

**DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING**  
**MAY 12, 2020 at 5:30 PM**  
***VIRTUAL MEETING AND PUBLIC COMMENTS PROCEDURE***

The Dania Beach Community Redevelopment Agency (CRA) will be conducting a “Virtual” CRA Board meeting utilizing communications media technology (“CMT”), in accordance with Governor Ron DeSantis’ Executive Order No. 20-69, dated March 20, 2020, related to conducting local government public meetings while under the public health emergency related to the spread of Novel Coronavirus Disease 2019 (COVID-19). City Hall building is closed to the public.

Please visit [www.daniabeachfl.gov/virtualmeetings](http://www.daniabeachfl.gov/virtualmeetings) for detailed instructions on how to attend and participate in virtual CRA Board meetings. Public access to this virtual meeting can be accomplished as follows:

- Watch Meeting on the City’s YouTube Channel at [www.daniabeachfl.gov/2654/Watch-DaniaTV](http://www.daniabeachfl.gov/2654/Watch-DaniaTV)
- Watch Meeting on Comcast Cable Channel 78
- Join the Meeting virtually or by telephone using RingCentral Meetings

Any member of the public wishing to comment publicly on any matter including on specific agenda items can do so by one of the following options:

Before 2:00 p.m. on the day of a meeting, comments can be submitted into the record using the following link:

<https://daniabeach.seamlessdocs.com/f/PublicSpeakingFormCRAMeeting> *(all public comments submitted will be provided to the CRA Board prior to the meeting and will be attached to the minutes of this meeting and become part of the official record)*

Participating in a public meeting using the video conference platform:

- Virtual attendance: download and install RingCentral Meetings and join using the meeting ID; to be recognized during public comment, click “Raise my hand” in the software
- Telephone attendee: dial meeting phone number and enter meeting ID; to be recognized during public comment, dial \*9 to raise your hand

For more information about this CRA Board meeting or submitting a public comment at the meeting, please contact:

Thomas Schneider, City Clerk  
City of Dania Beach  
100 W Dania Beach Boulevard  
Dania Beach, FL 33004  
954-924-6800 | [tschneider@daniabeachfl.gov](mailto:tschneider@daniabeachfl.gov)

NOTICE: This meeting is open to the public. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact the Office of the City Clerk, 954-924-6800 ext. 3624, no later than two days prior to such proceeding. Anyone wishing to appeal any decision made by the Dania Beach CRA Board with respect to any matter considered at such meeting or hearing will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Agenda items may be viewed online at [www.daniabeachfl.gov](http://www.daniabeachfl.gov).

**Instructions for Participating and Viewing  
Dania Beach CRA Board Virtual Meeting  
May 12, 2020 at 5:30 PM**

**Through the City's Website:**

Please click the link below:

[www.daniabeachfl.gov/2654/Watch-DaniaTV](http://www.daniabeachfl.gov/2654/Watch-DaniaTV)

**Through Comcast Channel 78:**

If you are a Comcast/Xfinity customer, please go to Channel 78 to view the meeting.

Before 2:00 p.m. on the day of the meeting, submit Public Comments by clicking this link:

<https://daniabeach.seamlessdocs.com/f/PublicSpeakingFormCRAMeeting> *(all public comments submitted will be provided to the CRA Board prior to the meeting and will be attached to the minutes of this meeting and become part of the official record)*

**Options for Viewing and Participating in the Meeting Using RingCentral Meetings software**

Visit <https://www.ringcentral.com/apps/rc-meetings> to download and install the software on your device

**Use this meeting link to join as an attendee:**

<https://meetings.ringcentral.com/j/1494160987>

**Using your telephone** – for higher quality, dial a number based on your current US location:

+1(720)9027700 (US Central)  
+1(773)2319226 (US North)  
+1(469)4450100 (US South)  
+1(470)8692200 (US East)  
+1(623)4049000 (US West)

**Enter the meeting ID:** 149 416 0987

**To raise hand and be acknowledged to speak:**

1. Users who call in can dial \*9 to raise their hand
2. If using the meeting software, to raise hand click or tap "Participants", then choose the option to raise hand.
3. Once you have been selected to speak, you may be prompted to unmute your device or this will be done for you.



**AGENDA**  
**COMMUNITY REDEVELOPMENT AGENCY**  
**VIRTUAL REGULAR MEETING**  
**TUESDAY, MAY 12, 2020 - 5:30 PM**

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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.

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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.

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**1. CALL TO ORDER/ROLL CALL**

**2. CITIZEN COMMENTS**

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

**3. ADMINISTRATIVE REPORTS**

1. Administrative Report Memo

**4. PRESENTATIONS**

1. Bob Swindell, CEO, Greater Fort Lauderdale Alliance
2. Victoria Guerrero, District Director, U.S. Small Business Administration

**5. CONSENT AGENDA**

1. Minutes:  
Approve Minutes of April 28, 2020 CRA Board Virtual Meeting
2. Travel Requests: None
3. RESOLUTION NO. 2020-CRA-004

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY

REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH 4 N FEDERAL DANIA, LLC, A FLORIDA LIMITED LIABILITY COMPANY, TO RECEIVE FUNDING IN CONNECTION WITH THE BROWARD REDEVELOPMENT PROGRAM (BRP) GRANT IN THE AMOUNT OF ONE MILLION DOLLARS (\$1,000,000.00) FOR THE PROJECT LOCATED AT THE NORTHEAST CORNER OF FEDERAL HIGHWAY AND EAST DANIA BEACH BOULEVARD WITHIN THE DANIA BEACH COMMUNITY REDEVELOPMENT AREA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

4. RESOLUTION NO. 2020-CRA-005

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING EXECUTION OF A THIRD AMENDMENT TO A LOAN AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA (“COUNTY”), AND THE CITY OF DANIA BEACH, FLORIDA (“CITY”), PERTAINING TO THE PARKING GARAGE INFRASTRUCTURE PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

**6. PROPOSALS AND BIDS**

**7. DISCUSSION AND POSSIBLE ACTION**

**8. BOARD MEMBER COMMENTS**

**9. INFORMATION ITEMS**

**10. ADJOURNMENT**

## Memorandum

To: Chair, Vice Chair and Board of Directors  
From: Rickelle Williams, Executive Director  
Date: May 12, 2020  
Re: **Administrative Report**

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### 1. **Business Retention Outreach/Economic Development Report**

Since the April 28, 2020 CRA Board meeting, the Economic Development Manager has reached out to twenty (20) Dania Beach businesses in the Redevelopment Area and continued to obtain information on assistance programs through webinars and virtual workshops. The CRA continues to share information via the CRA website and through social media. Please see attached Economic Development report.

### 2. **PATCH continues to donate produce to community and continues Online Ordering System**

Following the April 28th CRA Board meeting, the PATCH provided produce to American Legion Post 209 and Post 304 and the Dania Beach Lions Club. Since the COVID-19 shutdown began, the CRA has provided ninety (90) bags of produce to local organizations for distribution to residents in need. PATCH Donations to local not-for-profit organizations and faith groups are available on a recurring and ongoing basis as the shutdown continues.

The CRA is also continuing its online ordering and payment system, which launched in April 2020. Our staff continues to reach out to current and potential buyers via email and social media and we were able to offer retail sales to twenty-two (22) customers since online ordering began. Fresh produce is available to members of the community through our online system. Through the Fresh Access Bucks program (EBT/SNAP), customers receive 50 percent off PATCH grown produce at the PATCH if they utilize their SNAP benefits.

We are currently exploring the reintroduction of volunteers at the PATCH on a limited basis to support the PATCH team. Social distancing measures to protect PATCH staff and volunteers are being considered.

### 3. **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. *The Development Agreement with 4 N Federal Dania, LLC is being presented on today's CRA Board meeting agenda*

### 4. **At Home Dania Beach – First Time Homebuyer Program**

CRA staff continues to field inquiries from individuals interested in purchasing a home through the First Time Homebuyer Program. Housing Foundation of America, our housing counseling agency, has provided interested buyers with a virtual homebuyer education course option, which is a requirement for the program. *The four (4) previously approved buyers have entered into a contract to purchase the homes from the developer.* These buyers are also seeking funding from Broward County. There are two (2) homes remaining. Once there are qualified

potential buyers, CRA staff will present these potential buyers to the CRA Board for approval to enter the lottery for down-payment/closing cost assistance. All remaining funding is available on a first come, first qualified, first served basis.

**5. At Home Dania Beach – Affordable Housing Development**

Construction on the six (6) homes has continued through the shutdown, which has slightly affected the development schedule. However, CRA staff does not foresee contractual issues based on the development agreement. Interior work is being done on the homes as well as exterior painting and landscaping. *The homes are projected to be completed by the end of this month.*

**6. Rebranding Initiative**

Neighborhood and park signage installations have resumed and the contractor is gradually installing the signs while taking proper safety procedures. On April 29, 2020, the CRA Executive Director, Public Services Director and the Landscape and Facilities Manager participated in a site visit to inspect locations of previously installed neighborhood and park signs to determine appropriate landscaping. A few larger signs at strategic locations are also being contemplated and will likely have a budgetary impact once finalized. In addition, some new sign locations have been identified. Entryway signs have been approved by FDOT and are pending approval from the City of Dania Beach.

**7. Florida Redevelopment Association (FRA) Academy Training**

All FRA Academy training sessions have been suspended. FRA management has advised that the Academy Committee is currently working on options for moving forward with courses. At the time of writing no decision had been taken.

**8. Upcoming Events**

The PATCH mobile and standard markets have been suspended until COVID-19 restrictions are lifted.

**ECONOMIC DEVELOPMENT REPORT  
CRA BOARD MEETING  
MAY 12, 2020**

**COVID-19 Outreach**

As part of the CRA's ongoing business outreach during the coronavirus pandemic, the Economic Development Manager contacted twenty (20) businesses between April 28<sup>th</sup> and May 5<sup>th</sup>.

Companies contacted were:

1. Accounting and Tax Pros, Inc.
2. Bake Shack
3. Blue Hair Salon
4. Cannabis Wellness Center
5. Pronto New York Style Pizza
6. Anglers Tackle, Inc.
7. Ultimate Car Wash
8. Stay Inn Boutique Hotel
9. Mac's Towing Services
10. Cross Pointe Care Center
11. Vista World Link, Inc.
12. Citizen Bike
13. Rock With U
14. Dania Scrap Metals
15. Lone Ranger Antiques
16. Daniel Events
17. Iuniforms.com
18. Signature Custom Wraps or Coatings
19. Sam's Coin Laundry
20. Big Apple Style Barbershop

Information disclosed included the following:

- One business informed the CRA that their application for the Federal Paycheck Protection Program was approved.
- Another business applied for funding for the Paycheck Protection Plan, but they haven't been notified if their application was approved or not.
- One company closed its customer service center, but continues to operate its warehouse.

The CRA sent information regarding Federal, State, and Local resources to a number of businesses that requested assistance and needed information on resources. All new companies contacted were added to the CRA's email database.

### **Webinars and Virtual Workshops**

To stay up-to-date with resources and developments during this time, CRA staff has attended COVID-19-related meetings and webinars hosted by the Greater Fort Lauderdale Alliance, the Florida League of Cities, OIC of South Florida, New Cities and the Urban Land Institute.

### **Workforce Housing**

CRA staff is currently assisting a real estate broker with promoting affordable or workforce housing development opportunity within the CRA boundary and within the Opportunity Zones.

### **Commercial Improvement Grants**

Two (2) out of the four (4) active commercial improvement grants are wrapping up or nearing completion within the next 2-3 weeks.

|                                        |                                          |
|----------------------------------------|------------------------------------------|
| ☞ Associates MD (\$20,000)             | Project Complete                         |
| ☞ Barbie Joe's (\$20,000)              | Project Complete                         |
| ☞ The Fish Grill Restaurant (\$17,486) | Scheduled Completion within 2weeks       |
| ☞ Alex's Flamingo Plaza (\$40,000)     | Scheduled Completion within 2 to 3 weeks |

### **Business Relocation**

The CRA has continued to work with NK Bistro Jamaican Cuisine (of Hollywood) to find a location within the City – company wants to relocate to Dania Beach. This company provides catering services for the CRA-sponsored Art in the Hall event.



# DANIA BEACH PATCH

Peoples Access To Community Horticulture

★ ★ ★ DANIA BEACH'S ★ ★ ★

## FARM & MARKET

1201 WEST DANIA BEACH BLVD

ONLINE

### Order Fresh, Low Cost Produce for Pick-up

- Pick-up days Tuesday and Friday from 10am to 11am
- Orders for pick-up on Tuesday must be received by Sunday at 11pm
- Orders for pick-up on Friday must be received by Wednesday at 11pm



- STEP 1** Email your order to [events@thepatchgarden.com](mailto:events@thepatchgarden.com)
- STEP 2** You will receive an order confirmation and invoice
- STEP 3** Pay the invoice with your card online or call for more options
- STEP 4** Pick-up will be scheduled
- STEP 5** Remain in your car, order will be placed in your trunk

EBT/SNAP  
RECEIVE 50% OFF  
FLORIDA-GROWN PRODUCE

For questions: email [events@thepatchgarden.com](mailto:events@thepatchgarden.com) or call: 954-922-0220



MINUTES OF VIRTUAL MEETING  
DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY  
TUESDAY, APRIL 28, 2020 – 6:00 P.M.

1. Call to Order/Roll Call

Chair Lewellen called the meeting to order at 6:00 p.m.

Present:

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

Motion to adopt resolution adopting public meeting procedures utilizing Communications Media Technology during declared public health emergency

1. RESOLUTION NO. 2020-CRA-002

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY (“CRA”), OF THE CITY OF DANIA BEACH, FLORIDA, PURSUANT TO THE GOVERNOR’S EXECUTIVE ORDER 20-69, AND FLORIDA STATUTES SECTION 120.45(5)(b)(2), ADOPTING A PROCESS AND RULES FOR THE USE OF COMMUNICATIONS MEDIA TECHNOLOGY FOR PUBLIC MEETINGS DURING THE DECLARED PUBLIC HEALTH EMERGENCY (COVID-19); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2020-CRA-002.

**Chair Lewellen motioned to adopt Resolution #2020-CRA-002; seconded by Vice-Chair Odman. The motion carried unanimously.**

2. Citizen Comments

There were no comments at this meeting.

3. Administrative Reports

3.1 Administrative Report Memo



Director Williams reviewed the information included in the agenda packet. She addressed budget related concerns regarding the COVID-19 pandemic and online ordering at the PATCH. She noted she met today with the County regarding the Trion project; she plans to have an item for this on the May 12<sup>th</sup> agenda.

Board Member James asked if we have sorted everything out regarding the Trion project and the quasi-judicial proceedings during a virtual meeting.

Director Williams felt there should not be an issue with moving forward with the quasi-judicial hearing.

City Attorney Ansbro noted we will be prepared to move forward with quasi-judicial hearings on May 12<sup>th</sup>.

Director Williams said a loan to grant agreement for the parking garage will be brought forward to both the CRA Board and City Commission. She addressed citizen and business inquiries regarding assistance during the pandemic and noted there will be two presentations on this at the May 12<sup>th</sup> CRA Board meeting. Additionally, an update will be given on the At Home Dania Beach program.

Chair Lewellen asked how many people are inquiring to participate in the At Home Dania Beach program weekly.

Director Williams explained we get six to seven people a week interested in the program.

Chair Lewellen asked if there are any numbers available with online-ordering from the PATCH.

Director Williams noted since it was started, we have received about 12 orders. She explained how the online ordering process has been working.

Board Member James confirmed there is a free online course for the At Home Dania Beach program and asked that information be provided.

Director Williams noted she would send the information to all the Board Members.

Board Member Brandimarte said residents should be informed that the online ordering for the PATCH is only open two days per week for pickup.

#### 4. Presentations

There were no presentations on this agenda.

#### 5. Consent Agenda

***Items Removed from Consent Agenda: #5.3***

- 5.1 Minutes:  
Approve Minutes of March 10, 2020 CRA Board Meeting
- 5.2 Travel Requests: None

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

**5.3 RESOLUTION NO. 2020-CRA-003**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA APPROVING THE ANNUAL REPORT FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2019; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2020-CRA-003.

Chair Lewellen noted there are financial numbers in the report that are unaudited.

Director Williams explained the numbers came from the Finance Department and how the audit regulations apply.

Chair Lewellen asked about the deadline for submission to the County and the City.

Director Williams responded the reports were provided by the March 31<sup>st</sup> deadline.

**Board Member James motioned to adopt Resolution #2020-CRA-003; 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**

- 7.1 Budgeting concerns - Chair Lewellen

Chair Lewellen noted items 7.1 and 7.2 go hand-in-hand and could be discussed in tandem.

- 7.2 Marketing events, budget impacts and alternatives

Director Williams reviewed the information included in the agenda packet. She recommended the major marketing events for the remainder of the fiscal year be cancelled in order to not have these expenditures.

Vice-Chair Odman noted Art in the Hall has a different structure to it as it is not an outdoor event and asked if there was a way to save it.

Director Williams explained each event has a different structure. The Art in the Hall event is supported by the larger Dania After Dark event; however, we could talk through holding it.

Board Member Brandimarte said an inside event is more dangerous than an outside event and she disagrees with holding Art in the Hall.

Chair Lewellen questioned if the CRA has looked at online conferences and contracts, such as Rebuilding Together Broward County.

Director Williams noted they have looked into the contracts and how they can be reconstructed, in particular the Rebuilding Together contract.

Chair Lewellen added she does not want to get to the point of cutting salaries so we should look at other areas.

Director Williams felt the virtual training would be utilized as we are looking at ways to be safe, and cut back on those things we could perhaps defer to next year.

Board Member James asked if the FRA Academy would offer a virtual class in order for her to stay on track.

Director Williams noted the FRA has not communicated whether they have developed a strategy during the pandemic. She also noted CRA Board travel is not addressed in her report; she was addressing CRA staff travel only.

**Board Member James motioned to cancel the Arts & Seafood Festival, Dania After Dark, and Art in the Hall for the remaining of this fiscal year; seconded by Vice-Chair Odman. The motion carried unanimously.**

#### 8. Board Member Comments

Board Member Brandimarte felt we have cancelled a lot of things for the right reasons.

Board Member Harris thanked the Board for their efforts.

Board Member James wanted to ensure if we continue doing virtual meetings that we address hard stops to a meeting.

9. Information Items

There were no items on this agenda.

10. Adjournment

Chair Lewellen adjourned the meeting at 6:44 p.m.

ATTEST:

COMMUNITY REDEVELOPMENT  
AGENCY

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THOMAS SCHNEIDER, CMC  
CRA SECRETARY

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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 AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH 4 N FEDERAL DANIA, LLC, A FLORIDA LIMITED LIABILITY COMPANY, TO RECEIVE FUNDING IN CONNECTION WITH THE BROWARD REDEVELOPMENT PROGRAM (BRP) GRANT IN THE AMOUNT OF ONE MILLION DOLLARS (\$1,000,000.00) FOR THE PROJECT LOCATED AT THE NORTHEAST CORNER OF FEDERAL HIGHWAY AND EAST DANIA BEACH BOULEVARD WITHIN THE DANIA BEACH COMMUNITY REDEVELOPMENT AREA

### Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

### Fiscal Impact/Cost Summary

### Exhibits Attached

Memo - Development Agreement 4 N Federal Dania, LLC, R-2020-CRA- 4 N Federal Dania, LLC Development Agreement, Exhibit A - Executed Recorded Dania Beach BRP Interlocal Agreement, Exhibit B - Development Agreement 4 N Federal Dania, LLC , Development Agreement Exhibit A - Property Description 4 N Federal Dania, LLC, Development Agreement Exhibit B - Site Plan 4 N Federal Dania, LLC, Development Agreement Exhibit C - Declaration of Restrictive Covenants 4 N Federal Dania, LLC, Development Agreement Exhibit D - Specifications 4 N Federal Dania, LLC

To: Chair, Vice Chair and Board of Directors

From: Rickelle Williams, Executive Director

Date: May 12, 2020

Re: **Development Agreement with 4 N Federal Dania, LLC (Trion mixed-use project)**

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**Redevelopment Goals (p. 3 – Adopted CRA Plan 2015)**

1. To Enhance and Reinforce the CRA Sub Areas
2. To Redevelop the CRA in a manner that is Energy Efficient and Sustainable

**Community Redevelopment Programs (p. 81-86 – Adopted CRA Plan 2015)**

- Direct Financial Incentives to Generate New Private Development -The CRA shall be empowered to financially subsidize commercial, residential, and mixed-use private development projects, including but not limited to, direct grants, and the sale of real estate owned by the CRA at a discounted price.
- Matching Funds for Grants - As provided by Chapter 163, Part III, Florida Statutes, CRAs may apply for and receive grants. Most grant programs require some level of matching funding from the recipient. The CRA will be empowered to use monies to provide matching funds for grants, regardless of what entity applies for the grant, provided the proceeds of the grant will be used for community redevelopment within the redevelopment area.
- Recreation Facilities: As more housing units are built as a result of redevelopment, there will be more people in the community redevelopment area, thus creating a need for additional, expanded, or improved recreation facilities. The CRA will be empowered to pay for new, expanded, or improved recreation facilities.

**CRA Plan: Policy Guidelines (p.23– Adopted CRA Plan 2015)**

- 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.
- The CRA shall work towards leveraging the maximum amount of financing resources possible to assist in the redevelopment.
- The CRA shall actively pursue the purchase and/or redevelopment of vacant or abandoned properties in the redevelopment area as a priority.
- 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.

**Background**

At the June 27, 2017 CRA Board meeting, the CRA Board authorized CRA staff to apply for a reimbursable grant through the Broward County Broward Redevelopment Program (BRP) for the Trion project. The CRA applied for the grant for public improvements supporting the Trion project, a 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 One Million Dollars (\$1,000,000.00).

In order to move forward with the grant award, an Interlocal Agreement with Broward County was required to be executed within one year of the grant award. The Interlocal Agreement was authorized

with the adoption of Resolution No. 2019-CRA-026 by the CRA Board on December 23, 2019 and was executed on January 23, 2020.

### **Current Situation**

The CRA seeks to enter into a Development Agreement with 4 N Federal Dania, LLC to facilitate development of the Project and to financially support the public improvements. 4 N Federal Dania, LLC is a single-purpose entity formed by Dev Motwani, the initial sponsor of the Project. The Project is proposed to create forty (40) jobs and consist of an eight (8) story, 340 market-rate, residential unit building, including approximately 13,000 square feet of ground floor retail space, buried utilities, wide sidewalks, a public park with exercise equipment, a fountain and on-site parking. Public improvements including the public park, fountain and wide sidewalks will be partially funded through the BRP grant and shall remain accessible to members of the public, in perpetuity, via a Declaration of Restrictive Covenant by the property owner, 4 N Federal Dania, LLC. The Declaration of Restrictive Covenant will run with the land, even once conveyed to 4 Dania Beach Holdings, LLC. The Declaration of Restrictive Covenant also stipulates that the public improvements will be owned and maintained by the property owner.

### **Fiscal Impact**

Costs for the public improvements for the Project will exceed One Million Dollars (\$1,000,000.00), however contributions from the CRA to the Developer will not exceed One Million Dollars (\$1,000,000.00). Grant funding from BRP to the CRA will not exceed One Million Dollars (\$1,000,000.00).

### **Recommendation**

Approve the Development Agreement with 4 N Federal Dania, LLC.

## **RESOLUTION NO. 2020-CRA-004**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY ("CRA") OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH 4 N FEDERAL DANIA, LLC, A FLORIDA LIMITED LIABILITY COMPANY, TO RECEIVE FUNDING IN CONNECTION WITH THE BROWARD REDEVELOPMENT PROGRAM (BRP) GRANT IN THE AMOUNT OF ONE MILLION DOLLARS (\$1,000,000.00) FOR THE PROJECT LOCATED AT THE NORTHEAST CORNER OF FEDERAL HIGHWAY AND EAST DANIA BEACH BOULEVARD WITHIN THE DANIA BEACH COMMUNITY REDEVELOPMENT AREA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the adopted CRA Plan provides that the CRA may utilize direct financial incentives to generate new private development and that 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; and

**WHEREAS**, the Board of County Commissioners of Broward County, Florida ("Board"), on April 23, 2013, approved the Broward Redevelopment Program ("BRP") grant, for the public purposes of removing slum and blight conditions, job creation, and economic development in Broward County; and

**WHEREAS**, the CRA submitted an application under the FY 2018-19 BRP and was approved for an award in the amount One Million Dollars (\$1,000,000.00) by the Board on March 5, 2019, to fund public improvements as part of a mixed-use development Project within the Dania Beach Redevelopment Area; and

**WHEREAS**, the Project is proposed to consist of an eight (8) story, 340 market-rate, residential unit building, including approximately 13,000 square feet of ground floor retail space, buried utilities, wide sidewalks, a public park with exercise equipment, a fountain and on-site parking; and

**WHEREAS**, on December 23, 2019, the CRA Board adopted Resolution No. 2019-CRA-026 authorizing an Interlocal Agreement (ILA) with Broward County for the BRP grant; and

**WHEREAS**, the ILA was executed on January 23, 2020, and is attached as Exhibit "A", and is made part of and incorporated into this Resolution by this reference; and



**WHEREAS**, Public Improvements including the public park, fountain and wide sidewalks will be partially funded through the BRP grant and shall remain accessible to members of the public, in perpetuity, via a Declaration of Restrictive Covenant by the property owner, 4 N Federal Dania, LLC to run with the land, even once conveyed to 4 Dania Beach Holdings, LLC.; and

**WHEREAS**, the Property Owner shall have the continuing obligation to maintain the Public Improvements in reasonably safe, sanitary and like-new condition, reasonable and ordinary wear and tear accepted, at its sole cost and expense, including, but not limited to, the replacement of each of the elements thereof lost or damaged as a result of use, weather, neglect, intentional misuse, vandalism, theft or accident; and

**WHEREAS**, in no event shall any governmental entity be deemed to have a duty to maintain the Public Improvements, unless such entity has undertaken such obligation in writing and, then, only to the extent such obligation is set forth in such written instrument; and

**WHEREAS**, costs for the Public Improvements for the Project will exceed One Million Dollars (\$1,000,000.00), however contributions from the CRA to the Developer will not exceed One Million Dollars (\$1,000,000.00), and grant funding entirely derived from Broward County “Broward Redevelopment Program” known as “BRP” to the CRA will not exceed One Million Dollars (\$1,000,000.00); and

**WHEREAS**, CRA staff deems it in the best interest of the CRA to enter into a Development Agreement with 4 N Federal Dania, LLC, to facilitate the Project which will promote redevelopment, job creation, tax revenue generation and the reduction of slum and blight for the benefit of the City of Dania Beach; and

**WHEREAS**, the CRA will fund the Developer in accordance with the Development Agreement, a copy of which is attached as Exhibit “B”, and is made part of and incorporated into this Resolution by this reference;

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

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

**Section 2.** That the CRA Board authorizes a Development Agreement for the Project in connection with the Broward Redevelopment Program ILA, to be executed with 4 N Federal Dania, LLC (“Developer”), a copy of which is attached as Exhibit “B”, and is made part of and incorporated into this Resolution by this reference; provided, however that no agreement will be effective unless and until it has been executed by all parties.

**Section 3.** That the CRA Board adopted Resolution 2019-CRA-026, authorizing a budget amendment to fund the Project in the amount of One Million Dollars (\$1,000,000.00).

**Section 4.** That upon completion of Milestone 1 of the Interlocal Agreement, the Board will provide the CRA with Three Hundred Thirty Three Thousand, Three Hundred Thirty Three Dollars (\$333,333.00) in advance-funding to start the Project, and the CRA will submit these funds to the Developer in compliance with Section 4 of the Development Agreement.

**Section 5.** Upon completion of Milestone 2 of the Interlocal Agreement, the remaining Six Hundred Sixty Six Thousand, Six Hundred Sixty Seven Dollars (\$666,667.00) will be paid to the Developer by the CRA and reimbursed by the Board to the CRA.

**Section 6.** That if adequate CRA resources are not available to complete all activity in accordance with Milestone 2, the CRA Board will accept a short-term loan from the City of Dania Beach’s General Fund not to exceed Six Hundred Sixty Six Thousand, Six Hundred Sixty Seven Dollars (\$666,667.00), to be reimbursed after the Board makes final disbursement to the CRA, subject to approval of the City of Dania Beach City Commission.

**Section 7.** That the Executive Director and CRA Attorney are authorized to make minor revisions to the Agreement as are deemed necessary and proper for the best interest of the CRA.

**Section 8.** That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

**Section 9.** That this Resolution shall be in force and take effect immediately upon its passage and adoption.

**PASSED** and **ADOPTED** on May 12, 2020.

ATTEST:

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THOMAS SCHNEIDER, CMC  
BOARD SECRETARY

---

LORI LEWELLEN  
BOARD CHAIRPERSON

APPROVED AS TO FORM AND CORRECTNESS:

---

THOMAS J. ANSBRO  
CRA ATTORNEY



**Housing Finance and Community Redevelopment Division**

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

February 7, 2020

Ms. Rickelle Williams, CRA Executive Director  
Dania Beach Community Redevelopment Agency  
100 West Dania Beach Boulevard,  
Dania Beach, Florida 33004

Dear Ms. Williams:

**Subject: Broward Redevelopment Program (BRP): Executed Originals – Trion Project**

Please find attached two (2) executed, original Interlocal Agreements (ILA), as recorded on January 28, 2020 for the BRP Trion Project. The agreement provides for public improvements including a public park, fountain and streetscape improvements. An electronic copy was also sent to you, the City Manager, and the City Attorney.

If you have any questions or comments, please call me at (954) 357-6679 or email at [gamoruso@broward.org](mailto:gamoruso@broward.org).

Best Regards,

A handwritten signature in blue ink, appearing to read "Glenn Amoruso", is written over a light blue circular background.

Glenn Amoruso  
Senior Program Project Coordinator, Housing Finance and Community Redevelopment Division

**Attachment**

**Cc w/o attachment:**

Ralph Stone, Director, Housing Finance and Community Redevelopment Division  
Maite Azcoitia, Deputy County Attorney  
Ana M. Garcia, City Manager  
Tom Ansbro, City Attorney  
Tom Schneider, City Clerk

Broward County Board of County Commissioners

Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Dale V.C. Holness • Nan H. Rich • Tim Ryan • Barbara Sharief • Michael Udine  
[www.broward.org](http://www.broward.org)

Return recorded document to:  
Broward County Housing Finance and  
Community Development Division  
110 NE 3<sup>rd</sup> Street, 3<sup>rd</sup> Floor  
Fort Lauderdale Florida, 33301

Document prepared by:  
Damaris Henlon, Assistant County Attorney  
Broward County Attorney's Office  
Governmental Center, Room 423  
115 South Andrews Avenue  
Fort Lauderdale, FL 33301

**INSTR # 116314862**  
Recorded 01/28/20 at 04:28 PM  
Broward County Commission  
21 Page(s)  
Mtg Doc Stamps: \$0.00  
Int Tax \$0.00  
#1

**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE DANIA BEACH  
COMMUNITY REDEVELOPMENT AGENCY FOR THE TRION PROJECT**

This is an Interlocal Agreement ("Agreement"), made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and the Dania Beach Community Redevelopment Agency, a public body corporate and politic, or its successor ("CRA"). County and CRA shall collectively be known as the "parties."

**RECITALS**

A. This Agreement is entered into pursuant to Section 163.01, Florida Statutes, also known as the Florida Interlocal Cooperation Act of 1969, as amended. Prior to the effectiveness of any provisions of this Interlocal Agreement and any amendments hereto, this Interlocal Agreement and any amendments shall be filed as provided by Section 163.01(11), Florida Statutes.

B. It is the purpose and intent of this Agreement for County and CRA to provide for a means by which each governmental entity may exercise cooperatively its respective powers and privileges in order to further a common goal.

C. The Board of County Commissioners of Broward County, Florida ("Board"), on April 23, 2013, approved the Broward Redevelopment Program, for the public purposes of removing blighting conditions, job creation, and economic development in Broward County.

D. No Broward Redevelopment Program funds will be awarded to a community redevelopment area created pursuant to Chapter 163, Part III, Florida Statutes, that is receiving the County's tax increment financing, or to a specific project that has previously received funding through the Broward County Redevelopment Capital Program as set forth in Chapter 19, Part III, of the Broward County Administrative Code.

E. All projects to be funded through the Broward Redevelopment Program are either within the boundaries of a community redevelopment area or areas that have been designated in a

county or municipal resolution or ordinance defining the area boundary and determining that the area meets the blighting conditions as described in Chapter 163, Part III, Florida Statutes.

F. Projects that are eligible to apply for Broward Redevelopment Program funding include public improvements.

G. The Board approved Broward Redevelopment Program funding for Fiscal Year 2018 on June 6, 2017, and CRA submitted an application for funding for a project, said project having been reviewed and recommended for approval to the Board.

H. The project is the Trion Project, for a total funding amount not to exceed One Million Dollars (\$1,000,000.00) (the "Project").

I. The Board approved the Project on March 5, 2019, as part of Agenda Item #7.

J. CRA and County hereby agree that the Project, during the term of this Agreement and any amendments hereto, shall be funded through non ad valorem revenue sources pursuant to the requirements of the Broward Redevelopment Program.

K. The Project has been deemed to be eligible for the Broward Redevelopment Program as the Project addresses the public purposes of economic development, job creation, and removal of blighting conditions so as to have long-term positive impacts on the community by providing a decent, secure, and attractive living and working environment.

L. CRA has submitted design plans as part of the application, the cost estimate of County staff compares favorably with CRA's submitted cost estimate, and the submitted contributions from non-County sources appear reasonable for the estimated total project cost.

M. CRA, as part of the application, has submitted that forty (40) new permanent jobs will be created as a result of this Project.

N. The parties desire to delineate their areas of responsibility with respect to the Project and funding.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, County and CRA agree as follows:

## **ARTICLE 1 - DEFINITIONS**

1.1 **Application** means the application for funding for the Project under the Broward Redevelopment Program that was submitted to County by CRA. The terms, conditions, certifications, requirements, and statements contained within the application are specifically incorporated into this Agreement as obligations of CRA. The Application is kept on file in the office of the Director, Broward County Housing Finance and Community Development Division.

1.2 **Contract Administrator** means the Director of the Housing Finance and Community Redevelopment Division or such person's successor as designated by County in writing.

1.3 **County Administrator** means the administrative head of Broward County appointed by the Board of County Commissioners.

1.4 **Economic development** means a project or activity that creates an identified number of new permanent jobs as detailed in the application for funding under the Broward Redevelopment Program.

1.4 **Public improvements** means improvements that further redevelopment including: transportation improvements (roadways, turn lanes, crosswalks, etc.); construction or expansion of public parking; streetscaping to facilitate access to businesses, employment, and transit; and landscaping and irrigation associated with the transportation, public parking, or streetscaping improvement. Landscaping and irrigation costs shall not exceed twenty percent (20%) of the cost of the Project.

1.5 **Redevelopment** means projects that address public purposes of removing blighting conditions and facilitating economic development opportunities and job creation, which public purposes have long-term positive impacts on the community by providing a decent, secure, and attractive living and working environment.

## ARTICLE 2 - SCOPE/PROJECT

2.1 The Project is located on the northeast corner of Federal Highway and Dania Beach Boulevard, in Dania Beach, Florida, within the redevelopment area as described in Exhibit A.

2.2 CRA and County hereby agree that the Project was approved by County as follows:

The Project shall consist of an eight (8) story, 340 market rate residential unit building, including approximately 13,000 square feet of ground floor retail, buried utilities, wide sidewalks, a public park with exercise equipment, a fountain, and onsite parking. Final unit count and retail square footage will fall within 10% above or below the aforementioned figures. County funding is limited to the public improvements associated with the Project; i.e., public park, fountain, and streetscape improvements. No County funding will be used for utility improvement costs.

2.3 CRA shall perform all work specified in this Agreement inclusive of the Exhibits, and agrees to comply with all the terms, requirements, and conditions of this Agreement. Unless stated otherwise in this Agreement, the work required of CRA includes all labor, materials, and tasks, whether or not enumerated in the Agreement, that are such an inseparable part of the work expressly stated in the Agreement that exclusion thereof would render CRA's performance



impractical, illogical, or unconscionable. CRA is responsible for implementing and conforming to the terms and conditions of this Agreement. CRA shall provide to County advance notice of all public meetings related to the Project. CRA shall keep County informed throughout the planning, design, and construction of the Project.

2.4 CRA acknowledges that Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the scope of services to be provided under this Agreement except as expressly provided herein.

2.5 Unless otherwise expressly stated herein or in the applicable Procurement Code, Code of County Ordinances, or County Code of Administrative Procedure, the Contract Administrator may act on behalf of County to exercise the authority and powers of County under this Agreement.

2.6 No Broward Redevelopment Program funds shall be used to clean up or remediate a contaminated site.

2.7 CRA is responsible for implementing and conforming to the terms and conditions of this Agreement. CRA shall provide to County a minimum of five (5) days of advance notice of all public meetings related to the Project. CRA shall keep County informed throughout the planning, design, and construction of the Project.

2.8 CRA shall establish and maintain a separate account for each Project for funds received from County pursuant to the Broward Redevelopment Program.

### **ARTICLE 3 - TERM OF AGREEMENT**

3.1 The term of this Agreement shall begin on the date it is fully executed by the parties ("Effective Date"). The termination of the Agreement shall be June 30, 2023.

3.2 All duties, obligations, and responsibilities of CRA required by this Agreement shall remain in full force and effect throughout the term of this Agreement, as set forth above, unless written notice of termination by County or CRA is provided pursuant to the Notices provision.

3.3 Time is of the essence for all performance required under this Agreement.

### **ARTICLE 4 - PAYMENTS/OBLIGATIONS**

4.1 The total maximum financial grant of County for the Project shall not exceed One Million Dollars (\$1,000,000.00). Landscaping and irrigation costs associated with the Project shall not exceed Two Hundred Thousand and 00/100 Dollars (\$200,000.00), which is twenty percent (20%) of One Million and 00/100 Dollars (\$1,000,000.00), or the actual cost of the landscaping and irrigation, whichever is less.



4.2 No County disbursement shall be made until each milestone identified for the approved Project is achieved. The milestones for this Project are as follows:

- a. The first milestone shall be submittal by CRA to County of evidence of Project site control acceptable to County, in the form of a recorded Declaration of Restrictive Covenants ("DRC") in substantially similar form to the attached Exhibit B; an executed construction contract; approved plans to commence the Project; and all required development and permit approvals to commence construction of the Project.

Upon approval by County of the recorded DRC, construction contract, the plans, and the development and permit approvals for the Project, a disbursement in the amount of Three Hundred and Thirty-Three Thousand Three Hundred and Thirty-Three Dollars (\$333,333.00) shall be made to CRA.

- b. The second milestone shall be at the completion of the Project, which shall be no later than three (3) years after the Effective Date of this Agreement. Completion will be deemed to have occurred when CRA submits all receipts, approved permits, certificates of completion, if any, copies of all permits with all required sign-offs, and all other necessary documentation indicating the work for the Project has been completed in a satisfactory manner. Final required sign-off shall include a professional engineer's signing and sealing that the Project is complete and operational, in substantial conformance with the plans and specifications.

At the completion of the Project, CRA shall provide verified actual costs satisfactorily demonstrated to have been expended by CRA for completion of the Project, in the minimum amount of the initial disbursement of Three Hundred and Thirty-Three Thousand Three Hundred and Thirty-Three Dollars (\$333,333.00), and in an amount not to exceed One Million Dollars (\$1,000,000.00). Upon County's review and approval of all required documentation from CRA, County shall disburse to CRA an amount not to exceed Six Hundred and Sixty-Six Thousand Six Hundred and Sixty-Seven Dollars (\$666,667.00), the balance on the total contract amount after the initial disbursement.

- c. CRA agrees that all County funds disbursed to CRA for the Project shall be returned to County if the Project is not completed and operational within three (3) years after the Effective Date of this Agreement.

4.3 At a minimum, documentation required for County's payment shall include:

- a. A signed letter from the CRA Board Chair or CRA Executive Director certifying completion of the milestone;

- b. As applicable, all contracts entered into in connection with the Project, detailing the scope of work and Project costs;
- c. For the second milestone, itemized actual costs with copies of supporting invoices; and
- d. For the second milestone, evidence of payment of Project costs by CRA, which at a minimum will include copies of canceled checks or wire transfers.

4.4 All documentation is subject to County's review and approval prior to payment. The documentation shall be submitted in electronic format acceptable to County. County may require that CRA furnish such additional materials and information as County believes relevant to support the request for payment. Funds shall be processed for disbursement within thirty (30) days after completion of County's review and approval of the complete documentation.

#### **ARTICLE 5 - REPORTING REQUIREMENTS**

In addition to the reporting requirements listed in Sections 163.356, 163.362, and 163.387, Florida Statutes, which are due by March 31 of each year, CRA shall submit to County on the anniversary date of the Effective Date of this Agreement, a detailed Annual Report of the progress made in carrying out the Project. This Annual Report shall include the Project development schedule, showing updates as appropriate, and a critical path timeline as to overall redevelopment within the declared redevelopment area. Additionally, the Annual Report shall include time frames and benchmarks including, but not limited to, accounting of County funding, enhancements to the tax base, any leverage of private or public funds, costs and revenues, growth in new business, number of jobs created and maintained, removal of blighting conditions, reduction in code violations, improvements to infrastructure, and ongoing benefits to the broader community. Financial information must include both expenditures for the current fiscal year and cumulative financial information for the Project. Also, a detailed six (6) month Progress Report shall be delivered to County every six (6) months after the Effective Date herein, except that the second Progress Report may be combined with the Annual Report. Each Progress Report shall contain Project performance information to include descriptions of the implementation activities undertaken, the achievement of milestones and benchmarks, the compliance with the established development schedule/time frames, the actual costs/expenditures, and the number of jobs created and maintained. The Annual Report and Progress Reports shall contain sufficient information for e County to determine if the Project conforms to this Agreement and the Broward Redevelopment Program and shall be in a format acceptable to County.

#### **ARTICLE 6 - TERMINATION**

6.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated

in a written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare or upon request by CRA. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

6.2 This Agreement may be terminated for cause for reasons including, but not limited to, CRA's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if CRA is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if CRA provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

6.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare, may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement. In the event this Agreement is terminated for cause, CRA shall return all sums paid by County under the Agreement through the termination date specified in the written notice of termination.

6.4 In the event this Agreement is terminated for convenience, CRA shall be paid for all work executed and actual expenses incurred prior to termination, including commitments which had become firm prior to the termination. All actual expenses incurred shall have sufficient back-up documentation acceptable to County, in its sole discretion, to verify that such expenses were actually incurred by CRA. CRA acknowledges that it has received good, valuable, and sufficient consideration from e County, the receipt and adequacy of which are hereby acknowledged by CRA, for County's right to terminate this Agreement for convenience.

## **ARTICLE 7 - MISCELLANEOUS PROVISIONS**

7.1 Public Records. To the extent CRA is acting on behalf of County as stated in Section 119.0701, Florida Statutes, CRA shall:

- a. Keep and maintain public records required by County to perform under this Agreement;
- b. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that

does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the records are not transferred to County; and
- d. Transfer to County, at no cost, all public records in possession of CRA upon completion or termination of this Agreement or keep and maintain public records required by County. If CRA transfers the records to County, CRA shall destroy any duplicate public records that are exempt or confidential and exempt. If CRA keeps and maintains public records upon completion of this Agreement, CRA shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

The failure of CRA to comply with the provisions of this section shall constitute a material breach of this Agreement entitling County to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. CRA will provide any requested records to County to enable County to respond to the public records request.

**IF CRA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CRA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-4900, RSTONE@BROWARD.ORG, 110 NORTHEAST 3<sup>rd</sup> STREET, SUITE 300, FORT LAUDERDALE, FLORIDA 33301.**

7.2 Assignment. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by a party. If CRA violates this provision, County shall have the right to immediately terminate this Agreement.

7.3 Audit Rights. County shall have the right to audit the books, records, and accounts of the CRA and its subcontractors that are related to this Project. CRA and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CRA and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time and, upon request to do so, CRA or its subcontractors, as applicable, shall make same available at no cost to County in written form.

CRA and its subcontractors shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by County to be applicable to CRA and its subcontractors' records, CRA and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CRA or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. CRA shall ensure that the requirements of this Section are included in all agreements with its subcontractors.

7.4 Materiality and Waiver of Breach. County and CRA agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

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

7.5 Notices. In order for notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change.

NOTICE TO COUNTY:

Director, Housing Finance and Community Redevelopment Division  
110 N.E. 3rd Street, Suite 300  
Fort Lauderdale, Florida 33301  
Email address: rstone@broward.org

With copy to:

Broward County Administrator  
115 South Andrews Avenue, Suite 409  
Fort Lauderdale, Florida 33301

NOTICE TO CRA:

CRA Executive Director  
Dania Beach Community Redevelopment Agency

100 W. Dania Beach Boulevard  
Dania Beach, Florida 33004

With copy to:

CRA Attorney  
100 W. Dania Beach Boulevard  
Dania Beach, Florida 33004

With copy to:

City Manager  
100 W. Dania Beach Boulevard  
Dania Beach, Florida 33004

7.6 Compliance with Laws. The parties shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing their duties, responsibilities, and obligations under this Agreement.

7.7 Independent Contractors. CRA is an independent contractor under this Agreement. Services provided by CRA pursuant to this Agreement shall be subject to the supervision of CRA. In providing such services, neither CRA nor its agents shall act as officers, employees, or agents of County. No partnership, joint venture, or other joint relationship is created hereby. County does not extend to CRA or its agents any authority of any kind to bind County in any respect whatsoever.

7.8 Third Party Beneficiaries. The parties do not intend that any person shall have a cause of action against any party as a third-party beneficiary under this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any party based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

7.9 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

7.10 Joint Preparation. This Agreement has been jointly prepared by the parties hereto and shall not be construed more strictly against any party.

7.11 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 7 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 shall prevail and be given effect.

7.12 Headings and Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires.

7.13 Governing Law, Venue, and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CRA AND COUNTY HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS PARTIES MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT.**

7.14 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and CRA. Further, CRA acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

7.15 Prior Agreements. This Agreement represents the final and complete understanding of the parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

7.16 Incorporation by Reference. The truth and accuracy of each Recital set forth above is acknowledged by the parties. The attached Exhibits A and B are incorporated into and made a part of this Agreement.

7.17 Representation of Authority. Each individual executing this Agreement on behalf of a party hereto does hereby represent and warrant that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party.

7.18 Force Majeure. If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of nonperformance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever and to the full extent such causes are removed. However, if such nonperformance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to immediately terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the parties may otherwise have to terminate this Agreement.

7.19 Counterparts. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is intentionally left blank.)

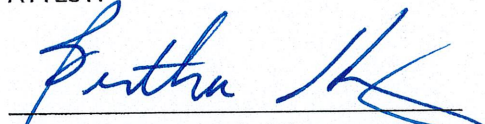


IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 5 day of March, 2020; and the Dania Beach Community Redevelopment Agency, signing by and through its Chair, duly authorized to execute same.

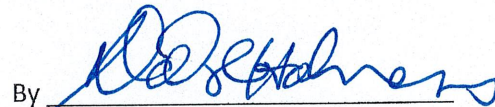
County

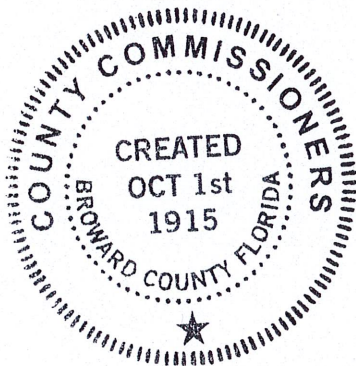
County

ATTEST:

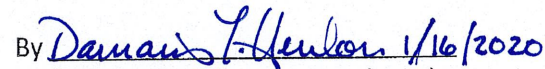
  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

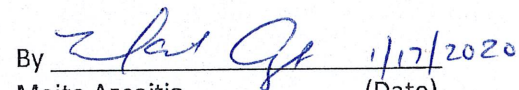
Broward County, by and through  
its Board of County Commissioners

By   
Mayor or Vice-Mayor  
23<sup>rd</sup> day of January, 2020



Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600

By  1/16/2020  
Damaris Y. Henlon (Date)  
Assistant County Attorney

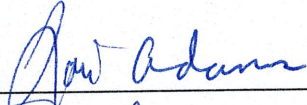
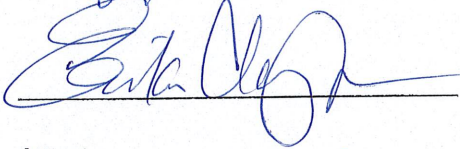
By  1/17/2020  
Maite Azcoitia (Date)  
Deputy County Attorney

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE DANIA BEACH COMMUNITY  
REDEVELOPMENT AGENCY FOR THE TRION PROJECT

Community Redevelopment Agency

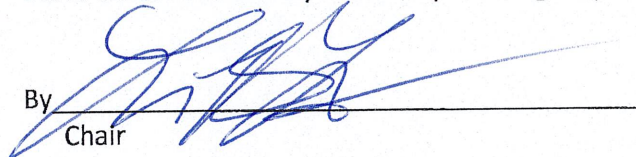
Witnesses:

Dania Beach Community Redevelopment Agency

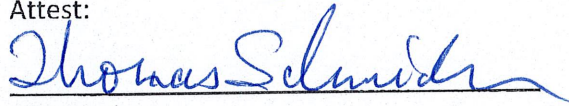
  


By

Chair



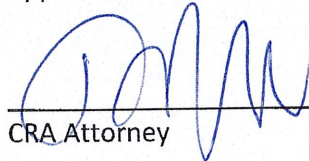
Attest:

  
CRA Clerk

(SEAL)



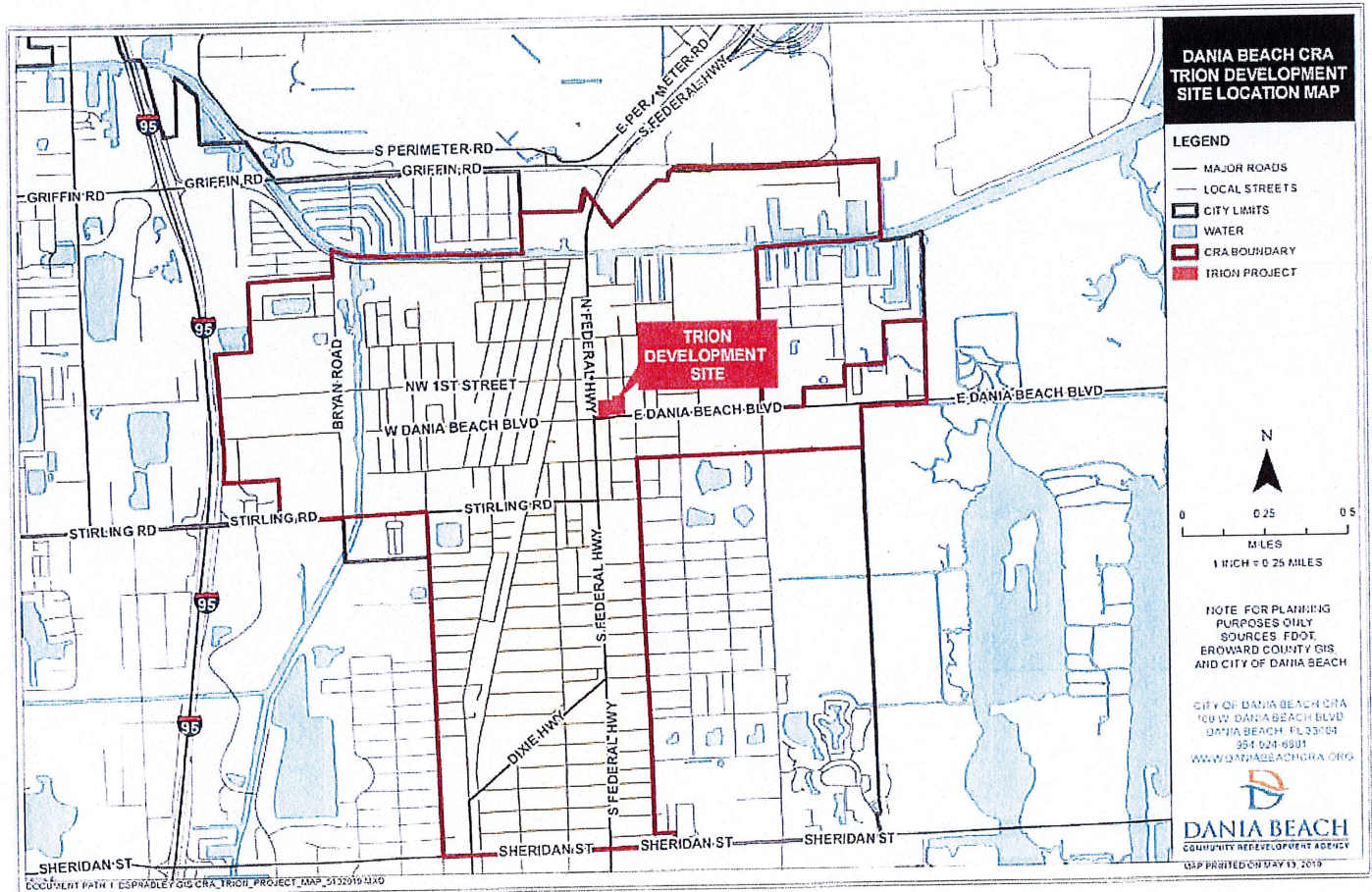
Approved as To Form:

  
CRA Attorney



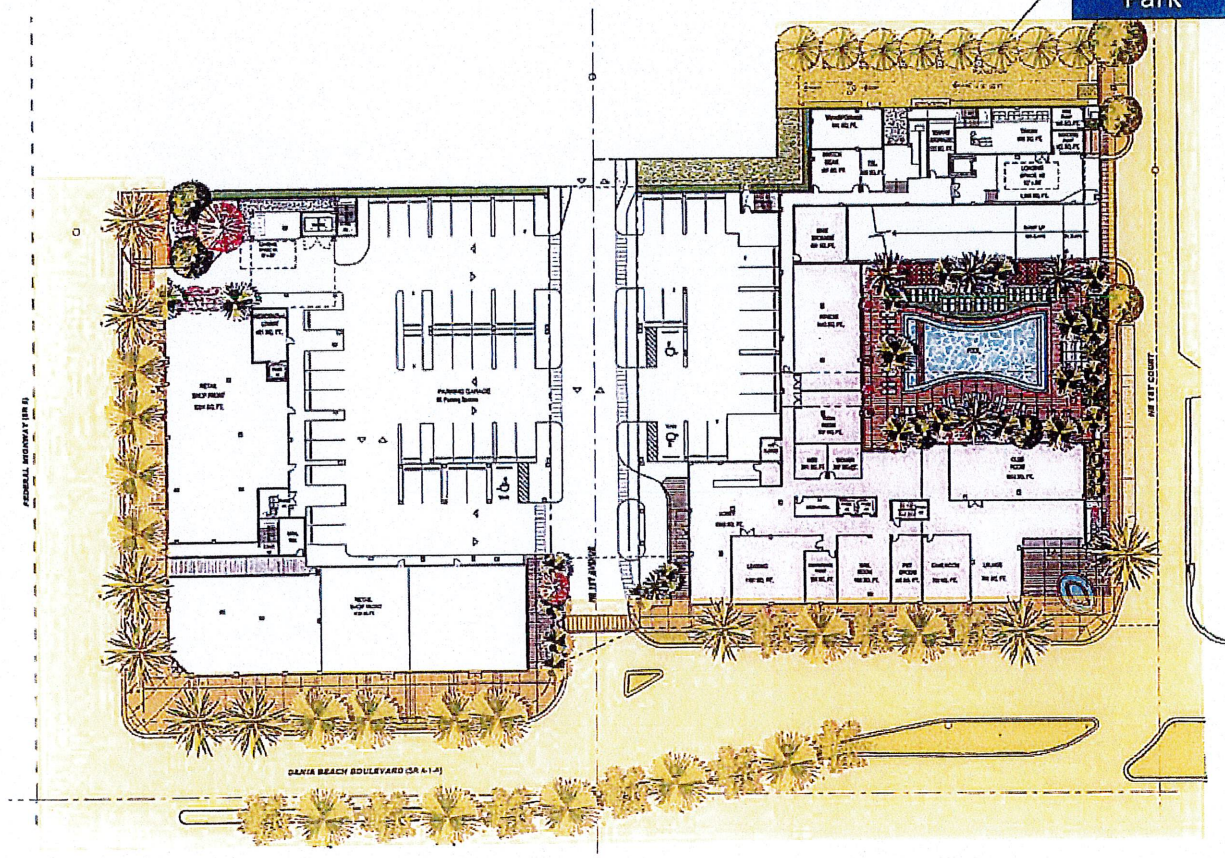
## EXHIBIT A

### Redevelopment Area and Project Location





### Redevelopment Area and Project Location

Public  
Park

## **EXHIBIT B**

### **DECLARATION OF RESTRICTIVE COVENANTS**

This Declaration of Restrictive Covenants ("Declaration") made by 4 N Federal Dania, LLC, hereinafter referred to as "Property Owner," and shall be binding upon Property Owner, its successors and assigns.

#### **RECITALS**

A. The Board of County Commissioners of Broward County, Florida ("Board"), on April 23, 2013, approved the Broward Redevelopment Program ("BRP"), for the public purposes of removing blighting conditions, job creation, and economic development in Broward County.

B. The Dania Beach Community Redevelopment Agency, hereinafter referred to as CRA, made application under the FY 2018-19 BRP and was awarded One Million Dollars for the funding of a public improvement project known as the "Trion Project," within the City of Dania Beach ("City").

C. The Trion Project provides for public park and streetscape enhancement on that portion of property described in Schedule A, attached hereto and incorporated herein ("Property"). The public park, a fountain and streetscape enhancements are illustrated on Schedule B ("Public Improvements").

D. A condition of the BRP is that projects receiving funding under that program remain accessible to members of the public in perpetuity.

E. Property Owner is the fee title owner of the Property.

F. In accordance with the BRP requirements, Property Owner is desirous of providing public access to the Public Improvements in perpetuity.

NOW, THEREFORE, Property Owner hereby declares that the Property shall be developed, held, maintained, transferred, sold, conveyed and owned subject to the following designations and restrictive covenants

#### **1. RECITALS**

The recitals set forth above are true and correct and are incorporated into these restrictive covenants.

2. RESTRICTIONS

The Public Improvements shall be accessible to members of the public in perpetuity. Such access shall not be restricted by barriers, gates, or otherwise, and shall not be subject to the payment of a fee, nominal or otherwise. Aforementioned access for the public park component of the Public Improvements will be limited to the hours of sunrise to sunset, will be open 365 days per year and will have a locking gate to prevent entry during non-operating hours.

3. MODIFICATION AND TERMINATION

No revisions to the Declarations of Restrictive Covenants shall be permitted unless specifically approved by the Board and City. If Property Owner, its successors, or assigns wish(es) to modify or terminate this Declaration, it shall be required to apply to the Board and City for an amendment to, or termination of, this Declaration. It shall be within the sole discretion of the Board and City as to whether to modify or terminate this Declaration and the restrictive covenants contained herein since Property Owner accepted the restrictive covenants contained within this Declaration as a condition for receiving BRP funding for its Trion Project.

4. COVENANT RUNNING WITH THE LAND

This Declaration of Restrictive Covenants shall be recorded in the Public Records of Broward County, Florida, and shall run with the Property described in Schedule A, and shall be binding on all persons and entities acquiring title to or use of the Property.

5. ENFORCEMENT; GOVERNING LAW

Broward County, through its Board of County Commissioners, its successors and assigns, and City are the beneficiaries of this Declaration and, as such, Broward County and City, collectively or individually, may enforce these restrictive covenants by action at law or in equity including, without limitation, a decree of specific performance or mandatory or prohibitory injunction, against any person or persons, entity or entities, violating or attempting to violate the terms of this Declaration. This document shall be construed in accordance with the laws of the state of Florida and venue shall lie within Broward County, Florida.

6. WAIVER

No waiver, modification, or termination of this Declaration shall be effective unless contained in a written document executed in the manner required by Paragraph 3. Any waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

7. INVALIDATION

Invalidation of any one of the restrictive covenants contained herein by judgment or court order shall in no way affect any other conditions which remain in full force and effect.

8. EFFECTIVE DATE

The Declaration of Restrictive Covenants shall become effective upon recordation in the Public Records of Broward County, Florida, at Property Owner's expense.

IN WITNESS WHEREOF, this Declaration of Restrictive Covenants is executed by \_\_\_\_\_, by and through its \_\_\_\_\_, duly authorized to execute same.

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

Print Name: Dev Motwani \_\_\_\_\_

Title: Manager \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

ATTEST:

\_\_\_\_\_

Secretary

(CORPORATE SEAL)

## **SCHEDULE A**

### **LEGAL DESCRIPTION OF PROPERTY**

PARCEL A:

PARCEL I:

LOT 15, LESS THE WEST 24 FEET AND ALL OF LOT 16, BLOCK 12, OF "TOWN OF DANIA", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK B, AT PAGE 49, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LAND LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PARCEL II:

LOTS 17 AND 18, BLOCK 12, "TOWN OF DANIA", ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK B. PAGE 49, PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID LAND LYING AND BEING IN BROWARD COUNTY, FLORIDA, LESS THE WEST 24- FEET OF LOT 18 FOR RIGHT-OF-WAY OF STATE ROAD No 5.

PARCEL B:

PARCEL B-1.

LOTS 19, 20, 21, 22, 23 AND 24, BLOCK 12, "THE TOWN OF MODELO", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 49, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LESS THE RIGHT-OF-WAY FOR STATE ROAD No. 5,  
AND LESS THE RIGHT-OF-WAY FOR DANIA BOULEVARD.  
SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PARCEL B-2

LOT 27, LESS THE RIGHT-OF-WAY OF DANIA BOULEVARD; LOTS 28, 29, 30 AND 31, BLOCK 2, "AMENDED PLAT OF BLOCK 2, ESKILSON ADDITION TO THE "CITY OF DANIA", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGE 10, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

LOTS 1, 2, 3, 4, 5 AND 6, BLOCK 1, LESS THE RIGHT-OF-WAY FOR DANIA BOULEVARD, TOGETHER WITH LOTS 1 AND 2, BLOCK 6, "BEACHWAY", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 33, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

PARCEL C:

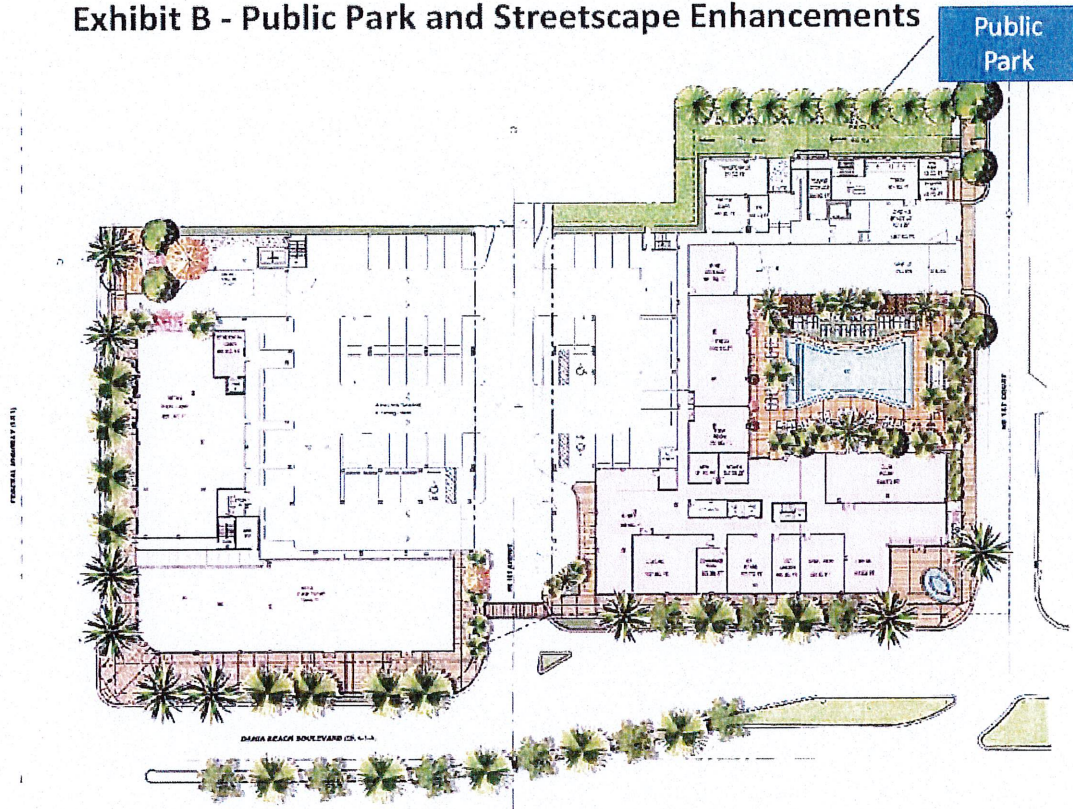
LOT 3, BLOCK 6, "BEACHWAY", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 33, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA



SCHEDULE B

PUBLIC PARK AND STREETScape ENHANCEMENTS

Exhibit B - Public Park and Streetscape Enhancements



## **DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** ( the “Agreement”) is made as of the last date of the execution hereof by and between the DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic, created pursuant to Part III of Chapter 163, Florida Statutes (the "CRA") having an address of 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, and 4 N FEDERAL DANIA, LLC, a Florida limited liability company (the "DEVELOPER"), having an address of 2455 E Sunrise Boulevard, Suite 1112, Fort Lauderdale, Florida 33304.

### **W I T N E S S E T H:**

WHEREAS, DEVELOPER proposes to develop the northeast corner of Federal Highway (SR5) and Dania Beach Boulevard (SRA-1-A), legally described on Exhibit A (the “Property”), attached hereto and made a part hereof, which development is proposed to consist of an eight (8) story, 340 market-rate, residential unit building, including approximately 13,000 square feet of ground floor retail space, buried utilities, wide sidewalks, a public park with exercise equipment, a fountain and onsite parking (“Project”); and

WHEREAS, CRA has determined that the realization of the Project, through an increase in taxable value, job creation, retail and housing opportunities, will be of material benefit to the Dania Beach community; and

WHEREAS, CRA, in light of such benefit, proposes to provide funding in an amount not to exceed One Million Dollars (\$1,000,000.00), through an award from the Broward Redevelopment Program Funds to offset the costs of certain public improvements including, but not limited to, transportation improvements (roadways, turn lanes, crosswalks, etc.); construction or expansion of public parking; streetscaping to facilitate access to businesses, employment and mass transit, and landscaping and irrigation associated with the transportation, public parking

and streetscape elements, as more particularly reflected on the site plan last dated the 9<sup>th</sup> day of December, 2019, a copy of which is attached hereto as Exhibit B; and

WHEREAS, CRA has entered into an Interlocal Agreement (“ILA”) with Broward County, a political subdivision of the State of Florida, for such funding under the Broward Redevelopment Program; and

WHEREAS, DEVELOPER is a single-purpose entity formed by Dev Motwani, the initial sponsor of the Project, for the purpose of developing the Project; and

WHEREAS, DEVELOPER intends to convey the Property to 4 Dania Beach Holdings, LLC, a Delaware limited liability company, to become the successor developer of the Project; and

WHEREAS, DEVELOPER and CRA acknowledge the ILA and the limitations on funding and the use of funding provided in connection therewith; and

WHEREAS, in connection with the fulfillment of the ILA, DEVELOPER shall enter into a Declaration of Restrictive Covenants, consistent with the proforma Declaration of Restrictive Covenants attached hereto, as Exhibit C, and the same shall be recorded in the public records of Broward County, Florida; and

WHEREAS, DEVELOPER and CRA are desirous of memorializing the funding agreement.

**NOW, THEREFORE**, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **INCORPORATION OF REPRESENTATIONS:** The foregoing representations made in the preamble WHEREAS paragraphs hereto are hereby deemed true and correct and the same are hereby incorporated herein, as if set forth verbatim.

2. **SCHEDULE OF CONSTRUCTION:** The following schedule shall be maintained by the DEVELOPER:

a. Conveyance of title to the Property to 4 DANIA BEACH HOLDINGS, LLC, a Delaware limited liability company;

b. Recordation of Declaration of Restrictive Covenants in substantially similar form to the proforma document attached hereto and made a part hereof as Exhibit “C”;

c. A fully executed construction contract, approved plans for the commencement of the Project by no later than October 31, 2020, which date may be extended up to ninety (90) additional days with advance written approval of the CRA Executive Director, provided all plans have been submitted but are pending approval from the CRA, the City of Dania Beach or the County, provided furthermore that DEVELOPER is working expeditiously and in good faith to advance the approval of such plans;

d. Issuance of a Certificate of Occupancy for the last element of the Project completed, not later than January 23, 2023, (the “Completion Deadline”), which Completion Deadline may be extended for a period of twelve (12) months upon satisfaction of the following conditions: (i) DEVELOPER has submitted the extension request to the CRA and Broward County no less than six (6) months prior to the original Completion Deadline, (ii) Broward County has authorized a commensurate extension of the funding under the ILA, and (iii) the buildings of the Project have reached “dried-in” status and (iv) there is no outstanding uncured Event of Default by the DEVELOPER;

e. A review of Project costs and expenses, certified by Borrower’s chief financial officer, and approved by the CRA, reflecting the costs for each of the items of Project costs for which reimbursement is to be made in such detail as will be reasonably necessary to associate the complete payment for the item with the specific item, accompanied by legible

copies of cancelled checks, wire transfers, receipts and other evidence of payment, together with an acknowledgement of the receipt thereof duly executed by and under the authority of the contractor, subcontractor or supplier performing the work or supplying materials.

3. **PUBLIC AND QUASI-PUBLIC IMPROVEMENTS:** The public and quasi-public improvements including, but not limited to, public parking, streetscape and park shall be provided according to the specifications in Exhibit “D,” attached hereto and made a part hereof, subject to any modifications required by the City of Dania Beach in connection with the issuance of the building permit for the Project.

4. **FUNDING:** Funding outlined below to be made by the CRA is solely predicated on the receipt by the CRA of the entire amount of the funding from Broward County in the form of Broward Redevelopment Program (“BRP”) funds. Funding of the elements of the Project contemplated herein shall be based upon the following schedule and fulfillment of the specific requirements described hereunder:

a. Funding in the amount of not more than Three Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars (\$333,333.00) shall be provided upon the fulfillment of a, b, and c of Section 2 hereof, above.

b. Funding in an amount not to exceed Six Hundred Sixty-Six Thousand Six Hundred Sixty-Seven Dollars (\$666,667.00) shall be provided upon the fulfillment of d and e of Section 2 hereof, above.

c. As a prerequisite to the funding provided in Subsections a and b hereof, Broward County approval shall be a condition as provided in Article 4 of the ILA.

d. The first installment in the amount of Three Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars (\$333,333.00) shall be distributed, if at all, only after the DEVELOPER has submitted to the CRA a fully executed construction contract

executed by the DEVELOPER and a duly licensed Florida general contractor, the plans, including engineering, HVAC drawings for all elements of the Project and the same have been approved by the CRA, the City of Dania Beach, and Broward County.

e. The second installment shall be distributed, if at all, after the DEVELOPER has submitted all receipts, and supporting invoices, approved permits, certificates of completion and all final certificates of occupancy. Funds expended for landscaping and irrigation costs shall not exceed Two Hundred Thousand Dollars (\$200,000.00) or the actual cost of landscaping and irrigation, whichever is less, as reflected in the certified statement required in Subsection 2e hereof.

f. Funding provided herein, through the first and second installments, shall be limited to the payment of costs of the Public Improvements associated with the Project, i.e., public park, fountain, and streetscape improvements. No such funding will be used for utility improvement costs.

5. **CRA'S RIGHTS TO TERMINATE:** The CRA shall have the right to terminate this Agreement for cause upon the occurrence of an Event of Default by DEVELOPER. The following events shall constitute an "Event of Default": (i) DEVELOPER'S repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, (ii) failure to perform the work substantially in accordance with the construction contract and the plans approved by the CRA, the City of Dania Beach and the County under Subsection 4d hereof, subject to any modifications required by the City of Dania Beach in connection with the issuance of the building permit for the Project, or (iii) a violation of any representation or covenant of this Agreement by Developer after thirty (30) days prior written notice of such violation by the CRA. This Agreement may also be terminated by the CRA if the DEVELOPER is placed on the Scrutinized Companies With Activities In Sudan List or Scrutinized Companies with Activities

in Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes. In addition, the CRA may terminate this Agreement if Broward County terminates the ILA as provided in Subsection 6.3 thereof.

6. **ASSIGNMENT.** Neither this Agreement or any interest herein shall be assigned, transferred, or encumbered by the DEVELOPER without the express advance written consent of the CRA and approval of Broward County, except for the assignment of this Agreement from DEVELOPER to 4 Dania Beach Holdings, LLC pursuant to Subsection 2(a) hereof, which shall be deemed a permitted assignment. Upon such conveyance and assignment, 4 Dania Beach Holdings, LLC shall be deemed the DEVELOPER hereunder.

7. **AUDIT RIGHTS.** The CRA shall have the right to audit the books, records, and accounts of the DEVELOPER and its subcontractors that are related to the Project, which audit shall be conducted at the CRA's sole cost and expense. The DEVELOPER and its subcontractors shall keep such books, records, and accounts as necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of the DEVELOPER and its subcontractor shall be kept in written form or in a form capable of conversion into written form within a reasonable time and, upon request of the CRA, the DEVELOPER shall make such records available, at no cost to the CRA.

8. **NON-WAIVER:** The making of this Agreement or the assessment of the collection of any monies due hereunder shall not constitute a waiver of the CRA'S inherent governmental right or statutory right or enforce any and all relevant codes, provisions or regulations with respect to the Property. The making, delivery and recording of this Agreement shall not give rise to or constitute a defense of equitable estoppel, waiver, accord and satisfaction, or any other affirmative defense to any action to be asserted by CRA in connection with the enforcement of the provisions of any applicable code or regulation.

9. **DISPUTES, VENUE, WAIVER OF JURY TRIAL; ATTORNEY FEES:**

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

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

b. Operations during Dispute. In the event that a dispute, if any, arises between the CRA and Developer relating to this Agreement, or its performance or compensation, the Consultant agrees to continue to render service in full compliance with all terms and conditions of this Agreement as required by the Developer.



c. Legal Representation. It is acknowledged and agreed that each party to this Agreement had the opportunity to be represented by legal counsel in the preparation of this Agreement.

10. **WAIVER:** No waiver by either party of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by the other party of the same, or any other provision or the enforcement thereof. Either party's consent to or approval of any act by the other party requiring the other party's consent or approval shall not be deemed to render unnecessary the obtaining of the other party's consent to or approval of any subsequent consent or approval of the other party, whether or not similar to the act so consented to or approved.

11. **NOTICE:** The delivery of any items and the giving of notice in compliance with the terms of this Agreement shall be accomplished by making same, in writing, and by the delivery thereof to the party intended to receive it or by mailing the same to the address of such party as hereinafter set forth. In the event such notice is made by mail, the same shall be given via U.S. mail, Return Receipt Requested and, unless otherwise provided herein, notice or delivery by mail shall be effective when mailed. For the purpose of notice hereunder, the parties addresses are:

TO: DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY  
ATTN: Rickelle Williams, CRA Executive Director  
100 W. Dania Beach Blvd.  
Dania Beach, FL 33004

COPY TO: DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY  
ATTN: Tom Ansbro, CRA Attorney  
100 W. Dania Beach Blvd.  
Dania Beach, FL 33004

TO: 4 N FEDERAL DANIA, LLC  
4 DANIA BEACH HOLDINGS, LLC  
ATTN: DEV MOTWANI  
2455 E. Sunrise Blvd.  
Suite 1112  
Fort Lauderdale, FL 33304

12. **BINDING EFFECT:** All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

13. **CONSTRUCTION:** This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Broward County, Florida.

14. **SEVERABILITY:** Should any word, phrase or provision hereof be declared illegal or invalid by a court of competent jurisdiction, such declaration of illegality, invalidity or both shall not affect the remainder hereof.

15. **ENTIRE AGREEMENT; MODIFICATION:** No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

16. **CAPTIONS AND PARAGRAPH HEADINGS:** Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

17. **JOINT PREPARATION:** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

18. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

19.. **EXHIBITS ARE INCLUSIONARY:** All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

**IN WITNESS WHEREOF,** the parties have hereunto set their respective hands and seals the day and year set forth below.

**[SIGNATURES TO FOLLOW]**

**ATTEST:**

**CRA:**

**COMMUNITY REDEVELOPMENT  
AGENCY, a public body corporate and  
politic**

\_\_\_\_\_  
**THOMAS SCHNEIDER  
CRA CLERK**

\_\_\_\_\_  
**LORI LEWELLEN  
CRA BOARD CHAIR**

**Date:** \_\_\_\_\_

**APPROVED FOR LEGAL FORM AND  
CORRECTNESS:**

\_\_\_\_\_  
**THOMAS J. ANSBRO  
CRA ATTORNEY**

**Date:** \_\_\_\_\_

**WITNESSES:**

**DEVELOPER:**

**4 N FEDERAL DANIA, LLC, a Florida  
Limited Liability Company**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DEV MOTWANI**  
**Title: Manager**

\_\_\_\_\_  
**PRINT Name**

\_\_\_\_\_  
**PRINT Name**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**PRINT Name**

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or by ☐ online notarization, on \_\_\_\_\_, 2020, by Dev Motwani, as Manager of 4 N FEDERAL DANIA, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Print Name

My Commission Expires:

## **SCHEDULE A**

### **LEGAL DESCRIPTION OF PROPERTY**

PARCEL A:

PARCEL I:

LOT 15, LESS THE WEST 24 FEET AND ALL OF LOT 16, BLOCK 12, OF "TOWN OF DANIA", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK B, AT PAGE 49, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LAND LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PARCEL II:

LOTS 17 AND 18, BLOCK 12, "TOWN OF DANIA", ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK B. PAGE 49, PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID LAND LYING AND BEING IN BROWARD COUNTY, FLORIDA, LESS THE WEST 24- FEET OF LOT 18 FOR RIGHT-OF-WAY OF STATE ROAD No 5.

PARCEL B:

PARCEL B-1.

LOTS 19, 20, 21, 22, 23 AND 24, BLOCK 12, "THE TOWN OF MODELO", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 49, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LESS THE RIGHT-OF-WAY FOR STATE ROAD No. 5,  
AND LESS THE RIGHT-OF-WAY FOR DANIA BOULEVARD.  
SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PARCEL B-2

LOT 27, LESS THE RIGHT-OF-WAY OF DANIA BOULEVARD; LOTS 28, 29, 30 AND 31, BLOCK 2, "AMENDED PLAT OF BLOCK 2, ESKILSON ADDITION TO THE "CITY OF DANIA", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGE 10, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

LOTS 1, 2, 3, 4, 5 AND 6, BLOCK 1, LESS THE RIGHT-OF-WAY FOR DANIA BOULEVARD, TOGETHER WITH LOTS 1 AND 2, BLOCK 6, "BEACHWAY", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 33, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

PARCEL C:

LOT 3, BLOCK 6, "BEACHWAY", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 33, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA





The  
**Estate**  
Companies

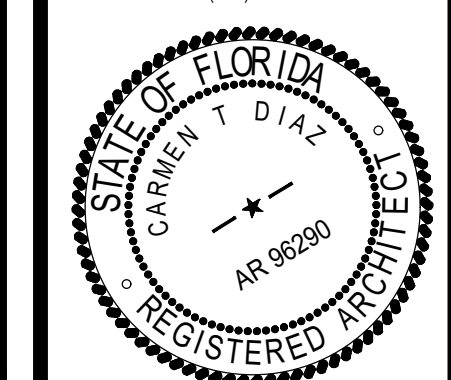
**TRION AT DANIA BEACH**  
DANIA BEACH BLVD & NORTH FEDERAL HIGHWAY  
Dania Beach, FL 33004

BLVD & NORTH FEDERAL HIGHWAY  
Dania Beach, FL 33004

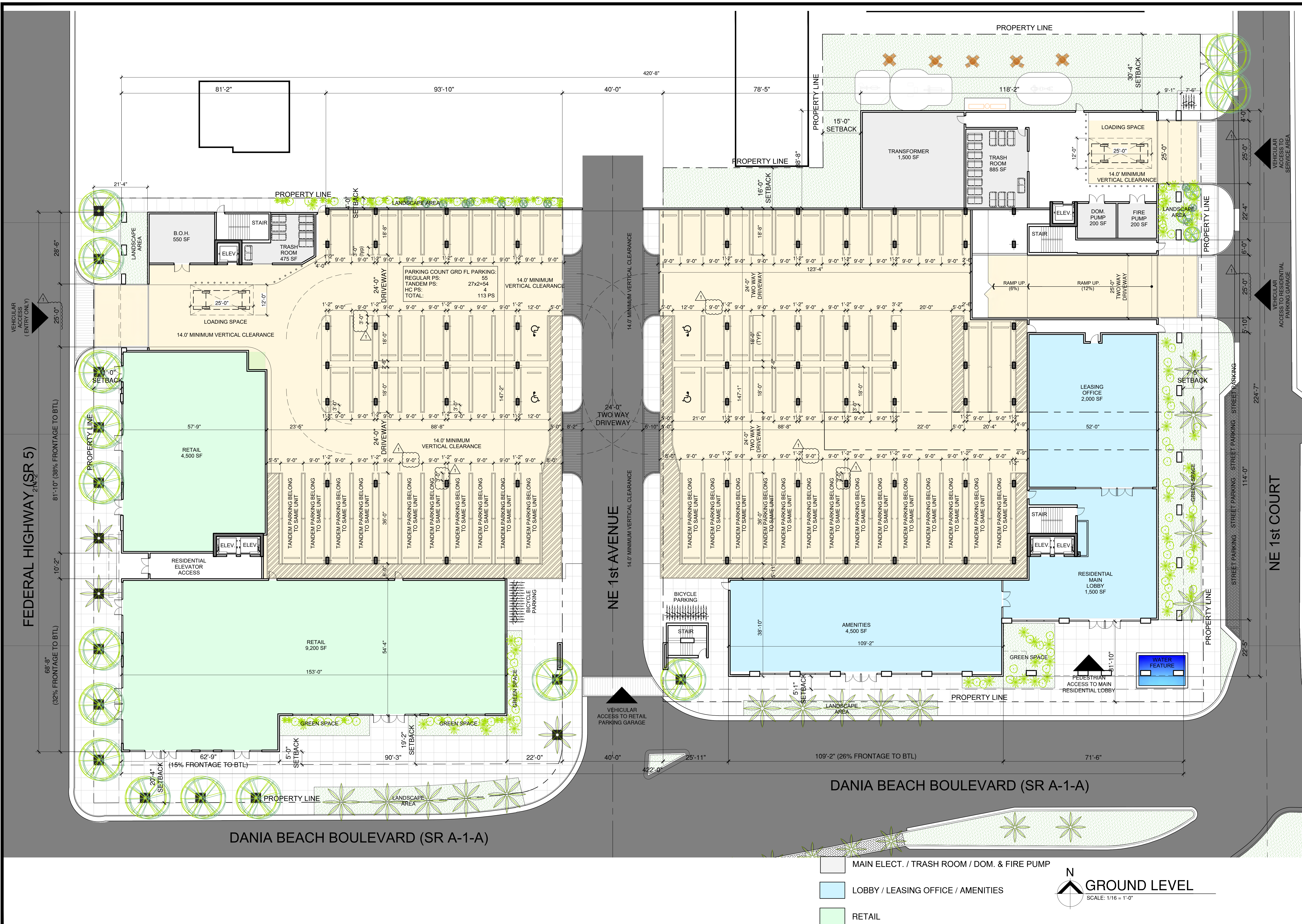
| REV. # | DATE                   |
|--------|------------------------|
| 1      | 01/23/20 DRC COMMENTS. |
| 2      |                        |
| 3      |                        |
| 4      |                        |
| 5      |                        |
| 6      |                        |

|                |            |
|----------------|------------|
| PROJECT No.:   |            |
| DESIGNED BY:   | O.M.       |
| DRAWN BY:      |            |
| CHECKED BY:    | O.M.       |
| ISSUE DATE:    | 12-09-2019 |
| DRAWING SCALE: | AS SHOWN   |

ARCH. CARMEN T. DIAZ  
LIC # AR 96290  
5001 S.W. 74th. COURT, #100 MIAMI ,  
FL 33155  
TEL (305) 669-5040  
FAX (305) 669-5041



A-101





## **EXHIBIT C**

### **DECLARATION OF RESTRICTIVE COVENANTS**

This Declaration of Restrictive Covenants ("Declaration") made by 4 N Federal Dania, LLC, hereinafter referred to as "Property Owner," and shall be binding upon Property Owner, its successors and assigns.

#### **RECITALS**

A. The Board of County Commissioners of Broward County, Florida ("Board"), on April 23, 2013, approved the Broward Redevelopment Program ("BRP"), for the public purposes of removing blighting conditions, job creation, and economic development in Broward County.

B. The Dania Beach Community Redevelopment Agency, hereinafter referred to as CRA, made application under the FY 2018-19 BRP and was awarded One Million Dollars for the funding of a public improvement project known as the "Trion Project," within the City of Dania Beach ("City").

C. The Trion Project provides for public park and streetscape enhancement on that portion of property described in Schedule A, attached hereto and incorporated herein ("Property"). The public park, a fountain and streetscape enhancements are illustrated on Schedule B ("Public Improvements").

D. A condition of the BRP is that projects receiving funding under that program remain accessible to members of the public in perpetuity.

E. Property Owner is the fee title owner of the Property.

F. In accordance with the BRP requirements, Property Owner is desirous of providing public access to the Public Improvements in perpetuity.

NOW, THEREFORE, Property Owner hereby declares that the Property shall be developed, held, maintained, transferred, sold, conveyed and owned subject to the following designations and restrictive covenants

#### **1. RECITALS**

The recitals set forth above are true and correct and are incorporated into these restrictive covenants.



2. RESTRICTIONS

The Public Improvements shall be accessible to members of the public in perpetuity. Such access shall not be restricted by barriers, gates, or otherwise, and shall not be subject to the payment of a fee, nominal or otherwise. Aforementioned access for the public park component of the Public Improvements will be limited to the hours of sunrise to sunset, will be open 365 days per year and will have a locking gate to prevent entry during non-operating hours.

3. MAINTENANCE

The Property Owner shall have the continuing obligation to maintain the Public Improvements in reasonably safe, sanitary and like-new condition, reasonable and ordinary wear and tear accepted, at its sole cost and expense, including, but not limited to, the replacement of each of the elements thereof lost or damaged as a result of use, weather, neglect, intentional misuse, vandalism, theft or accident. In no event shall any governmental entity be deemed to have a duty to maintain the Public Improvements unless such entity has undertaken such obligation in writing and, then, only to the extent such obligation is set forth in such written instrument.

4. MODIFICATION AND TERMINATION

No revisions to the Declarations of Restrictive Covenants shall be permitted unless specifically approved by the Board and City. If Property Owner, its successors, or assigns wish(es) to modify or terminate this Declaration, it shall be required to apply to the Board and City for an amendment to, or termination of, this Declaration. It shall be within the sole discretion of the Board and City as to whether to modify or terminate this Declaration and the restrictive covenants contained herein since Property Owner accepted the restrictive covenants contained within this Declaration as a condition for receiving BRP funding for its Trion Project.

5. COVENANT RUNNING WITH THE LAND

This Declaration of Restrictive Covenants shall be recorded in the Public Records of Broward County, Florida, and shall run with the Property described in Schedule A, and shall be binding on all persons and entities acquiring title to or use of the Property.

6. ENFORCEMENT; GOVERNING LAW

Broward County, through its Board of County Commissioners, its successors and assigns, and City are the beneficiaries of this Declaration and, as such, Broward County and City, collectively or individually, may enforce these restrictive covenants by action at law or in equity including, without limitation, a decree of specific performance or mandatory or prohibitory injunction, against any person or persons, entity or entities, violating or attempting to violate the terms of this Declaration. This document shall be construed in accordance with the laws of the state of Florida and venue shall lie within Broward County, Florida.

7. WAIVER

No waiver, modification, or termination of this Declaration shall be effective unless contained in a written document executed in the manner required by Paragraph 3. Any waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

8. INVALIDATION

Invalidation of any one of the restrictive covenants contained herein by judgment or court order shall in no way affect any other conditions which remain in full force and effect.

9. EFFECTIVE DATE

The Declaration of Restrictive Covenants shall become effective upon recordation in the Public Records of Broward County, Florida, at Property Owner's expense.

IN WITNESS WHEREOF, this Declaration of Restrictive Covenants is executed by \_\_\_\_\_, by and through its \_\_\_\_\_, duly authorized to execute same.

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

Print Name: Dev Motwani \_\_\_\_\_

Title: Manager \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 2020

ATTEST:

\_\_\_\_\_

Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)  
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or by ☐ online notarization, on \_\_\_\_\_, 2020, by Dev Motwani, as Manager of 4 N FEDERAL DANIA, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification.

Notary Public, State of Florida

\_\_\_\_\_

\_\_\_\_\_  
Print Name

My Commission Expires:

## **SCHEDULE A**

### **LEGAL DESCRIPTION OF PROPERTY**

PARCEL A:

PARCEL I:

LOT 15, LESS THE WEST 24 FEET AND ALL OF LOT 16, BLOCK 12, OF "TOWN OF DANIA", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK B, AT PAGE 49, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LAND LYING AND BEING IN BROWARD COUNTY, FLORIDA.

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PARCEL B-1.

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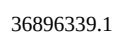
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PARCEL C:

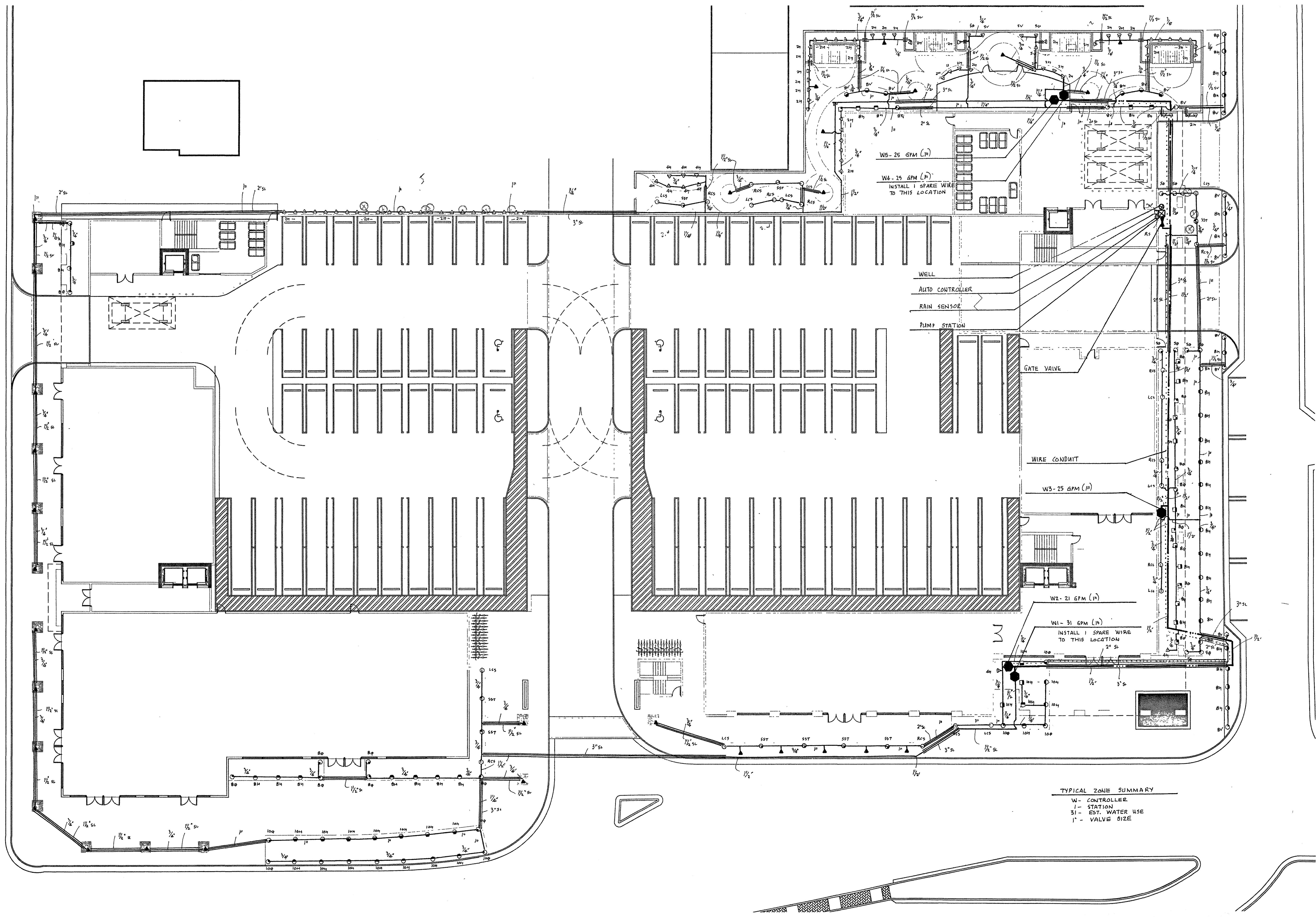
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## PUBLIC PARK AND STREETScape ENHANCEMENTS

## Public Park







TYPICAL ZONE SUMMARY  
W - CONTROLLER  
1 - STATION  
31 - EST. WATER USE  
1" - VALVE SIZE

N IRRIGATION PLAN  
GROUND LEVEL  
SCALE: 1/16" = 1'-0"

The  
**Estate**  
Companies

# TRION AT DANIA BEACH

DANIA BEACH BLVD & NORTH FEDERAL HIGHWAY  
Dania Beach, FL 33004

| REV # | DATE |
|-------|------|
| 1     |      |
| 2     |      |
| 3     |      |
| 4     |      |
| 5     |      |
| 6     |      |

PROJECT NO. \_\_\_\_\_  
DESIGNED BY \_\_\_\_\_  
DRAWN BY \_\_\_\_\_  
CHECKED BY \_\_\_\_\_  
ISSUE DATE 2/6/2020  
DRAWING SCALE AS SHOWN



LEGEND

| SYMBOL    | MODEL NO.       | DESCRIPTION                   | * EST. QUANTITY |
|-----------|-----------------|-------------------------------|-----------------|
| ▲         | 1404            | RAIN BIRD FLOOD BUBBLER       | 30              |
| ▲         | PA8S-PRS-SCST-B | RAIN BIRD STREAM BUBBLER      | 03              |
| ▲ RH      | PA8S-PRS-SQ-HLF | RAIN BIRD SPRAY BUBBLER       | 74              |
| ▲ RH      | PA8S-PRS-SQ-HLF | RAIN BIRD SPRAY BUBBLER       | 10              |
| ▲ RH      | PA8S-PRS-SQ     | RAIN BIRD SPRAY BUBBLER       | 02              |
| ▲ SV      | PA8S-PRS-SV     | RAIN BIRD SPRAY BUBBLER       | 04              |
| ■ RH      | PA8S-PRS-8V     | RAIN BIRD SHRUB SPRAY         | 04              |
| ■ RH      | PA8S-PRS-8Q     | RAIN BIRD SHRUB SPRAY         | 09              |
| ■ RH      | PA8S-PRS-8H     | RAIN BIRD SHRUB SPRAY         | 06              |
| ■ RH      | PA8S-PRS-10H    | RAIN BIRD SHRUB SPRAY         | 04              |
| ○ RH      | 1806-PRS-8V     | RAIN BIRD 6" POP-UP SPRAY     | 05              |
| ○ RH      | 1806-PRS-8Q     | RAIN BIRD 6" POP-UP SPRAY     | 03              |
| ○ RH      | 1806-PRS-8H     | RAIN BIRD 6" POP-UP SPRAY     | 06              |
| ○ RH      | 1806-PRS-10Q    | RAIN BIRD 6" POP-UP SPRAY     | 02              |
| ○ RH      | 1806-PRS-10H    | RAIN BIRD 6" POP-UP SPRAY     | 05              |
| ○ RCS     | 1806-PRS-15RCS  | RAIN BIRD 6" POP-UP SPRAY     | 07              |
| ○ LCS     | 1806-PRS-15LCS  | RAIN BIRD 6" POP-UP SPRAY     | 05              |
| ○ SST     | 1806-PRS-15SST  | RAIN BIRD 6" POP-UP SPRAY     | 06              |
| ○ SQ      | 1812-PRS-5Q     | RAIN BIRD 12" POP-UP SPRAY    | 08              |
| ○ SV      | 1812-PRS-8V     | RAIN BIRD 12" POP-UP SPRAY    | 11              |
| ○ RH      | 1812-PRS-8Q     | RAIN BIRD 12" POP-UP SPRAY    | 09              |
| ○ RH      | 1812-PRS-8H     | RAIN BIRD 12" POP-UP SPRAY    | 25              |
| ○ RH      | 1812-PRS-10Q    | RAIN BIRD 12" POP-UP SPRAY    | 05              |
| ○ RH      | 1812-PRS-10H    | RAIN BIRD 12" POP-UP SPRAY    | 10              |
| ○ RCS     | 1812-PRS-15RCS  | RAIN BIRD 12" POP-UP SPRAY    | 06              |
| ○ LCS     | 1812-PRS-15LCS  | RAIN BIRD 12" POP-UP SPRAY    | 06              |
| ○ SST     | 1812-PRS-15SST  | RAIN BIRD 12" POP-UP SPRAY    | 03              |
| ●         | 100 PEB         | RAIN BIRD 1" SOLENOID VALVE   | 05              |
| □ V       | ESP-4ME         | RAIN BIRD AUTO. CONTROLLER    | 01              |
| NDT SHOWN | ESP-SM3         | RAIN BIRD EXPANSION MODULE    | 01              |
| ⊕         | RSD-BEX         | RAIN BIRD RAIN SENSOR         | 05              |
| NDT SHOWN | #14AWG          | PAIGE THHN WIRE               | AS REQUIRED     |
| NDT SHOWN |                 | SCH 40 GALVANIZED STEEL       | AS REQUIRED     |
|           |                 | SCH 40 PVC                    | AS REQUIRED     |
| ----      |                 | MAIN LINE                     |                 |
| =====     |                 | SLEEVES                       |                 |
| NDT SHOWN |                 | SPRINKLER RISERS              |                 |
| .....     |                 | PVC FITTINGS                  |                 |
| .....     |                 | WIRE CONDUIT                  |                 |
|           |                 | TYPE 1120 PVC LATERALS        | AS REQUIRED     |
|           |                 | SDR 26, CLASS 160 (1" LARGER) |                 |
|           |                 | SDR 21, CLASS 200 (3/4")      |                 |
| ↔         |                 | GATE VALVE (TO LINE SIZE)     | 01              |
| ● V       |                 | VALVE BOX                     | 06              |
| □ V       |                 | GROUNDING LOCATION            | 01              |
| ⊗         |                 | WELL                          | 01              |
| ⊗         |                 | PUMP STATION                  | 01              |

NOTE: ABOVE QUANTITIES ARE FOR COMPARISON ONLY. CONTRACTOR SHALL VERIFY PRIOR TO SUBMITTING BID.

ZONE SUMMARY CHART

| STA NO. | VALVE | SPRINKLER TYPE | VALVE SIZE | WATER DEMAND | RUN TIME    | WEEKLY USAGE |
|---------|-------|----------------|------------|--------------|-------------|--------------|
| 1       | W1    | SPRAY          | 1"         | 31 GPM       | 40 MIN/WK   | 1,240 GAL/WK |
| 2       | W2    | SPRAY          | 1"         | 21 GPM       | 40 MIN/WK   | 840 GAL/WK   |
| 3       | W3    | SPRAY          | 1"         | 25 GPM       | 40 MIN/WK   | 1,000 GAL/WK |
| 4       | W4    | SPRAY          | 1"         | 25 GPM       | 40 MIN/WK   | 1,000 GAL/WK |
| 5       | W5    | SPRAY          | 1"         | 25 GPM       | 40 MIN/WK   | 1,000 GAL/WK |
| 6-7     | SPARE |                |            |              |             |              |
|         |       |                |            | 200 MIN/WK   | 5,080GAL/WK |              |

\*TO APPLY 1.0 IN./WK.

IRRIGATION NOTES & SPECIFICATIONS

AUTOMATIC IRRIGATION SYSTEM  
WATER DEMAND / ZONE  
WATER SOURCE  
PRESSURE REQUIRED  
PUMPING CAPACITY

REFER TO PLAN  
2" WELL  
40 PSI  
35 GPM @ 92 FT.HD

GENERAL

IRRIGATION SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODES, CONTRACT DRAWINGS, CONTRACT SPECIFICATIONS, AND APPENDIX "F" OF THE FLORIDA BUILDING CODE.

IRRIGATION DESIGN BASED ON KIM MOYER "LANDSCAPE PLAN" DATED FEBRUARY 2020. CONTRACTOR SHALL REFER TO THIS PLAN TO COORDINATE SPRINKLER LOCATIONS AND PIPE ROUTING WITH NEW AND EXISTING PLANT LOCATIONS.

THIS PLAN SHALL BE USED AS A GUIDE ONLY. IRRIGATION SHALL BE INSTALLED TO MATCH ON SITE CONDITIONS AND TO OVERCOME THE INHERENT INACCURACIES THAT RESULT WHEN DESIGNING FROM BASE PLANS SCALED AT 1" = 16'.

THE SOURCE SHALL BE A PUMP STATION DRAWING WATER FROM AN EXISTING 2" WELL.

THIS IRRIGATION HAS BEEN DESIGNED AS A TYPICAL BLOCK VALVE TYPE USING RAIN BIRD SPRINKLERS, IN-LINE VALVES AND CONTROL SYSTEM. A RAIN SENSOR SHALL BE INSTALLED TO CONSERVE WATER.

IRRIGATION SHALL BE INSTALLED AND MAINTAINED TO MINIMIZE UNDESIRABLE OVERTHROW ONTO PAVEMENT, SIDEWALKS, AND BUILDINGS.

CONTRACTOR SHALL REFER TO THE PLANS FOR ADDITIONAL INFORMATION AND VISIT THE SITE TO BECOME FAMILIAR WITH SITE CONDITIONS.

TO ENSURE PROPER OPERATION, PUMPING CAPACITY, WELL CAPACITY, VALVE SIZES, ZONE CAPACITIES, SPRINKLER SPACING, PIPE AND WIRE SIZES, AND INSTALLATION NOTES AND DETAILS SHALL BE FOLLOWED AS SHOWN.

PIPING

PIPE ROUTING IS SCHEMATIC ONLY AND SHALL BE ADJUSTED FOR ON SITE CONDITIONS.

PIPE SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODES AND PIPE MANUFACTURER'S INSTRUCTIONS.

PIPE ROUTED UNDER HARDSCAPED AREAS SHALL BE SLEEVED IN SCH 40 PVC. EACH SLEEVE SHALL BE (1) BURIED TO A MINIMUM DEPTH OF 24", (2) TWO PIPE SIZES LARGER THAN CARRIER PIPE, AND (3) EXTENDED 3' BEYOND HARDSCAPED AREA ON EACH END. CONTRACTOR SHALL VERIFY THE SIZE, DEPTH, AND LOCATION OF ALL EXISTING SLEEVES.

PIPE INSTALLED ABOVE GRADE AT THE PUMP STATION SHALL BE SCH 40 GALVANIZED STEEL. ALL OTHER PIPE SHALL BE TYPE 1120 PVC. MAIN LINE, SUCTION LINE AND FITTINGS SHALL BE SCH 40 PVC. LATERALS SIZED 3/4" SHALL BE SDR 21, CLASS 200. LATERALS SIZED 1" AND LARGER BE SDR 26, CLASS 160.

PIPE SIZED TO LIMIT FLOW VELOCITIES TO 5 FEET/SECOND AND TO LIMIT FRICTION LOSS IN THE PIPING NETWORK.

PIPE SHALL BE INSTALLED AT SUFFICIENT DEPTH BELOW GROUND TO PROTECT IT FROM HAZARD SUCH AS VEHICULAR TRAFFIC OR ROUTINE OCCURRENCES WHICH OCCUR IN THE NORMAL USE AND MAINTENANCE OF THE PROPERTY. DEPTHS OF COVER SHALL MEET OR EXCEED SC5 CODE 430-DD. REFER TO THE APPLICABLE DETAIL FOR ADDITIONAL INFORMATION.

BACKFILL SHALL BE OF SUITABLE MATERIAL, FREE OF ROCKS, STONES, AND OTHER DEBRIS THAT WOULD DAMAGE IRRIGATION SYSTEM COMPONENTS.

A GATE VALVE SHALL BE INSTALLED FOR ISOLATION. THIS GATE VALVE SHALL BE TO LINE SIZE AND INSTALLED IN A VALVE BOX. POROUS MATERIAL SHALL BE INSTALLED PER BOX TO PROMOTE DRAINAGE.

SPRINKLERS

SPRINKLER LOCATIONS ARE SCHEMATIC ONLY AND SHALL BE ADJUSTED FOR LANDSCAPING, SITE LIGHTING, PREVAILING WIND, MOUNDING, ETC., TO ENSURE PROPER COVERAGE WITH MINIMAL UNDESIRABLE OVERTHROW. A PRIME OBJECTIVE SHALL BE TO ELIMINATE OVERTHROW ONTO PAVEMENT, SIDEWALKS, AND BUILDINGS.

SPRAY HEADS SHALL BE RAIN BIRD SERIES. SIX INCH POP-UP TYPE SHALL BE INSTALLED IN AREAS LANDSCAPED WITH SOD AND MULCH. TWELVE INCH POP-UP TYPE SHALL BE INSTALLED IN AREAS LANDSCAPED WITH GROUND COVER AND LOW SHRUBS. SHRUB HEADS SHALL BE INSTALLED IN AREAS LANDSCAPED WITH TALL SHRUBS, AND BUBBLERS SHALL BE INSTALLED IN NARROW LANDSCAPED AREAS.

POP-UP TYPE LOCATED IN SOD, MULCH, AND GROUND COVERS SHALL BE INSTALLED ON FLEXIBLE SWING JOINTS CONSISTING OF THICKWALLED POLY PIPE AND INSERT ELBOWS.

POP-UP TYPE LOCATED IN SHRUBS SHALL BE INSTALLED ON 12MM SCH 40 PVC RISERS TO A HEIGHT SO SPRINKLERS ARE CONCEALED FROM VIEW EXCEPT DURING USE.

SHRUB TYPE AND BUBBLERS SHALL BE INSTALLED ON 1/2" SCH 40 PVC RISERS. SHRUB HEADS SHALL BE INSTALLED A STANDARD HEIGHT OF 6" ABOVE PLANTS AND SHALL BE INSTALLED WITHIN PLANTS TO BE CONCEALED FROM VIEW. BUBBLERS SHALL BE INSTALLED AT THE BASE OF PLANTS FOR LOW LEVEL WATERING. RISERS SHALL BE PAINTED FLAT BLACK TO BE LESS VISIBLE.

EACH SPRAY HEADS SHALL BE EQUIPPED WITH THE APPROPRIATE MPR SPRAY NOZZLE AND SHALL BE PRESSURE REGULATED TO 30 PSI. .

ADJUSTMENT FEATURES OF SPRINKLERS SPECIFIED SHALL BE UTILIZED TO ENSURE PROPER COVERAGE WITH MINIMAL UNDESIRABLE OVERTHROW. LOW ANGLE, FLAT SPRAY, AND ADJUSTABLE ARC NOZZLES SHALL BE USED TO MINIMIZE OVERTHROW.

SPRINKLERS LOCATED ADJACENT TO HARDSCAPED AREAS SHALL BE INSTALLED AWAY FROM HARDSCAPED AREAS TO MINIMIZE OVERTHROW AND THE CHANCE OF DAMAGE BY VEHICLES, PEDESTRIANS, AND LAWN MAINTENANCE PERSONNEL. AS A GENERAL RULE, 6" POP-UP SPRAY HEADS SHALL BE INSTALLED IN 4", SHRUB HEADS AND 12" POP-UP SPRAYS SHALL BE INSTALLED IN 12".

PUMP STATION/WELL

LOCATION OF PUMP STATION SHALL BE VERIFIED ON SITE.

PUMP SHALL BE A 2 HP SELF-PRIMING CENTRIFUGAL TYPE WITH A CAPACITY OF 35 GPM @ 92 FT.HD. PUMP SHALL BE ACTIVATED BY THE CONTROLLER.

PUMP CONTROL PANEL SHALL INCLUDE STARTER AND EQUIPMENT REQUIRED TO PROTECT THE PUMP FROM HIGH AND LOW PRESSURE CONDITIONS AND LOSS OF PRIME.

PUMP SHALL BE MOUNTED ON A CONCRETE SLAB SIZED TO ACCOMMODATE THE PUMP AND ASSOCIATE EQUIPMENT. PUMP SHALL BE INSTALLED IN A LOCKABLE WEATHERPROOF ENCLOSURE.

THE WATER SOURCE SHALL BE A 2" WELL DEVELOPED FOR A CAPACITY OF 50 GPM. THE WELL SHALL BE ESTABLISHED AT THE DEPTH REQUIRED TO ACCESS WATER WITH MINIMAL RUST STAINING PROPERTIES. A RUST INHIBITOR UNIT SHALL BE INSTALLED IF IT IS DETERMINED THAT THE WATER TO BE USED WILL CAUSE STAINING.

CONTROL SYSTEM

CONTROL SYSTEM SHALL BE A RAIN BIRD ESP SERIES ELECTRIC TYPE. ONE 7 STATION CONTROLLER SHALL ACTIVATE 5 NEW IN-LINE VALVES. A RAIN SENSOR SHALL BE INSTALLED TO CONSERVE WATER.

CONTROLLER SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODES AND MANUFACTURER'S INSTRUCTIONS. PROPER GROUNDING EQUIPMENT SHALL BE PROVIDED.

CONTROLLER LOCATION SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE. A 120 VAC POWER SOURCE IS REQUIRED.

CONTROL LINES FROM AUTOMATIC CONTROLLER TO IN-LINE AUTOMATIC VALVES SHALL BE #14 AWG THHN TYPE WHICH SHALL BE:  
(1) INSTALLED IN ACCORDANCE WITH LOCAL CODES, (2) INSTALLED IN SCH 40 PVC WIRE CONDUIT, (3) BURIED TO A MINIMUM DEPTH OF 15", (4) COLORED CODED TO FACILITATE TROUBLESHOOTING, AND (5) SPLICED MOSTLY AT VALVE LOCATIONS. SPLICES SHALL BE MADE WATERPROOF USING APPROVED METHODS.

AUTOMATIC VALVE LOCATIONS ARE SCHEMATIC ONLY AND SHALL BE ADJUSTED FOR ON SITE CONDITIONS. EACH VALVE SHALL BE INSTALLED IN A VALVE BOX. A MINIMUM OF ONE CUBIC FOOT OF GRAVEL SHALL BE PROVIDED PER BOX TO PROMOTE DRAINAGE.

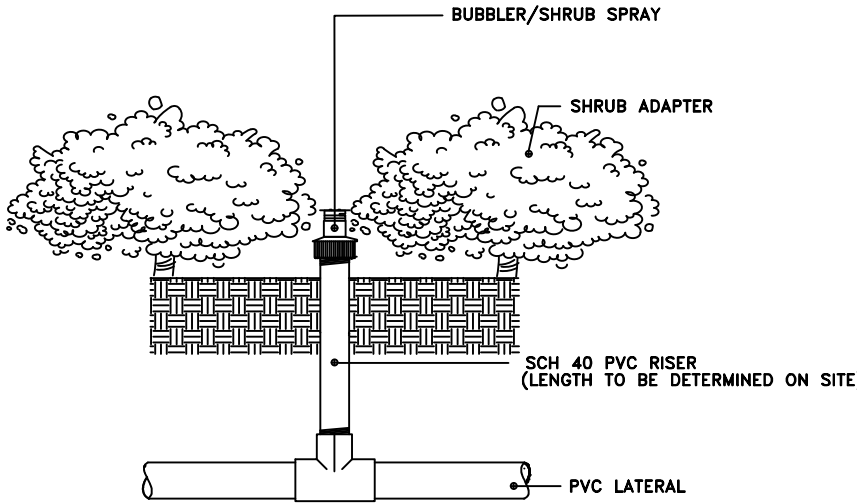
THE RAIN SENSOR SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.

TIMING AND PRECIPITATION

TIMING OF EACH STATION SHALL BE SET IN THE FIELD TO MATCH LOCAL REQUIREMENTS. REFER TO ZONE SUMMARY CHART FOR RECOMMENDED RUN TIMES TO APPLY 1.0 INCHES/WEK.

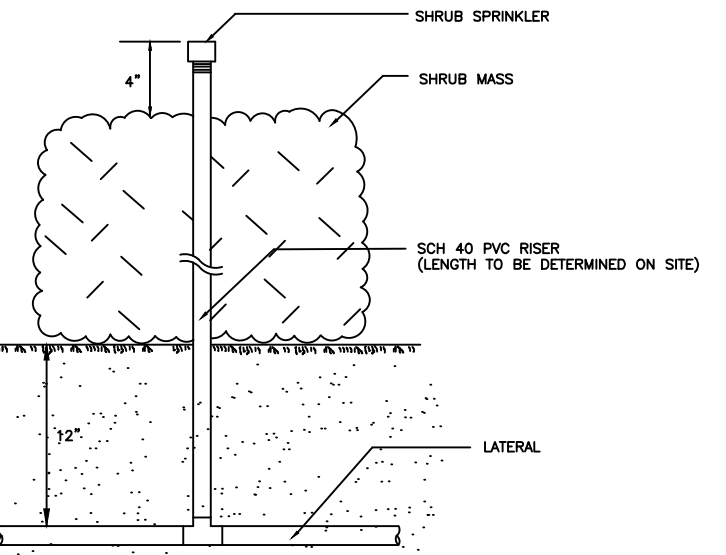
PROGRAMMING

SYSTEM SHALL BE PROGRAMMED TO OPERATE WITHIN THE GUIDELINE ESTABLISHED FOR PHASE II WATER RESTRICTIONS.



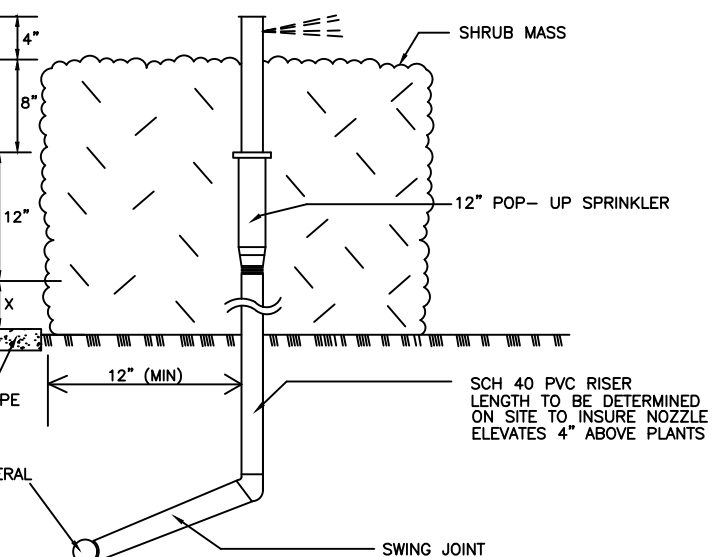
SPRINKLER DETAIL (NTS)

BUBBLER/SHRUB SPRAY  
INSTALLED AT THE BASE OF  
PLANTS FOR LOW LEVEL  
WATERING



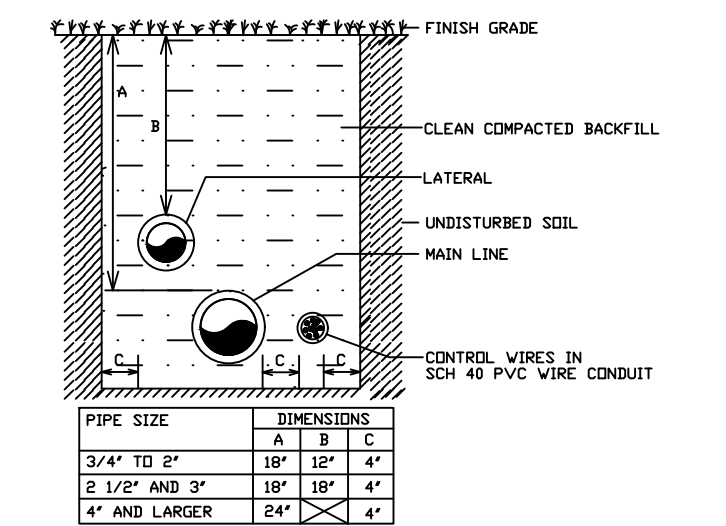
SPRINKLER DETAIL (NTS)

SHRUB SPRAY ON RISER  
AT INTERIOR LOCATION IN  
PLANT MASS.



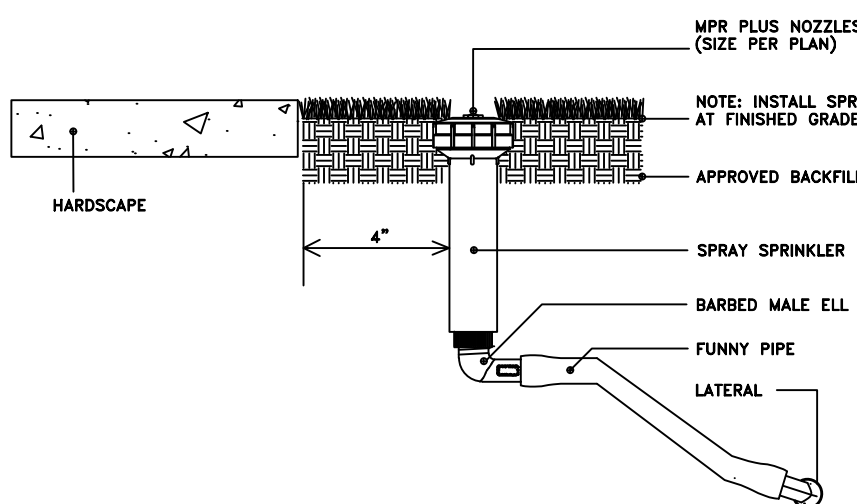
SPRINKLER DETAIL (NTS)

12" POP-UP ON PVC SWING  
JOINT WITH RISER LOCATED IN  
PLANT MASS MAINTAINED TO A  
MINIMUM HEIGHT OF 24".



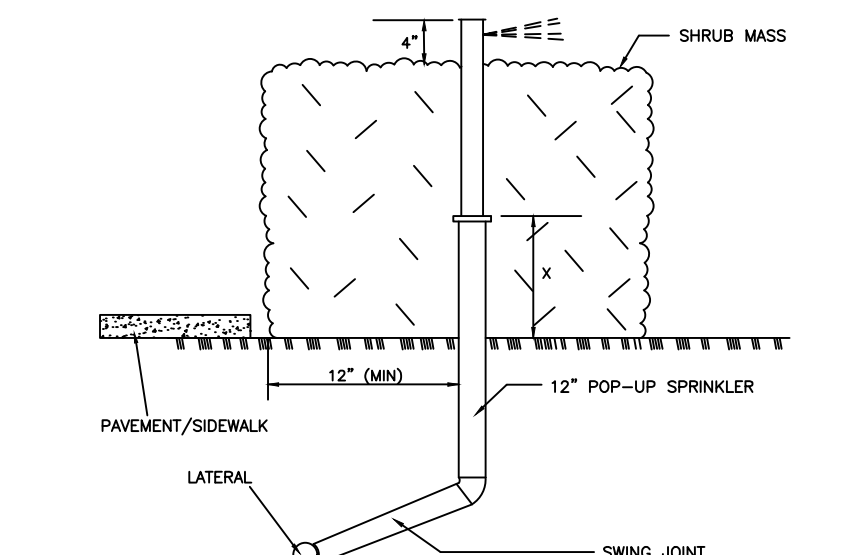
TRENCHING DETAIL (NTS)

NON-TRAFFIC AREAS



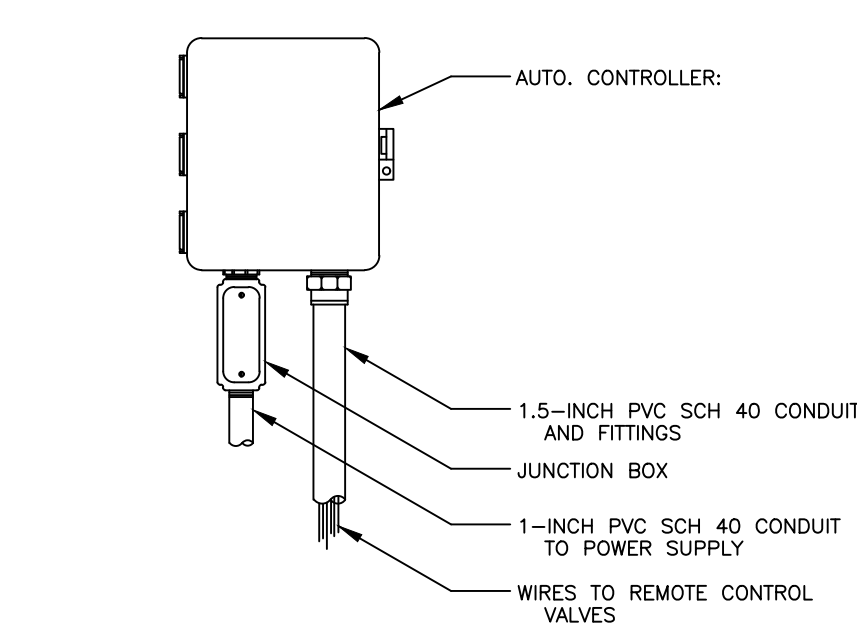
SPRINKLER DETAIL (NTS)

POP-UP SPRAY ON POLY  
PIPE SWING JOINT LOCATED  
IN SOD OR MULCH



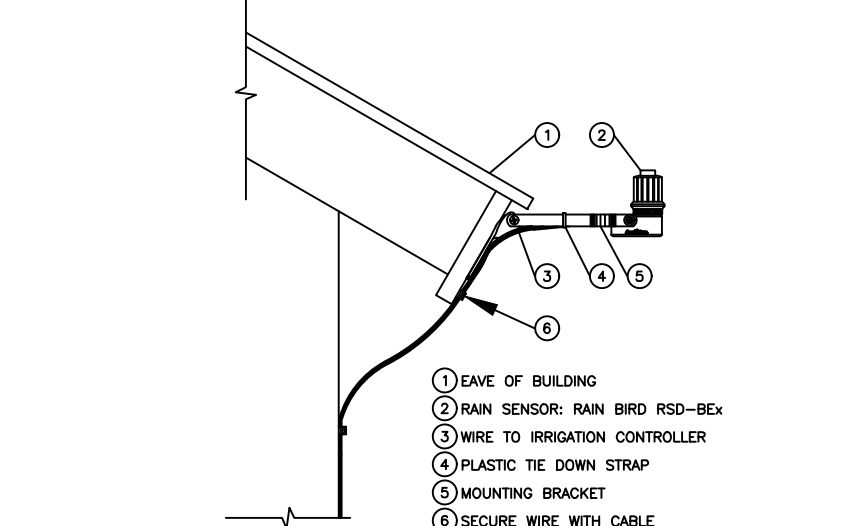
SPRINKLER DETAIL (NTS)

12" POP-UP INSTALLED ON PVC  
SWING JOINT LOCATED IN PLANT  
MASS MAINTAINED TO A MAXIMUM  
HEIGHT OF 18".



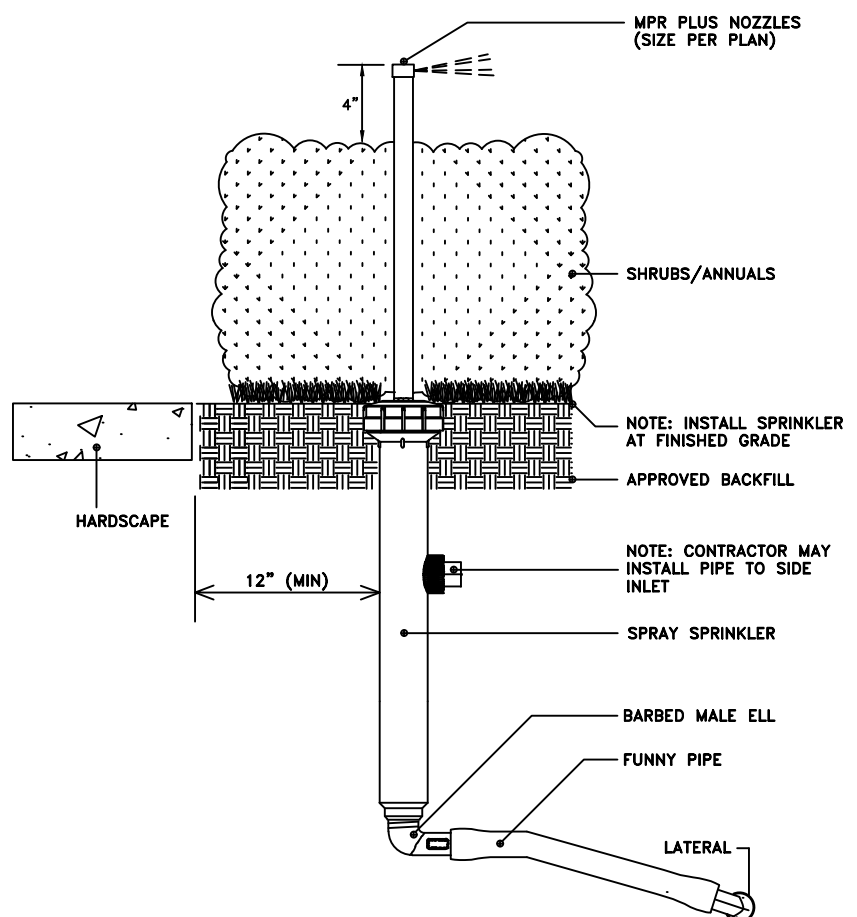
AUTOMATIC CONTROLLER

NOT TO SCALE



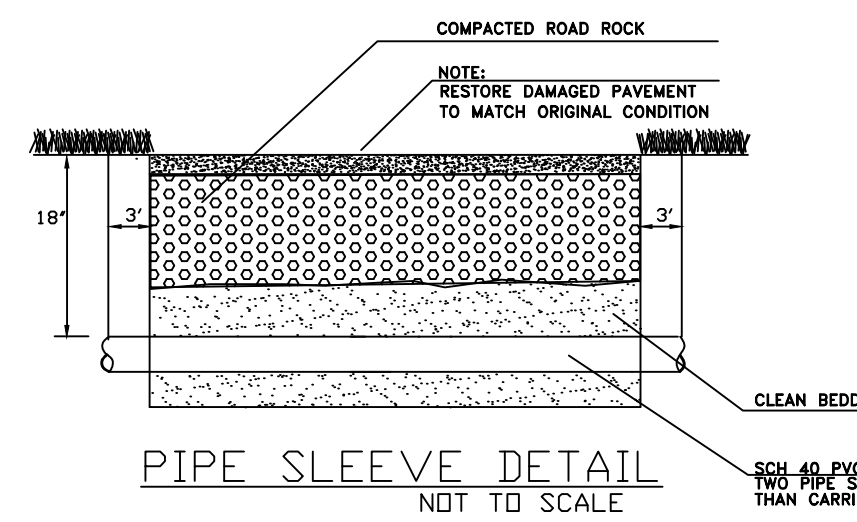
RAIN SENSOR RSD-BEX

NOT TO SCALE



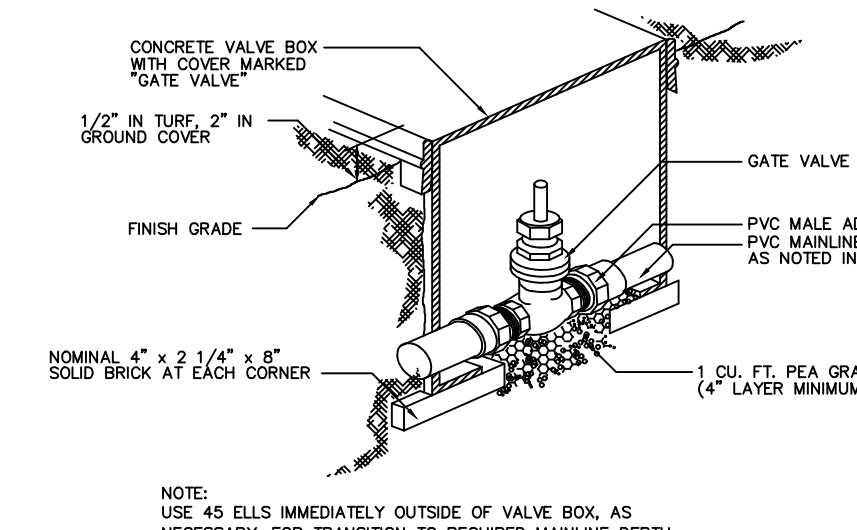
SPRINKLER DETAIL (NTS)

12" POP-UP SPRAY ON POLY PIPE SWING  
JOINT LOCATED IN PLANTS MAINTAINED TO  
A MAXIMUM HEIGHT OF 8".



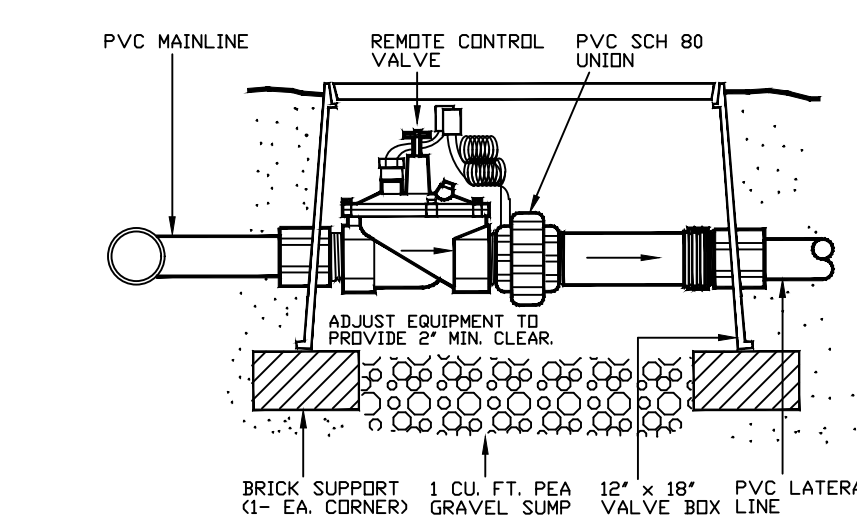
PIPE SLEEVE DETAIL

NOT TO SCALE



GATE VALVE DETAIL

NOT TO SCALE



REMOTE CONTROL VALVE DETAIL

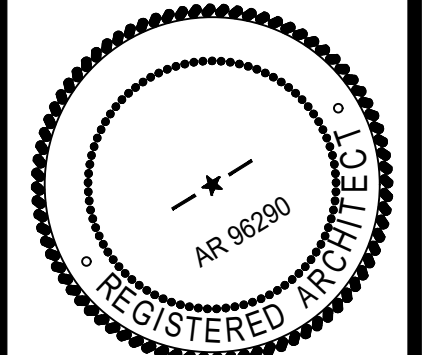
NOT TO SCALE



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| PROJECT No.:   |            |
| DESIGNED BY:   | O.M.       |
| DRAWN BY:      |            |
| CHECKED BY:    | O.M.       |
| ISSUE DATE:    | 12-09-2019 |
| DRAWING SCALE: | AS SHOWN   |

ARCH. CARMEN T. DIAZ  
LIC # AR 96290  
5001 S.W. 74th COURT, #100 MIAMI,  
FL 33155  
TEL (305) 669-5040  
FAX (305) 669-5041



IRRIGATION LEGEND, NOTES, AND DETAILS

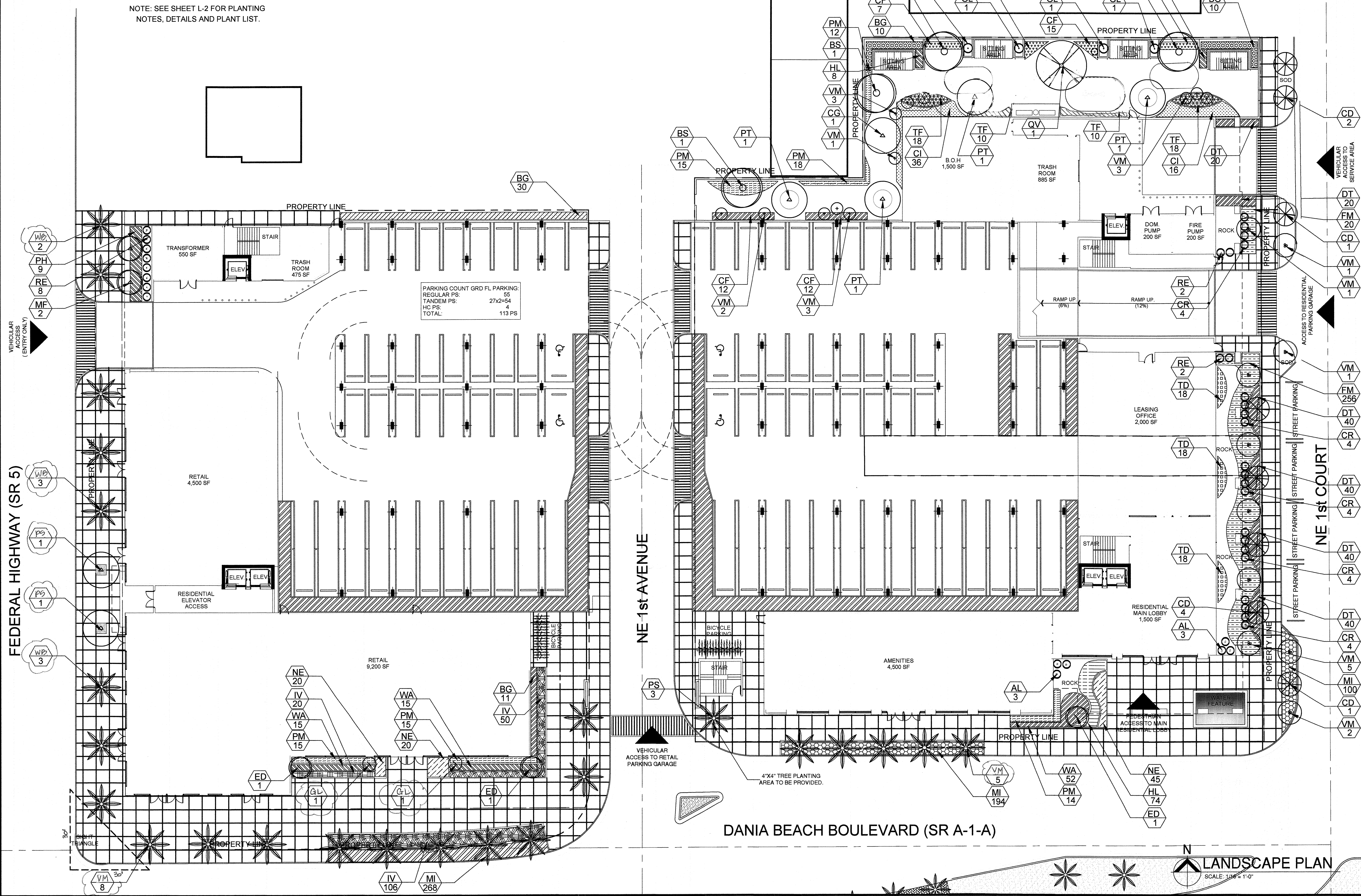
SCALE: N.T.S



**TRION AT DANIA BEACH**  
DANIA BEACH BLVD & NORTH FEDERAL HIGHWAY  
Dania Beach, FL 33004

|                |          |
|----------------|----------|
| PROJECT No.:   |          |
| DESIGNED BY:   | K.M.     |
| DRAWN BY:      |          |
| CHECKED BY:    | K.M.     |
| ISSUE DATE:    | 2/7/2020 |
| DRAWING SCALE: | AS SHOWN |

**L-1**





City of Dania Beach Standard Landscape Plan Notes

1. A pre-construction meeting with the Dania Beach City Arborist is required prior to landscaping activities including removal of trees and/or installation of plant material. Call 954-924-0423 a minimum of 5 days prior to desired start date to schedule pre-construction meeting.
2. All existing trees proposed to remain are to be separated from the limits of disturbance of the construction area by tree protection fencing and signage. The tree protection fencing shall be located at the edge of the tree protection zone as depicted on the plan or at the edge of the drip-line(s) if a tree protection zone is not designated. No material storage or construction access is permitted within the tree protection zone.
3. All existing trees shall be pruned to ANSI A-300 standards to correct potential hazards.
4. A tree removal permit is required prior to removal or relocation of any tree or palm. Contact the Dania Beach City Arborist at 954-924-6805 to obtain permit information.
5. Landscape contractor shall notify Sunshine One Call of Florida, Inc. at 1-800432-4770 a minimum of 2 full business days prior to digging. Landscape contractor is responsible for avoiding damage to utilities from plant installation.
6. Tree relocations:

a. Existing trees to be relocated shall be root pruned a minimum of 120 days prior to relocation

b. Minimum root ball sizes shall be in accordance with ANSI standards as follows:

Caliper Minimum Root Ball Diameter

- 1 16
- 2 24
- 3 32
- 4 42
- 5 54
- 6 60
- 7 70
- 8 80

>8 12 inches per inch of trunk diameter

Transplanted trees with undersized root balls may be rejected by the City Arborist and replacement trees may be required.

c. A temporary irrigation system shall be provided during and for the first 40 days after root pruning.

7. All planting must follow planting specifications and details shown on the plan.

8. Substitutions of plant species or specifications must be approved in writing by the Dania Beach City Arborist prior to use.

9. All plant material planted per this landscape plan shall be Florida Grade #1 or better, as specified in the current edition of the Florida Department of Agriculture's Grades and Standards for Nursery Plants. Damaged plant material shall be rejected and replaced prior to installation.

10. All sizes shown for plant material are to be considered minimums.

11. Where quantities and/or species differ between the planting plans and plant lists, the plans shall take precedence

12. All new plant material shall be warranted by the landscape contractor for a minimum period of one year. The warrantee period shall begin after acceptance of the plants by the City Arborist.

13. All plant beds to be treated with pre-emergent herbicide prior to planting.

14. All tree and palm staking and support shall be removed one year after installation.

15. No fertilizer shall be applied to newly planted trees and palms.

16. All landscape material shall be thoroughly watered at the time of planting, no dry planting permitted.

17. Landscape contractor shall be responsible for providing temporary water provisions until such time as the irrigation system is operational.

18. All wire guys and/or fabric straps shall be flagged with florescent colored tape.

19. Mulching:

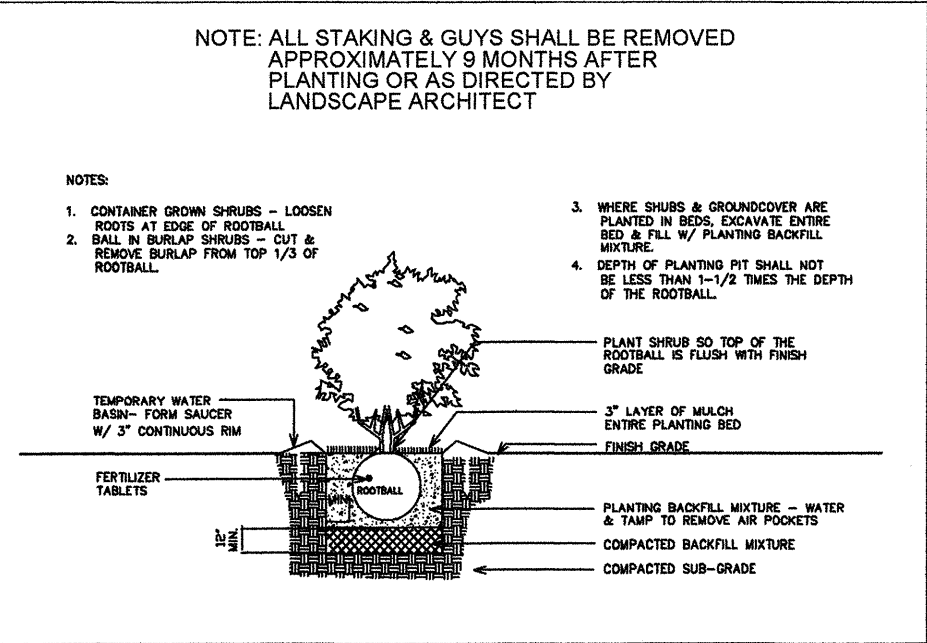
a. All landscape areas not covered by sod shall be covered by a minimum 3inch layer of mulch.

b. A mulch ring with a minimum radius of 24 inches (48 inch diameter), is required around all newly installed trees and palms.

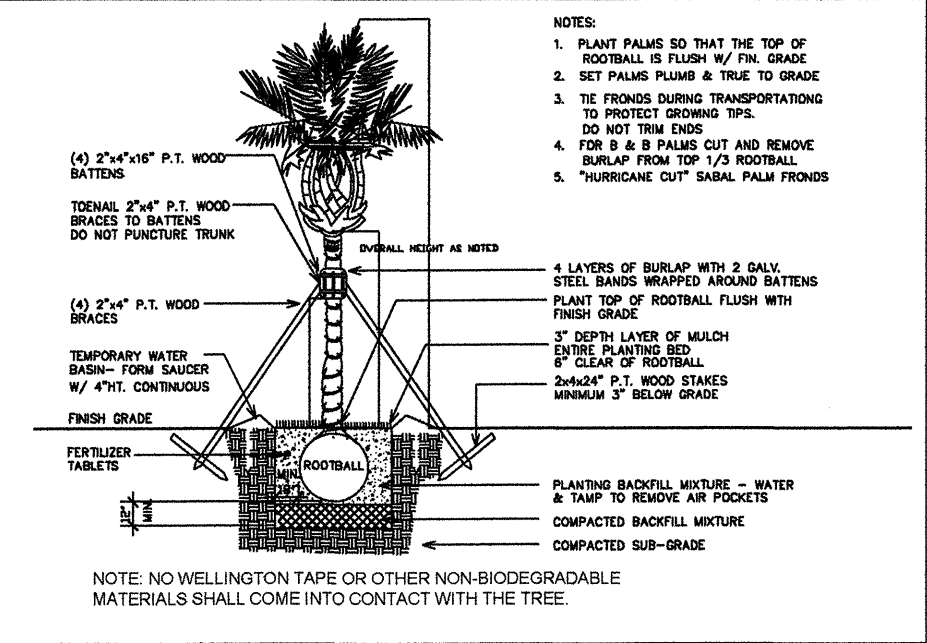
c. Cypress mulch shall not be used.

20. All new landscaped areas shall be excavated down to a depth of 24 inches below final grade and back filled with clean debris-free soil. Construction access shall be restricted from the landscape area after excavation and backfill is complete.

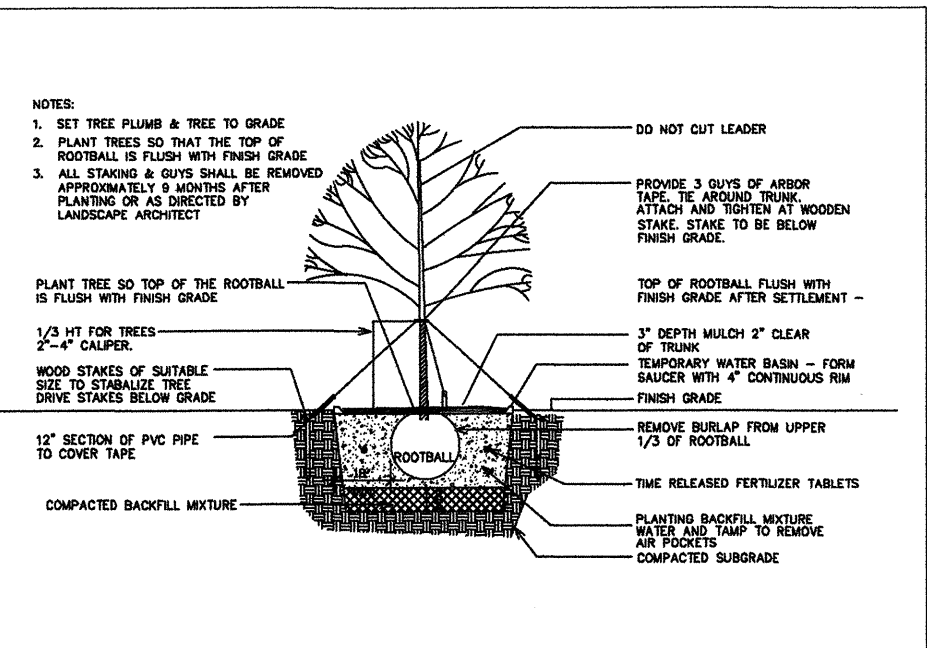
21. All landscape areas shall be finish graded such that they are a minimum of 3.5 inches below surrounding paved surfaces so as not to impede the flow of drainage into landscaped areas and to allow for a 3-inch mulch layer.



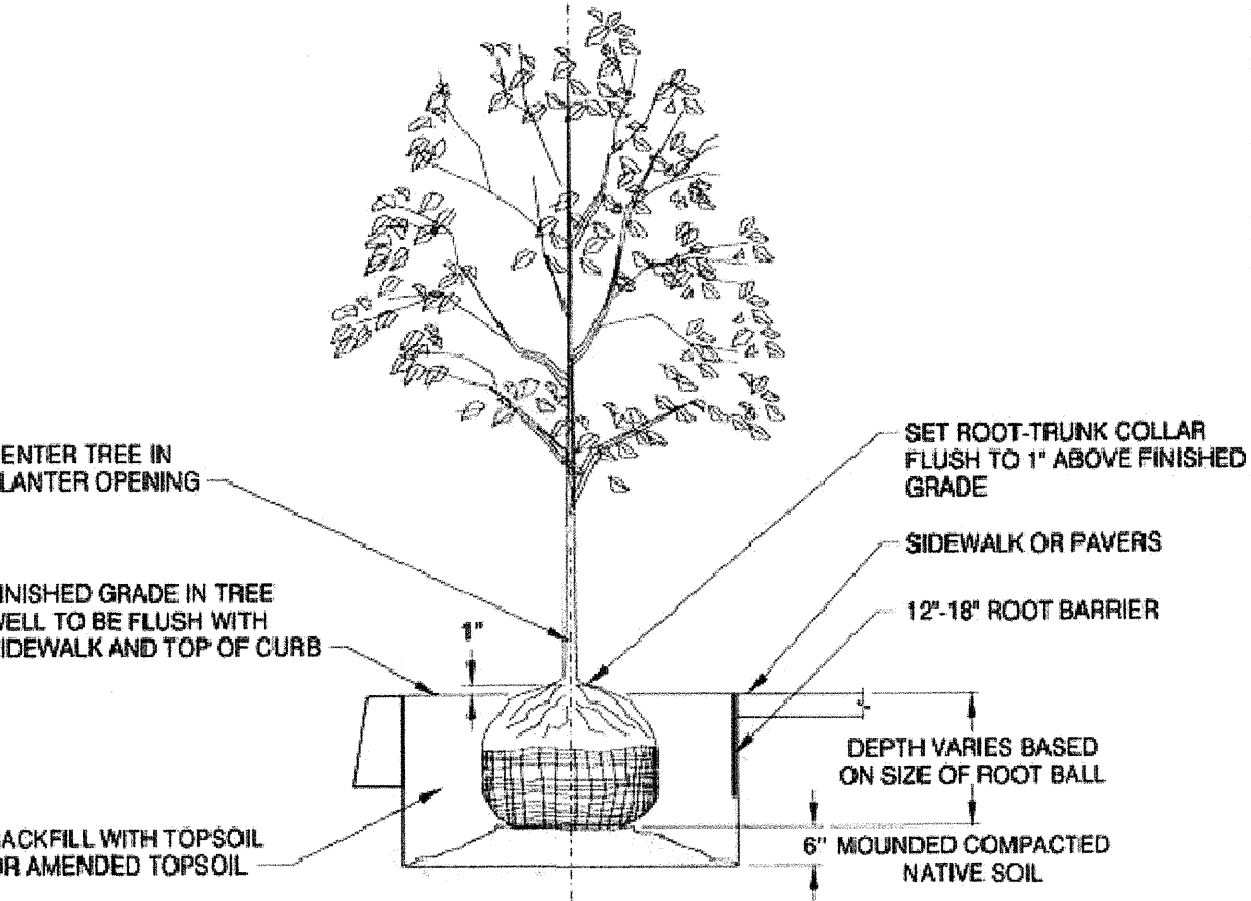
SHRUB PLANTING DETAIL



PALM PLANTING DETAIL



TREE STAKING DETAIL



Note: A root barrier shall be installed for every tree and palm planted within 10 feet of any sidewalk, hardscape or parking area.

Plant List Ground Level

| Trees/ Palms        | Sym | Qty | Botanical / Common Name                              | Size                             | Native | Drought Tolerance |
|---------------------|-----|-----|------------------------------------------------------|----------------------------------|--------|-------------------|
| PT                  | 4   |     | Transplanted Sylvester Palms                         |                                  | No     | High              |
| PS                  | 5   |     | Phoenix sylvestris/ Sylvester Palm                   | 10' CT, matched                  | No     | High              |
| CG                  | 1   |     | Caesalpinia granadillo/ Bridalveil                   | 14' Ht x 4' Spr, 2" dbh, 4.5' CT | No     | High              |
| ED                  | 3   |     | Elaeocarpus decipiens/ Japanese Bluberry             | 10' Ht x 4' Spr, 1.5" dbh        | No     | Medium            |
| QV                  | 1   |     | Quercus virginiana/ Live Oak                         | 14' Ht x 4' Spr, 2" dbh, 4.5' CT | Yes    | High              |
| PR                  | 0   |     | Phoenix roebelenii/ Pygmy Date Palm                  | 5' Ht, triple trunk              | No     | High              |
| BS                  | 6   |     | Bursera simaruba/ Gumbo Limbo                        | 14' Ht x 4' Spr, 2" dbh, 4.5' CT | Yes    | High              |
| VM                  | 35  |     | Veitchia montgomeryana / Montgomery Palm             | 14'-16' OA Ht., 8' CT min        | No     | Medium            |
| CD                  | 8   |     | Coccoloba diversifolia/ Pigeon Plum                  | 12' Ht. x 4' Spr., 2" dbh.       | Yes    | High              |
| WB                  | 8   |     | Wodyetia bifurcata/ Foxtail Palm                     | 12' GW, matched                  | No     | Medium            |
| MF                  | 2   |     | Myrcianthes fragrans/ Simpson's Stopper              | 10' Ht x 4' Spr, 1.5" dbh        | Yes    | High              |
| GL                  | 0   |     | Gymnanthes lucida/ Crabwood                          | 10' Ht x 4' Spr                  | Yes    | High              |
| Shrubs/Groundcovers |     |     |                                                      |                                  |        |                   |
| AL                  | 6   |     | Alocasia 'Portora' / Giant Elephant Ear              | 36" Ht                           | No     | Low               |
| DT                  | 200 |     | Dianella tasmanica/ Blueberry Flax Lily              | 14" x 2", 18" O.C.               | No     | Medium            |
| CR                  | 20  |     | Crinum augustum 'Queen Emma' / Crinum Lily           | 36" x 36"                        | No     | Medium            |
| CF                  | 53  |     | Clusia flava/ Small Leaf Clusia                      | 24" x 24", 24" O.C.              | No     | High              |
| HL                  | 90  |     | Hymenocallis latifolia/ Spider Lily                  | 18" x 18", 24" O.C.              | Yes    | Medium            |
| TD                  | 54  |     | Tripsacum dactyloides/ Fakahatchee Grass             | 20" x 20", 24" O.C.              | Yes    | High              |
| RE                  | 12  |     | Rhapis excelsa/ Lady Palm                            | 5' Ht, 7 stem min, full          | No     | Medium            |
| NE                  | 85  |     | Neoregelia 'Bossa Nova' / Bromeliad                  | 12" x 12", 18" O.C.              | No     | High              |
| TF                  | 56  |     | Tripsacum floridana/ Florida Gamma Grass             | 16" x 16", 24" O.C.              | Yes    | High              |
| FM                  | 276 |     | Ficus microcarpa 'Green Island' / Green Island Ficus | 14" x 14", 24" O.C.              | No     | High              |
| BG                  | 69  |     | Bambusa textilis gracilis/ Graceful Bamboo           | 8' Ht, 7 stem min, full          | No     | Low               |
| PM                  | 89  |     | Podocarpus macrophyllus / Podocarpus                 | 24" x 24", 24" O.C.              | No     | Medium            |
| CI                  | 52  |     | Chrysobalanus icaco/ Cocoplum                        | 24" x 24", 24" O.C.              | Yes    | Medium            |
| PH                  | 9   |     | Philodendron 'Rojo Congo' / Red Congo                | 18" x 18"                        | No     | Medium            |
| IV                  | 176 |     | Ilex vomitoria 'Stokes Dwarf' / Dwarf Ilex           | 14" x 14", 18" O.C.              | Yes    | High              |
| WA                  | 82  |     | Wrightia antidysenterica/ Asian Snow                 | 24" x 24", 24" O.C.              | No     | Medium            |
| MI                  | 562 |     | Mimosa strigillosa/ Sunshine Mimosa Powderpuff       | 4" x 6", 18" O.C.                | Yes    | High              |
| Sod                 |     |     | St. Augustine                                        |                                  |        |                   |
| Mulch               |     |     | Shredded Metaleuca or Eucalyptus                     |                                  |        |                   |

Landscape Code Requirements

Land Us: RAC – Regional Activity Center  
Zoning: CC- City Center  
Site Area = 148,547 sf  
Site Area minus ROW dedication = 102,651 sf (2.36 AC)

| Description                        | Application     | Calculation             | Qty. Required      | Qty. Provided                     |
|------------------------------------|-----------------|-------------------------|--------------------|-----------------------------------|
| Sec 307-20 Street Trees            |                 |                         |                    |                                   |
| Federal Highway                    | 1 tree/ 25 LF   | 197' / 25               | 8                  | 10 palms                          |
| Dania Beach Blvd                   | 1 palm/ 20 LF   | 384/20                  | 19                 | 16 palms<br>3 trees               |
| NE 1 <sup>st</sup> Court           |                 |                         |                    |                                   |
|                                    |                 |                         | 4 palms<br>2 trees | 4 palms<br>4 trees                |
| Sec 271-110 Landsc Perimeter Trees |                 |                         |                    |                                   |
| North                              | 1 tree/ 40 LF   | 214'/40                 | 6                  | 6 trees<br>4 sylvester date palms |
| Sec 275-90 VUA Buffer Trees        |                 |                         |                    |                                   |
| NA                                 |                 |                         |                    |                                   |
| Sec 275-100 VUA Interior Landsc.   |                 |                         |                    |                                   |
| NA                                 |                 |                         |                    |                                   |
| Sec 275-130 Perimeter Buffer Trees |                 |                         |                    |                                   |
| NA                                 |                 |                         |                    |                                   |
| Sec 275-140                        |                 |                         |                    |                                   |
| Non vehicular open space           | 10%             | 10 ( 102,651 sf)        | 10,265 sf          | 11,194 sf ( 10.9 %)               |
| Non vehicular open space trees     | 1 tree/ 2000 sf | 11,194 sf/ 2000 sf      | 6                  | 6 trees<br>6 palms                |
| Non vehicular open space shrubs    | 10/ 2000 sf     | 11,194 sf/ 2000 sf (10) | 56                 | 1030 shrubs                       |
| Sec 275-60                         |                 |                         |                    |                                   |
| Native Trees                       | 50%             | 40 (.50)                | 23                 | 23                                |
| Native Shrubs                      | 50%             | 56 (.50)                | 26                 | 428                               |
| Sec 275-190                        |                 |                         |                    |                                   |
| Shade/ Canopy Trees                | 40% min         | 10 (.40)                | 4                  | 7                                 |
| Intermediate Trees                 | 30% min         | 10 (.30)                | 3                  | 11                                |
| Small Trees                        | 10% max         | 10 (.10)                | 1                  | 2                                 |
| Palms                              | 20% max         | 10 (.20)                | 2                  | 2                                 |

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Companies

TRION AT DANIA BEACH

DANIA BEACH BLVD & NORTH FEDERAL HIGHWAY

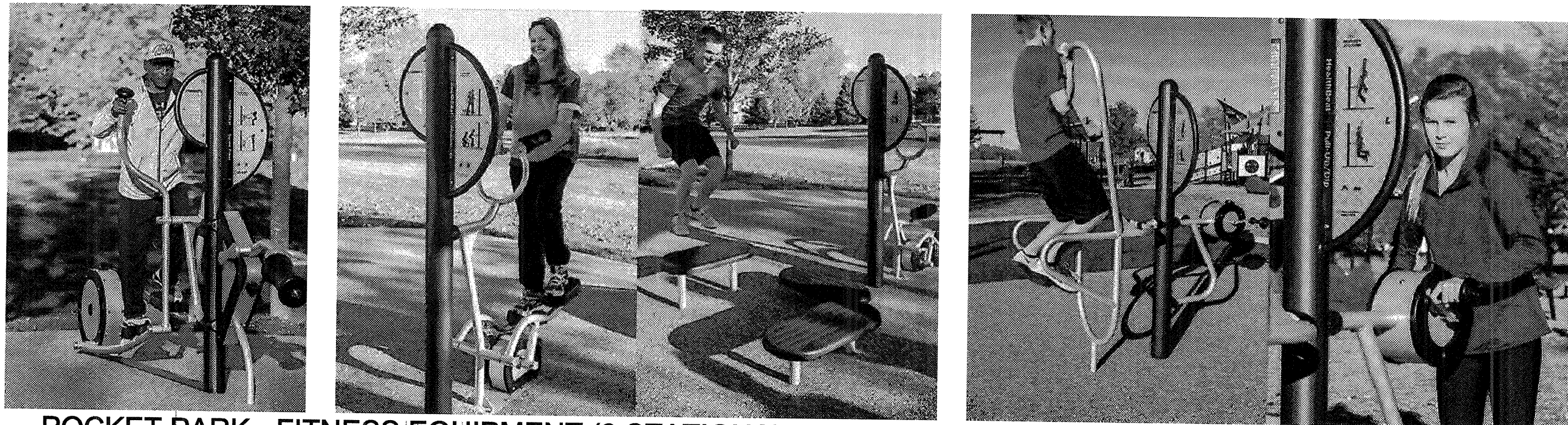
Dania Beach, FL 33004

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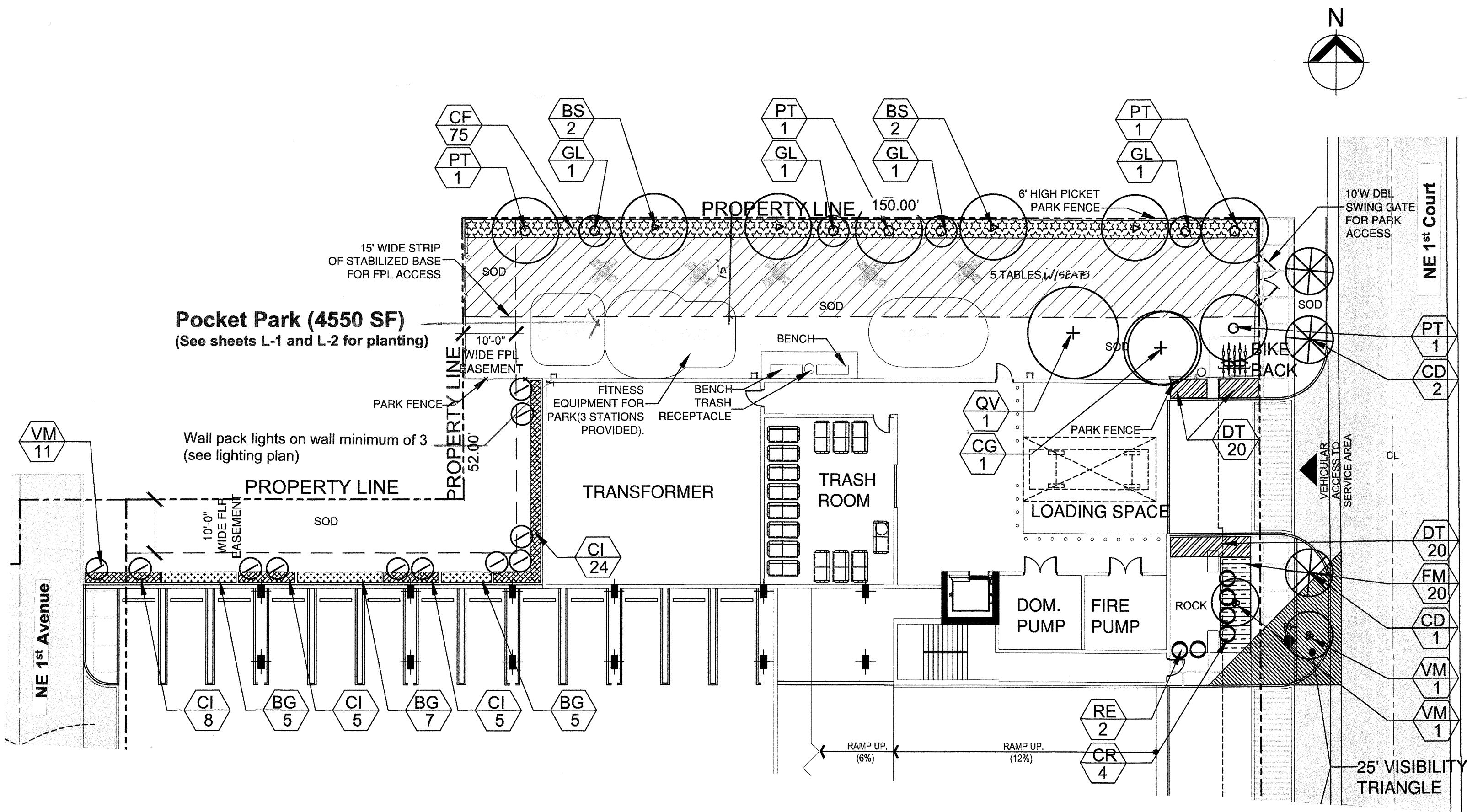
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| PROJECT No.:   |          |
| DESIGNED BY:   | K.M.     |
| DRAWN BY:      | J.G.     |
| CHECKED BY:    | K.M.     |
| ISSUE DATE:    | 2/7/2020 |
| DRAWING SCALE: | AS SHOWN |

KIMBERLY MOYER  
LANDSCAPE  
ARCHITECT  
(954) 592-3695  
LIC. NO. #LA0000952

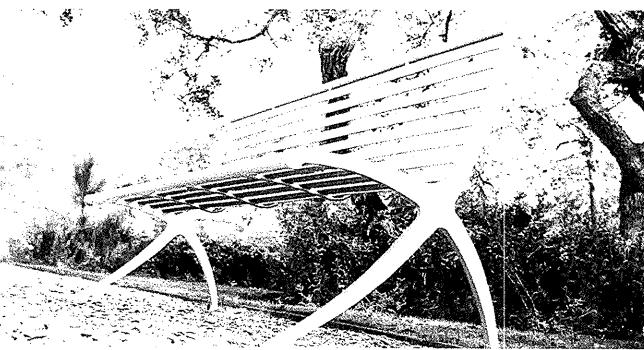




POCKET PARK - FITNESS EQUIPMENT (3 STATIONS) To be Selected



## Parc Vue



The landmark collection was inspired by familiar themes in historic design, architecture and nature. Designer John Rizzo took his inspiration from traditional cast iron furniture and asymmetric patterns in nature. The Parc Vue bench achieves a delicate balance between the strength and lively gesture of its frame and the perceived lightness and linear order of its slatted seat. It is a sculptural form that has what Rizzo calls "traditional roots and its own dynamic presence." In the companion curved and mesh-caged Parc Vue litter receptacle, the designer combines historic reference and contemporary manufacture in an elegant utilitarian object suited to a variety of settings in urban environments.

- Bench**
- Horizontal strap seat style is standard for backed or backless benches.
  - Bench is available in 72" length.
  - End arms are available for backed bench and are welded to the end frame.
  - Support end frames are of 3/4" steel.
  - Seating surface is made of horizontal steel straps (1-1/2" x 3/16"), which are welded to the end frames.
  - Parc Vue bench may be specified freestanding with glides or surface mount with anchor tabs.

| Style  | Depth | Width / Length | Height | Weight |
|--------|-------|----------------|--------|--------|
| backed | 25"   | 72"            | 36"    | 160 lb |

Bench Qty 2

## Parc Vue

- Litter Receptacles**
- Receptacles with liner have 30 gallon capacity; 40 gallon without liner.
  - Cast iron base and wire mesh basket comes standard in all powdercoat colors.
  - Top-opening or side-opening lid available in rotationally molded polyethylene, and attaches to basket with cable.
  - Optional polyethylene urn-shaped liner and lid come in two standard colors (fog and black) to coordinate with wire mesh basket.
  - Base has a center hole for optional surface mounting.
  - Contact your Landscape Forms representative for details on clear plastic bag option.



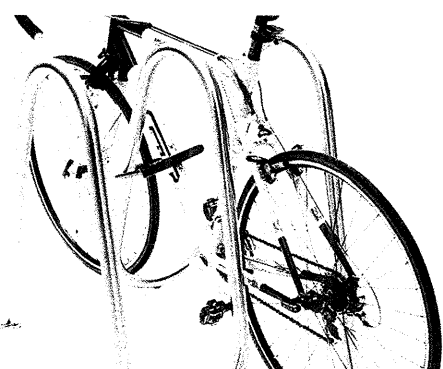
| Style       | Diameter | Height | Weight |
|-------------|----------|--------|--------|
| top-opening | 22"      | 36"    | 71 lb  |

Trash Receptacle Qty 2

### POCKET PARK:

- SEC. 312-30.A - DEFINITION  
TO BE USED AS A FITNESS PARK
- SEC. 312-30.B - SIZE:  
TOTAL AREA: 4,550 SF
- SEC. 312-30.C - LOCATION:  
VISIBLE FROM STREET - N.E. 1ST. COURT
- SEC. 312-30.D - CPTD DESIGN  
LIGHTING PROVIDED BY WALL PACKS ON BUILDING
- SEC. 312-30.E - ACCESS  
ACCESSED FROM N.E. 1ST. COURT AND OUR BUILDING
- SEC. 312-30.F - SEATING  
1 SEAT PER 200 SF (4,557 / 200 = 23 SEATS)  
(2) BENCHES PROVIDED = 6 SEATS  
(5) TABLES WITH 4 CHAIRS = 20 SEATS  
TOTAL = 26 SEATS
- SEC. 312-30.G - SHADE  
MORE THAN 50% SEATING IS SHADED BY UMBRELLAS INTEGRATED INTO THE TABLES
- SEC. 312-30.I - AMENITIES  
PARK TO CONTAIN PLAYGROUND / FITNESS EQUIPMENT FOR CREDIT

## FLO



Flowing design secures 3 bicycles and accepts horseshoe style lock. An artful solution for bicycle storage and security that meets Association of Pedestrian and Bicycle and Professionals (APBP) recommendations.

- Flo**
- Capacity: 3 bikes
  - Bike rack is made of 1.5" o.d., 120" wall stainless steel tubing, with a #4 satin electropolish finish on bare stainless steel.
  - Flo is also available in powdercoated steel. Nylon glides cushion the two intermediate loops.
  - Flo may be surface mounted or embedded.
  - Flo can secure three bicycles perfect parallel to the rack.
  - The bicycles must alternate directions, so access is required from both ends.
  - If access is limited to one direction, the capacity is reduced to two bicycles.
  - The rack provides two-point contact to prevent the bicycles from tipping over.
  - A standard D-shaped bike lock can secure both a wheel and the frame.

|  | DEPTH  | WIDTH | HEIGHT | PRODUCT WEIGHT |
|--|--------|-------|--------|----------------|
|  | 27.75" | 25.5" | 32.5"  | 38 lb          |

- Finishes**
- All metal parts are finished with Landscape Forms' proprietary Pongled 18" polyester powdercoat, a hard yet flexible finish that resists rusting, chipping, peeling and fading.

Table/ Chairs Qty 5

Bike Rack Qty 2

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TRION AT DANIA BEACH

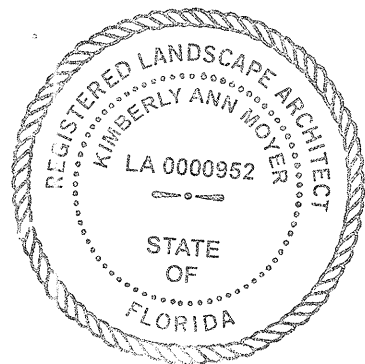
DANIA BEACH BLVD & NORTH FEDERAL HIGHWAY

Dania Beach, FL 33004

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|----------------|------------|
| PROJECT NO.:   |            |
| DESIGNED BY:   | K.M.       |
| DRAWN BY:      | J.G.       |
| CHECKED BY:    | K.M.       |
| ISSUE DATE:    | 05-01-2020 |
| DRAWING SCALE: | AS SHOWN   |

KIMBERLY MOYER  
LANDSCAPE  
ARCHITECT  
(954)-592-3695  
LIC. NO. #LA0000952



CONCEPTUAL POCKET PARK  
Scale 1/16" = 1'-0"

L-4

# CITY OF DANIA BEACH

## Agenda Request Item

**Type of Request:** Consent Agenda

**Continued from:**

### Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING EXECUTION OF A THIRD AMENDMENT TO A LOAN AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA (“COUNTY”), AND THE CITY OF DANIA BEACH, FLORIDA (“CITY”), PERTAINING TO THE PARKING GARAGE INFRASTRUCTURE PROJECT

### Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

### Fiscal Impact/Cost Summary

### Exhibits Attached

Memo - Third Amendment to Loan Agreement, R-2020-CRA- BC-CRA-City 3rd Amendment to Loan Agreement for Parking Garage Infrastructure Project, Exhibit A - Loan Agreement, Exhibit B - First Amendment to Loan Agreement, Exhibit C - Second Amendment to Loan Agreement, Exhibit D - Third Amendment to Loan Agreement, Dania Beach RCP Loan-to-Grant Conversion Acceptance Letter 3-9-18, Dania Beach RCP Loan to Grant Conversion Acceptance Letter 9-17-19



To: Chair, Vice Chair and Board of Directors

From: Rickelle Williams, Executive Director

Date: May 12, 2020

Re: **Third Amendment to the Loan Agreement regarding Parking Garage Infrastructure Project**

---

**Redevelopment Goals (p. 4 – adopted CRA Plan 2009 and p. 3 – adopted CRA Plan 2015)**

1. To Enhance and Reinforce the CRA Sub Areas
2. To Redevelop the CRA in a manner that is Energy Efficient and Sustainable

**Powers (p. 14 – adopted CRA Plan 2009 and p. 20 – adopted CRA Plan 2015)**

- To borrow money and to apply for and accept advances, loans, grants, contributions, and any other form of financial assistance from the Federal Government or the state, county, or other public body or from any sources, public or private, for the purposes of this part and to give such security as may be required and to enter into and carry out contracts or agreements in connection therewith; and to include in any contract for financial assistance with the Federal Government for or with respect to community redevelopment and related activities such conditions imposed pursuant to federal laws as the county or municipality deems reasonable and appropriate which are not inconsistent with the purposes of this part.

**Policy Guidelines (p. 16 – adopted CRA Plan 2009 and p.23– adopted CRA Plan 2015)**

- The CRA shall support and participate in the provision of an efficient parking system throughout the redevelopment area.

**Community Redevelopment Programs (p. 20-21 – adopted CRA Plan 2009 and p. 84- 85 – adopted CRA Plan 2015)**

- Infrastructure Improvement Programs: Working with the appropriate City, County, or State of Florida departments, the Agency may allocate funds to remedy infrastructure deficiencies and address identified future needs, including water utilities, sanitary sewer utilities, roadways, sidewalks, and stormwater management. All infrastructure projects funded by the Agency shall be for increasing the area's redevelopment potential and the likelihood of private investment. These programs are not designed to replace the City's funding already allocated for capital improvements in the area but rather to augment them.
  - *Parking Facilities* - As redevelopment occurs, leading to a higher and more efficient intensity of development, there will be a need for public parking lots or structures to supplement the private parking. The CRA is encouraged to participate in public/ private joint ventures for the provision of public parking. The CRA will be empowered to pay for developing public parking facilities, including but not limited to surface lots and structures. The CRA may either purchase or lease the property for the parking facilities.

**Background**

Broward County implemented the Redevelopment Capital Program to fund projects in Redevelopment Areas not receiving tax increment financing from the County in order to promote and support private redevelopment. The County, City and CRA entered into four loan agreements for a parking garage infrastructure project. The CRA managed and completed the design and construction of the 440-space

“Green” municipal parking garage which has spurred private development including the adjacent Hotel Morrison.

#### **Current Situation**

Three of the four loan agreements were eligible for loan-to-grant conversion and on March 9, 2018, were completely forgiven pursuant to the CRA’s initial request to Broward County for loan-to-grant conversion. In 2019, the fourth loan agreement for a loan of \$2,590,909 received partial loan-to-grant conversion pursuant to the CRA’s second request to Broward County for loan-to-grant conversion. This second request for loan-to-grant conversion resulted in forgiveness of \$1,969,033 leaving a revised loan balance of \$621,876 and requiring a Third Amendment to the Loan Agreement to reflect the revised balance.

During Fiscal Year 2020, the CRA will request an additional loan-to-grant conversion based on the County’s share of the revenue generated by the net increase in the tax base within the Dania Beach Community Redevelopment Area original boundaries due to specific private redevelopment projects including the newly developed Tru Hilton hotel.

#### **Fiscal Impact**

Adoption of the Third Amendment to the Loan Agreement does not alter the existing terms of the loan but rather formally reduces the loan balance. Any resulting principal and interest payments on the loan will be due to Broward County by September 30, 2020 and has been budgeted in the CRA Debt Service Account 106-52-01-552-71-10 for Fiscal Year 2020.

#### **Recommendation**

Approve the Third Amendment to the Loan Agreement.



## **RESOLUTION NO. 2020-CRA-005**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY ("CRA") OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING EXECUTION OF A THIRD AMENDMENT TO A LOAN AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA ("COUNTY"), AND THE CITY OF DANIA BEACH, FLORIDA ("CITY"), PERTAINING TO THE PARKING GARAGE INFRASTRUCTURE PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the Community Redevelopment Act of 1969, which is presently codified as Part III of Chapter 163, Florida Statutes, provides for certain powers including the power to undertake and carry out community redevelopment and related activities within the community redevelopment area, which may include installation, construction, or reconstruction of parking garages among other improvements; and

**WHEREAS**, in authorizing the creation of the Dania Beach Community Redevelopment Agency ("CRA") and in lieu of tax increment financing from Broward County ("County"), the CRA and the City of Dania Beach ("City") entered into an Interlocal Agreement ("ILA") with the County on April 20, 2004; and

**WHEREAS**, in recognition of parking access as a redevelopment tool, the 2009 and 2015 adopted CRA Plans provide that the CRA is empowered to pay for developing public parking facilities, including but not limited to surface lots and structures; and

**WHEREAS**, the County implemented the Redevelopment Capital Program to fund projects in Redevelopment Areas not receiving tax increment financing from the County in order to promote and support private redevelopment; and

**WHEREAS**, the County, City and CRA entered into four loan agreements related to the ILA for a parking garage infrastructure project; and

**WHEREAS**, the first loan agreement was dated March 24, 2009 and amended on February 22, 2011 and on March 4, 2014, pursuant to which the County made a loan in the amount of Two Million Three Hundred Thirty Four Thousand Two Hundred Dollars (\$2,334,200.00) to the City and CRA for the acquisition on Parcel 109, the site of the municipal parking garage; and

**WHEREAS**, the County, City and CRA entered into a second loan agreement dated September 28, 2010 and amended on February 8, 2011 and March 4, 2014, pursuant to which the

County made a loan in the amount of One Hundred Forty Thousand Dollars (\$140,000.00) to the City and CRA for a security system as part of a new parking garage; and

**WHEREAS**, the County, City and CRA entered into a third loan agreement dated September 25, 2013 and amended on March 4, 2014, pursuant to which the County made a loan in the amount of Two Hundred Seventy Three Thousand Seven Hundred Ninety Dollars (\$273,790.00) to the City and CRA for the gate-arm entry system as part of the new parking garage; and

**WHEREAS**, all three referenced loan agreements were in compliance with the requirements of the ILA, as amended, and were eligible for loan-to-grant conversion and thus, on March 9, 2018, were completely forgiven pursuant to the CRA's request for loan-to-grant conversion; and

**WHEREAS**, the County's share of the revenue generated by the net increase in the tax base within the Dania Beach Community Redevelopment Area boundaries due to specific private redevelopment projects was calculated at Two Million Eight Hundred Forty Two Thousand Eight Dollars (\$2,842,008.00), which was an amount greater than the sum of the three (3) loan balances which totaled Two Million Seven Hundred Forty Seven Thousand Nine Hundred Ninety Dollars (\$2,747,990.00), leaving a surplus conversion in the amount of Ninety Four Thousand Eighteen Dollars (\$94,018.00); and

**WHEREAS**, the County, City and CRA entered into a fourth Loan Agreement dated September 28, 2010 and amended on February 22, 2011 and March 4, 2014, pursuant to which the County made a loan in the amount of Two Million Five Hundred Ninety Thousand Nine Hundred Nine Dollars (\$2,590,909.00) to the City and CRA to construct a parking garage to include One Hundred and Ninety (190) spaces in addition to 250 parking spaces designated for City Hall and the Library; and

**WHEREAS**, this Loan Agreement and the First and Second Amendments to the Loan Agreement are attached as Exhibits "A", "B", and "C", and are made part of and incorporated into this Resolution by this reference; and

**WHEREAS**, the CRA managed and completed the design and construction of the "Green" municipal parking garage which has spurred private development including the adjacent Hotel Morrison, which meets existing parking requirements by leasing spaces in the municipal parking garage from the City, and which had an initial building improvement value of Sixteen Million Eight Hundred Fifty Nine Thousand Four Hundred Dollars (\$16,859,400.00); and

**WHEREAS**, the fourth Loan Agreement is in compliance with the requirements of the ILA, as amended, and was eligible for loan-to-grant conversion and thus, on September 17, 2019, was partially forgiven pursuant to the CRA's request for loan-to-grant conversion; and

**WHEREAS**, the County's share of the revenue generated by the net increase in the tax base within the Dania Beach Community Redevelopment Area boundaries due to specific private redevelopment projects was calculated at One Million Eight Hundred Seventy Five Thousand Fifteen Dollars (\$1,875,015.00), which was an amount less than the remaining loan balance which totaled Two Million Five Hundred Ninety Thousand Nine Hundred Nine Dollars (\$2,590,909.00); and

**WHEREAS**, the sum of the conversion amount of One Million Eight Hundred Seventy Five Thousand Fifteen Dollars (\$1,875,015.00) and the previous surplus conversion amount of Ninety Four Thousand Eighteen Dollars (\$94,018.00) is One Million Nine Hundred Sixty Nine Thousand Thirty Three Dollars (\$1,969,033.00); and

**WHEREAS**, given the total amount of conversion dollars of One Million Nine Hundred Sixty Nine Thousand Thirty Three Dollars (\$1,969,033.00) is less than the loan balance of Two Million Five Hundred Ninety Thousand Nine Hundred Nine Dollars (\$2,590,909.00), a Third Amendment to the Loan Agreement is required to reflect a revised loan balance in the amount of Six Hundred Twenty One Thousand Eight Hundred Seventy Six Dollars (\$621,876.00); and

**WHEREAS**, the CRA desires to execute a Third Amendment to the Loan Agreement with the County and City, a copy of which is attached as Exhibit "D", and is made part of and incorporated into this Resolution by this reference;

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

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

**Section 2.** That the CRA Board authorizes execution of a Third Amendment to the Loan Agreement and Promissory Note to be executed by the Board of County Commissioners of Broward County, Florida ("Board") and the City of Dania Beach City Commission ("Commission"), a copy of which is attached as Exhibit "D", and is made part of and incorporated

into this Resolution by this reference; provided, however that no agreement will be effective unless and until it has been executed by all parties.

**Section 3.** That the Loan Agreement and Promissory Note executed in connection with the Interlocal Agreement, as amended, shall be amended and replaced in substantial form as Exhibits “D”, attached, which are approved and the proper CRA officials are authorized to execute them.

**Section 4.** That the Executive Director and CRA Attorney are authorized to make minor revisions to the Agreement as are deemed necessary and proper for the best interest of the CRA.

**Section 5.** That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

**Section 6.** That this Resolution shall be in force and take effect immediately upon its passage and adoption.

**PASSED and ADOPTED** on May 12, 2020.

ATTEST:

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THOMAS SCHNEIDER, CMC  
BOARD SECRETARY

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LORI LEWELLEN  
BOARD CHAIRPERSON

APPROVED AS TO FORM AND CORRECTNESS:

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THOMAS J. ANSBRO  
CRA ATTORNEY

## LOAN AGREEMENT

THIS LOAN AGREEMENT is made and entered into as of the 28 day of September, 2010, by and between the City of Dania Beach, Florida, a municipal corporation under the laws of the State of Florida, whose post office address is 100 West Dania Beach Boulevard, Dania Beach, Florida 33304, and the Dania Beach Community Redevelopment Agency, or its successor, a public body corporate and politic ("Borrowers"), whose post office address is 100 West Dania Beach Boulevard, Dania Beach, Florida 33304, and Broward County, Florida (the "Lender"), a political subdivision of the State of Florida, whose post office address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301.

## RECITALS

A. Borrowers have submitted documentation to obtain County funding through the Broward County Redevelopment Capital Program for funds for a portion of a parking structure or garage, in support of private redevelopment, adjacent to the Dania Beach City Hall and Library. The documentation supports funding for 190 spaces of the parking garage structure, which spaces are in excess of the 250 spaces for Library and City Hall uses, and which are expected to spur private redevelopment and are at an actual cost of Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 Dollars (\$2,590,909.00) (based on the projected cost of Thirteen Thousand Six Hundred Thirty-Six and 36/100 Dollars (\$13,636.36) per space. The Lender has agreed to make a Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 Dollars (\$2,590,909.00) loan ("the Parking Garage Loan" or the "Loan") to the Borrowers, which Loan shall be evidenced by a Promissory Note (the "Note") from

Approved BCC 9/28/10 #26 A  
Submitted By Planning & Dev. Division  
RETURN TO DOCUMENT CONTROL

(37)



## LOAN AGREEMENT

THIS LOAN AGREEMENT is made and entered into as of the 28 day of September, 2010, by and between the City of Dania Beach, Florida, a municipal corporation under the laws of the State of Florida, whose post office address is 100 West Dania Beach Boulevard, Dania Beach, Florida 33304, and the Dania Beach Community Redevelopment Agency, or its successor, a public body corporate and politic ("Borrowers"), whose post office address is 100 West Dania Beach Boulevard, Dania Beach, Florida 33304, and Broward County, Florida (the "Lender"), a political subdivision of the State of Florida, whose post office address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301.

### RECITALS

A. Borrowers have submitted documentation to obtain County funding through the Broward County Redevelopment Capital Program for funds for a portion of a parking structure or garage, in support of private redevelopment, adjacent to the Dania Beach City Hall and Library. The documentation supports funding for 190 spaces of the parking garage structure, which spaces are in excess of the 250 spaces for Library and City Hall uses, and which are expected to spur private redevelopment and are at an actual cost of Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 Dollars (\$2,590,909.00) (based on the projected cost of Thirteen Thousand Six Hundred Thirty-Six and 36/100 Dollars (\$13,636.36) per space. The Lender has agreed to make a Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 Dollars (\$2,590,909.00) loan ("the Parking Garage Loan" or the "Loan") to the Borrowers, which Loan shall be evidenced by a Promissory Note (the "Note") from

Borrowers in favor of Lender.

B. Lender is willing to provide such Loan to Borrowers upon the terms and subject to the conditions set forth in the Dania Beach Interlocal Agreement, as amended by the Fourth Amendment, which Fourth Amendment is attached hereto and made a part hereof as Exhibit "A," and the conditions hereinafter set forth.

C. Lender is willing to provide such Loan to Borrowers upon the condition that the proceeds shall be used by Borrowers solely for the 190 spaces of the parking garage structure, in excess of the 250 spaces required for Library and City Hall uses, and as further provided and defined in the Fourth Amendment.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

1. Recitals. The Recitals hereinabove contained are true and correct and are made a part hereof.

2. Loan. The Loan shall be evidenced by a Promissory Note (the "Note"), in the form attached hereto as Exhibit "B." The Note shall be funded in one lump sum and shall evidence the Loan. The proceeds of the Loan shall be used by Borrowers solely for the actual costs of or the reimbursement thereof, the 190 spaces of the parking garage structure in excess of the 250 spaces required for Library and City Hall uses, in the amount of Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 Dollars (\$2,590,909.00), as provided for in Exhibit "A" attached hereto.

Lender shall provide a grant on the Parking Garage Loan up to the amount of the original Parking Garage Loan if both of the following conditions are met: 1) the Parking

Garage is completed within five (5) years from the effective date of the Fourth Amendment to the Dania Beach Interlocal Agreement, or such lesser timeframe if any, provided in the Library Agreement, and 2) the City/CRA demonstrates that the County's share of the revenue generated by the net increase in the tax base due to specific private redevelopment projects within the Dania Beach RCP Redevelopment Area boundaries over twenty (20) years (measured from the effective date of the First Amendment to the Dania Beach Interlocal Agreement, dated February 21, 2006) is expected to equal or exceed the amount of the original Parking Garage Loan. If conditions 1) and 2) above are met, the Parking Garage Loan shall convert to a grant through formal request by the Borrowers in accordance with the terms outlined in Exhibit "A" attached hereto.

3. Principal/Interest on the Loan. No payments of interest on or principal of the Loan shall be due within the first five (5) years from the effective date of this Loan Agreement. In the event that the Loan does not convert to a grant, because the conditions stated in Section 2 hereinabove have not been met, the Parking Garage Loan shall be repaid to the Redevelopment Capital Program by the Borrowers over a fifteen (15) year period commencing at the end of the initial five (5) year interest-free period, with the interest rate at the Municipal Market Data MMD "A" revenue bond rate as in effect at the time repayment begins. In this case, the maturity date shall be twenty (20) years or less from the effective date of this Loan Agreement. In no event shall the term of the Loan exceed twenty (20) years: five (5) years interest free, and up to fifteen (15) years at the MMD "A" revenue bond rate. One payment of principal and interest shall be made on or before September 30<sup>th</sup> of each year of the fifteen (15) year period,

commencing September 30, 2016. An equal amount of principal, plus the interest accrued for the year, shall become payable on each September 30, commencing September 30, 2016.

4. Defaults and Remedies. The occurrence of any one or more of the following events shall constitute an event of default:

- i. The proceeds of the Loan, in whole or any part thereof, are not used by Borrowers for the specific purpose stated herein and in accordance with the terms of Exhibit "A" hereto.
- ii. Any representation or warranty made by the Borrowers in connection with the making of the Loan by the Lender shall prove to be false or misleading in any material respect.
- iii. Failure to pay the amounts due under the Note, which failure shall continue for a period of ten (10) days after notice thereof is provided to Borrowers.
- iv. Entry of a final judgment against Borrowers or their agents which materially adversely affects the financial condition of the Borrowers and remains unsatisfied after thirty (30) days of the same becoming final, or the institution of any litigation against Borrowers or its agents which contests the validity of the Fourth Amendment, this Loan Agreement or the Promissory Note that is not dismissed or otherwise resolved within ninety (90) days thereafter.

5. Remedies Upon Default. Should any one or more defaults occur or exist, Lender shall in addition to such rights available to Lender pursuant to the terms of





Exhibit "A," to wit: the Dania Beach Interlocal Agreement, as amended by the Fourth Amendment thereto, have the right to accelerate the maturity of the entire principal balance due under the Note and shall have the right, upon ten (10) days written notice, to enforce collection of the entire indebtedness evidenced by the Note including interest, cost and fees by and through any of the remedies herein contained, or by and through any remedies afforded and permitted under the Note, the Uniform Commercial Code, or the laws of the State of Florida. Failure to declare a default, or a failure or withholding of any action to enforce collection of its obligation by virtue of such default, shall not constitute a waiver of any such event of default on the part of Lender. Any waiver by Lender of an event of default shall not be construed and shall not constitute a waiver of any other or subsequent event of default, it being understood that each event of default shall be and constitute a separate and independent event or act of default, for which Lender may accelerate the indebtedness of Borrowers and, at its election and option, proceed to enforce collection thereof.

All remedies and enforcement rights of the Lender shall be cumulative, and may be pursued separately or together as against the Borrowers, and Lender may resort to any one or more of the remedies afforded under this Loan Agreement, the Note, the Uniform Commercial Code of Florida, or under the laws of Florida, neither to the exclusion of the other.

6. Agreement to Pay Attorneys' Fees and Expenses. In the event the Borrowers shall default under any of the provisions of this Loan Agreement and the Lender should employ attorneys or incur other expenses for the collection of the payments due under this Loan Agreement or the enforcement of performance or

observance of any obligation or agreement on the part of the Borrowers herein contained, the Borrowers agree to pay to the Lender the reasonable fees and expenses of such attorneys and such other expenses so incurred by the Lender.

7. Miscellaneous.

(a) Effective Date: Effective date of this Loan Agreement shall mean the date upon which the last party to this Loan Agreement has executed same in accordance with the formalities imposed upon such entity required by Florida law.

(b) Notices. Notices shall be given by each party at the addresses set forth below and shall be deemed to have been sufficiently given or served for all purposes of the same as follows: All notices required to be given by mail will be given by first class, registered or certified mail postage prepaid, return receipt requested, or by private courier service which provides evidence of delivery, or sent by facsimile which produces evidence of transmission, confirmed by first class mail, postage prepaid, and in each case shall be deemed to have been given on the date evidenced by the postal or courier receipt or other written evidence of delivery or electronic transmission, addressed in the manner aforesaid. Any party may, by providing notice in the manner set forth in this section, change its address for purposes of this section.

FOR COUNTY: County Administrator  
Broward County Governmental Center  
115 S. Andrews Avenue  
Fort Lauderdale, FL 33301

With a copy to: Environmental Protection and

Growth Management Department  
Room 329B, Broward County Governmental Center  
115 South Andrews Avenue  
Fort Lauderdale, FL 33301

FOR CITY: City Manager  
City of Dania Beach  
100 West Dania Beach Boulevard  
Dania Beach, FL 33004

With a copy to: City Clerk  
City of Dania Beach  
100 West Dania Beach Boulevard  
Dania Beach, FL 33004

FOR CRA: Dania Beach Community Redevelopment Agency  
Executive Director  
City of Dania Beach  
100 West Dania Beach Boulevard  
Dania Beach, FL 33004

- (b) Severability. If any provision of this Loan Agreement shall be held or deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative, or unenforceable to any extent whatsoever.
- (c) Execution of Counterparts. This Loan Agreement may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.
- (d) Governing Law. This Loan Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Florida. The venue for any proceeding hereunder shall be accorded appropriate jurisdiction in Broward County, Florida.

- (e) This Loan Agreement shall be binding upon, and shall inure to the benefit of, the respective successors and assigns of the parties hereto.

8. Waiver of Jury Trial

Borrowers and Lender hereby knowingly, irrevocably, voluntarily and intentionally waive any right to a trial by jury in respect of any action, proceeding, defense or counterclaim based on this Loan Agreement, or arising out of, under or in connection with this Loan Agreement, the Note, or any other security document, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party hereto or to any security document. This provision is a material inducement for Borrowers and Lender entering into the subject transaction.

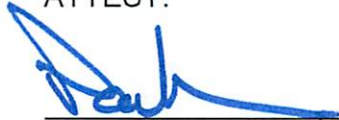
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IN WITNESS WHEREOF, the Parties hereto have made and executed this Loan Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 28 day of Sept., 2010; the CITY OF DANIA BEACH, signing by and through its City Manager, duly authorized to execute same, and the DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY, signing by and through its Chair, duly authorized to execute same.

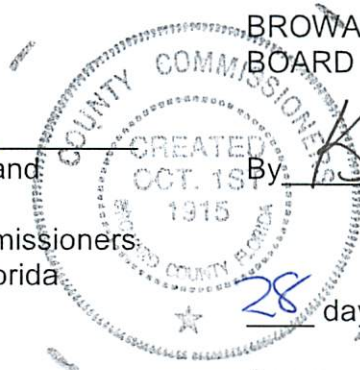
**COUNTY**

**LENDER**

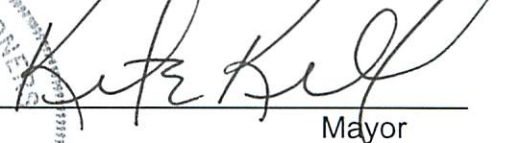
ATTEST:

for 

County Administrator and  
Ex-Officio Clerk of the  
Board of County Commissioners  
of Broward County, Florida



BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

By  Mayor

28 day of September, 2010

Approved as to form by  
Office of County Attorney  
Broward County, Florida  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-6968

By   
Carl L. Kitchner  
Assistant County Attorney

15th day of September, 2010

LOAN AGREEMENT AMONG BROWARD COUNTY, CITY OF DANIA BEACH AND  
DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

CITY OF DANIA BEACH

BORROWERS

ATTEST:

*Armine Stilson*  
City Clerk

CITY OF DANIA BEACH, through its

By *[Signature]*  
City Manager



14 day of SEPTEMBER, 2010

Approved as to form:

By *[Signature]*  
City Attorney

14 day of SEPTEMBER, 2010



LOAN AGREEMENT AMONG BROWARD COUNTY, CITY OF DANIA BEACH AND  
DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

**DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY**

BORROWERS

WITNESSES:

Louise Stilson

Chris A. Hottel

DANIA BEACH COMMUNITY  
REDEVELOPMENT AGENCY

By Cheryl M. H.

14 day of SEPTEMBER, 2010





# **EXHIBIT “A”**

#### FOURTH AMENDMENT TO DANIA BEACH INTERLOCAL AGREEMENT

This is the Fourth Amendment to the Dania Beach Interlocal Agreement ("Fourth Amendment"), made this 28 day of Sept., 2010, by and between the following:

Broward County, Florida  
a political subdivision of the State of Florida  
(the "County"),

and

City of Dania Beach, Florida, a municipal  
corporation under the laws of the State of  
Florida (the "City"),

and

The Dania Beach Community Redevelopment  
Agency, or its successor, a public body  
corporate and politic (the "CRA").

WHEREAS, on April 20, 2004, the County, the City and the CRA entered into an Interlocal Agreement ("Dania Beach Interlocal Agreement" or "Interlocal Agreement") pursuant to which it was agreed that the County method of investment in any redevelopment activities proposed by the City and/or the CRA, during the term of the Interlocal Agreement and any amendments thereto, and pursuant to the adopted Dania Beach Community Redevelopment Plan, would be implemented pursuant to the requirements and criteria of the funding program, established by the County, known as the Redevelopment Capital Program ("RCP"); and

WHEREAS, pursuant to the Interlocal Agreement, the basis of any amendment and extension to the term of the Interlocal Agreement would be the submission by the City and/or the CRA to the County, of a proposed community redevelopment project(s) within the term of the Interlocal Agreement and the successful negotiations by and between the City, the CRA and the County pertaining to same; and

WHEREAS, pursuant to the Interlocal Agreement, the basis of any amendment will include an implementation schedule and critical path timeline for the proposed community redevelopment project(s);

WHEREAS, on February 21, 2006, the County, the City and the CRA entered into the First Amendment to the Dania Beach Interlocal Agreement (the "First Amendment"), pursuant to which the County agreed to fund by way of one or more loans which, subject to the terms and conditions thereof, could be converted to grant(s),

for certain infrastructure improvements as described in the First Amendment within the Dania Beach RCP Redevelopment Area up to the total amount of Six Million Three Hundred Forty-Five Thousand Eight Hundred Sixty-Six Dollars (\$6,345,866.00) from the RCP; and

WHEREAS, the City and/or the CRA thereafter subsequently proceeded to complete the infrastructure improvements identified in the First Amendment, utilizing its own funds and other funding sources, and did not utilize any of the Six Million Three Hundred Forty-Five Thousand Eight Hundred Sixty-Six and no/100 Dollars (\$6,345,866.00) from the RCP committed under the First Amendment; and

WHEREAS, the City and the CRA then identified additional projects or improvements to replace those identified in the First Amendment, and sought to utilize the funds committed under the First Amendment for such purposes; and

WHEREAS, the City and the CRA then sought funding for the additional projects, specifically, for the reimbursement of the costs of acquisition of the property commonly known as Parcel 109, in the amount of Two Million Three Hundred Thirty-Four Thousand Two Hundred and no/100 Dollars (\$2,334,200.00) (the "Parcel 109 Reimbursement") and funding for a portion of a parking structure or garage, related to new private redevelopment, in the amount not to exceed Three Million One Hundred Thousand and no/100 Dollars (\$3,100,000.00), adjacent to City Hall and the Library, which funds are hereinafter referred to as the "Parking Garage Funds," together with such future project(s) that would be the subject of future application(s) by the CRA to the County and future amendments resulting therefrom, provided such future amendments are executed on or before February 21, 2011, not to exceed the total sum of Six Million Three Hundred Forty-Five Thousand Eight Hundred Sixty-Six and no/100 Dollars (\$6,345,866.00) contemplated by the First Amendment; and

WHEREAS, the County, the City, and the CRA, having negotiated the parameters for such Parking Garage Funds and the terms and conditions thereof, following Board approval on February 24, 2009, entered into the Second Amendment to Dania Beach Interlocal Agreement (the "Second Amendment") to effectuate the same; and

WHEREAS, pursuant to the Second Amendment, the Board approved funding not to exceed Three Million One Hundred Thousand and no/100 Dollars (\$3,100,000.00) to fund approximately 138 parking spaces, but not less than 125 nor more than 175, in a parking structure/garage. The RCP funds were to be provided as a five-year interest-free loan(s) which could convert to a grant(s) with conditions similar to those for the Parcel 109 Reimbursement, which funding has been addressed in the Third Amendment to the Dania Beach Interlocal Agreement (the "Third Amendment") entered into on March 24, 2009, by and between the County, the City and the CRA; and

WHEREAS, the funding and implementation requirements of the Third Amendment have been completed; and

WHEREAS, with respect to the Second Amendment, while the previously approved funding was not to exceed Three Million One Hundred Thousand and no/100 Dollars (\$3,100,000.00) for approximately 138 parking spaces, but not less than 125 nor more than 175, in the parking structure/garage, which spaces were to be in addition to the 250 spaces for use by the Library and City Hall, the CRA, on July 20, 2010, has now requested RCP funding for an additional 15 spaces, which raises the total number of spaces in support of private redevelopment from 175 to 190 spaces in a new parking structure of 440 total spaces; and

WHEREAS, based upon the July 20, 2010 request of the CRA, the lower actual cost of construction and the change to 440 parking spaces, the County has determined that the City and the CRA have provided sufficient documentation to support a loan convertible to a grant for the subject 190 parking spaces, based on similar loan-to-grant conversion provisions, with a 5-year interest-free mechanism, to those already provided in the First Amendment, the Second Amendment (Parking Garage Funds) and the Third Amendment (Parcel 109 Reimbursement now completed); and

WHEREAS, based on the lower cost and change to the 440 parking spaces, the proportional cost for the now 190 parking spaces is Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 Dollars (\$2,590,909.00), which amount will be processed for disbursement by the County upon approval and execution of this Fourth Amendment and contemporaneous execution of a Loan Agreement and Promissory Note, based on the approved funding mechanism previously utilized in the First, Second and Third Amendments; and

WHEREAS, on July 20, 2010, the CRA also requested RCP funding related to the parking garage for a security system and gate-arm entry system; and

WHEREAS, the City and the CRA have provided sufficient documentation to support a loan convertible to a grant for the subject security system in the amount of One Hundred Forty Thousand and no/100 Dollars (\$140,000.00), based on similar loan-to-grant conversion provisions, with a 5-year interest-free mechanism, to those already provided in the First Amendment, the Second Amendment (Parking Garage Funds) and the Third Amendment (Parcel 109 Reimbursement now completed) and which amount will be processed for disbursement by the County upon approval and execution of this Fourth Amendment and contemporaneous execution of a Loan Agreement and Promissory Note; and

WHEREAS, the County will not, to date, disburse any RCP funds for the gate-arm entry system until the City and the CRA have provided sufficient documentation, which documentation shall include executed contracts, to support a loan convertible to a grant for the subject gate-arm entry system in an amount not to exceed Two Hundred Seventy-Three Thousand Seven Hundred Ninety and no/100 Dollars (\$273,790.00), based on similar loan-to-grant conversion provisions, with a 5-year interest-free mechanism, to those already provided in the First Amendment, the Second Amendment



(Parking Garage Funds) and the Third Amendment (Parcel 109 Reimbursement now completed) and which amount will be processed for disbursement by the County upon review of such documentation and execution of a Loan Agreement and Promissory Note; and

WITNESSETH, that for and in consideration of the mutual covenants and agreements contained herein, the County, the City and the CRA agree as follows:

1. The truth and accuracy of each "WHEREAS" clause set forth above is acknowledged by the parties and the recitals contained are incorporated herein.
2. Section 1.8 of the Dania Beach Interlocal Agreement is hereby amended to read as follows:

1.8 The total County funding amount from the Redevelopment Capital Program payable to the CRA, for the Parcel 109 Reimbursement and Parking Garage Funds, as redefined pursuant to this Fourth Amendment, together with the security system and gate-arm entry system and such future project(s) that will be the subject of future application(s) by the CRA to the County and future amendments resulting therefrom, provided such future amendments are executed on or before February 21, 2011, shall not exceed the sum of Six Million Three Hundred Forty-Five Thousand Eight Hundred Sixty-Six and no/100 Dollars (\$6,345,866.00). All amounts paid by the County shall continue to be deposited into the Redevelopment Trust Fund established by the City or the CRA and expended solely as authorized by the Act and the Interlocal Agreement, as amended.

3. Section 4 of the Dania Beach Interlocal Agreement, as created by paragraph 7 of the First Amendment, and as further amended by the Second and Third Amendments, and in addition and similar to the provisions of the Third Amendment, is hereby further amended and supplemented to read, specifically regarding the Parking Garage Funds pursuant to the provisions of the Second Amendment, as follows:

#### 4.0 COUNTY FUNDING OF INFRASTRUCTURE IMPROVEMENTS

- 4.1 The Parking Garage Funds, as defined in the Second Amendment, with funding for the actual cost not to exceed Three Million One Hundred Thousand and no/100 Dollars (\$3,100,000.00) for approximately 138 spaces, but not less than 125 spaces nor more than 175 spaces, which spaces are in addition to 250 spaces for use by the Library and City Hall, are hereby redefined to include an additional 15 spaces, which raises the total number of parking spaces in support of private redevelopment from 175 to 190 spaces in a parking structure of 440 spaces. Based on a lower per space

cost, the proportional cost of the 190 spaces is Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 Dollars (\$2,590,909.00), which will be processed for disbursement by the County upon approval of this Fourth Amendment and execution of appropriate Loan Agreement(s) and Promissory Note(s). In addition to this amount, the Parking Garage Funds shall include an additional One Hundred Forty Thousand and no/100 Dollars (\$140,000.00), requested by the City/CRA, for a security system for the parking garage, to be processed for disbursement upon approval of this Fourth Amendment and execution of appropriate Loan Agreement(s) and Promissory Note(s), and further, an amount equal to the actual cost not to exceed Two Hundred Seventy-Three Thousand Seven Hundred Ninety and no/100 Dollars (\$273,790.00) for a gate-arm entry system, to be disbursed by the County after appropriate documentation is presented, including a contract, duly reviewed by the County, together with execution of an additional Loan Agreement(s) and Promissory Note(s).

The differential between the initial County commitment for the Parking Garage Funds of Three Million One Hundred Thousand and no/100 Dollars (\$3,100,000.00) and the funding for the now redefined Parking Garage Funds totaling Three Million Four Thousand Six Hundred Ninety-Nine and no/100 Dollars (\$3,004,699.00), is Ninety-Five Thousand Three Hundred One and no/100 Dollars (\$95,301.00), which sum shall be added to the Nine Hundred Eleven Thousand Six Hundred Sixty-Six and no/100 Dollars (\$911,666.00) differential remaining after the Third Amendment, totaling One Million Six Thousand Nine Hundred Sixty-Seven and no/100 Dollars (\$1,006,967.00), and shall be available to the CRA for future projects that will be the subject of future application(s) by the CRA to the County and future amendments resulting therefrom, provided such future amendments must be executed on or before February 21, 2011. Should the actual cost of the gate-arm entry system be less than the not to exceed amount of Two Hundred Seventy-Three Thousand Seven Hundred Ninety and no/100 Dollars (\$273,790.00), the difference will be added to the amount available to the CRA for future projects.

- 4.2 The County funding will be exercised as to the Parking Garage Funds, as redefined herein, only after submission by the City and/or CRA to the County of an application therefore, including an implementation schedule and critical path timeline, which the County acknowledges have been submitted.

County funding for any future public improvements will be exercised only after submission by the City and/or CRA to the County of an application and documentation therefore, including an implementation schedule and critical path timeline.

- 4.3 In addition to the provisions of the Third Amendment for the Parcel 109 Reimbursement, tThe County will lend the actual cost not to exceed \$3,100,000 Three Million Four Thousand Six Hundred Ninety-Nine and no/100 Dollars (\$3,004,699.00), for no less than 125 spaces nor more than 175 spaces, 190 spaces of all spaces in the Parking Garage in excess of 250 spaces, at a projected cost of \$22,463.77 Thirteen Thousand Six Hundred Thirty-Six and 36/100 Dollars (\$13,636.36) per space, a security system and a gate-arm entry system, as more fully provided in the Application documentation submitted therefore.

- 4.4 ~~The County loan(s) of the Parking Garage Funds shall be made when sufficient documentation (e.g. permits and contracts) that evidences when the Parking Garage construction will commence is submitted and reviewed in final by the County for sufficiency and completeness, and a mutually acceptable loan agreement executed.~~

The County loan(s) of the Parking Garage Funds for the 190 parking spaces (\$2,590,909) and the security system (\$140,000.00) shall be processed for disbursement within thirty (30) days of execution of this Fourth Amendment, Loan Agreement(s), and Promissory Note(s) by appropriate parties thereto, and the not to exceed amount of Two Hundred Seventy-Three Thousand Seven Hundred Ninety and no/100 Dollars (\$273,790.00) for the gate-arm entry system will be disbursed when appropriate documentation is submitted, duly reviewed by the County, and a Loan Agreement and Promissory Note are executed.

...

- 4.7 In addition and similar to the provisions of the Third Amendment for the Parcel 109 Reimbursement loan, Section 4.7 of the Second Amendment related to the Parking Garage Funds is amended as follows.

The County shall provide a grant(s) on the Parking Garage Funds, as redefined herein, loan(s) up to the amount(s) of the original Parking Garage Funds loan(s) if both of the following conditions are met: 1) all Parking Garage improvements (parking garage, security system, and gate-arm entry system) associated with the loan(s) are completed within five (5) years from the effective date of this

~~Second~~ Fourth Amendment or lesser timeframe, if any, provided in the Library Agreement, and 2) the City/CRA demonstrates that the County's share of the revenue generated by the net increase in the tax base due to specific private redevelopment projects within the Dania Beach RCP Redevelopment Area boundaries over 20 years (measured from the effective date of the First Amendment dated February 21, 2006) is expected to equal or exceed the amount of the original Parking Garage Funds loan(s).

4.7.1 If conditions 1) and 2) of Section 4.7 are met, the Parking Garage Funds loan(s) shall convert to a grant(s), through formal request by the City/CRA, as follows: 1) one-third of the amount of the loan(s) or one-third of the County's share of the revenue generated by the expected net increase in the tax base due to specific private redevelopment project(s), whichever is less, will convert to a grant(s) at the time of the approval of the requisite permitting for the private redevelopment project(s), and appropriate documentation of the completion of the associated Parking Garage improvements (parking garage, security system and gate-arm entry system); 2) an additional one-third of the amount of the loan(s) or one-third of the County's share of the revenue generated by the expected net increase in the tax base due to specific private redevelopment project(s), whichever is less, will convert to grant(s) at the time when the City/CRA provides documentation to the County that 50% of the total project floors are erected; and, 3) the remaining one-third of the amount of the loan(s) or one-third of the County's share of the revenue generated by the expected net increase in the tax base due to specific private redevelopment project(s), whichever is less, will convert to a grant(s) at the time of the completion of the private redevelopment project(s) evidenced by the issuance of all applicable Certificates of Occupancy.

4.8 In addition and similar to the provisions of the Third Amendment, Section 4.8 of the Second Amendment is amended as follows.

If conditions 1) and 2) of Section 4.7 herein are not met, the Parking Garage Funds loan(s), as redefined by this Fourth Amendment, must be repaid to the Redevelopment Capital Program by the City or CRA over a 15-year period commencing at the end of the initial five-year interest-free period, ~~as provided by Section 4.5 herein~~, with interest at the Municipal Market Data (MMD) "A" revenue bond rate as in effect at the time repayment begins. In no event shall the term of the loan(s) exceed twenty (20)

years: five years interest free, and up to 15 years at the MMD "A" revenue bond rate.

- 4.9 In no event shall the total amount of County grant(s) and loan(s) for the Parcel 109 Reimbursement, Parking Garage Funds, as redefined by this Fourth Amendment, and any future project(s) that will be the subject of future application(s) by the CRA to the County and future amendments resulting therefrom, which must be executed on or before February 21, 2011, exceed Six Million Three Hundred Forty-Five Thousand Eight Hundred Sixty-Six and no/100 Dollars (\$6,345,866.00).

...

- 4.11 ~~In addition to the provisions of the Second Amendment as applicable to the Parking Garage Funds loan, t~~The calculation of the net increase in the tax base over 20 years, which is Condition 2 of Section 4.7 herein, is as follows:

4.11.1 The net present value of the County's share of the revenue generated by the net increase in the tax base from all private redevelopment projects within the Dania Beach RCP Redevelopment Area boundaries shall be calculated based on the following parameters:

Estimated Project Value: Project costs (Land & Improvements)

Property Assessment Rate: 85% of Project Cost

Collection Rate: 95%

Property Appreciation Rate: 4%

Payback Term: 20 Years from the effective date of the First Amendment, February 21, 2006, but may be less than 20 years depending on the year the private redevelopment project(s) become part of the tax base.

County Millage: Effective County Millage at the time of grant consideration

Discount Rate: The interest rate from the table of "A" General Obligation yields produced by "Municipal Market Data" and

published in the Bond Buyer for the 20-year maturity in the proposed project financing or funding plan. The actual rate used shall be the interest rate published within five (5) days prior to the date of submittal of the request for grant funds by the City/CRA to the County.

4.11.2 The net increase in the tax base is the difference between the assessed (85%) value of the various redevelopment projects including land and improvements, and the taxable value of the existing property including land and improvements ~~as of the date of this Third Amendment~~. If a property was acquired by the County, the City or the CRA for the purpose of redevelopment, within the last 4 years, the taxable value will be the latest available taxable value increased annually by the growth in the tax base within the Dania Beach RCP Redevelopment Area.

...

4. Section 5 of the Dania Beach Interlocal Agreement, as created by paragraph 8 of the First Amendment, and further amended by paragraph 5 of the Second and Third Amendments, shall remain unchanged and its provisions fully applicable to this Fourth Amendment.
5. Section 6 of the Dania Beach Interlocal Agreement, as created by paragraph 9 of the First Amendment and amended by paragraph 6 of the Second and Third Amendments, shall remain unchanged and its provisions fully applicable to this Fourth Amendment.
6. Section 4.0, MISCELLANEOUS of the Dania Beach Interlocal Agreement, as amended by paragraph 10 of the First Amendment and paragraph 7 of the Second and Third Amendments, as applicable to this Fourth Amendment, is hereby amended to read as follows:

#### 7.0 MISCELLANEOUS

- 7.1 Effective Date: The effective date of this ~~Third~~ Fourth Amendment shall be on the date it is fully executed by the parties.
- 7.2 Joint Preparation: The preparation of this ~~Third~~ Fourth Amendment has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.



- 7.3 Merger: The Dania Beach Interlocal Agreement, as amended, incorporates and includes all prior negotiations, correspondence, agreements or understandings applicable to the matter contained herein; and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Interlocal Agreement, as amended, that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all Parties to the Dania Beach Interlocal Agreement, as amended.
- 7.4 Assignment: The respective obligations of the Parties set forth in the Dania Beach Interlocal Agreement, as amended, shall not be assigned, in whole or in part, without the written consent of the other party.
- 7.5 Recordation/Filing: The County Administrator as the Ex-Officio Clerk of the Broward County Board of County Commissioners is hereby authorized and directed after approval of this ~~Third~~ Fourth Amendment, by the governing body of the City/CRA and the County and the execution thereof by the duly qualified and authorized officers of each of the Parties hereto to file the Dania Beach Interlocal Agreement, and amendments thereto, with the Clerk of Broward County, Florida, as required by Section 163.01(11), Florida Statutes.
- 7.6 Contract Administrators: The Contract Administrators for the Dania Beach Interlocal Agreement and amendments thereto are the Dania Beach City Manager, or designee, and the County Administrator, or designee. In the implementation of the terms and conditions of the Dania Beach Interlocal Agreement, as amended, as contrasted with matters of policy specifically established by the respective commissioners through resolutions and/or ordinances, all parties may rely upon instructions or determinations made by the respective Contract Administrators.
- 7.7 Notices: Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier evidenced by a delivery receipt, facsimile evidenced by a delivery receipt, or by an overnight express delivery service evidenced by a delivery receipt, addressed

to the party for whom it is intended at the place last specified; and the place for giving notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this section. For the present, the Parties designate the following as the respective places for giving notice. Notice shall be effective upon delivery as evidenced by a delivery receipt.

FOR COUNTY: County Administrator  
Broward County Governmental Center  
115 South Andrews Avenue  
Fort Lauderdale, FL 33301

With a copy to: Environmental Protection and Growth  
Management Department  
Room 329B, Governmental Center  
115 South Andrews Avenue  
Fort Lauderdale, FL 33301

FOR CITY: City Manager  
City of Dania Beach  
100 West Dania Beach Boulevard  
Dania Beach, FL 33004

With a copy to: City Clerk  
City of Dania Beach  
100 West Dania Beach Boulevard  
Dania Beach, FL 33004

FOR CRA: City Clerk  
City of Dania Beach  
100 West Dania Beach Boulevard  
Dania Beach, FL 33304

7.8. Governing Law and Venue: The Dania Beach Interlocal Agreement and amendments thereto shall be governed, construed and controlled according to the laws of the State of Florida without regard to its conflict of laws provision. Any claim, objection or dispute arising out of the terms of the Dania Beach Interlocal Agreement and amendments thereto shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

7.9 Severability: In the event a portion of the Dania Beach Interlocal Agreement and amendments thereto is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the City and/or the CRA or the County elect to terminate the Dania Beach Interlocal Agreement.

An election to terminate the Dania Beach Interlocal Agreement, as amended, based upon this provision shall be made within seven (7) calendar days after the court's determination becomes final. For the purposes for this section, "final" shall mean the expiration of time within which to file an appeal or the conclusion of any appellate proceeding and the granting of an order. In such event, the Parties agree to cooperate fully with the other to effectuate a smooth transaction of services.

- 7.10 Amendments: Except as expressly authorized in the Dania Beach Interlocal Agreement or amendments thereto, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as the Dania Beach Interlocal Agreement and executed by the Parties.
- 7.11 Third Party Beneficiaries: Neither City, County nor CRA intend that any person shall have cause of action against either of them as a third party beneficiary under the Dania Beach Interlocal Agreement or amendments thereto. Therefore, the Parties agree that there are no third party beneficiaries to the Dania Beach Interlocal Agreement and that no third party shall be entitled to assert a claim against either of them based upon the Dania Beach Interlocal Agreement or amendments thereto. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under the Dania Beach Interlocal Agreement or amendments thereto.
- 7.12 Force Majeure: Unless otherwise governed by the Dania Beach Interlocal Agreement or amendments thereto, or by federal or state law or regulations, neither party shall be obligated to perform under the Dania Beach Interlocal Agreement or amendments thereto, if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, act of God, riot or civil commotion, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense. In no event shall lack of funds on the part of either party be deemed Force Majeure. Either party desiring to rely upon such a cause shall, when the cause arises, give prompt written notice thereof to the other party and, when the cause ceases to exist, shall give prompt written notice thereof to the other party. Both parties agree to use their best efforts to minimize the effects of such cause that would give rise to the operation of this provision.

- 7.13 Nondiscrimination: The decision of the Parties hereto regarding the delivery of services under the Dania Beach Interlocal Agreement or amendments thereto, shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.
- 7.14 Gender: Whenever any words are used in the Dania Beach Interlocal Agreement or amendments thereto, in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply, and whenever any words are used in this Interlocal Agreement or amendments thereto in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply.
- 7.15 The Parties shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in performing any services pursuant to this Interlocal Agreement or amendments thereto.
- 7.16 The Parties agree that an extraordinary majority vote (4/5) of the Dania City Commission and the CRA, as applicable, shall be required in order to institute any eminent domain proceeding or to acquire any property exceeding the appraised value within the Community Redevelopment area.
- 7.17 That in the event of any conflict or ambiguity by and between the terms and provisions of this ~~Third~~ Fourth Amendment to the original Dania Beach Interlocal Agreement and the original Dania Beach Interlocal Agreement, First Amendment ~~or~~, Second Amendment or Third Amendment thereto, the terms and provisions of this ~~Third~~ Fourth Amendment shall control to the extent of any such conflict or ambiguity.
- 7.18 That the original Dania Beach Interlocal Agreement, as amended by the First Amendment, Second Amendment ~~and~~, Third Amendment and Fourth Amendment thereto, executed by the Parties shall remain in full force and effect except as specifically amended herein.
- 7.19 This Fourth Amendment may be executed in up to four (4) counterparts, each of which shall be deemed to be an original.

- 7.20 The City and/or the CRA shall reasonably encourage the participation of, and utilization of, small and minority businesses, specifically, but not limited to, a financial advisor, bond counsel, underwriters' counsel and underwriting services in the development of the redevelopment projects of the City.

(Remainder of page intentionally left blank)

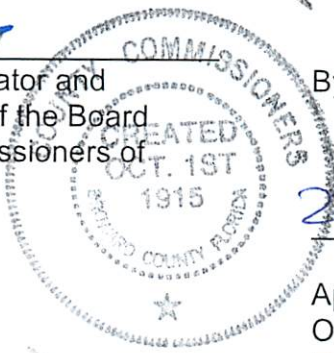
IN WITNESS WHEREOF, the Parties hereto have made and executed this FOURTH AMENDMENT to the Interlocal Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 28 day of September, 2010; and the CITY OF DANIA BEACH, signing by and through its Mayor, duly authorized to execute same and the DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY, signing by and through its Chair, duly authorized to execute same.

COUNTY

ATTEST:

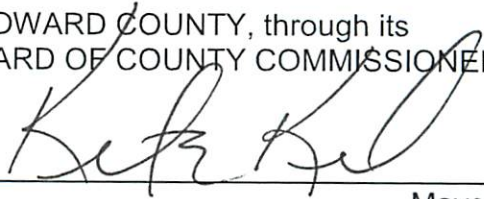
*for* 

County Administrator and  
Ex-Officio Clerk of the Board  
of County Commissioners of  
Broward County



BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

By

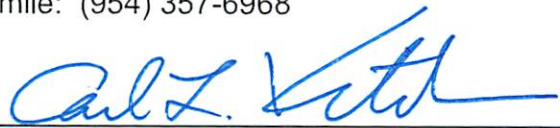


Mayor

28 day of September, 2010

Approved as to form by:  
Office of County Attorney  
Broward County, Florida  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Facsimile: (954) 357-6968

By



Assistant County Attorney

15th day of September, 2010



FOURTH AMENDMENT TO INTERLOCAL AGREEMENT AMONG BROWARD  
COUNTY, CITY OF DANIA BEACH AND DANIA BEACH COMMUNITY  
REDEVELOPMENT AGENCY

CITY OF DANIA BEACH

ATTEST:

*Louise Stilson*  
City Clerk

*[Signature]*  
City Manager



DANIA BEACH, through its

By *[Signature]*  
\_\_\_\_\_, Mayor-Commissioner

14 day of SEPTEMBER, 2010

Approved as to form:

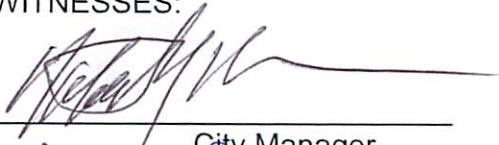
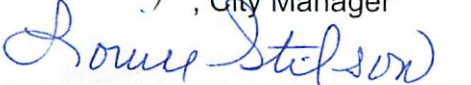
By *[Signature]*  
\_\_\_\_\_, City Attorney

14 day of SEPTEMBER, 2010

FOURTH AMENDMENT TO INTERLOCAL AGREEMENT AMONG BROWARD  
COUNTY, CITY OF DANIA BEACH AND DANIA BEACH COMMUNITY  
REDEVELOPMENT AGENCY

COMMUNITY REDEVELOPMENT AGENCY

WITNESSES:

  
\_\_\_\_\_, City Manager  
  
\_\_\_\_\_, City Clerk

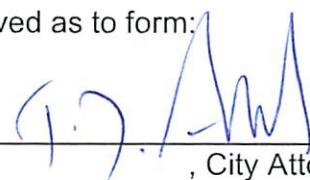
DANIA BEACH COMMUNITY  
REDEVELOPMENT AGENCY

By  \_\_\_\_\_, Chairman

14 day of SEPTEMBER, 2010



Approved as to form:

By  \_\_\_\_\_, City Attorney

14 day of SEPTEMBER, 2010

1. The first part of the document is a letter from the Mayor of Dania Beach, Florida, to the Mayor of the City of Miami, dated January 1, 1964. The letter is signed by the Mayor of Dania Beach and is addressed to the Mayor of the City of Miami.

