

DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING
APRIL 13, 2021 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 Ordinance 2021-012, adopted February 9, 2021, and City Manager’s Order Adopting Rules for Use of Communications Media Technology for Public Meetings During Health Emergency, related to conducting 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
April 13, 2021 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/1481253182>

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: 148-125-3182

To raise hand and be acknowledged to speak:

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

AGENDA
COMMUNITY REDEVELOPMENT AGENCY
VIRTUAL REGULAR MEETING
TUESDAY, APRIL 13, 2021 - 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:
Approve Minutes of March 9, 2021 CRA Board Virtual Meeting
2. Travel Requests: None
3. RESOLUTION NO. 2021-CRA-003

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY (“CRA” OR “BORROWER”) OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING EXECUTION OF A FOURTH AMENDMENT TO THE LOAN AGREEMENT EXISTING BETWEEN THE CRA AND BROWARD COUNTY, FLORIDA (“COUNTY” OR “LENDER”) TO INCREASE THE TIME FOR CALCULATING THE COUNTY'S SHARE OF THE NET INCREASE IN THE TAX BASE DUE TO SPECIFIC REDEVELOPMENT PROJECT(S), FOR PURPOSES OF CONVERTING THE TERM OF THE LOAN TO A GRANT, FROM TWENTY (20) TO THIRTY (30) YEARS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

4. RESOLUTION NO. 2021-CRA-004

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA, ESTABLISHING THAT AN ELIGIBLE APPLICANT, MS. TREMENA BLAKE, MAY BE AWARDED A PARTICIPANT COMMITMENT FOR BENEFITS IN THE AMOUNT OF TWENTY THOUSAND DOLLARS (\$20,000.00) AS A FORGIVABLE LOAN FOR DOWN-PAYMENT/CLOSING COST ASSISTANCE TOWARD THE PURCHASE OF PROPERTY LOCATED AT 40 NW 14 AVENUE DANIA BEACH, AS EVIDENCED BY A PROMISSORY NOTE AND SECURED BY A SECOND MORTGAGE PURSUANT TO RESOLUTION 2019-CRA-002. UNDER THE FIRST-TIME HOMEBUYERS PROGRAM OF THE AT HOME DANIA BEACH PROGRAM; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

5. RESOLUTION NO. 2021-CRA-005

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING (“MOU”) BETWEEN THE CRA AND 4 DANIA BEACH HOLDINGS, LLC TO EXECUTE THE FIRST AMENDMENT TO DEVELOPMENT

AGREEMENT BETWEEN THE DANIA BEACH COMMUNITY
REDEVELOPMENT AGENCY AND 4 DANIA BEACH HOLDINGS, LLC;
PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE
DATE.

6. PROPOSALS AND BIDS

7. DISCUSSION AND POSSIBLE ACTION

8. BOARD MEMBER COMMENTS

9. INFORMATION ITEMS

10. ADJOURNMENT

MEMORANDUM

To: Dania Beach Community Redevelopment Agency Chair, Vice Chair and Board of Directors

From: Michael Chen, Executive Director

Date: April 13, 2021

Re: **Administrative Report**

1. CRA ANNUAL REPORT

Background: According to Florida ss163.371: Reporting Requirements, "By March 31 of each year, a community redevelopment agency shall file an annual report with the county or municipality that created the agency and publish the report on the agency's website".

Update: The fiscal year 2019-2020 Annual Report was completed and provided for circulation on Monday, March 29, 2021. Two copies have been distributed to the CRA Secretary for public viewing. Digital and printed copies were provided to Broward County and CRA Board Members, the City Manager and Assistant City Manager. The Report has also been posted on the CRA website. All documentation is in compliance with State and County requirements.

We changed the basic format of this year's Annual Report in an attempt to achieve a better balance between photos/graphics and text to make it more interesting to the reader, as well as effectively portraying the accomplishments of the CRA during FY2020. We are interested in any feedback from the Board that we can incorporate in next year's report.

2. SNOWBIRDS ENTERTAINMENT / SHOWTOM

Background: Snowbirds Entertainment is producing a broadcast with live audiences, SHOWTOM, of a pre-game sports show and post-game entertainment with talk show interviews and live entertainment, starting with the National Hockey league's 2020-2021 season. *Le Soleil de la Floride*, a monthly South Florida newspaper for Canadian visitors, is a sponsor of SHOWTOM and has a segment on each show.

According to Northstar Travel Media, in normal years over 3.5 million Canadians vacation in Florida each year. According to the Greater Ft Lauderdale Convention and Visitors Bureau, 47.5% of our international visitors are from Canada (more than the next 5 origin countries combined). These Canadian tourists are always looking for: What's new? Where to go? What to do? And seek referrals for support, health,

sports, events, real estate, services, etc., touching all spheres of information and latest news about Florida. SHOWTOM is designed to reach these tourists and where they come from to encourage more Canadians to visit South Florida and specifically Dania Beach.

Tom Lapointe, creator and star of SHOWTOM is proposing to permanently base the show in Dania Beach. Introductions:

- Tom Lapointe, too small physically to aspire to a hockey career, became a star in sports journalism. His passion for sport helps him overcome all obstacles, and he climbed the ranks of a profession that fascinates him. By the time he was thirty years old, he was rubbing shoulders with hockey legends and traveling with the Montreal Canadiens across North America. By the late 80s, due to several “scoops”, he became a radio and TV host in great demand.
- Denise Dumont is General Manager and Editor-In-Chief of Le Soleil de la Floride. Le Soleil de la Floride is a newspaper published in South Florida since 1983 for French speaking visitors and tourists. The paper is published monthly from May to September and weekly from October to April - 350,000 copies are sold in Florida, 100,000 in Quebec. Denise is a media star in her own right, with more than 125 interviews, in French and English, on provincial and national television, radio interviews, and has been quoted in prominent Canadian newspapers, The Washington Post, and The New York Times.

3. **DANIA BEACH INNOVATION ECOSYSTEM**

Background: In the past, these updates have been under the title of Mission-To-Market for Inclusive Economic Development (M2M). M2M is only a part of our Innovation Ecosystem, so in the future updates will be provided under the title of “DANIA BEACH INNOVATION ECOSYSTEM”

Innovation Ecosystem: An ecosystem is complicated and has many different platforms available to support entrepreneurs and early-stage ventures. The specific components that may be appropriate for any given ecosystem will vary, but will generally include:

- Education
- Location & Events
- Mentorship
- Incubation & Acceleration
- Funding
- Talent



Update

- **Dania Beach Innovation Ecosystem collaborative partners:**

- **FIU/Mission-To-Market (M2M)**: M2M is a cooperative agreement between the DOE and FIU. M2M seeks to tap the trillions of dollars of underutilized patented technologies developed by the DOE, its Labs, research institutions, and industry to foster economic development in South Florida and beyond. The CRA has executed a MOU with FIU for collaboration on M2M..
- **SCORE**: SCORE, the nation's largest network of volunteer, expert business mentors, is dedicated to helping small businesses get off the ground, grow and achieve their goals. Since 1964, they have provided education and mentorship to more than 11 million entrepreneurs.
- **Alliance of Entrepreneur Resource Organizations (AERO)**: AERO is a coalition of public agencies and community nonprofit organizations united to provide current and new businesses with resources to aid in their success. The MOU between the CRA and AERO has been executed.
- **Broward's Technical Colleges (BTC)**: BTC, part of the educational options provided by Broward County Public Schools, have served high-school and adult students with Career and Technical Education (CTE) for over 50 years.
- **National Development Council (NDC)**: NDC is one of the oldest national not-for-profit, full-service community and economic development organizations in the US. NDC directs capital to support the development and preservation of affordable housing, the creation of jobs through training and small business lending and the advancement of livable communities through investment in social infrastructure.
- **Dania Beach Business Academy:**

Over 543,000 new businesses are founded every month in the US
47.5%, of the country's total workforce is employed by small businesses.

Only 50% of small businesses survive 5 years

(SBA, Feb 2021)

The Dania Beach Business Academy is designed to set businesses up to succeed.

- The CRA has facilitated introductions among all of our Innovation Ecosystem partners, with the objective of identifying how we can mesh with the varying resources and objectives to create effective and mutually beneficial programs that will be the building blocks of the Dania Beach Innovation Ecosystem.

Through collaboration with SCORE, FIU/M2M, and NDC, I have developed the first course curriculum of the Dania Beach Business Academy -“Passions to Paychecks”. This would be an online program for 3-hour sessions, once a week for 4 consecutive weeks. The draft class/course content is as follows:

PASSIONS TO PAYCHECKS

Class 1

- Market research/ Refine your idea: How to turn your idea into a successful business. Gather information about potential customers and similar businesses already in your area. Use that information to find a competitive advantage for your business. (SCORE)
- Where can it take you? (FIU/M2M)

Class 2 (SCORE)

- Choose a business structure: Legal structure options – general pros/cons to each.
- Choose your business name: Choose one that reflects your brand and captures your spirit. You'll also want to make sure your business name isn't already being used.
- Register your business: Make it legal and protect your brand. Who will you need to register with - federal, state, local government; Department of Professional Regulation?
- Get federal and state tax IDs: You'll use your employer identification number (EIN) for important steps to start your business, opening a bank account, and paying taxes.
- Apply for licenses and permits: Stay legally compliant. The licenses and permits you need for your business will vary by industry, state, location, and other factors.
- Purchase the right insurance: Purchasing the right insurance for your business is an important before you officially launch. Dealing with incidents such as property damage, theft, or a customer lawsuit can be costly if you're not properly protected.
- Open a business bank account / Chose the right business bank: A small business checking account can help you handle legal, tax, and day-to-day issues – sometimes a small community bank will be a better fit with your new business.

Class 3 (SCORE)

- Write your business plan: Your business plan is the foundation of your business.
- Create a financial plan: Figure out how much money you'll need to start your business.

Class 4 (NDC)

- Fund your business: What you need? Where do you go?

The above subjects will be of great benefit to We will promote this program through direct channels in the CRA, e.g. Council of Ministers, local community leaders, local business leaders, and our social media platform. Dr. Ford has agreed to promote our program to his FIU Entrepreneurship grads. I will work with BTC in an effort to get our course promoted in their tech programs. I expect our AERO partners to promote our course over each partner's network. In the future, I also plan to offer this course through the Consulate Corp. – foreign companies need to understand how to set up their US subsidiaries.

4. RESIDENT COVID 19 ASSISTANCE PROGRAM

Background: In the February 9, 2021 CRA Meeting Staff was directed to follow up with each Board Member to determine if there are additional concerns. From the meeting discussion and the follow up with each Board Member, the following concerns remain:

- COVID has impacted households across the City. Creating a program like the one proposed, with benefits only in the CRA will cause conflicts.
- The fiscal integrity of the proposed structure was questioned. More definition is needed, but there is question if sufficient fiscal oversight can be achieved.

Update: There are only minor updates to the proposed program structure and basically the two outstanding concerns remain.

The Miami-Dade Affordable Housing Foundation, Inc. (MDAFHI), has provided some additional detail on how they would manage the oversight of the program, as follows:

- QuickBooks' non- profit tracking (for grants) program will be used to monitor:
 - Required documents,
 - Receipt of said documents, and
 - Payment disbursements.
- The CRA will receive a weekly report showing the reconciliation of Funds on hand and funds disbursed along with supporting documentation.
- MDAHFI, with the approval of the CRA will disburse the funds (light, water, and internet) directly to the creditors. Said funds will be reimbursed by the CRA upon receipts of proof of payments - copies of bills/checks.
- MDAHFI has reconfirmed their management fee at \$250.00 per approved applicant. (See attached Funding Analysis)

5. ECONOMIC DEVELOPMENT UPDATE

- **Oasis Point Residences:** The CRA joined City officials on March 12, 2021 to celebrate the groundbreaking of Oasis Point Residences. Cymbal Development broke ground on a multi-unit apartment complex at 150 South Bryan Road which

will be completed by Spring-2022. The 2.4-acre complex will be the area's first waterfront apartment building.

Oasis Pointe Residences is a luxury, multi-unit housing complex located across from Dania Pointe. The eight-story, 301-unit apartment building will feature premier amenities that create fresh-air havens of relaxation and retreat, including meditation and butterfly gardens, a boat club, a 19-slip marina, a waterfront boardwalk, a dog park, a Zoom lounge with private office suites and workstations, and fresh air purification, sterilization, and ionization systems 99% effective against COVID-19.

Mr. Asi Cymbal, President of Cymbal Development expressed interest in coordinating a job fair in conjunction with Plaza Construction and reached out to the CRA for assistance. A meeting between the CRA and Mr. Asi Cymbal was held on March 23rd and it was determined that a series of job fairs may be necessary to provide trade professionals evolving skills. Mr. Cymbal noted that workers on his project will have opportunities with other projects under construction in Dania Beach.

- **Commercial Property Improvement Grant:** (The Commercial Property Improvement Grant evolved from the Facade and Exterior Grant.) Through the Commercial Property Improvement Grant, the CRA has aided businesses with exterior improvements to enhance the aesthetic appeal of critical commercial corridors within the CRA. This business retention program is intended to substantially improve the appearance of properties, encourage economic investment, and enhance business functionality. The general terms of the grant program are.
 - Maximum grant amounts on a sliding scale from \$10,000 to \$20,000 dependent on the linear square footage of the frontage of the property;
 - Limit eligibility to Federal Highway and Dania Beach Boulevard;
 - Applicants are required to match a minimum of 30% of the project cost;
 - Properties that have received the maximum grant funding through any CRA program over the past 5 years are not eligible. An applicant may reapply after the 5-year period, or prior to for the remainder of the maximum grant amount;
 - Eligible improvements are limited to the exterior of properties only;
 - This program is authorized annually, based on availability of funding.

Since its inception 24 grants have been provided to businesses in the CRA. The attached map shows locations of properties that have been improved by grants provided through Facade and Exterior Grant and the Commercial Improvement Grant programs.

One Commercial Property Improvement Grant application is in process and the program is accepting applications.

- **Small Business Resiliency and Reimbursement Grant**

- A total of \$8,000 have been awarded so far with two (2) of them being paid this month.
- We continue to work with our grant applicants to ensure a smooth review process. We continue to disperse payments during our 2nd cycle and hope to have a 3rd cycle as we continue our business outreach initiative.

- **Local Business Spotlight Campaign:**

- Sugarboo & co. (Mar. 23rd)
- Pita Xpress Mediterranean Grill (Mar. 21st)
- Little Cunan Café Restaurant (Mar. 21st)
- Mappleberry Tea Room & Lounge (Mar. 21st)
- Key West Shaved Ice (Mar. 21st)
- Grandpa's Bagel Bakery Deli Café (Mar. 20th)
- TQL Total Quality Logistics (Mar. 9th)
- Dania Beach Casino (Mar. 6th)
- MAD Studios (Mar. 3rd)

6. CITY HALL BANNERS

As directed by the CRA Board, the CRA removed 18 old banners in the Cul de sac and around the Library at City Hall and replaced them with new banners. Ten (10) banners represent the City's rebranded logo with the Sea it, Live it, Love it. Slogan and eight (8) banners represent the CRA logo. The logo designs are provided as an attachment to this report.

DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

Resident COVID 19 Assistance Program

Disbursement Analysis



Families by Poverty Status (City) 2021 *

Families at or Above Poverty	6,997	87.09%
Families Below Poverty	1,074	12.91%

Households Size (City) 2021 *	14,200	% of Total	3-Mon Benefit	Avg/HH Size
1 Person Household	4,518	31.82%	\$1,200.00	\$381.80
2 Person Household	4,794	33.76%	\$1,575.00	\$531.73
3 Person Household	2,279	16.05%	\$2,025.00	\$325.00
4 Person Household	1,462	10.30%	\$2,550.00	\$262.54
5+ Person Household	1,147	8.08%	\$3,150.00	\$254.44
Weighted Avg Funding Per Grant				\$1,755.51

Total Program Funding	\$250,000
Weighted Avg Funding Per Grant	\$1,756
Est. Admin Fee / Approved Grant	\$250
Total Avg Grant + Admin Cost	\$2,006
Est. Total Grants w/ Admin Fees	125
Families Below Poverty Level (City)	1,074
% of Poverty Families Served (City)	11.6%

Funding Summary	
Total Program Funding	\$250,000
Est. Total Grants w/ Admin Fees	125
Total Admin Fees	\$31,164
% of Program Funds for Admin Fees	12.5%
Total Program Disbursements to Households	\$218,836
% of Program Funds for Admin Fees	87.5%

* Source: [2021 Pop-Facts® | Households](#) Copyright © 2020 by Environics Analytics (EA). Source: ©Claritas, LLC 2020



TOM LAPOINTE

RESUME - 2021

PROFILE

Sports columnist
Radio and TV Host
Television personality
Game show creator
Writer
Entertainment industry

CONTACT

PHONE:
310-739-3178

FACEBOOK:
Tom Lapointe
ShowTom

EMAIL:
Tomlapointe.tlg@gmail.com

WORK EXPERIENCE

1980 – 1990 (Montreal, Canada)

- Sportswriter for La Presse
- CEO sports division for all medias across the province of Quebec
- TV sports analyst

1990 – 2000 (Montreal, Canada)

- Sportswriter for Le Journal de Montréal - La Presse
- Radio Host
- Creator of the Maurice Richard NHL Trophy

2000 – 2010 (Paris, France)

- Animated “Just for laugh” in Paris, France
- Creation of the TLG - TOM LAPOINTE GAMES
- Wrote auto-biography “Mes mille et une vies”

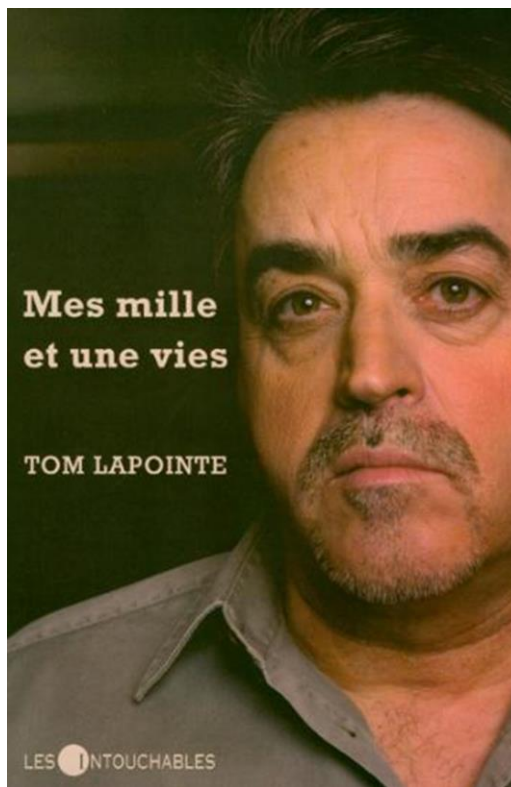
2012- 2020 (Los Angeles, CA)

Game show producer and creator
Game show “Home Sweet Home” – What have you got”

2020 - present (Pompano Beach, FL)

Snowbirds Entertainment LLC - Production of ShowTom
TLDD Entertainment LLC – Poker Tic-Tak





© Bob Fisher, CHC

MEMORANDUM

To: Dania Beach Community Redevelopment Agency Chair, Vice Chair and Board of Directors
From: Michael Chen, Executive Director
Date: April 13, 2021
Re: Florida Redevelopment Association (FRA) Annual Conference to be held in Fort Meyers October 27th to 29th 2021.

Background

FRA is a professional organization dedicated to promoting redevelopment of communities in Florida. The organization states that it is committed to providing a forum for its more than 300 members to share knowledge and common experiences regarding revitalization opportunities and issues throughout Florida. FRA encourages adoption of legal and financial tools and programs favorable to community growth and serves as a statewide clearinghouse for redevelopment information.

FRA also facilitates an Academy dedicated to providing professional development for redevelopment professionals. FRA notes that it's training is "a unique educational program, designed to promote a prerequisite level of knowledge and professionalism in the field of community redevelopment. The courses are open to anyone interested in learning more about redevelopment practice in Florida."

As a member of FRA, the CRA believes that attendance at its conferences and participating in its Academy courses will provide CRA Board members with an excellent opportunity to learn about redevelopment initiatives of other communities, and exchange ideas at the various educational sessions and social gatherings, which should auger well for growth and redevelopment in Dania Beach.

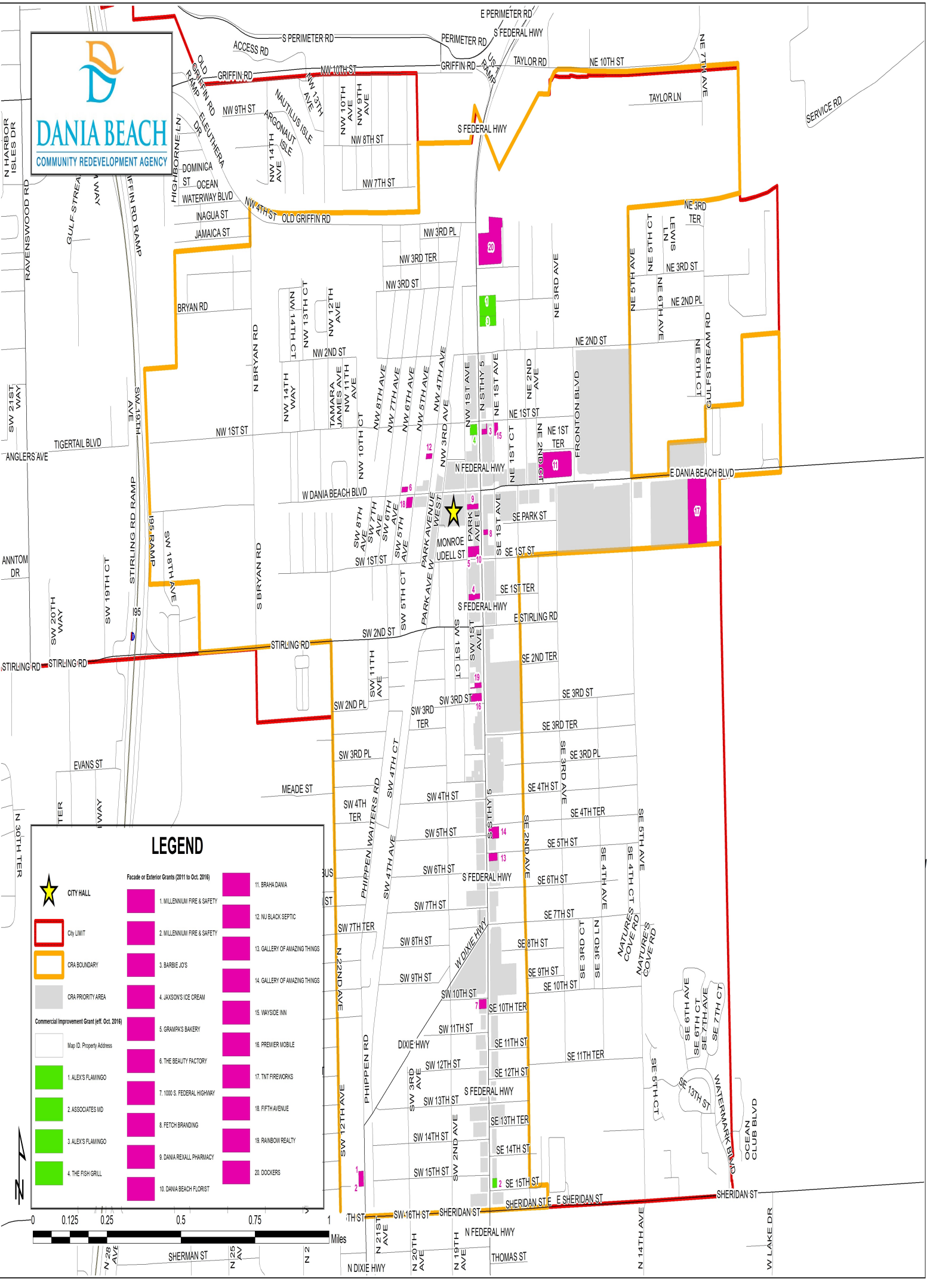
The Association traditionally hosts its Annual meeting each year in October. This year the Conference is being held in Fort Meyers at the new Luminary Hotel, from October 27 to October 29, 2021.

Two CRA staff members are expected to attend, CRA Executive Director, Michael Chen and CRA Economic Development Manager, Muriel Bryan.

The CRA will provide the Conference schedule as soon as it becomes available.

Recommendation

The CRA is recommending that all CRA Board members attend the Florida Redevelopment Association (FRA) Annual Conference, in Fort Myers, Florida October, 27 to October 29, 2021.



LEGEND

- CITY HALL
- City Limit
- CRA BOUNDARY
- CRA PRIORITY AREA
- Commercial Improvement Grant (eff. Oct. 2016)
-
- 1. ALEX'S FLAMINGO
- 2. ASSOCIATES MD
- 3. ALEX'S FLAMINGO
- 4. THE FISH GRILL
- 1. MILLENNIUM FIRE & SAFETY
- 2. MILLENNIUM FIRE & SAFETY
- 3. BARBIE JO'S
- 4. JAXSON'S ICE CREAM
- 5. GRAMP'S BAKERY
- 6. THE BEAUTY FACTORY
- 7. 1000 S. FEDERAL HIGHWAY
- 8. FETCH BRANDING
- 9. DANIA RECALL PHARMACY
- 10. DANIA BEACH FLORIST
- 11. BRAHMA DANIA
- 12. NU BLACK SEPTIC
- 13. GALLERY OF AMAZING THINGS
- 14. GALLERY OF AMAZING THINGS
- 15. VAYSIDE INN
- 16. PREMIER MOBILE
- 17. TNT FIREWORKS
- 18. FIFTH AVENUE
- 19. RAINBOW REALTY
- 20. DOCKERS



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BUSINESS
INVESTMENT

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BEACH

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SEA IT.
LIVE IT.
LOVE IT.

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MINUTES OF MEETING
DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY
TUESDAY, MARCH 9, 2021 – 5:30 P.M.

1. Call to Order/Roll Call

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

Present:

Chair:	Tamara James
Vice-Chair:	Marco A. Salvino, Sr.
Board Members:	Joyce L. Davis
	Lori Lewellen
	Lauren Odman
Executive Director:	K. Michael Chen
City Attorney:	Thomas Ansbro
CRA Secretary:	Thomas Schneider

2. Citizen Comments

There were no comments at this meeting.

3. Administrative Reports

3.1 Administrative Report

Director Chen reviewed the information included in the agenda packet, which consisted of the CRA Annual Report, and the final CRA Mission and Vision Statements and Statement of Values resulting from the CRA Board workshop held on February 25th. With approval of the Board, he would like to move forward with utilizing these statements.

Vice-Chair Salvino noted the direction of how we are getting there is what he is looking for.

Director Chen responded as soon as the Commission has completed their strategic plan, he would like to undertake amendment of the CRA Plan.

Vice-Chair Salvino recommended we return the smaller, unsaleable lots to the CRA to put the money into the CRA; he has someone who is willing to fill these lots with playground equipment.

A brief discussion ensued regarding the lots.

Board Member Lewellen motioned to adopt the Mission Statement, Vision Statement and Statement of Values; seconded by Board Member Odman. The motion carried on the following 5-0 Roll Call vote:

Board Member Davis	Yes	Vice-Chair Salvino	Yes
Board Member Lewellen	Yes	Chair James	Yes
Board Member Odman	Yes		

Director Chen continued with the Administrative Report, and addressed the Residential COVID-19 Assistance Program. He noted the Miami Dade Housing Foundation is still interested in administering the program and reviewed their fees. Projections were run and the average grant would be \$1,755; with the fee, each grant would be valued at \$2,000. We would be able to reach 12% of the below-poverty households with our program. Managing the use of the funds would include developing a list of allowed expenses and we would require receipts for qualified expenses equal to or greater than the prior month's funding.

Vice-Chair Salvino noted certain documentation needed to be produced in case the recipients are receiving funding elsewhere.

Director Chen said a program would be drafted based upon the input of the Board. Some of this may be difficult for us to verify; we can identify those pieces that can be identified and include this in the documentation required to be provided.

Board Member Lewellen noted her biggest concern is accountability of the funds; people can provide a receipt for anything. She noted she asked about utilities at the last meeting.

Frank DiPaolo, Director of Finance, addressed his meeting with Director Chen. The program is aiming to provide help to those in need. Unfortunately, it is hard to have accountability when giving money to someone. The program began as a rental assistance program; this is a shift from that and the accountability is lacking to an extent. We do have a growing delinquency with utilities; the balance has grown to \$260,000 plus and this will have to be addressed. He reviewed the other sources of money coming for COVID-19 and said he prefers to hold on to the City and CRA money.

Board Member Odman recalled a payment plan already in place for hardships with utilities.

Finance Director DiPaolo explained the City's payment plan prior to COVID.

Board Member Odman said it sounds like we have option to get back on track.

Board Member Lewellen asked if we have a provision in place for individuals unable to pay their water bills and questioned where we would get the money if people are simply unable to pay.

Finance Director DiPaolo noted the money would have to come from an assistance program or reserves; it cannot come from the utility funds.

City Attorney Ansbro noted a CRA Plan amendment would be needed.

Board Member Davis confirmed the program would allow 125 awards, which would be 11.6% of the population. She asked how we are prioritizing the neediest people since we are unable to help all in need in the City.

Director Chen said this would have to be conducted on a first come, first served basis. A waiting list could be established and any surplus funds would be used for those people.

Chair James noted we have to understand that the percentage who qualify may even be greater.

Director Chen said the demographics he ran were citywide. Based on the percentage of families below the poverty level who live in the CRA, we would be able to reach 25% of them.

Board Member Lewellen noted her biggest concerns are whether the funds are being used properly and that we are going to have to take delinquent utility bills out of reserves. It is appropriate to take care of the utilities first and see how much money we have left thereafter.

Chair James felt the programs should be separate; this program should be determined before taking on the utilities issue. We could have a stipulation that water bills be paid to qualify for this program.

Finance Director DiPaolo said the utility system needs to be looked at for both the City and CRA; if there is funding available in the CRA, it should be used in the CRA area.

Chair James felt we could find money elsewhere in the budget for utilities as the CRA budget is tight and the resources are limited.

Vice-Chair Salvino said it feels like we are eliminating the rest of the City. The application could mirror a bank loan application and CRA staff could handle it. There is a way that we can create a proper application and the first thing recipients would have to pay is their water bill. There has to be accountability.

Director Chen noted he needs direction from the Board whether to proceed with the program and he would bring back a program based on their input.

Board Member Lewellen felt we would have to add to the CRA Plan amendment to accommodate this program. There is no reason we cannot include utilities status as criteria for qualification and repayment in order to have accountability.

Director Chen addressed the Board's accountability concerns and explained man-hours required and software access needed to administer the program. He reviewed the qualifications and criteria required in order to participate in the program and the information required in the application.

Vice-Chair Salvino suggested the Board Members send Director Chen their thoughts and input prior to the next CRA Board meeting.

The Board consensus was that the Board Members would submit their recommendations to Director Chen and he would bring back terms and conditions of the program.

Director Chen continued with the Administrative Report. He addressed the National Development Council (NDC) and the Memorandum of Understanding on the Consent Agenda, noting that approval of the MOU would allow the CRA and NDC to work collaboratively to plan and implement projects, programs, and services.

4. Presentations

There were no presentations on this agenda.

5. Consent Agenda

5.1 Minutes:

Approve Minutes of February 9, 2021 CRA Board Virtual Meeting

Approve Minutes of February 25, 2021 CRA Board Virtual Workshop - Update of Mission Statement

5.2 Travel Requests: None

5.3 RESOLUTION NO. 2021-CRA-001

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY ("CRA") OF THE CITY OF DANIA BEACH, FLORIDA, ACCEPTING A GRANT AWARD IN THE AMOUNT OF EIGHTEEN THOUSAND FIVE HUNDRED DOLLARS (\$18,500.00) FROM THE URBAN HEALTH PARTNERSHIP INC. TO PROVIDE TECHNICAL ASSISTANCE AND MARKET GARDEN EXPERTISE TO HELP EXPAND THE PATCH MOBILE MARKET PROGRAM EFFORTS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

5.4 RESOLUTION NO. 2021-CRA-002

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY ("CRA") OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING ("MOU") BETWEEN THE CRA AND THE NATIONAL DEVELOPMENT COUNCIL (NDC) TO WORK COLLABORATIVELY TO PLAN AND IMPLEMENT PROJECTS, PROGRAMS, AND SERVICES TO MEET MUTUAL GOALS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

6. Proposals and Bids

There were no proposals on this agenda.

7. Discussion and Possible Action

7.1 Residential COVID-19 Assistance Program

This item was discussed under Item 3.1.

8. Board Member Comments

Board Member Odman questioned the status of the 115th Anniversary pendants outside of City Hall. She asked for information to be provided at the next CRA Board meeting regarding bringing back Dania After Dark.

9. Information Items

There were no items on this agenda.

10. Adjournment

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

ATTEST:

COMMUNITY REDEVELOPMENT
AGENCY

THOMAS SCHNEIDER, CMC
CRA SECRETARY

TAMARA JAMES
CHAIR – CRA

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING EXECUTION OF A FOURTH AMENDMENT TO THE LOAN AGREEMENT EXISTING BETWEEN THE CRA AND BROWARD COUNTY, FLORIDA ("COUNTY" OR "LENDER") TO INCREASE THE TIME FOR CALCULATING THE COUNTY'S SHARE OF THE NET INCREASE IN THE TAX BASE DUE TO SPECIFIC REDEVELOPMENT PROJECT(S), FOR PURPOSES OF CONVERTING THE TERM OF THE LOAN TO A GRANT, FROM TWENTY (20) TO THIRTY (30) YEARS

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - Amend 4 RCP Agmt 041321, R-2021-CRA- BC 4th Amendment to Loan Agreement (RCP Loan to Grant from 20 to 30 Years), RCP Dania Beach Loan Agmt Amend 4 3222021, Loan Agmt Garage 092810, DB CRA RCP Conversion Req 2020

MEMORANDUM

To: Dania Beach Community Redevelopment Agency Chair, Vice Chair and Board of Directors

From: Michael Chen, Executive Director

Date: April 13, 2021

Re: Request to approve a Resolution authorizing the execution of the Fourth Amendment to the Loan Agreement between Dania Beach CRA and Broward County, Florida to increase the time for calculating the County's share of the net increase in the tax base due to specific redevelopment project(s), for purposes of converting the loan to a grant, from twenty (20) to thirty (30) years.

Background

On September 28, 2010 the CRA Board authorized the execution of a Loan Agreement with Broward County, Florida to secure a Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 Dollars (\$2,590,909.00) loan through the Broward County Redevelopment Capital Program (BRC) for a portion of a parking garage costs adjacent to the Dania Beach City Hall and Library, in support of private redevelopment.

The Broward County RCP Loan has a loan to grant conversion opportunity based on a calculation of the County's share of the net increase in the tax base due to specific redevelopment project(s) within the CRA, adjusted for present value.

The Borrower has requested that certain terms of the Amended Loan Agreement be further amended to increase the time for calculating the County's share of the net increase in the tax base due to specific redevelopment project(s), for purposes of converting the loan to a grant, from twenty (20) to thirty (30) years. Said request will be the Fourth Amendment to the BRC Loan Agreement.

Recommendation

The CRA is recommending that the CRA Board approve the resolution authorizing the execution of the Fourth Amendment to the Loan Agreement between Dania Beach CRA and Broward County to increase the time for calculating the County's share of the net increase in the tax base due to specific redevelopment project(s), for purposes of converting the loan to a grant, from twenty (20) to thirty (30) years.

RESOLUTION NO. 2021-CRA-003

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY ("CRA" OR "BORROWER") OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING EXECUTION OF A FOURTH AMENDMENT TO THE LOAN AGREEMENT EXISTING BETWEEN THE CRA AND BROWARD COUNTY, FLORIDA ("COUNTY" OR "LENDER") TO INCREASE THE TIME FOR CALCULATING THE COUNTY'S SHARE OF THE NET INCREASE IN THE TAX BASE DUE TO SPECIFIC REDEVELOPMENT PROJECT(S), FOR PURPOSES OF CONVERTING THE TERM OF THE LOAN TO A GRANT, FROM TWENTY (20) TO THIRTY (30) YEARS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the CRA previously submitted documentation and obtained County funding through the Broward County Redevelopment Capital Program for a portion of the parking garage costs, in support of private redevelopment, adjacent to the Dania Beach City Hall and Library at a cost of Two Million Five Hundred Ninety Thousand Nine Hundred Nine Dollars (\$2,590,909.00); and

WHEREAS, the loan was evidenced by a Loan Agreement dated September 28, 2010, and Promissory Note from the Borrowers in favor of the Lender dated September 28, 2010; and

WHEREAS, on February 8, 2011, the Original Loan Agreement was amended by a First Amendment to Loan Agreement ("First Amendment"), and the Original Note was replaced and superseded by a Promissory Note dated January 25, 2011; and

WHEREAS, on March 4, 2014, the Original Loan Agreement was amended by a Second Amendment to Loan Agreement ("Second Amendment"), and the First Amended Note was replaced and superseded by that certain Amended and Restated Promissory Note dated February 19, 2014; and

WHEREAS, on June 16, 2020, the Original Loan Agreement was amended by a Third Amendment to Loan Agreement ("Third Amendment"), to reduce the Original Loan Amount to Six Hundred Twenty-One Thousand Eight Hundred Seventy-Six Dollars (\$621,876.00), reflective of a partial loan-to-grant conversion of One Million Nine Hundred Sixty-Nine Thousand Thirty-Three Dollars (\$1,969,033.00), and the Second Amended Note was replaced and superseded by a Promissory Note dated May 19, 2020; and

WHEREAS, the CRA as Borrower has requested that certain terms of the Amended Loan Agreement be further amended to increase the time for calculating the County's share of the net

increase in the tax base due to specific redevelopment project(s), for purposes of converting the loan to a grant, from a term of twenty (20) to thirty (30) years; and

WHEREAS, the County is willing to amend the same upon the terms and conditions set forth and subject to the conditions set forth in the Dania Beach Interlocal Agreement among the Parties, dated April 20, 2004, as amended by the Seventh Amendment to Dania Beach Interlocal Agreement dated March 1, 2011;

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

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

Section 2. That the CRA Board authorizes execution by CRA officials of a Fourth Amendment To Loan Agreement between the CRA and County to increase the time for calculating the County's share of the net increase in the tax base due to specific redevelopment project(s), for purposes of converting the loan to a grant, from a term of twenty (20) to thirty (30) years; a copy of the Fourth Amendment is attached as Exhibit “A” and is made part of and incorporated into this Resolution by this reference, provided, however that no document will be effective unless and until it has been executed by all parties.

Section 3. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 4. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on April 13, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
BOARD SECRETARY

TAMARA JAMES
BOARD CHAIRPERSON

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CRA ATTORNEY

Return recorded copy to:
Ralph Stone, Director
Housing Finance and Community
Redevelopment Division
110 N.E. 3rd Street, Suite 300
Fort Lauderdale, FL 3301

Document prepared by:
Alexis Marrero Koratich, Asst. County Attorney
Broward County Attorney's Office
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301

FOURTH AMENDMENT TO LOAN AGREEMENT

This Fourth Amendment to Loan Agreement is made and entered into by and among the City of Dania Beach, Florida, a municipal corporation under the laws of the State of Florida, whose post office address is 100 West Dania Beach Boulevard, Dania Beach, Florida 33304 ("City"), the Dania Beach Community Redevelopment Agency, or its successor, a public body corporate and politic, whose post office address is 100 West Dania Beach Boulevard, Dania Beach, Florida 33304 ("CRA") (collectively, "City/CRA" or "Borrowers"), and Broward County, Florida, a political subdivision of the State of Florida, whose post office address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 ("Lender" or "County") (collectively, the "Parties").

RECITALS

A. The Borrowers previously submitted documentation and obtained County funding through the Broward County Redevelopment Capital Program for a portion of a parking garage, in support of private redevelopment, adjacent to the Dania Beach City Hall and Library ("Parking Garage") at a cost of Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 Dollars (\$2,590,909.00) ("Original Loan Amount"), which Loan was evidenced by a Loan Agreement ("Original Loan

Agreement") dated September 28, 2010, and Promissory Note from the Borrowers in favor of the Lender dated September 28, 2010 ("Original Note"), both recorded at Instrument #109614750, Official Records Book 47410, Pages 1694-1730, of the public records of Broward County. On February 8, 2011, the Original Loan Agreement was amended by a First Amendment to Loan Agreement ("First Amendment"), and the Original Note was replaced and superseded by a Promissory Note dated January 25, 2011 ("First Amended Note"), both recorded at Instrument #109894015 of the public records of Broward County. On March 4, 2014, the Original Loan Agreement was amended by a Second Amendment to Loan Agreement ("Second Amendment"), and the First Amended Note was replaced and superseded by that certain Amended and Restated Promissory Note dated February 19, 2014 ("Second Amended Note"), both recorded at Instrument #112139888 of the public records of Broward County. On June 16, 2020, the Original Loan Agreement was amended by a Third Amendment to Loan Agreement ("Third Amendment"), to reduce the Original Loan Amount to Six Hundred Twenty-One Thousand Eight Hundred Seventy-Six and no/100 Dollars (\$621,876.00) ("Loan"), reflective of a partial loan-to-grant conversion of One Million Nine Hundred Sixty-Nine Thousand Thirty-Three Dollars (\$1,969,033.00), and the Second Amended Note was replaced and superseded by a Promissory Note dated May 19, 2020 ("Third Amended Note"), both recorded at Instrument #116564796 of the public records of Broward County (Original Loan Agreement, as amended by the First Amendment, Second Amendment, and Third Amendment are hereinafter referred to as the "Amended Loan Agreement").

B. The Borrower has requested that certain terms of the Amended Loan

Agreement be further amended to increase the time for calculating the County's share of the net increase in the tax base due to specific redevelopment project(s), for purposes of converting the loan to a grant, from twenty (20) to thirty (30) years. The Lender is willing to amend the same upon the terms and conditions hereinafter set forth and subject to the conditions set forth in the Dania Beach Interlocal Agreement among the Parties, dated April 20, 2004, as amended by the Seventh Amendment to Dania Beach Interlocal Agreement dated March 1, 2011 ("Amended Interlocal Agreement"), recorded at Official Records Book 50203, Page 600, of the public records of Broward County.

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

1. The Recitals contained above are true and correct, form a material part of this Fourth Amendment upon which the Parties have relied, and are incorporated by reference.

2. Section 2 of the Amended Loan Agreement is hereby amended to read as follows:

2. Loan. The Loan shall be evidenced by the Note in the form attached hereto as Exhibit "A." The Borrowers acknowledge that ~~The Note shall be~~ was previously funded by ~~funded in one lump sum and shall evidence the Loan~~ the Lender and no new money shall be loaned as a result of this Fourth Amendment, and that ~~The proceeds of the Loan shall be~~ were used by the Borrowers solely for the actual costs of, or reimbursement thereof, the 490

~~spaces of the pParking gGarage structure in excess of the 250 spaces required for Library and City Hall uses,~~ in the amount of Six Hundred Twenty-One Thousand Eight Hundred Seventy-Six and no/100 Dollars (\$621,876.00), which amount represents the partial loan-to-grant conversion of One Million Nine Hundred Sixty-Nine Thousand Thirty-Three and no/100 Dollars (\$1,968,033.00) from the original loan balance of Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 Dollars (\$2,590,909.00), as provided for in the ~~ILA~~ Amended Interlocal Agreement.

The Lender shall provide a grant on the Loan up to the amount of the ~~original Parking Garage Loan amount~~ if ~~both of the following conditions are met:~~ 1) ~~the Parking Garage is completed within five (5) years from the effective date of the Fourth Amendment to the Dania Beach Interlocal Agreement, or such lesser timeframe if any, provided in the Library Agreement (it being acknowledged that completion of the parking garage has already occurred), and~~ 2) the City/CRA demonstrates that the County's share of the revenue generated by the net increase in the tax base due to specific private redevelopment projects within the Dania Beach RCP Redevelopment Area boundaries over ~~twenty (20)~~ thirty (30) years (measured from the ~~E~~effective ~~D~~date of the First Amendment to the Dania Beach Interlocal Agreement, ~~dated~~ February 21, 2006) is expected to equal or exceed the amount of the ~~original Parking Garage Loan~~. If this ~~conditions 1) and 2) above are~~ is met, the ~~Parking Garage~~ Loan shall convert to a grant through formal request by the Borrowers in accordance with the terms outlined in the ~~ILA~~ Amended Interlocal Agreement.

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

If a "partial" loan-to-grant conversion(s) takes place, the resulting amended loan amount will be the difference between the full amount of the ~~original~~ Loan and the partial loan amount(s) converted to a grant(s). A loan-to-grant conversion for the full amount of the ~~original~~ Loan also may occur with one payment, at the time of completion of the private redevelopment project(s), with appropriate Certificate of Occupancy documentation. "Full" or partial" loan-to-grant conversion(s) of the ~~original~~ Loan may also occur at any time during the term of the ~~original~~ Loan. However, if for any loan-to-grant conversion(s) ~~occurs~~ occurring after the 8-year interest-free period and when repayment on the principal has begun, as defined in Section 3 hereinbelow, the amount available for conversion to a grant(s) is the outstanding Loan balance (defined as the ~~original~~ Loan less any conversions and repayments of principal) at the time of conversion, ~~and~~ Interest accrued to that date shall not be eligible for conversion

and shall be paid to the County at the time of conversion. All interest paid shall be retained by the County.

3. Except as amended herein, all of the terms, conditions, and provisions of the Amended Loan Agreement shall remain in full force and effect.

4. In the event of any conflict of ambiguity by and between the terms and provisions of this Fourth Amendment and the Amended Interlocal Agreement and/or the Amended Loan Agreement, the terms and provisions of this Fourth Amendment shall control to the extent of any such conflict.

5. This Fourth Amendment shall be recorded in the public records of Broward County at the Borrowers' expense.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Fourth Amendment to Loan Agreement on the respective dates under each signature: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 2021; the City of Dania Beach, signing by and through its _____, duly authorized to execute same; and the Dania Beach Community Redevelopment Agency, signing by and through its Chair, duly authorized to execute same.

County

ATTEST:

Broward County, through its
Board of County Commissioners

County Administrator and ex
officio Clerk of the
Board of County Commissioners
of Broward County, Florida

By _____
Mayor

____ day of _____, 2021

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

By _____
Alexis Marrero Koratich
Assistant County Attorney

____ day of _____, 2021

By _____
Maite Azcoitia
Deputy County Attorney

____ day of _____, 2021

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

City

ATTEST:

City of Dania Beach, through its

City Clerk

By _____
City Manager

____ day of _____, 2021

Approved as to form:

By _____
City Attorney

____ day of _____, 2021

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

CRA

Witnesses:

Dania Beach Community Redevelopment
Agency

Print Name: _____

By _____

Print Name: _____

____ day of _____, 2021

AIK/gb
3/19/2021

LOAN AGREEMENT

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

RECITALS

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

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

(37)

LOAN AGREEMENT

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

RECITALS

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

Borrowers in favor of Lender.

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

7. Miscellaneous.

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

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

With a copy to: Environmental Protection and

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

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

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

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

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

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

8. Waiver of Jury Trial

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

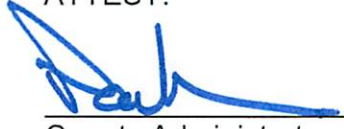
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IN WITNESS WHEREOF, the Parties hereto have made and executed this Loan Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to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

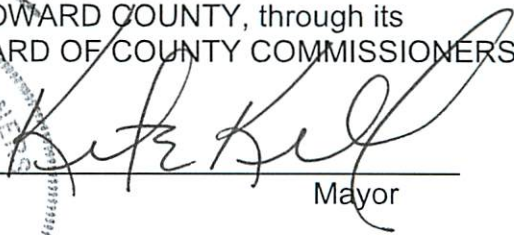
COUNTY

LENDER

ATTEST:

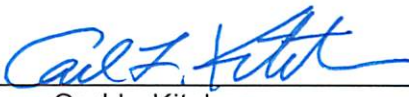
for 
County Administrator and
Ex-Officio Clerk of the
Board of County Commissioners
of Broward County, Florida

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By 
Mayor

28 day of September, 2010

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

By 
Carl L. Kitchner
Assistant County Attorney

15th day of September, 2010

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

CITY OF DANIA BEACH

BORROWERS

ATTEST:

Armine Stilson
City Clerk

CITY OF DANIA BEACH, through its

By *[Signature]*
City Manager



14 day of SEPTEMBER, 2010

Approved as to form:

By *[Signature]*
City Attorney

14 day of SEPTEMBER, 2010

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

DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

BORROWERS

WITNESSES:

Louise Stilson

Chris A. Hottel

DANIA BEACH COMMUNITY
REDEVELOPMENT AGENCY

By Chris V. May

14 day of SEPTEMBER, 2010





EXHIBIT “A”

FOURTH AMENDMENT TO DANIA BEACH INTERLOCAL AGREEMENT

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

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

and

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

and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.0 COUNTY FUNDING OF INFRASTRUCTURE IMPROVEMENTS

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

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

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

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

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

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

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

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

...

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

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

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

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

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

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

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

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

...

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

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

Estimated Project Value: Project costs (Land & Improvements)

Property Assessment Rate: 85% of Project Cost

Collection Rate: 95%

Property Appreciation Rate: 4%

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

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

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

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

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

...

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

7.0 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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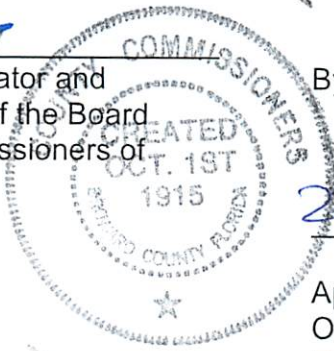
IN WITNESS WHEREOF, the Parties hereto have made and executed this FOURTH AMENDMENT to the Interlocal Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action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

COUNTY

ATTEST:

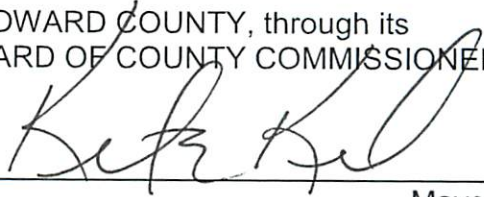
for 

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



BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By

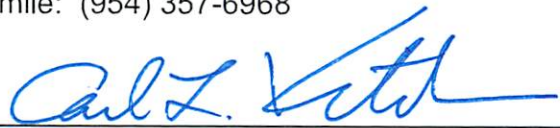


Mayor

28 day of September, 2010

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

By



Assistant County Attorney

15th day of September, 2010

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

CITY OF DANIA BEACH

ATTEST:

Louise Stilson
City Clerk

[Signature]
City Manager



DANIA BEACH, through its

By *[Signature]*
Mayor-Commissioner

14 day of SEPTEMBER, 2010

Approved as to form:

By *[Signature]*
City Attorney

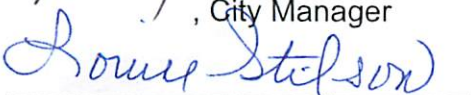
14 day of SEPTEMBER, 2010

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

COMMUNITY REDEVELOPMENT AGENCY

WITNESSES:



, City Manager


, City Clerk

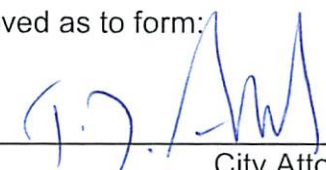
DANIA BEACH COMMUNITY
REDEVELOPMENT AGENCY

By _____
, Chairman

14 day of SEPTEMBER, 2010



Approved as to form:

By _____
, City Attorney

14 day of SEPTEMBER, 2010

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

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

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

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

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

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

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

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

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

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

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

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

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

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



EXHIBIT “B”

U.S. \$2,590,909.00

Fort Lauderdale, Florida
September 28, 2010

PROMISSORY NOTE

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

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

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

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

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

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

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

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

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

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

6. BORROWERS severally, irrevocably and unconditionally agree:

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

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

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

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

THIS SPACE INTENTIONALLY LEFT BLANK

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

BORROWERS

WITNESSES:

CITY OF DANIA BEACH, FLORIDA

Christine A. Lotter
Print Name: Christine A. Lotter

Charles K. McElvrea
Print Name: CHARLES K. MCELVEA

Miriam Nasser
Print Name: MIRIAM NASSER

STATE OF FLORIDA)

COUNTY OF BROWARD)

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

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

My Commission Expires _____



BORROWERS

WITNESSES:

DANIA BEACH COMMUNITY
REDEVELOPMENT AGENCY

Christine A. Lottier
Print Name: Christine A. Lottier

Charles K. McElvrea
Print Name: CHARLES K. MCELVEA

Miriam Nasser
Print Name: MIRIAM NASSER

STATE OF FLORIDA)

COUNTY OF BROWARD)

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

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



CLK/lt
09/10/10
#10-053
g:\div2\clk\clk10\agreements\daniabeachpromissorynote4thparking.doc.01.doc

August 31, 2020

Mr. Ralph Stone, Director
Housing Finance and Community Redevelopment Division
Broward County Environmental Protection and Growth Management Department
110 NE 3rd Street, Suite 300
Fort Lauderdale, FL 33301

RE: Broward County Redevelopment Capital Program (RCP) Loan to Grant Conversion for the Dania Beach Community Redevelopment Agency

Dear Mr. Stone,

This letter serves as a formal request from the Dania Beach Community Redevelopment Agency (CRA) for forgiveness and release of the Broward County Redevelopment Capital Program (RCP) loan currently held by the Dania Beach CRA. The remaining Broward County RCP loan is for the Parking Garage Loan Balance of \$621,876.00. The Dania Beach CRA would like to reference the following developments to demonstrate a net increase in the tax base of the CRA to be used as the background supporting data for the forgiveness and release of the RCP loan.

Map Id	Development Description	Address	CO Status/ Completion	Construction Type (New or Remodel)	BCPA Building Value*
1	Single Family	149 NW 6 Avenue	2020	New	\$ 141,900.00*
2	Single Family	135 NW 6 Avenue	2020	New	\$ 141,900.00*
3	Single Family	125 NW 7 Avenue	2009	New	\$ 162,630.00
4	Alex's Flamingo Plaza (North)	236 N Federal Highway	2020	Renovation	\$ 89,035.00*
5	Alex's Flamingo Plaza (South)	222 N Federal Highway	2020	Renovation	\$ 200,820.00
6	Building	66-68 N Federal Highway	2020	Renovation	\$ 185,000.00
7	Retail Plaza	212 N Federal Highway	2017	Renovation	\$ 261,410.00
8	Tru Hilton Hotel	44 N Federal Hwy	2020	New	\$ 13,489,232.00*
9	Fish Grill Restaurant	67-75 N Federal Hwy	2020	Renovation	\$ 107,520.00
10	Window Blinds/Cigar Bar	2 S Federal Highway	2016	Renovation	\$ 186,320.00
11	Vape Shop/Café	6 S Federal Highway	2020	Renovation	\$ 23,880.00
12	Oceans 13 Restaurant	50 E Dania Beach Blvd	2012	Renovation	\$ 6,080.00
13	Commercial Plaza	354 E Dania Beach Blvd	2012	Renovation	\$ 1,562,940.00
14	Publix Plaza	402 E Dania Beach Blvd	2015	Renovation	\$ 866,610.00
15	Quickies Burgers	141 S Federal Highway	2020	Renovation	\$ 24,990.00
16	Gallery of Amazing Things (South)	485 South Federal Highway	2020	Renovation	\$ 143,830.00
17	Gallery of Amazing Things (North)	481 S Federal Highway	2020	Renovation	\$ 339,640.00
18	Popeye's Restaurant	506 S Federal Hwy	2020	Renovation	\$ 517,280.00
19	AMO Star Center (North)	2 W Dixie Highway	2019	Renovation	\$ 727,170.00
20	AMO Star Center (South)	716 S Federal Highway LLC	2017	Renovation	\$ 141,850.00
21	AMO Star Center (East)	601 Federal Highway	2019	Renovation	\$ 620,590.00
22	Joe's Grill Restaurant	1502 S Federal Highway	2016	Renovation	\$ 73,260.00
23	Associates MD Medical Offices	1437 S Federal Highway	2019	Renovation	\$ 211,190.00
24	Laundromat/Retail Plaza	265 S Federal Highway	2018	Renovation	\$ 484,300.00
Grand Total					\$ 20,709,377.00

*Note - Map Id Numbers 1, 2, 4 and 8 are utilizing the construction values versus the BCPA Building Improvement Values

The Dania Beach CRA is also requesting that Broward County proceed with the full or partial release of the aforementioned RCP loan and proceed with release of all documents, notes and agreements related to these with copies to myself as well as the Dania Beach CRA Board Attorney, Tom Ansbro.

