City-owned properties to the CRA, it will facilitate identifying and securing private and public funding to develop viable projects; and

WHEREAS, the desired City-owned properties are within the boundaries of the Redevelopment Area, consisting of parcels located at (1) Old Griffin Road (Folio No. 5042-34-06-0640); (2) 524 NW 3rd Terrace (Folio No. 5042-34-06-0260); (3) 509-511 NW 3rd Terrace (Folio No. 5042-34-06-0230); (4) 137 NW 4th Avenue (Folio No. 5042-34-01-1190); (5) 56 NW 8th Avenue (Folio No. 5042-34-23-0130); (6) 608 W. Dania Beach Boulevard (Folio No. 5042-34-01-2520); (7) NW 14th Way (Folio No. 5042-33-15-0060); (8) 701 SW 12th Avenue (Folio No. 5142-03-34-0580); (9) 705 SW 12th Avenue (Folio No. 5142-03-34-0570); and (10) SW 12th

Avenue (Folio No. 5142-03-34-0560); which are more fully described in Exhibit "A", which is attached and incorporated by this reference ("Property"); and

WHEREAS, the City Commission has identified that the Property can be used by the CRA as a tool for housing development in the Redevelopment Area; and

WHEREAS, the City Commission previously provided funding in the amount of Five Hundred Thousand Dollars (\$500,000.00) to be utilized for an OASIS Housing project for the properties commonly known at the Smith Store which has been designated as a capital project;

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

Section 1. That the above "WHEREAS" clauses are ratified and confirmed, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the City Commission approves the conveyance of the Property, which is legally described in Attachment "A", to the CRA at the price of ten dollars (\$10.00) per parcel which is considered minimum consideration.

Section 3. That funding is authorized to be transferred from the City Commission Capital Projects Oasis Housing Project Account 301-39-56-541-62-10 to a Dania Beach Community Redevelopment Agency ("CRA") Fund Capital Project Account to be identified upon approval and acceptance by the CRA Board.

Section 4. That upon the conveyance of the Property, the CRA shall maintain the Property in accordance with all applicable laws, regulations, ordinances and codes.

Section 5. That the City Commission authorizes the proper City officials to execute a Deed for each parcel, in substantially the form approved by the City Attorney.

Section 6. That the proper City officials shall record in the County public records all deeds and shall provide a copy of such recorded instruments to the Clerk of the City Commission and CRA Board within thirty (30) days of execution and final acceptance.

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

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

PASSED AND ADOPTED on May 28, 2019.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY