

DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING
SEPTEMBER 14, 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 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
- 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

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 City Commission 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.

**Instructions for Participating and Viewing
Dania Beach CRA Board Virtual Meeting
September 14, 2020 at 5:30 PM**

Through the City's Website:

Please click the link below:

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/1488694730>

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

+1(773)2319226 (US North)
+1(312)2630281
+1(470)8692200 (US East)
+1(646)3573664
+1(346)9804201
+1(469)4450100 (US South)
+1(623)4049000 (US West)
+1(650)2424929
+1(720)9027700 (US Central)
+1(213)2505700

Enter the meeting ID: 148-869-4730

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
MONDAY, SEPTEMBER 14, 2020 - 5:30 PM

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

LOBBYIST REGISTRATION IS REQUIRED. PRIOR TO ENGAGING IN ANY LOBBYING ACTIVITIES, WHETHER OR NOT COMPENSATION IS PAID OR RECEIVED IN CONNECTION WITH THOSE ACTIVITIES, EACH LOBBYIST SHALL FILE WITH THE CITY CLERK AN ANNUAL REGISTRATION STATEMENT AND PAY AN ANNUAL TWO HUNDRED FIFTY DOLLARS (\$250.00) REGISTRATION FEE FOR EACH PRINCIPAL OR EMPLOYER. REGISTRATION FORMS ARE AVAILABLE ON THE CITY WEBSITE: WWW.DANIABEACHFL.GOV. (ORDINANCE #2012-019; AMENDED BY ORDINANCE #2019-019)

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

**DECORUM POLICY FOR MEETINGS OF THE BOARD OF DIRECTORS OF THE DANIA BEACH COMMUNITY
REDEVELOPMENT AGENCY OF THE CITY OF DANIA BEACH, FLORIDA:**

INDIVIDUALS WHO WISH TO MAKE ANY "CITIZEN'S COMMENTS" UNDER THAT PORTION OF THE CRA BOARD AGENDA, OR WHO OTHERWISE WANT TO ADDRESS THE CRA BOARD, MUST FIRST BE REGISTERED WITH THE CRA SECRETARY (CLERK) (FORMS ARE AVAILABLE OUTSIDE OF THE CITY COMMISSION CHAMBER AND MUST BE GIVEN TO THE CLERK BEFORE THE MEETING). OTHERS WHO WANT TO ADDRESS THE CRA BOARD ON ANY MATTERS MUST FIRST BE RECOGNIZED BY THE CHAIR. ALL SUCH PERSONS MUST USE THE PODIUM IN THE COMMISSION CHAMBER. NO MORE THAN ONE PERSON AT A TIME MAY ADDRESS THE CRA BOARD FROM THE PODIUM. COMMENTS ARE ONLY TO BE MADE TO THE CRA BOARD AND ARE NOT TO BE DIRECTED TO THE AUDIENCE OR CRA STAFF.

NO INDIVIDUAL SHALL MAKE ANY SLANDEROUS OR UNDULY REPETITIVE REMARKS, OR ENGAGE IN ANY OTHER FORM OF BEHAVIOR THAT DISRUPTS OR IMPEDES THE ORDERLY CONDUCT OF THE MEETING, AS DETERMINED BY THE CHAIR. NO INDIVIDUAL MAY SPEAK DIRECTLY TO OR ADDRESS THE CHAIR, BOARD MEMBER OR CRA STAFF. COMMENTS ARE TO BE ONLY DIRECTED TO THE CRA BOARD AS A WHOLE. NO CLAPPING, APPLAUDING, HECKLING OR VERBAL OUTBURSTS IN SUPPORT OF OR OPPOSITION TO A SPEAKER OR HIS OR HER REMARKS SHALL BE PERMITTED. NO SIGNS OR PLACARDS SHALL BE PERMITTED IN THE COMMISSION CHAMBER.

IF ANY PERSON'S CONDUCT AS DETERMINED BY THE CHAIR IS FOUND TO BE DISRUPTIVE OR INTERFERES WITH THE ORDERLY CONDUCT OF THE MEETING, THE PERSON MAY BE ASKED BY THE CHAIR TO LEAVE THE COMMISSION CHAMBER; IF THE PERSON DOES NOT LEAVE AND THE CONDUCT PERSISTS, THE CITY POLICE DEPARTMENT WILL BE REQUESTED TO ESCORT THE INDIVIDUAL FROM THE COMMISSION CHAMBER.

ALL CELLULAR TELEPHONES ARE TO BE SILENCED DURING THE MEETING. ALL PERSONS EXITING THE COMMISSION CHAMBER SHALL DO SO QUIETLY. (RESOLUTION #2020-CRA-006)

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

4. PRESENTATIONS

5. CONSENT AGENDA

1. Minutes: None
2. Travel Requests: None
3. RESOLUTION NO. 2020-CRA-012

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA, ADOPTING THE FINAL ESTIMATES OF REVENUE AND EXPENDITURES FOR THE FISCAL YEAR COMMENCING ON OCTOBER 1, 2020, AND ENDING ON SEPTEMBER 30, 2021; APPROPRIATING FUNDS AS MAY BE NEEDED OR DEEMED NECESSARY TO DEFRAY EXPENDITURES AND LIABILITIES OF THE CRA FOR THE FISCAL YEAR; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

4. RESOLUTION NO. 2020-CRA-013

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CRA BOARD TO DELEGATE THEIR AUTHORITY TO THE EXECUTIVE DIRECTOR FOR PERSONNEL MATTERS AND PERSONNEL DECISIONS FOR CRA EMPLOYEES, EXCEPTING THOSE RELATED TO CREATION AND FUNDING OF NEW CRA POSITIONS AND THOSE RELATED TO THE EXECUTIVE DIRECTOR POSITION, RETROACTIVE TO FEBRUARY 9, 2009; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

6. PROPOSALS AND BIDS

7. DISCUSSION AND POSSIBLE ACTION

1. Art of Community Grant - artistic markers

8. BOARD MEMBER COMMENTS

9. INFORMATION ITEMS

10. ADJOURNMENT

Memorandum

To: Chair, Vice Chair and Board of Directors
From: Rickelle Williams, Executive Director
Date: September 14, 2020
Re: **Administrative Report**

1. Update on Executive Director Search

The CRA Executive Director position was advertised on Tuesday, August 25, 2020. The job posting closes on Tuesday, September 15, 2020. As of this agenda's publication date, twenty-one (21) candidates have applied for the position. The following steps are forthcoming:

- The CRA Executive Director will meet with the Vice Chair Odman (the CRA Board-appointed liaison for this recruitment effort) and the Human Resources Director to review applications.
- Applications and resumes of all candidates will be provided to all CRA Board members, including a recommended shortlist of candidates, as identified by Vice Chair Odman,
- A special CRA Board Meeting will be scheduled to discuss candidates and determine which candidates will advance to interviews with the CRA Board.

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

On August 31, 2020, the CRA submitted a request to Broward County for forgiveness and release of the full or partial amount of the remaining balance of the Broward County Redevelopment Capital Program (RCP) for the Parking Garage loan. That loan balance is \$621,876.00. To date the CRA has identified \$20,709,377.00 in project/assessment value which demonstrates a net increase in the tax base on completed projects within the original CRA boundaries. The CRA anticipates that this conversion will result in a partial reduction to the loan balance.

3. Trion renamed Soleste Cityline

Merrimac Ventures, developer of the Trion has brought on a new investment partner, The Estate Companies, to the mixed-use multifamily project to be located at 4 North Federal Highway. Now joined by The Estate Companies, the project has been renamed Soleste Cityline. Soleste is the brand name of The Estate Companies, which is well known throughout South Florida for their high-end multifamily developments. The new partnership does not impact the CRA's development agreement or the Interlocal agreement with Broward County.

4. At Home Dania Beach – First Time Homebuyer Program- Affordable Housing Development

Our first-time homebuyers are working toward closing and the move-in schedule for four (4) buyers is expected during the month of September. The CRA will advise on the exact dates when keys will be handed to the new homeowners.

It is important to note that the CRA has reached out to Code Enforcement and BSO to assist with excessive loitering taking place at a vacant lot on NW 14th Avenue. This activity creates blighted conditions and is an eyesore in the neighborhood. The new homebuyers have also expressed concerns. This type of activity is a deterrent for new

development and investment. Both Code and BSO have agreed to provide assistance although the current conditions persist.

5. Workforce Housing Project on J.A. Ely Boulevard

The architect continues to work on construction documents. After this is completed, the permitting processes will begin. While permitting is taking place, the CRA will develop guidelines for future buyers using a workforce housing strategy/model. The CRA will also work with special counsel to go through the land disposition process to partner with one or more developers.

6. Small Business Resiliency Reimbursement Grant

The CRA Board approved the Dania Beach CRA Small Business Resiliency Reimbursement Grant Program on July 28th 2020 as a means to provide relief from the impact of COVID-19. The purpose of the \$1,000 grant is to help local businesses recover with resources to promote and practice the highest standards of health and safety for their operating environments. The grant application was made available online on August 1st. Acceptance to the program is based on a policy of first-come, first-qualified, first-served. Completed applications and supporting documents must be submitted to cra@daniabeachfl.gov. Details on the program are noted in the Grant Application which can be found at daniabeachcra.org.

At the August 25, 2020 CRA Board meeting, the CRA Board allowed the eligibility requirement to be adjusted to accommodate businesses with 10 employees or less. To date, the CRA has received nine (9) applications which are currently being processed. The CRA is ready to process payments for two (2) of the applicants. Beginning next week, the CRA will be going door-to-door to businesses to promote the grant opportunity.

7. Rebranding Signage

The original funding for the rebranding initiative/implementation was anticipated to provide an initial start for what is an in-depth, lengthy and costly undertaking for any City. At this time, all funds have been encumbered or exhausted. If additional signage is desired or required, funding will need to be identified.

Facility/park signage – Larger facility/park monument signs were requested by the CRA Board and City Administration for sites on main roadways. *The City Commission approved additional funding for facility, neighborhood and park signage at the August 25th City Commission meeting. Since then, a purchase order has been issued and permit applications have been prepared for submittal for the seven (7) larger facility/park signs.*

The sign vendor will be inspecting the solar lights for the I.T. Parker monument sign and making adjustments as appropriate. The CRA has inquired with City staff about a contact for the Broward Heights neighborhood association. City staff does not have a contact person for this association. Therefore, the CRA will visit the community and attempt to find a contact person so we can facilitate neighborhood signage replacement.

Entryway signage – Entryway signage was primarily installed the week of August 17th at six (6) locations where old entryway signs were previously located. Installation of the solar lighting component has been completed and landscaping is currently being installed by the City of Dania Beach Public Services department (beginning with the signs in the median). Two (2) of the signs are pending final inspection/close-out.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION ADOPTING THE FINAL ESTIMATES OF REVENUE AND EXPENDITURES FOR THE FISCAL YEAR COMMENCING ON OCTOBER 1, 2020, AND ENDING ON SEPTEMBER 30, 2021; APPROPRIATING FUNDS AS MAY BE NEEDED OR DEEMED NECESSARY TO DEFRAY EXPENDITURES AND LIABILITIES OF THE CRA FOR THE FISCAL YEAR

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo FY2020-2021 Budget, R-2020-CRA- CRA Budget FY 2020-2021, CRA Budget Book FY2021 - Agenda Copy with Amendment Sheet

To: Chair, Vice Chair and Board of Directors
From: Rickelle Williams, Executive Director
Date: September 14, 2020
Re: **Resolution adopting the Dania Beach CRA Budget for Fiscal Year 2020-2021**

In accordance with Florida Statutes Chapter 189.016, the governing body of the Dania Beach Community Redevelopment Agency (CRA), operating as a special district, shall adopt a budget by resolution each fiscal year. The CRA Board met on August 21, 2020 to consider recommendations from the CRA Executive Director on the proposed Fiscal Year 2020-2021 Budget. Today, the CRA Board will take action to approve the final Fiscal Year 2020-2021 Budget as adjusted.

Fiscal Year 2021 Budget - CRA Fund

Revenues

Revenues for the CRA for FY 2021 and include the following:

City of Dania Beach

- General Fund - In-lieu of Tax Increment from the City
Represents funding (in lieu of tax increment) from the City for operations/redevelopment initiatives that benefit the business owners, residents, and customers within the CRA with broader positive impacts to the entire City.
 - The CRA is accepting and approving a previous allocation from the City of Dania Beach in reference to an Oasis Housing Project and repurposing these funds for property acquisition in furtherance of a substantial housing project.
- Cost Allocation
Represents funding from the City used to cover the CRA's portion of the cost allocation plan. The City of Dania Beach completed a cost allocation plan that is a model for allocating costs from the City's support functions (e.g. Finance Department for processing payroll and vendor payments) to its users (of which the CRA is one).

At Home Dania Beach Program

Represents forecasted program revenue collections from property sales in FY 2021.

PATCH Revenues

Represents estimated revenue collections from PATCH operations.

Interest/Investment Earnings

Represents investment earnings (i.e. interest) generated from the CRA's cash balances.

Re-Appropriated/Carry-forward Fund Balance

Represents the carry-forward of estimated fund balance (i.e. unspent cash balance) within the CRA that is available for investment in redevelopment projects.

Expenditures

Expenditures for FY 2021 and include the following:

Operations

- Costs for existing and new programs, projects and initiatives.
- Personnel (represents funding for three full-time positions and five part-time positions). This budget reflects the previously approved reclassification of the existing Coordinator II, CRA position (from fulltime 40 hours to part time 20 hours) to better reflect current CRA operations. This budget also reflects the reclassification of the Manager II, CRA position to a Manager III, CRA position.
- Miscellaneous operating expenditures, professional redevelopment services, etc.

Cost Allocation

Represents reimbursement to the City for administrative services provided to the CRA (e.g. finance department for payroll, and vendor payment processing).

Debt Service (Loan Repayment Reserve)

The CRA borrowed \$5.3 million under the Broward County Redevelopment Capital Program (RCP). The FY 2021 budget includes funding to cover the estimated debt service related to the RCP.

Reserves

The FY 2021 budget includes an allocation to reserve totaling \$100,000. Reserves are an integral part of the budget and are necessary to cover deficiencies in revenue collection/forecasting as well as provide flexibility to invest in redevelopment opportunities as they arise.

Recommendation

Approve the FY2021 Budget as amended.

RESOLUTION NO. 2020-CRA-012

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA, ADOPTING THE FINAL ESTIMATES OF REVENUE AND EXPENDITURES FOR THE FISCAL YEAR COMMENCING ON OCTOBER 1, 2020, AND ENDING ON SEPTEMBER 30, 2021; APPROPRIATING FUNDS AS MAY BE NEEDED OR DEEMED NECESSARY TO DEFRAY EXPENDITURES AND LIABILITIES OF THE CRA FOR THE FISCAL YEAR; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with Florida Statutes Chapter 189.016, the governing body of the Dania Beach Community Redevelopment Agency (“CRA”), operating as a special district, shall adopt a budget by resolution each fiscal year; and

WHEREAS, the proposed budget for the Fiscal Year commencing on October 1, 2020 and ending on September 30, 2021 has been prepared, was provided to the CRA Board, and was published on August 10, 2020; and

WHEREAS, the proposed budget was presented to the CRA Board, discussed at the CRA Board Special meeting held on August 21, 2020 and subsequently adjusted to accommodate the CRA Board’s direction; and

WHEREAS, the proposed budget for the Fiscal Year commencing on October 1, 2020 and ending on September 30, 2021 has been finalized by the CRA Board;

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

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

Section 2. That the CRA Board approves and accepts the transfer of Five Hundred Thousand Dollars (\$500,000.00) from the City of Dania Beach Capital Projects Oasis Housing Project Account 301-39-56-541-62-10 to Dania Beach CRA Capital Outlay Account Land 106-52-01-552-61-10 as identified in City of Dania Beach Resolution No. 2019-048 and that the CRA Board allocates this funding for land acquisition with the primary purpose of a transformative housing project.

Section 3. That the final approved budget for the Community Redevelopment Agency as attached, marked Exhibit “A”, which is incorporated and made a part of this

Resolution by this reference, is adopted as the final and approved budget for the Fiscal Year commencing October 1, 2020, and ending on September 30, 2021; included in this budget is a reconciliation of changes to capital projects (i.e., defined as all Divisions except “01-Administration”) funding between Fiscal Years 2020 and 2021.

Section 4. That all appropriations from the 2019-2020 fiscal year which are encumbered but unexpended as of the last day of the fiscal year, those funds shall be re-appropriated for the same purpose and incorporated into the budget for the 2020-2021 fiscal year. The CRA Executive Director, with assistance from the CRA Treasurer, shall make the final determination on which encumbrances remain open (e.g. ongoing initiatives and/or capital projects) and which encumbrances are closed (e.g. monthly operations) as of the last day of Fiscal Year 2019-2020.

Section 5. That all capital projects and appropriations for the 2019-2020 fiscal year, which are unencumbered and unexpended as of the last day of the fiscal year, shall be re-appropriated for the same purpose or project or reallocated pursuant to Exhibit “A”, or if complete, shall be re-appropriated to a reserve account.

Section 6. That CRA staffing positions and capital expenditures reflected and approved in the annual budget establish CRA Board consent to the staffing and capital expenditures, and that any additions to staffing or capital expenditures are to be approved through CRA Board approval of an amendment to the approved budget.

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

PASSED AND ADOPTED on September 14, 2020.

ATTEST:

THOMAS SCHNEIDER, CMC
CRA SECRETARY

LORI LEWELLEN
CHAIR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CRA ATTORNEY



DANIA BEACH
COMMUNITY REDEVELOPMENT AGENCY

PROPOSED BUDGET

FY2021

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BOARD MEMBERS & STAFF

COMMUNITY REDEVELOPMENT AGENCY

FY 2021



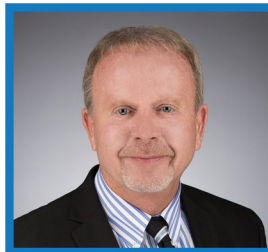
CHAIR
LORI LEWELLEN



VICE CHAIR
LAUREN ODMAN



BOARD MEMBER
CHICKIE BRANDIMARTE



BOARD MEMBER
BILL HARRIS



BOARD MEMBER
TAMARA JAMES

EXECUTIVE DIRECTOR
RICKELLE WILLAMS

CRA TREASURER
FRANK DIPAOLO

CRA MANAGER
KATHLEEN WEEKES

BUDGET MESSAGE

COMMUNITY REDEVELOPMENT AGENCY

FY 2021

August 10, 2020

Chair Lori Lewellen
 Vice-Chair Lauren Odman
 Board Member Chickie Brandimarte
 Board Member Bill Harris
 Board Member Tamara James

Dear Chair, Vice-Chair and Board of Directors of the Dania Beach Community Redevelopment Agency:

In accordance with Florida Statutes Chapter 189.016, the governing body of the Dania Beach Community Redevelopment Agency (CRA), operating as a special district, shall adopt a budget by resolution each fiscal year. As such, I am pleased to present for your consideration the Executive Director's Annual Budget Proposal for the Fiscal Year commencing October 1, 2020. The recommended budget is a reflection of existing economic conditions as well as priorities and policies set by the CRA Board of Directors within the guidelines of the adopted Redevelopment Plan. The budget proposal herein outlines the resources needed to strategically approach recovery and resiliency through strengthening businesses, eliminating slum and blight, improving quality of life, promoting housing opportunity, place-making and increasing the tax base in the Redevelopment Area.

Fiscal Year 2020 brought many challenges for the Redevelopment Area and the CRA budget. The COVID-19 pandemic has exacerbated and highlighted the preexisting structural and social inequality surrounding the intersectionality of public health, housing, transportation, education, jobs and income. Areas designated as Redevelopment Areas are and will continue to be the hardest hit because of the pandemic. Therefore, investment in these areas should continue with the goal of promoting stability, sustainability and growth with positive effects spanning beyond the boundaries of the Area.

The COVID-19 pandemic has affected the revenues of the City and the CRA. As a result, the CRA has made every effort to mitigate loss of revenue in FY2020 and reduce expenditures during FY2021. The economic fallout from COVID-19 has guided the focus of the proposed FY2021 Budget with an increased investment in business attraction and retention through new and existing business-related grants and programs.

The combined proposed budget for Funds 106 and 112 for Fiscal Year 2021 totals \$ 2,307,141 including operations, transfers, and re-appropriations. About 46 percent of the proposed revenue stems from contributions from the City of Dania Beach General Fund. The City Manager has proposed \$1,073,926 in General Fund contributions to the CRA, reflecting a 25.66 percent decrease from the FY2020 amended budget General Fund contribution of \$1,444,548.

The General Fund contribution is itemized as follows: \$840,137 in operating resources and \$233,789 for the administrative cost allocation back to the City. Other revenue sources include interest earnings, grants, and At Home Dania Beach program revenue. The remaining revenue sources are re-appropriations of CRA appropriated fund balance from FY2020. About 23 percent of revenue stems from re-appropriations of CRA appropriated fund balance.

Over time, the Redevelopment Area has seen steady growth as shown by the incremental increase to the tax base. While most CRAs receive tax increment financing (TIF) from both the governing City and County, the Dania Beach CRA receives neither. The Dania Beach City Commission adopted Ordinance No. 2011-002 on January 11, 2011, providing for a covenant to budget and appropriate legally available funds to pay an amount equal to the City's annual contribution to the tax increment financing (TIF) of the CRA for the term of the CRA. Alternative to the adopted Ordinance, the City has and continues to provide the CRA with a General Fund contribution in lieu of City TIF.

BUDGET MESSAGE

COMMUNITY REDEVELOPMENT AGENCY

FY 2021

Based on the incremental increase to the tax base in the Redevelopment Area, the City's TIF contribution to the CRA for FY2021 would be \$3,000,000. As the proposed General Fund Contribution for FY2021 is \$1,073,926, the CRA is only receiving 35 percent of the would-be City TIF amount. In comparison, in FY2020, the CRA received 55 percent of the would-be City TIF amount of \$2,600,000 as a General Fund contribution. This 20 percent reduction from FY2020 to FY2021 demonstrates the CRA's efforts to assist the City with meeting financial obligations and maintaining service levels in consideration of the reported negative economic impact of COVID-19 on the City's Finances.

The proposed budget includes ongoing and new projects, programs, initiatives and investments related to business attraction and retention incentives, commercial and residential grants, housing development, sustainability and marketing.

Mission

The mission of the Dania Beach Community Redevelopment Agency is to create and implement economically sound redevelopment and revitalization activities in the City of Dania Beach, improve the unique quality of life while simultaneously facilitating investment, commercial development, innovation and growth for our diverse population.

Redevelopment Goals: 2015 Adopted CRA Plan

1. Enhance and Reinforce the CRA Sub Areas
2. Eliminate Substandard Housing and Provide Affordable Housing
3. Redevelop the CRA in a manner that is Energy Efficient and Sustainable
4. Attract Targeted New Industries and Retain and Expand Core Industries
5. Enhance Redevelopment Activities through an Active Marketing Strategy that Supports Redevelopment Initiatives

Notable Budget Items

There are several notable budget items that reflect the focus on core areas including business assistance and attraction, commercial and residential revitalization programs. These include the following:

Administrative Cost Allocation (back to City)	\$233,789
Business Attraction Incentive Program	\$100,000 (New)
Business Retention: Business Development Programs	\$ 75,000 (New)
Business Retention: Small Business Grant	\$ 25,000 (New)
Commercial Property Improvement Grants	\$100,000 (increased by 66 % over FY2020)
CRA Board member Training/Travel	\$ 7,400 (Travel Policy permits \$6,000 per Board member)
CRA Plan Update	\$ 50,000
Dania After Dark	\$ 65,000 (reduced by 13% over FY2020)
Debt Service (Broward County RCP)	\$ 59,600
Home Buyer Education Courses/Income Certification	\$ 6,000 (reduced by 50% over FY2020)
Project Management Consultant (Trion)	\$ 8,000
Residential Beautification Grants	\$ 60,000 (reduced by 25% over FY2020)
Trion Development Incentive (BRP Grant)	\$333,333

BUDGET MESSAGE

COMMUNITY REDEVELOPMENT AGENCY

FY 2021

Notably missing from the budget this year are revenues and expenditures related to the Arts and Seafood Celebration. The 8th Annual Arts and Seafood Celebration was cancelled in 2020 just two weeks before the event date due to COVID-19. The 7th Annual event was patronized by 19,000 people. Staff cannot recommend planning and executing such a large-scale event given the unknown public health conditions and restrictions that may be in place. Staff also anticipates challenges with securing sponsorship revenue to offset the expenses for this event. This budget also excludes the annual \$5,000 sponsorship of the Vintage Motorcycle Show, which is the second largest event in the City. Instead, the CRA has repositioned these resources to fund business assistance and development programs. In addition, in advance of the FY2021 budget, the CRA Board approved a FY2020 budget amendment to transition the Coordinator position from fulltime to part-time with an estimated cost savings of \$59,300. This reclassification occurred based on the current needs of the CRA.

Accomplishments

During Fiscal Year 2020, the Dania Beach Community Redevelopment Agency (CRA) has had several accomplishments including:

Economic Development: Business Attraction, Retention, and Commercial Revitalization

1. In addition to collaborating with the Florida Department of Economic Opportunity, Enterprise Florida, and Broward County on a high impact qualified targeted industry incentive package for the relocation of Spirit Airlines to Dania Beach in FY2019, the CRA worked with Broward County to match its Direct Cash Job Creation Incentive Program valuing \$225,000 in FY2020. This incentive added to the CRA's previous \$135,000 commitment and collectively served as a business attraction incentive for the project, which has a construction value of \$250 million. The match also incentivizes the creation of 225 new high-wage jobs.
2. Following a selection process for the City Center Redevelopment public-private-partnership (P3) project entitled *The First at Dania Beach*, the CRA participated with City Management in the City Center development negotiations with selected developer Armada Hoffer. Negotiations were halted for various reasons including the projected economic impact of COVID-19.
3. Entered into an interlocal agreement with Broward County to receive \$1,000,000 in Broward Redevelopment Program grant funds to incentivize the development of the Trion at Dania Beach, a mixed-use development project valuing \$80 million and featuring 340 housing units and 13,000 square feet of ground floor retail. The project will also create 40 new jobs.
4. Entered into a development agreement with 4 N Federal LLC to develop the Trion at Dania Beach. The CRA's contribution of grant funds will provide for public improvements and amenities such as streetscape improvements and a public park in the heart of downtown Dania Beach.
5. Worked on behalf of the CRA and the City to amend the tri-party Loan Agreement with Broward County relating to the debt associated with the municipal parking garage infrastructure project at City Hall. This amendment officially reduces the outstanding loan balance to \$621,876 and stems from the CRA's successful loan conversion request to Broward County during FY2019.
6. Four (4) Commercial Property Improvement Grant projects were completed including Barbee Jo Collectibles, Associates MD medical offices, Fish Grill restaurant and Alex's Flamingo Plaza (1 and 2). Together these projects reflect an investment of over \$90,000 by the CRA and over \$300,000 by the property owners and tenants. The property improvements correlate with increased property value assessments and the associated increase in property tax revenue for the City.

BUDGET MESSAGE

COMMUNITY REDEVELOPMENT AGENCY

FY 2021

7. Participated in over forty (40) economic development-related meetings, webinars or events hosted by the Greater Fort Lauderdale Alliance, Florida League of Cities, Broward County Office of Small Business and Economic Development, Florida Housing Coalition, Dania Beach Chamber of Commerce, Greater Fort Lauderdale Convention and Visitors Bureau, Smart Cities Connect and the Urban Land Institute.
8. Corresponded with eighteen (18) real estate brokers, developers or potential business owners and investors inquiring about Dania Beach zoning code, Opportunity Zones, development incentives, CRA incentive programs, development site locations, and available commercial property and associated lease rates.
- 9.. Facilitated workforce development training sessions in collaboration with OIC South Florida and the Dania Beach Clergy Alliance.
10. Conducted business retention and outreach efforts by visiting or corresponding with over six hundred (600) existing Dania Beach business owners. These visits were used to provide information on CRA, City and County programs and services as well as to understand the needs of the businesses through direct contact with the proprietor.
11. Made direct contact with and provided over three hundred (300) business owners with information on available resources related to COVID-19 relief. The CRA connected many business owners directly with staff at the Small Business Administration local office in Miami to receive guidance on resources including the Paycheck Protection Program and the Emergency Injury Disaster Loan (Advance) programs.
12. Conducted an online business survey to gather feedback from businesses impacted by COVID-19.
13. Provided information about business resources via the CRAs email newsletter on a recurring basis.
14. Launched Small Business Resiliency Reimbursement Grant program in response to COVID-19. The grant promotes public health and safety, consumer confidence and business marketing efforts by providing up to \$1,000 in funding to small businesses for eligible expenses.

Residential Revitalization

15. Completed construction of six (6) single-family homes through the Affordable Housing Development program through development agreement with Affordable Housing Development Solutions in partnership with Redevelopment Area contractor, Decota Construction.
16. Secured a \$21,000 in-kind sponsorship for six (6) sets of home appliances from non-profit partner Rebuilding Together Broward County to increase housing affordability for homebuyers.
17. Provided information to over one hundred (100) individuals who inquired about the CRA's First-time Homebuyer program.
18. Identified six (6) eligible first-time homebuyers qualified to purchase the six (6) homes developed through the At Home Dania Beach Program. Through the CRAs engagement with Housing Foundation of America, a HUD-approved housing counseling agency, all prospective homebuyers were offered in-person or virtual opportunities to complete homebuyer education.

BUDGET MESSAGE

COMMUNITY REDEVELOPMENT AGENCY

FY 2021

19. Secured \$38,000 donation from the Milton Family Foundation to provide down-payment assistance to first-time homebuyers, offsetting the cost to the CRA
20. Engaged an architect and began design work for the workforce housing project on JA Ely Boulevard for site previously known as the Smith Store. Completed preliminary work including appraisals and surveys.
21. Implemented Residential Beautification program through partnership with Rebuilding Together Broward County. The program has provided exterior painting and landscaping for eleven (11) homes to date during FY2020. The program services income eligible households in the Redevelopment Area and serves to enhance curb appeal in clusters experiencing blighted conditions. The CRA worked with Dania Beach Code Enforcement to identify potential candidates. Although COVID-19 temporarily paused this program, efforts have since resumed. Thirty-three (33) households are on the current waiting list, for a total of forty-five (45) households. .
22. Participated in project management team meetings for the CRA Multimodal Enhancement project partially funded through the FDOT TAP Grant secured by the CRA in 2014. Funding was used to enhance and provide ADA compliant sidewalks and crosswalks in the Sun Garden Isles/NW Byrd Pointe residential neighborhood.

Marketing

23. After developing a Request for Proposal to provide holiday lighting and decorations at City Hall, the CRA coordinated the design and implementation of holiday lighting and decorations including lighting and décor for all palm trees, a wreath (Christmas), menorah (Hanukkah) and kinara (Kwanza). The holiday lighting provided a welcoming and attractive atmosphere in the City Center area.
24. Developed and planned the production of the 8th Annual Arts and Seafood Celebration, the largest annual event in Dania Beach. The planning process included marketing and press, sponsorship solicitation, signage creation, entertainment selection and booking, artist selection, volunteer recruitment, concession planning, décor, equipment, sanitation, public safety, procurement, risk management and insurance. The event was cancelled two weeks before the scheduled start date of March 28, 2020 as a result of public health and safety precautions related to the COVID-19 global pandemic.
25. Managed five (5) successful installments of Dania After Dark before the monthly event was shut down because of COVID-19. Two enhanced installments were special events at the request of the CRA Board.
 - The City's 115th Birthday Anniversary was observed on November 9, 2019 at Dania After Dark. A commemorative logo, new banners and special art piece were developed for the event. Distribution of authentic Danish treats and a performance by a Bahamian Junkanoo band paid homage to the cultural roots of the City.
 - In February 2020, in honor of the National Football League's Super Bowl LIV, the CRA staged Touchdown Dania Beach an ultimate tailgate experience in Dania Beach to promote the City. The celebration was part of a joint marketing and event collaboration which included the Casino at Dania Beach, Dania Pointe, and the City's Parks and Recreation department. A drumline performance and special appearance by five (5) NFL players were the highlight of the event.
26. Co-hosted five (5) installations of Art in the Hall with Creative Arts Council Advisory Board members during Dania After Dark. Art in the Hall showcased over 40 artists including an artist as young as 10 years old. Coordinated logistics for Art in the Hall receptions for Atrium Gallery installations.

BUDGET MESSAGE

COMMUNITY REDEVELOPMENT AGENCY

FY 2021

27. Completion of a signal box public art installation at the corner of Federal Highway and NE 1st Street in collaboration with the Creative Arts Council Advisory Board through a call-to-artist and selection process. The CRA managed the lengthy permitting process with the Florida Department of Transportation (FDOT) as well as the installation.
28. Developed advertising focused on Dania Beach redevelopment opportunities and happenings through active social media engagement and placed ads in The Greater Fort Lauderdale Alliance Source Book, Travel Host, and local publications Dania Beach Press and Cahoots.
29. Coordinated, facilitated, hosted or participated in ribbon cutting ceremonies, grand openings or other marketing events to support and promote local business activity.

Sustainability and Community Place-making

30. Obtained the PATCH mobile market custom trailer through a grant from the Frederick A. Deluca Foundation to support the mobile market initiative. The custom trailer enhances the PATCH's ability to provide affordable and nutritious produce in underserved areas in Broward County.
31. Launched the PATCH online ordering system during the ongoing pandemic. This initiative promotes public health and safety as well as food access. The online ordering program has garnered regular retail customers who purchase vegetables on a weekly basis.
32. Hosted various educational workshops, wellness events and demonstrations at the PATCH.
33. Completed retrofit of PATCH market and developed safety procedures to promote public health and safety for customers and staff during the pandemic.
34. Obtained \$5,000 in sponsorships to support PATCH produce distributions to elderly residents participating in senior programs or residing in senior housing facilities.
35. Collaborated with Feeding South Florida to deliver 120 food or meal boxes to 60 seniors in Dania Beach. This effort served seniors who may have transportation challenges preventing their participation in traditional drive-through food distributions.
36. Distributed over 200 servings of produce to local organizations including churches, American Legion Posts, and the Dania Beach Lions Club.
37. Obtained \$3,000 in sponsorships to support construction of new shade structures.
38. Secured \$1,100 in funding from Saratoga Crossings developer for new trees due to development impacts.
39. Completed PATCH facility maintenance projects including a 220v electrical receptacle upgrade and rust removal, scaling and painting of the pavilion to maintain structural integrity.

BUDGET MESSAGE

COMMUNITY REDEVELOPMENT AGENCY

FY 2021

Rebranding Initiative

40. As part of the promotion of the City's new brand, the CRA managed the City's participation in the 48th Annual Winterfest Boat parade in December 2019. The CRA worked with co-sponsor Dania Pointe to promote the brand through involvement in all Pre-Winterfest events, and co-hosted the Santa Sleigh Boat during the parade. Over one million spectators viewed the event live and one and a half million through electronic broadcast.
41. Managed advertising/marketing consultant agreement to advertise the new brand. The project included developing a media campaign and executing advertising on buses, billboards, bus shelters, in magazines, newspapers, digitally and on social media. In addition, advertising/marketing consultant Mad4Marketing completed work on the City's website related to search engine optimization (SEO). The City's social media followers and engagement increased significantly over the course of this engagement. The successful advertising campaign won the coveted ADDY award (American Advertising Award), from the American Advertising Federation.
42. Coordinated with the South Florida Regional Transportation Authority on the installation of two (2) new parking garage signs at the Fort Lauderdale Airport Tri-Rail station on Griffin Road.
43. Completed installation of fifteen (15) park/facility monument signs and thirteen (13) neighborhood signs including three solar-lit signs at community center facilities. Participated in planning meetings and site visits with Public Services department for the implementation of a landscaping plan.
44. Completed lengthy permitting process with Florida Department of Transportation (FDOT) and other agencies for five (5) entryway signs and scheduled installation for these signs in August 2020.

Administrative Reports and Transparency

45. Annual Report: The CRA developed, advertised and published the required Annual Report and submitted the report to the governing body and Broward County utilizing the new criteria required under Florida Statutes.
46. Audit: The CRA was audited based on inclusion in the City of Dania Beach audit as a fully-blended component unit.
47. Special District Reporting: The CRA filed with the Florida Department of Economic Opportunity to maintain special district status.
48. As required, the CRA maintains access to the Redevelopment Plan, Redevelopment Area map and Budget via the CRA's website. The CRA also provides access to meeting agendas and procurement opportunities via links from the CRA's website to the appropriate City of Dania Beach webpages.

Goals: Ongoing and New Projects

The CRA anticipates the continuation of existing and start of new projects and programs in FY2021. These include: Economic Development: Business Attraction, Retention, and Commercial Revitalization

1. Develop competitive business attraction incentive program to include relocation assistance.

BUDGET MESSAGE

COMMUNITY REDEVELOPMENT AGENCY

FY 2021

2. Develop and provide business development opportunities and assistance focused on business retention. Programs may include Business Guide, Small Business Training, grants, etc.
3. Administer Small Business Resiliency Reimbursement Program.
4. Monitor Spirit Airlines development progress and ensure adherence to deliverables for State and Broward County incentive programs the CRA is collaborating on.
5. Monitor Trion at Dania Beach progress and ensure adherence to development agreement.
6. Administer terms of the Interlocal Agreement with Broward County for the Trion at Dania Beach project.
7. Advertise Commercial Property Improvement Grant program and secure new applicants.
8. Continue business outreach efforts including business visits.
9. Continue to provide information to developers, real estate brokers, potential business owners and investors.
10. Host Annual Business Luncheon and Awards Ceremony.
11. Prepare and submit third loan conversion request to Broward County under the Redevelopment Capital Program to reduce loan balance of \$621,876.
12. Continue participation in economic development related meetings, forums, workshops and events with strategic partners and industry groups.

Residential Revitalization

13. Participate in any remaining closings for the six (6) homes under the First-Time Homebuyer Program.
14. Finalize design and seek permit approvals for workforce housing development project on JA Ely Boulevard (Smith Store).
15. Pursue public notice of disposition process for sale and transfer to selected developer(s) for workforce housing project.
16. Continue implementation of Residential Beautification Program.
17. Begin architectural design for Phippen-Waiters housing project (potential townhomes).

Marketing

18. Resume Dania After Dark and Art in the Hall.

BUDGET MESSAGE

COMMUNITY REDEVELOPMENT AGENCY

FY 2021

- 19. Partner with community stakeholders to promote and facilitate marketing events.
- 20. Continue active social media engagement to promote businesses, redevelopment news, opportunities and local happenings.
- 21. Continue strategic digital and print advertising.

Sustainability and Community Place-making

- 22. Resume and continue PATCH activities and the administration of USDA and Deluca Foundation grants to include Mobile Markets, partnerships, workshops and small events.
- 23. Continue online ordering system and the creation of a comprehensive reset plan to include growing, activities.
- 24. Continue partnerships to assist elderly residents experiencing food insecurity.
- 25. Assist with planning and coordination of Martin Luther King Jr. Day parade and events.
- 26. Complete installation of artistic markers and mural through the Art of Community Grant from the Community Foundation of Broward County.
- 27. Complete installation of any remaining park and neighborhood signs.

Administrative Reports and Transparency

- 28. Engage with a consultant to assist with a comprehensive CRA Plan update involving community engagement and the incorporation of new Census data.
- 29. Continue development and submittal of the appropriate reports as required by law.
- 30. Continue to provide public information on CRA matters in an easily accessible manner.

As the outgoing Executive Director, I am proud to have served this community alongside dedicated staff. The FY2021 Proposed Budget acknowledges the current economic climate with a core emphasis on business assistance and redevelopment incentives. I am thankful to CRA Board members, the CRA Manager, and the CRA Treasurer for efforts to develop a budget that meets the needs of the community we serve.

Respectfully submitted,

Rickelle Williams, MPA, LEED AP ND, PMP, FRA-RA
Executive Director

ORGANIZATIONAL CHART

COMMUNITY REDEVELOPMENT AGENCY

FY 2020-2021

CRA BOARD

EXECUTIVE DIRECTOR

MANAGER III,
CRA*

MANAGER II,
ECONOMIC
DEVELOPMENT

LEAD
COORDINATOR,
FARM & MARKET

0.5 FTE
(PT: CRA PATCH FUND)

ADMINISTRATIVE
SPECIALIST I

0.5 FTE

COORDINATOR II,
CRA**

0.5 FTE

COORDINATOR,
FARM & MARKET

0.5 FTE
(PT: CRA PATCH FUND)

COORDINATOR,
FARM & MARKET

0.5 FTE
(PT: CRA PATCH FUND)

	FY2019/2020	FY2020/2021
Staff FTE	5.5	5.5

*Reclassified from Manager II to Manager III in FY2021

**Reclassified to Part-Time in FY2020

PROGRAM MODIFICATION

COMMUNITY REDEVELOPMENT AGENCY

FY 2021

Department Information:

Department: 5201 CRA
 Fund 1: CRA % 100
 Fund 2: %

Total Impact

\$ 200,000

Detailed Description of Operations/Level of Service Being Affected
Request:

1) **Business Attraction Program: Financial Incentives Program for New Businesses** (CRA Plan, page 82) – "Attracting new businesses will be critical to the success of the redevelopment and revitalization of the commercial portions of the community redevelopment area. The ability to offer financial incentives increases the potential for success in attracting the numbers and types of businesses needed and desired to create a sustainable business community. The CRA is empowered to pay incentives to new businesses that locate in or established businesses to relocate to the community redevelopment area. The CRA will prepare and adopt guidelines as to the type of businesses that will be eligible and the amount of the financial incentive." (\$100,000.00)

2) **Business Retention Program: Small Business Resiliency Reimbursement Grant** (CRA Plan, page 24 & 82)

"The CRA, in cooperation with the Broward Sheriffs Office, Dania Beach Fire Department, and Code Enforcement Division, shall work to create a safe, quality environment for residents and businesses."

"There will be an ongoing need to ensure awareness of investment, development, business, and residential opportunities within the redevelopment area. In addition, there will also be a need to provide promotional support for area businesses and to create an identity (branding)."

On July 28, 2020, the CRA Board approved the grant program for businesses with five (5) or fewer employees. The Board also sought to provide additional funds and/or higher funding levels. (\$25,000.00)

3) **Business Retention: Business Development** (CRA Plan, page 88)

"Local economic gardening is a practice that supports existing businesses and begins to build growing industries from the bottom up. Of primary importance to this Plan is the CRA's ability to provide programming and assistance to existing businesses. Programs include guest speaker/trainings; financial and technical assistance, business visitations, marketing and ancillary activities supported by the CRA that draw visitors and new residents to the City of Dania Beach. As the CRA pursues its redevelopment projects, program funding should continue to be allocated for these activities and the CRA should have the fluidity to change the types and processes for providing business assistance that will respond to emerging industries and trends." (\$75,000.00)

Personnel:

Description of Personnel Change:

Salary	FICA	Medicare	Pension	Insurance	W/Comp	Salary Total
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Expenditure:

Line Item	Description of Request	Cost
1)	Business Attraction Program: Financial Incentives Program for New Businesses	\$ 100,000
2)	Business Retention Program: Small Business Resiliency Reimbursement Grant	\$ 25,000
3)	Business Retention Program(s): Business Development (various)	\$ 75,000
		\$ -
		\$ -
	Total:	\$ 200,000

Revenue:

Line Item	Description of Funding	Amount
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
	Total:	\$ -

Background

The COVID-19 pandemic combined with various emergency orders and restrictions have put a financial strain on the business community in Dania Beach. Many businesses have or are on the verge of closing down. Businesses that will recover will likely have significant debt and operate in a long-term state of fragility. While we have yet to see the true economic fallout from the pandemic, it is widely understood that a surge in commercial vacancies is forthcoming. This presents a challenge as vacancy rates can affect property assessments and values and the revenue generated for the City through property taxes. However, this challenge also presents an opportunity for new businesses to emerge and occupy newly vacated spaces.

Current Situation

The CRA would like to focus on business recovery and stability by investing in a two-pronged approach to business assistance in terms of 1) attraction and 2) retention. Based on the CRA Plan, one of the five overarching Redevelopment Goals is to attract and retain businesses. Most CRAs use incentives as a major part of the economic development toolkit. While the Dania Beach CRA already offers a Commercial Property Improvement Grant, this only benefits property owners and tenants with matching funds to invest in their property. With economic conditions currently in a bad state and possibly worsening, most cities are escalating their business outreach programs to attract those firms that have the resources to seek new and/or expansion locations. The Dania Beach CRA must act strategically in this competitive market to mitigate the devastation to the local business community and make every attempt to attract new businesses.

BUDGET HISTORY

HISTORICAL BUDGETS/ACTUALS

FY 2021



COMMUNITY REVELOPMENT AGENCY FUND 106

	Executive Director Proposal FY 2021	Amended Budget FY 2020	Actuals FY 2019	Actuals FY 2018
REVENUE				
Department 00 - Revenues				
361-10-01 Interest and Other Earnings Interest Operating Interest	\$ 13,000.00	\$ 16,500.00	\$ 16,409.36	\$ 10,771.00
369-90-00 Miscellaneous Revenues Miscellaneous Seafood Festival	-	125,000.00	94,473.83	62,295.31
369-90-01 Miscellaneous Revenues Miscellaneous All	483,333.00	142,000.00	85,089.17	1,188.50
369-90-06 Miscellaneous Revenues Miscellaneous Community Foundation Grant	-	-	-	32,000.00
369-90-08 Miscellaneous Revenues Miscellaneous Dania After Dark	8,000.00	-	700.00	-
381-00-01 Other Sources: Non-Operating Transfer from General Fund	1,073,926.00	1,444,548.00	1,381,007.00	1,364,331.00
389-90-01 Other Sources: Non-Operating Re-Appropriations Appropriated Fund Balance	482,330.00	535,703.00	-	-
TOTAL REVENUE	\$ 2,060,589.00	\$ 2,263,751.00	\$ 1,577,679.36	\$ 1,470,585.81
EXPENSE				
Department 52 - CRA				
12-10 Salaries and Wages Full-Time	\$ 327,396.00	344,372.80	311,362.42	262,754.18
12-11 Salaries and Wages Part-Time (FRS Eligible)	26,660.00	25,953.96	16,472.87	11,542.00
12-13 Salaries and Wages Expense Allowance	6,001.00	6,000.02	6,016.50	5,225.30
12-14 Salaries and Wages Cell Phone Stipend	960.00	959.92	962.55	899.27
14-10 Overtime Regular	-	4,000.00	2,965.81	547.93
15-15 Special Pay Accrued Leave Buyback	2,996.00	1,929.64	172.54	17,928.56
21-10 FICA Taxes	21,903.00	22,797.90	19,566.89	17,168.97
21-20 FICA Medicare	5,351.00	5,575.04	4,576.08	4,015.32
22-20 Retirement Contributions FRS Pension	60,468.00	55,261.88	45,939.17	37,494.21
22-30 Retirement Contributions Deferred Compensation Match	6,019.00	6,324.22	5,777.76	4,537.95
23-10 Life and Health Insurance Insurance	56,110.00	70,729.88	62,003.90	54,622.08
24-10 Workers' Compensation Premium	390.00	758.39	503.43	582.68
31-10 Prof. Services General	225,985.00	337,061.00	158,619.69	137,001.18
31-20 Prof. Services Legal	20,000.00	35,000.00	34,904.90	3,784.00
31-41 Prof. Services CRA - Marketing/PR	32,050.00	48,050.00	45,634.48	21,945.65
31-42 Prof. Services CRA - Redevelopment Initiatives	404,000.00	365,630.00	162,739.19	23,002.79
34-10 Contractual Services General	8,000.00	30,000.00	-	-
40-10 Travel and Per Diem Training and Per Diem	15,000.00	31,080.00	21,619.03	14,903.57
41-10 Communications Services Telephone	1,500.00	2,000.00	673.35	853.85
42-10 Freight & Postage Services Freight & Postage	2,000.00	4,000.00	1,656.90	195.87
46-30 Repair & Maint. Services Vehicles	1,800.00	1,800.00	-	-
47-10 Printing and Binding General	2,000.00	2,000.00	2,157.13	16.98
48-10 Promotional Activities General	11,390.00	20,742.00	18,266.01	36,872.76
48-14 Promotional Activities Seafood Festival	-	158,000.00	166,288.92	125,378.90
48-16 Promotional Activities Community Foundation Grant	-	32,000.00	15,000.00	5,000.00
49-20 Other Current Charges/Obligations Legal & Display Advertising	2,860.00	2,860.00	1,230.84	348.50
51-10 Office Supplies General	2,600.00	3,649.00	5,689.97	6,751.00
52-10 Operating Supplies Gasoline and Diesel Fuel	750.00	1,500.00	-	-
52-20 Operating Supplies Miscellaneous	1,000.00	1,450.00	6,318.56	951.13
52-30 Operating Supplies Software	-	600.00	-	-
54-10 Books/Publications, Memberships, Subscriptions Books & Subscriptions	5,990.00	6,715.00	5,112.04	500.00
54-20 Books/Publications, Memberships, Subscriptions Memberships	4,190.00	5,690.00	4,633.00	5,000.00
63-41 Infrastructure CRA Streetscape Enhancements	-	3,243.00	38,747.00	-
63-42 Infrastructure CRA Landscaping Enhancements	-	2,000.00	-	-
63-45 Infrastructure Trion Public Improvements	333,333.00	-	-	-
64-20 M&E Vehicles	-	-	31,561.00	-
71-10 Debt Service Principal All Other Principal	41,458.00	250,000.00	41,458.40	-
72-10 Debt Service Principal All Other Interest	18,142.00	-	84,852.22	-
91-00 Intragovernmental Transfers Out General Fund	233,789.00	247,098.00	233,080.00	224,331.00
91-11 Intragovernmental Transfers Out CRA Community Gardens PATCH	138,498.00	102,336.00	154,318.00	55,000.00
99-80 Other Uses Reserve for CRA	40,000.00	25,263.00	-	-
TOTAL EXPENSE	\$ 2,060,589.00	\$ 2,264,430.65	\$ 1,710,880.55	\$ 1,079,155.63

Fund 106 - Community Redevelopment Agency Totals

REVENUE	\$ 2,060,589.00	\$ 2,263,751.00	\$ 1,577,679.36	\$ 1,470,585.81
EXPENSE	\$ 2,060,589.00	\$ 2,264,430.65	\$ 1,710,880.55	\$ 1,079,155.63
SURPLUS/(DEFICIT)	\$ -	\$ (679.65)	\$ (133,201.19)	\$ 391,430.18

BUDGET HISTORY

HISTORICAL BUDGETS/ACTUALS

FY 2021



CRA COMMUNITY GARDENS PATCH FUND 112

	Executive Director Proposal FY 2021	Amended Budget FY 2020	Actuals FY 2019	Actuals FY 2018
REVENUE				
Department 00 - Revenues				
369-90-01 Miscellaneous Revenues Miscellaneous All	\$ 72,487.00	\$ -	\$ 80,186.39	\$ 28,111.04
369-90-03 Miscellaneous Revenues Miscellaneous Florida Organic Growers	-	-	78.72	-
369-90-05 Miscellaneous Revenues Miscellaneous Community Garden Patch Sales	22,000.00	25,000.00	20,153.97	19,672.17
369-90-07 Miscellaneous Revenues Miscellaneous DeLuca Grant	-	-	59,500.00	-
381-01-06 Other Sources: Non-Operating Transfer from CRA	138,498.00	102,336.00	154,318.00	55,000.00
389-90-01 Other Sources: Non-Operating Re-Appropriations Appropriated Fund Balance	13,567.00	100,724.00	-	-
389-90-17 Other Sources: Non-Operating Re-Appropriations USDA Grant	-	121,859.00	-	-
TOTAL REVENUE	\$ 246,552.00	\$ 349,919.00	\$ 314,237.08	\$ 102,783.21
EXPENSE				
Department 52 - CRA				
12-11 Salaries and Wages Part-Time (FRS Eligible)	\$ 67,774.00	\$ 67,093.34	\$ 57,013.48	\$ 50,710.23
14-10 Overtime Regular	-	-	1,159.33	398.97
15-15 Special Pay Accrued Leave Buyback	370.00	-	934.45	-
21-10 FICA Taxes	4,225.00	4,159.79	3,555.37	3,073.71
21-20 FICA Medicare	989.00	972.85	831.49	718.87
22-20 Retirement Contributions FRS Pension	6,815.00	5,682.84	4,882.06	4,096.76
24-10 Workers' Compensation Premium	1,891.00	1,778.07	1,342.54	1,107.08
31-10 Prof. Services General	69,154.00	57,252.00	80,375.93	72,795.46
31-42 Redevelopment Initiatives	-	-	3,793.79	-
34-10 Contractual Services General	15,000.00	60,500.00	-	-
34-20 Contractual Services Merchant Card Processing Fees	1,600.00	1,400.00	1,168.04	878.61
40-10 Travel and Per Diem Training and Per Diem	1,100.00	4,926.00	889.61	-
41-10 Communications Services Telephone	100.00	300.00	-	216.42
43-10 Utility Services Water	7,600.00	7,300.00	6,667.03	5,965.06
43-20 Utility Services Electricity	1,236.00	1,200.00	1,143.31	902.82
44-10 Rentals and Leases Equipment	5,000.00	5,000.00	4,358.76	4,442.30
44-20 Rentals and Leases Trailers	-	24,443.00	-	-
46-10 Repair & Maint. Services Equipment	2,000.00	2,000.00	578.67	477.19
46-30 Repair & Maint. Services Vehicles	5,900.00	4,700.00	-	-
46-50 Repair & Maint. Services Grounds	9,348.00	10,000.00	9,347.28	10,040.32
46-70 Repair & Maint. Services Utilities	-	-	-	1,800.00
47-10 Printing and Binding General	-	2,000.00	137.50	122.00
48-10 Promotional Activities General	12,000.00	14,000.00	14,764.77	12,000.00
49-30 Other Current Charges/Obligations Permits & Licenses	600.00	900.00	35.00	-
51-10 Office Supplies General	350.00	350.00	313.91	-
52-06 Operating Supplies Cost of Goods Sold (Patch)	10,000.00	12,500.00	8,228.83	9,933.86
52-10 Operating Supplies Gasoline and Diesel Fuel	3,500.00	3,894.00	105.70	-
52-20 Operating Supplies Miscellaneous	20,000.00	32,568.00	12,021.33	19,348.66
62-10 Buildings Buildings	-	-	-	-
64-20 M&E Vehicles	-	25,000.00	-	-
99-10 Other Uses Contingency	-	-	-	-
TOTAL EXPENSE	\$ 246,552.00	\$ 349,919.89	\$ 213,648.18	\$ 199,028.32
Fund 112 - CRA Community Gardens PATCH Totals				
REVENUE	\$ 246,552.00	\$ 349,919.00	\$ 314,237.08	\$ 102,783.21
EXPENSE	\$ 246,552.00	\$ 349,919.89	\$ 213,648.18	\$ 199,028.32
SURPLUS/(DEFICIT)	\$ -	\$ (0.89)	\$ 100,588.90	\$ (96,245.11)

COST ALLOCATION

DANIA BEACH COST ALLOCATION PLAN

FY 2021



COMMUNITY REVELOPMENT AGENCY FULL COST - CRA ALLOCATION

City Departments		Claimable Cost Totals	CRA Cost Allocation			CRA Cost Allocation FY 2021
			106-01-52 CRA Admin	106-02-52 CRA City Center	106-08-52 CRA Citywide	
001-01-11	City Commission	\$ 466,590	\$ 107,447	\$ -	\$ -	\$ 107,447
001-01-12	City Manager	690,170	-	-	-	-
001-01-13	Human Resources/Risk Management	496,387	18,360	-	-	18,360
001-01-14	Legal Counsel	823,840	9,401	-	-	9,401
001-01-16	City Clerk	375,371	11,239	-	-	11,239
001-01-17	Finance	1,350,881	29,449	3,265	1,323	34,037
001-04-17	Finance Information Systems	569,395	36,344	-	-	36,344
001-03-39	Public Services - Fleet Management	254,189	1,829	-	-	1,829
001-00-18	General Government	1,301,837	15,133	-	-	15,133
TOTAL		\$ 6,328,662	\$ 229,201	\$ 3,265	\$ 1,323	\$ 233,789



PERSONNEL COST ANALYSIS

COMMUNITY REDEVELOPMENT AGENCY

FY 2021



CRA PERSONNEL COST ANALYSIS

EXPENSE	Executive Director Proposal FY 2021	Historical Activity									
		Amended Budget FY 2020	Actuals FY 2019	Actuals FY 2018	Actuals FY 2017	Actuals FY 2016	Actuals FY 2015	Actuals FY 2014	Actuals FY 2013	Actuals FY 2012	Actuals FY 2011
10 Personal Services											
(1),(3) 12-10 Salaries and Wages Full-Time	\$ 327,396.00	\$ 344,372.80	\$ 311,362.42	\$ 262,754.18	\$ 184,119.34	\$ 176,960.33	\$ 237,457.12	\$ 241,047.56	\$ 219,503.38	\$ 217,971.92	\$ 177,968.00
(2),(3) 12-11 Salaries and Wages Part-Time (FRS Eligible)	26,660.00	25,953.96	16,472.87	11,542.00	614.59	836.49	-	-	-	-	-
12-13 Salaries and Wages Expense Allowance	6,001.00	6,000.02	6,016.50	5,225.30	-	-	3,626.39	6,065.95	-	-	-
12-14 Salaries and Wages Cell Phone Stipend	960.00	959.92	962.55	899.27	481.28	482.60	154.27	-	-	-	-
14-10 Overtime Regular	-	4,000.00	2,965.81	547.93	4,920.64	9,463.63	2,379.19	6,439.97	1,942.72	126.82	-
15-15 Special Pay Accrued Leave Buyback	2,996.00	1,929.64	172.54	17,928.56	354.20	297.85	30,670.93	375.75	5,222.37	-	154.00
21-10 FICA Taxes	21,903.00	22,797.90	19,566.89	17,168.97	11,011.32	10,959.04	16,256.45	15,414.48	13,605.17	13,892.93	11,195.00
21-20 FICA Medicare	5,351.00	5,575.04	4,576.08	4,015.32	2,575.25	2,562.99	3,835.30	3,629.43	3,278.88	3,268.53	2,717.00
22-20 Retirement Contributions FRS Pension	60,468.00	55,261.88	45,939.17	37,494.21	12,522.29	10,788.30	25,151.96	25,955.61	15,057.41	12,269.00	-
Retirement Contributions City Pension	-	-	-	-	-	-	-	-	-	-	19,889.00
22-30 Retirement Contributions Deferred Comp Match	6,019.00	6,324.22	5,777.76	4,537.95	7,755.39	8,781.32	9,778.00	9,568.82	6,069.79	3,555.00	933.00
23-10 Life and Health Insurance	56,110.00	70,729.88	62,003.90	54,622.08	47,352.05	50,386.07	57,960.31	52,180.04	58,303.20	59,282.00	66,832.00
24-10 Workers' Compensation Premium	390.00	758.39	503.43	582.68	1,434.93	1,286.39	-	702.93	672.29	732.64	930.44
TOTAL PERSONNEL SERVICES EXPENSE	\$ 514,254.00	\$ 544,663.65	\$ 476,319.92	\$ 417,318.45	\$ 273,141.28	\$ 272,805.01	\$ 387,269.92	\$ 361,380.54	\$ 323,655.21	\$ 311,098.84	\$ 280,618.44

Notes:

- (1) FY 2015 = Full-time Administrative Assistant was added, FY 2016-2017 = Administrative Assistant was promoted to CRA Coordinator and Executive Director position was contracted.
 (2) FY 2018 = Part-time Administrative Assistant was added and contracted staff supported eliminated, FY 2020 = Part-time Administrative Assistant weekly hours increased from 20 to 28.
 (3) FY 2020 = Fulltime Coordinator reclassified to Part-time Coordinator.

NET GROWTH IN PERSONNEL COSTS SINCE 2014	
FY 2021 Proposed Personnel Costs	\$ 514,254.00
FY 2014 Actual Personnel Costs	361,380.54
Personnel Increase 2014-2021	\$ 152,873.46
Less Previous Increase in Annual Funding for Admin. Assistant	(57,850.00)
DIFFERENTIAL	\$ 95,023.46



TAX INCREMENT FINANCING

TAXABLE VALUES AND TIF GENERATION SCENARIOS



DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

ORIGINAL BOUNDARIES

City of Dania Beach

	Final FY 2010	Final FY 2011	Final FY 2012	Final FY 2013	Final FY 2014	Final FY 2015	Final FY 2016	Final FY 2017	Final FY 2018
Actual/Forecasted Growth	-5.9%	-8.8%	-12.7%	-0.4%	2.8%	9.0%	4.0%	6.2%	26.0%
Existing Value:	\$ 276,714,880	\$ 252,370,700	\$ 220,323,790	\$ 219,469,440	\$ 225,663,520	\$ 245,913,760	\$ 255,671,150	\$ 271,631,690	\$ 342,126,380
New Construction:	<i>incl. above</i>	<i>incl. above</i>	<i>incl. above</i>	<i>incl. above</i>	<i>incl. above</i>	<i>incl. above</i>	<i>incl. above</i>	<i>incl. above</i>	<i>incl. above</i>
Taxable Value	\$ 276,714,880	\$ 252,370,700	\$ 220,323,790	\$ 219,469,440	\$ 225,663,520	\$ 245,913,760	\$ 255,671,150	\$ 271,631,690	\$ 342,126,380
Base Year Value	172,715,440	172,715,440	172,715,440	172,715,440	172,715,440	172,715,440	172,715,440	172,715,440	172,715,440
Tax Increment	\$ 103,999,440	\$ 79,655,260	\$ 47,608,350	\$ 46,754,000	\$ 52,948,080	\$ 73,198,320	\$ 82,955,710	\$ 98,916,250	\$ 169,410,940
Millage Rate	5.8579	5.9998	5.9998	5.9998	5.9998	5.9998	5.9998	5.9998	5.9998
Gross Incremental Revenue	\$ 609,218	\$ 477,916	\$ 285,641	\$ 280,515	\$ 317,678	\$ 439,175	\$ 497,718	\$ 593,478	\$ 1,016,432
Statutory Reduction	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Incremental Revenue	\$ 578,757	\$ 454,020	\$ 271,359	\$ 266,489	\$ 301,794	\$ 417,217	\$ 472,832	\$ 563,804	\$ 965,610

Broward County

	-5.8%	-8.8%	-12.7%	-0.4%	2.8%	8.9%	4.0%	6.3%	25.9%
Actual/Forecasted Growth									
Existing Value:	\$ 276,857,530	\$ 252,582,250	\$ 220,521,270	\$ 219,642,710	\$ 225,837,090	\$ 245,997,810	\$ 255,784,870	\$ 271,783,350	\$ 342,144,680
New Construction:	<i>incl. above</i>	<i>incl. above</i>	<i>incl. above</i>	<i>incl. above</i>	<i>incl. above</i>	<i>incl. above</i>	<i>incl. above</i>	<i>incl. above</i>	<i>incl. above</i>
Taxable Value	\$ 276,857,530	\$ 252,582,250	\$ 220,521,270	\$ 219,642,710	\$ 225,837,090	\$ 245,997,810	\$ 255,784,870	\$ 271,783,350	\$ 342,144,680
Base Year Value	172,715,440	172,715,440	172,715,440	172,715,440	172,715,440	172,715,440	172,715,440	172,715,440	172,715,440
Tax Increment	\$ 104,142,090	\$ 79,866,810	\$ 47,805,830	\$ 46,927,270	\$ 53,121,650	\$ 73,282,370	\$ 83,069,430	\$ 99,067,910	\$ 169,429,240
Millage Rate	4.8889	5.1021	5.1860	5.2576	5.4400	5.4584	5.4741	5.4474	5.4623
Gross Incremental Revenue	\$ 509,140	\$ 407,488	\$ 247,921	\$ 246,725	\$ 288,982	\$ 400,004	\$ 454,730	\$ 539,663	\$ 925,473
Statutory Reduction	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Incremental Revenue	\$ 483,683	\$ 387,114	\$ 235,525	\$ 234,389	\$ 274,533	\$ 380,004	\$ 431,994	\$ 512,679	\$ 879,200

Total Incremental Revenue (Combined)	\$ 1,062,440	\$ 841,134	\$ 506,884	\$ 500,878	\$ 576,327	\$ 797,221	\$ 904,826	\$ 1,076,483	\$ 1,844,810
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TAX INCREMENT FINANCING

TAXABLE VALUES AND TIF GENERATION SCENARIOS



DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

EXPANDED BOUNDARIES

City of Dania Beach

	Final FY 2010	Final FY 2011	Final FY 2012	Final FY 2013	Final FY 2014	Final FY 2015	Final FY 2016	Final FY 2017	Final FY 2018
Actual/Forecasted Growth		-19.4%	-2.2%	-5.1%	2.8%	7.3%	10.9%	10.1%	8.3%
Existing Value:	\$ 383,273,470	\$ 308,808,290	\$ 302,087,340	\$ 286,578,780	\$ 294,529,160	\$ 316,080,540	\$ 350,496,240	\$ 386,044,250	\$ 418,193,930
New Construction:	incl. above	incl. above	incl. above	incl. above	incl. above	incl. above	incl. above	incl. above	incl. above
Taxable Value	\$ 383,273,470	\$ 308,808,290	\$ 302,087,340	\$ 286,578,780	\$ 294,529,160	\$ 316,080,540	\$ 350,496,240	\$ 386,044,250	\$ 418,193,930
Base Year Value	383,273,470	383,273,470	383,273,470	383,273,470	383,273,470	383,273,470	383,273,470	383,273,470	383,273,470
Tax Increment	\$ -	\$ (74,465,180)	\$ (81,186,130)	\$ (96,694,690)	\$ (88,744,310)	\$ (67,192,930)	\$ (32,777,230)	\$ 2,770,780	\$ 34,920,460
Millage Rate	5.8579	5.9998	5.9998	5.9998	5.9998	5.9998	5.9998	5.9998	5.9998
Gross Incremental Revenue	\$ -	\$ (446,776)	\$ (487,101)	\$ (580,149)	\$ (532,448)	\$ (403,144)	\$ (196,657)	\$ 16,624	\$ 209,516
Statutory Reduction	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Incremental Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,793	\$ 199,040

Broward County

	Final FY 2010	Final FY 2011	Final FY 2012	Final FY 2013	Final FY 2014	Final FY 2015	Final FY 2016	Final FY 2017	Final FY 2018
Actual/Forecasted Growth		-19.4%	-2.1%	-5.1%	2.8%	7.3%	10.9%	10.1%	8.3%
Existing Value:	\$ 383,273,470	\$ 308,808,290	\$ 302,277,000	\$ 286,833,470	\$ 294,767,770	\$ 316,285,380	\$ 350,774,210	\$ 386,276,600	\$ 418,193,930
New Construction:	incl. above	incl. above	incl. above	incl. above	incl. above	incl. above	incl. above	incl. above	incl. above
Taxable Value	\$ 383,273,470	\$ 308,808,290	\$ 302,277,000	\$ 286,833,470	\$ 294,767,770	\$ 316,285,380	\$ 350,774,210	\$ 386,276,600	\$ 418,193,930
Base Year Value	383,273,470	383,273,470	383,273,470	383,273,470	383,273,470	383,273,470	383,273,470	383,273,470	383,273,470
Tax Increment	\$ -	\$ (74,465,180)	\$ (80,996,470)	\$ (96,440,000)	\$ (88,505,700)	\$ (66,988,090)	\$ (32,499,260)	\$ 3,003,130	\$ 34,920,460
Millage Rate	4.8889	5.1021	5.1860	5.2576	5.4400	5.4584	5.4741	5.4474	5.4623
Gross Incremental Revenue	\$ -	\$ (379,929)	\$ (420,048)	\$ (507,043)	\$ (481,471)	\$ (365,648)	\$ (177,904)	\$ 16,359	\$ 190,746
Statutory Reduction	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Incremental Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,541	\$ 181,209
Total Incremental Revenue (Combined)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31,334	\$ 380,249

Notes:

(1) Assumes that the City's millage rate will remain at FY 2021 levels throughout the forecast period.



TAX INCREMENT FINANCING

TAXABLE VALUES AND TIF GENERATION SCENARIOS



DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

	Final FY 2019	Final FY 2020	Certified FY 2021	Forecasted FY 2022	Forecasted FY 2023	Forecasted FY 2024	Forecasted FY 2025	Forecasted FY 2026
ORIGINAL BOUNDARIES								
City of Dania Beach								
Actual/Forecasted Growth	13.4%	18.0%	2.5%	-8.0%	-3.0%	1.5%	2.0%	3.0%
Existing Value:	\$ 388,054,400	\$ 457,822,300	\$ 469,219,840	\$ 431,682,253	\$ 418,731,785	\$ 425,012,762	\$ 433,513,017	\$ 446,518,408
New Construction:	<i>incl. above</i>	<i>incl. above</i>	<i>incl. above</i>	TBD	TBD	TBD	TBD	TBD
Taxable Value	\$ 388,054,400	\$ 457,822,300	\$ 469,219,840	\$ 431,682,253	\$ 418,731,785	\$ 425,012,762	\$ 433,513,017	\$ 446,518,408
Base Year Value	172,715,440	172,715,440	172,715,440	172,715,440	172,715,440	172,715,440	172,715,440	172,715,440
Tax Increment	\$ 215,338,960	\$ 285,106,860	\$ 296,504,400	\$ 258,966,813	\$ 246,016,345	\$ 252,297,322	\$ 260,797,577	\$ 273,802,968
Millage Rate	5.9998	5.9998	5.9998	5.9998	5.9998	5.9998	5.9998	5.9998
Gross Incremental Revenue	\$ 1,291,991	\$ 1,710,584	\$ 1,778,967	\$ 1,553,749	\$ 1,476,049	\$ 1,513,733	\$ 1,564,733	\$ 1,642,763
Statutory Reduction	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Incremental Revenue	\$ 1,227,391	\$ 1,625,055	\$ 1,690,019	\$ 1,476,062	\$ 1,402,246	\$ 1,438,047	\$ 1,486,497	\$ 1,560,625
Broward County								
Actual/Forecasted Growth	13.4%	18.0%	2.5%	-8.0%	-3.0%	1.5%	2.0%	3.0%
Existing Value:	\$ 388,054,400	\$ 457,822,300	\$ 469,219,840	\$ 431,682,253	\$ 418,731,785	\$ 425,012,762	\$ 433,513,017	\$ 446,518,408
New Construction:	<i>incl. above</i>	<i>incl. above</i>	<i>incl. above</i>	TBD	TBD	TBD	TBD	TBD
Taxable Value	\$ 388,054,400	\$ 457,822,300	\$ 469,219,840	\$ 431,682,253	\$ 418,731,785	\$ 425,012,762	\$ 433,513,017	\$ 446,518,408
Base Year Value	172,715,440	172,715,440	172,715,440	172,715,440	172,715,440	172,715,440	172,715,440	172,715,440
Tax Increment	\$ 215,338,960	\$ 285,106,860	\$ 296,504,400	\$ 258,966,813	\$ 246,016,345	\$ 252,297,322	\$ 260,797,577	\$ 273,802,968
Millage Rate	5.4792	5.4878	5.4999	5.4999	5.4999	5.4999	5.4999	5.4999
Gross Incremental Revenue	\$ 1,179,885	\$ 1,564,609	\$ 1,630,745	\$ 1,424,292	\$ 1,353,065	\$ 1,387,610	\$ 1,434,361	\$ 1,505,889
Statutory Reduction	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Incremental Revenue	\$ 1,120,891	\$ 1,486,379	\$ 1,549,207	\$ 1,353,077	\$ 1,285,412	\$ 1,318,230	\$ 1,362,643	\$ 1,430,594
Total Incremental Revenue (Combined)	\$ 2,348,282	\$ 3,111,434	\$ 3,239,226	\$ 2,829,139	\$ 2,687,658	\$ 2,756,277	\$ 2,849,140	\$ 2,991,219



TAX INCREMENT FINANCING

TAXABLE VALUES AND TIF GENERATION SCENARIOS



DANIA BEACH COMMUNITY REVELOPMENT AGENCY

EXPANDED BOUNDARIES

City of Dania Beach

	Final FY 2019	Final FY 2020	Certified FY 2021	Forecasted FY 2022	Forecasted FY 2023	Forecasted FY 2024	Forecasted FY 2025	Forecasted FY 2026
Actual/Forecasted Growth	8.1%	23.8%	9.9%	-7.0%	-1.5%	2.0%	2.0%	3.0%
Existing Value:	\$ 452,211,440	\$ 559,719,900	\$ 615,074,380	\$ 572,019,173	\$ 563,438,885	\$ 574,707,663	\$ 586,201,816	\$ 603,787,870
New Construction:	<i>incl. above</i>	<i>incl. above</i>	<i>incl. above</i>	TBD	TBD	TBD	TBD	TBD
Taxable Value	\$ 452,211,440	\$ 559,719,900	\$ 615,074,380	\$ 572,019,173	\$ 563,438,885	\$ 574,707,663	\$ 586,201,816	\$ 603,787,870
Base Year Value	383,273,470	383,273,470	383,273,470	383,273,470	383,273,470	383,273,470	383,273,470	383,273,470
Tax Increment	\$ 68,937,970	\$ 176,446,430	\$ 231,800,910	\$ 188,745,703	\$ 180,165,415	\$ 191,434,193	\$ 202,928,346	\$ 220,514,400
Millage Rate	5.9998	5.9998	5.9998	5.9998	5.9998	5.9998	5.9998	5.9998
Gross Incremental Revenue	\$ 413,614	\$ 1,058,643	\$ 1,390,759	\$ 1,132,436	\$ 1,080,956	\$ 1,148,567	\$ 1,217,529	\$ 1,323,042
Statutory Reduction	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Incremental Revenue	\$ 392,933	\$ 1,005,711	\$ 1,321,221	\$ 1,075,815	\$ 1,026,909	\$ 1,091,139	\$ 1,156,653	\$ 1,256,890

Broward County

Actual/Forecasted Growth	8.1%	23.8%	9.9%	-7.0%	-1.5%	2.0%	2.0%	3.0%
Existing Value:	\$ 452,225,280	\$ 559,735,900	\$ 615,074,380	\$ 572,019,173	\$ 563,438,885	\$ 574,707,663	\$ 586,201,816	\$ 603,787,870
New Construction:	<i>incl. above</i>	<i>incl. above</i>	<i>incl. above</i>	TBD	TBD	TBD	TBD	TBD
Taxable Value	\$ 452,225,280	\$ 559,735,900	\$ 615,074,380	\$ 572,019,173	\$ 563,438,885	\$ 574,707,663	\$ 586,201,816	\$ 603,787,870
Base Year Value	383,273,470	383,273,470	383,273,470	383,273,470	383,273,470	383,273,470	383,273,470	383,273,470
Tax Increment	\$ 68,951,810	\$ 176,462,430	\$ 231,800,910	\$ 188,745,703	\$ 180,165,415	\$ 191,434,193	\$ 202,928,346	\$ 220,514,400
Millage Rate	5.4792	5.4878	5.4999	5.4999	5.4999	5.4999	5.4999	5.4999
Gross Incremental Revenue	\$ 377,801	\$ 968,391	\$ 1,274,882	\$ 1,038,082	\$ 990,892	\$ 1,052,869	\$ 1,116,086	\$ 1,212,807
Statutory Reduction	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Incremental Revenue	\$ 358,911	\$ 919,971	\$ 1,211,138	\$ 986,178	\$ 941,347	\$ 1,000,225	\$ 1,060,281	\$ 1,152,167

Total Incremental Revenue (Combined) \$ 751,844 \$ 1,925,682 \$ 2,532,359 \$ 2,061,993 \$ 1,968,256 \$ 2,091,364 \$ 2,216,934 \$ 2,409,057

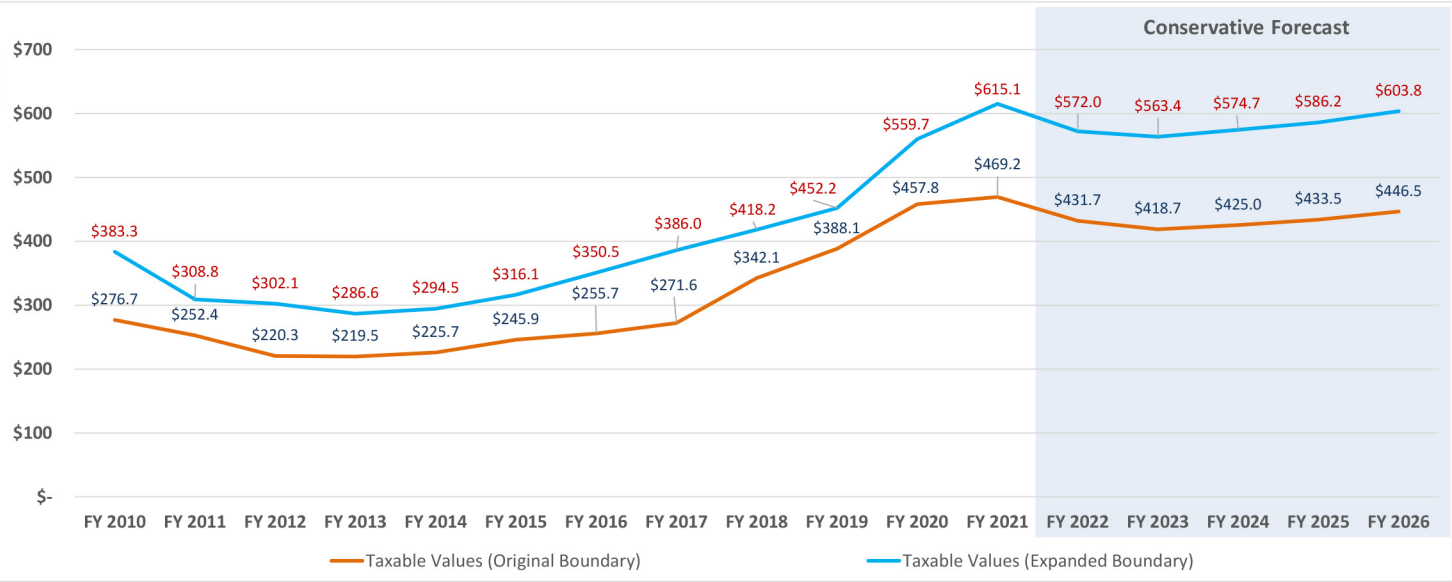


TAX INCREMENT FINANCING

TAXABLE VALUES HISTORY FORECAST



DANIA BEACH COMMUNITY REVELOPMENT AGENCY



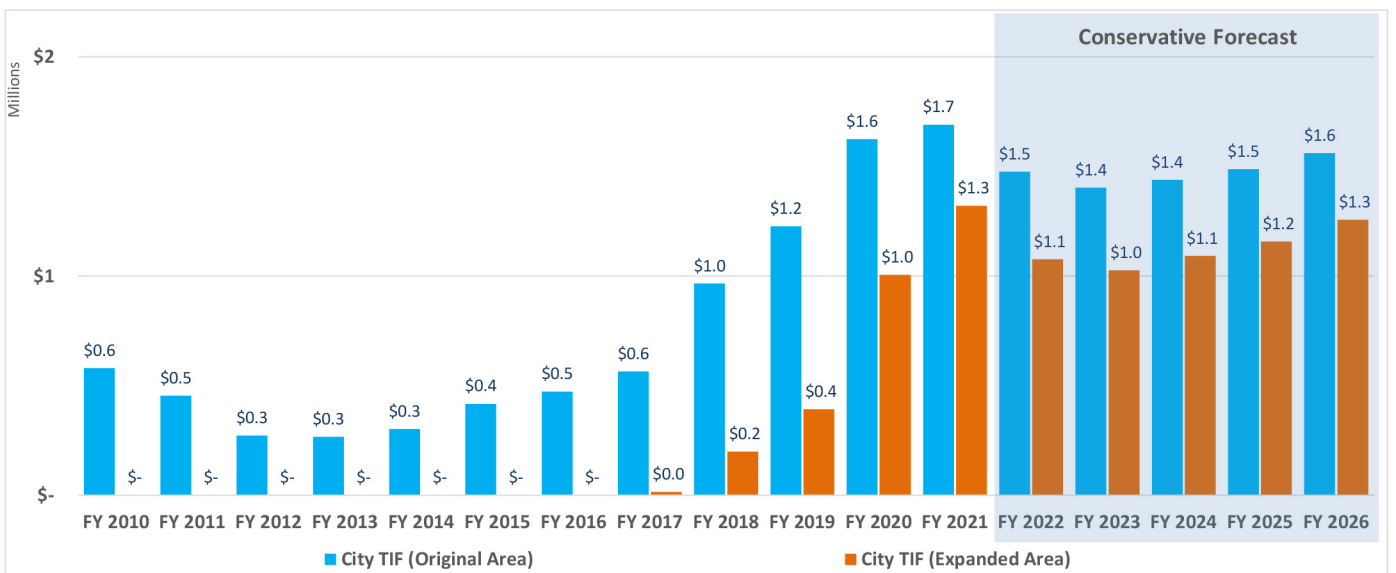
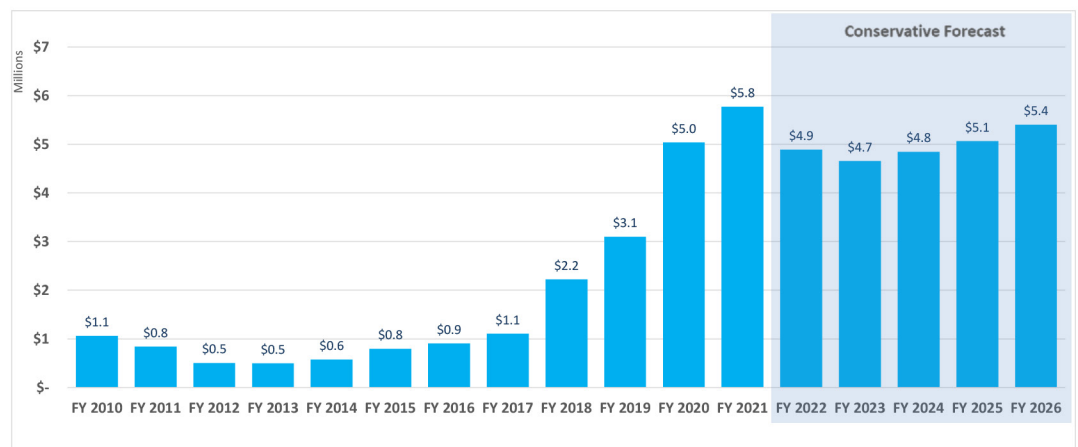
TAX INCREMENT FINANCING

WHAT-IF SCENARIOS - INCREMENTAL REVENUE UNDER A TIF MODEL



DANIA BEACH COMMUNITY REVELOPMENT AGENCY

	Total Incremental Revenue
Final FY 2010	\$ 1,062,440
Final FY 2011	\$ 841,134
Final FY 2012	\$ 506,884
Final FY 2013	\$ 500,878
Final FY 2014	\$ 576,327
Final FY 2015	\$ 797,221
Final FY 2016	\$ 904,826
Final FY 2017	\$ 1,107,817
Final FY 2018	\$ 2,225,059
Final FY 2019	\$ 3,100,126
Final FY 2020	\$ 5,037,116
Certified FY 2021	\$ 5,771,585
Forecasted FY 2022	\$ 4,891,132
Forecasted FY 2023	\$ 4,655,914
Forecasted FY 2024	\$ 4,847,641
Forecasted FY 2025	\$ 5,066,074
Forecasted FY 2026	\$ 5,400,276



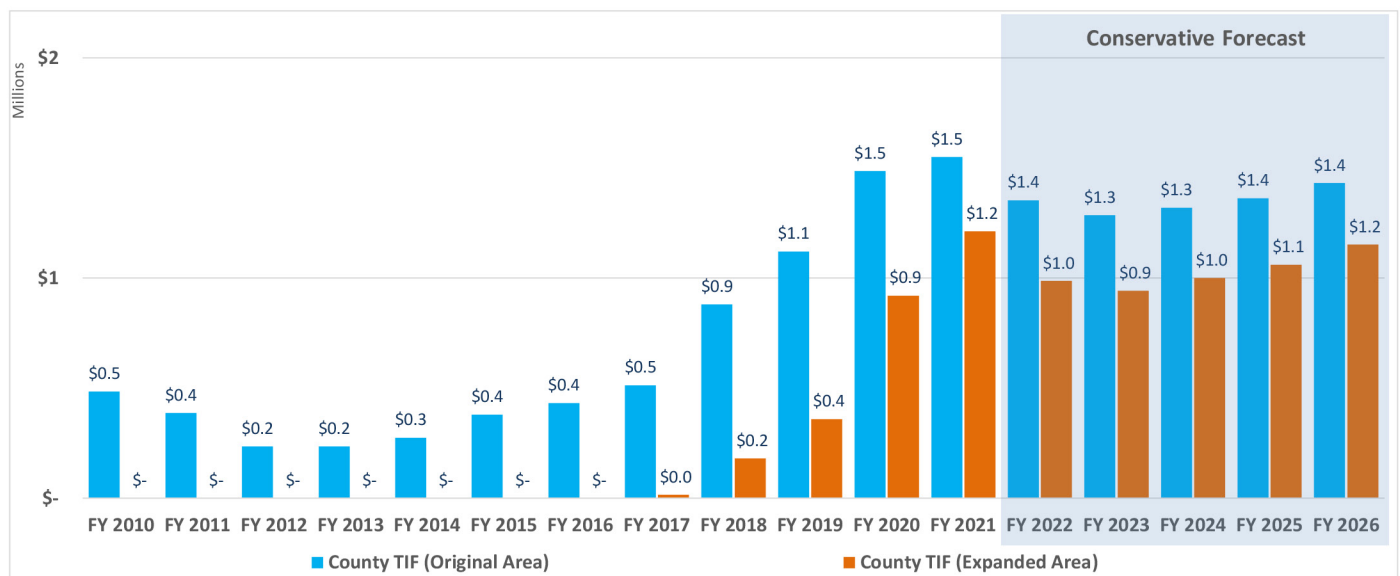
TAX INCREMENT FINANCING

WHAT-IF SCENARIOS - INCREMENTAL REVENUE UNDER A TIF MODEL

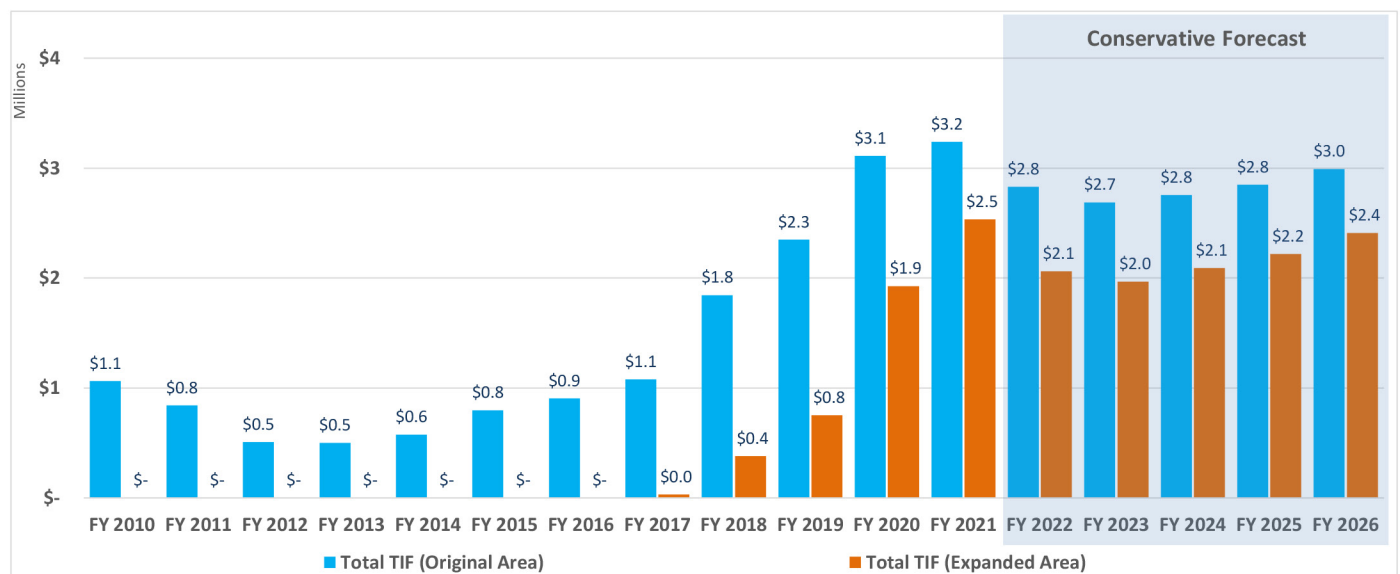


DANIA BEACH COMMUNITY REVELOPMENT AGENCY

What-If Scenario - County TIF



What-If Scenario - Total TIF



LINE ITEM BUDGET

BUDGET ROLLUP BY FUND

FY 2021



DANIA BEACH COMMUNITY REVELOPMENT AGENCY

Executive
Director
Proposal
FY 2021

REVENUE

Fund 106	Community Redevelopment Agency	\$ 2,060,589.00
Fund 112	CRA Community Gardens PATCH	246,552.00

TOTAL REVENUE		\$ 2,307,141.00
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EXPENSE

Fund 106	Community Redevelopment Agency	\$ 2,060,589.00
Fund 112	CRA Community Gardens PATCH	246,552.00

TOTAL EXPENSE		\$ 2,307,141.00
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SURPLUS/(DEFICIT)		\$ -
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LINE ITEM BUDGET

LINE-ITEM BUDGET BY DIVISION

FY 2021



COMMUNITY REVELOPMENT AGENCY FUND 106

REVENUE

Department 00 - Revenues

Division 00 - Non-Dep.

361-10-01	Interest and Other Earnings Interest	\$ 13,000.00
369-90-01	Miscellaneous Revenues Miscellaneous All	483,333.00
369-90-08	Miscellaneous Revenues Miscellaneous Dania After Dark	8,000.00
381-00-01	Other Sources: Non-Operating Transfer from General Fund	1,073,926.00
389-90-01	Other Sources: Non-Operating Re-Appropriations Appropriated Fund Balance	482,330.00

TOTAL REVENUE	\$ 2,060,589.00
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EXPENSE

Department 52 - CRA

Division 01 - Admin

Activity 552 - Industry Development

12-10	Salaries and Wages Full-Time	\$ 327,396.00
12-11	Salaries and Wages Part-Time (FRS Eligible)	26,660.00
12-13	Salaries and Wages Expense Allowance	6,001.00
12-14	Salaries and Wages Cell Phone Stipend	960.00
14-10	Overtime Regular	-
15-15	Special Pay Accrued Leave Buyback	2,996.00
21-10	FICA Taxes	21,903.00
21-20	FICA Medicare	5,351.00
22-20	Retirement Contributions FRS Pension	60,468.00
22-30	Retirement Contributions Deferred Compensation Match	6,019.00
23-10	Life and Health Insurance Insurance	56,110.00
24-10	Workers' Compensation Premium	390.00
31-10	Prof. Services General	116,900.00
31-20	Prof. Services Legal	20,000.00
34-10	Contractual Services General	8,000.00
40-10	Travel and Per Diem Training and Per Diem	15,000.00
41-10	Communications Services Telephone	1,500.00
42-10	Freight & Postage Services Freight & Postage	2,000.00
46-30	Repair & Maint. Services Vehicles	1,800.00
47-10	Printing and Binding General	2,000.00
49-20	Other Current Charges/Obligations Legal & Display Advertising	2,860.00
51-10	Office Supplies General	2,600.00
52-10	Operating Supplies Gasoline and Diesel Fuel	750.00
52-20	Operating Supplies Miscellaneous	1,000.00
54-10	Books/Publications, Memberships, Subscriptions Books & Subscriptions	5,990.00
54-20	Books/Publications, Memberships, Subscriptions Memberships	4,190.00
63-45	Infrastructure Trion Public Improvements	333,333.00
71-10	Debt Service Principal All Other Principal	41,458.00
72-10	Debt Service Principal All Other Interest	18,142.00
91-00	Intragovernmental Transfers Out General Fund	233,789.00 (1)
91-11	Intragovernmental Transfers Out CRA Community Gardens PATCH	138,498.00
99-80	Other Uses Reserve for CRA	40,000.00
Subtotal (Division 01)		\$ 1,504,064.00

LINE ITEM BUDGET

LINE-ITEM BUDGET BY DIVISION

FY 2021



COMMUNITY REVELOPMENT AGENCY FUND 106

		Executive Director Proposal FY 2021
Division	02 - City Center	
Activity	552 - Industry Development	
31-41	Prof. Services CRA - Marketing/PR	\$ 32,050.00
31-42	Prof. Services CRA - Redevelopment Initiatives	65,000.00
48-10	Promotional Activities General	11,390.00
Subtotal (Division 02)		\$ 108,440.00
Division	08 - City-Wide	
Activity	552 - Industry Development	
31-10	Prof. Services General	\$ 109,085.00
31-42	Prof. Services CRA - Redevelopment Initiatives	339,000.00
Subtotal (Division 08)		\$ 448,085.00
TOTAL EXPENSE		\$ 2,060,589.00

Fund 106 - Community Redevelopment Agency Totals

REVENUE	\$ 2,060,589.00
EXPENSE	\$ 2,060,589.00
SURPLUS/(DEFICIT)	\$ -

Notes:

(1) Please refer to the Cost Allocation section of the Budget Document for the detailed components of this allocation.



LINE ITEM BUDGET

LINE-ITEM BUDGET BY DIVISION

FY 2021


COMMUNITY REVELOPMENT AGENCY FUND 112

REVENUE

Department 00 - Revenues

Division 00 - Non-Dep.

369-90-01	Miscellaneous Revenues Miscellaneous All	\$ 72,487.00
369-90-05	Miscellaneous Revenues Miscellaneous Community Garden Patch Sales	22,000.00
381-01-06	Other Sources: Non-Operating Transfer from CRA	138,498.00
389-90-01	Other Sources: Non-Operating Re-Appropriations Appropriated Fund Balance	13,567.00

TOTAL REVENUE		\$ 246,552.00
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EXPENSE

Department 52 - CRA

Division 09 - Community Gardens PATCH

Activity 552 - Industry Development

12-11	Salaries and Wages Part-Time (FRS Eligible)	\$ 67,774.00
15-15	Special Pay Accrued Leave Buyback	370.00
21-10	FICA Taxes	4,225.00
21-20	FICA Medicare	989.00
22-20	Retirement Contributions FRS Pension	6,815.00
24-10	Workers' Compensation Premium	1,891.00
31-10	Prof. Services General	10,000.00
34-20	Contractual Services Merchant Card Processing Fees	1,600.00
40-10	Travel and Per Diem Training and Per Diem	1,100.00
41-10	Communications Services Telephone	100.00
43-10	Utility Services Water	7,600.00
43-20	Utility Services Electricity	1,236.00
44-10	Rentals and Leases Equipment	5,000.00
46-10	Repair & Maint. Services Equipment	2,000.00
46-30	Repair & Maint. Services Vehicles	4,000.00
46-50	Repair & Maint. Services Grounds	9,348.00
48-10	Promotional Activities General	12,000.00
49-30	Other Current Charges/Obligations Permits & Licenses	600.00
51-10	Office Supplies General	350.00
52-06	Operating Supplies Cost of Goods Sold (Patch)	10,000.00
52-10	Operating Supplies Gasoline and Diesel Fuel	1,500.00
52-20	Operating Supplies Miscellaneous	12,000.00

Subtotal (Division 09)
\$ 160,498.00

Division 10 - USDA Grant

Activity 552 - Industry Development

31-10	Prof. Services General	\$ 52,487.00
34-10	Contractual Services General	15,000.00
52-20	Operating Supplies Miscellaneous	5,000.00

Subtotal (Division 10)
\$ 72,487.00

LINE ITEM BUDGET

LINE-ITEM BUDGET BY DIVISION

FY 2020



CRA COMMUNITY GARDENS PATCH FUND 112

Executive
Director
Proposal
FY 2021

Division 11 - DeLuca Grant

Activity 552 - Industry Development

31-10	Prof. Services General	\$	6,667.00
46-30	Repair & Maint. Services Vehicles		1,900.00
52-10	Operating Supplies Gasoline and Diesel Fuel		2,000.00
52-20	Operating Supplies Miscellaneous		3,000.00
Subtotal (Division 11)		\$	13,567.00

TOTAL EXPENSE	\$	246,552.00
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Fund 112 - CRA Community Gardens PATCH Totals

REVENUE	\$	246,552.00
EXPENSE	\$	246,552.00
SURPLUS/(DEFICIT)	\$	-



PROGRAM MODIFICATION

COMMUNITY REDEVELOPMENT AGENCY

FY 2021



CRA COMMUNITY REDEVELOPMENT AGENCY

Department Information:

Department: 5201 CRA
 Fund 1: CRA % 100
 Fund 2: %

Total Impact

\$ 11,125

Detailed Description of Operations/Level of Service Being Affected

Request:

The Executive Director is requesting a modification to the classification of the existing full-time Manager II, CRA position (Grade 116). The modification will allow for the creation of a Manager III, CRA position (Grade 119).

Background

The depth and breadth of the job duties and responsibilities of the Manager II position has been enhanced over time without acknowledgement through a reclassification and update to the job description. Officially reclassifying the position from lower-level management to mid-level management reflects the current role and capacity of the position. Development of policy recommendations, budgets, reports, resolutions, contract terms and scope of services and performing a higher level of program management, project management and operations management is indicative of the growth and capacity of the position which does not currently match the class title and grade.

Current Situation

The role of the Manager II, CRA position calls for greater involvement in activities that require a higher level of management tied to redevelopment projects, programs and grant administration. This necessitates an upgrade to the class title.

Personnel:

Description of Personnel Change: Reclassify existing Manager II, CRA position to Manager III, CRA position

Salary	FICA	Medicare	Pension	Insurance	W/Comp	Salary Total
\$ 8,741	\$ 542	\$ 127	\$ 1,715	\$ -	\$ -	\$ 11,125

Expenditure:

Line Item	Description of Request	Cost
		\$ -
Total:		\$ -

Revenue:

Line Item	Description of Funding	Amount
		\$ -
		\$ -
		\$ -
Total:		\$ -





DANIA BEACH
COMMUNITY REDEVELOPMENT AGENCY

ASSOCIATESMD



Dania Beach Community Redevelopment Agency

FY2021 Budget

Amendments to Proposed Budget		Increase	Decrease
1.	Amendment for Residential Assistance Program		
	Other Sources: Transfer from General Fund (106-00-00-381-00-01)	250,000	
	Professional Services General (106-52-08-552-31-10)	250,000	
2.	Amendment for Property Acquisition		
	Other Sources: Transfer from Capital Projects Fund (106-00-00-381-03-01)	500,000	
	Capital Outlay: Land (106-52-01-552-61-10)	500,000	
3.	Amendment to CRA reserves		
	Other Sources: Transfer from General Fund (106-00-00-381-00-01)	60,000	
	Other Uses: Reserve for CRA (106-52-01-552-99-80)	60,000	
4.	Amendment to Dania After Dark event		
	Decrease to Professional services CRA – Redevelopment Initiatives (106-52-02-552-31-42)		(8,125)
5.	Amendment to Art in the Hall event		
	Decrease to Professional Services General (106-52-02-552-48-10)		(3,000)
6.	Amendment for Personnel Program Modification		
	Increase to Salaries and Wages Full-time (106-52-01-552-12-10)	8,741	
	Increase to FICA Taxes (106-52-01-552-21-10)	542	
	Increase to FICA Medicare (106-52-01-552-21-20)	127	
	Increase to Retirement Contributions FRS Pension (106-52-01-552-22-20)	1,715	

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE CRA BOARD TO DELEGATE THEIR AUTHORITY TO THE EXECUTIVE DIRECTOR FOR PERSONNEL MATTERS AND PERSONNEL DECISIONS FOR CRA EMPLOYEES, EXCEPTING THOSE RELATED TO CREATION AND FUNDING OF NEW CRA POSITIONS AND THOSE RELATED TO THE EXECUTIVE DIRECTOR POSITION, RETROACTIVE TO FEBRUARY 9, 2009

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - CRA Executive Director Delegation of Powers, R-2020-CRA- Delegation of CRA Board Authority to the Executive Director for Personnel Matters and Decisions for CRA Employees



CITY OF DANIA BEACH CRA ATTORNEY'S OFFICE

MEMORANDUM

DATE: September 14, 2020

TO: Chair, Vice Chair and Board of Directors

FROM: Thomas J. Ansbro, CRA Attorney **Thomas J. Ansbro**
Digitally signed by Thomas J. Ansbro
DN: cn=Thomas J. Ansbro, o=City of Dania Beach, ou=Legal
Department, email=tansbro@daniabeachfl.gov, c=US
Date: 2020.09.10 10:31:49 -04'00'

SUBJECT: Resolution to Authorize the Community Redevelopment Agency ("CRA") Board to Delegate their Authority to the CRA Executive Director Relating to Certain Personnel Matters and Decisions

The Request

To transfer the delegation of powers from the CRA Board to the executive director as it relates to certain personnel matters and personnel decisions pertaining to CRA employees, retroactive to February 9, 2009.

Background

The Florida Legislature enacted the Community Redevelopment Act of 1969, which is presently codified as Part III of Chapter 163, Florida Statutes. In 2002, the Broward County Board of County Commissioners adopted Resolution No. 2002-275 and pursuant to the resolution, the Board delegated to the Dania Beach City Commission the authority to exercise the redevelopment powers conferred upon Broward County within its Redevelopment Area in accordance with the Act and enabled the City Commission to declare the need for, create and delegate power to a community redevelopment agency and to prepare and adopt a plan of redevelopment for final approval by the Board.

Pursuant to the authority provided by the Act, CRA may employ an executive director, technical experts, and such other agents and employees, permanent and temporary, as it requires, and determine their qualifications, duties, and compensation. The CRA Board has employed an executive director since February 9, 2009.

Since that time, the executive director has exercised the authority relating to all personnel matters and decisions for CRA employees. The proposed Resolution delegates authority for the matters and decisions, except those relating to creation and funding of new positions and matters relating to the executive director position.

Budgetary Impact

There is no budgetary impact to this item.

Recommendation

It is recommended that the CRA Executive Board adopt the resolution

TJA/la

cc: Rickelle Williams, CRA Executive Director
Linda Gonzalez, HR/Risk Director

RESOLUTION NO. 2020-CRA-013

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY ("CRA") OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CRA BOARD TO DELEGATE THEIR AUTHORITY TO THE EXECUTIVE DIRECTOR FOR PERSONNEL MATTERS AND PERSONNEL DECISIONS FOR CRA EMPLOYEES, EXCEPTING THOSE RELATED TO CREATION AND FUNDING OF NEW CRA POSITIONS AND THOSE RELATED TO THE EXECUTIVE DIRECTOR POSITION, RETROACTIVE TO FEBRUARY 9, 2009; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, all powers arising through the Act are conferred by the Act upon counties with Home Rule Charters, such as Broward County, Florida, which in turn are authorized to delegate certain of their powers to a community redevelopment agency created pursuant to the Act; and

WHEREAS, pursuant to the adoption of Resolution No. 2002-275 by the Board of County Commissioners of Broward County, Florida (the "Board"), the Board delegated to the City Commission of the City of Dania Beach, Florida (the "Commission") the authority to exercise the redevelopment powers conferred upon the Board within its 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 declared the Dania Beach City Commission to be the CRA Board with the adoption of City of Dania Beach Ordinance No. 2002-032; and

WHEREAS, pursuant the authority provided by the Act, an CRA may employ an executive director, technical experts, and such other agents and employees, permanent and temporary, as it requires, and determine their qualifications, duties, and compensation; and

WHEREAS, the CRA Board has employed an executive director since February 9, 2009; and

WHEREAS, since February 9, 2009, the executive director has exercised authority over all personnel matters and decisions for CRA employees not to include personnel matters and personnel decisions relating to the executive director position as well as creation and funding of new CRA positions, which shall be determined by the CRA Board; and

WHEREAS, retroactive to February 9, 2009, the CRA Board desires to delegate authority over all personnel matters and personnel decisions for CRA employees to the executive director not to include personnel matters and personnel decisions relating to the executive director position as well as creation and funding of new CRA positions, which shall be determined by the CRA Board; and

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

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

Section 2. That retroactive to February 9, 2009, the CRA Board delegates authority over personnel matters and personnel decisions for CRA employees to the executive director not to include personnel matters and personnel decisions relating to the executive director position as well as creation and funding of new CRA positions, which shall be determined by the CRA Board.

Section 3. That this Resolution shall be in full force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on September 14, 2020.

ATTEST:

THOMAS SCHNEIDER, CMC
CRA SECRETARY

LORI LEWELLEN
CHAIR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CRA ATTORNEY

To: Chair, Vice Chair and Board of Directors
From: Rickelle Williams, Executive Director
Date: September 14, 2020
Re: **Art of Community Grant Extension and Mural**

CRA Plan – page 83

Beautification and Appearance Improvement:

Signage/Entry Features/Public Art/Landscape - The visual appearance of amenities needs to be enhanced in the community redevelopment area. Further, there is a need to establish an identity for this important core area of the community. The CRA will be empowered to pay for aesthetic and identity enhancements, including but not limited to, signage, entry features, public art, and landscaping.

Background

The CRA received Thirty-Two Thousand Dollars (\$32,000.00) in grant funding from the Community Foundation of Broward to complete the Art of Community Honor the Legacy Project to design artistic markers with a focus on the history and legacy of Dania Beach. Gary Moore of Kneebaby Arts, Inc. was written into the grant application as the artist. The CRA conducted three (3) community events where residents shared stories and memories of Dania Beach to provide Mr. Moore with a foundation of historical perspectives to inspire the marker designs using his creativity. Residents and interested parties were invited and permitted to visit Mr. Moore at his studio in Dania Beach to provide comment on the marker designs.

After a review of designs submitted by Gary Moore, the CRA met with the Community Foundation of Broward to discuss the design concepts. The Community Foundation of Broward made some requests for updates to the project plans to include a mural as a statement piece summarizing the collective artistic marker concepts. The Foundation permitted an extension of the grant to give the artist adequate time for revision and fabrication and installation of the markers as well as the mural. Afterward, the CRA postponed the timeline and plans for this project because of the COVID-19 shelter in place and closure orders. All funding for the remaining portion of the project stems from grant funding provided by the Foundation for the project.

Current Situation

Although a no-cost amendment to the agreement to extend the timeline may be done administratively, the CRA Executive Director wanted to ensure that there was discussion about the new mural aspect of the project. At the August 25, 2020 CRA Board meeting, the CRA Board consented to an extension of the agreement to initiate the mural aspect of the project. The CRA has since developed and executed an agreement with TCK Enterprises, owner of 5 NW 3rd Avenue, the location of the mural.

At the August 25, 2020 CRA Board meeting, a request was made for more information to be provided regarding the artistic markers. There was a request for identification of the marker locations. The artistic markers will be installed on solar light poles at different locations within the downtown area. The artistic marker locations do not correlate with historic sites as

the aim is to position markers within walking distance of the other markers. Please see attached marker location information.

On August 26, 2020, CRA staff reached out to the CRA Board to inquire about what additional information was being sought.

Fiscal Impact

Funding for this project has already been budgeted and is encumbered via the Agreement with Kneebaby Arts, Inc (Gary Moore).

Recommendation

Authorize amendment to Agreement with Kneebaby Arts, Inc./Gary Moore to extend the timeline and proceed with artistic markers and previously approved mural.

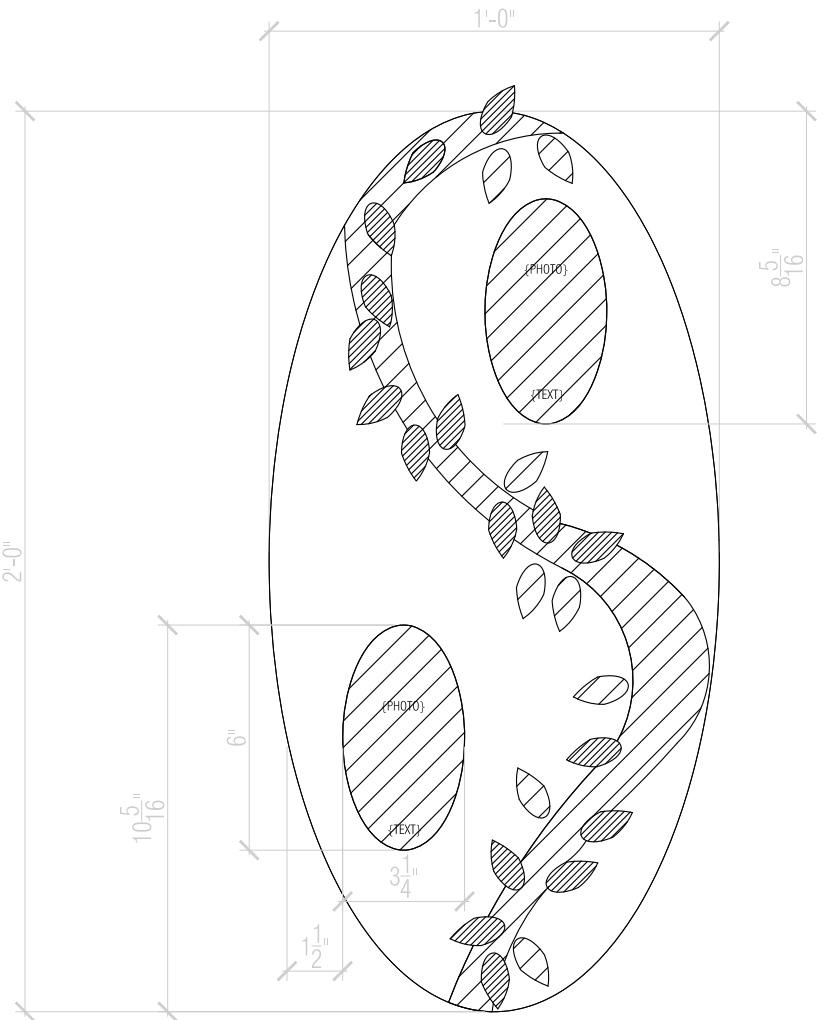
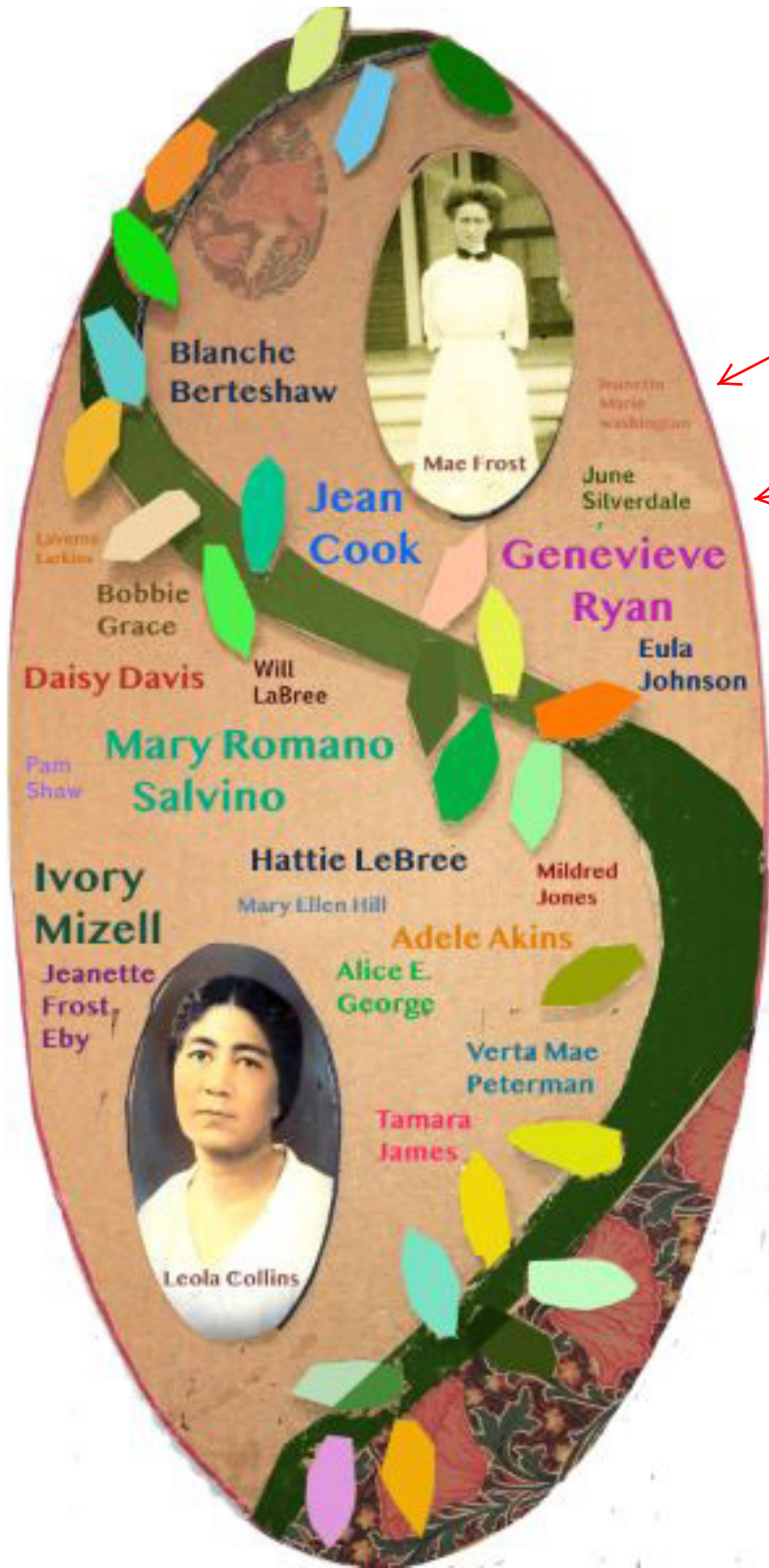
Attached

Amendment to Agreement with Kneebaby Arts, Inc./Gary Moore
Artistic Legacy Marker Renderings
Marker Location Map

Names to be made more visible

Name to be made more visible

June Silvernale



DANIA BEACH: HONOR THE LEGACY

TIMELINE



1845 Florida becomes the 27th State in the Union.

1896 Flalger Railroad line was laid through the area. Henry Flagler, James Edmunson Ingraham.

1897 First Post Office in Dania

1898-1904 W.C. Valentine, planned a settlement called Modello and 12 Danish families moved from Chicago to settle there in 1898-1899. Three years later, 30 Danes were recruited from Oconto, Wisconsin to colonize the settlement. In 1904 the area was incorporated as the town of Dania.

1908 St. Ruth's Missionary Baptist Church

1910 Dania is the "Tomato Capitol of the World"

1913 Charles Willers General Store

1923 First Bank of Dania - Dania First Baptist Church

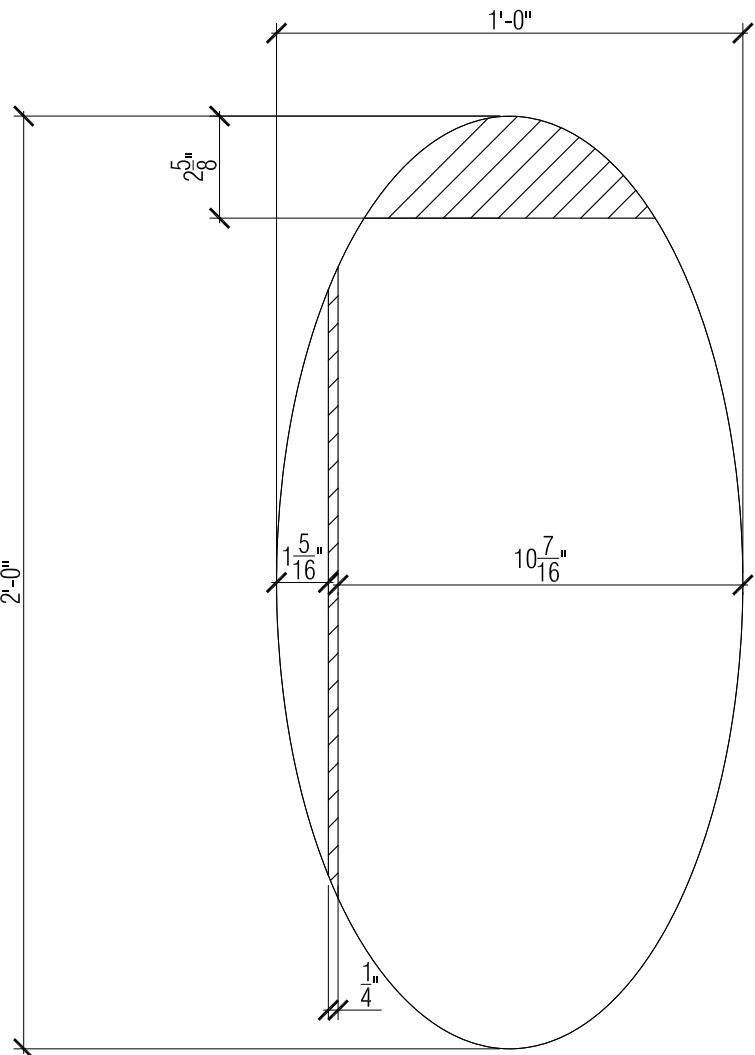
1925 Dania Beach Hotel built by A.J. Ryan; designed by architect, Francis Abreau

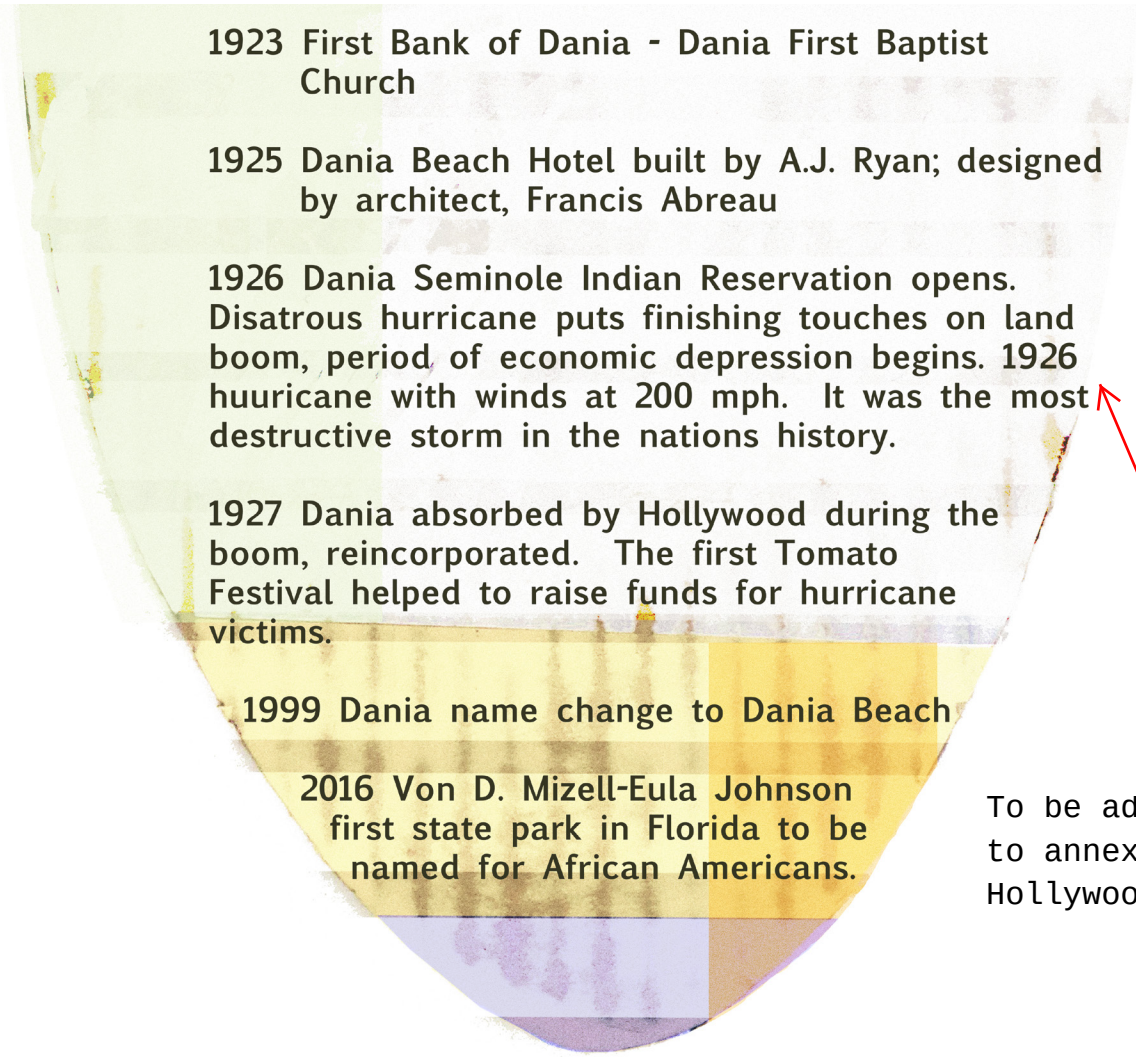
1926 Dania Seminole Indian Reservation opens. Disastrous hurricane puts finishing touches on land boom, period of economic depression begins. 1926 hurricane with winds at 200 mph was the most destructive storm in the nation's history.

1927 Dania absorbed by Hollywood during the boom, reincorporated. The first Tomato Festival helped to raise funds for hurricane victims.

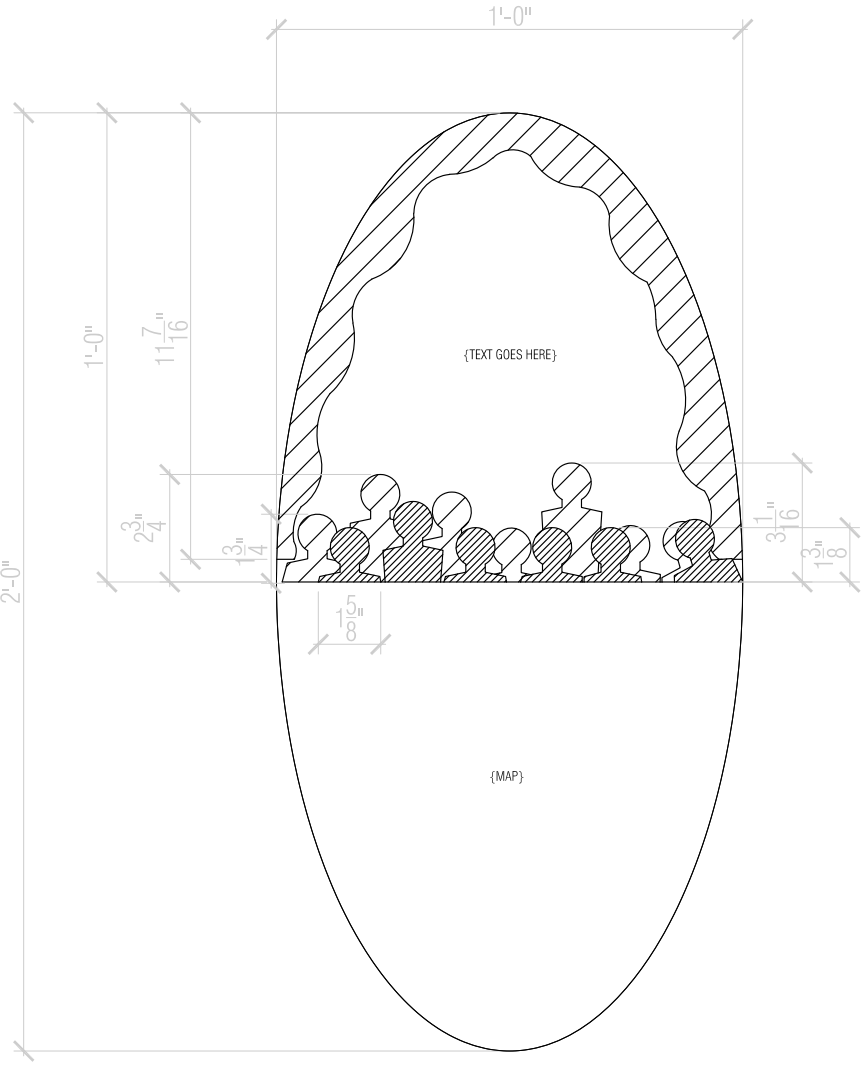
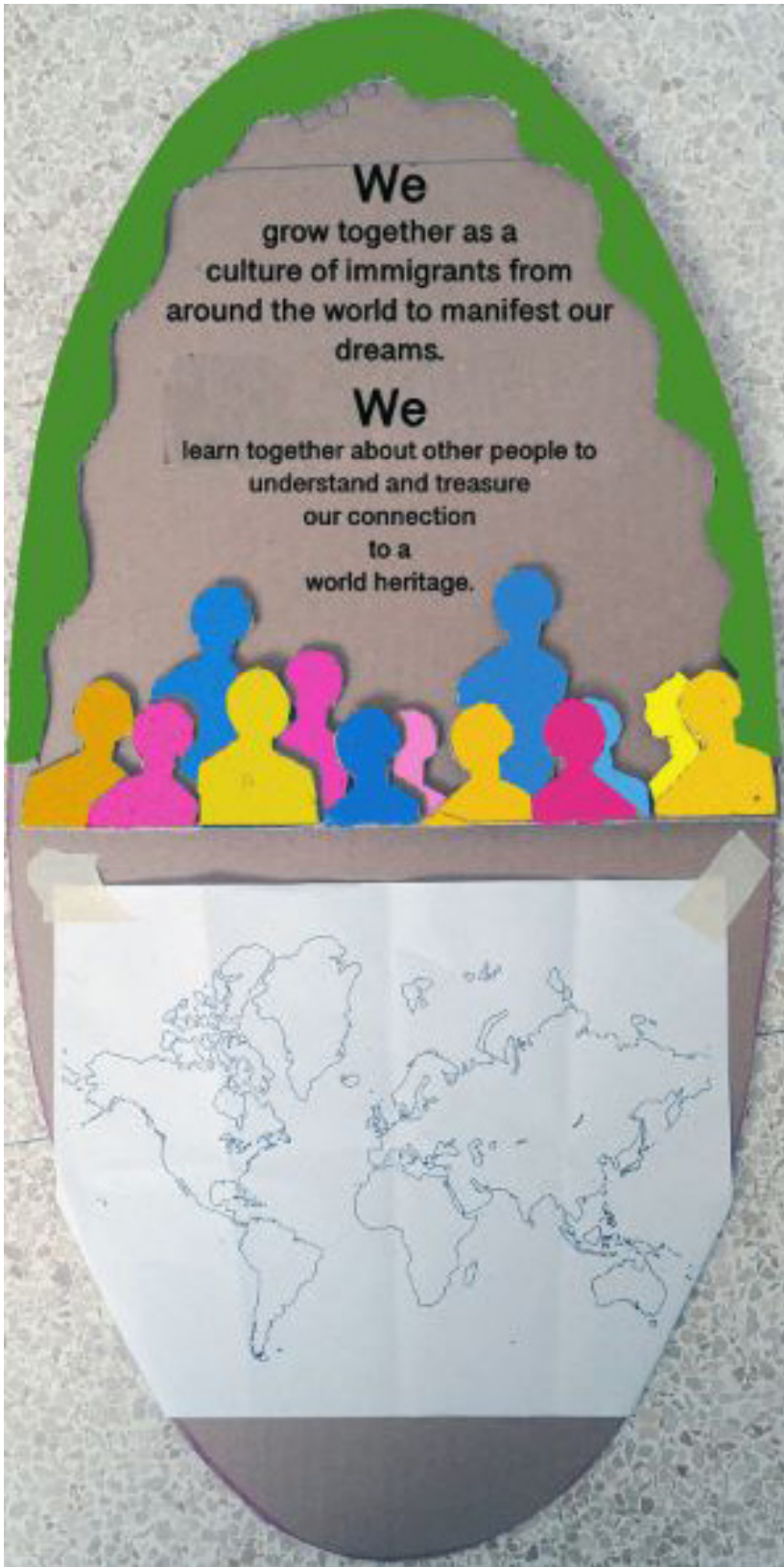
1999 Dania name changed to Dania Beach

2016 Von D. Mizell-Eula Johnson first state park in Florida to be named for African Americans.





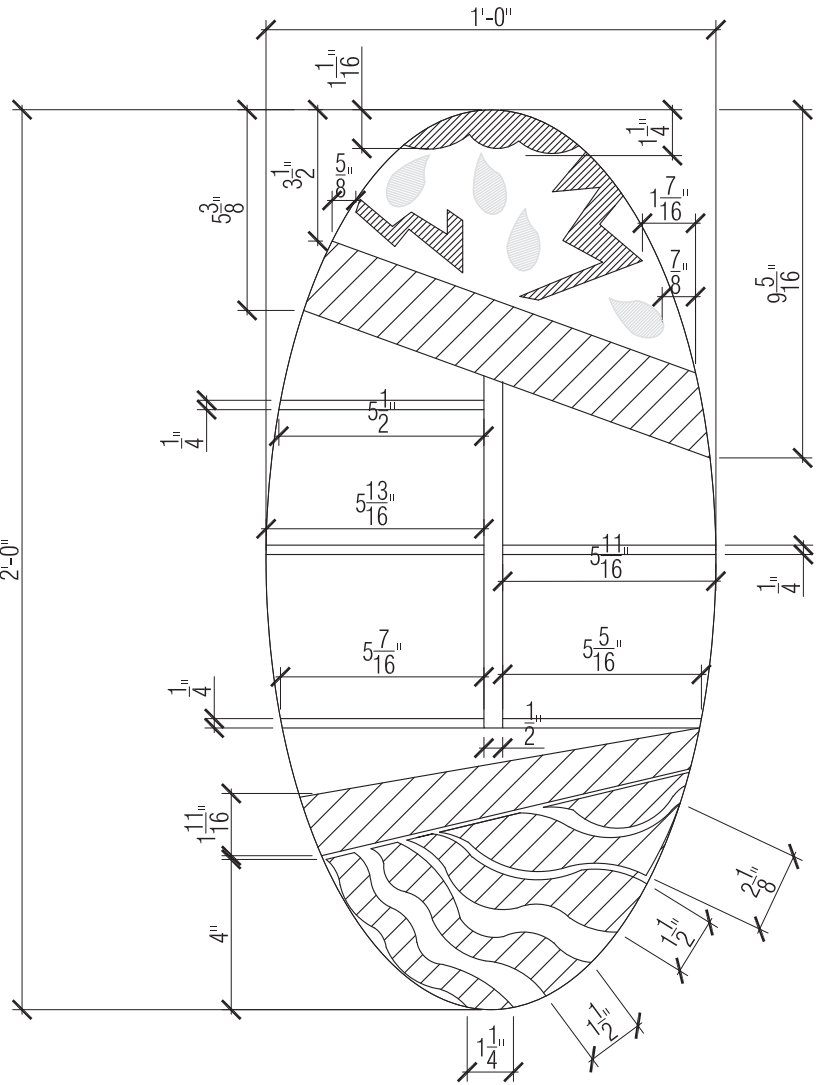
To be added: 1926, Dania voted to annex itself to the City of Hollywood.



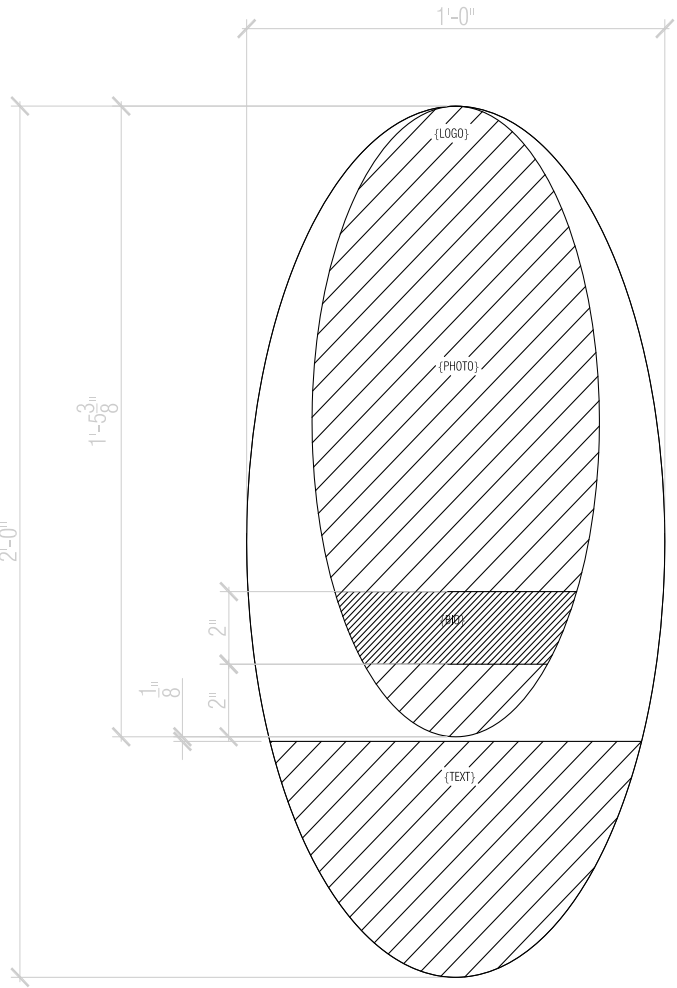
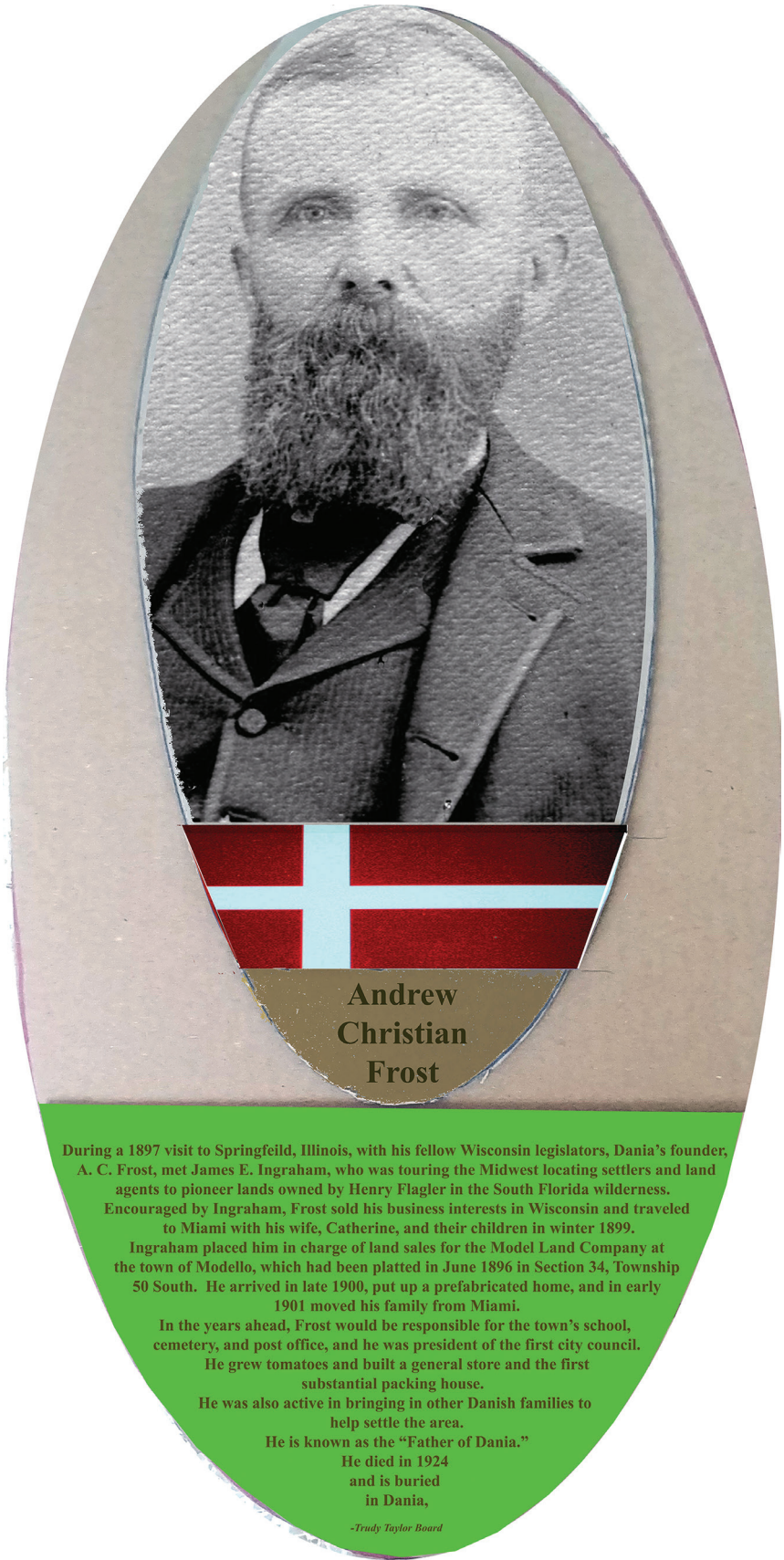


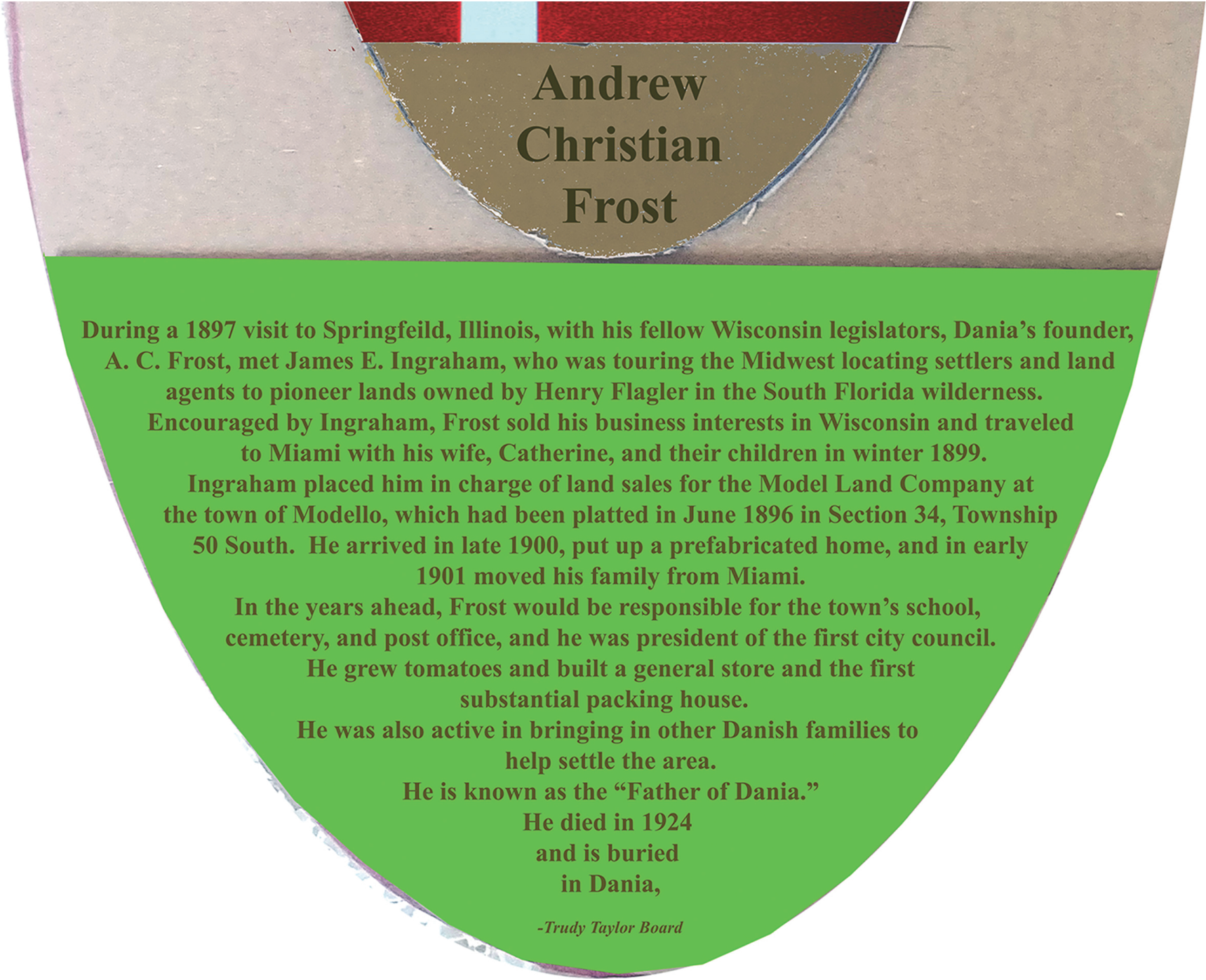
"Later" to be added

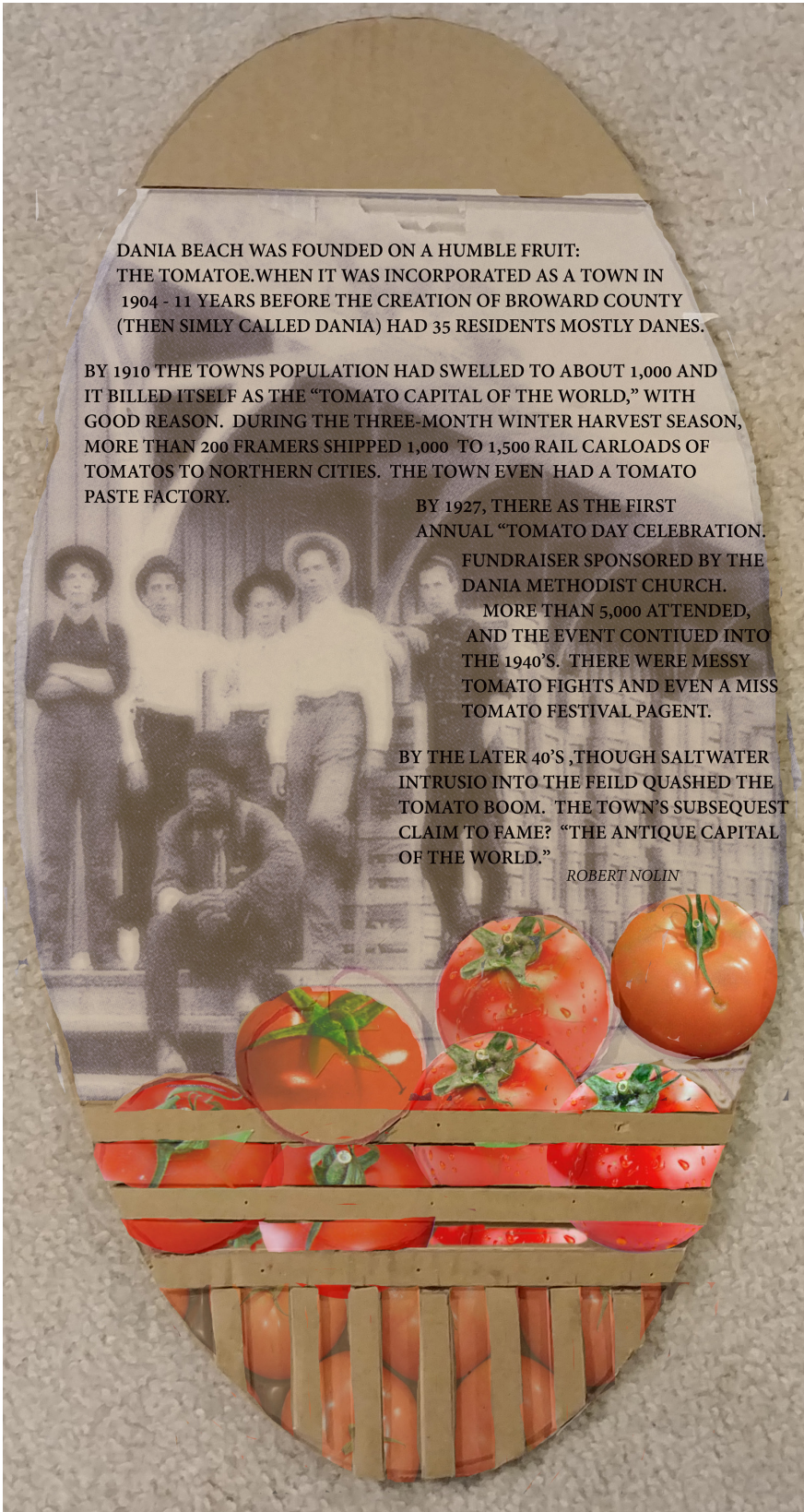
"," Period to be added



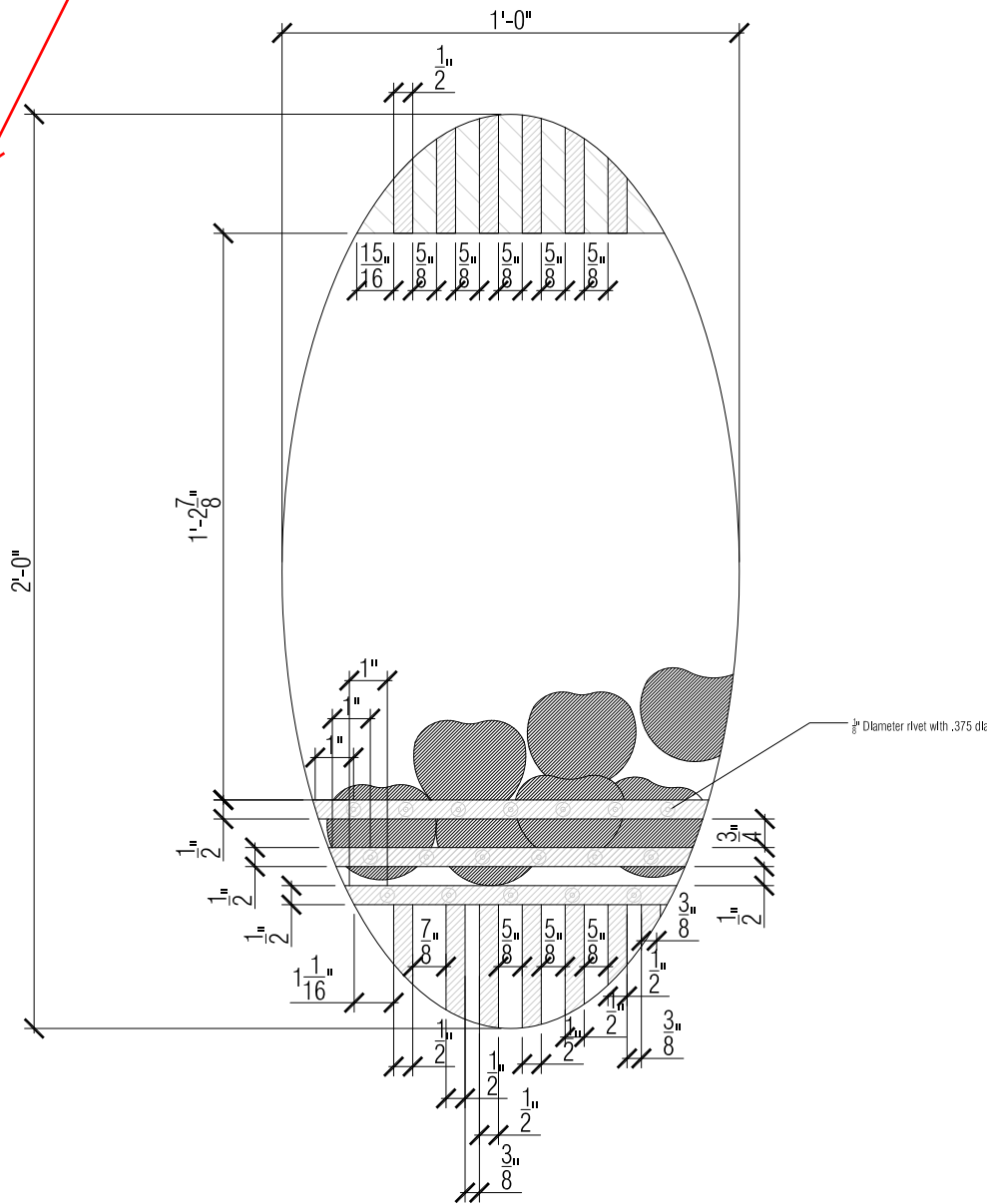


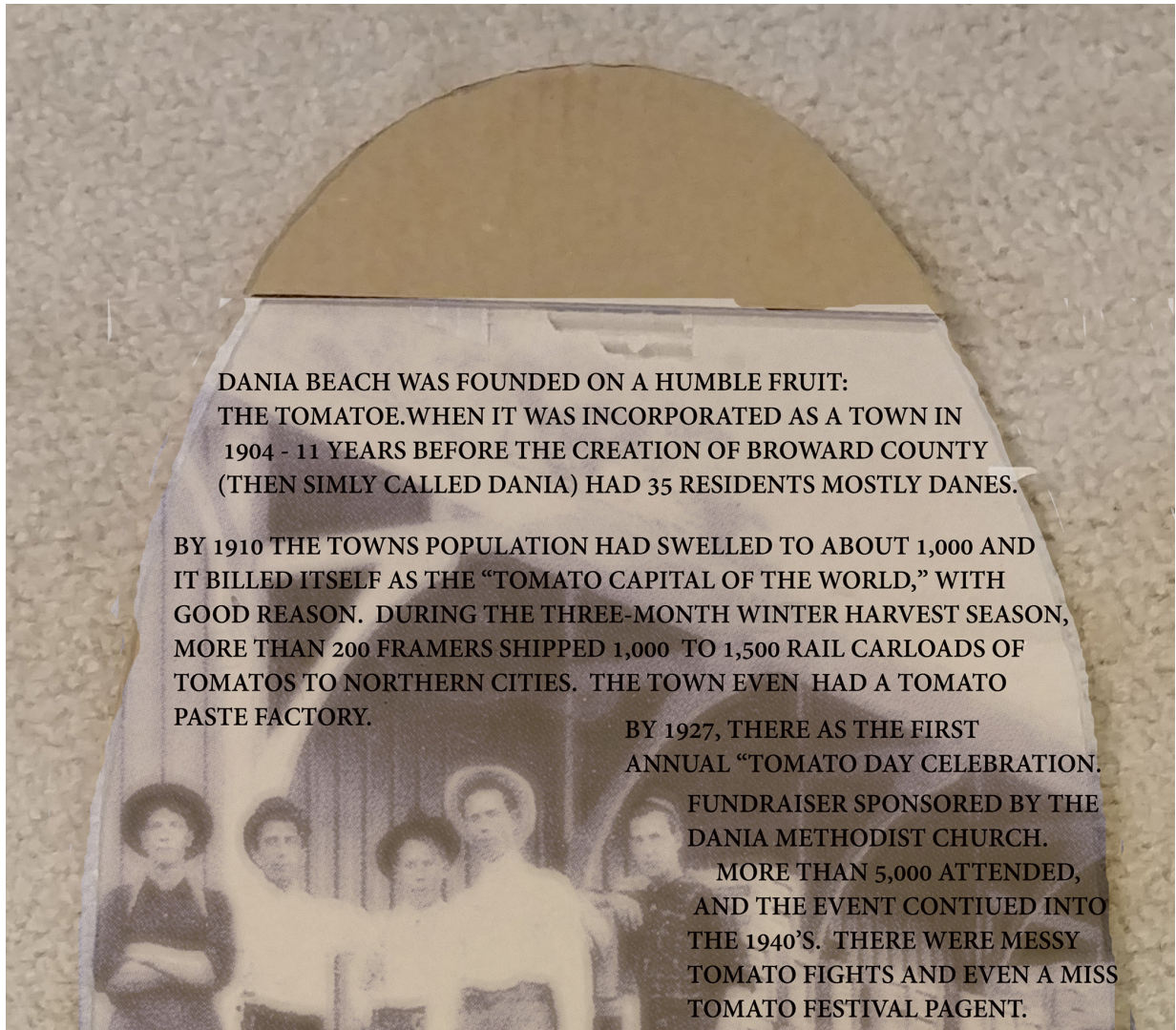


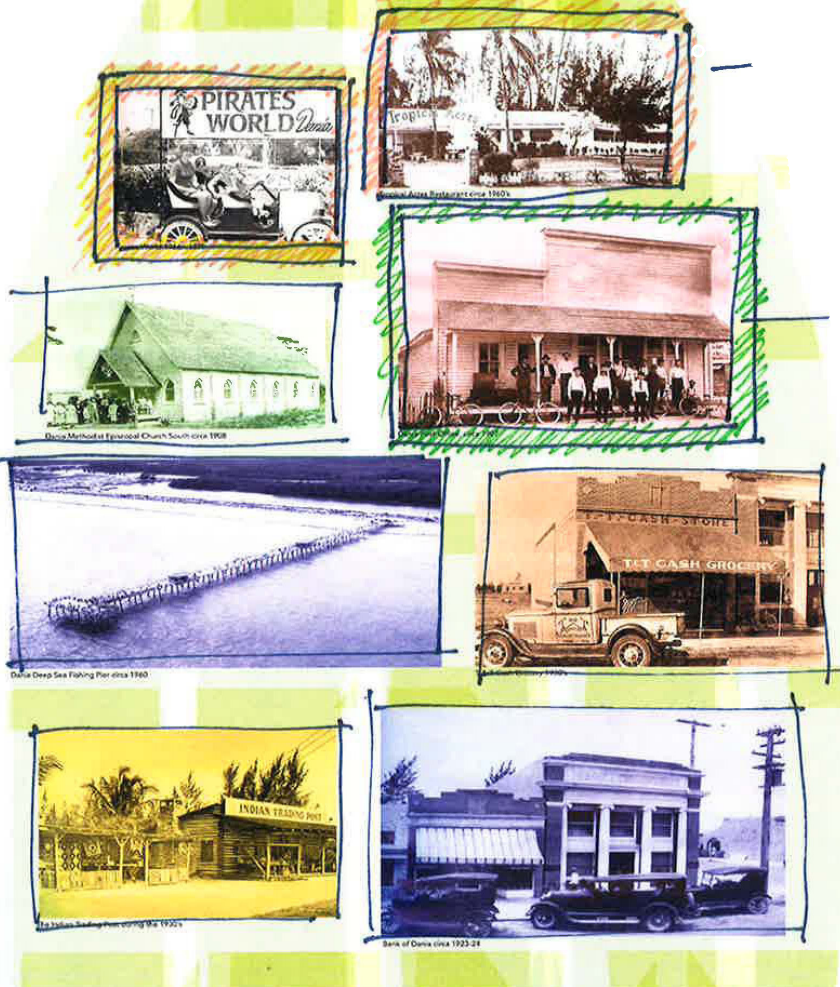




Content taken from writing by Robert Nolin. Spelling errors attributed to him. Notation of the writer to be made more prominent or the errors will be corrected.







PIRATES WORLD

DANIA

DANIA METHODIST EPISCOPAL CHURCH SOUTH

DANIA DEEP SEA FISHING PIER

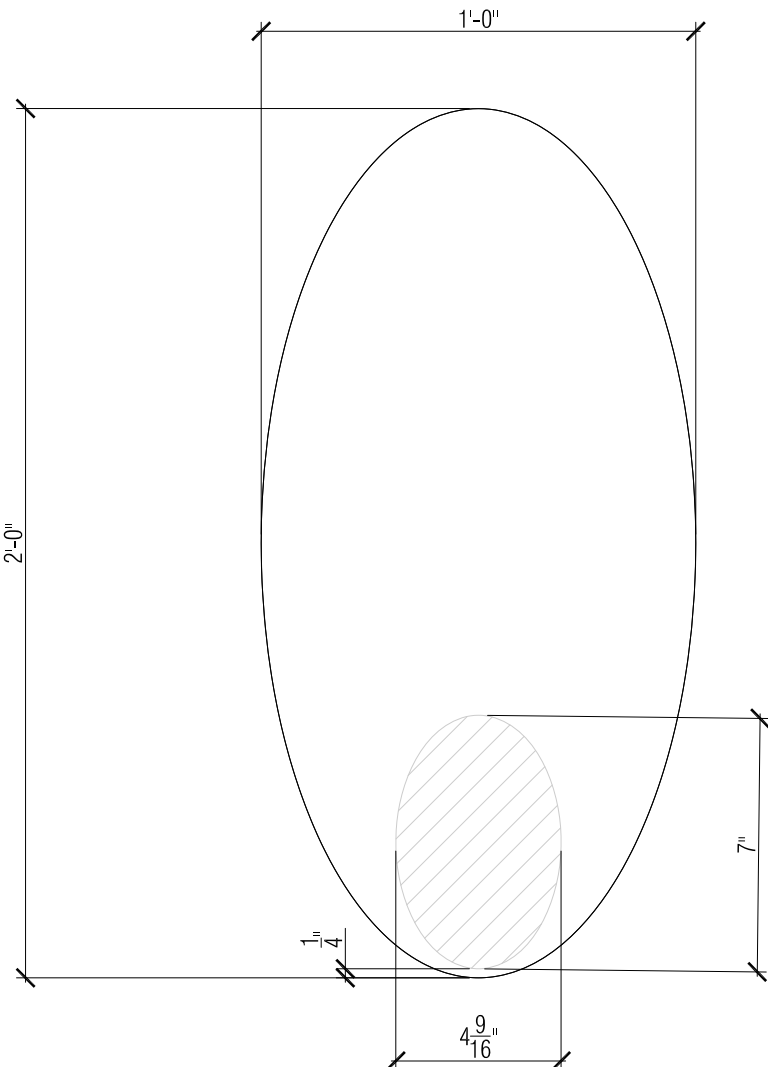
INDIAN TRADING POST

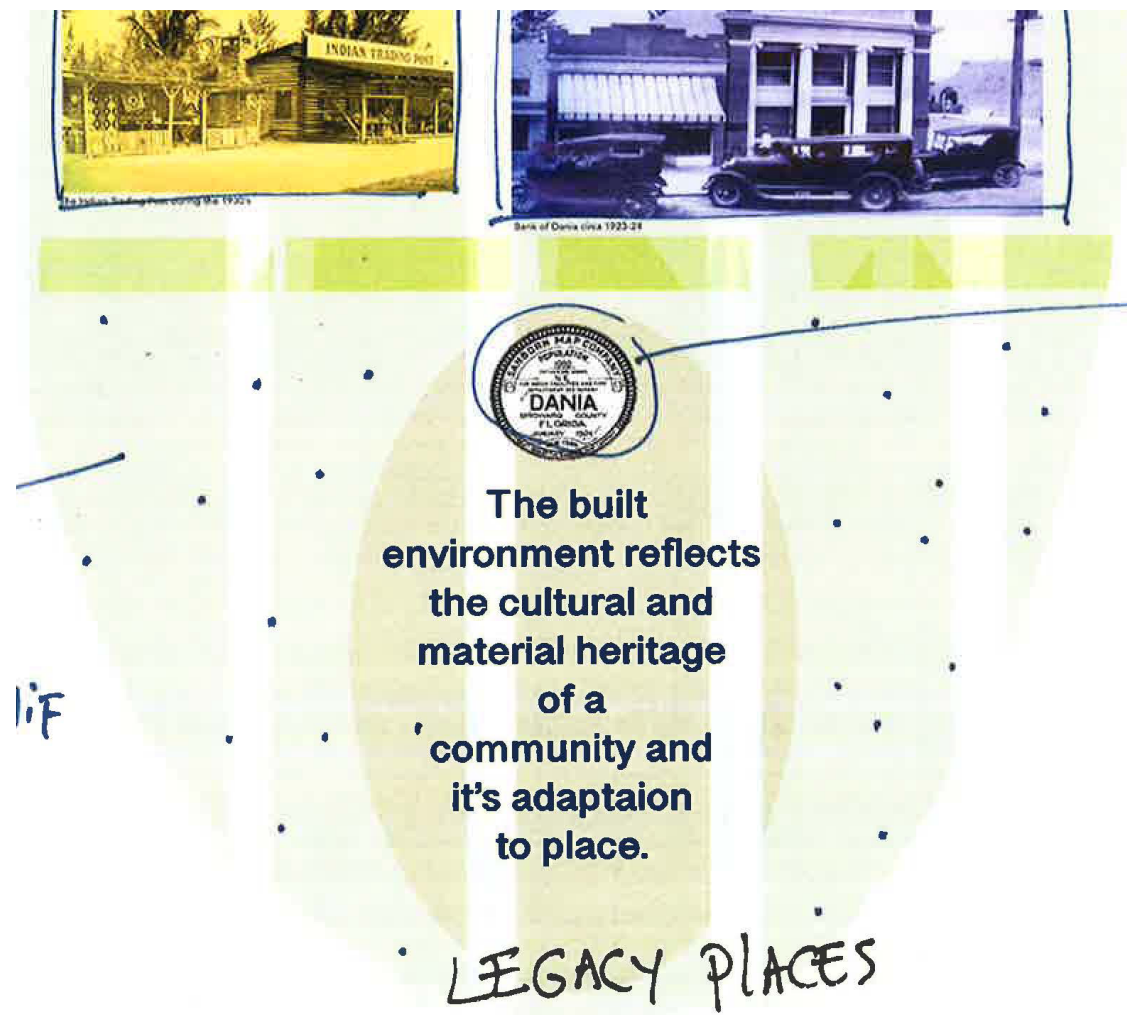
BANK OF DANIA

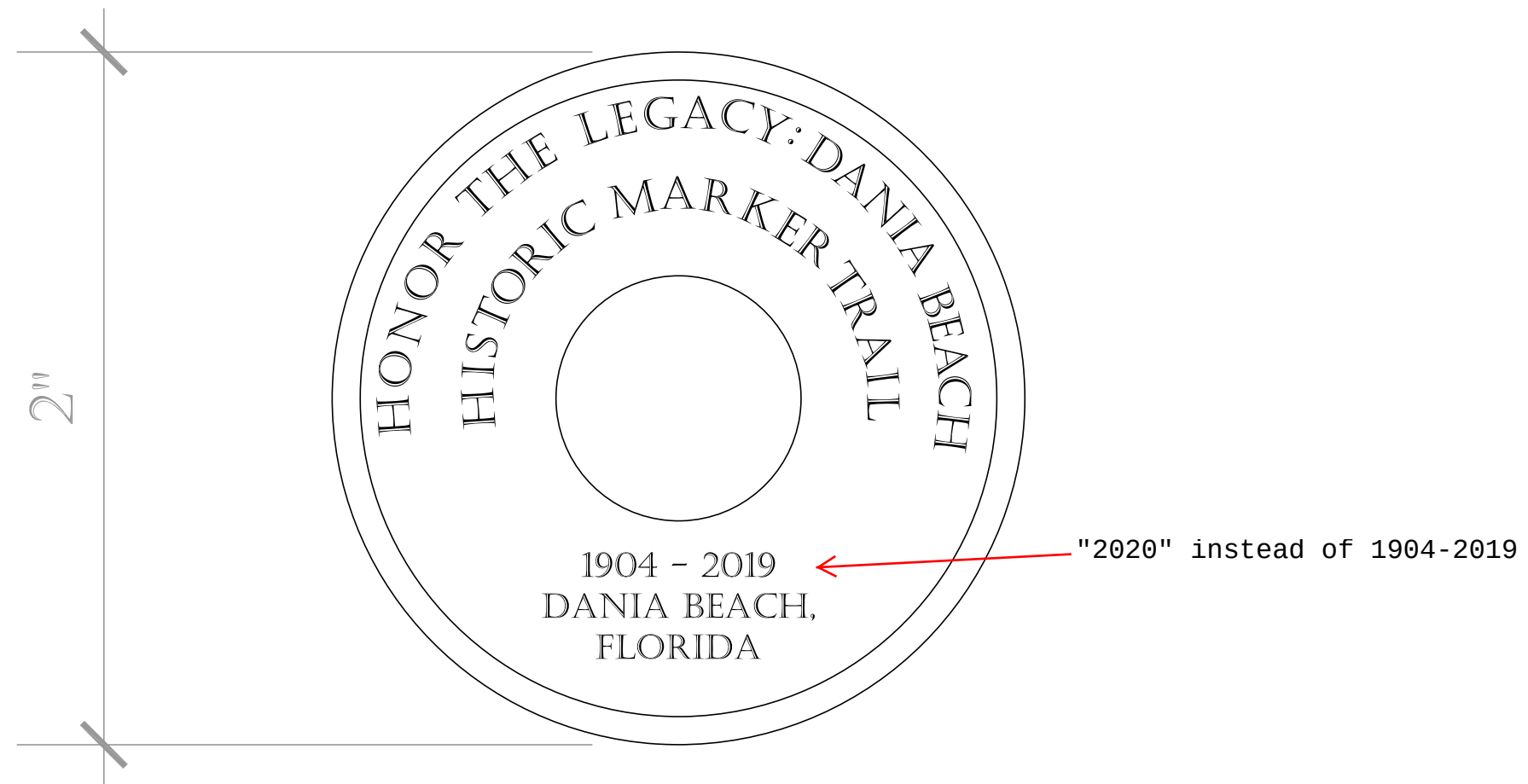
DANIA

The built environment reflects the cultural and material heritage of a community and its adaptation to place.

LEGACY PLACES







Honor the Legacy Project

The Honor the Legacy Project was envisioned to create a downtown self-guided walking tour featuring artistic markers referencing the legacy and history of Dania Beach as shared by the community and visualized by the artist Gary Moore. The artistic markers are not intended to be historic landmarks that correlate with specific sites or properties. The aim is to create an experience for residents and tourists while paying homage to Dania Beach places, moments, culture, heritage, leaders, pioneers, and other elements that make up part of the rich legacy of Dania Beach. Once installed, the CRA will develop a virtual/digital method to promote the walking tour aspect. This may include audio that can be played from a smartphone to link with each marker location. Walking to each marker in sequential order would involve walking less than one mile.

The artistic markers will be made of aluminum and securely fastened to solar light poles. The markers will be approximately 2 feet tall and 11 inches wide, curving to hug the solar light pole. Gary Moore has completed a similar project in Philadelphia, Pennsylvania as shown below using a cluster of smaller markers on each pole. The Honor the Legacy project will feature a single large marker on each pole.



Proposed Marker Locations

All selected solar light poles are on City of Dania Beach right-of-way and will be permitted through the City of Dania Beach. The markers will not be located on private property or require permitting via Florida Power and Light, Broward County or Florida Department of Transportation. This allows for a smoother permitting process than if private owners or other regulatory agencies are involved. The proposed artistic marker locations are primarily based on one or more of the following factors but can be altered as desired:

- 1) Existing solar light pole location;
- 2) Location within walking distance of other locations;
- 3) Location near historic, memorable or significant site (past or present) or attraction; and
- 4) Artistic marker theme has some connection with the location

Location & Theme Description

Marker 1 (Timeline theme) – SW 1st Avenue

Near: Jean Cook Realty, Canterbury Square, municipal parking garage



Marker 2 (Hurricane theme) – SW 1st Avenue

Near: Paul DeMaio Library, First Bank of Dania Beach



Marker 3 (Women’s theme) – West Dania Beach Blvd.
Near: Nyberg-Swanson House, Historical Society, Women’s Club



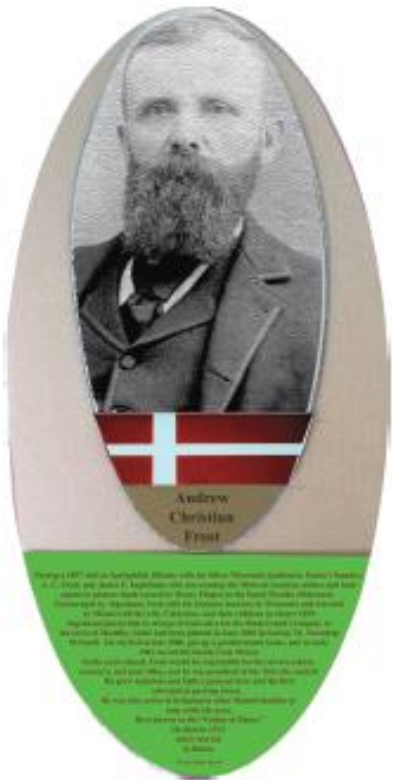
Marker 4 (Tomato theme)–NW Hill Street/NW 3rd Avenue
Near: Creative Workshop, near FEC railroad tracks, Fire Station 1



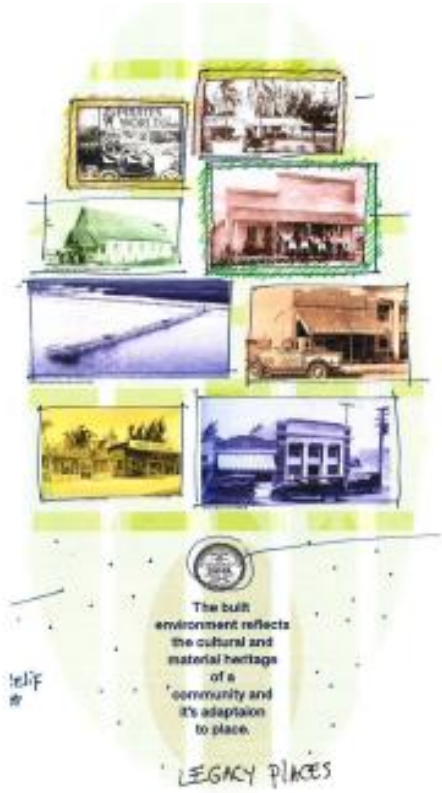
Marker 5 (Culture/immigrant theme)
Near: First Haitian Baptist Church, Fish Grill



Marker 6 (Frost theme) – NE 1st Avenue
Near: Jimmie’s Chocolates, Frost Park, old Dairy Belle



Marker 7 (Places theme) – NE 1st Avenue
Near: Old Pirate’s Inn, Tru Hilton



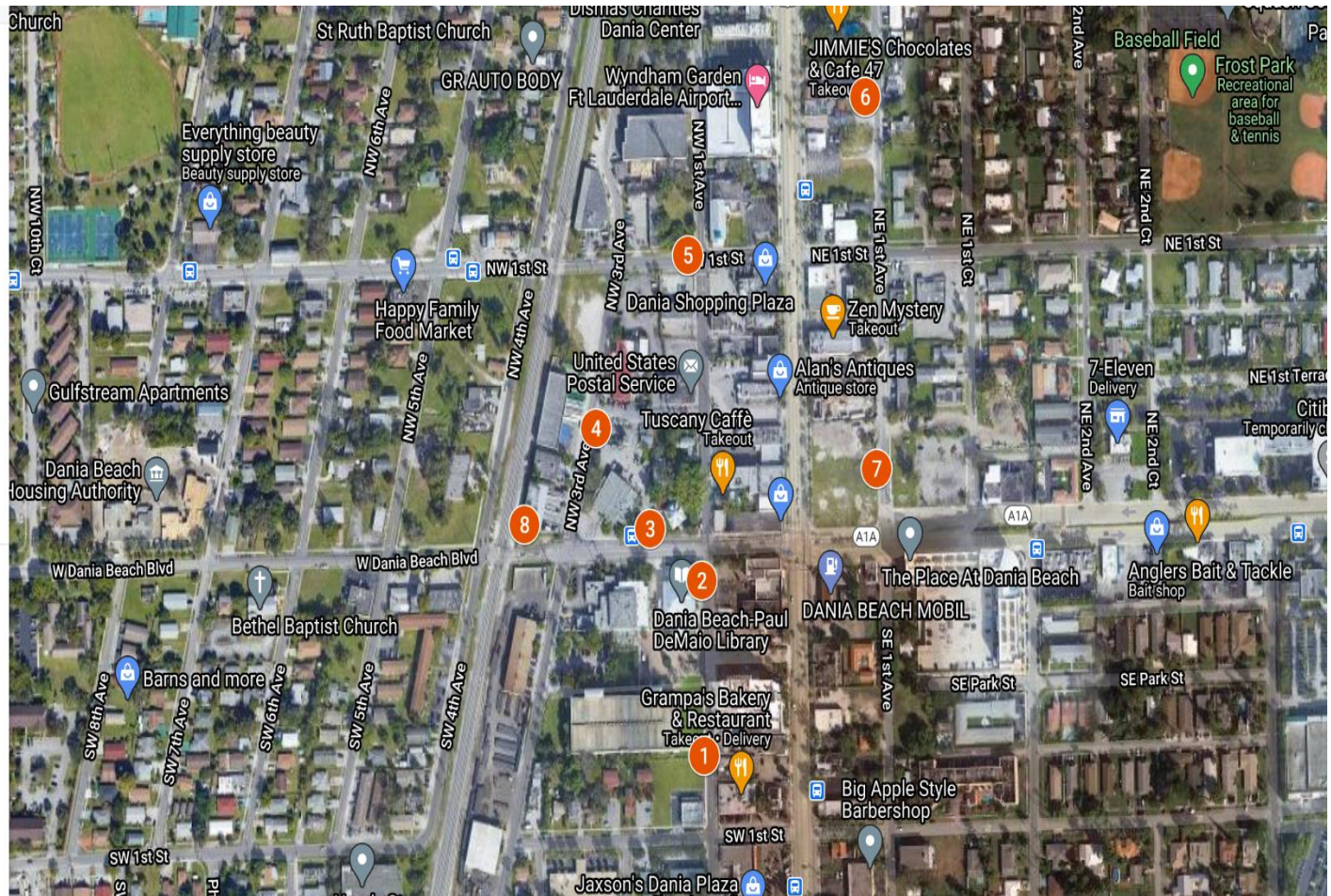
Mural (Marker 8) - 5 NW 3rd Avenue
Near: Railroad tracks



Location Map

Marker Locations

- 1 Marker 1 (Garage/Canterbury Square)
- 2 Marker 2 (Library)
- 3 Marker 3 (near Swanson House)
- 4 Marker 4 (Creative Workshop/Fire Station)
- 5 Marker 5 (near Fish Grill/Haitian Baptist Ch...
- 6 Marker 6 (near Jimmie's Chocolates - NE 1...
- 7 Marker 7 (Tru Hilton/NE 1st Ave)
- 8 Mural (5 NW 3 Avenue)







August 27, 2020

Mr. Steven Katz
Ms. Tracy A. Katz
TCK Enterprises, Inc.
2044 NW 25th Avenue
Pompano Beach, FL 33069

Re: Supergraphics Sign request located at 5 NW 3rd Avenue, Dania Beach

Dear Mr. Katz and Ms. Katz:

Our office is in receipt of your request for a supergraphics sign to be placed at the above-referenced property. The proposed supergraphics sign is attached to this letter for reference. Staff was able to confirm that your request is consistent with the regulations in the City's Land Development Code Section 505-40.

This letter will serve as approval for the requested supergraphics sign.

Should you have any questions, please feel free to contact me at (954) 924-6805, Ext. 3645.

Sincerely,

A handwritten signature in blue ink, appearing to read 'E. Norena', is written over the signature line.

Eleanor Norena, CFM
Community Development Director

Attachment

cc: Corinne Lajoie, AICP
Community Development Assistant Director

Rickelle Williams
CRA Executive Director

Mural Installation Agreement

This Mural Installation Agreement (the "Agreement") dated 15th day of September, 2020, by and between TCK Enterprises, Inc., a Florida corporation ("Owner") and the Dania Beach Community Redevelopment Agency, a public body corporate and politic, under Part III, Chapter 163, Florida Statutes (the "CRA"), with respect to the installation of a wall mural by the CRA onto Owner's wall, at the Owner's property located at 5 NW 3rd Avenue, Dania Beach, Florida (the "Property"), and the parties provide as follows:

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

1. **Scope of Work.** Owner agrees to authorize the CRA to install on the Property (the wall) the mural design, in accordance with the plans and specifications as set forth in the Design Proposal (the "Work"), a copy of which is attached to, made a part of and is incorporated into this Agreement by this reference. The Work does not include any modifications to any electrical system or any other modification not within the scope of Work; it being the express intent of the CRA that the artist rendering the work is only performing services relating to the Work in the attached exhibit. The Owner shall, at all times, provide reasonable access to CRA and its contracted artist for purposes of performing the Work. The CRA contracted artist is Kneebaby Arts Inc./Gary Moore as the artist, who has subcontracted the mural installation to Art N Soul.

2. **Term; Time of Completion.** This Agreement shall be for a term of three (3) years (the "Term"). For the first year of the Term, CRA shall complete the Work no later than **December 31, 2020** ("Completion Date"), being subject to acts of God or any other events which are outside of the control of CRA. Final installation of the work in substantial accordance with the Work details shall be evidence of completion. The Owner shall keep the mural on the west wall for at least three years, but the CRA shall be responsible for maintenance of the mural for the three (3) year period. Maintenance shall include removal of any graffiti, and ensuring the mural remains in good condition, substantially similar to the condition upon final installation.

3. **Warranty; Repairs.** CRA will warrant the Work for the three year period of this Agreement, which warranty shall be limited to repairing and replacing the Work. The Owner shall provide CRA with written notice specifying in it any defect(s), and CRA shall have a reasonable time thereafter to cure such defects.

4. **Indemnification of the CRA and the City.** CRA shall, in addition to any other obligation to indemnify the Owner to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the Owner, including its respective agents and elected officials and employees from and against all claims, actions, liabilities, losses, or costs arising out of any actual or alleged:

- (a) bodily injury, sickness, disease, death, or injury to or destruction of tangible property, including the loss of use resulting from or any other damage or loss arising out of or resulting or claimed to have resulted, in whole or in part, from any actual or alleged act or omission of CRA, anyone directly or indirectly employed or subcontracted by it, or anyone for whose acts any of them may be liable in the performance of the Work;
- (b) any violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent rights by CRA in the performance of the Work; and
- (c) liens, claims, actions made by CRA or any other party performing the Work.

5. **Venue; Fees.** All claims, counterclaims, disputes and other matters in question between the CRA and Owner 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.

6. 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.

7. **Operations during Dispute.** In the event that a dispute, if any, arises between the CRA and Owner relating to this Agreement, or its performance or compensation, the Owner agrees to authorize continued use of the wall as required by this Agreement.

8. **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.

9. **Headings.** Headings in this Agreement are for convenience of reference only and are not to be considered in any interpretation of this Agreement.

10. **Exhibits.** Each exhibit and document referred to in this Agreement forms an essential part of this Agreement.

11. **Severability.** If any provision of this Agreement, or the application of it to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected, shall continue in full force and effect, and shall be enforced to the fullest extent permitted by law.

12. **All Prior Agreements Superseded.** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained in it, 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, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

13. **Insurance.** Owner agrees that at all times Owner will carry general liability, fire, tornado, hurricane (wind) and other necessary insurance. CRA is fully covered by workers compensation and general liability insurance.

14. **Successors and Heirs; Assignment.** This Agreement shall be binding on the party's successors, heirs, personal representatives, and assigns. Owner shall have the right to assign this Agreement. CRA may not assign this Agreement, unless expressly consented to in writing by Owner.

15. **Notices.** Any notice or demand which may be given under this Agreement or under any law shall be in writing and shall be deemed to have been given when mailed by certified mail return receipt requested postage prepaid, addressed to the respective parties at the following addresses:

Owner: TCK Enterprises, Inc.
5 NW 3rd Avenue
Dani Beach, FL 3304
Attention: Steve and Tracey Katz

CRA: Dania Beach Community Redevelopment Agency
Attention Executive Director
100 W Dania Beach Blvd.
Dania Beach, FL 33004

16. **Termination.** The CRA may terminate the Agreement at any time by providing written notice thereof and by simultaneously returning Owner's property to its original condition. Such termination shall release the parties from all obligations to each other.

17. **Guaranty Authorization.** The signatories to this Agreement guaranty that they are authorized to enter into this Agreement and that they shall be bound by the obligations undertaken in this Agreement.

18. This Agreement may be signed in counter-parts. Facsimile or emailed PDF copies shall serve as originals.

IN WITNESS of the foregoing, the parties have executed this Agreement effective as of
September 2, 2020.

ATTEST:

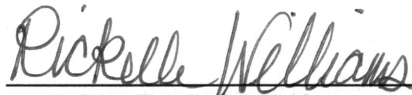
Thomas
Schneider

Digitally signed by Thomas
Schneider
DN: cn=Thomas Schneider, o=City
of Dania Beach, ou=City Clerk,
email=tschneider@daniabeachfl.g
ov, c=US
Date: 2020.09.02 13:07:36 -04'00'

THOMAS SCHNEIDER, CMC
CRA CLERK

CRA:

DANIA BEACH COMMUNITY
REDEVELOPMENT AGENCY,
a public body corporate and politic



RICKELLE WILLIAMS
EXECUTIVE DIRECTOR

APPROVED AS TO FORM AND
CORRECTNESS:

Thomas J. Ansbro

Digitally signed by Thomas J. Ansbro
DN: cn=Thomas J. Ansbro, o=City of Dania
Beach, ou=Legal Department,
email=tansbro@daniabeachfl.gov, c=US
Date: 2020.09.02 09:53:22 -04'00'

THOMAS J. ANSBRO
CRA ATTORNEY



DANIA BEACH
COMMUNITY REDEVELOPMENT AGENCY

WITNESSES:

J Goldstein
Signature

Lauren Goldstein
PRINT Name

G.A. Riston
Signature

G.A. Riston
PRINT Name

CONTRACTOR:]
TCK Enterprises, Inc., a Florida Corporation

By: Tracy Katz

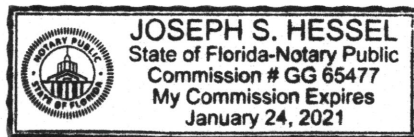
Tracy Katz
PRINT Name

VP.
Title

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or by ☐ online notarization, on SEPT. 1st 2020, by TRACY KATZ as VICE PRES, on behalf of TCK Enterprises, Inc., a Florida corporation. He/she is personally known to me or has produced PERSONALLY KNOWN as identification.



My commission expires:

[Signature]
NOTARY PUBLIC
State of Florida

AMENDMENT TO AGREEMENT

THIS IS AN AMENDMENT (the “Amendment”) to an Agreement (the “Agreement”) which Agreement is dated September 26, 2018, existing between the Dania Beach Community Redevelopment Agency, a public body corporate and politic, having an address at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 (the “CRA”), and Gary Moore D/B/A Kneebaby Arts, Inc., a Florida corporation (the “Consultant”) having an address of 24441-1 East Aragon Boulevard, Sunrise, Florida 33313. The City of Dania Beach, Florida is an intended third party beneficiary of this Amendment.

R E C I T A L S

The CRA and Consultant wish to amend the Agreement, attached as Exhibit “A”.

In consideration of mutual covenants specified below, and for other good and valuable consideration, the receipt and legal sufficiency of which are acknowledged and agreed upon, the parties agree that the Agreement is amended in the following respect:

1. The Agreement shall be extended an additional nineteen (19) months from the original completion date of May 31, 2019. The completion date is, therefore December 31, 2020. The extension of the term does not include additional compensation.

2. The Consultant shall invoice up to a total of \$32,000.00 for design services and fabrication related to Project. Payment requests shall be made in installments payable as shown below upon receipt of invoice with documentation required by CRA. Consultant shall seek advance written CRA approval prior to making any purchases. The Consultant must provide written or other evidence to support each payment request:

Payment Request 1: September 30, 2020 or sooner if all tasks are completed \$10,000.00 upon receipt of invoice and completion of the following tasks:

- Mural design approved by the CRA Board; and
- Mural logistics and production details provided to CRA; and
- Work on mural begins as shown by in-progress photos of wall treatment and preparation and/or equipment staging.

Payment Request 2: October 30, 2020 or sooner if all tasks are completed \$ 9,000.00 upon receipt of invoice and completion of the following tasks:

- Artistic marker designs approved by the CRA Board; and
- Fabrication and installation of three (3) markers as shown by photos of the installed markers; and
- Progress report of mural as shown by in-progress photos demonstrating paint application reflecting at least 30 percent progress.

Payment Request 3: November 30, 2020 or sooner if all tasks are completed
\$ 9,000.00 upon receipt of invoice and completion of the following tasks:

- Fabrication and installation of three (3) artistic markers as shown by photos of the installed markers; and
- Progress report of mural as shown by in-progress photos demonstrating paint application reflecting at least 60 percent progress.

Payment Request 4: December 30, 2020 or sooner if all tasks are completed
\$4,000.00 upon receipt of invoice and completion of the following tasks:

- Fabrication and installation of one (1) artistic marker as shown by photos of the installed marker; and
- Completion of mural as shown by final photos demonstrating paint application reflecting at 100 percent progress.

Except as amended and modified by this First Amendment, all of the terms, conditions and covenants of the Agreement dated September 26, 2018, shall remain in full force and effect. In the event of any conflict between the provisions of the Agreement and the provisions of this Amendment, this Amendment shall control.

IN WITNESS OF THE FOREGOING, this Amendment is effective upon its complete execution by both parties.

IN WITNESS OF THE FOREGOING, this Amendment is effective upon its complete execution by both parties.

ATTEST:

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

THOMAS SCHNEIDER, CMC
CRA CLERK

LORI LEWELLEN
CRA CHAIRPERSON

Date: _____

APPROVED FOR LEGAL FORM AND
CORRECTNESS:

THOMAS J. ANSBRO
CRA ATTORNEY

RICKELLE WILLIAMS
CRA EXECUTIVE DIRECTOR

Date: _____

WITNESSES:
Kneebaby Arts, Inc., a Florida Corporation

CONSULTANT:

SIGNATURE

SIGNATURE

PRINT Name

Gary Moore
PRINT Name

SIGNATURE

President
Title

PRINT Name

Date

STATE OF FLORIDA

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or by ☐ online notarization, on _____, 2020, by _____ as _____ of _____, a Florida corporation, on behalf of the company. He/she is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

Print Name

My Commission Expires:

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY
AND
GARY MOORE D/B/A KNEEBABY ARTS, INC.**

THIS AGREEMENT is made as of September 26, 2018 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, having an address at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 ("**CRA**"), and Gary Moore D/B/A Kneebaby Arts, Inc., a Florida corporation (**the "Consultant"**) having an address at 24441-1 East Aragon Blvd, Sunrise, Florida 33313. The City of Dania Beach, Florida is an intended third party beneficiary of this Agreement.

WHEREAS, the Consultant and CRA, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for **ARTIST SERVICES** related to the "DANIA BEACH HONOR THE LEGACY PROJECT" (the "Project"), partially funded through an Art of Community Grant from the Community Foundation of Broward; and

WHEREAS, the CRA desires to engage the Consultant to perform the services specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in the Agreement, the Consultant and the CRA agree as follows.

1. Scope of Services/Deliverables.

The Consultant shall provide services for the Project described in this Agreement.

2. Term/Commencement Date.

This Agreement shall become effective upon execution by both parties and shall remain in effect through or until completion of the Project (which is due before May 31, 2019) unless earlier terminated in accordance with Paragraph 8. The CRA Executive Director may extend the term of this Agreement up to an additional 180 days by written notice to the Consultant.

3. Compensation and Payment.

3.1 Artist Fee: The Consultant shall be compensated a total of \$12,500.00 for the "Project" payable in four (4) quarterly installments of \$3,125.00.

August 31, 2018	\$3,125.00
November 30, 2018	\$3,125.00
February 28, 2019	\$3,125.00
May 31, 2019	\$3,125.00

3.2 Supplies: The Consultant shall be reimbursed up to a total of \$32,000.00 for design and fabrication supplies related to Project. Reimbursements shall be made in installments not to exceed \$8,000.00, payable as shown below. Consultant shall seek written CRA approval prior to making any purchases. All reimbursement requests shall be submitted to the CRA for approval. The Consultant must provide written or other evidence to support the reimbursement request. Supporting documents may include but are not limited to vendor invoices, cancelled checks, credit card payment receipts, time sheets, or any other documents deemed reasonable and necessary by the CRA to support reimbursement.

November 30, 2018	\$8,000.00
January 31, 2019	\$8,000.00
March 31 2019	\$8,000.00
May 31, 2019	\$8,000.00

3.3 Studio Rental: The Consultant shall be compensated a total of \$7,500.00 for use of studio space to design and fabricate eight (8) art pieces related to the Project. Payment for studio use shall be payable in four (4) quarterly installments of \$1,875.00, payable as follows:

August 31, 2018	\$1,875.00
November 30, 2018	\$1,875.00
February 28, 2019	\$1,875.00
May 31, 2019	\$1,875.00

3.4 The CRA shall pay Consultant in accordance with the Florida Prompt Payment Act.

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

4. Sub-consultants.

4.1 The Consultant shall be responsible for all payments to any sub-consultants and shall maintain responsibility for all work related to the Project.

4.2 Any sub-consultants proposed to be used on the Project must have the prior written approval of the CRA Executive Director.

4.3

5. CRA's Responsibilities. The CRA will:

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

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

6. Consultant's Responsibilities

The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided by a Consultant under similar circumstances. If at any time during the term of this Agreement or within one year after the completion of the Project, it is determined that the Consultant's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification, from the CRA Executive Director, the Consultant shall at Consultant's sole expense, immediately correct the work.

7. Conflict of Interest.

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

8. Termination.

8.1 The CRA Executive Director without cause may terminate this Agreement upon thirty (30) days written notice to the Consultant, or immediately with cause. Consultant may terminate this Agreement with thirty (30) day written notice to the CRA.

8.2 The Agreement may be terminated for convenience by CRA upon fifteen (15) days' advance written notice to the Consultant (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, the Consultant shall be paid for all acceptable Services performed prior to termination and shall not be entitled to any other costs, fees or payments.

- 8.4 Upon receipt of the CRA's written notice of termination, Consultant shall stop work on the Project unless directed otherwise by the CRA Executive Director.
- 8.5 In the event of termination by the CRA, the Consultant shall be paid for all work accepted by the CRA Executive Director up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.5.
- 8.6 The Consultant shall transfer all books, records, reports, working drafts, designs, documents, maps, and data pertaining to the Project to the CRA, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

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

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

- 9.1 Certificates of Insurance must be delivered to the Risk Manager of the City. All Certificates of Insurance must clearly identify the contract to which they pertain, including a brief description of the subject matter of the contract. If coverage is not provided, then Contractor is responsible for prompt notice to the CRA Executive Director and the City. Insurance policies for required coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies' financial ratings must be no less than A-VII in the latest edition of the "BEST'S KEY RATING GUIDE", published by A.M. Best Guide. In the event that the insurance carrier's rating shall drop, the insurance carrier shall immediately notify the City in writing.
- 9.2 Coverages shall be in force while all services required to be performed under the terms of this Agreement are being performed. In the event insurance certificates provided to the CRA and the City indicate that the insurance shall terminate and lapse during the Event period, then in that event, the Contractor shall immediately furnish a renewed Certificate of

Insurance as proof that equal and like coverages for the period of the Agreement, is in effect. The contractor and any subcontractor of the contractor shall not perform or continue any services pursuant to the agreement, unless all coverages remain in full force and effect. Any delay in the services caused by a lapse in coverage shall be non-excusable, shall not be grounds for an extension, and will be subject to any other applicable provisions described in this agreement, concerning contractor or its contractor or subcontractor's delay.

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

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

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

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

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

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

10. Nondiscrimination.

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

11. Attorney Fees, Venue and Waiver of Jury Trial.

11.1 Venue; Fees. All claims, counterclaims, disputes and other matters in question between CRA and Consultant 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.

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

11.3 Operations During Dispute. In the event that a dispute, if any, arises between the CRA and the Consultant 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 CRA.

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

11.5 Attorney Fees and Costs. If CRA or Consultant incurs any expense in enforcing the terms of this Agreement, whether suit is brought or not, each party shall bear its own costs and expenses including, but not limited to, court costs and reasonable attorney fees.

12. Indemnification.

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

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

13. Notices/Authorized Representatives.

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

For the CRA:

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

For The Consultant:

Gary Moore, President
Kneebaby Arts, Inc.
24441-1 East Aragon Blvd
Sunrise, FL 33313

14. Governing Law.

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

15. Entire Agreement/Modification/Amendment.

15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth in this Agreement.

- 15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Public Records Law.

Consultant shall maintain books, records, documents and other evidence directly pertinent to performance of work under this Agreement in accordance with generally accepted accounting principles and practices. The Consultant shall also maintain the financial information and data used by the Consultant in the preparation of support of any claim for reimbursement for any out-of-pocket expense or cost. The CRA shall have access to such books, records, documents and other evidence for inspection, audit and copying during normal business hours. The Consultant will provide proper facilities for such access and inspection. Audits conducted under this section shall observe generally accepted auditing standards and established procedures and guidelines of the City. The Florida Public Records Act, Chapter 119 of the Florida Statutes, may have application to records or documents pertaining to this Agreement and Consultant acknowledges that such laws have possible application and agrees to comply with all such laws.

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

Section 119.0701(2)(a), Florida Statutes

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

Custodian of Records: **THOMAS SCHNEIDER, CITY CLERK**
Mailing Address: **100 W. Dania Beach Boulevard**
Dania Beach, Florida 33004

Telephone number: 954-924-9800, Ext. 3623

Email: tschneider@daniabeachfl.gov

17. Nonassignability, Sub-contractors.

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

18. Severability.

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

19. Independent Contractor.

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

20. Compliance with Laws.

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

21. **Waiver**

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

22. **Survival of Provisions**

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

23. **Prohibition of Contingency Fees.**

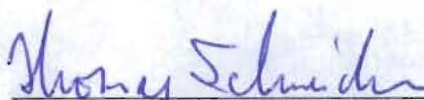
The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona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

24. **Counterparts**

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

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

ATTEST:



THOMAS SCHNEIDER, CMC
CRA CLERK

CRA:

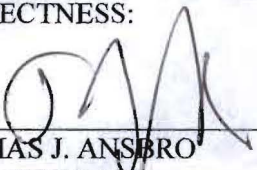
The Dania Beach Community Redevelopment
Agency, a public body corporate and politic



TAMARA JAMES
CRA CHAIRPERSON

Date: 9/26/2018

APPROVED FOR LEGAL FORM AND
CORRECTNESS:



THOMAS J. ANSBRO
CRA ATTORNEY

Date: September 26, 2018



WITNESSES:

[Signature]
SIGNATURE

Daniel Featherston
PRINT Name

[Signature]
SIGNATURE

Jean Michael JeanFabb
PRINT Name

CONSULTANT:

Kneebaby Arts, Inc, a Florida Corporation

[Signature]
SIGNATURE

Gary Moore
PRINT Name

President
Title

9-14-18
Date

STATE OF FLORIDA
COUNTY OF Brauerd

The foregoing instrument was acknowledged before me on September 14, 2018 by Gary L Moore as Pres of Kneebaby Arts, Inc. on behalf of the company. He/she is personally known to me or produced Florida Driver as identification.

My commission expires: 1/28/2020

[Signature]
NOTARY PUBLIC, State of Florida



Jacklyn Davis
Notary Public
State of Florida
My Commission Expires 1/28/2020
Commission No. FF 955581

Exhibit "A"

Professional Services Agreement between Dania Beach Community Redevelopment Agency and Gary Moore D/B/A Kneebaby Arts, Inc.

Project: Dania Beach: Honor the Legacy

Consultant: Gary Moore (Kneebaby Arts, Inc., Agent)

Kneebaby Arts, Inc. will provide Artist Services for the implementation of the "Dania Beach: Honor the Legacy" Project as part of the Art of Community Grant from the Community Foundation of Broward. The Project will feature a series of eight (8) historic markers in Downtown Dania Beach to be coordinated (designed, fabricated and installed) by the Consultant.

Scope of Service/Deliverables

Predesign Phase

- Coordination meetings with project participants: city engineer, historian, community Representatives.
- Set up community studio as office, interview location, design collaboration site
- Historic research to determine content, events and photography for markers
- Community questionnaire

Design Phase

- Provide conceptual drawings defining artistic intent
- Conduct series of community interviews through studio workshops, unscheduled visits
- Coordinate design work and permitting requirements with Dania Beach engineers and other City departments as needed.
- Provide samples of intended materials
- Collaborative community meetings
- Update project budget and schedule

Fabrication/Installation Phase

- Provide the materials and labor for fabrication designs
- Provide design and fabrication reviews with vendors
- Provide field oversight and coordination during installation
- Coordinate logistics and installation

Compensation and Payment

Artist Fee: The Consultant shall be compensated a total of \$12,500.00 in Artist Fees for the "Project" payable in four (4) quarterly installments of Three Thousand One Hundred Twenty Five Dollars (\$3,125) payable as follows:

August 31, 2018	\$3,125.00
November 30, 2018	\$3,125.00
February 28, 2019	\$3,125.00
May 31, 2019	\$3,125.00

Supplies: The Consultant shall be reimbursed up to a total of \$32,000.00 for design and fabrication supplies related to Project. Reimbursements shall be made in installments not to exceed \$8,000.00. Consultant shall see written CRA approval prior to making purchases. Reimbursement requests shall be submitted to the CRA for approval. The consultant must provide support for the reimbursement request. Supporting documents may include but are not limited to vendor invoices, cancelled checks, credit card payment receipts, time sheets, or any other documents deemed reasonable and necessary by the CRA to support reimbursement.

November 30, 2018	\$8,000.00
January 31, 2019	\$8,000.00
March 31 2019	\$8,000.00
May 31, 2019	\$8,000.00

Studio Rental: The Consultant shall be compensated a total of \$7,500.00 for use of studio space to design and/or fabricate the eight (8) art pieces related to the Project. Payment for studio use shall be payable in four (4) quarterly installments of \$1,875.

August 31, 2018	\$1,875.00
November 30, 2018	\$1,875.00
February 28, 2019	\$1,875.00
May 31, 2019	\$1,875.00