Feel free to contact me at 954-925-6801 ext. 3732 or by email at rwilliams@daniabeachfl.gov should you or your team have any questions. In addition, you may reach out to Kathleen Weekes at 954-925-6801 ext. 3739 or by email at kweekes@daniabeachfl.gov.

Best regards,

Rickelle Williams, CRA Executive Director

Enclosures: Supporting Data for the Dania Beach CRA Loan to Grant Conversion BCPA
 Map of Developments within the Dania Beach CRA Boundary to Support CRA Loan to Grant Conversion

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION ESTABLISHING THAT AN ELIGIBLE APPLICANT, MS. TREMENA BLAKE, MAY BE AWARDED A PARTICIPANT COMMITMENT FOR BENEFITS IN THE AMOUNT OF TWENTY THOUSAND DOLLARS (\$20,000.00) AS A FORGIVABLE LOAN FOR DOWN-PAYMENT/CLOSING COST ASSISTANCE TOWARD THE PURCHASE OF PROPERTY LOCATED AT 40 NW 14 AVENUE DANIA BEACH, AS EVIDENCED BY A PROMISSORY NOTE AND SECURED BY A SECOND MORTGAGE PURSUANT TO RESOLUTION 2019-CRA-002. UNDER THE FIRST-TIME HOMEBUYERS PROGRAM OF THE AT HOME DANIA BEACH PROGRAM

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - Tremena Blake At Home Dania Beach Residence Award April 13-2021, R-2021-CRA - Tremena Blake Participant Commitment - At Home Dania Beach for Benefits Under First-Time Homebuyers Program, Housing Foundation of America approved lender Analysis showing Blake First, Housing Foundation of America, Inc. Agreement to perform HUD approved pre-purchase home buyer certificate course Executed, R-2018-011 City to CRA Property Conveyance of 6 Parcels executed, R-2019-CRA-002 2nd Mortgage Loan Agreement and Promissory Note for 1st Time Homebuyer Program executed (003), R-2019-CRA-003 Affordable Housing Development Solutions Development Agreement for Affordable Housing Exhibit A, R-2020-CRA-001 Establishing Lottery System and Awarding 4 Participant-Commitments for Benefits Under First-Time Homebuyers Program execu, R-2020-CRA-010 Establishing Lottery System and Awarding 2 Participant-Commitments for Benefits Under First-Time Homebuyers Program execu

MEMORANDUM

To: Dania Beach Community Redevelopment Agency Chair, Vice Chair and Board of Directors
From: Michael Chen, Executive Director
Date: April 13, 2021

Re: Resolution to award eligible applicant Tremena Blake down payment assistance for the At Home Dania Beach property located at 40 NW 14 Avenue.

Background

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

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

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

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

Current Situation

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

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

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

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

2. In 2020 the CRA was able to secure six eligible homebuyers for the At Home Dania Beach properties. With the advent of COVID -19 home buyers Mircea Nemes and Elisabeta Nemes who had qualified for the property located at 40 NW 14th. Avenue advised that the economic downturn caused by the pandemic affected their ability to purchase the home and they withdrew their application for the home.

Throughout the process of training and interviewing potential homeowners, the CRA's partner Housing Foundation of America (HFA) maintained a waiting list of potential homebuyers. After proper vetting by a committee of three approved Bank lenders through partner HFA, the CRA has identified an eligible application from Ms. Tremena Blake; the CRA has determined that Ms. Blake has qualified to participate in the program, including the receipt of a mortgage financing commitment from an approved financial institution.

A copy of the committee's recommendation is attached to the Resolution in the CRA Consent Agenda for today's meeting.

Fiscal Impact

This request will have a fiscal impact of Twenty Thousand Dollars (\$20,000.00). Funding is available and appropriated in the FY 2020-2021 Budget Account No. 106-52-08-552-31-42.

Recommendation

Approve the Resolution to award Tremena Blake for benefits for down-payment/closing costs assistance for the affordable housing first-time homebuyer program, for the property located at 40 NW 14 Avenue Dania Beach.

RESOLUTION NO. 2021-CRA-004

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA, ESTABLISHING THAT AN ELIGIBLE APPLICANT, MS. TREMENA BLAKE, MAY BE AWARDED A PARTICIPANT COMMITMENT FOR BENEFITS IN THE AMOUNT OF TWENTY THOUSAND DOLLARS (\$20,000.00) AS A FORGIVABLE LOAN FOR DOWN-PAYMENT/CLOSING COST ASSISTANCE TOWARD THE PURCHASE OF PROPERTY LOCATED AT 40 NW 14 AVENUE DANIA BEACH, AS EVIDENCED BY A PROMISSORY NOTE AND SECURED BY A SECOND MORTGAGE PURSUANT TO RESOLUTION 2019-CRA-002. UNDER THE FIRST-TIME HOMEBUYERS PROGRAM OF THE AT HOME DANIA BEACH PROGRAM; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the CRA of the City of Dania Beach has the power to exercise the powers permitted by the Florida Community Redevelopment Act of 1969 (the “Act”) and has prepared and adopted a community redevelopment plan (the “Plan”), updates to which have been approved and adopted by the CRA Board on March 11, 2009, and June 3, 2015, respectively; and

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

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

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

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

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

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

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

WHEREAS, the CRA invited qualified City of Dania Beach residents to make applications for the available properties and on March 10, 2020, adopted Resolution No. 2020-CRA-001 establishing a lottery system and awarding four (4) participant commitments for benefits; and

WHEREAS, the CRA had additionally identified two (2) eligible applications and on July 28, 2020 adopted Resolution No. 2020-CRA-010 establishing a lottery system and awarding two (2) participant commitments for benefits; and

WHEREAS, one of the previously qualified applicants withdrew the application for the home located at 40 NW 14th Avenue and after proper vetting by a committee of three approved lenders through partner Housing Foundation of America, the CRA has identified an eligible application from Ms. Tremena Blake; the CRA has determined that Ms. Blake has qualified to participate in the program, including the receipt of a mortgage financing commitment from an approved financial institution; and

WHEREAS, the eligible applicant will be awarded a participant commitment for benefits in the amount of Twenty Thousand Dollars (\$20,000.00) from the CRA as a forgivable loan for down-payment/closing cost assistance toward the purchase of a home, evidenced by the promissory note and secured by a Second Mortgage as authorized by Resolution No. 2019-CRA-002;

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

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

Section 2. That the CRA Board agrees to approve the eligible applicant to purchase the remaining home developed in the program.

Section 3. That the Executive Director is directed to coordinate with Affordable Housing Development Solutions for the transfer of selected property to the qualified applicant named in this Resolution, including the implementation of the terms of the Restrictive Covenant previously approved pursuant to Resolution No. 2019-CRA-003, and Resolution No. 2020-CRA-001.

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

Section 5. That funding is available and appropriated in the FY 2020-2021 Budget Account No. 106-52-08-552-31-42.

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

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

PASSED and **ADOPTED** on April 13, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
BOARD SECRETARY

TAMARA JAMES
BOARD CHAIRPERSON

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CRA ATTORNEY



Housing Counseling
Approved by HUD

RE: Dania CRA Homes

March 4, 2021

To Whom It May Concern:

Housing Foundation of America, Inc. selected a committee of three approved lenders for the Dania CRA project which consisted of Synovus, City National Bank, and Third Federal Savings and Loan. The representative for each Bank is the CRA Loan Officer.

The committee was made up of the following:

Synovus Bank: Robin Holley
City National Bank: Michele Collie
Third Federal Savings and Loan: Jamila Dawson

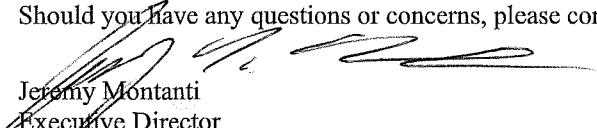
They reviewed three preapproved Applicants whose last names are as follows:

Blake
McCree
Warren

The committee was consistent and ranked the three as follows with the first being the strongest home buyer

Blake
Warren
McCree

Should you have any questions or concerns, please contact me at 954-923-5001.


Jeremy Montanti
Executive Director
Housing Foundation of America, Inc.
Broward: 954-923-5001
Palm Beach: 561-713-1457
Miami-Dade: 786-842-3843
Guilford: 336-780-7530
Fax: 888-838-6890

Housing Foundation of America, Inc.
A HUD Certified Counseling Agency

2400 N. University Drive, Suite 200 • Pembroke Pines, Florida 33024 • Office: 954.923.5001 • Fax:
954.924.1225
www.homeapproved.org

RE: [EXTERNAL] Re: Dania Project

Collie, Michele <Michele.Collie@citynational.com>

Thu 2/18/2021 1:34 PM

To: Jeremy Montanti <Jeremy@approvedbyhud.org>

1 attachments (13 KB)

Dania Beach Client_Summary.docx;

Hi Jeremy

Here is my ranking. If you think there is something else I need to review and add to the sheet let me know please

Michele Collie



Vice President, Community Development Manager
Compliance
NMLS 1168970

5900 North Andrews Avenue Suite 850, Ft. Lauderdale, Florida, 33309
Phone: 954-761-4264 / Fax: (786) 313-5932



citynational.com / Member FDIC

Voted Best Community Bank by the Readers of the Daily Business Review

From: Jeremy Montanti <Jeremy@approvedbyhud.org>

Sent: Thursday, February 18, 2021 12:23 PM

To: Holley, Robin <ROBINHOLLEY@synovus.com>; Collie, Michele <Michele.Collie@citynational.com>; Jamila Dawson <Jamila.Dawson@ThirdFederal.com>;

Marilyn Gallinton <hfamarilyn@gmail.com>

Subject: [EXTERNAL] Re: Dania Project

EXTERNAL MESSAGE -- Think Before You Click

Hello HFA Lender Partners

See attached the 3 1008's for our prospects. Please review and email me separately the ranking of strongest home buyer to weakest.