2. The second part of the document is a letter from the Mayor of the City of Miami to the Mayor of Dania Beach, dated January 1, 1964. The letter is signed by the Mayor of the City of Miami and is addressed to the Mayor of Dania Beach.

3. The third part of the document is a letter from the Mayor of Dania Beach to the Mayor of the City of Miami, dated January 1, 1964. The letter is signed by the Mayor of Dania Beach and is addressed to the Mayor of the City of Miami.

4. The fourth part of the document is a letter from the Mayor of the City of Miami to the Mayor of Dania Beach, dated January 1, 1964. The letter is signed by the Mayor of the City of Miami and is addressed to the Mayor of Dania Beach.

5. The fifth part of the document is a letter from the Mayor of Dania Beach to the Mayor of the City of Miami, dated January 1, 1964. The letter is signed by the Mayor of Dania Beach and is addressed to the Mayor of the City of Miami.

6. The sixth part of the document is a letter from the Mayor of the City of Miami to the Mayor of Dania Beach, dated January 1, 1964. The letter is signed by the Mayor of the City of Miami and is addressed to the Mayor of Dania Beach.

7. The seventh part of the document is a letter from the Mayor of Dania Beach to the Mayor of the City of Miami, dated January 1, 1964. The letter is signed by the Mayor of Dania Beach and is addressed to the Mayor of the City of Miami.

8. The eighth part of the document is a letter from the Mayor of the City of Miami to the Mayor of Dania Beach, dated January 1, 1964. The letter is signed by the Mayor of the City of Miami and is addressed to the Mayor of Dania Beach.

9. The ninth part of the document is a letter from the Mayor of Dania Beach to the Mayor of the City of Miami, dated January 1, 1964. The letter is signed by the Mayor of Dania Beach and is addressed to the Mayor of the City of Miami.

10. The tenth part of the document is a letter from the Mayor of the City of Miami to the Mayor of Dania Beach, dated January 1, 1964. The letter is signed by the Mayor of the City of Miami and is addressed to the Mayor of Dania Beach.

11. The eleventh part of the document is a letter from the Mayor of Dania Beach to the Mayor of the City of Miami, dated January 1, 1964. The letter is signed by the Mayor of Dania Beach and is addressed to the Mayor of the City of Miami.

12. The twelfth part of the document is a letter from the Mayor of the City of Miami to the Mayor of Dania Beach, dated January 1, 1964. The letter is signed by the Mayor of the City of Miami and is addressed to the Mayor of Dania Beach.

13. The thirteenth part of the document is a letter from the Mayor of Dania Beach to the Mayor of the City of Miami, dated January 1, 1964. The letter is signed by the Mayor of Dania Beach and is addressed to the Mayor of the City of Miami.

14. The fourteenth part of the document is a letter from the Mayor of the City of Miami to the Mayor of Dania Beach, dated January 1, 1964. The letter is signed by the Mayor of the City of Miami and is addressed to the Mayor of Dania Beach.



# **EXHIBIT “B”**

U.S. \$2,590,909.00

Fort Lauderdale, Florida  
September 28, 2010

#### PROMISSORY NOTE

FOR VALUE RECEIVED the undersigned, the CITY OF DANIA BEACH, FLORIDA, a municipal corporation under the laws of the State of Florida, and the DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY, or its successor, a public body corporate and politic ("BORROWERS"), promise to pay to the order of BROWARD COUNTY, FLORIDA, a political subdivision of the State of Florida (the "LENDER") located at Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, the principal sum of Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 DOLLARS (\$2,590,909.00), (the "Principal") plus interest (the "Interest") on the Principal after the end of the initial five (5) year interest-free period as defined in Section two (2) below:

So long as no default has occurred in the Note, Interest shall be payable at the Municipal Market Data MMD "A" revenue bond rate as in effect at the time repayment begins. Upon default in this Note, Interest shall be payable at the per annum rate of eighteen percent (18%). Interest shall accrue and be payable on an actual 360-day basis.

1) This Note evidences a Loan by LENDER to BORROWERS for the sole purpose of funding through the Broward County Redevelopment Capital Program for funds for 190 spaces of the parking garage structure, in support of private redevelopment, which spaces are in excess of the 250 spaces for Library and City Hall uses, and which are expected to spur private redevelopment and are at an actual cost

of Two Million Five Hundred Ninety Thousand and Nine Hundred and Nine (\$2,590,909.00) Dollars, based on a projected cost of Thirteen Thousand Six Hundred Thirty-Six and 36/100 (\$13,636.36) per space.

2) This Note evidences a Loan by LENDER to BORROWERS upon the terms and subject to the terms and conditions set forth in the Dania Beach Interlocal Agreement, as amended by the Fourth Amendment, which Fourth Amendment is attached and made a part hereof as Exhibit "A" to the Loan Agreement accompanying this Note.

- 3) The outstanding principal of the Note shall be due and payable as follows:
- a) No payments of interest or principal of the Loan shall be due within the first five (5) years from the effective date of this Note. In the event that the Loan does not convert to a grant because the conditions stated in Section 2 of the Loan Agreement have not been met, the Loan shall be repaid over to the LENDER by the BORROWERS over a fifteen (15) year period commencing at the end of the initial five (5) year interest free period, with the interest rate at the Municipal Market Data MMD "A" revenue bond rate as in effect at the time repayment begins. In this case, the maturity date shall be twenty (20) years or less from the effective date of this Promissory Note and the accompanying Loan Agreement. In no event, shall the term of the Loan exceed twenty (20) years; five (5) years interest free, and up to fifteen (15) years at the MMD "A" revenue bond rate. One payment of Principal and Interest shall be



made on or before September 30<sup>th</sup> of each year of the fifteen (15) year period, commencing September 30, 2016. An equal amount of Principal, plus the interest accrued for the year, shall become payable on each September 30, commencing September 30, 2016.

- b) This Note may be prepaid in whole or in part without penalty. Any prepayment shall be accompanied by an amount equal to the interest accrued thereon to the date of receipt of such prepayment in collected funds.

4) All payments hereunder shall be made to LENDER's office at: Broward County Environmental Protection and Growth Management Department, 115 South Andrews Avenue, Room 329B, Fort Lauderdale, Florida, 33301, or such other place as LENDER may from time to time designate in writing.

5) This Note shall be in default if any payment of Principal or Interest due hereunder, and/or under the Loan Agreement, dated as of the date of this Note, from BORROWERS to LENDER, is not paid as and when due, or if any event of default occurs simultaneously, as such term is defined in the accompanying Loan Agreement being entered into hereto. Upon default in this Note, the LENDER, at its option, may declare the entire unpaid Principal balance of this Note, together with accrued Interest, to be immediately due and payable without notice or demand. In addition to payments of Interest and Principal, if there is a default in this Note, the LENDER shall be entitled to recover from the BORROWER all of the LENDER's costs of collection, including the LENDER's attorneys' fees and expenses (whether for services incurred in collection, litigation, or otherwise), and all other costs incurred in connection therewith.

6. BORROWERS severally, irrevocably and unconditionally agree:

- (a) that any suit, action or other legal proceeding arising out of or relating to this Note may be brought at the option of the LENDER, in a court of record of the State of Florida in Broward County, in the United States District Court for the Southern District of Florida or in any other court of competent jurisdiction; and
- (b) consent to the jurisdiction of each such court in any such suit, action or proceeding; and
- (c) waive any objection which it or they may have to the loss of revenue of any such suit, action or proceeding in any such courts.

7. All remedies and enforcement rights of the LENDER shall be cumulative, and may be pursued separately or together as against the BORROWERS and LENDER may resort to any one or more of the remedies afforded under this Note or Loan Agreement, the Uniform Commercial Code of Florida, or under the laws of Florida, neither to the exclusion of the others.

8. BORROWERS AND LENDER HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING, DEFENSE OR COUNTERCLAIM BASED ON THE NOTE OR ACCOMPANYING LOAN AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE LOAN AGREEMENT, THIS NOTE, OR ANY OTHER SECURITY DOCUMENT TO, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO OR TO ANY SECURITY DOCUMENT. THIS

PROVISION IS A MATERIAL INDUCEMENT FOR BORROWERS AND LENDER  
ENTERING INTO THE SUBJECT TRANSACTION.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, BORROWERS, CITY OF DANIA BEACH, FLORIDA,  
and DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY, have executed this  
Note.

BORROWERS

WITNESSES:

CITY OF DANIA BEACH, FLORIDA

Christine A. Lotter  
Print Name: Christine A. Lotter

Charles K. McElvrea  
Print Name: CHARLES K. MCELVEA

Miriam Nasser  
Print Name: MIRIAM NASSER

STATE OF FLORIDA )

COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 14 day of  
SEPTEMBER, 2010, by CHARLES K. MCELVEA, as  
MAYOR, who is personally known to me or who has produced  
as identification.

Louise Stilson  
Print Name:  
Notary Public, State of Florida at Large  
Commission No. \_\_\_\_\_

My Commission Expires



BORROWERS

WITNESSES:

DANIA BEACH COMMUNITY  
REDEVELOPMENT AGENCY

Christine A. Lottier  
Print Name: Christine A. Lottier

Charles K. McElvrea  
Print Name: CHARLES K. MCELVEA

Miriam Nasser  
Print Name: MIRIAM NASSER

STATE OF FLORIDA )

COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 14 day of SEPTEMBER, 2010, by CHARLES K. MCELVEA, as CHAIRMAN, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Louise Stilson  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida at Large  
Commission No. \_\_\_\_\_



2

FIRST AMENDMENT TO LOAN AGREEMENT

THIS FIRST AMENDMENT TO LOAN AGREEMENT is made and entered into as of the 8th day of February, 2011, by and between the City of Dania Beach, Florida, a municipal corporation under the laws of the State of Florida, whose post office address is 100 West Dania Beach Boulevard, Dania Beach, Florida ~~33304~~ 33004, and the Dania Beach Community Redevelopment Agency, or its successor, a public body corporate and politic ("Borrowers"), whose post office address is 100 West Dania Beach Boulevard, Dania Beach, Florida ~~33304~~ 33004, and Broward County, Florida (the "Lender"), a political subdivision of the State of Florida, whose post office address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301.

RECITALS

A. Borrowers have submitted documentation to obtain County funding through the Broward County Redevelopment Capital Program ~~for funds~~ for a portion of a parking structure or garage, in support of private redevelopment, adjacent to the Dania Beach City Hall and Library. The documentation supports funding for 190 spaces of the parking garage structure, which spaces are in excess of the 250 spaces for Library and City Hall uses, and which are expected to spur private redevelopment and are at an actual cost of Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 Dollars (\$2,590,909.00) (based on the projected cost of Thirteen Thousand Six Hundred Thirty-six and 36/100 Dollars (\$13,636.36) per space). The Lender has agreed to make a Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 Dollars (\$2,590,909.00) loan ("the Parking Garage Loan" or the "Loan") to the Borrowers, which Loan shall be evidenced by a Promissory Note (the "Note") from

Approved BCC 2/8/11 #34  
Submitted By Planning + Dev. Div.  
RETURN TO DOCUMENT CONTROL

nk. 126



## FIRST AMENDMENT TO LOAN AGREEMENT

THIS FIRST AMENDMENT TO LOAN AGREEMENT is made and entered into as of the 8th day of February, 204011, by and between the City of Dania Beach, Florida, a municipal corporation under the laws of the State of Florida, whose post office address is 100 West Dania Beach Boulevard, Dania Beach, Florida 33304 33004, and the Dania Beach Community Redevelopment Agency, or its successor, a public body corporate and politic ("Borrowers"), whose post office address is 100 West Dania Beach Boulevard, Dania Beach, Florida 33304 33004, and Broward County, Florida (the "Lender"), a political subdivision of the State of Florida, whose post office address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301.

### RECITALS

A. Borrowers have submitted documentation to obtain County funding through the Broward County Redevelopment Capital Program ~~for funds~~ for a portion of a parking structure or garage, in support of private redevelopment, adjacent to the Dania Beach City Hall and Library. The documentation supports funding for 190 spaces of the parking garage structure, which spaces are in excess of the 250 spaces for Library and City Hall uses, and which are expected to spur private redevelopment and are at an actual cost of Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 Dollars (\$2,590,909.00) (based on the projected cost of Thirteen Thousand Six Hundred Thirty-six and 36/100 Dollars (\$13,636.36) per space). The Lender has agreed to make a Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 Dollars (\$2,590,909.00) loan ("the Parking Garage Loan" or the "Loan") to the Borrowers, which Loan shall be evidenced by a Promissory Note (the "Note") from

Borrowers in favor of Lender.

B. Lender is willing to provide such Loan to Borrowers upon the terms and subject to the conditions set forth in the Dania Beach Interlocal Agreement, as amended ~~by the Fourth Amendment, which Fourth Amendment is~~ Interlocal Agreement and Amendments are attached hereto and made a part hereof as Exhibit "A," and the conditions hereinafter set forth.

C. Lender is willing to provide such Loan to Borrowers upon the condition that the proceeds shall be used by Borrowers solely for the 190 spaces of the parking garage structure, in excess of the 250 spaces required for Library and City Hall uses, and as further provided and defined in the Fourth Amendment and Fifth Amendment to the Dania Beach Interlocal Agreement.

D. Borrowers and Lender, pursuant to the Fifth Amendment to the Dania Beach Interlocal Agreement, have further agreed to include and clarify how the original Loan can convert to a grant(s), in whole or in part, in the event that the County's share of the expected revenue generated by the net increase in the tax base from specific private redevelopment project(s) is less than the original loan amount, due to either partial completion of a specific private redevelopment project(s), or completion of a specific private redevelopment project(s) that does not generate expected County revenue equal to the full amount of the original Loan. Borrowers shall make formal request to the Lender for a loan-to-grant conversion(s) and provide sufficient documentation to support a loan-to-grant conversion(s).

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, the parties hereto do hereby agree as

follows:

1. Recitals. The Recitals hereinabove contained are true and correct and are made a part hereof.

2. Loan. The Loan shall be evidenced by a Promissory Note (the "Note"), in the form attached hereto as Exhibit "B." The Note shall be funded in one lump sum and shall evidence the Loan. The proceeds of the Loan shall be used by Borrowers solely for the actual costs of or the reimbursement thereof, the 190 spaces of the parking garage structure in excess of the 250 spaces required for Library and City Hall uses, in the amount of Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 Dollars (\$2,590,909.00), as provided for in Exhibit "A" attached hereto.

Lender shall provide a grant on the Parking Garage Loan up to the amount of the original Parking Garage Loan if both of the following conditions are met: 1) the Parking Garage is completed within five (5) years from the ~~e~~Effective ~~d~~Date of the Fourth Amendment to the Dania Beach Interlocal Agreement, or such lesser timeframe if any, provided in the Library Agreement (it being acknowledged that completion of the parking garage has already occurred), and 2) the City/CRA demonstrates that the County's share of the revenue generated by the net increase in the tax base due to specific private redevelopment projects within the Dania Beach RCP Redevelopment Area boundaries over twenty (20) years (measured from the effective date of the First Amendment to the Dania Beach Interlocal Agreement, dated February 21, 2006) is expected to equal or exceed the amount of the original Parking Garage Loan. If conditions 1) and 2) above are met, the Parking Garage Loan shall convert to a grant through formal request by the Borrowers in accordance with the terms outlined in

Exhibit "A" attached hereto.

If condition 1) in the above paragraph and pursuant to Exhibit "A" is met, but with respect to condition 2) referenced, the County's share of the revenue generated by the net increase in the tax base due to specific private redevelopment project(s) is expected to be less than the full amount of the original Loan due to either completion of only a portion of said project(s), or completion of a specific private redevelopment project(s) that does not generate expected County revenue equal to the full amount of the original Loan, a "partial" loan-to-grant conversion may take place for an amount that is expected to equal the County's share of the revenue generated by the net increase in the tax base due to said completed portions of project(s).

If a "partial" loan-to-grant conversion(s) takes place, the resulting amended loan amount will be the difference between the full amount of the original Loan and the partial loan amount(s) converted to a grant(s). A loan-to-grant conversion for the full amount of the original Loan also may occur with one payment, at the time of completion of the private redevelopment project(s), with appropriate Certificate of Occupancy documentation. "Full" or partial" loan-to-grant conversion(s) of the original Loan may also occur at any time during the term of the original Loan. However, if any loan-to-grant conversion(s) occurs after the 5-year interest-free period and repayment has begun, as defined in Section 3 hereinbelow, the amount available for conversion to a grant(s) is the outstanding loan balance (defined as the original Loan less any conversions and repayments) at the time of conversion, and interest accrued to that date shall be paid to the County. All interest paid shall be retained by County.

3. Principal/Interest on the Loan. No payments of interest on or principal of

the Loan, or amendments thereof, shall be due within the first five (5) years from the ~~e~~Effective d~~Date of this~~ the original Loan Agreement, dated September 28, 2010. In the event that the original Loan, or amended Loan, does not convert to a grant, because the conditions stated in Section 2 hereinabove have not been met, the Parking Garage Loan shall be repaid to the ~~Redevelopment Capital Program~~ Lender by the Borrowers over a fifteen (15) year period commencing at the end of the initial five (5) year interest-free period, with the interest rate at the Municipal Market Data MMD "A" revenue bond rate as in effect at the time repayment begins. In this case, the maturity date shall be twenty (20) years or less from the ~~e~~Effective d~~Date of this~~ the original Loan Agreement. In no event shall the term of the original or amended Loan exceed twenty (20) years: five (5) years interest-free, and up to fifteen (15) years at the MMD "A" revenue bond rate. One payment of principal and interest shall be made on or before September 30<sup>th</sup> of each year of the fifteen (15) year period, commencing September 30, 2016. An equal amount of principal, plus the interest accrued for the year, shall become payable on each September 30, commencing September 30, 2016.

4. Defaults and Remedies. The occurrence of any one or more of the following events shall constitute an event of default:

- i. The proceeds of the Loan, as amended, in whole or any part thereof, are not used by Borrowers for the specific purpose stated herein and in accordance with the terms of Exhibit "A" hereto.
- ii. Any representation or warranty made by the Borrowers in connection with the making of the Loan, as amended, by the Lender shall prove to be false or misleading in any material respect.

- iii. Failure to pay the amounts due under the Note, which failure shall continue for a period of ten (10) days after notice thereof is provided to Borrowers.
- iv. Entry of a final judgment against Borrowers or their agents which materially adversely affects the financial condition of the Borrowers and remains unsatisfied after thirty (30) days of the same becoming final, or the institution of any litigation against Borrowers or its agents which contests the validity of the ~~Fourth Amendment~~ Dania Beach Interlocal Agreement, as amended, this Loan Agreement, as amended, or the Promissory Note that is not dismissed or otherwise resolved within ninety (90) days thereafter.

5. Remedies Upon Default. Should any one or more defaults occur or exist, Lender shall in addition to such rights available to Lender pursuant to the terms of Exhibit "A," to wit: the Dania Beach Interlocal Agreement, as amended ~~by the Fourth Amendment thereto~~, have the right to accelerate the maturity of the entire principal balance due under the Note and shall have the right, upon ten (10) days written notice, to enforce collection of the entire indebtedness evidenced by the Note including interest, cost and fees by and through any of the remedies herein contained, or by and through any remedies afforded and permitted under the Note, the Uniform Commercial Code, or the laws of the State of Florida. Failure to declare a default, or a failure or withholding of any action to enforce collection of its obligation by virtue of such default, shall not constitute a waiver of any such event of default on the part of Lender. Any waiver by Lender of an event of default shall not be construed and shall not constitute a waiver of



any other or subsequent event of default, it being understood that each event of default shall be and constitute a separate and independent event or act of default, for which Lender may accelerate the indebtedness of Borrowers and, at its election and option, proceed to enforce collection thereof.

All remedies and enforcement rights of the Lender shall be cumulative, and may be pursued separately or together as against the Borrowers, and Lender may resort to any one or more of the remedies afforded under this Loan Agreement, as amended, the Note, the Uniform Commercial Code of Florida, or under the laws of Florida, neither to the exclusion of the other.

6. Agreement to Pay Attorneys' Fees and Expenses. In the event the Borrowers shall default under any of the provisions of this Loan Agreement, as amended, and the Lender should employ attorneys or incur other expenses for the collection of the payments due under this Loan Agreement, as amended, or the enforcement of performance or observance of any obligation or agreement on the part of the Borrowers herein contained, the Borrowers agree to pay to the Lender the reasonable fees and expenses of such attorneys and such other expenses so incurred by the Lender.

7. Miscellaneous.

- (a) Effective Date: Effective date of this First Amendment to Loan Agreement shall mean the date upon which the last party to this First Amendment to Loan Agreement has executed same in accordance with the formalities imposed upon such entity required by Florida law.
- (b) Notices. Notices shall be given by each party at the addresses set forth

below and shall be deemed to have been sufficiently given or served for all purposes of the same as follows: All notices required to be given by mail will be given by first class, registered or certified mail postage prepaid, return receipt requested, or by private courier service which provides evidence of delivery, or sent by facsimile which produces evidence of transmission, confirmed by first class mail, postage prepaid, and in each case shall be deemed to have been given on the date evidenced by the postal or courier receipt or other written evidence of delivery or electronic transmission, addressed in the manner aforesaid. Any party may, by providing notice in the manner set forth in this section, change its address for purposes of this section.

FOR COUNTY: County Administrator  
Broward County Governmental Center  
115 S. Andrews Avenue  
Fort Lauderdale, FL 33301

With a copy to: Environmental Protection and  
Growth Management Department  
Room 329B, Broward County Governmental Center  
115 South Andrews Avenue  
Fort Lauderdale, FL 33301

FOR CITY: City Manager  
City of Dania Beach  
100 West Dania Beach Boulevard  
Dania Beach, FL 33004

With a copy to: City Clerk  
City of Dania Beach  
100 West Dania Beach Boulevard  
Dania Beach, FL 33004

FOR CRA: Dania Beach Community Redevelopment Agency  
Executive Director  
City of Dania Beach

100 West Dania Beach Boulevard  
Dania Beach, FL 33004

- (c) Severability. If any provision of this Loan Agreement, as amended, shall be held or deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative, or unenforceable to any extent whatsoever.
- (d) Execution of Counterparts. This Loan Agreement, as amended, may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.
- (e) Governing Law. This Loan Agreement, as amended, shall be governed exclusively by and construed in accordance with the applicable laws of the State of Florida. The venue for any proceeding hereunder shall be accorded appropriate jurisdiction in Broward County, Florida.
- (f) This Loan Agreement, as amended, shall be binding upon, and shall inure to the benefit of, the respective successors and assigns of the parties hereto.

8. Waiver of Jury Trial

Borrowers and Lender hereby knowingly, irrevocably, voluntarily and intentionally waive any right to a trial by jury in respect of any action, proceeding, defense or counterclaim based on this Loan Agreement, as amended, or arising out of, under or in connection with this Loan Agreement, as amended, the Note, or any other security document, or any course of conduct, course of dealing, statements (whether verbal or

written) or actions of any party hereto or to any security document. This provision is a material inducement for Borrowers and Lender entering into the subject transaction.

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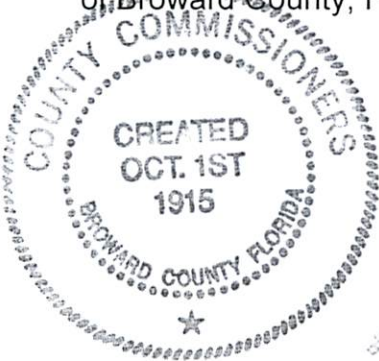
IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to Loan Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 8<sup>th</sup> day of February, 2011; the CITY OF DANIA BEACH, signing by and through its City Manager, duly authorized to execute same, and the DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY, signing by and through its Chair, duly authorized to execute same.

COUNTY

LENDER

ATTEST:

  
\_\_\_\_\_  
for County Administrator and  
Ex-Officio Clerk of the  
Board of County Commissioners  
of Broward County, Florida

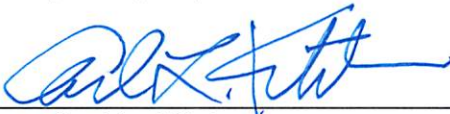


BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

By \_\_\_\_\_  
Mayor

22<sup>nd</sup> day of February, 2011

Approved as to form by  
Office of County Attorney  
Broward County, Florida  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-6968

By \_\_\_\_\_  
Carl L. Kitchner  
Assistant County Attorney

26<sup>th</sup> day of January, 2011

FIRST AMENDMENT TO LOAN AGREEMENT AMONG BROWARD COUNTY, CITY  
OF DANIA BEACH AND DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

CITY OF DANIA BEACH

BORROWERS

ATTEST:

CITY OF DANIA BEACH, through its

Louise Stilson  
Louise Stilson, CMC, City Clerk

By Robert Baldwin  
Robert Baldwin, City Manager



25 day of January, 2011

Approved as to form:

By Thomas J. Ansbro  
Thomas J. Ansbro, City Attorney

25th day of January, 2011



FIRST AMENDMENT TO LOAN AGREEMENT AMONG BROWARD COUNTY, CITY  
OF DANIA BEACH AND DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

**DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY**

BORROWERS

WITNESSES:

Louise Stilson

Louise Stilson, City Clerk

Thomas J. Ansbro

Thomas J. Ansbro

DANIA BEACH COMMUNITY  
REDEVELOPMENT AGENCY

By C. K. McElyea  
C. K. McElyea, Chairman

25th day of January, 2011



CLK/lt  
01/24/11  
#11-053

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## **EXHIBIT “A”**

### **Dania Beach Interlocal Agreement and Amendments**

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL AGREEMENT (the "Agreement"), made this 20<sup>th</sup> day of April, 2004, by and between the following:

Broward County, Florida  
a political subdivision of the State of Florida  
(the "County"),

and

City of Dania Beach, Florida, a municipal  
corporation under the laws of the State of  
Florida (the "City")

and

the Dania Beach Community Redevelopment  
Agency, or its successor, a public body  
corporate and politic (the "CRA").

WHEREAS, the Board of County Commissioners of Broward County, Florida (the "Board"), adopted Resolution No. 2002-275 on March 19, 2002, which, among other things, acknowledged 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, the criteria of which presented by the City, in the aggregate, demonstrated that it is necessary and appropriate to redevelop such Redevelopment Area in accordance with the provisions of Part III of Chapter 163, Florida Statutes (the "Act"), as amended; and

WHEREAS, pursuant to the Resolution of the County, the Board delegated to the City Commission of the City of Dania Beach, Florida (the "City Commission") the authority to exercise the redevelopment powers conferred upon the Board within the Redevelopment 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 a 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 which were delegated by the Board to the City and directed the preparation and adoption of a community redevelopment plan (the "Plan"); and

WHEREAS, the County desires to delegate to the City Commission the remaining powers necessary to implement the proposed Plan to be submitted pursuant to the Act, except those powers specifically retained by the County; and

WHEREAS, contemporaneously with this Agreement, the County has adopted Resolution No. (attached hereto and made a part hereof), which Resolution approves the City's Plan and delegates to the City Commission the remaining powers necessary to implement the Plan, except those powers specifically retained by the County pursuant to the Act (a boundary change; an extension to the term of the Plan involving the continuing contribution by the taxing authorities beyond plan adoption; and a change to the adopted plan of such magnitude as would require a county or municipal land use plan amendment); and

WHEREAS, on February 10, 2004, the County adopted Resolution No. 2004-76, which creates a funding program known as the Redevelopment Capital Program for funding of redevelopment initiatives in Broward County; and

WHEREAS, the County, the City and the CRA have agreed that the County method of investment in any redevelopment activities proposed by the City and/or the CRA shall be redicated upon other investment strategies in lieu of County tax increment financing; and

WHEREAS, on March 19, 2002, the County adopted Resolution No. 2002-275 pursuant to which the County, the City and the CRA were required to enter into an agreement of understanding to wit: Interlocal Cooperation Agreement (the "Agreement") to delineate their areas of responsibility with respect to the redevelopment of the Redevelopment Area and the proposed CRA's obligations and responsibilities to each taxing authority; and

WHEREAS, there shall be established for the CRA created under the Act, a redevelopment trust fund (the "Fund"); and

WHEREAS, the boundaries identified for the Redevelopment Area are within the corporate limits of the City.

WITNESSETH, that for and in consideration of the mutual covenants and agreements contained herein, the County, the City and the CRA agree as follows:

**1.0 COUNTY INVESTMENT IN DANIA BEACH CRA**

1.1 The City and the CRA hereby agree to comply with all the terms, requirements and conditions of Broward County Resolution No. 2004-76, which creates the funding program known as the Redevelopment Capital Program.

1.2 The City, the CRA and the County hereby agree that any redevelopment activities proposed by the City and/or the CRA, during the term of this Agreement and any amendments thereto, pursuant to an adopted Community Redevelopment Plan approved by the Board, shall be implemented pursuant to the requirements of the Redevelopment Capital Program.



- 1.3 The City, the CRA and the County hereby agree that funding for any redevelopment activities proposed by the City and/or the CRA, during the term of this Agreement and any amendments thereto, pursuant to an adopted Community Redevelopment Plan approved by the Board, shall be funded through annual non ad valorem appropriations pursuant to the requirements of the Redevelopment Capital Program.
- 1.4 The City, either directly or through the CRA, will establish and maintain a Redevelopment Trust Fund, as required by applicable law.
- 1.5 The annual funding of the Redevelopment Trust Fund shall not include any contribution from the County, until such time as the terms and conditions of said contribution are described specifically by and between the City, the CRA and the County, and negotiated and memorialized in an amendment to this Agreement specific to proposed community redevelopment project(s).
- 1.6 The County shall consider investing in eligible activities/projects, upon submittal of an application by the City and/or the CRA, or the County, based upon the extent to which the activity/project achieves a variety of criteria that includes the following: provides for a net increase to the tax base; furtherance of one or more of County Challenge Goals in effect at the time of an amendment(s) to this Agreement, as appropriate; has been demonstrated to be financially feasible in a market study; includes a financial contribution from non-County sources; and removes slum and blight conditions.

- 1.7 The County method of investment in any redevelopment activities proposed by the City and/or the CRA shall be predicated upon other investment strategies in lieu of County tax increment financing.
- 1.8 The County shall determine the total County investment amount for each project, taking into consideration the amount of funds available through the Redevelopment Capital Program consistent with Resolution No. 2004-76.
- 1.9 During the term of this Agreement or any amended term of this Agreement, the City and the CRA shall provide the County an annual audit and annual report as required by Sec. 163.387(8) and 163.356(3), Fla. Statutes. The City and the CRA shall include a comparison of Plan goals, objectives, and policies to annual program accomplishments and an analysis comparing current tax base to the base year, in addition to the statutorily required financial statements.
- 1.10 During the term of this Agreement or any amended term of this Agreement, the City and the CRA shall provide the County on an annual basis, as required by Sec. 163.356(3)(c), Fla. Statutes, to effectively demonstrate accountability for the resources, an activity report. The activity report in a format approved by the County, must include both expenditures for the current fiscal year and cumulative financial information for each individual project or activity undertaken pursuant to the community redevelopment plan. Specific details of the reporting shall be part of the terms and conditions of any amendment to this Agreement.

.0 TERM OF CRA

- 2.1 The term of the CRA for purposes of completing all community redevelopment projects shall be no later than 40 years after the fiscal year in which the Community Redevelopment Plan is approved. The City reserves the right to reduce the term of the CRA to a shorter period after the term of this Agreement or any extensions to the Agreement have expired and provided that all indebtedness, in whatever form agreed to, and other contractual obligations involving County funds have been satisfied. The City will notify the County of same pursuant to Paragraph 4.5 of this Agreement.
- 2.2 During the term of the CRA, the County method of investment in any redevelopment activities proposed by the CRA and/or the City shall be subject to the terms and conditions of the within Agreement and any amendments thereto.

### 3.0 TERM OF AGREEMENT

The term of this Agreement will be five (5) years from the Effective Date herein. The basis for any amendment(s) and extension(s) to the term of this Agreement shall be the submission(s) by the City and the CRA to the County of a proposed community redevelopment project(s) within the term of this Agreement and the successful negotiations by and between the City, the CRA and the County pertaining to same.

- 3.1 Any amended term will commence upon the time of approval by the County of the proposed community redevelopment project(s) and execution of an amended Agreement by and between the City, the CRA and the County reflecting same. The City, the CRA and County agree that any and all

amendments to this Agreement will include an implementation schedule and critical timeline for all proposed community redevelopment project(s).

3.2 This Agreement is non-terminable and non-cancelable during its term and any amendments thereto, except as provided in Section 4.7 herein.

3.3 The Parties covenant and agree that this Agreement provides a unique opportunity for the County, the City and the CRA to engage in a long-term relationship to promote the health, safety and welfare of the citizens and residents of Broward County and to provide a mechanism of financing and project development which requires solemnity and continuation. In that regard, the Parties further covenant and agree that this Agreement shall not be terminable or cancelable during its term unless and until a court of competent jurisdiction determines, as a matter of law, that this Agreement is not enforceable or valid.

#### 4.0 MISCELLANEOUS

4.1 Joint Preparation: The preparation of this Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

4.2 Merger: This Agreement incorporates and includes all prior negotiations, correspondence, agreements or understandings applicable to the matter contained herein; and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties

agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all Parties to this Agreement.

- 4.3 Assignment: The respective obligations of the Parties set forth in this Agreement shall not be assigned, in whole or in part, without the written consent of the other party.
- 4.4 Recordation/Filing: The County Administrator as the Ex-Officio Clerk of the Broward County Board of County Commissioners is hereby authorized and directed after approval of the Agreement by the governing body of the City and the County and the execution thereof by the duly qualified and authorized officers of each of the Parties hereto to file this Agreement with the Clerk of Broward County, Florida, as required by Section 163.01(11), Florida Statutes.
- 4.5 Notices: Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier evidenced by a delivery receipt, facsimile evidenced by a delivery receipt, or by an overnight express delivery service evidenced by a delivery receipt, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this

paragraph. For the present, the Parties designate the following as the respective places for giving of notice. Notice shall be effective upon delivery as evidenced by a delivery receipt.

FOR COUNTY: County Administrator  
Broward County Governmental Center  
115 S. Andrews Avenue  
Fort Lauderdale, Florida 33301

With a copy to: Broward County Attorney's Office  
Suite 423, Governmental Center  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

FOR CITY: Ivan Pato  
City Manager  
City of Dania Beach  
100 West Dania Beach Boulevard  
Dania Beach, FL 33004

With a copy to: City Clerk  
City of Dania Beach  
100 West Dania Beach Boulevard  
Dania Beach, FL 33004

FOR CRA: City Clerk  
City of Dania Beach  
100 West Dania Beach Boulevard  
Dania Beach, FL 33004

4.6 Governing Law and Venue: This Agreement shall be governed, construed and controlled according to the laws of the State of Florida without regard to its conflict of laws provision. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

4.7 Severability: In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue

to be effective unless the City and/or the CRA or the County elect to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) calendar days after the court's determination becomes final. For the purposes of this section, "final" shall mean the expiration of time within which to file an appeal or the conclusion of any appellate proceeding and the granting of an order. In such event, the Parties agree to cooperate fully with the other to effectuate a smooth transition of services.

- 4.8 Amendments: Except as expressly authorized in this Agreement, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Parties.
- 4.9 Third Party Beneficiaries: Neither City, County nor CRA intend that any person shall have cause of action against either of them as a third party beneficiary under this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- 4.10 Nondiscrimination: The decision of the Parties hereto regarding the delivery of services under this Agreement shall be made without regard to or



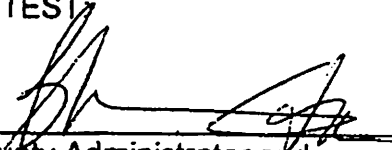
consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

- 4.11 Gender: Whenever any words are use in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply, and whenever any words are used in this Agreement in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply.
- 4.12 The Parties shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in performing any services pursuant to this Agreement.
- 4.13 The parties agree that an extraordinary majority vote (4/5) vote of the Dania City Commission and the CRA, as applicable, shall be required in order to institute any eminent domain proceeding or to acquire any property exceeding the appraised value within the Community Redevelopment area.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 20<sup>th</sup> day of April, 2004; and the CITY OF DANIA BEACH, signing by and through its Mayor, duly authorized to execute same and the DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY, signing by and through its Chair, duly authorized to execute same.

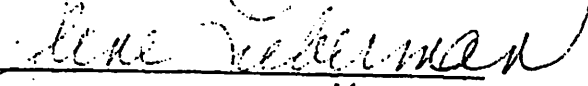
COUNTY

ATTEST

  
County Administrator and  
Ex-Officio Clerk of the  
Board of County Commissioners  
of Broward County, Florida

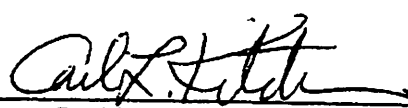


BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

By   
Mayor

20<sup>th</sup> day of April, 2004

Approved as to form by  
Office of County Attorney  
Broward County, Florida  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-6968

By   
Carl L. Kitchner  
Assistant County Attorney

19<sup>th</sup> day of April, 2004

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY, CITY OF DANIA BEACH  
AND DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

CITY OF DANIA BEACH

ATTEST:

DANIA BEACH, through its

Louise Stilson  
City Clerk

By [Signature]  
Mayor-Commissioner

15<sup>th</sup> day of April, 2004

Approved as to form:

By [Signature]  
City Attorney

15<sup>th</sup> day of April, 2004

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY, CITY OF DANIA BEACH  
AND DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

COMMUNITY REDEVELOPMENT AGENCY

WITNESSES:

DANIA BEACH COMMUNITY REDEVELOPMENT  
AGENCY

Louise Stilson

Miriam Hanes

By Charles McElyea  
Chairperson - Charles McElyea

15<sup>th</sup> day of April, 2004

Approved as to form:

By Thomas J. Ansbro  
Thomas J. Ansbro

Community Redevelopment Agency Attorney

15<sup>th</sup> day of April, 2004

## FIRST AMENDMENT TO DANIA BEACH INTERLOCAL AGREEMENT

This is a First Amendment to the Dania Beach Interlocal Agreement ("First Amendment"), made this 21<sup>st</sup> day of February, 2006, by and between the following:

Broward County, Florida  
a political subdivision of the State of Florida  
(the "County"),

and

City of Dania Beach, Florida, a municipal  
corporation under the laws of the State of  
Florida (the "City"),

and

The Dania Beach Community Redevelopment  
Agency, or its successor, a public body  
Corporate and politic (the "CRA").

WHEREAS, on April 20, 2004, County, the City and the CRA entered into an Interlocal Agreement ("Dania Beach Interlocal Agreement") pursuant to which it was agreed that the County method of investment in any redevelopment activities proposed by the City and/or the CRA, during the term of the Interlocal Agreement and any amendments thereto, and pursuant to the adopted Dania Beach Community Redevelopment Plan, would be implemented pursuant to the requirements and criteria of the funding program, established by the County, known as the Redevelopment Capital Program ("RCP"); and

WHEREAS, pursuant to the Interlocal Agreement, the basis of any amendment and extension to the term of the Interlocal Agreement would be the submission by the City and/or the CRA to the County, of a proposed community redevelopment project(s) within the term of the Interlocal Agreement and the successful negotiations by and between the City, the CRA and the County pertaining to same; and

WHEREAS, pursuant to the Interlocal Agreement, the basis of any amendment will include an implementation schedule and critical path timeline for the proposed community redevelopment project(s); and

WHEREAS, on February 14, 2006, the Dania Beach City Commission, for purposes of Redevelopment Capital Program funding consideration, with respect to projects located outside of the CRA boundaries, but close enough to the CRA, such that the development would further both the Dania Beach CRA Plan and the Redevelopment

Capital Program, approved the inclusion of properties located between the eastern boundary of the CRA and the Modello Project, which is included, (the "additional properties") as shown in the map attached hereto as Exhibit "A," and further, approved a Redevelopment Plan for the Additional Properties; and

WHEREAS, the County, the City, and the CRA acknowledge and agree that these additional properties, as defined herein above, are not included in the Dania Beach Community Redevelopment Area, established pursuant to Chapter 163, Part III, but rather that the combined Community Redevelopment Area, as defined in the Dania Beach Interlocal Agreement, and these additional properties shall be distinguished from the Community Redevelopment Area and shall be known as the Dania Beach RCP Redevelopment Area; and

WHEREAS, the City and/or the CRA have now identified infrastructure improvements, as described in Exhibit "B" attached hereto, necessary for redevelopment within the Dania Beach RCP Redevelopment Area; and

WHEREAS, the City and/or the CRA have now submitted an Application pursuant to the requirements of the Redevelopment Capital Program; and

WHEREAS, the County has reviewed the Application, based upon the established criteria of the Redevelopment Capital Program and has determined that eligible projects exist within the parameters of the Redevelopment Capital Program, as set forth in Section 1.6 of the Interlocal Agreement, and based upon the successful negotiations by and between the City, the CRA and the County pertaining to same; and

WITNESSETH, that for and in consideration of the mutual covenants and agreement contained herein, the County, the City and the CRA agree as follows:

1. That the properties located between the eastern boundary of the CRA and the Modello Project, which is included, are not part of the Dania Beach Community Redevelopment area established pursuant to Chapter 163, Part III, Florida Statutes, the Community Redevelopment Act of 1969, as amended, but rather the combined Community Redevelopment Area, as defined in the Dania Beach Interlocal Agreement, and these additional properties shall be distinguished from the Community Redevelopment Area and shall be known as the Dania Beach RCP Redevelopment Area.
2. That the delegation of powers by the County to the City pursuant to Chapter 163.330, et seq., Florida Statutes, the Community Redevelopment Act of 1969, as amended, and pursuant to the County Resolution No. 2004-423 does not apply to these additional properties.
3. That these additional properties while part of the Dania Beach RCP Redevelopment Area, are subject to the requirements of the Redevelopment Capital Program for non-CRA areas, including, but not limited to, reporting

requirements and maintaining a separate accounting for monies received from the County.

4. The truth and accuracy of each "WHEREAS" clause set forth above is acknowledged by the parties and the recitals contained are incorporated herein.

5. Section 1.4 of the Dania Beach Interlocal Agreement is hereby amended to read as follows:

- 1.4 The City, either directly or through the CRA, will establish and maintain a Redevelopment Trust Fund, as required by applicable law. The City, either directly or through the CRA, must maintain a separate accounting for monies received from the County pursuant to the terms herein.

6. Section 1.8 of the Dania Beach Interlocal Agreement is hereby amended to read as follows:

- 1.8 The County shall determine the total County investment amount for each project, taking into consideration the amount of funds available through the Redevelopment Capital Program consistent with Resolution No. 2004-76. As such, County funding shall not exceed the sum of Six Million Three Hundred Forty-five Thousand Eight Hundred Sixty-six Dollars (\$6,345,866), and can be used only for the stated purposes herein, as shown in Exhibit "B" attached hereto, which are necessary for redevelopment within the Dania Beach RCP Redevelopment Area.

7. A new Section 4 of the Dania Beach Interlocal Agreement is hereby created as follows:

- 4.0 COUNTY FUNDING OF THE PROPOSED INFRASTRUCTURE IMPROVEMENTS

- 4.1 The County will participate with the City and/or the CRA in funding the infrastructure improvements described in Exhibit "B" attached hereto, which are necessary to the successful commencement and completion of redevelopment within the Dania Beach RCP Redevelopment Area.

- 4.2 County investment will be exercised only after submission by the City and/or CRA to the County of an implementation schedule and critical path timeline for the proposed infrastructure improvements, shown in Exhibit "B," and other public and private community redevelopment project(s).

- 4.3 County will lend up to 100% of the cost of each infrastructure improvement, in accordance with the Redevelopment Capital



Program guidelines, and based on the costs shown in Exhibit "B," as further set forth in this Agreement.

- 4.4 County loan(s) shall not be made without sufficient documentation (e.g. permits and contracts) that evidences when the infrastructure improvement(s) will commence.
- 4.5 No payments of interest or principal shall be due within the first five (5) years of the loan(s).
- 4.6 If all infrastructure improvements do not commence simultaneously, then multiple County loans may be made and the five-year interest-free period will be based on the date each loan was made.
- 4.7 The County shall provide a grant up to the amount of the original infrastructure loan(s) if both of the following conditions are met: 1) all infrastructure improvements are completed within five (5) years from the effective date of this First Amendment, and 2) the City/CRA demonstrates that the County's share of the revenue generated by the net increase in the tax base within the Dania Beach RCP Redevelopment Area boundaries over 20 years (measured from the effective date of this First Amendment) due to specific private redevelopment project(s) is expected to equal or exceed the amount of the original infrastructure loan(s).
  - 4.7.1 If conditions 1) and 2) of Section 4.7 are met, the infrastructure loan(s) shall convert to a grant(s), through formal request by the City/CRA, as follows: 1) one-third of the amount of the loan(s) or one-third of the County's share of the revenue generated by the expected net increase in the tax base due to specific private redevelopment project(s), whichever is less, will convert to a grant(s) at the time of the approval of the requisite permitting for the private redevelopment project(s), and appropriate documentation of completion of the specific infrastructure improvement(s) shown in Exhibit "B"; 2) an additional one-third of the amount of the loan(s) or one-third of the County's share of the revenue generated by the expected net increase in the tax base due to specific private redevelopment project(s), whichever is less, will convert to grant(s) at the time when the City/CRA provides documentation to the County that 50% of the total project floors are erected; and, 3) the remaining one-third of the amount of the loan(s) or one-third of the County's share of the revenue generated by the expected net increase in the tax base due to specific private redevelopment project(s), whichever is less, will convert to a

grant(s) at the time of the completion of the private redevelopment project(s) evidenced by the issuance of all applicable Certificates of Occupancy.

- 4.8 If conditions 1) and 2) of Section 4.7 herein are not met, the infrastructure loan(s) must be repaid to the Redevelopment Capital Program by the City or CRA over a 15-year period commencing at the end of the initial 5-year interest-free period, as provided by Section 4.5 herein, with interest at the Municipal Market Data (MMD) "A" revenue bond rate as in effect at the time repayment begins. In no event shall the term of the loan(s) exceed twenty (20) years: five years interest free, and up to 15 years at the MMD "A" revenue bond rate.
- 4.9 The City/CRA and the County agree that certain portions of the infrastructure improvement projects shown in Exhibit "B" do not only increase capacity for redevelopment but also upgrade existing service. Specifically, the City/CRA and the County agree that the Sewer Project, shown in Exhibit "B," increases capacity by 33% and therefore only 33% of the cost of the Sewer Project (\$160,642) is eligible for a loan under the terms of this Agreement.
- 4.10 In no event shall the total amount of County loan(s) for infrastructure improvements described in Exhibit "B" exceed \$6,345,866 (\$5,130,318 for water, \$160,642 for sewer, and \$1,054,906 for stormwater). If the actual cost(s) of these infrastructure improvement(s) is less than \$6,345,866, then the total amount of the loan(s) for the infrastructure improvement(s) cannot exceed the actual cost(s).
- 4.11 In no event shall the total grant(s) for the infrastructure improvements shown in Exhibit "B" exceed the total amount of the loans described in Section 4.10.
- 4.12 The calculation of the net increase in the tax base over 20 years, which is Condition 2 of Section 4.7 herein, is as follows:
- 4.12.1 The net present value of the County's share of the revenue generated by the net increase in the tax base from a specific private redevelopment project shall be calculated based on the following parameters:

Estimated Project Value:      Project Cost (Land & Improvements)

Property Assessment Rate:    85% of Project Cost

|                             |                                                                                                                                                                                                                                                                                                                                                                                               |
|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Collection Rate:            | 95%                                                                                                                                                                                                                                                                                                                                                                                           |
| Property Appreciation Rate: | 4%                                                                                                                                                                                                                                                                                                                                                                                            |
| Payback Term:               | 20 Years                                                                                                                                                                                                                                                                                                                                                                                      |
| County Millage:             | Effective County Millage at the time of grant consideration.                                                                                                                                                                                                                                                                                                                                  |
| Discount Rate:              | The interest rate from the table of "A" General Obligation yields produced by "Municipal Market Data" and published in the Bond Buyer for the 20-year maturity in the proposed project financing or funding plan. The actual rate used shall be the interest rate published within five (5) days prior to the date of submittal of the request for grant funds by the City/CRA to the County. |

4.12.2 The net increase in the tax base is the difference between the assessed (85%) value of the specific redevelopment project including land and improvements, and the taxable value of the existing property including land and improvements. If a property was acquired by the County, the City or the CRA for the purpose of redevelopment, within the last 4 years, the taxable value will be the latest available taxable value increased annually by the growth in the tax base within the RCP Redevelopment Area.

8. Section 5 of the Dania Beach Interlocal Agreement is hereby created as follows:

5.0 CITY/COUNTY COORDINATION

A. Redevelopment Area Coordinator

- 5.1 The County Administrator, or designee, shall designate a redevelopment area coordinator (the "Redevelopment Area Coordinator") for Redevelopment Capital Program funding of projects in the Dania Beach RCP Redevelopment Area.
- 5.2 The Redevelopment Area Coordinator shall serve as the County's liaison to the City/CRA for the use of the Redevelopment Capital Program in the redevelopment of the Dania Beach RCP Redevelopment Area.

- 5.3 The Redevelopment Area Coordinator shall be the County's representative for the projects carried out pursuant to the Agreement and shall be the designated person to receive all data and reports required herein.

**B. Project Management, Administration And Coordination**

- 5.4 The City/CRA shall be responsible for implementing and conforming to the redevelopment projects including developing and implementing proposals for indebtedness and bond financing, acquisition, disposition and relocation activities, eminent domain activities, coordination and implementation of the design and construction necessary to support the redevelopment of the subject area.
- 5.5 The City/CRA shall consider any reasonable request for information or documentation from the County with respect to implementing any plan of action related to the redevelopment project(s). The critical path timeline and implementation schedule shall be updated when a request for County funding is submitted, as well as annually beginning one year from the date of execution of this First Amendment, and copies shall be delivered to the Redevelopment Area Coordinator.
- 5.6 The Redevelopment Area Coordinator shall receive from the City/CRA advance notice of all public meetings related to redevelopment projects pursuant to this Agreement and, on a regular basis, provide information regarding the progress of the design and construction of such projects.
- 5.7 The City/CRA shall consult regularly with the Redevelopment Area Coordinator in order to keep the County reasonably informed throughout the planning, design and construction of such redevelopment projects.

**C. City/CRA Reporting Requirements**

The following Section through Section D Records on page 8 of this First Amendment amends and supersedes Sections 1.9 and 1.10 of the Dania Beach Interlocal Agreement:

- 5.8 During the term of this Agreement or any amended term thereof, the City/CRA shall provide to the County, by March 31<sup>st</sup> of each year, an annual independent audit by a Certified Public Accounting firm and report of activities, in furtherance of Sections 163.356(3)

and 163.387(8), Florida Statutes. The audit and report shall include a complete financial report of the City's and CRA's redevelopment project(s) relevant to the within Agreement for the preceding fiscal year; a complete financial statement setting forth the City's and CRA's assets, liabilities, income and operating expenses as of the end of such fiscal year for the redevelopment project(s) relevant to the within Agreement; and evidence of the maintenance of a separate account/fund for monies received from the County, including the sources and uses of funds for the redevelopment project(s) relevant to the within Agreement. The County shall review the audit and if it deems necessary, for purposes of being fiscally responsible to all County residents, shall have the ability to cause another independent audit to be performed on an annual basis, at the County's expense, unless a material difference is found, in which case the audit will be at the expense of the City/CRA.

5.9 During the term of this Agreement, the City/CRA shall provide to the County by March 31<sup>st</sup> of each year an annual progress report, in furtherance of Section 18.87 of the Administrative Code of Broward County.

5.9.1 The City/CRA shall include a comparison of redevelopment plan goals, objectives and policies to the progress made in carrying out the redevelopment projects, with a description of annual program accomplishments and an analysis of the increase to the tax base. The annual progress report provided by the City/CRA to the County shall include a section that speaks to the critical path timeline and the City's and CRA's projected acquisition, construction and financial projections for the remaining years of the Agreement.

5.9.2 The detailed report of the progress made in carrying out the redevelopment projects is to include time frames and benchmarks, including, but not limited to, accounting of County funding monies, increases to the tax base, any leverage of private or non-ad valorem funds, costs and revenues, growth in new business, reduction of incompatible land uses or code violations, improvements to infrastructure and ongoing benefits to the larger community.

5.9.3 The annual progress report also must include both expenditures for the current fiscal year and cumulative financial information for each individual project or activity undertaken pursuant to the adopted redevelopment plan in a format approved by the County as shown in Exhibit "C."

Specifically, the report must include the status of private redevelopment projects and public improvements, status of non-County funds and detailed accounting for all funds received from the County. With respect to the additional properties, the City, at all times, shall maintain a separate accounting for monies received from the County, including but not limited to the sources and uses of the funds.

5.9.4 The County shall review the annual progress report and determine if the redevelopment projects have progressed in a satisfactory manner. At the request of the County, the City/CRA shall submit additional progress reports, if necessary. If the County determines after receipt and review of the annual progress report(s), that the City/CRA has not progressed satisfactorily with the redevelopment project(s), the County shall deliver to the City/CRA a written notice specifying the lack of satisfaction in detail. If the City/CRA fails to commence or take corrective action to the reasonable satisfaction of the County, the County reserves the right to withhold future funding, which funding is provided for under the terms of the within Agreement. The parties hereto shall exercise reasonable due diligence throughout the term hereof.

D. Records

City/CRA and County shall each maintain their own respective records and documents associated with this Interlocal Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.

9. Section 6 of the Dania Beach Interlocal Agreement is hereby created and supersedes Section 3.2 of the Agreement, to read as follows:

6.0 TERMINATION

6.1 The County shall be entitled to terminate this Agreement upon the occurrence of a default by the City/CRA under the terms of this Agreement. As used herein, "default" means:

6.1.1 The failure of the City/CRA to perform substantially its obligations as detailed under the terms of this Agreement; or

6.1.2 The engagement in any illegal activity or criminal conduct, in a materially adverse manner, by any agent or employee of the City/CRA in the conduct of its affairs under the

Agreement, about which activity or conduct the City/CRA knew or should have known.

- 6.2 To terminate this Agreement, based upon the occurrence of a default under the Agreement, the County shall deliver to the City/CRA a written notice specifying the default in detail. If the City/CRA fails to commence or take corrective action to the reasonable satisfaction of the County, then the Agreement shall terminate effective on the sixtieth (60th) day following the City's/CRA's receipt of the notice of default.
  - 6.3 In the event of termination based upon the occurrence of a default under the Agreement, and the City/CRA fails to commence or take corrective action as stated above, the City/CRA, at the discretion of the Board of County Commissioners, shall: 1) repay the outstanding loan(s) related to the default upon termination; or 2) repay all outstanding loans in accordance with Sections 4.7 and 4.8, however, the provision for a grant may be rescinded, except for grants already provided under the terms of this Agreement.
10. Section 4.0 MISCELLANEOUS of the Dania Beach Interlocal Agreement is hereby amended to read as follows:

7.0 MISCELLANEOUS

- 7.1 Effective Date: The effective date of this First Amendment shall be on the date it is fully executed by all parties.
- 7.2 Joint Preparation: The preparation of this First Amendment has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
- 7.3 Merger: This Agreement incorporates and includes all prior negotiations, correspondence, agreements or understandings applicable to the matter contained herein; and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all Parties to this Agreement.



- 7.4 Assignment: The respective obligations of the Parties set forth in this Agreement shall not be assigned, in whole or in part, without the written consent of the other party.
- 7.5 Recordation/Filing: The County Administrator as the Ex-Officio Clerk of the Broward County Board of County Commissioners is hereby authorized and directed after approval of the Agreement, and amendments thereto, by the governing body of the City/CRA and the County and the execution thereof by the duly qualified and authorized officers of each of the Parties hereto to file this Agreement, and amendments thereto, with the Clerk of Broward County, Florida, as required by Section 163.01(11), Florida Statutes.
- 7.6 Contract Administrators: The Contract Administrators for this Interlocal Agreement and amendments hereto are the Dania Beach City Manager, or designee, and the County Administrator, or designee. In the implementation of the terms and conditions of this Interlocal Agreement, as contrasted with matters of policy specifically established by the respective commissioners through resolutions and/or ordinances, all parties may rely upon instructions or determinations made by the respective Contract Administrators.
- 7.7 Notices: Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier evidenced by a delivery receipt, facsimile evidenced by a delivery receipt, or by an overnight express delivery service evidenced by a delivery receipt, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this section. For the present, the Parties designate the following as the respective places for giving of notice. Notice shall be effective upon delivery as evidenced by a delivery receipt.

FOR COUNTY: County Administrator  
Broward County Governmental Center  
115 S. Andrews Avenue  
Fort Lauderdale, FL 33301

With a copy to: Department of Urban Planning  
and Redevelopment  
Room 329K, Governmental Center  
115 South Andrews Avenue  
Fort Lauderdale, FL 33301

FOR CITY: Ivan Pato  
City Manager  
City of Dania Beach  
100 West Dania Beach Boulevard  
Dania Beach, FL 33004

With a copy to: City Clerk  
City of Dania Beach  
100 West Dania Beach Boulevard  
Dania Beach, FL 33004

FOR CRA: City Clerk  
City of Dania Beach  
100 West Dania Beach Boulevard  
Dania Beach, FL 33004

- 7.8 Governing Law and Venue: This Agreement shall be governed, construed and controlled according to the laws of the State of Florida without regard to its conflict of laws provision. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.
- 7.9 Severability: In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the City and/or the CRA or the County elect to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) calendar days after the court's determination becomes final. For the purposes of this section, "final" shall mean the expiration of time within which to file an appeal or the conclusion of any appellate proceeding and the granting of an order. In such event, the Parties agree to cooperate fully with the other to effectuate a smooth transition of services.
- 7.10 Amendments: Except as expressly authorized in this Agreement, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Parties.
- 7.11 Third Party Beneficiaries: Neither City, County nor CRA intend that any person shall have cause of action against either of them as a third party beneficiary under this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against

either of them based upon this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

- 7.12 Force Majeure: Unless otherwise governed by this Agreement or by federal or state law or regulations, neither party shall be obligated to perform under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, act of God, riot or civil commotion, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense. In no event shall lack of funds on the part of either party be deemed Force Majeure. Either party desiring to rely upon such a cause shall, when the cause arises, give prompt written notice thereof to the other party and, when the cause ceases to exist, shall give prompt written notice thereof to the other party. Both parties agree to use their best efforts to minimize the effects of such cause that would give rise to the operation of this provision.
- 7.13 Nondiscrimination: The decision of the Parties hereto regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.
- 7.14 Gender: Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply, and whenever any words are used in this Agreement in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply.
- 7.15 The Parties shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in performing any services pursuant to this Agreement.
- 7.16 The Parties agree that an extraordinary majority vote (4/5) vote of the Dania City Commission and the CRA, as applicable, shall be required in order to institute any eminent domain proceeding or to acquire any property exceeding the appraised value within the Community Redevelopment area.

- 7.17 That in the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment to the original Agreement and the original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.
- 7.18 That the original Agreement executed by the parties, shall remain in full force and effect except as specifically amended herein.
- 7.19 This First amendment may be executed in up to four (4) counterparts, each of which shall be deemed to be an original.

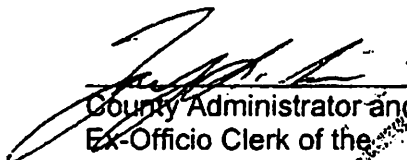
(Remainder of page intentionally left blank.)

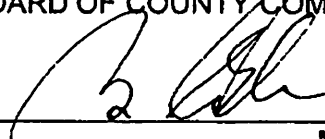
IN WITNESS WHEREOF, the Parties hereto have made and executed this FIRST AMENDMENT to the Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 21<sup>st</sup> day of February, 2006; and the CITY OF DANIA BEACH, signing by and through its Mayor, duly authorized to execute same and the DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY, signing by and through its Chair, duly authorized to execute same.

COUNTY

ATTEST:

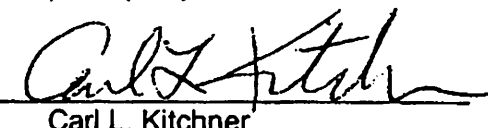
BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

  
County Administrator and  
Ex-Officio Clerk of the  
Board of County Commissioners  
of Broward County, Florida

By  Mayor

23<sup>rd</sup> day of February, 2006

Approved as to form by  
Office of County Attorney  
Broward County, Florida  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-6968

By   
Carl L. Kitchner  
Assistant County Attorney

13<sup>th</sup> day of February, 2006

FIRST AMENDMENT TO INTERLOCAL AGREEMENT AMONG BROWARD COUNTY,  
CITY OF DANIA BEACH AND DANIA BEACH COMMUNITY REDEVELOPMENT  
AGENCY

CITY OF DANIA BEACH

ATTEST:

  
LOUISE STILSON City Clerk

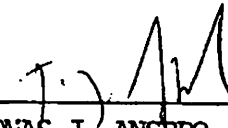
  
IVAN PATO, CITY MANAGER

DANIA BEACH, through its

By   
ANNE CASTRO Mayor-Commissioner

14 day of FEBRUARY, 2006

Approved as to form:

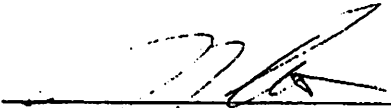
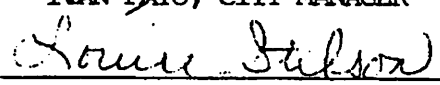
By   
THOMAS J. ANSERO  
City Attorney

14 day of FEBRUARY, 2006

FIRST AMENDMENT TO INTERLOCAL AGREEMENT AMONG BROWARD COUNTY,  
CITY OF DANIA BEACH AND DANIA BEACH COMMUNITY REDEVELOPMENT  
AGENCY

COMMUNITY REDEVELOPMENT AGENCY

WITNESSES:

  
\_\_\_\_\_  
IVAN PATO, CITY MANAGER  
  
\_\_\_\_\_  
LOUISE STILSON, CITY CLERK

DANIA BEACH COMMUNITY  
REDEVELOPMENT AGENCY

By   
\_\_\_\_\_  
ANNE CASTRO, CHAIRMAN

14 day of FEBRUARY, 2006

APPROVED AS TO FORM  
T.J. M

CLK/lt  
2/10/06  
#06-037.01  
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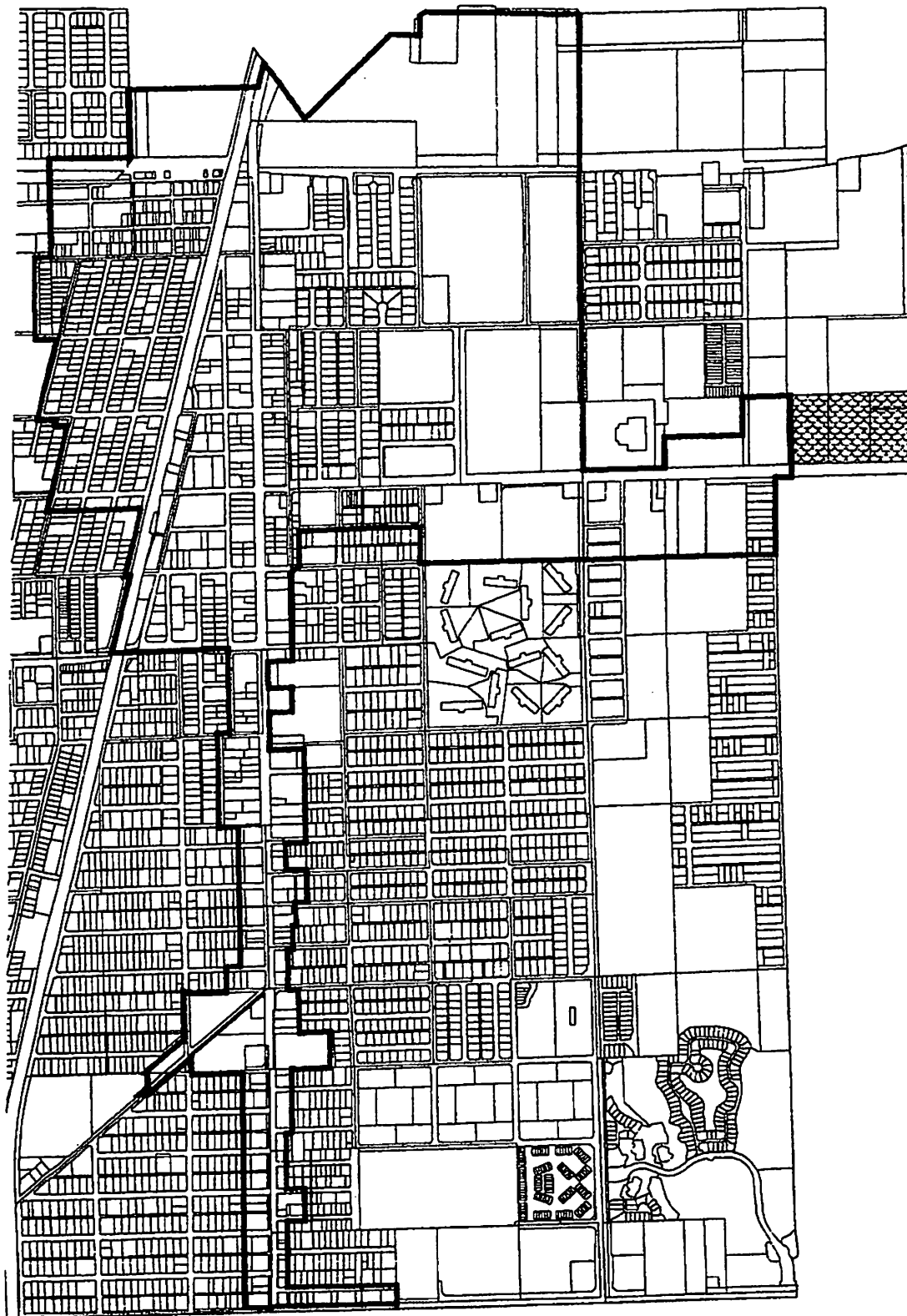


Exhibit 'A'

 "Additional Properties"

 Cra Boundary Area



1000 0 1000 2000 3000 4000 5000 Feet

**EXHIBIT B**

\* Revised Preliminary Engineering Opinion of CRA and \*Additional Infrastructure Improvements, provided by Larry Leeds, February 10, 2006



**COUNTY AUDITOR**

115 S. Andrews Avenue, Room 520, Ft. Lauderdale, FL 33301 • 954-357-7590 • FAX 954-357-7592

Date: March 4, 2004

To: Roger Desjarlais, County Administrator  
Cynthia S. Chambers, Office of Urban Planning and Redevelopment

From : Evan A. Lukic, County Auditor

Subject: Proposed Activity Report Format for the Community Redevelopment Agencies

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Pursuant to Section 163.356(3)(c), Florida Statutes, a community redevelopment agency (Agency) must file with the governing body a report of its activities for the preceding fiscal year. In addition to this statutorily prescribed duty to the governing body, an Agency also has a fiduciary duty to the taxing authorities who have provided the tax increment used by the Agency to finance any community redevelopment it undertakes pursuant to the approved community redevelopment plan. An essential part of fulfilling this fiduciary duty to the taxing authorities is the periodic preparation of a report demonstrating accountability for the resources placed in their care. As we discussed on February 19, 2004, most of the Agencies are not preparing this report or are preparing an activity report that does not demonstrate accountability.

To effectively demonstrate accountability for the resources, the activity report must include cumulative financial information for each individual project or activity undertaken pursuant to the community redevelopment plan. As shown, on page two, we propose an activity report format composed of three sections. The first section would present the program expenditures for the current fiscal year and the cumulative expenditures for each community redevelopment project and activity as follows: 1) a description of the project; 2) the projected cost of the project as originally presented in the plan; 3) the cumulative expenditures for the project up to the beginning of the fiscal year being reported; 4) the expenditures for the fiscal year; and 5) the total cumulative expenditures as of the end of the fiscal year being reported. The second section would be the Statement of Revenue, Expenditures and Changes in Fund Balance for the trust fund and would include 1) revenue received by source; 2) the program expenditures; 3) administrative costs, including salaries, contractual services, and capital outlay; 4) debt service, including principal and interest; 5) other expenditures; and 6) the fund balance. Section three would be the Balance Sheet for the trust fund. There must be sufficient full disclosure in all sections and the information presented must be reconcilable to the community redevelopment plan and the independent financial audit of the Agency's trust fund required by Section 163.387(8) of the Florida Statutes.

Subject: Proposed Activity Report Format for the Community Redevelopment Agencies  
March 4, 2004

Page -2-

Proposed format for the report of activities.

XYZ Community Redevelopment Agency  
Report of Activities  
For Fiscal Year Ended September 30, 2003

Section I: Program Expenditures

| <u>Description of the project</u> | <u>Projected Cost as Presented in Plan</u> | <u>Cumulative Expenditures Through 9-30-02</u> | <u>Expenditures for Fiscal Year 2003</u> | <u>Cumulative Expenditures Through 9-30-03</u> |
|-----------------------------------|--------------------------------------------|------------------------------------------------|------------------------------------------|------------------------------------------------|
| Streetscape Improvements          | \$6,500,000                                | \$3,500,000                                    | \$50,000                                 | \$3,550,000                                    |
| Parking Project                   | 4,500,000                                  | 50,000                                         | 4,000,000                                | 4,050,000                                      |
| Water Utility Improvements        | 2,000,000                                  | 2,000,000                                      | 0                                        | 2,000,000                                      |
| Drainage Improvement              | 2,000,000                                  | 2,000,000                                      | 0                                        | 2,000,000                                      |
| Streetlight Installation          | 500,000                                    | 200,000                                        | 50,000                                   | 250,000                                        |
| Total Program Expenditures        |                                            |                                                | <u>\$4,100,000</u>                       |                                                |

Section II: Statement of Revenue, Expenditures and Changes in Fund Balance

|                                             |                  |
|---------------------------------------------|------------------|
| Revenues:                                   |                  |
| City Tax Increment                          | \$#,###,###      |
| County Tax Increment                        | #,###,###        |
| Interest                                    | ###,###          |
| Total Revenues                              | <u>#,###,###</u> |
| Program Expenditures (total from Section I) | 4,100,000        |
| Administrative Costs:                       |                  |
| Salaries                                    | ###,###          |
| Contractual Services                        | ##,###           |
| Capital Outlay                              | #,###            |
| Total Administrative Costs                  | <u>###,###</u>   |
| Debt Service:                               |                  |
| Principal                                   | ###,###          |
| Interest                                    | ###,###          |
| Total Debt Service                          | <u>#,###,###</u> |
| Other Expenditures                          | <u>#</u>         |
| Total expenditures                          | <u>#,###,###</u> |
| Excess of Revenues Over Expenditures        | <u>#,###</u>     |
| Fund Balance, October 1                     | ###,###          |
| Fund Balance, September 30                  | <u>\$###,###</u> |

Section III: Balance Sheet

|                                            |                    |
|--------------------------------------------|--------------------|
| Assets (with detail)                       | <u>\$#,###,###</u> |
| Liabilities and Fund Balance (with detail) | <u>\$#,###,###</u> |

Performance Section

- comparison of results to the plan objectives
- critical path timeline
- time frames and benchmarks
- increases to the tax base
- any leverage of private or non-ad valorem funds
- growth in new business
- reduction of incompatible land uses or code violations
- improvement to infrastructure and ongoing benefits to the larger community
- the status of private redevelopment projects and public improvements using non-county funds

Financial Section

- current fiscal year information, including 1) accounting of County funding and 2) detail of all expenditures (County and non-County) and related revenues for each project
- cumulative financial information as follows:

| Project Description        | Projected Cost as Presented in Plan | Cumulative Expenditures Thru End of Prior Fiscal Year | Expenditures for Current Fiscal Year | Cumulative Expenditures Thru End of Current Fiscal Year |
|----------------------------|-------------------------------------|-------------------------------------------------------|--------------------------------------|---------------------------------------------------------|
| Project 1                  | \$###,###                           | \$###,###                                             | \$###,###                            | \$###,###                                               |
| Project 2                  | ###,###                             | ###,###                                               | ###,###                              | ###,###                                                 |
| Project 3                  | ###,###                             | ###,###                                               | ###,###                              | ###,###                                                 |
| Total Program Expenditures |                                     |                                                       | \$###,###                            |                                                         |

## SECOND AMENDMENT TO DANIA BEACH INTERLOCAL AGREEMENT

This is the Second Amendment to the Dania Beach Interlocal Agreement ("Second Amendment"), made this \_\_\_\_\_ day of March, 2009, by and between the following:

Broward County, Florida  
a political subdivision of the State of Florida  
(the "County"),

and

City of Dania Beach, Florida, a municipal  
corporation under the laws of the State of  
Florida (the "City"),

and

The Dania Beach Community Redevelopment  
Agency, or its successor, a public body  
corporate and politic (the "CRA").

WHEREAS, on April 20, 2004, County, the City and the CRA entered into an Interlocal Agreement ("Dania Beach Interlocal Agreement" or "Interlocal Agreement") pursuant to which it was agreed that the County method of investment in any redevelopment activities proposed by the City and/or the CRA, during the term of the Interlocal Agreement and any amendments thereto, and pursuant to the adopted Dania Beach Community Redevelopment Plan, would be implemented pursuant to the requirements and criteria of the funding program, established by the County, known as the Redevelopment Capital Program ("RCP"); and

WHEREAS, pursuant to the Interlocal Agreement, the basis of any amendment and extension to the term of the Interlocal Agreement would be the submission by the City and/or the CRA to the County, of a proposed community redevelopment project(s) within the term of the Interlocal Agreement and the successful negotiations by and between the City, the CRA and the County pertaining to same; and

WHEREAS, pursuant to the Interlocal Agreement, the basis of any amendment will include an implementation schedule and critical path timeline for the proposed community redevelopment project(s); and

WHEREAS, on February 14, 2006, the Dania Beach City Commission, for purposes of Redevelopment Capital Program funding consideration, with respect to projects located outside of the CRA boundaries, but close enough to the CRA, such that the development would further both the Dania Beach CRA Plan and the Redevelopment

Capital Program, approved the inclusion of properties located between the eastern boundary of the CRA and the Modello Project, which is included, (the "Additional Properties") as shown in the map attached as Exhibit "A" to the First Amendment (as hereinafter defined), and further, approved a Redevelopment Plan for the Additional Properties; and

WHEREAS, in the First Amendment, the County, the City, and the CRA acknowledged and agreed that the Additional Properties were not included in the Dania Beach Community Redevelopment Area, established pursuant to Chapter 163, Part III, Florida Statutes (the "Act"), but rather that the combined Community Redevelopment Area, as defined in the Dania Beach Interlocal Agreement, and the Additional Properties should be distinguished from the Community Redevelopment Area and should be known as the "Dania Beach RCP Redevelopment Area"; and

WHEREAS, the City and/or the CRA submitted an Application pursuant to the requirements of the Redevelopment Capital Program; and

WHEREAS, the County reviewed the Application based upon the established criteria of the Redevelopment Capital Program and determined that eligible projects existed within the parameters of the Redevelopment Capital Program, as set forth in Section 1.6 of the Interlocal Agreement, and based upon the successful negotiations by and between the City, the CRA and the County pertaining to same, the County, the City, and the CRA thereafter entered into the First Amendment to the Dania Beach Interlocal Agreement ("First Amendment"), dated February 21, 2006, pursuant to which the County agreed to fund, subject to the terms and conditions thereof, certain infrastructure improvements as described in Exhibit "B" to the First Amendment within the Dania Beach RCP Redevelopment Area up to the total amount of Six Million Three Hundred Forty-Five Thousand Eight Hundred Sixty-Six Dollars (\$6,345,866.00) from the Redevelopment Capital Program; and

WHEREAS, the City and/or the CRA thereafter proceeded to complete the infrastructure improvements identified in Exhibit "B" to the First Amendment, utilizing its own funds and State Revolving Fund ("SRF") loans, due to the volatility of the interest rate market and other economic factors affecting the City and CRA, and did not utilize any of the \$6,345,866.00 from the Redevelopment Capital Program committed under the First Amendment; and

WHEREAS, the City and the CRA have now identified additional projects or improvements to replace those identified in Exhibit "B" to the First Amendment, and wish to utilize the funds committed under the First Amendment for such purposes; and

WHEREAS, the City and the CRA have submitted an Application for funding through the Redevelopment Capital Program for the reimbursement of the costs of acquisition of the property commonly referred to as Parcel 109 in the amount of \$2,761,314.99 (the "Parcel 109 Reimbursement"), and an additional Application for funds to design, develop and construct a parking structure or garage adjacent to City



Hall and the Library to be built pursuant to that certain Agreement between the County and the City for Lease of Real Property for Public Library and Design and Construction of a Library Facility (the "Library Agreement"), the funds for which parking garage are hereinafter referred to as the "Parking Garage Funds," the collective total of which with the Parcel 109 Reimbursement, together with such future project(s) that will be the subject of future application(s) by the CRA to the County and future amendments resulting therefrom, provided such future amendments must be executed on or before February 21, 2011, shall not exceed the sum of \$6,345,866.00 contemplated by the First Amendment; and

WHEREAS, the City and the CRA have requested that the Parking Garage Funds be paid subject to the conditions set forth herein to the CRA for deposit into the Dania Beach CRA Community Redevelopment Trust Fund ("Redevelopment Trust Fund") created and established pursuant to the Act, the Interlocal Agreement and City Ordinance No. 2006-017 to be expended solely for the purposes set forth herein; and

WHEREAS, the Parking Garage and Parcel 109 are wholly contained within the boundaries of the CRA; the Additional Properties, as shown in Exhibit "A" to the First Amendment, and collectively known with the Dania Beach Community Redevelopment Area as the Dania Beach RCP Redevelopment Area, shall be distinguished from the Dania Beach Community Redevelopment Area, and are no longer part of the redevelopment area, and are not subject to the RCP request for funding herein; and

WHEREAS, after further discussion and negotiation, the County, the City and the CRA expect to soon consider a contemplated Third Amendment to Dania Beach Interlocal Agreement ("Third Amendment") addressing the Parcel 109 Reimbursement, and the terms and conditions thereof;

WITNESSETH, that for and in consideration of the mutual covenants and agreements contained herein, the County, the City and the CRA agree as follows:

1. The truth and accuracy of each "WHEREAS" clause set forth above is acknowledged by the parties and the recitals contained are incorporated herein.
2. Section 1.4 of the Dania Beach Interlocal Agreement is hereby amended to read as follows:
  - 1.4 The City, either directly or through the CRA, has established and will maintain the Redevelopment Trust Fund as required by applicable law. The City, either directly or through the CRA, must maintain a separate accounting for monies received from the County pursuant to the terms of the Dania Beach Interlocal Agreement, as amended.
3. Section 1.8 of the Dania Beach Interlocal Agreement is hereby amended to read as follows:

- 1.8 The total County funding amount from the Redevelopment Capital Program payable to the CRA, for the Parcel 109 Reimbursement and Parking Garage Funds, together with such future project(s) that will be the subject of future application(s) by the CRA to the County and future amendments resulting therefrom, provided such future amendments must be executed on or before February 21, 2011, shall not exceed the sum of Six Million Three Hundred Forty-Five Thousand Eight Hundred Sixty-Six Dollars (\$6,345,866.00). All amounts paid by the County shall be deposited into the Redevelopment Trust Fund established by the City or the CRA and expended solely as authorized by the Act and the Interlocal Agreement, as amended.
4. Section 4 of the Dania Beach Interlocal Agreement, as created by paragraph 7 of the First Amendment, is hereby amended and replaced to read as follows:

4.0 COUNTY FUNDING OF INFRASTRUCTURE IMPROVEMENTS

- 4.1 The infrastructure improvements identified in Exhibit "B" to the First Amendment are hereby deleted and replaced with the Parcel 109 Reimbursement and the Parking Garage Funds fundings, together with such future project(s) that will be the subject of future application(s) by the CRA to the County and future amendments resulting therefrom, provided such future amendments must be executed on or before February 21, 2011, which are necessary to the successful commencement and completion of redevelopment within the Dania Beach CRA boundaries. The Parcel 109 Reimbursement, and the terms and conditions thereof, shall be further addressed and established in the Third Amendment.

The County shall fund and pay to the CRA, from funds available through the Redevelopment Capital Program, the actual cost not to exceed \$3,100,000.00 as the Parking Garage Funds, for approximately 138 spaces, but not less than 125 spaces nor more than 175 spaces, which spaces are in addition to the 250 spaces required by the Library Agreement. The County funding of Parking Garage Funds shall not include any spaces required to be provided by the City or CRA pursuant to the Library Agreement and thus only include funding for those spaces above 250 in the Parking Garage. The differential between the total of the Parcel 109 Reimbursement and the Parking Garage Funds and \$6,345,866.00 shall be available to the CRA for future projects that will be the subject of future application(s) by the CRA to the County and future amendments resulting therefrom, provided such future amendments must be executed on or before February 21, 2011.

- 4.2 The County funding will be exercised as to the Parking Garage Funds only after submission by the City and/or CRA to the County of an application therefore, including an implementation schedule and critical path timeline.
- 4.3 The County will lend the actual cost, not to exceed \$3,100,000.00, for no less than 125 spaces nor more than 175 spaces, of all spaces in the Parking Garage in excess of 250 spaces, at a projected cost of \$22,463.77 per space, as more fully provided in the Application submitted therefore.
- 4.4 The County loan(s) of the Parking Garage Funds shall be made when sufficient documentation (e.g. permits and contracts) that evidences when the Parking Garage construction will commence is submitted and reviewed in final by the County for sufficiency and completeness, and a mutually acceptable loan agreement executed.
- 4.5 No payments of interest or principal on the Parking Garage Funds loan shall be due within the first five (5) years of the loan(s).
- 4.6 Intentionally Omitted.
- 4.7 The County shall provide a grant on the Parking Garage Funds loan up to the amount of the original Parking Garage Funds loan(s) if both of the following conditions are met: 1) all Parking Garage improvements are completed within five (5) years from the effective date of this Second Amendment or such lesser timeframe, if any, provided in the Library Agreement, and 2) the City/CRA demonstrates that the County's share of the revenue generated by the net increase in the tax base due to specific private redevelopment projects within the Dania Beach RCP Redevelopment Area boundaries over 20 years (measured from the effective date of the First Amendment dated February 21, 2006) is expected to equal or exceed the amount of the original Parking Garage Funds loan(s).
  - 4.7.1 If conditions 1) and 2) of Section 4.7 are met, the Parking Garage Funds loan(s) shall convert to a grant(s), through formal request by the City/CRA, as follows: 1) one-third of the amount of the loan(s) or one-third of the County's share of the revenue generated by the expected net increase in the tax base due to specific private redevelopment project(s), whichever is less, will convert to a grant(s) at the time of the approval of the requisite permitting for the private redevelopment project(s), and appropriate documentation of

completion of the Parking Garage; 2) an additional one-third of the amount of the loan(s) or one-third of the County's share of the revenue generated by the expected net increase in the tax base due to specific private redevelopment project(s), whichever is less, will convert to grant(s) at the time when the City/CRA provides documentation to the County that 50% of the total project floors are erected; and, 3) the remaining one-third of the amount of the loan(s) or one-third of the County's share of the revenue generated by the expected net increase in the tax base due to specific private redevelopment project(s), whichever is less, will convert to a grant(s) at the time of the completion of the private redevelopment project(s) evidenced by the issuance of all applicable Certificates of Occupancy.

- 4.8 If conditions 1) and 2) of Section 4.7 herein are not met, the Parking Garage Funds loan(s) must be repaid to the Redevelopment Capital Program by the City or CRA over a 15-year period commencing at the end of the initial five-year interest-free period, as provided by Section 4.5 herein, with interest at the Municipal Market Data (MMD) "A" revenue bond rate as in effect at the time repayment begins. In no event shall the term of the loan(s) exceed twenty (20) years: five years interest free, and up to 15 years at the MMD "A" revenue bond rate.
- 4.9 In no event shall the total amount of County grant(s) and loan(s) for the Parcel 109 Reimbursement, the Parking Garage Funds and any future project(s) that will be the subject of future application(s) by the CRA to the County and future amendments resulting therefrom, provided such future amendments must be executed on or before February 21, 2011, exceed \$6,345,866.
- 4.10 In no event shall the total grant(s) for the Parking Garage Funds exceed the total amount of the loans described in this Section 4.
- 4.11 The calculation of the net increase in the tax base over 20 years, which is Condition 2 of Section 4.7 herein, is as follows:
- 4.11.1 The net present value of the County's share of the revenue generated by the net increase in the tax base from all private redevelopment projects within the Dania Beach RCP Redevelopment Area boundaries shall be calculated based on the following parameters:

Estimated Project Value:      Project costs (Land & Improvements)

|                             |                                                                                                                                                                                                                                                                                                                                                                                               |
|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Property Assessment Rate:   | 85% of Project Cost                                                                                                                                                                                                                                                                                                                                                                           |
| Collection Rate:            | 95%                                                                                                                                                                                                                                                                                                                                                                                           |
| Property Appreciation Rate: | 4%                                                                                                                                                                                                                                                                                                                                                                                            |
| Payback Term:               | 20 Years from the effective date of the First Amendment, February 21, 2006, but may be less than 20 years depending on the year the private redevelopment project(s) become part of the tax base.                                                                                                                                                                                             |
| County Millage:             | Effective County Millage at the time of grant consideration                                                                                                                                                                                                                                                                                                                                   |
| Discount Rate:              | The interest rate from the table of "A" General Obligation yields produced by "Municipal Market Data" and published in the Bond Buyer for the 20-year maturity in the proposed project financing or funding plan. The actual rate used shall be the interest rate published within five (5) days prior to the date of submittal of the request for grant funds by the City/CRA to the County. |

4.11.2 The net increase in the tax base is the difference between the assessed (85%) value of the various redevelopment projects including land and improvements, and the taxable value of the existing property including land and improvements. If a property was acquired by the County, the City or the CRA for the purpose of redevelopment, within the last 4 years, the taxable value will be the latest available taxable value increased annually by the growth in the tax base within the Dania Beach RCP Redevelopment Area.

4.12 The City and/or CRA agree that all expenditures of the funds loaned hereby shall be made in accordance with the terms of the Act and the Interlocal Agreement, as amended. As the County method of funding the CRA under the Interlocal Agreement, as amended, does not include tax increment revenues, the provisions of Section 163.387(7) do not apply to the City and/or CRA, or the Redevelopment Trust Fund established and maintained thereby.

The funds loaned herein shall, however, be expended for the purposes of community redevelopment, in accordance with those purposes provided in Section 163.387(6), Florida Statutes.

5. Section 5 of the Dania Beach Interlocal Agreement, as created by paragraph 8 of the First Amendment, is hereby amended and replaced to read as follows:

5.0 CITY/COUNTY COORDINATION

A. Redevelopment Area Coordinator

- 5.1 The County Administrator, or designee, shall designate a redevelopment area coordinator (the "Redevelopment Area Coordinator") to serve as the County's liaison to the City/CRA for oversight of the use of the Redevelopment Capital Program funds loaned hereby to the City/CRA for redevelopment of the Dania Beach CRA in accordance with the Act. The Redevelopment Area Coordinator shall be the County's representative and designated person to receive all data and reports required herein and/or pursuant to the Act.

B. Project Management, Administration And Coordination

- 5.2 The City/CRA shall be responsible for implementing and conforming to the redevelopment projects in accordance with the Act, including developing and implementing proposals for indebtedness and bond financing, acquisition, disposition and relocation activities, eminent domain activities, coordination and implementation of the design and construction necessary to support the redevelopment of the Dania Beach RCP Redevelopment Area.
- 5.3 The City/CRA shall consider any reasonable request for information or documentation from the County with respect to implementing any plan of action related to the redevelopment project(s). The critical path timeline and implementation schedule for all redevelopment projects shall be updated when a request for County funding is submitted, as well as annually beginning one (1) year from the date of execution of this Second Amendment, and copies thereof shall be delivered to the Redevelopment Area Coordinator.
- 5.4 The Redevelopment Area Coordinator shall receive from the City/CRA advance notice of all public meetings related to redevelopment projects within the Dania Beach RCP Redevelopment Area and, on a regular basis, be provided information regarding the progress of the design and construction of such projects.

- 5.5 The City/CRA shall consult regularly with the Redevelopment Area Coordinator in order to keep the County reasonably informed throughout the planning, design and construction of such redevelopment projects.

C. City/CRA Reporting Requirements

The following Section through Section D Records on page 7 of this Second Amendment amends and supersedes Sections 1.9 and 1.10 of the Dania Beach Interlocal Agreement, as previously amended by the First Amendment:

- 5.6 During the term of the Interlocal Agreement or any amended term thereof, the City/CRA shall provide to the County, by March 31<sup>st</sup> of each year, an annual independent audit by a Certified Public Accounting firm and report of activities, in furtherance of Sections 163.356(3) and 163.387(8), Florida Statutes. The audit and report shall include a complete financial report of the City's and CRA's redevelopment project(s) for the preceding fiscal year; a complete financial statement setting forth the City's and CRA's assets, liabilities, income and operating expenses as of the end of such fiscal year for the redevelopment project(s) relevant to the within Agreement; and evidence of the maintenance of the Redevelopment Trust Fund and separate account/fund for all County monies including the sources and uses of funds therein for the redevelopment projects relevant to the within Agreement. The County shall review the audit and if it deems necessary, for purposes of being fiscally responsible to all County residents, shall have the ability to cause another independent audit to be performed on an annual basis, at the County's expense, unless a material difference is found, in which case the audit will be at the expense of the City/CRA.
- 5.7 During the term of the Interlocal Agreement, the City/CRA shall provide to the County by March 31<sup>st</sup> of each year an annual progress report, in furtherance of Section 18.87 of the Administrative Code of Broward County.
- 5.7.1 The City/CRA shall include a comparison of redevelopment plan goals, objectives and policies to the progress made in carrying out the redevelopment projects, with a description of annual program accomplishments and an analysis of the increase to the tax base. The annual progress report provided by the City/CRA to the County shall include a section that speaks to the critical path timeline and the

City's and CRA's projected acquisition, construction and financial projections for the remaining years of the Interlocal Agreement.

- 5.7.2 The detailed report of the progress made in carrying out the redevelopment projects is to include timeframes and benchmarks, including, but not limited to, accounting for County funding monies in the Redevelopment Trust Fund, increases to the tax base, any leverage of private or non-ad valorem funds, costs and revenues, growth in new business, reduction of incompatible land uses or code violations, improvements to infrastructure and ongoing benefits to the larger community.
- 5.7.3 The annual progress report also must include both expenditures for the current fiscal year and cumulative financial information for each individual project or activity undertaken pursuant to the adopted redevelopment plan in a format approved by the County as shown in Exhibit C to the First Amendment. Specifically, the report must include the status of private redevelopment projects and public improvements, status of non-County funds and detailed accounting for all funds received from the County and deposited in the Redevelopment Trust Fund.
- 5.7.4 The County shall review the annual progress report and determine if the redevelopment projects have progressed in a satisfactory manner. At the request of the County, the City/CRA shall submit additional progress reports, if necessary. If the County determines after receipt and review of the annual progress report(s), that the City/CRA has not progressed satisfactorily with the redevelopment project(s), the County shall deliver to the City/CRA a written notice specifying the lack of satisfaction in detail. If the City/CRA fails to commence or take corrective action to the reasonable satisfaction of the County, the County reserves the right to withhold future funding, which funding is provided for under the terms of the Interlocal Agreement, as amended. The City/CRA shall immediately commence corrective action to the reasonable satisfaction of the County. The Parties hereto shall exercise reasonable due diligence throughout the term hereof.



D. Records

City/CRA and County shall each maintain their own respective records and documents associated with this Interlocal Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.

6. Section 6 of the Dania Beach Interlocal Agreement is hereby amended and supersedes Section 3.2 of the Agreement, as amended by paragraph 9 of the First Amendment, to read as follows:

6.0 TERMINATION

- 6.1 The County shall be entitled to terminate this Agreement upon the occurrence of a default by the City/CRA under the terms of this Agreement. As used herein, "default" means:

6.1.1 The failure of the City/CRA to perform substantially its obligations as detailed under the terms of this Agreement; or

6.1.2 The engagement in any illegal activity or criminal conduct, in a materially adverse manner, by any agent or employee of the City/CRA in the conduct of its affairs under the Agreement, about which activity or conduct the City/CRA knew or should have known.

- 6.2 To terminate this Agreement, based upon the occurrence of a default under the Agreement, the County shall deliver to the City/CRA a written notice specifying the default in detail. If the City/CRA fails to commence or take corrective action to the reasonable satisfaction of the County, then the Agreement shall terminate effective on the sixtieth (60th) day following the City's/CRA's receipt of the notice of default.

- 6.3 In the event of termination based upon the occurrence of a default under the Agreement, and the City/CRA fails to commence or take corrective action as stated above, the City/CRA, at the discretion of the Board of County Commissioners, shall: 1) repay the outstanding loan(s) related to the default upon termination; or 2) repay all outstanding loans in accordance with Sections 4.7 and 4.8, however, the provision for a grant may be rescinded, except for grants already provided under the terms of this Agreement.

7. Section 4.0, MISCELLANEOUS of the Dania Beach Interlocal Agreement is hereby amended to read as follows:

## 7.0 MISCELLANEOUS

- 7.1 Effective Date: The effective date of this Second Amendment shall be on the date it is fully executed by the parties.
- 7.2 Joint Preparation: The preparation of this Second Amendment has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
- 7.3 Merger: The Interlocal Agreement, as amended, incorporates and includes all prior negotiations, correspondence, agreements or understandings applicable to the matter contained herein; and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Interlocal Agreement, as amended, that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all Parties to this Interlocal Agreement, as amended.
- 7.4 Assignment: The respective obligations of the Parties set forth in the Interlocal Agreement, as amended, shall not be assigned, in whole or in part, without the written consent of the other party.
- 7.5 Recordation/Filing: The County Administrator as the Ex-Officio Clerk of the Broward County Board of County Commissioners is hereby authorized and directed after approval of this Second Amendment, by the governing body of the City/CRA and the County and the execution thereof by the duly qualified and authorized officers of each of the Parties hereto to file this Interlocal Agreement, and amendments thereto, with the Clerk of Broward County, Florida, as required by Section 163.01(11), Florida Statutes.
- 7.6 Contract Administrators: The Contract Administrators for this Interlocal Agreement and amendments thereto are the Dania Beach City Manager, or designee, and the County Administrator, or designee. In the implementation of the terms and conditions of this Interlocal Agreement, as amended, as contrasted with matters of policy specifically established by the respective commissioners through resolutions and/or ordinances, all parties may rely upon

instructions or determinations made by the respective Contract Administrators.

- 7.7 Notices: Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier evidenced by a delivery receipt, facsimile evidenced by a delivery receipt, or by an overnight express delivery service evidenced by a delivery receipt, addressed to the party for whom it is intended at the place last specified; and the place for giving notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this section. For the present, the Parties designate the following as the respective places for giving notice. Notice shall be effective upon delivery as evidenced by a delivery receipt.

FOR COUNTY: County Administrator  
Broward County Governmental Center  
115 South Andrews Avenue  
Fort Lauderdale, FL 33301

With a copy to: Environmental Protection and Growth  
Management Department  
Room 329B, Governmental Center  
115 South Andrews Avenue  
Fort Lauderdale, FL 33301

FOR CITY: City Manager  
City of Dania Beach  
100 West Dania Beach Boulevard  
Dania Beach, FL 33004

With a copy to: City Clerk  
City of Dania Beach  
100 West Dania Beach Boulevard  
Dania Beach, FL 33004

FOR CRA: City Clerk  
City of Dania Beach  
100 West Dania Beach Boulevard  
Dania Beach, FL 33304

- 7.8. Governing Law and Venue: This Interlocal Agreement and amendments thereto shall be governed, construed and controlled according to the laws of the State of Florida without regard to its conflict of laws provision. Any claim, objection or dispute arising out of the terms of this Interlocal Agreement and amendments

thereto shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

- 7.9 Severability: In the event a portion of this Interlocal Agreement and amendments thereto is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the City and/or the CRA or the County elect to terminate this Interlocal Agreement. An election to terminate this Interlocal Agreement, as amended, based upon this provision shall be made within seven (7) calendar days after the court's determination becomes final. For the purposes for this section, "final" shall mean the expiration of time within which to file an appeal or the conclusion of any appellate proceeding and the granting of an order. In such event, the Parties agree to cooperate fully with the other to effectuate a smooth transaction of services.
- 7.10 Amendments: Except as expressly authorized in this Interlocal Agreement or amendments thereto, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Interlocal Agreement and executed by the Parties.
- 7.11 Third Party Beneficiaries: Neither City, County nor CRA intend that any person shall have cause of action against either of them as a third party beneficiary under this Interlocal Agreement or amendments thereto. Therefore, the Parties agree that there are no third party beneficiaries to this Interlocal Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Interlocal Agreement or amendments thereto. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Interlocal Agreement or amendments thereto.
- 7.12 Force Majeure: Unless otherwise governed by this Interlocal Agreement or amendments thereto, or by federal or state law or regulations, neither party shall be obligated to perform under this Interlocal Agreement or amendments thereto, if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, act of God, riot or civil commotion, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense. In no event shall lack of funds on the part of either party be deemed Force Majeure. Either party desiring to rely upon such a cause shall, when the cause arises, give prompt written notice thereof to the other party and, when the

cause ceases to exist, shall give prompt written notice thereof to the other party. Both parties agree to use their best efforts to minimize the effects of such cause that would give rise to the operation of this provision.

- 7.13 Nondiscrimination: The decision of the Parties hereto regarding the delivery of services under this Interlocal Agreement or amendments thereto, shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.
- 7.14 Gender: Whenever any words are used in this Interlocal Agreement or amendments thereto, in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply, and whenever any words are used in this Interlocal Agreement or amendments thereto in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply.
- 7.15 The Parties shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in performing any services pursuant to this Interlocal Agreement or amendments thereto.
- 7.16 The Parties agree that an extraordinary majority vote (4/5) of the Dania City Commission and the CRA, as applicable, shall be required in order to institute any eminent domain proceeding or to acquire any property exceeding the appraised value within the Community Redevelopment area.
- 7.17 That in the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment to the original Interlocal Agreement and the original Interlocal Agreement or First Amendment thereto, the terms and provisions of this Second Amendment shall control to the extent of any such conflict or ambiguity.
- 7.18 That the original Interlocal Agreement, as amended by the First and Second Amendments thereto, executed by the Parties shall remain in full force and effect except as specifically amended herein.
- 7.19 This Second Amendment may be executed in up to four (4) counterparts, each of which shall be deemed to be an original.

- 7.20 The City and/or the CRA shall reasonably encourage the participation of, and utilization of, small and minority businesses, specifically, but not limited to, a financial advisor, bond counsel, underwriters' counsel and underwriting services in the development of the redevelopment projects of the City.

(Remainder of page intentionally left blank)

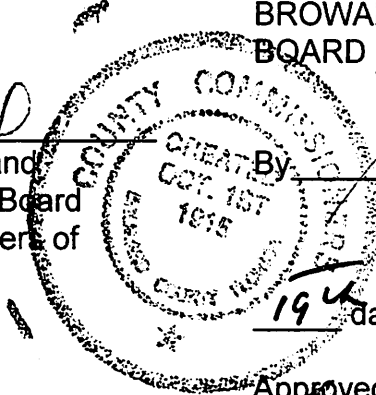
IN WITNESS WHEREOF, the Parties hereto have made and executed this SECOND AMENDMENT to the Interlocal Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 24th day of February, 2009; and the CITY OF DANIA BEACH, signing by and through its Mayor, duly authorized to execute same and the DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY, signing by and through its Chair, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

R.H. Brown  
County Administrator and  
Ex-Officio Clerk of the Board  
of County Commissioners of  
Broward County



Mayor

Mayor

19th day of March, 2009

Approved as to form by:  
Office of County Attorney  
Broward County, Florida  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Facsimile: (954) 357-6968

By Carl Z. Fitch

Assistant County Attorney

12th day of March, 2009

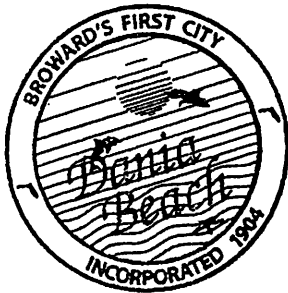
SECOND AMENDMENT TO INTERLOCAL AGREEMENT AMONG BROWARD  
COUNTY, CITY OF DANIA BEACH AND DANIA BEACH COMMUNITY  
REDEVELOPMENT AGENCY

CITY OF DANIA BEACH

ATTEST:

Louise Stilson  
Louise Stilson, City Clerk

Colin Donnelly  
Colin Donnelly  
Acting City Manager



DANIA BEACH, through its

By Albert C. Jones  
Albert C. Jones, Mayor-Commissioner  
11 day of MARCH, 2009

Approved as to form:

By Thomas J. Ansbro  
Thomas J. Ansbro, City Attorney  
11th day of March, 2009



SECOND AMENDMENT TO INTERLOCAL AGREEMENT AMONG BROWARD  
COUNTY, CITY OF DANIA BEACH AND DANIA BEACH COMMUNITY  
REDEVELOPMENT AGENCY

COMMUNITY REDEVELOPMENT AGENCY

WITNESSES:

Col Donnelly  
Colin Donnelly, Acting City Manager  
Louise Stilson  
Louise Stilson, City Clerk

DANIA BEACH COMMUNITY  
REDEVELOPMENT AGENCY

By [Signature]  
Albert C. Jones, Chairman

11 day of MARCH, 2009



Approved as to form:

By [Signature]  
Thomas J. Ansbro, City Attorney

11th day of MARCH, 2009

## THIRD AMENDMENT TO DANIA BEACH INTERLOCAL AGREEMENT

This is the THIRD Amendment to the Dania Beach Interlocal Agreement ("THIRD Amendment"), made this 24<sup>th</sup> day of March, 2009, by and between the following:

Broward County, Florida  
a political subdivision of the State of Florida  
(the "County"),

and

City of Dania Beach, Florida, a municipal  
corporation under the laws of the State of  
Florida (the "City"),

and

The Dania Beach Community Redevelopment  
Agency, or its successor, a public body  
corporate and politic (the "CRA").

WHEREAS, on April 20, 2004, County, the City and the CRA entered into an Interlocal Agreement ("Dania Beach Interlocal Agreement" or "Interlocal Agreement") pursuant to which it was agreed that the County method of investment in any redevelopment activities proposed by the City and/or the CRA, during the term of the Interlocal Agreement and any amendments thereto, and pursuant to the adopted Dania Beach Community Redevelopment Plan, would be implemented pursuant to the requirements and criteria of the funding program, established by the County, known as the Redevelopment Capital Program ("RCP"); and

WHEREAS, pursuant to the Interlocal Agreement, the basis of any amendment and extension to the term of the Interlocal Agreement would be the submission by the City and/or the CRA to the County, of a proposed community redevelopment project(s) within the term of the Interlocal Agreement and the successful negotiations by and between the City, the CRA and the County pertaining to same; and

WHEREAS, pursuant to the Interlocal Agreement, the basis of any amendment will include an implementation schedule and critical path timeline for the proposed community redevelopment project(s); and

WHEREAS, on February 14, 2006, the Dania Beach City Commission, for purposes of Redevelopment Capital Program funding consideration, with respect to projects located outside of the CRA boundaries, but close enough to the CRA, such that the development would further both the Dania Beach CRA Plan and the Redevelopment Capital Program, approved the inclusion of properties located between the eastern

boundary of the CRA and the Modello Project, which is included, (the "Additional Properties") as shown in the map attached as Exhibit "A" to the First Amendment (as hereinafter defined), and further, approved a Redevelopment Plan for the Additional Properties; and

WHEREAS, in the First Amendment, the County, the City, and the CRA acknowledged and agreed that the Additional Properties were not included in the Dania Beach Community Redevelopment Area, established pursuant to Chapter 163, Part III, Florida Statutes (the "Act"), but rather that the combined Community Redevelopment Area, as defined in the Dania Beach Interlocal Agreement, and the Additional Properties should be distinguished from the Community Redevelopment Area and should be known as the "Dania Beach RCP Redevelopment Area"; and

WHEREAS, the City and/or the CRA submitted an Application pursuant to the requirements of the Redevelopment Capital Program; and

WHEREAS, the County reviewed the Application based upon the established criteria of the Redevelopment Capital Program and determined that eligible projects existed within the parameters of the Redevelopment Capital Program, as set forth in Section 1.6 of the Interlocal Agreement, and based upon the successful negotiations by and between the City, the CRA and the County pertaining to same, the County, the City, and the CRA thereafter entered into the First Amendment to the Dania Beach Interlocal Agreement ("First Amendment"), dated February 21, 2006, pursuant to which the County agreed to fund, subject to the terms and conditions thereof, certain infrastructure improvements as described in Exhibit "B" to the First Amendment within the Dania Beach RCP Redevelopment Area up to the total amount of Six Million Three Hundred Forty-Five Thousand Eight Hundred Sixty-Six Dollars (\$6,345,866.00) from the Redevelopment Capital Program; and

WHEREAS, the City and/or the CRA thereafter proceeded to complete the infrastructure improvements identified in Exhibit "B" to the First Amendment, utilizing its own funds and State Revolving Fund ("SRF") loans, due to the volatility of the interest rate market and other economic factors affecting the City and CRA, and did not utilize any of the \$6,345,866.00 from the Redevelopment Capital Program committed under the First Amendment; and

WHEREAS, the City and the CRA have now identified additional projects or improvements to replace those identified in Exhibit "B" to the First Amendment, and wish to utilize the funds committed under the First Amendment for such purposes; and

WHEREAS, the City and the CRA have submitted an Application for funding through the Redevelopment Capital Program for the reimbursement of the costs of acquisition of the property commonly referred to as Parcel 109 in the amount of \$2,761,314.99 (the "Parcel 109 Reimbursement"), and an additional Application for funds to design, develop and construct a parking structure or garage adjacent to City Hall and the Library to be built pursuant to that certain Agreement between the County

and the City for Lease of Real Property for Public Library and Design and Construction of a Library Facility (the "Library Agreement"), the funds for which parking garage are hereinafter referred to as the "Parking Garage Funds," the collective total of which with the Parcel 109 Reimbursement, together with such future project(s) that will be the subject of future application(s) by the CRA to the County and future amendments resulting therefrom, provided such future amendments must be executed on or before February 21, 2011, shall not exceed the sum of \$6,345,866.00 contemplated by the First Amendment; and

WHEREAS, the County, the City, and the CRA have negotiated the parameters for such Parking Garage Funds funding and the terms and conditions thereof, and executed the Second Amendment to Dania Beach Interlocal Agreement dated March 24, 2009 (the "Second Amendment") to effectuate the same; and

WHEREAS, the Parking Garage and Parcel 109 are wholly contained within the boundaries of the CRA; the Additional Properties, as shown in Exhibit "A" to the First Amendment, and collectively known with the Dania Beach Community Redevelopment Area as the Dania Beach RCP Redevelopment Area, shall be distinguished from the Dania Beach Community Redevelopment Area, and are no longer part of the redevelopment area, and are not subject to the RCP request for funding herein; and

WHEREAS, the City and the CRA have requested that the Parcel 109 Reimbursement be paid subject to the conditions set forth herein to the CRA for deposit into the Dania Beach CRA Community Redevelopment Trust Fund ("Redevelopment Trust Fund") created and established pursuant to the Act, the Interlocal Agreement and City Ordinance No. 2006-017 to be expended solely for the purposes set forth herein and disbursed by the County under the conditions set forth herein; and

WHEREAS, on February 24, 2009, before the Broward County Board of County Commissioners, the County, the City and the CRA agreed, subject to appropriate required further approval of their respective governing bodies, that the City/CRA would obtain County funding through the Broward County Redevelopment Capital Program for the reimbursement of the cost of acquisition of Parcel 109 in the agreed sum of \$2,334,200.00 in the form of a loan to the City/CRA under the conditions set forth herein and further described in the Loan Agreement and Promissory Note executed contemporaneous herewith; and

WITNESSETH; that for and in consideration of the mutual covenants and agreements contained herein, the County, the City and the CRA agree as follows:

1. The truth and accuracy of each "WHEREAS" clause set forth above is acknowledged by the parties and the recitals contained are incorporated herein.
2. Section 1.4 of the Dania Beach Interlocal Agreement is hereby amended to read as follows:

1.4 The City, either directly or through the CRA, has established and will maintain the Redevelopment Trust Fund as required by applicable law. The City, either directly or through the CRA, must maintain a separate accounting for monies received from the County pursuant to the terms of the Dania Beach Interlocal Agreement, as amended.

3. Section 1.8 of the Dania Beach Interlocal Agreement is hereby amended to read as follows:

1.8 The total County funding amount from the Redevelopment Capital Program payable to the CRA, for the Parcel 109 Reimbursement and Parking Garage Funds, together with such future project(s) that will be the subject of future application(s) by the CRA to the County and future amendments resulting therefrom, provided such future amendments must be executed on or before February 21, 2011, shall not exceed the sum of Six Million Three Hundred Forty-Five Thousand Eight Hundred Sixty-Six Dollars (\$6,345,866.00). All amounts paid by the County shall be deposited into the Redevelopment Trust Fund established by the City or the CRA and expended solely as authorized by the Act and the Interlocal Agreement, as amended.

4. Section 4 of the Dania Beach Interlocal Agreement, as created by paragraph 7 of the First Amendment, and as further amended by the Second Amendment is hereby further amended and supplemented to read as follows:

#### 4.0 COUNTY FUNDING OF INFRASTRUCTURE IMPROVEMENTS

4.1 The infrastructure improvements identified in Exhibit "B" to the First Amendment are hereby deleted and replaced with the Parcel 109 Reimbursement and the Parking Garage Funds fundings, together with such future project(s) that will be the subject of future application(s) by the CRA to the County and future amendments resulting therefrom, provided such future amendments must be executed on or before February 21, 2011, which are necessary to the successful commencement and completion of redevelopment within the Dania Beach CRA boundaries.

In addition to the provisions of the Second Amendment, the County shall fund and pay to the CRA, from funds available through the Redevelopment Capital Program, the agreed sum of \$2,334,200.00, which is 10% above the appraisal submitted by the CRA of \$2,122,000.00 and less than the Application submitted of \$2,761,314.99, as the actual Parcel 109 Reimbursement. Notwithstanding anything else contained herein, this amount shall be made as a loan convertible to a grant to the CRA under conditions set forth in Section 4.7 herein.

The differential between the total of the Parcel 109 Reimbursement and the Parking Garage Funds and \$6,345,866.00 shall be available to the CRA for future projects that will be the subject of future application(s) by the CRA to the County and future amendments resulting therefrom, provided such future amendments must be executed on or before February 21, 2011.

- 4.2 In addition to the provisions of the Second Amendment, the County funding will be exercised as to the Parcel 109 Reimbursement only after submission by the City and/or CRA to the County of an application therefore, including an implementation schedule and critical path timeline.
- 4.3 In addition to the provisions of the Second Amendment, the County will lend \$2,334,200.00 for the Parcel 109 Reimbursement as more fully described in the application submitted therefore.
- 4.4 In addition to the provisions of the Second Amendment, the County funding of the Parcel 109 Reimbursement shall be made within thirty (30) days of the execution of this Third Amendment by all parties hereto.
- 4.5 In addition to the provisions of the Second Amendment, no payments of interest or principal on the Parcel 109 Reimbursement loan shall be due within the first five (5) years of the loan.
- 4.6 Intentionally Omitted.
- 4.7 In addition to the provisions of the Second Amendment as applicable to the Parking Garage Funds loan, the County loan shall be convertible to a grant on the Parcel 109 Reimbursement up to the amount thereof if both of the following conditions are met: 1) the acquisition of Parcel 109 shall be completed within five (5) years from the effective date of this Third Amendment (it being acknowledged that such acquisition has already occurred), and 2) the City/CRA demonstrates that the County's share of the revenue generated by the net increase in the tax base due to specific private redevelopment projects within the Dania Beach RCP Redevelopment Area boundaries over 20 years (measured from the effective date of the First Amendment dated February 21, 2006) is expected to equal or exceed the amount of the original Parcel 109 Reimbursement paid by the County to the CRA.
  - 4.7.1 If conditions 1) and 2) of Section 4.7 are met, the Parcel 109 Reimbursement loan(s) shall convert to a grant(s), through

formal request by the City/CRA, as follows: 1) one-third of the amount of the loan(s) or one-third of the County's share of the revenue generated by the expected net increase in the tax base due to specific private redevelopment project(s), whichever is less, will convert to a grant(s) at the time of the approval of the requisite permitting for the private redevelopment project(s), and appropriate documentation of the acquisition of Parcel 109 (it being acknowledged that such acquisition has already occurred); 2) an additional one-third of the amount of the loan(s) or one-third of the County's share of the revenue generated by the expected net increase in the tax base due to specific private redevelopment project(s), whichever is less, will convert to grant(s) at the time when the City/CRA provides documentation to the County that 50% of the total project floors are erected; and, 3) the remaining one-third of the amount of the loan(s) or one-third of the County's share of the revenue generated by the expected net increase in the tax base due to specific private redevelopment project(s), whichever is less, will convert to a grant(s) at the time of the completion of the private redevelopment project(s) evidenced by the issuance of all applicable Certificates of Occupancy.

- 4.8 In addition to the provisions of the Second Amendment, if conditions 1) and 2) of Section 4.7 herein are not met, the Parcel 109 Reimbursement loan must be repaid to the Redevelopment Capital Program by the City or CRA over a 15-year period commencing at the end of the initial five-year interest-free period, as provided by Section 4.5 herein, with interest at the Municipal Market Data (MMD) "A" revenue bond rate as in effect at the time repayment begins. In no event shall the term of the loan exceed twenty (20) years: five years interest free, and up to 15 years at the MMD "A" revenue bond rate.
- 4.9 In no event shall the total amount of County grant(s) and loan for the Parcel 109 Reimbursement, the Parking Garage Funds and any future project(s) that will be the subject of future application(s) by the CRA to the County and future amendments resulting therefrom, which must be executed on or before February 21, 2011, exceed \$6,345,866.
- 4.10 In addition to the provisions of the Second Amendment, in no event shall the total grant(s) for the Parcel 109 Reimbursement exceed the total amount of the loan described in this Section 4.

4.11 In addition to the provisions of the Second Amendment as applicable to the Parking Garage Funds loan, the calculation of the net increase in the tax base over 20 years, which is Condition 2 of Section 4.7 herein, is as follows:

4.11.1 The net present value of the County's share of the revenue generated by the net increase in the tax base from all private redevelopment projects within the Dania Beach RCP Redevelopment Area boundaries shall be calculated based on the following parameters:

|                             |                                                                                                                                                                                                                                                                                                                                                                                               |
|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Estimated Project Value:    | Project costs (Land & Improvements)                                                                                                                                                                                                                                                                                                                                                           |
| Property Assessment Rate:   | 85% of Project Cost                                                                                                                                                                                                                                                                                                                                                                           |
| Collection Rate:            | 95%                                                                                                                                                                                                                                                                                                                                                                                           |
| Property Appreciation Rate: | 4%                                                                                                                                                                                                                                                                                                                                                                                            |
| Payback Term:               | 20 Years from the effective date of the First Amendment, February 21, 2006, but may be less than 20 years depending on the year the private redevelopment project(s) become part of the tax base.                                                                                                                                                                                             |
| County Millage:             | Effective County Millage at the time of grant consideration                                                                                                                                                                                                                                                                                                                                   |
| Discount Rate:              | The interest rate from the table of "A" General Obligation yields produced by "Municipal Market Data" and published in the Bond Buyer for the 20-year maturity in the proposed project financing or funding plan. The actual rate used shall be the interest rate published within five (5) days prior to the date of submittal of the request for grant funds by the City/CRA to the County. |

4.11.2 The net increase in the tax base is the difference between the assessed (85%) value of the various redevelopment projects including land and improvements, and the taxable value of the existing property including land and improvements as of the date of this Third Amendment. If a



property was acquired by the County, the City or the CRA for the purpose of redevelopment, within the last 4 years, the taxable value will be the latest available taxable value increased annually by the growth in the tax base within the Dania Beach RCP Redevelopment Area.

4.12 The City and/or CRA agree that all expenditures of the funds granted or loaned hereby shall be made in accordance with the terms of the Act and the Interlocal Agreement, as amended. As the County method of funding the CRA under the Interlocal Agreement, as amended, does not include tax increment revenues, the provisions of Section 163.387(7) do not apply to the City and/or CRA, or the Redevelopment Trust Fund established and maintained thereby. The funds loaned herein shall, however, be expended for the purposes of community redevelopment, in accordance with those purposes provided in Section 163.387(6), Florida Statutes.

5. Section 5 of the Dania Beach Interlocal Agreement, as created by paragraph 8 of the First Amendment, and further amended by paragraph 5 of the Second Amendment, shall remain unchanged and its provisions fully applicable to this Third Amendment.
6. Section 6 of the Dania Beach Interlocal Agreement, as amended by paragraph 9 of the First Amendment and paragraph 6 of the Second Amendment, is further amended and supplemented to provide as follows, as applicable to this Third Amendment.

#### 6.0 TERMINATION

6.1 The County shall be entitled to terminate this Agreement upon the occurrence of a default by the City/CRA under the terms of this Agreement. As used herein, "default" means:

6.1.1 The failure of the City/CRA to perform substantially its obligations as detailed under the terms of this Agreement; or

6.1.2 The engagement in any illegal activity or criminal conduct, in a materially adverse manner, by any agent or employee of the City/CRA in the conduct of its affairs under this Agreement, about which activity or conduct the City/CRA knew or should have known.

6.2 To terminate this Agreement, based upon the occurrence of a default under the Agreement, the County shall deliver to the City/CRA a written notice specifying the default in detail. If the

City/CRA fails to commence or take corrective action to the reasonable satisfaction of the County, then this Agreement shall terminate effective on the sixtieth (60th) day following the City's/CRA's receipt of the notice of default.

- 6.3 In the event of termination based upon the occurrence of a default under this Agreement, and the City/CRA fails to commence or take corrective action as stated above, the City/CRA, at the discretion of the Board of County Commissioners, shall: 1) repay the outstanding loan(s) related to the default upon termination; or 2) repay all outstanding loans in accordance with Sections 4.7 and 4.8, however, the provision for a grant may be rescinded, except for grants already provided under the terms of this Agreement.

7. Section 4.0, MISCELLANEOUS of the Dania Beach Interlocal Agreement, as applicable to this Third Amendment, is hereby amended to read as follows:

7.0 MISCELLANEOUS

- 7.1 Effective Date: The effective date of this Third Amendment shall be on the date it is fully executed by the parties.
- 7.2 Joint Preparation: The preparation of this Third Amendment has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
- 7.3 Merger: The Interlocal Agreement, as amended, incorporates and includes all prior negotiations, correspondence, agreements or understandings applicable to the matter contained herein; and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Interlocal Agreement, as amended, that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all Parties to this Interlocal Agreement, as amended.
- 7.4 Assignment: The respective obligations of the Parties set forth in the Interlocal Agreement, as amended, shall not be assigned, in whole or in part, without the written consent of the other party.

- 7.5 Recordation/Filing: The County Administrator as the Ex-Officio Clerk of the Broward County Board of County Commissioners is hereby authorized and directed after approval of this Third Amendment, by the governing body of the City/CRA and the County and the execution thereof by the duly qualified and authorized officers of each of the Parties hereto to file this Interlocal Agreement, and amendments thereto, with the Clerk of Broward County, Florida, as required by Section 163.01(11), Florida Statutes.
- 7.6 Contract Administrators: The Contract Administrators for this Interlocal Agreement and amendments thereto are the Dania Beach City Manager, or designee, and the County Administrator, or designee. In the implementation of the terms and conditions of this Interlocal Agreement, as amended, as contrasted with matters of policy specifically established by the respective commissioners through resolutions and/or ordinances, all parties may rely upon instructions or determinations made by the respective Contract Administrators.
- 7.7 Notices: Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier evidenced by a delivery receipt, facsimile evidenced by a delivery receipt, or by an overnight express delivery service evidenced by a delivery receipt, addressed to the party for whom it is intended at the place last specified; and the place for giving notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this section. For the present, the Parties designate the following as the respective places for giving notice. Notice shall be effective upon delivery as evidenced by a delivery receipt.

FOR COUNTY: County Administrator  
Broward County Governmental Center  
115 South Andrews Avenue  
Fort Lauderdale, FL 33301

With a copy to: Environmental Protection and Growth  
Management Department  
Room 329B, Governmental Center  
115 South Andrews Avenue  
Fort Lauderdale, FL 33301

FOR CITY: City Manager  
City of Dania Beach  
100 West Dania Beach Boulevard

Dania Beach, FL 33004

With a copy to: City Clerk  
City of Dania Beach  
100 West Dania Beach Boulevard  
Dania Beach, FL 33004

FOR CRA: City Clerk  
City of Dania Beach  
100 West Dania Beach Boulevard  
Dania Beach, FL 33304

- 7.8. Governing Law and Venue: This Interlocal Agreement and amendments thereto shall be governed, construed and controlled according to the laws of the State of Florida without regard to its conflict of laws provision. Any claim, objection or dispute arising out of the terms of this Interlocal Agreement and amendments thereto shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.
- 7.9. Severability: In the event a portion of this Interlocal Agreement and amendments thereto is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the City and/or the CRA or the County elect to terminate this Interlocal Agreement. An election to terminate this Interlocal Agreement, as amended, based upon this provision shall be made within seven (7) calendar days after the court's determination becomes final. For the purposes for this section, "final" shall mean the expiration of time within which to file an appeal or the conclusion of any appellate proceeding and the granting of an order. In such event, the Parties agree to cooperate fully with the other to effectuate a smooth transaction of services.
- 7.10. Amendments: Except as expressly authorized in this Interlocal Agreement or amendments thereto, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Interlocal Agreement and executed by the Parties.
- 7.11. Third Party Beneficiaries: Neither City, County nor CRA intend that any person shall have cause of action against either of them as a third party beneficiary under this Interlocal Agreement or amendments thereto. Therefore, the Parties agree that there are no third party beneficiaries to this Interlocal Agreement and that no third party shall be entitled to assert a claim against either of them

based upon this Interlocal Agreement or amendments thereto. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Interlocal Agreement or amendments thereto.

- 7.12 Force Majeure: Unless otherwise governed by this Interlocal Agreement or amendments thereto, or by federal or state law or regulations, neither party shall be obligated to perform under this Interlocal Agreement or amendments thereto, if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, act of God, riot or civil commotion, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense. In no event shall lack of funds on the part of either party be deemed Force Majeure. Either party desiring to rely upon such a cause shall, when the cause arises, give prompt written notice thereof to the other party and, when the cause ceases to exist, shall give prompt written notice thereof to the other party. Both parties agree to use their best efforts to minimize the effects of such cause that would give rise to the operation of this provision.
- 7.13 Nondiscrimination: The decision of the Parties hereto regarding the delivery of services under this Interlocal Agreement or amendments thereto, shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.
- 7.14 Gender: Whenever any words are used in this Interlocal Agreement or amendments thereto, in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply, and whenever any words are used in this Interlocal Agreement or amendments thereto in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply.
- 7.15 The Parties shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in performing any services pursuant to this Interlocal Agreement or amendments thereto.
- 7.16 The Parties agree that an extraordinary majority vote (4/5) of the Dania City Commission and the CRA, as applicable, shall be

required in order to institute any eminent domain proceeding or to acquire any property exceeding the appraised value within the Community Redevelopment area.

- 7.17 That in the event of any conflict or ambiguity by and between the terms and provisions of this Third Amendment to the original Interlocal Agreement and the original Interlocal Agreement, First Amendment or Second Amendment thereto, the terms and provisions of this Third Amendment shall control to the extent of any such conflict or ambiguity.
- 7.18 That the original Interlocal Agreement, as amended by the First Amendment, Second Amendment and Third Amendment thereto, executed by the Parties shall remain in full force and effect except as specifically amended herein.
- 7.19 This Third Amendment may be executed in up to four (4) counterparts, each of which shall be deemed to be an original.
- 7.20 The City and/or the CRA shall reasonably encourage the participation of, and utilization of, small and minority businesses, specifically, but not limited to, a financial advisor, bond counsel, underwriters' counsel and underwriting services in the development of the redevelopment projects of the City.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Parties hereto have made and executed this THIRD AMENDMENT to the Interlocal Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 24<sup>th</sup> day of March, 2009; and the CITY OF DANIA BEACH, signing by and through its Mayor, duly authorized to execute same and the DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY, signing by and through its Chair, duly authorized to execute same.

COUNTY

ATTEST:

*[Signature]*  
Asst. County Administrator and  
Ex-Officio Clerk of the Board  
of County Commissioners of  
Broward County

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

By *[Signature]*  
Vice Mayor

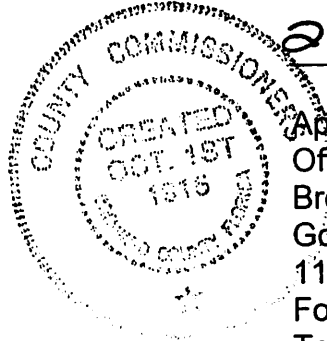
24<sup>th</sup> day of March, 2009

Approved as to form by:  
Office of County Attorney  
Broward County, Florida  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Facsimile: (954) 357-6968

By *[Signature]*

Assistant County Attorney

12<sup>th</sup> day of March, 2009



THIRD AMENDMENT TO INTERLOCAL AGREEMENT AMONG BROWARD COUNTY,  
CITY OF DANIA BEACH AND DANIA BEACH COMMUNITY REDEVELOPMENT  
AGENCY

CITY OF DANIA BEACH

ATTEST:

Louise Stilson  
Louise Stilson, CMC, City Clerk

Col. Donnelly  
Colin Donnelly  
Acting City Manager



DANIA BEACH, through its

By Albert C. Jones  
Albert C. Jones, Mayor-Commissioner

11 day of MARCH, 2009

Approved as to form:

By Thomas J. Ansbro  
Thomas J. Ansbro, City Attorney

11/11 day of March, 2009



THIRD AMENDMENT TO INTERLOCAL AGREEMENT AMONG BROWARD COUNTY,  
CITY OF DANIA BEACH AND DANIA BEACH COMMUNITY REDEVELOPMENT  
AGENCY

COMMUNITY REDEVELOPMENT AGENCY

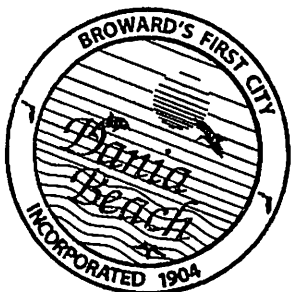
WITNESSES:

Col. Donnelly  
Colin Donnelly, Acting City Manager  
Louise Stilson  
Louise Stilson, CMC, City Clerk

DANIA BEACH COMMUNITY  
REDEVELOPMENT AGENCY

By Albert C. Jones  
Albert C. Jones, Chairman

11 day of MARCH, 2009



Approved as to form:

By T. J. Ansbro  
Thomas J. Ansbro, City Attorney

11th day of MARCH, 2009

#### FOURTH AMENDMENT TO DANIA BEACH INTERLOCAL AGREEMENT

This is the Fourth Amendment to the Dania Beach Interlocal Agreement ("Fourth Amendment"), made this 28 day of Sept., 2010, by and between the following:

Broward County, Florida  
a political subdivision of the State of Florida  
(the "County"),

and

City of Dania Beach, Florida, a municipal  
corporation under the laws of the State of  
Florida (the "City"),

and

The Dania Beach Community Redevelopment  
Agency, or its successor, a public body  
corporate and politic (the "CRA").

WHEREAS, on April 20, 2004, the County, the City and the CRA entered into an Interlocal Agreement ("Dania Beach Interlocal Agreement" or "Interlocal Agreement") pursuant to which it was agreed that the County method of investment in any redevelopment activities proposed by the City and/or the CRA, during the term of the Interlocal Agreement and any amendments thereto, and pursuant to the adopted Dania Beach Community Redevelopment Plan, would be implemented pursuant to the requirements and criteria of the funding program, established by the County, known as the Redevelopment Capital Program ("RCP"); and

WHEREAS, pursuant to the Interlocal Agreement, the basis of any amendment and extension to the term of the Interlocal Agreement would be the submission by the City and/or the CRA to the County, of a proposed community redevelopment project(s) within the term of the Interlocal Agreement and the successful negotiations by and between the City, the CRA and the County pertaining to same; and

WHEREAS, pursuant to the Interlocal Agreement, the basis of any amendment will include an implementation schedule and critical path timeline for the proposed community redevelopment project(s);

WHEREAS, on February 21, 2006, the County, the City and the CRA entered into the First Amendment to the Dania Beach Interlocal Agreement (the "First Amendment"), pursuant to which the County agreed to fund by way of one or more loans which, subject to the terms and conditions thereof, could be converted to grant(s),

for certain infrastructure improvements as described in the First Amendment within the Dania Beach RCP Redevelopment Area up to the total amount of Six Million Three Hundred Forty-Five Thousand Eight Hundred Sixty-Six Dollars (\$6,345,866.00) from the RCP; and

WHEREAS, the City and/or the CRA thereafter subsequently proceeded to complete the infrastructure improvements identified in the First Amendment, utilizing its own funds and other funding sources, and did not utilize any of the Six Million Three Hundred Forty-Five Thousand Eight Hundred Sixty-Six and no/100 Dollars (\$6,345,866.00) from the RCP committed under the First Amendment; and

WHEREAS, the City and the CRA then identified additional projects or improvements to replace those identified in the First Amendment, and sought to utilize the funds committed under the First Amendment for such purposes; and

WHEREAS, the City and the CRA then sought funding for the additional projects, specifically, for the reimbursement of the costs of acquisition of the property commonly known as Parcel 109, in the amount of Two Million Three Hundred Thirty-Four Thousand Two Hundred and no/100 Dollars (\$2,334,200.00) (the "Parcel 109 Reimbursement") and funding for a portion of a parking structure or garage, related to new private redevelopment, in the amount not to exceed Three Million One Hundred Thousand and no/100 Dollars (\$3,100,000.00), adjacent to City Hall and the Library, which funds are hereinafter referred to as the "Parking Garage Funds," together with such future project(s) that would be the subject of future application(s) by the CRA to the County and future amendments resulting therefrom, provided such future amendments are executed on or before February 21, 2011, not to exceed the total sum of Six Million Three Hundred Forty-Five Thousand Eight Hundred Sixty-Six and no/100 Dollars (\$6,345,866.00) contemplated by the First Amendment; and

WHEREAS, the County, the City, and the CRA, having negotiated the parameters for such Parking Garage Funds and the terms and conditions thereof, following Board approval on February 24, 2009, entered into the Second Amendment to Dania Beach Interlocal Agreement (the "Second Amendment") to effectuate the same; and

WHEREAS, pursuant to the Second Amendment, the Board approved funding not to exceed Three Million One Hundred Thousand and no/100 Dollars (\$3,100,000.00) to fund approximately 138 parking spaces, but not less than 125 nor more than 175, in a parking structure/garage. The RCP funds were to be provided as a five-year interest-free loan(s) which could convert to a grant(s) with conditions similar to those for the Parcel 109 Reimbursement, which funding has been addressed in the Third Amendment to the Dania Beach Interlocal Agreement (the "Third Amendment") entered into on March 24, 2009, by and between the County, the City and the CRA; and

WHEREAS, the funding and implementation requirements of the Third Amendment have been completed; and

WHEREAS, with respect to the Second Amendment, while the previously approved funding was not to exceed Three Million One Hundred Thousand and no/100 Dollars (\$3,100,000.00) for approximately 138 parking spaces, but not less than 125 nor more than 175, in the parking structure/garage, which spaces were to be in addition to the 250 spaces for use by the Library and City Hall, the CRA, on July 20, 2010, has now requested RCP funding for an additional 15 spaces, which raises the total number of spaces in support of private redevelopment from 175 to 190 spaces in a new parking structure of 440 total spaces; and

WHEREAS, based upon the July 20, 2010 request of the CRA, the lower actual cost of construction and the change to 440 parking spaces, the County has determined that the City and the CRA have provided sufficient documentation to support a loan convertible to a grant for the subject 190 parking spaces, based on similar loan-to-grant conversion provisions, with a 5-year interest-free mechanism, to those already provided in the First Amendment, the Second Amendment (Parking Garage Funds) and the Third Amendment (Parcel 109 Reimbursement now completed); and

WHEREAS, based on the lower cost and change to the 440 parking spaces, the proportional cost for the now 190 parking spaces is Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 Dollars (\$2,590,909.00), which amount will be processed for disbursement by the County upon approval and execution of this Fourth Amendment and contemporaneous execution of a Loan Agreement and Promissory Note, based on the approved funding mechanism previously utilized in the First, Second and Third Amendments; and

WHEREAS, on July 20, 2010, the CRA also requested RCP funding related to the parking garage for a security system and gate-arm entry system; and

WHEREAS, the City and the CRA have provided sufficient documentation to support a loan convertible to a grant for the subject security system in the amount of One Hundred Forty Thousand and no/100 Dollars (\$140,000.00), based on similar loan-to-grant conversion provisions, with a 5-year interest-free mechanism, to those already provided in the First Amendment, the Second Amendment (Parking Garage Funds) and the Third Amendment (Parcel 109 Reimbursement now completed) and which amount will be processed for disbursement by the County upon approval and execution of this Fourth Amendment and contemporaneous execution of a Loan Agreement and Promissory Note; and

WHEREAS, the County will not, to date, disburse any RCP funds for the gate-arm entry system until the City and the CRA have provided sufficient documentation, which documentation shall include executed contracts, to support a loan convertible to a grant for the subject gate-arm entry system in an amount not to exceed Two Hundred Seventy-Three Thousand Seven Hundred Ninety and no/100 Dollars (\$273,790.00), based on similar loan-to-grant conversion provisions, with a 5-year interest-free mechanism, to those already provided in the First Amendment, the Second Amendment

(Parking Garage Funds) and the Third Amendment (Parcel 109 Reimbursement now completed) and which amount will be processed for disbursement by the County upon review of such documentation and execution of a Loan Agreement and Promissory Note; and

WITNESSETH, that for and in consideration of the mutual covenants and agreements contained herein, the County, the City and the CRA agree as follows:

1. The truth and accuracy of each "WHEREAS" clause set forth above is acknowledged by the parties and the recitals contained are incorporated herein.
2. Section 1.8 of the Dania Beach Interlocal Agreement is hereby amended to read as follows:

1.8 The total County funding amount from the Redevelopment Capital Program payable to the CRA, for the Parcel 109 Reimbursement and Parking Garage Funds, as redefined pursuant to this Fourth Amendment, together with the security system and gate-arm entry system and such future project(s) that will be the subject of future application(s) by the CRA to the County and future amendments resulting therefrom, provided such future amendments are executed on or before February 21, 2011, shall not exceed the sum of Six Million Three Hundred Forty-Five Thousand Eight Hundred Sixty-Six and no/100 Dollars (\$6,345,866.00). All amounts paid by the County shall continue to be deposited into the Redevelopment Trust Fund established by the City or the CRA and expended solely as authorized by the Act and the Interlocal Agreement, as amended.

3. Section 4 of the Dania Beach Interlocal Agreement, as created by paragraph 7 of the First Amendment, and as further amended by the Second and Third Amendments, and in addition and similar to the provisions of the Third Amendment, is hereby further amended and supplemented to read, specifically regarding the Parking Garage Funds pursuant to the provisions of the Second Amendment, as follows:

#### 4.0 COUNTY FUNDING OF INFRASTRUCTURE IMPROVEMENTS

- 4.1 The Parking Garage Funds, as defined in the Second Amendment, with funding for the actual cost not to exceed Three Million One Hundred Thousand and no/100 Dollars (\$3,100,000.00) for approximately 138 spaces, but not less than 125 spaces nor more than 175 spaces, which spaces are in addition to 250 spaces for use by the Library and City Hall, are hereby redefined to include an additional 15 spaces, which raises the total number of parking spaces in support of private redevelopment from 175 to 190 spaces in a parking structure of 440 spaces. Based on a lower per space

cost, the proportional cost of the 190 spaces is Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 Dollars (\$2,590,909.00), which will be processed for disbursement by the County upon approval of this Fourth Amendment and execution of appropriate Loan Agreement(s) and Promissory Note(s). In addition to this amount, the Parking Garage Funds shall include an additional One Hundred Forty Thousand and no/100 Dollars (\$140,000.00), requested by the City/CRA, for a security system for the parking garage, to be processed for disbursement upon approval of this Fourth Amendment and execution of appropriate Loan Agreement(s) and Promissory Note(s), and further, an amount equal to the actual cost not to exceed Two Hundred Seventy-Three Thousand Seven Hundred Ninety and no/100 Dollars (\$273,790.00) for a gate-arm entry system, to be disbursed by the County after appropriate documentation is presented, including a contract, duly reviewed by the County, together with execution of an additional Loan Agreement(s) and Promissory Note(s).

The differential between the initial County commitment for the Parking Garage Funds of Three Million One Hundred Thousand and no/100 Dollars (\$3,100,000.00) and the funding for the now redefined Parking Garage Funds totaling Three Million Four Thousand Six Hundred Ninety-Nine and no/100 Dollars (\$3,004,699.00), is Ninety-Five Thousand Three Hundred One and no/100 Dollars (\$95,301.00), which sum shall be added to the Nine Hundred Eleven Thousand Six Hundred Sixty-Six and no/100 Dollars (\$911,666.00) differential remaining after the Third Amendment, totaling One Million Six Thousand Nine Hundred Sixty-Seven and no/100 Dollars (\$1,006,967.00), and shall be available to the CRA for future projects that will be the subject of future application(s) by the CRA to the County and future amendments resulting therefrom, provided such future amendments must be executed on or before February 21, 2011. Should the actual cost of the gate-arm entry system be less than the not to exceed amount of Two Hundred Seventy-Three Thousand Seven Hundred Ninety and no/100 Dollars (\$273,790.00), the difference will be added to the amount available to the CRA for future projects.

- 4.2 The County funding will be exercised as to the Parking Garage Funds, as redefined herein, only after submission by the City and/or CRA to the County of an application therefore, including an implementation schedule and critical path timeline, which the County acknowledges have been submitted.

County funding for any future public improvements will be exercised only after submission by the City and/or CRA to the County of an application and documentation therefore, including an implementation schedule and critical path timeline.

- 4.3 In addition to the provisions of the Third Amendment for the Parcel 109 Reimbursement, tThe County will lend the actual cost not to exceed \$3,100,000 Three Million Four Thousand Six Hundred Ninety-Nine and no/100 Dollars (\$3,004,699.00), for no less than 125 spaces nor more than 175 spaces, 190 spaces of all spaces in the Parking Garage in excess of 250 spaces, at a projected cost of \$22,463.77 Thirteen Thousand Six Hundred Thirty-Six and 36/100 Dollars (\$13,636.36) per space, a security system and a gate-arm entry system, as more fully provided in the Application documentation submitted therefore.

- 4.4 ~~The County loan(s) of the Parking Garage Funds shall be made when sufficient documentation (e.g. permits and contracts) that evidences when the Parking Garage construction will commence is submitted and reviewed in final by the County for sufficiency and completeness, and a mutually acceptable loan agreement executed.~~

The County loan(s) of the Parking Garage Funds for the 190 parking spaces (\$2,590,909) and the security system (\$140,000.00) shall be processed for disbursement within thirty (30) days of execution of this Fourth Amendment, Loan Agreement(s), and Promissory Note(s) by appropriate parties thereto, and the not to exceed amount of Two Hundred Seventy-Three Thousand Seven Hundred Ninety and no/100 Dollars (\$273,790.00) for the gate-arm entry system will be disbursed when appropriate documentation is submitted, duly reviewed by the County, and a Loan Agreement and Promissory Note are executed.

...

- 4.7 In addition and similar to the provisions of the Third Amendment for the Parcel 109 Reimbursement loan, Section 4.7 of the Second Amendment related to the Parking Garage Funds is amended as follows.

The County shall provide a grant(s) on the Parking Garage Funds, as redefined herein, loan(s) up to the amount(s) of the original Parking Garage Funds loan(s) if both of the following conditions are met: 1) all Parking Garage improvements (parking garage, security system, and gate-arm entry system) associated with the loan(s) are completed within five (5) years from the effective date of this

~~Second~~ Fourth Amendment or lesser timeframe, if any, provided in the Library Agreement, and 2) the City/CRA demonstrates that the County's share of the revenue generated by the net increase in the tax base due to specific private redevelopment projects within the Dania Beach RCP Redevelopment Area boundaries over 20 years (measured from the effective date of the First Amendment dated February 21, 2006) is expected to equal or exceed the amount of the original Parking Garage Funds loan(s).

4.7.1 If conditions 1) and 2) of Section 4.7 are met, the Parking Garage Funds loan(s) shall convert to a grant(s), through formal request by the City/CRA, as follows: 1) one-third of the amount of the loan(s) or one-third of the County's share of the revenue generated by the expected net increase in the tax base due to specific private redevelopment project(s), whichever is less, will convert to a grant(s) at the time of the approval of the requisite permitting for the private redevelopment project(s), and appropriate documentation of the completion of the associated Parking Garage improvements (parking garage, security system and gate-arm entry system); 2) an additional one-third of the amount of the loan(s) or one-third of the County's share of the revenue generated by the expected net increase in the tax base due to specific private redevelopment project(s), whichever is less, will convert to grant(s) at the time when the City/CRA provides documentation to the County that 50% of the total project floors are erected; and, 3) the remaining one-third of the amount of the loan(s) or one-third of the County's share of the revenue generated by the expected net increase in the tax base due to specific private redevelopment project(s), whichever is less, will convert to a grant(s) at the time of the completion of the private redevelopment project(s) evidenced by the issuance of all applicable Certificates of Occupancy.

4.8 In addition and similar to the provisions of the Third Amendment, Section 4.8 of the Second Amendment is amended as follows.

If conditions 1) and 2) of Section 4.7 herein are not met, the Parking Garage Funds loan(s), as redefined by this Fourth Amendment, must be repaid to the Redevelopment Capital Program by the City or CRA over a 15-year period commencing at the end of the initial five-year interest-free period, ~~as provided by Section 4.5 herein~~, with interest at the Municipal Market Data (MMD) "A" revenue bond rate as in effect at the time repayment begins. In no event shall the term of the loan(s) exceed twenty (20)



years: five years interest free, and up to 15 years at the MMD "A" revenue bond rate.

- 4.9 In no event shall the total amount of County grant(s) and loan(s) for the Parcel 109 Reimbursement, Parking Garage Funds, as redefined by this Fourth Amendment, and any future project(s) that will be the subject of future application(s) by the CRA to the County and future amendments resulting therefrom, which must be executed on or before February 21, 2011, exceed Six Million Three Hundred Forty-Five Thousand Eight Hundred Sixty-Six and no/100 Dollars (\$6,345,866.00).

...

- 4.11 ~~In addition to the provisions of the Second Amendment as applicable to the Parking Garage Funds loan, t~~The calculation of the net increase in the tax base over 20 years, which is Condition 2 of Section 4.7 herein, is as follows:

4.11.1 The net present value of the County's share of the revenue generated by the net increase in the tax base from all private redevelopment projects within the Dania Beach RCP Redevelopment Area boundaries shall be calculated based on the following parameters:

Estimated Project Value: Project costs (Land & Improvements)

Property Assessment Rate: 85% of Project Cost

Collection Rate: 95%

Property Appreciation Rate: 4%

Payback Term: 20 Years from the effective date of the First Amendment, February 21, 2006, but may be less than 20 years depending on the year the private redevelopment project(s) become part of the tax base.

County Millage: Effective County Millage at the time of grant consideration

Discount Rate: The interest rate from the table of "A" General Obligation yields produced by "Municipal Market Data" and

published in the Bond Buyer for the 20-year maturity in the proposed project financing or funding plan. The actual rate used shall be the interest rate published within five (5) days prior to the date of submittal of the request for grant funds by the City/CRA to the County.

4.11.2 The net increase in the tax base is the difference between the assessed (85%) value of the various redevelopment projects including land and improvements, and the taxable value of the existing property including land and improvements ~~as of the date of this Third Amendment~~. If a property was acquired by the County, the City or the CRA for the purpose of redevelopment, within the last 4 years, the taxable value will be the latest available taxable value increased annually by the growth in the tax base within the Dania Beach RCP Redevelopment Area.

...

4. Section 5 of the Dania Beach Interlocal Agreement, as created by paragraph 8 of the First Amendment, and further amended by paragraph 5 of the Second and Third Amendments, shall remain unchanged and its provisions fully applicable to this Fourth Amendment.
5. Section 6 of the Dania Beach Interlocal Agreement, as created by paragraph 9 of the First Amendment and amended by paragraph 6 of the Second and Third Amendments, shall remain unchanged and its provisions fully applicable to this Fourth Amendment.
6. Section 4.0, MISCELLANEOUS of the Dania Beach Interlocal Agreement, as amended by paragraph 10 of the First Amendment and paragraph 7 of the Second and Third Amendments, as applicable to this Fourth Amendment, is hereby amended to read as follows:

#### 7.0 MISCELLANEOUS

- 7.1 Effective Date: The effective date of this ~~Third~~ Fourth Amendment shall be on the date it is fully executed by the parties.
- 7.2 Joint Preparation: The preparation of this ~~Third~~ Fourth Amendment has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

- 7.3 Merger: The Dania Beach Interlocal Agreement, as amended, incorporates and includes all prior negotiations, correspondence, agreements or understandings applicable to the matter contained herein; and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Interlocal Agreement, as amended, that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all Parties to the Dania Beach Interlocal Agreement, as amended.
- 7.4 Assignment: The respective obligations of the Parties set forth in the Dania Beach Interlocal Agreement, as amended, shall not be assigned, in whole or in part, without the written consent of the other party.
- 7.5 Recordation/Filing: The County Administrator as the Ex-Officio Clerk of the Broward County Board of County Commissioners is hereby authorized and directed after approval of this ~~Third~~ Fourth Amendment, by the governing body of the City/CRA and the County and the execution thereof by the duly qualified and authorized officers of each of the Parties hereto to file the Dania Beach Interlocal Agreement, and amendments thereto, with the Clerk of Broward County, Florida, as required by Section 163.01(11), Florida Statutes.
- 7.6 Contract Administrators: The Contract Administrators for the Dania Beach Interlocal Agreement and amendments thereto are the Dania Beach City Manager, or designee, and the County Administrator, or designee. In the implementation of the terms and conditions of the Dania Beach Interlocal Agreement, as amended, as contrasted with matters of policy specifically established by the respective commissioners through resolutions and/or ordinances, all parties may rely upon instructions or determinations made by the respective Contract Administrators.
- 7.7 Notices: Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier evidenced by a delivery receipt, facsimile evidenced by a delivery receipt, or by an overnight express delivery service evidenced by a delivery receipt, addressed

to the party for whom it is intended at the place last specified; and the place for giving notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this section. For the present, the Parties designate the following as the respective places for giving notice. Notice shall be effective upon delivery as evidenced by a delivery receipt.

FOR COUNTY: County Administrator  
Broward County Governmental Center  
115 South Andrews Avenue  
Fort Lauderdale, FL 33301

With a copy to: Environmental Protection and Growth  
Management Department  
Room 329B, Governmental Center  
115 South Andrews Avenue  
Fort Lauderdale, FL 33301

FOR CITY: City Manager  
City of Dania Beach  
100 West Dania Beach Boulevard  
Dania Beach, FL 33004

With a copy to: City Clerk  
City of Dania Beach  
100 West Dania Beach Boulevard  
Dania Beach, FL 33004

FOR CRA: City Clerk  
City of Dania Beach  
100 West Dania Beach Boulevard  
Dania Beach, FL 33304

7.8. Governing Law and Venue: The Dania Beach Interlocal Agreement and amendments thereto shall be governed, construed and controlled according to the laws of the State of Florida without regard to its conflict of laws provision. Any claim, objection or dispute arising out of the terms of the Dania Beach Interlocal Agreement and amendments thereto shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

7.9 Severability: In the event a portion of the Dania Beach Interlocal Agreement and amendments thereto is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the City and/or the CRA or the County elect to terminate the Dania Beach Interlocal Agreement.

An election to terminate the Dania Beach Interlocal Agreement, as amended, based upon this provision shall be made within seven (7) calendar days after the court's determination becomes final. For the purposes for this section, "final" shall mean the expiration of time within which to file an appeal or the conclusion of any appellate proceeding and the granting of an order. In such event, the Parties agree to cooperate fully with the other to effectuate a smooth transaction of services.

- 7.10 Amendments: Except as expressly authorized in the Dania Beach Interlocal Agreement or amendments thereto, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as the Dania Beach Interlocal Agreement and executed by the Parties.
- 7.11 Third Party Beneficiaries: Neither City, County nor CRA intend that any person shall have cause of action against either of them as a third party beneficiary under the Dania Beach Interlocal Agreement or amendments thereto. Therefore, the Parties agree that there are no third party beneficiaries to the Dania Beach Interlocal Agreement and that no third party shall be entitled to assert a claim against either of them based upon the Dania Beach Interlocal Agreement or amendments thereto. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under the Dania Beach Interlocal Agreement or amendments thereto.
- 7.12 Force Majeure: Unless otherwise governed by the Dania Beach Interlocal Agreement or amendments thereto, or by federal or state law or regulations, neither party shall be obligated to perform under the Dania Beach Interlocal Agreement or amendments thereto, if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, act of God, riot or civil commotion, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense. In no event shall lack of funds on the part of either party be deemed Force Majeure. Either party desiring to rely upon such a cause shall, when the cause arises, give prompt written notice thereof to the other party and, when the cause ceases to exist, shall give prompt written notice thereof to the other party. Both parties agree to use their best efforts to minimize the effects of such cause that would give rise to the operation of this provision.

- 7.13 Nondiscrimination: The decision of the Parties hereto regarding the delivery of services under the Dania Beach Interlocal Agreement or amendments thereto, shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.
- 7.14 Gender: Whenever any words are used in the Dania Beach Interlocal Agreement or amendments thereto, in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply, and whenever any words are used in this Interlocal Agreement or amendments thereto in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply.
- 7.15 The Parties shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in performing any services pursuant to this Interlocal Agreement or amendments thereto.
- 7.16 The Parties agree that an extraordinary majority vote (4/5) of the Dania City Commission and the CRA, as applicable, shall be required in order to institute any eminent domain proceeding or to acquire any property exceeding the appraised value within the Community Redevelopment area.
- 7.17 That in the event of any conflict or ambiguity by and between the terms and provisions of this ~~Third~~ Fourth Amendment to the original Dania Beach Interlocal Agreement and the original Dania Beach Interlocal Agreement, First Amendment ~~or~~, Second Amendment or Third Amendment thereto, the terms and provisions of this ~~Third~~ Fourth Amendment shall control to the extent of any such conflict or ambiguity.
- 7.18 That the original Dania Beach Interlocal Agreement, as amended by the First Amendment, Second Amendment ~~and~~, Third Amendment and Fourth Amendment thereto, executed by the Parties shall remain in full force and effect except as specifically amended herein.
- 7.19 This Fourth Amendment may be executed in up to four (4) counterparts, each of which shall be deemed to be an original.

- 7.20 The City and/or the CRA shall reasonably encourage the participation of, and utilization of, small and minority businesses, specifically, but not limited to, a financial advisor, bond counsel, underwriters' counsel and underwriting services in the development of the redevelopment projects of the City.

(Remainder of page intentionally left blank)

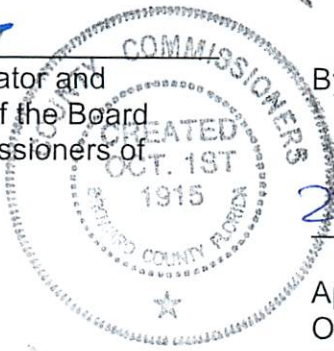
IN WITNESS WHEREOF, the Parties hereto have made and executed this FOURTH AMENDMENT to the Interlocal Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 28 day of September, 2010; and the CITY OF DANIA BEACH, signing by and through its Mayor, duly authorized to execute same and the DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY, signing by and through its Chair, duly authorized to execute same.

COUNTY

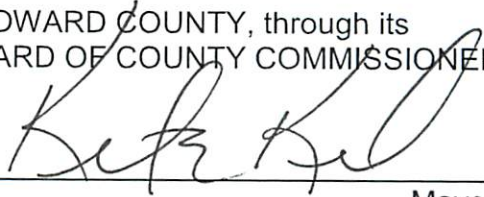
ATTEST:

*for* 

County Administrator and  
Ex-Officio Clerk of the Board  
of County Commissioners of  
Broward County

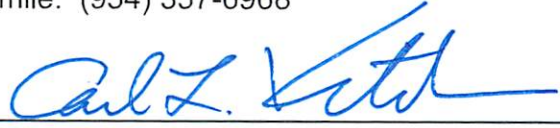


BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

By  Mayor

28 day of September, 2010

Approved as to form by:  
Office of County Attorney  
Broward County, Florida  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Facsimile: (954) 357-6968

By 

Assistant County Attorney

15th day of September, 2010



FOURTH AMENDMENT TO INTERLOCAL AGREEMENT AMONG BROWARD  
COUNTY, CITY OF DANIA BEACH AND DANIA BEACH COMMUNITY  
REDEVELOPMENT AGENCY

CITY OF DANIA BEACH

ATTEST:

*Louise Stilson*  
City Clerk

*[Signature]*  
City Manager



DANIA BEACH, through its

By *[Signature]*  
\_\_\_\_\_, Mayor-Commissioner

14 day of SEPTEMBER, 2010

Approved as to form:

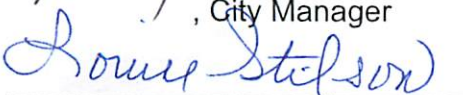
By *[Signature]*  
\_\_\_\_\_, City Attorney

14 day of SEPTEMBER, 2010

FOURTH AMENDMENT TO INTERLOCAL AGREEMENT AMONG BROWARD  
COUNTY, CITY OF DANIA BEACH AND DANIA BEACH COMMUNITY  
REDEVELOPMENT AGENCY

COMMUNITY REDEVELOPMENT AGENCY

WITNESSES:

  
\_\_\_\_\_  
City Manager  
  
\_\_\_\_\_  
City Clerk

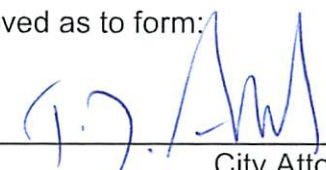
DANIA BEACH COMMUNITY  
REDEVELOPMENT AGENCY

By  \_\_\_\_\_  
Chairman

14 day of SEPTEMBER, 2010



Approved as to form:

By  \_\_\_\_\_  
City Attorney

14 day of SEPTEMBER, 2010

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## FIFTH AMENDMENT TO DANIA BEACH INTERLOCAL AGREEMENT

This is the Fifth Amendment to the Dania Beach Interlocal Agreement ("Fifth Amendment"), made this 8th day of February, 2011, by and between the following:

Broward County, Florida  
a political subdivision of the State of Florida  
(the "County"),

and

City of Dania Beach, Florida, a municipal  
corporation under the laws of the State of  
Florida (the "City"),

and

The Dania Beach Community Redevelopment  
Agency, or its successor, a public body  
corporate and politic (the "CRA").

WHEREAS, on April 20, 2004, the County, the City and the CRA entered into an Interlocal Agreement ("Dania Beach Interlocal Agreement" or "Interlocal Agreement") pursuant to which it was agreed that the County method of investment in any redevelopment activities proposed by the City and/or the CRA, during the term of the Interlocal Agreement and any amendments thereto, and pursuant to the adopted Dania Beach Community Redevelopment Plan, would be implemented pursuant to the requirements and criteria of the funding program, established by the County, known as the Redevelopment Capital Program ("RCP"); and

WHEREAS, pursuant to the Interlocal Agreement, the basis of any amendment and extension to the term of the Interlocal Agreement would be the submission by the City and/or the CRA to the County, of a proposed community redevelopment project(s) within the term of the Interlocal Agreement and the successful negotiations by and between the City, the CRA and the County pertaining to same; and

WHEREAS, pursuant to the Interlocal Agreement, the basis of any amendment will include an implementation schedule and critical path timeline for the proposed community redevelopment project(s);

WHEREAS, on February 21, 2006, the County, the City and the CRA entered into the First Amendment to the Dania Beach Interlocal Agreement (the "First Amendment"), pursuant to which the County agreed to fund by way of one or more loans which, subject to the terms and conditions thereof, could be converted to grant(s), for certain infrastructure improvements as described in the First Amendment within the

Dania Beach RCP Redevelopment Area up to the total amount of Six Million Three Hundred Forty-five Thousand Eight Hundred Sixty-six and no/100 Dollars (\$6,345,866.00) from the RCP; and

WHEREAS, the City and/or the CRA thereafter subsequently proceeded to complete the infrastructure improvements identified in the First Amendment, utilizing its own funds and other funding sources, and did not utilize any of the Six Million Three Hundred Forty-five Thousand Eight Hundred Sixty-six and no/100 Dollars (\$6,345,866.00) from the RCP committed under the First Amendment; and

WHEREAS, the City and the CRA then identified additional projects or improvements to replace those identified in the First Amendment, and sought to utilize the funds committed under the First Amendment for such purposes; and

WHEREAS, the City and the CRA then sought funding for the additional projects, specifically, for the reimbursement of the costs of acquisition of the property commonly known as Parcel 109, in the amount of Two Million Three Hundred Thirty-four Thousand Two Hundred and no/100 Dollars (\$2,334,200.00) (the "Parcel 109 Reimbursement") and funding for a portion of a parking structure or garage, related to new private redevelopment, in the amount not to exceed Three Million One Hundred Thousand and no/100 Dollars (\$3,100,000.00), adjacent to City Hall and the Library, which funds are hereinafter referred to as the "Parking Garage Funds," together with such future project(s) that would be the subject of future application(s) by the CRA to the County and future amendments resulting therefrom, provided such future amendments are executed on or before February 22, 2011, not to exceed the total sum of Six Million Three Hundred Forty-five Thousand Eight Hundred Sixty-six and no/100 Dollars (\$6,345,866.00) contemplated by the First Amendment; and

WHEREAS, the County, the City, and the CRA, having negotiated the parameters for such Parking Garage Funds and the terms and conditions thereof, following Board approval on February 24, 2009, entered into the Second Amendment to Dania Beach Interlocal Agreement (the "Second Amendment") to effectuate the same; and

WHEREAS, pursuant to the Second Amendment, the Board approved funding not to exceed Three Million One Hundred Thousand and no/100 Dollars (\$3,100,000.00) to fund approximately 138 parking spaces, but not less than 125 nor more than 175, in a parking structure/garage. The RCP funds were to be provided as a five-year interest-free loan(s) which could convert to a grant(s) with conditions similar to those for the Parcel 109 Reimbursement, which funding has been addressed in the Third Amendment to the Dania Beach Interlocal Agreement (the "Third Amendment") entered into on March 24, 2009, by and between the County, the City and the CRA; and

WHEREAS, the funding and implementation requirements of the Third Amendment have been completed; and

WHEREAS, with respect to the Second Amendment, while the previously approved funding for the Parking Garage Funds was not to exceed Three Million One Hundred Thousand and no/100 Dollars (\$3,100,000.00) for approximately 138 parking spaces, but not less than 125 nor more than 175, in the parking structure/garage, which spaces were to be in addition to the 250 spaces for use by the Library and City Hall, the CRA, on July 20, 2010, requested RCP funding for an additional 15 spaces, which raised the total number of spaces in support of private redevelopment from 175 to 190 spaces in a new parking structure of 440 total spaces; and

WHEREAS, on September 28, 2010, the County, the City and the CRA entered into the Fourth Amendment to the Dania Beach Interlocal Agreement (the "Fourth Amendment") to provide funding for the proportional cost of the 190 parking spaces in the new parking structure of 440 spaces, in the amount of Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 Dollars (\$2,590,909.00), which amount was disbursed by the County upon approval and execution of the Fourth Amendment and contemporaneous execution of a Loan Agreement and Promissory Note, based on similar loan-to-grant conversion provisions, with a 5-year interest-free mechanism, to those already provided in the First Amendment, the Second Amendment (Parking Garage Funds, as amended by the Fourth Amendment) and the Third Amendment (Parcel 109 Reimbursement now completed); and

WHEREAS, on July 20, 2010, the CRA also requested RCP funding related to the parking garage for a security system and gate-arm entry system; and

WHEREAS, the Fourth Amendment also provided for a loan convertible to a grant for the parking garage security system in the amount of One Hundred Forty Thousand and no/100 Dollars (\$140,000.00), based on similar loan-to-grant conversion provisions, with a 5-year interest-free mechanism, to those already provided in the First Amendment, the Second Amendment (Parking Garage Funds, as amended by the Fourth Amendment) and the Third Amendment (Parcel 109 Reimbursement now completed) and which amount was disbursed by the County upon approval and execution of the Fourth Amendment and contemporaneous execution of a Loan Agreement and Promissory Note; and

WHEREAS, the County will not, to date, disburse any RCP funds for the gate-arm entry system until the City and the CRA have provided sufficient documentation, which documentation includes an executed contract(s), to support a loan convertible to a grant for the subject gate-arm entry system in an amount not to exceed Two Hundred Seventy-three Thousand Seven Hundred Ninety and no/100 Dollars (\$273,790.00), based on similar loan-to-grant conversion provisions, with a 5-year interest-free mechanism, similar to those already provided in the First Amendment, the Second Amendment (Parking Garage Funds, as amended by the Fourth Amendment) the Third Amendment (Parcel 109 Reimbursement now completed), and the Fourth Amendment and which amount will be processed for disbursement by the County upon review of such documentation and execution of a Loan Agreement and Promissory Note, which



shall occur within ninety (90) days of the effective date of this Fifth Amendment or the City and CRA agree to relinquish claim to said funding; and

WHEREAS, the term of the Interlocal Agreement, as amended, expires on February 22, 2011, the County, the City and the CRA hereby agree that the balance of the RCP funds allotted by the County, in the amount of One Million Six Thousand Nine Hundred Sixty-seven and no/100 Dollars (\$1,006,967.00), plus any funds remaining if the actual cost of the gate-arm entry system is less than the not-to-exceed commitment of \$273,790 or if the gate-arm entry system contract is not signed within ninety (90) days of this Fifth Amendment, shall remain with the County, and the City and the CRA shall have no further claim to such monies after February 22, 2011; and

WHEREAS, notwithstanding the expiration of the Interlocal Agreement and amendments thereto, the Loan Agreements and Promissory Notes executed by and among the County, the City and CRA pursuant thereto shall survive and establish provisions for repayment or conversion to grants.

WITNESSETH, that for and in consideration of the mutual covenants and agreements contained herein, the County, the City and the CRA agree as follows:

1. The truth and accuracy of each "WHEREAS" clause set forth above is acknowledged by the parties and the recitals contained are incorporated herein.
2. Section 1.8 of the Dania Beach Interlocal Agreement is hereby amended to read as follows:
  - 1.8 The total County funding amount from the Redevelopment Capital Program payable to the CRA, for the Parcel 109 Reimbursement and Parking Garage Funds, as redefined pursuant to ~~this~~ the Fourth Amendment, together with the security system and gate-arm entry system and such future project(s) that will be the subject of future application(s) by the CRA to the County and future amendments resulting therefrom, provided such future amendments are executed on or before February 24 22, 2011, shall not exceed the sum of Six Million Three Hundred Forty-five Thousand Eight Hundred Sixty-six and no/100 Dollars (\$6,345,866.00). All amounts paid by the County shall continue to be deposited into the Redevelopment Trust Fund established by the City or the CRA and expended solely as authorized by the Act and the Interlocal Agreement, as amended.

Since the term of the Dania Beach Interlocal Agreement and all five amendments thereto expires on February 22, 2011, unless a new public improvement has been presented to the County for approval and disbursement of funds as of February 22, 2011, the County, the City, and the CRA hereby agree that the balance of the RCP funds allotted by the County, in the amount of One Million Six Thousand Nine Hundred Sixty-

seven and no/100 Dollars (\$1,006,967.00), plus any funds remaining if the actual cost of the gate-arm entry system is less than the not-to-exceed commitment of \$273,790 or if the gate-arm entry system contract is not signed within ninety (90) days of execution of this Fifth Amendment, shall remain with the County, and the City and the CRA shall have no further claim to such monies, except for the not-to-exceed commitment of Two Hundred Seventy-three Thousand Seven Hundred Ninety and no/100 Dollars (\$273,790.00) for the gate-arm entry system, after February 22, 2011.

3. Section 4 of the Dania Beach Interlocal Agreement, as created by paragraph 7 of the First Amendment, and as further amended by the Second, ~~and Third, and Fourth~~ Amendments, and in addition and similar to the provisions of the Third Amendment, is hereby further amended and supplemented to read, specifically regarding the Parking Garage Funds pursuant to the provisions of the Second ~~and Fourth~~ Amendments, as follows:

#### 4.0 COUNTY FUNDING OF INFRASTRUCTURE IMPROVEMENTS

- 4.1 The Parking Garage Funds, as defined in the Second Amendment, with funding for the actual cost not to exceed Three Million One Hundred Thousand and no/100 Dollars (\$3,100,000.00) for approximately 138 spaces, but not less than 125 spaces nor more than 175 spaces, which spaces are in addition to 250 spaces for use by the Library and City Hall, are hereby redefined to include an additional 15 spaces, which raises the total number of parking spaces in support of private redevelopment from 175 to 190 spaces in a parking structure of 440 spaces. Based on a lower per space cost, the proportional cost of the 190 spaces is Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 Dollars (\$2,590,909.00), which ~~will be processed for disbursement was~~ disbursed by the County upon approval of ~~this the~~ the Fourth Amendment and execution of an appropriate Loan Agreement(s) and Promissory Note(s). In addition to this amount, the Parking Garage Funds ~~shall include~~ includes an additional One Hundred Forty Thousand and no/100 Dollars (\$140,000.00), requested by the City/CRA, for a security system for the parking garage, ~~to be processed for disbursement which was disbursed~~ upon approval of this the Fourth Amendment and execution of an appropriate Loan Agreement(s) and Promissory Note(s), and further, shall include an amount equal to the actual cost not to exceed Two Hundred Seventy-three Thousand Seven Hundred Ninety and no/100 Dollars (\$273,790.00) for a gate-arm entry system, to be disbursed by the County after appropriate documentation is presented, including a contract signed within ninety (90) days of execution of this Fifth Amendment, duly reviewed by the County, together with execution



of this Fifth Amendment and an additional Loan Agreement(s) and Promissory Note.

The differential between the initial County commitment for the Parking Garage Funds of Three Million One Hundred Thousand and no/100 Dollars (\$3,100,000.00) and the funding for the now redefined Parking Garage Funds totaling Three Million Four Thousand Six Hundred Ninety-nine and no/100 Dollars (\$3,004,699.00), is Ninety-five Thousand Three Hundred One and no/100 Dollars (\$95,301.00), which sum shall be added to the Nine Hundred Eleven Thousand Six Hundred Sixty-six and no/100 Dollars (\$911,666.00) differential remaining after the Third Amendment, totaling One Million Six Thousand Nine Hundred Sixty-seven and no/100 Dollars (\$1,006,967.00), plus any funds remaining if the actual cost of the gate-arm entry system is less than the not-to-exceed commitment of \$273,790 or if the gate-arm entry system contract is not signed within ninety (90) days of this Fifth Amendment, and shall be available to the CRA for future projects that will be the subject of future application(s) by the CRA to the County and future amendments resulting therefrom, provided such future amendments must be executed on or before February 21, 2011. Should the actual cost of the gate-arm entry system be less than the not to exceed amount of Two Hundred Seventy-Three Thousand Seven Hundred Ninety and no/100 Dollars (\$273,790.00), the difference will be added to the amount available to the CRA for future projects.

Since the term of the Dania Beach Interlocal Agreement and all five amendments thereto expires on February 22, 2011, unless a new public improvement has been presented to the County for approval and disbursement of funds as of February 22, 2011, the County, the City and the CRA hereby agree that the balance of the RCP funds allotted by the County, in the amount of One Million Six Thousand Nine Hundred Sixty-seven and no/100 Dollars (\$1,006,967.00), plus any funds remaining if the actual cost of the gate-arm entry system is less than the not-to-exceed commitment of \$273,790 or if the gate-arm entry system contract is not signed within ninety (90) days of this Fifth Amendment, shall remain with the County, and the City and the CRA shall have no further claim to such monies, except for the not-to-exceed commitment of Two Hundred Seventy-three Thousand Seven Hundred Ninety and no/100 Dollars (\$273,790.00) for the gate-arm entry system, after February 22, 2011.

...

- 4.4 The County loan(s) of the Parking Garage Funds for the 190 parking spaces (\$2,590,909) and the security system (\$140,000.00)

~~shall be processed for disbursement~~ were disbursed within thirty (30) days of execution of ~~this the~~ Fourth Amendment, and applicable Loan Agreements and Promissory Notes by appropriate parties thereto, and the not to exceed amount of Two Hundred Seventy-three Thousand Seven Hundred Ninety and no/100 Dollars (\$273,790.00) for the gate-arm entry system will be disbursed when appropriate documentation is submitted, including a contract signed within ninety (90) days of execution of this Fifth Amendment, duly reviewed by the County, and this Fifth Amendment, a Loan Agreement and Promissory Note are executed by appropriate parties.

...

- 4.9 Pursuant to Section 1.8 herein, in no event shall the total amount of County grants and loans for the Parcel 109 Reimbursement, Parking Garage Funds, as redefined by the Fourth Amendment and this Fifth Amendment, and any future project(s) that will be the subject of future application(s) by the CRA to the County and future amendments resulting therefrom, which must be executed on or before February 21, 2011, exceed Six Million Three Hundred Forty-five Thousand Eight Hundred Sixty-six and no/100 Dollars (\$6,345,866.00) Five Million Three Hundred Thirty-eight Thousand Eight Hundred Ninety-nine and no/100 Dollars (\$5,338,899.00).

...

- 4.13 The County, the City, and the CRA agree that all loans approved for funding through the Redevelopment Capital Program – Two Million Three Hundred Thirty-four Thousand Two Hundred and no/100 Dollars (\$2,334,200.00) for acquisition of Parcel 109; Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 Dollars (\$2,590,909.00) for one hundred ninety (190) spaces in the Parking Garage; and One Hundred Forty Thousand and no/100 Dollars (\$140,000.00) for the security system - shall be amended. The loan amendments and loan agreement for the gate-arm entry system (to be executed in the future, if a contract is signed within ninety (90) days of execution of this Fifth Amendment) shall provide for full conversion(s) to grant(s), or partial conversion(s) to grant(s) if the County's share of the expected revenue generated by the net increase in the tax base from private redevelopment project(s) is less than the original loan amount(s), due to either partial completion of a specific private redevelopment project(s), or completion of a specific private redevelopment project(s) that does not generate expected County revenue equal to the full amount of the original loan. The

amount(s) converted to grant(s) may not exceed the County's share of the expected revenue generated by the net increase in the tax base from the specific private redevelopment project(s). Further, the City and CRA must make formal request to the County for a loan-to-grant conversion(s) and provide sufficient documentation to support the conversion(s) to grant(s). Contemporaneously with this Fifth Amendment, all Loan Agreements and Promissory Notes shall be amended, as applicable, to document this understanding.

4.14 The County, the City and the CRA further understand that a conversion(s) from a loan(s) to a grant(s) may occur at any time during the 20-year loan period. However, should the conversion take place after the 5-year interest-free period and repayment has begun, the conversion to a grant(s) is only for the outstanding loan balance (defined as the original loan less any conversions and repayments) at the time of conversion, and interest accrued to that date must be paid to the County. All interest paid shall be retained by County. Contemporaneously with this Fifth Amendment, all Loan Agreements and Promissory Notes shall be amended, as applicable, to document this understanding.

4. Section 5 of the Dania Beach Interlocal Agreement, as created by paragraph 8 of the First Amendment, and further amended by paragraph 5 of the Second and Third Amendments, shall remain unchanged and its provisions fully applicable to this the Fourth Amendment and this Fifth Amendment.
5. Section 6 of the Dania Beach Interlocal Agreement, as created by paragraph 9 of the First Amendment and amended by paragraph 6 of the Second and Third Amendments, shall remain unchanged and its provisions fully applicable to this the Fourth Amendment and this Fifth Amendment.
6. Section 4.0, MISCELLANEOUS of the Dania Beach Interlocal Agreement, as amended by paragraph 10 of the First Amendment and paragraph 7 of the Second, and Third and Fourth Amendments, as applicable to this ~~Fourth~~ Fifth Amendment, is hereby amended to read as follows:

#### 7.0 MISCELLANEOUS

- 7.1 Effective Date: The effective date of this ~~Fourth~~ Fifth Amendment shall be on the date it is fully executed by the parties.
- 7.2 Joint Preparation: The preparation of this ~~Fourth~~ Fifth Amendment has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

...

- 7.5 Recordation/Filing: The County Administrator as the Ex-Officio Clerk of the Broward County Board of County Commissioners is hereby authorized and directed after approval of this ~~Fourth~~ Fifth Amendment, by the governing body of the City/CRA and the County and the execution thereof by the duly qualified and authorized officers of each of the Parties hereto to file the Dania Beach Interlocal Agreement, and amendments thereto, with the Clerk of Broward County, Florida, as required by Section 163.01(11), Florida Statutes.

...

- 7.17 That in the event of any conflict or ambiguity by and between the terms and provisions of this ~~Fourth~~ Fifth Amendment to the original Dania Beach Interlocal Agreement and the original Dania Beach Interlocal Agreement, First Amendment ~~or~~, Second Amendment ~~or~~ Third Amendment, or Fourth Amendment thereto, the terms and provisions of this ~~Fourth~~ Fifth Amendment shall control to the extent of any such conflict or ambiguity.
- 7.18 That the original Dania Beach Interlocal Agreement, as amended by the First Amendment, Second Amendment ~~and~~, Third Amendment, and Fourth Amendment, and Fifth Amendment thereto, executed by the Parties shall remain in full force and effect except as specifically amended herein.
- 7.19 This ~~Fourth~~ Fifth Amendment may be executed in up to four (4) counterparts, each of which shall be deemed to be an original.

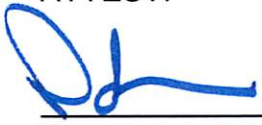
...

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IN WITNESS WHEREOF, the Parties hereto have made and executed this FIFTH AMENDMENT to the Interlocal Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 8<sup>th</sup> day of February, 2011; and the CITY OF DANIA BEACH, signing by and through its Mayor, duly authorized to execute same and the DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY, signing by and through its Chair, duly authorized to execute same.

COUNTY

ATTEST:

for   
County Administrator and  
Ex-Officio Clerk of the Board  
of County Commissioners of  
Broward County



BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

By   
Mayor

22<sup>nd</sup> day of February, 2011

Approved as to form by:  
Andrew J. Meyers  
Interim County Attorney  
Office of County Attorney  
Broward County, Florida  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Facsimile: (954) 357-6968

By   
Carl L. Kitchner  
Assistant County Attorney

18<sup>th</sup> day of February, 2011

FIFTH AMENDMENT TO INTERLOCAL AGREEMENT AMONG BROWARD COUNTY,  
CITY OF DANIA BEACH AND DANIA BEACH COMMUNITY REDEVELOPMENT  
AGENCY

CITY OF DANIA BEACH

ATTEST:

DANIA BEACH, through its

Lorrie Stilson

City Clerk

[Signature]

City Manager



By Charles D. McElroy  
Mayor-Commissioner

16 day of FEBRUARY, 2011  
Approved as to form:

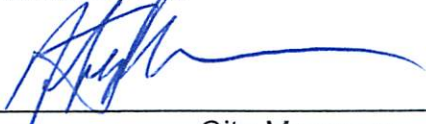
By T. J. [Signature]  
City Attorney

16 day of February, 2011

FIFTH AMENDMENT TO INTERLOCAL AGREEMENT AMONG BROWARD COUNTY,  
CITY OF DANIA BEACH AND DANIA BEACH COMMUNITY REDEVELOPMENT  
AGENCY

COMMUNITY REDEVELOPMENT AGENCY

WITNESSES:

  
\_\_\_\_\_, City Manager  
  
\_\_\_\_\_, City Clerk

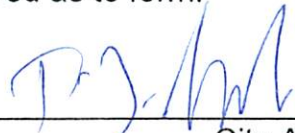


DANIA BEACH COMMUNITY  
REDEVELOPMENT AGENCY

By \_\_\_\_\_, Chairman

16 day of FEBRUARY, 2011

Approved as to form:

By \_\_\_\_\_, City Attorney

16 day of February, 2011





## **EXHIBIT “B”**

Promissory Note

U.S. \$2,590,909.00

Fort Lauderdale, Florida  
January 25, 2011

### PROMISSORY NOTE

FOR VALUE RECEIVED the undersigned, the CITY OF DANIA BEACH, FLORIDA, a municipal corporation under the laws of the State of Florida, and the DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY, or its successor, a public body corporate and politic ("BORROWERS"), promise to pay to the order of BROWARD COUNTY, FLORIDA, a political subdivision of the State of Florida (the "LENDER") located at Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, the principal sum of Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 DOLLARS (\$2,590,909.00), (the "Principal") plus interest (the "Interest") on the Principal after the end of the initial five (5) year interest-free period as defined in Section two (2) below:

So long as no default has occurred in the Note, Interest shall be payable at the Municipal Market Data MMD "A" revenue bond rate as in effect at the time repayment begins. Upon default in this Note, Interest shall be payable at the per annum rate of eighteen percent (18%). Interest shall accrue and be payable on an actual 360-day basis.

1. This Note evidences a Loan by LENDER to BORROWERS for the sole purpose of funding through the Broward County Redevelopment Capital Program for funds for 190 spaces of the parking garage structure, in support of private redevelopment, which spaces are in excess of the 250 spaces for Library and City Hall uses, and which are expected to spur private redevelopment and are at an actual cost

of Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 Dollars (\$2,590,909.00), based on a projected cost of Thirteen Thousand Six Hundred Thirty-six and 36/100 Dollars (\$13,636.36) per space.

2. This Note evidences a Loan by LENDER to BORROWERS upon the terms and subject to the terms and conditions set forth in the Dania Beach Interlocal Agreement, as amended by the Fourth Amendment, which Fourth Amendment is attached and made a part hereof as Exhibit "A" to the First Amendment to Loan Agreement accompanying this Note.

3. This Note replaces and supersedes the previous Note executed by BORROWERS on September 14, 2010, which Note was for the same, sole purpose of funding through the Broward County Redevelopment Capital Program for 190 spaces of the parking garage structure, in support of private redevelopment, which spaces are in excess of the 250 spaces for Library and City Hall uses, and which are expected to spur private redevelopment and are at the same actual cost of Two Million Five Hundred Ninety Thousand Nine Hundred Nine Dollars (\$2,590,909.00), based on a projected cost of Thirteen Thousand Six Hundred Thirty-six and 36/100 Dollars (\$13,636.36) per space. The terms and conditions of the First amendment to Loan Agreement shall govern herein.

4. The outstanding principal of the Note shall be due and payable as follows:
- (a) No payments of interest or principal of the Loan shall be due within the first five (5) years from the Effective Date of the original Loan Agreement. In the event that the Loan does not convert to a grant because the conditions stated in Section 2 of the First Amendment

to Loan Agreement have not been met, the Loan shall be repaid to the LENDER by the BORROWERS over a fifteen (15) year period commencing at the end of the initial five (5) year interest free period, with the interest rate at the Municipal Market Data MMD "A" revenue bond rate as in effect at the time repayment begins. In this case, the maturity date shall be twenty (20) years or less from the Effective Date of the original Loan Agreement. In no event, shall the term of the Loan exceed twenty (20) years; five (5) years interest free, and up to fifteen (15) years at the MMD "A" revenue bond rate. One payment of Principal and Interest shall be made on or before September 30<sup>th</sup> of each year of the fifteen (15) year period, commencing September 30, 2016. An equal amount of Principal, plus the interest accrued for the year, shall become payable on each September 30, commencing September 30, 2016.

- (b) This Note also provides, in furtherance of the conditions stated in Section 2 of the accompanying First Amendment to Loan Agreement, that there can be a full or partial conversion(s) to grant(s) of the Loan throughout the term of the Loan. The resulting amended loan amount would be the difference between the full amount of the original Loan and the partial loan amount(s) converted to a grant(s). If any loan-to-grant conversion occurs after the 5-year interest free period and repayment has begun pursuant to the terms herein, the amount available for conversion to a grant

is the outstanding loan balance (defined as the original Loan less any conversions and repayments) at the time of conversion, and interest accrued to that date shall be paid to the County. All interest shall be retained by County.

- (c) This Note may be prepaid in whole or in part without penalty. Any prepayment shall be accompanied by an amount equal to the interest accrued thereon to the date of receipt of such prepayment in collected funds.

5. All payments hereunder shall be made to LENDER's office at: Broward County Environmental Protection and Growth Management Department, 115 South Andrews Avenue, Room 329B, Fort Lauderdale, Florida, 33301, or such other place as LENDER may from time to time designate in writing.

6. This Note shall be in default if any payment of Principal or Interest due hereunder, and/or under the Loan Agreement, as amended, dated as of the date of this Note, from BORROWERS to LENDER, is not paid as and when due, or if any event of default occurs simultaneously, as such term is defined in the accompanying First Amendment to Loan Agreement being entered into hereto. Upon default in this Note, the LENDER, at its option, may declare the entire unpaid Principal balance of this Note, together with accrued Interest, to be immediately due and payable without notice or demand. In addition to payments of Interest and Principal, if there is a default in this Note, the LENDER shall be entitled to recover from the BORROWER all of the LENDER's costs of collection, including the LENDER's attorneys' fees and expenses

(whether for services incurred in collection, litigation, or otherwise), and all other costs incurred in connection therewith.

7. BORROWERS severally, irrevocably and unconditionally agree:

- (a) that any suit, action or other legal proceeding arising out of or relating to this Note may be brought at the option of the LENDER, in a court of record of the State of Florida in Broward County, in the United States District Court for the Southern District of Florida or in any other court of competent jurisdiction; and
- (b) consent to the jurisdiction of each such court in any such suit, action or proceeding; and
- (c) waive any objection which it or they may have to the loss of revenue of any such suit, action or proceeding in any such courts.

8. All remedies and enforcement rights of the LENDER shall be cumulative, and may be pursued separately or together as against the BORROWERS and LENDER may resort to any one or more of the remedies afforded under this Note or Loan Agreement, the Uniform Commercial Code of Florida, or under the laws of Florida, neither to the exclusion of the others.

9. BORROWERS and LENDER hereby knowingly, irrevocably, voluntarily and intentionally waive any right to a trial by jury in respect of any action, proceeding, defense or counterclaim based on the Loan Agreement, as amended, or arising out of, under or in connection with the First Amendment to Loan Agreement, this accompanying Note to the First Amendment to Loan Agreement, or any other security document, or any course of conduct, course of dealing, statements (whether verbal or

written) or actions of any party hereto or to any security document. This provision is a material inducement for BORROWERS and LENDER entering into the subject transaction.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, BORROWERS, CITY OF DANIA BEACH, FLORIDA, and DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY, have executed this Note.

BORROWERS

WITNESSES:

CITY OF DANIA BEACH, FLORIDA

Robert Baldwin  
Print Name: Robert Baldwin

C. K. McElyea  
C. K. McElyea, Mayor

Thomas J. Ansbro  
Print Name: Thomas J. Ansbro

STATE OF FLORIDA )

COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 25 day of January, 2011, by C. K. McElyea, as Mayor, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Louise Stilson  
Print Name: LOUISE STILSON  
Notary Public, State of Florida at Large  
Commission No. \_\_\_\_\_

My Commission Expires:





BORROWERS

WITNESSES:

DANIA BEACH COMMUNITY  
REDEVELOPMENT AGENCY

Robert Baldwin  
Print Name: Robert Baldwin

C. K. McElyea  
C. K. McElyea, Chairman

Thomas J. Ansbro  
Print Name: Thomas J. Ansbro

STATE OF FLORIDA )

COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 25 day of January, 2011, by C. K. McElyea, as Chairman, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Louise Stilson  
Print Name: LOUISE STILSON  
Notary Public, State of Florida at Large  
Commission No. \_\_\_\_\_

My Commission Expires



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1/24/11  
#11-053

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~~FIRST~~ SECOND AMENDMENT TO LOAN AGREEMENT

THIS ~~FIRST~~ SECOND AMENDMENT TO LOAN AGREEMENT is made and entered into as of the 4<sup>th</sup> day of March, ~~2011~~ 2014, by and between the City of Dania Beach, Florida, a municipal corporation under the laws of the State of Florida, whose post office address is 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, and the Dania Beach Community Redevelopment Agency, or its successor, a public body corporate and politic ("Borrowers"), whose post office address is 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, and Broward County, Florida (the "Lender"), a political subdivision of the State of Florida, whose post office address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301.

RECITALS

A. ~~Borrowers have submitted~~ On February 22, 2011, Borrowers and Lender entered into a First Amendment to Loan Agreement that was recorded in Official Records Book 47745, Page 1000, of the Public Records of Broward County, Florida, regarding the documentation submitted by Borrowers to obtain County funding through the Broward County Redevelopment Capital Program for a portion of a parking structure or garage, in support of private redevelopment, adjacent to the Dania Beach City Hall and Library. The documentation supports funding for 190 spaces of the parking garage structure, which spaces are in excess of the 250 spaces for Library and City Hall uses, and which are expected to spur private redevelopment and are at an actual cost of Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 Dollars (\$2,590,909.00) (based on the projected cost of Thirteen Thousand Six Hundred Thirty-six and 36/100 Dollars (\$13,636.36) per space). The Lender ~~has~~ agreed to make

Coding:

Words in ~~struck-through~~ type are deletions from existing text. Words in underscored type are additions.

Approved BOC 4/19/13 #7  
submitted to Co. Planning Office  
[Signature]

nk

~~FIRST~~ SECOND AMENDMENT TO LOAN AGREEMENT

THIS ~~FIRST~~ SECOND AMENDMENT TO LOAN AGREEMENT is made and entered into as of the 4<sup>th</sup> day of March, 2011 2014, by and between the City of Dania Beach, Florida, a municipal corporation under the laws of the State of Florida, whose post office address is 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, and the Dania Beach Community Redevelopment Agency, or its successor, a public body corporate and politic ("Borrowers"), whose post office address is 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, and Broward County, Florida (the "Lender"), a political subdivision of the State of Florida, whose post office address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301.

RECITALS

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Coding:            Words in ~~struck-through~~ type are deletions from existing text. Words in underscored type are additions.

a Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 Dollars (\$2,590,909.00) loan ("the Parking Garage Loan" or the "Loan") to the Borrowers, which Loan shall be evidenced by a Promissory Note, as amended by the Amended and Restated Note (the "Note") from Borrowers in favor of Lender.

B. Lender is willing to provide such Loan to Borrowers upon the terms and subject to the conditions set forth in the Dania Beach Interlocal Agreement, as amended, which Interlocal Agreement and Amendments are ~~attached hereto and made a part hereof as Exhibit "A,"~~ recorded as Composite Exhibit "A" in Official Records Book 50203, Page 606, of the Public Records of Broward County, Florida, (the "ILA") and the conditions hereinafter set forth.

C. Lender is willing to provide such Loan to Borrowers upon the condition that the proceeds shall be used by Borrowers solely for the 190 spaces of the parking garage structure, in excess of the 250 spaces required for Library and City Hall uses, and as further provided and defined in the Fourth Amendment and Fifth Amendment to the Dania Beach Interlocal Agreement.

D. Borrowers and Lender, pursuant to the Fifth Amendment to the Dania Beach Interlocal Agreement, have further agreed to include and clarify how the original Loan can convert to a grant(s), in whole or in part, in the event that the County's share of the expected revenue generated by the net increase in the tax base from specific private redevelopment project(s) is less than the original loan amount, due to either partial completion of a specific private redevelopment project(s), or completion of a specific private redevelopment project(s) that does not generate expected County revenue equal to the full amount of the original Loan. Borrowers shall make formal

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request to the Lender for a loan-to-grant conversion(s) and provide sufficient documentation to support a loan-to-grant conversion(s).

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

1. Recitals. The Recitals hereinabove contained are true and correct and are made a part hereof.

2. Loan. The Loan shall be evidenced by a ~~Premissory Note~~ (the "Note"), in the form attached hereto as Exhibit ~~"B."~~ "A." The Note shall be funded in one lump sum and shall evidence the Loan. The proceeds of the Loan shall be used by Borrowers solely for the actual costs of or the reimbursement thereof, the 190 spaces of the parking garage structure in excess of the 250 spaces required for Library and City Hall uses, in the amount of Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 Dollars (\$2,590,909.00), as provided for in ~~Exhibit "A"~~ the ILA.

Lender shall provide a grant on the Parking Garage Loan up to the amount of the original Parking Garage Loan if both of the following conditions are met: 1) the Parking Garage is completed within five (5) years from the ~~E~~effective ~~D~~date of the Fourth Amendment to the Dania Beach Interlocal Agreement, or such lesser timeframe if any, provided in the Library Agreement (it being acknowledged that completion of the parking garage has already occurred), and 2) the City/CRA demonstrates that the County's share of the revenue generated by the net increase in the tax base due to specific private redevelopment projects within the Dania Beach RCP Redevelopment Area boundaries over twenty (20) years (measured from the effective date of the First

Coding: Words in ~~struck-through~~ type are deletions from existing text. Words in underscored type are additions.

Amendment to the Dania Beach Interlocal Agreement, dated February 21, 2006) is expected to equal or exceed the amount of the original Parking Garage Loan. If conditions 1) and 2) above are met, the Parking Garage Loan shall convert to a grant through formal request by the Borrowers in accordance with the terms outlined in ~~Exhibit "A" attached hereto~~ the ILA.

If condition 1) in the above paragraph and pursuant to ~~Exhibit "A"~~ the ILA is met, but with respect to condition 2) referenced, the County's share of the revenue generated by the net increase in the tax base due to specific private redevelopment project(s) is expected to be less than the full amount of the original Loan due to either completion of only a portion of said project(s), or completion of a specific private redevelopment project(s) that does not generate expected County revenue equal to the full amount of the original Loan, a "partial" loan-to-grant conversion may take place for an amount that is expected to equal the County's share of the revenue generated by the net increase in the tax base due to said completed portions of project(s).

If a "partial" loan-to-grant conversion(s) takes place, the resulting amended loan amount will be the difference between the full amount of the original Loan and the partial loan amount(s) converted to a grant(s). A loan-to-grant conversion for the full amount of the original Loan also may occur with one payment, at the time of completion of the private redevelopment project(s), with appropriate Certificate of Occupancy documentation. "Full" or partial" loan-to-grant conversion(s) of the original Loan may also occur at any time during the term of the original Loan. However, if any loan-to-grant conversion(s) occurs after the ~~58~~-year interest-free period and repayment has begun, as defined in Section 3 hereinbelow, the amount available for conversion to a

Coding: Words in ~~struck-through~~ type are deletions from existing text. Words in underscored type are additions.

grant(s) is the outstanding loan balance (defined as the original Loan less any conversions and repayments) at the time of conversion, and interest accrued to that date shall be paid to the County. All interest paid shall be retained by County.

3. Principal/Interest on the Loan. No payments of interest on or principal of the Loan, or amendments thereof, shall be due within the first ~~five (5)~~ eight (8) years from the ~~E~~ffective Date of the original Loan Agreement, dated September 28, 2010. In the event that the original Loan, or amended Loan, does not convert to a grant, because the conditions stated in Section 2 hereinabove have not been met, the Parking Garage Loan shall be repaid to Lender by the Borrowers over a fifteen (15) year period commencing at the end of the initial ~~five (5)~~ eight (8) year interest-free period, with the interest rate at the Municipal Market Data MMD "A" revenue bond rate as in effect at the time repayment begins. In this case, the maturity date shall be ~~twenty-three (20)~~ (23) years or less from the Effective Date of the original Loan Agreement. In no event shall the term of the original or amended Loan exceed ~~twenty-three (20)~~ (23) years: ~~five (5)~~ eight (8) years interest-free, and up to fifteen (15) years at the MMD "A" revenue bond rate. One payment of principal and interest shall be made on or before September 30<sup>th</sup> of each year of the fifteen (15) year period, commencing September 30, ~~2016~~ 2019. An equal amount of principal, plus the interest accrued for the year, shall become payable on each September 30, commencing September 30, ~~2016~~ 2019.

4. Defaults and Remedies. The occurrence of any one or more of the following events shall constitute an event of default:

- i. The proceeds of the Loan, as amended, in whole or any part thereof, are not used by Borrowers for the specific purpose stated herein and in

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accordance with the terms of ~~Exhibit "A" hereto~~ the ILA.

- ii. Any representation or warranty made by the Borrowers in connection with the making of the Loan, as amended, by the Lender shall prove to be false or misleading in any material respect.
- iii. Failure to pay the amounts due under the Note, which failure shall continue for a period of ten (10) days after notice thereof is provided to Borrowers.
- iv. Entry of a final judgment against Borrowers or their agents which materially adversely affects the financial condition of the Borrowers and remains unsatisfied after thirty (30) days of the same becoming final, or the institution of any litigation against Borrowers or its agents which contests the validity of the ~~Dania Beach Interlocal Agreement~~ ILA, as amended, this Loan Agreement, as amended, or the ~~Promissory~~ Note that is not dismissed or otherwise resolved within ninety (90) days thereafter.

5. Remedies Upon Default. Should any one or more defaults occur or exist, Lender shall in addition to such rights available to Lender pursuant to the terms of ~~Exhibit "A," to wit: the Dania Beach Interlocal Agreement, as amended~~ the ILA, have the right to accelerate the maturity of the entire principal balance due under the Note and shall have the right, upon ten (10) days written notice, to enforce collection of the entire indebtedness evidenced by the Note including interest, cost and fees by and through any of the remedies herein contained, or by and through any remedies afforded and permitted under the Note, the Uniform Commercial Code, or the laws of the State of Florida. Failure to declare a default, or a failure or withholding of any action to enforce

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collection of its obligation by virtue of such default, shall not constitute a waiver of any such event of default on the part of Lender. Any waiver by Lender of an event of default shall not be construed and shall not constitute a waiver of any other or subsequent event of default, it being understood that each event of default shall be and constitute a separate and independent event or act of default, for which Lender may accelerate the indebtedness of Borrowers and, at its election and option, proceed to enforce collection thereof.

All remedies and enforcement rights of the Lender shall be cumulative, and may be pursued separately or together as against the Borrowers, and Lender may resort to any one or more of the remedies afforded under this Loan Agreement, as amended, the Note, the Uniform Commercial Code of Florida, or under the laws of Florida, neither to the exclusion of the other.

6. Agreement to Pay Attorneys' Fees and Expenses. In the event the Borrowers shall default under any of the provisions of this Loan Agreement, as amended, and the Lender should employ attorneys or incur other expenses for the collection of the payments due under this Loan Agreement, as amended, or the enforcement of performance or observance of any obligation or agreement on the part of the Borrowers herein contained, the Borrowers agree to pay to the Lender the reasonable fees and expenses of such attorneys and such other expenses so incurred by the Lender.

7. Miscellaneous.

(a) Effective Date. Effective date of this ~~First~~ Second Amendment to Loan Agreement shall mean the date upon which the last party to this ~~First~~

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Second Amendment to Loan Agreement has executed same in accordance with the formalities imposed upon such entity required by Florida law.

(b) Notices. Notices shall be given by each party at the addresses set forth below and shall be deemed to have been sufficiently given or served for all purposes of the same as follows: All notices required to be given by mail will be given by first class, registered or certified mail postage prepaid, return receipt requested, or by private courier service which provides evidence of delivery, or sent by facsimile which produces evidence of transmission, confirmed by first class mail, postage prepaid, and in each case shall be deemed to have been given on the date evidenced by the postal or courier receipt or other written evidence of delivery or electronic transmission, addressed in the manner aforesaid. Any party may, by providing notice in the manner set forth in this section, change its address for purposes of this section.

FOR COUNTY: County Administrator  
Broward County Governmental Center  
115 S. Andrews Avenue  
Fort Lauderdale, FL 33301

With a copy to: Environmental Protection and  
Growth Management Department  
Room 329B, Broward County Governmental  
Center  
115 South Andrews Avenue  
Fort Lauderdale, FL 33301

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FOR CITY: City Manager  
City of Dania Beach  
100 West Dania Beach Boulevard  
Dania Beach, FL 33004

With a copy to: City Clerk  
City of Dania Beach  
100 West Dania Beach Boulevard  
Dania Beach, FL 33004

FOR CRA: Dania Beach Community  
Redevelopment Agency  
Executive Director  
City of Dania Beach  
100 West Dania Beach Boulevard  
Dania Beach, FL 33004

(c) Severability. If any provision of this Loan Agreement, as amended, shall be held or deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative, or unenforceable to any extent whatsoever.

(d) Execution of Counterparts. This Loan Agreement, as amended, may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

(e) Governing Law. This Loan Agreement, as amended, shall be governed exclusively by and construed in accordance with the applicable laws of the State of Florida. The venue for any proceeding hereunder shall be accorded appropriate jurisdiction in Broward County, Florida.

(f) This Loan Agreement, as amended, shall be binding upon, and shall inure to the benefit of, the respective successors and assigns of the

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parties hereto.

8. Waiver of Jury Trial

Borrowers and Lender hereby knowingly, irrevocably, voluntarily and intentionally waive any right to a trial by jury in respect of any action, proceeding, defense or counterclaim based on this Loan Agreement, as amended, or arising out of, under or in connection with this Loan Agreement, as amended, the Note, or any other security document, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party hereto or to any security document. This provision is a material inducement for Borrowers and Lender entering into the subject transaction.

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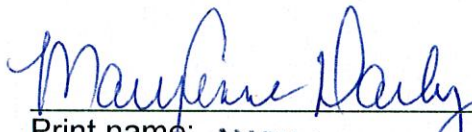
Coding: Words in ~~struck-through~~ type are deletions from existing text. Words in underscored type are additions.

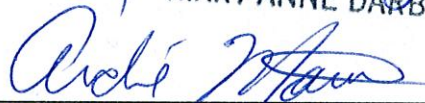
IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment to Loan Agreement on the respective dates under each signature: BROWARD COUNTY, signing by and through its County Administrator, authorized to execute same by Board action on the 19 day of November, 2013; the CITY OF DANIA BEACH, signing by and through its City Manager, duly authorized to execute same, and the DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY, signing by and through its Executive Director, duly authorized to execute same.

**COUNTY**

**LENDER**

**WITNESSES:**

  
Print name: MARY ANNE DARBY

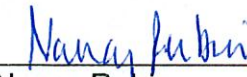
  
Print name: ANDRE MORRELL

BROWARD COUNTY, through its  
COUNTY ADMINISTRATOR

By   
Bertha Henry  
County Administrator

19 day of March, 2014

Approved as to form by  
Joni Armstrong Coffey  
County Attorney  
Broward County, Florida  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-6968

By   
Nancy Rubin  
Assistant County Attorney

4 day of March, 2014



NAR/gmb  
02/12/14  
#14-053  
Loan Agreement Parking Spaces Settlement.doc

SECOND AMENDMENT TO LOAN AGREEMENT AMONG BROWARD COUNTY,  
CITY OF DANIA BEACH AND DANIA BEACH COMMUNITY REDEVELOPMENT  
AGENCY

CITY OF DANIA BEACH

BORROWERS

ATTEST:

Rorine Stilson  
City Clerk



CITY OF DANIA BEACH, through its

By [Signature]  
City Manager

14 day of FEBRUARY, 2014

Approved as to form:

By [Signature]  
City Attorney

13th day of February, 2014

SECOND AMENDMENT TO LOAN AGREEMENT AMONG BROWARD COUNTY,  
CITY OF DANIA BEACH AND DANIA BEACH COMMUNITY REDEVELOPMENT  
AGENCY

DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

BORROWERS

WITNESSES:

Louise Stilson

Tom Schneider

DANIA BEACH COMMUNITY  
REDEVELOPMENT AGENCY

By

Jeremy Earle, ASLA, AICP  
Executive Director

13 day of February, 2014

**EXHIBIT "A"**  
**AMENDED AND RESTATED PROMISSORY NOTE (COPY)**



U.S. \$2,590,909.00

Fort Lauderdale, Florida  
February 14, 2014

AMENDED AND RESTATED PROMISSORY NOTE

WHEREAS, on January 25, 2011, the undersigned, the CITY OF DANIA BEACH, FLORIDA, a municipal corporation under the laws of the State of Florida, and the DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY, or its successor, a public body corporate and politic ("BORROWERS") executed a promissory note (the "Note") to the order of BROWARD COUNTY, FLORIDA, a political subdivision of the State of Florida (the "LENDER") in the principal sum of TWO MILLION FIVE HUNDRED NINETY THOUSAND NINE HUNDRED NINE AND NO/100 DOLLARS (\$2,590,909.00); and

WHEREAS, BORROWERS and LENDER desire to amend the terms of the loan agreement setting forth the conditions and requirements of the loan from LENDER to BORROWER (the "Loan") as evidenced by the Note; and

WHEREAS, the Note is hereby amended and restated as follows.

FOR VALUE RECEIVED the undersigned, BORROWERS, promise to pay to the order of LENDER, located at Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, the principal sum of TWO MILLION FIVE HUNDRED NINETY THOUSAND NINE HUNDRED NINE AND NO/100 DOLLARS (\$2,590,909.00), (the "Principal") plus interest (the "Interest") on the Principal after the end of the initial ~~five (5)~~ eight (8) year interest-free period as defined in Section ~~two (2)~~ four (4) below (the Promissory Note as amended and restated shall be referred to as the "Amended and Restated Note"):

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So long as no default has occurred in the Amended and Restated Note, Interest shall be payable at the Municipal Market Data MMD "A" revenue bond rate as in effect at the time repayment begins. Upon default in this Amended and Restated Note, Interest shall be payable at the per annum rate of eighteen percent (18%). Interest shall accrue and be payable on an actual 360-day basis.

1. This Amended and Restated Note evidences a Loan by LENDER to BORROWERS for the sole purpose of funding through the Broward County Redevelopment Capital Program for funds for 190 spaces of the parking garage structure, in support of private redevelopment, which spaces are in excess of the 250 spaces for Library and City Hall uses, and which are expected to spur private redevelopment and are at an actual cost of Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 Dollars (\$2,590,909.00), based on a projected cost of Thirteen Thousand Six Hundred Thirty-six and 36/100 Dollars (\$13,636.36) per space.

2. This Amended and Restated Note evidences a Loan by LENDER to BORROWERS upon the terms and subject to the terms and conditions set forth in the Dania Beach Interlocal Agreement, as amended ~~by the Fourth Amendment, which Fourth Amendment is attached~~ and recorded as Composite Exhibit "A" in Official Records Book 50203, Page 606, of the Public Records of Broward County, Florida, and ~~as made a part hereof as Exhibit "A" to the First Amendment to Loan Agreement accompanying this Note.~~

3. This Amended and Restated Note amends and restates the Promissory Note executed by BORROWERS on January 25, 2011, that ~~replaces and supersedes~~

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the previous Note executed by BORROWERS on September 14, 2010, which Notes ~~was~~ were for the same, sole purpose of funding through the Broward County Redevelopment Capital Program for 190 spaces of the parking garage structure, in support of private redevelopment, which spaces are in excess of the 250 spaces for Library and City Hall uses, and which are expected to spur private redevelopment and are at the same actual cost of Two Million Five Hundred Ninety Thousand Nine Hundred Nine Dollars (\$2,590,909.00), based on a projected cost of Thirteen Thousand Six Hundred Thirty-six and 36/100 Dollars (\$13,636.36) per space. The terms and conditions of the First ~~Second~~ aAmendment to Loan Agreement shall govern herein.

4. The outstanding principal of the Amended and Restated Note shall be due and payable as follows:

- (a) No payments of interest or principal of the Loan shall be due within the first ~~five~~ (5) eight (8) years from September 28, 2010, the ~~E~~effective ~~D~~date of the original Loan Agreement. In the event that the Loan does not convert to a grant because the conditions stated in Section 2 of the First ~~Second~~ Amendment to Loan Agreement have not been met, the Loan shall be repaid to the LENDER by the BORROWERS over a fifteen (15) year period commencing at the end of the initial ~~five~~ (5) eight (8) year interest free period, with the interest rate at the Municipal Market Data MMD "A" revenue bond rate as in effect at the time repayment begins. In this case, the maturity date shall be twenty-three ~~(20)~~ (23) years or less from the ~~E~~effective ~~D~~date of the original Loan Agreement. In no event, shall

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the term of the Loan exceed twenty~~-three~~ (20) (23) years; five~~-(5)~~ eight (8) years interest free, and up to fifteen (15) years at the MMD "A" revenue bond rate. One payment of Principal and Interest shall be made on or before September 30<sup>th</sup> of each year of the fifteen (15) year period, commencing September 30, ~~2016~~ 2019. An equal amount of Principal, plus the interest accrued for the year, shall become payable on each September 30, commencing September 30, ~~2016~~ 2019.

- (b) This Amended and Restated Note also provides, in furtherance of the conditions stated in Section 2 of the accompanying First Second Amendment to Loan Agreement, that there can be a full or partial conversion(s) to grant(s) of the Loan throughout the term of the Loan. The resulting amended loan amount would be the difference between the full amount of the original Loan and the partial loan amount(s) converted to a grant(s). If any loan-to-grant conversion occurs after the ~~58~~-year interest free period and repayment has begun pursuant to the terms herein, the amount available for conversion to a grant is the outstanding loan balance (defined as the original Loan less any conversions and repayments) at the time of conversion, and interest accrued to that date shall be paid to the County. All interest shall be retained by County.
- (c) This Amended and Restated Note may be prepaid in whole or in part without penalty. Any prepayment shall be accompanied by an \_\_\_\_\_

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amount equal to the interest accrued thereon to the date of receipt of such prepayment in collected funds.

5. All payments hereunder shall be made to LENDER's office at: Broward County Environmental Protection and Growth Management Department, 115 South Andrews Avenue, Room 329B, Fort Lauderdale, Florida, 33301, or such other place as LENDER may from time to time designate in writing.

6. This Amended and Restated Note shall be in default if any payment of Principal or Interest due hereunder, and/or under the Second Amendment to Loan Agreement, as amended, dated as of the date of this Amended and Restated Note, from BORROWERS to LENDER, is not paid as and when due, or if any event of default occurs simultaneously, as such term is defined in the accompanying ~~First~~ Second Amendment to Loan Agreement being entered into hereto. Upon default in this Amended and Restated Note, the LENDER, at its option, may declare the entire unpaid Principal balance of this Amended and Restated Note, together with accrued Interest, to be immediately due and payable without notice or demand. In addition to payments of Interest and Principal, if there is a default in this Amended and Restated Note, the LENDER shall be entitled to recover from the BORROWER all of the LENDER's costs of collection, including the LENDER's attorneys' fees and expenses (whether for services incurred in collection, litigation, or otherwise), and all other costs incurred in connection therewith.

7. BORROWERS severally, irrevocably and unconditionally agree:

(a) that any suit, action or other legal proceeding arising out of or relating to this Amended and Restated Note may be brought at the

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- option of the LENDER, in a court of record of the State of Florida in Broward County, in the United States District Court for the Southern District of Florida or in any other court of competent jurisdiction; and
- (b) consent to the jurisdiction of each such court in any such suit, action or proceeding; and
  - (c) waive any objection which it or they may have to the loss of revenue of any such suit, action or proceeding in any such courts.

8. All remedies and enforcement rights of the LENDER shall be cumulative, and may be pursued separately or together as against the BORROWERS and LENDER may resort to any one or more of the remedies afforded under this Amended and Restated Note or Loan Agreement, as amended, the Uniform Commercial Code of Florida, or under the laws of Florida, neither to the exclusion of the others.

9. BORROWERS and LENDER hereby knowingly, irrevocably, voluntarily and intentionally waive any right to a trial by jury in respect of any action, proceeding, defense or counterclaim based on the Loan Agreement, as amended, or arising out of, under or in connection with the First Amendment to Loan Agreement, the Second Amendment to Loan Agreement, this accompanying Amended and Restated Note to the First Second Amendment to Loan Agreement, or any other security document, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party hereto or to any security document. This provision is a material inducement for BORROWERS and LENDER entering into the subject transaction.

IN WITNESS WHEREOF, BORROWERS, CITY OF DANIA BEACH, FLORIDA, and DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY, have executed this Amended and Restated Note.

BORROWERS

WITNESSES:

Judith Felicethy  
Judith Felicethy  
Print Name:

Tom Schneider  
Print Name: Tom Schneider

CITY OF DANIA BEACH, FLORIDA

Walter Duke  
Print Name:

STATE OF FLORIDA )

COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 14 day of FEBRUARY, 2014, by WALTER DUKE, as MAYOR, who is personally known to me or who has produced as identification.

Louise Stilson  
Print Name: Louise Stilson  
Notary Public, State of Florida at Large  
Commission No. FF064221

My Commission Expires:



BORROWERS

WITNESSES:

Judith Felicetty  
Judith Felicetty

Print Name:

Tom Schneider  
Print Name: Tom Schneider

DANIA BEACH COMMUNITY  
REDEVELOPMENT AGENCY

WALTER DUKE  
Print Name: WALTER DUKE

STATE OF FLORIDA )

COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 19 day of FEBRUARY, 2014, by WALTER DUKE, as CRA CHAIRMAN, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Louise Stilson

Print Name: LOUISE STILSON  
Notary Public, State of Florida at Large  
Commission No. FF 064221

My Commission Expires:



NAR/gmb  
02/12/14  
#14-053

Promissory Note Parking Space Settlement.doc



**THIRD AMENDMENT TO LOAN AGREEMENT BETWEEN  
BROWARD COUNTY, THE CITY OF DANIA BEACH,  
AND THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY**

This is the Third Amendment ("Third Amendment") to the Loan Agreement, made and entered into by and between Broward County, a political subdivision of the State of Florida, hereinafter referred to as "County" or "Lender," the City of Dania Beach, hereinafter referred to as "City," a municipal corporation under the laws of the State of Florida, and the Dania Beach Community Redevelopment Agency, or its successor, a public body corporate and politic, hereinafter referred to as "CRA." City and CRA are collectively referred to as the "Borrowers." County, City, and CRA are collectively referred to as the "parties."

**RECITALS**

- A. Pursuant to an Interlocal Agreement, as amended, dated April 20, 2004, and recorded as Composite Exhibit "A" in Official Records Book 50203, Page 606, of the Public Records of Broward County, Florida (the "ILA"), Lender and Borrowers entered into a loan agreement on September 28, 2010, providing Two Million Five Hundred Ninety Thousand Nine Hundred and Nine Dollars (\$2,590,909.00) (the "Loan") for the reimbursement costs associated with construction of a portion of a parking structure ("Loan Agreement").
- B. The parties entered into the First Amendment to the Loan Agreement on February 22, 2011, as recorded in Official Records Book 47745, Page 1000, of the Public Records of Broward County, Florida, regarding the documentation submitted by Borrowers to obtain County funding through the Broward County Redevelopment Capital Program.
- C. The parties entered into the Second Amendment to the Loan Agreement on March 4, 2014, as recorded in Official Records Book 50595, Page 1804, of the Public Records of Broward County, Florida, to include and clarify the process for loan-to-grant conversion.
- D. Lender has determined that Borrowers are in compliance with the requirements of the ILA regarding loan-to-grant conversions. Specifically, County's share of revenue generated by the net increase in the tax base of the Dania Beach Community Redevelopment Area boundaries over twenty (20) years is calculated to be One Million Eight Hundred Seventy-Five Thousand and Fifteen Dollars (\$1,875,015.00) and surplus conversion dollars are calculated to be Ninety-Four Thousand and Eighteen Dollars (\$94,018.00), for a total of One Million Nine Hundred Sixty-Nine Thousand Thirty-Three Dollars (\$1,969,033.00).
- E. The parties desire to convert One Million Nine Hundred Sixty-Nine Thousand Thirty-Three Dollars (\$1,969,033.00) of the Two Million Five Hundred Ninety Thousand Nine Hundred

and Nine Dollars (\$2,590,909.00) loaned to Borrowers under the Loan Agreement to a grant.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The above recitals and representations set forth above in the Recitals of this Third Amendment to the Loan Agreement are true and correct and are incorporated herein by reference.

2. Article 2, "Loan," is hereby amended to read as follows:

Loan. The Loan shall be evidenced by the Note in the form attached hereto as Exhibit "A." The Note shall be funded in one lump sum and shall evidence the Loan. The proceeds of the Loan shall be used by Borrowers solely for the actual costs of or the reimbursement thereof, the 190 spaces of the parking garage structure in excess of the 250 spaces required for Library and City Hall uses, in the amount of **Six Hundred Twenty One Thousand Eight Hundred Seventy-Six Dollars (\$621,876.00), which amount represents the partial loan-to-grant conversion of One Million Nine Hundred Sixty-Nine Thousand Thirty-Three Dollars (\$1,969,033.00) from original loan balance of** Two Million Five Hundred Ninety Thousand Nine Hundred Nine Dollars (\$2,590,909.00), as provided for in the ILA.

3. The Amended and Restated Promissory Note is amended as follows in Exhibit "A" to this Third Amendment to the Loan Agreement.

4. Except as amended herein, all other terms and conditions of the Loan Agreement, as amended by the First Amendment and Second Amendment, shall remain in full force and effect.

5. In the event of any conflict or ambiguity by and between the terms and provisions of this Third Amendment and the Loan Agreement, as amended by the First Amendment and Second Amendment, the terms and provisions of this Third Amendment shall control to the extent of any such conflict or ambiguity.

6. The effective date of this Third Amendment shall be the date upon which it is fully executed by the parties. This Third Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have made and executed this Third Amendment to the Loan Agreement on the respective dates under each signature: Broward County through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board Action on \_\_\_\_\_ day of \_\_\_\_\_, 2020; the City of Dania Beach, signing by and through its Mayor, duly authorized to execute same; and the Dania Beach Community Redevelopment Agency, signing by and through its Chair, duly authorized to execute same.

BROWARD

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

By: \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By: \_\_\_\_\_  
Damaris Henlon (Date)  
Assistant County Attorney

By: \_\_\_\_\_  
Maite Azcoitia (Date)  
Deputy County Attorney

DYH/  
02 /11/20  
3<sup>rd</sup> Am. Dania Loan Agreement

THIRD AMENDMENT TO LOAN AGREEMENT BETWEEN BROWARD COUNTY, THE CITY OF DANIA BEACH, AND THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

**CITY OF DANIA BEACH**

WITNESSES:

MAYOR

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Print/Type Name

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print/Type Name

THIRD AMENDMENT TO LOAN AGREEMENT BETWEEN BROWARD COUNTY, THE CITY OF DANIA BEACH, AND THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

**DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY**

Witnesses:

\_\_\_\_\_ By \_\_\_\_\_  
Chair

\_\_\_\_\_

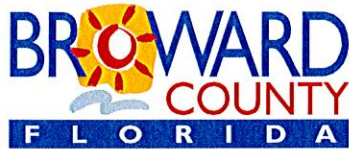
Attest:

\_\_\_\_\_ (SEAL)  
CRA Clerk

Approved as To Form:

\_\_\_\_\_  
CRA Attorney

[This page held for EXHIBIT "A"]



**Housing Finance and Community Redevelopment Division**

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

March 9, 2018

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

**RE: Broward County Redevelopment Capital Program ("RCP") – loan-to-grant conversion of three (3) Loans; Parcel 109 Acquisition (\$2,334,200), New Parking Garage/ Security System (\$140,000), and New Parking Garage / Gate-Arm Entry System (\$273,790)**

Dear Ms. Williams:

Broward County (the "County") has received your February 1, 2017 and subsequent October 24, 2017 letters and application (together, the "Request for Conversion") requesting full, loan-to-grant conversions of three (3) RCP loans. All three loans (the "Loan") were issued by the County to the City of Dania Beach ("Dania Beach") and the Dania Beach Community Redevelopment Agency (the "Dania Beach CRA").

As explained below, the County hereby approves your Request for Conversion subject to the terms and conditions stated herein.

The first Loan, Parcel 109 Acquisition, was for the reimbursement of costs for associated with acquisition of land known as Parcel 109. As you are aware, the County, Dania Beach and the Dania Beach CRA entered into the Loan Agreement dated March 24, 2009, as amended by the First Amendment to Loan Agreement dated February 22, 2011, and the Second Amendment to Loan Agreement dated March 4, 2014, (collectively, the "Loan Agreement"), pursuant to which the County made a **\$2,334,200.00** Loan to Dania Beach and the Dania Beach CRA for the acquisition of Parcel 109. Pursuant to the Second Amendment to Loan Agreement, principal and accrued interest payments are scheduled to begin on March 31, 2018.

The second Loan, New Parking Garage/Security System, was for a security system as part of a parking garage in support of new private redevelopment adjacent to the Dania Beach City Hall and Library. As you are aware, the County, Dania Beach and the Dania Beach CRA entered into the Loan Agreement dated September 28, 2010, as amended by the First Amendment to Loan Agreement dated February 8, 2011, and the Second Amendment to Loan Agreement dated March 4, 2014, (collectively, the "Loan Agreement"), pursuant to which the County made a **\$140,000.00** Loan to Dania Beach and the Dania Beach CRA for a security system as part of a new parking garage. Pursuant to the Second Amendment to Loan Agreement, principal and accrued interest payments are scheduled to begin on September 30, 2019.

The third Loan requested for a full conversion, New Parking Garage/Gate-Arm Entry, was for gate-arm entry system as part of the new parking garage. As you are aware, the County, Dania Beach and the Dania Beach CRA entered into the Loan Agreement dated September 25, 2013, and as amended by the First Amendment to

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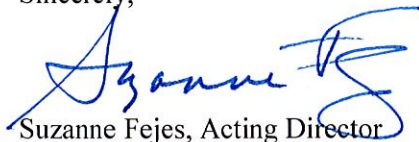
Loan Agreement dated March 4, 2014, (collectively, the "Loan Agreement"), pursuant to which the County made a **\$273,790.00** Loan to Dania Beach and the Dania Beach CRA for the gate-arm entry system as part of the new parking garage. Pursuant to the Second Amendment to Loan Agreement, principal and accrued interest payments are scheduled to begin on August 31, 2022.

The County has reviewed the materials submitted with the Request for Conversion to determine compliance with the requirements of the Interlocal Agreement dated April 20, 2004, by and among the County, Dania Beach, and the Dania Beach CRA, as amended by the First Amendment to Dania Beach Interlocal Agreement dated February 21, 2006, the Second Amendment to Dania Beach Interlocal Agreement dated March 19, 2009, the Third Amendment to Dania Beach Interlocal Agreement dated March 24, 2009, the Fourth Amendment to Dania Beach Interlocal Agreement dated September 28, 2010, the Fifth Amendment to Dania Beach Interlocal Agreement dated February 22, 2011, the Sixth Amendment to Dania Beach Interlocal Agreement also dated February 22, 2011, and the Seventh Amendment to Dania Beach Interlocal Agreement dated March 1, 2011 (collectively, the "Interlocal Agreement"), and has determined that Dania Beach and the Dania Beach CRA are in compliance with the terms of the Interlocal Agreement regarding loan-to-grant conversions. In specific, pursuant to Section 4.7 of the Interlocal Agreement, the County's share of the revenue generated by the net increase in the tax base within the Dania Beach Community Redevelopment Area boundaries over 20 years due to specific private redevelopment projects has been calculated at **\$2,842,008.00** which is an amount greater than the sum of the three (3) loan balances, which total **\$2,747,990.00**. Accordingly, the County hereby approves three (3) loan-to-grant conversions of the full Loan balances detailed above.

As a result of the conversion, a surplus of **\$94,018.00** in conversion dollars is available to be applied to the last, outstanding RCP loan of \$2,590,909, which was for the construction of a new, 190-space parking garage. The County will apply this surplus balance to the next Request for a Loan-to-Grant Conversion by Dania Beach and the Dania Beach CRA.

Please contact me at (954) 357-4912 or [sfejes@broward.org](mailto:sfejes@broward.org), or Glenn Amoruso at (954) 357-6679 or [gamoruso@broward.org](mailto:gamoruso@broward.org), with any questions regarding the terms of this letter.

Sincerely,



Suzanne Fejes, Acting Director  
Housing Finance and Community Redevelopment Division

Cc: Bertha Henry, County Administrator

Henry Snizek, Director, Environmental Protection and Growth Management Dept.

Marci Gelman, Assistant Director, Office of Management and Budget

Stephen Farmer, Finance Manager, Finance and Administrative Services Dept.

Glenn Amoruso, Senior Project Program Coordinator, Housing Finance and Community Redevelopment

Maite Azocoita, County Attorney

Robert Baldwin, City Manager, City of Dania Beach

Nicki Satterfield, Finance Director, City of Dania Beach





**Housing Finance and Community Redevelopment Division**

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

September 17, 2019

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

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

Dear Ms. Williams:

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

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

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

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

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

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

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

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

Sincerely,



Ralph Stone, Director  
Housing Finance and Community Redevelopment Division

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



**Summary Payment Breakdown**

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

### RCP Loan Summary and Amortization Schedule

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

352 Days of Interest on Original Loan Balance

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

### New RCP Loan Summary and Amortization Schedule

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

**13 Days of Interest on New Loan Balance**

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