Dania is asking HFA to send them the most qualified home buyer so the last home closes.

If possible, can I get a response by tomorrow?

Jeremy Montanti

Executive Director
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Palm Beach: 561-713-1457
Miami-Dade: 786-842-3843
Guilford: 336-780-7530
Fax: 888-838-6890

From: Jeremy Montanti

Sent: Tuesday, February 16, 2021 12:02 PM

To: Holley, Robin <ROBINHOLLEY@synovus.com>; Collie, Michele <Michele.Collie@citynational.com>; Jamila Dawson <Jamila.Dawson@ThirdFederal.com>;

Delgado, Rennatta <rennatta.delgado@citi.com>

Subject: Dania Project

Hello HFA Lender Partners,

We have one last home in Dania and 3 loan approvals. HFA must rank the approvals in order of most likely to close to least. Would you guys be interested in assisting HFA with this committee?

Jeremy Montanti

3/2/2021

Mail - Jeremy Montanti - Outlook

Executive Director
Housing Foundation of America, Inc.
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Dania Beach Clients

Name	Loan Type	Credit Score	DTI	Cash to close	Reserves	Comments	Ranking
Blake	Conventional	746	29/44	\$7,000	\$1,000	Highest credit score and amount saved	1
McCree	FHA	N/A	46%	\$11375	\$800	Estimated taxes not realistic; needs county and city	3
Warren	Conventional	633	28/39	\$3162	\$1000	Score is low resulting in high interest rate; their savings in limited.	2

RE: Dania Project

Jamila Dawson <Jamila.Dawson@ThirdFederal.com>

Fri 2/19/2021 11:38 AM

To: Jeremy Montanti <Jeremy@approvedbyhud.org>

Good morning Jeremy,

I have reviewed the applications and also had Kenvin take a look at them with me too. We have both agreed on the following:

Strongest: Blake- Strong credit, good assets, car payment high but will be much stronger in 19 months when paid off if she does not enter a similar agreement. Better positioned for multiple lenders. Very Stable

Good: Warren- weaker credit, weaker assets, needs help now (more empathetic to the current position) not as likely to get other lender financing for future unless a major change in income or assets. Harder for them to get a loan. Most need. They have good stability.

Okay: McCree – needed more subordinate financing, higher DTI and lower income = more risk

I hope this helps. I'd be curious for the outcome.

Thanks for allowing us to participate.

Have a good weekend,

Jamila Dawson

ThirdFederal

Jamila Dawson

NMLS# 941007

Community Development Services Florida

P: (954)340-4032

F: (954)340-4283

Thirdfederal.com

Follow us on Facebook and Twitter

From: Jeremy Montanti <Jeremy@approvedbyhud.org>**Sent:** Thursday, February 18, 2021 12:23 PM**To:** Holley, Robin <ROBINHOLLEY@synovus.com>; Collie, Michele <Michele.Collie@citynational.com>; Jamila Dawson <Jamila.Dawson@ThirdFederal.com>;

Marilyn Gallinton <hfamarilyn@gmail.com>

Subject: Re: Dania Project

***** CAUTION ***** This email originated from outside of Third Federal. Do not click links, or open attachments, unless you recognize the sender and know the content is safe.

Hello HFA Lender Partners

See attached the 3 1008's for our prospects. Please review and email me separately the ranking of strongest home buyer to weakest.

Dania is asking HFA to send them the most qualified home buyer so the last home closes.

If possible, can I get a response by tomorrow?

Jeremy Montanti

Executive Director

Housing Foundation of America, Inc.

Broward: 954-923-5001

Palm Beach: 561-713-1457

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Guilford: 336-780-7530

Fax: 888-838-6890

From: Jeremy Montanti**Sent:** Tuesday, February 16, 2021 12:02 PM**To:** Holley, Robin <ROBINHOLLEY@synovus.com>; Collie, Michele <Michele.Collie@citynational.com>; Jamila Dawson <Jamila.Dawson@ThirdFederal.com>;

Delgado, Rennatta <rennatta.delgado@citi.com>

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Jeremy Montanti
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*

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- (2) We ask you immediately to notify the sender by return email or contact Third Federal at 1-800-THIRD-FED (1-800-844-7333);
- (3) We instruct you to delete this email message and any attachment from your computer.

Thank you.

*

RE: Dania Project

Holley,Robin <ROBINHOLLEY@synovus.com>

Thu 2/18/2021 1:19 PM

To: Jeremy Montanti <Jeremy@approvedbyhud.org>

Hi Jeremy,

Based on what was provided below are my ranking and reasons:

1. Blake- good credit, reserves, does have a high car payment but ratios are still in line
2. Warren- ratios are good, low credit score though, no payment shock of housing.
3. McCree- high ratios, short cash to close, payment shock for housing debt, did not see credit score

Let me know if you have any questions.

Robin

Robin Holley

Affordable Housing Specialist, Mortgage

2500 Weston Road

Weston, FL 33331

(954) 984-3314

(954) 557-5591 (Cell)

(954) 861-4589 (Fax)

NMLS 484758

synovus.com/robinholley

SYNOVUS

Equal Housing Lender. Loans subject to approval,
including credit approval

*Synovus named among Most Reputable Banks
by Reputation Institute*

From: Jeremy Montanti [mailto:Jeremy@approvedbyhud.org]

Sent: Thursday, February 18, 2021 12:23 PM

To: Holley,Robin <ROBINHOLLEY@synovus.com>; Collie, Michele <Michele.Collie@citynational.com>; Jamila Dawson <Jamila.Dawson@ThirdFederal.com>; Marilyn Gallinton <hfmarilyn@gmail.com>

Subject: [EXTERNAL] Re: Dania Project

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**PROFESSIONAL SERVICES AGREEMENT BETWEEN
DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY
AND HOUSING FOUNDATION OF AMERICA, INC.**

This is an Agreement (the "Agreement") entered into on January 14, 2019 by and between the Dania Beach Community Redevelopment Agency, a public body corporate and politic, under Part III, Chapter 163, Florida Statutes (the "CRA") with an address of 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, and Housing Foundation of America, Inc., a Florida corporation (the "Contractor"), with a mailing address of 2400 North University Drive, Pembroke Pines, FL 33024, to perform HUD approved pre-purchase home buyer certificate course, Program education, housing counseling, and income certification in connection with the CRA's At Home Dania Beach First-time Homebuyer Program (the "Program"). The City of Dania Beach, Florida (the "City") is not a party to this Agreement, but the parties agree that it has certain rights as expressed in this Agreement and that it is intended to be a third party beneficiary of the covenants in this Agreement.

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

1. Scope of Services/Deliverables.

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

2. Term/Commencement Date.

This Agreement shall begin on January 14, 2019, and remain in effect through June 30, 2019, unless earlier terminated in accordance with Paragraph 8.

3. Compensation and Payment.

3.1 The Consultant shall be compensated a total of Twelve Thousand Dollars (\$12,000.00) for the "Program" payable in increments based on completion of tasks listed in Exhibit "A".

3.2 The Consultant shall invoice the CRA on a monthly basis and provide timesheets and activity logs or any other backup documentation required by the CRA.

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

3.4 If a dispute should occur regarding an invoice submitted, the CRA Executive Director may withhold payment of the disputed amount and may pay to the 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 Program.

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

5. CRA's Responsibilities

The CRA will:

5.1 Furnish to 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.

5.3 CRA will provide a workspace venue.

6. Consultant's Responsibilities

The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Program as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Program, it is determined that the Consultant's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Program, upon written notification from the CRA Executive Director, the 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 or City. For the purposes of this section "adversarial" shall mean any development application where CRA or City staff is recommending denial or denied the application, administrative appeal or court action in which the CRA or City is a party.

8. Termination.

- 8.1 The CRA Executive Director may terminate this Agreement upon thirty (30) days written notice to the 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 Program 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 Program to the CRA, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

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

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

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

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

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

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

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

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

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

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

10. Nondiscrimination.

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

11. Indemnification.

- 11.1 Consultant shall defend, indemnify, and hold harmless the CRA and City, and their respective officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with 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 for 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.

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

12. Notices/Authorized Representatives.

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

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

For the Consultant: Jeremy Montanti, Executive Director
Housing Foundation of America, Inc.
2400 N. University Drive, Suite #200
Pembroke Pines, FL 33024

13. Governing Law.

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

14. Attorney Fees and Waiver of Jury Trial.

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

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

15. Entire Agreement/Modification/Amendment.

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

16. Ownership and Access to Records and Audits.

- 16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the CRA under this Agreement shall be the property of the CRA.
- 16.2 The CRA Executive Director or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Consultant involving transactions related to this Agreement.
- 16.3 The CRA may cancel this Agreement for refusal by the Consultant to allow access by the CRA Executive Director or her designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.
- 16.4 All submissions become the property of the CRA and will not be returned to the Consultant. The CRA will hold all submissions in confidence unless otherwise required by law. The Consultant should be aware the CRA is a "public body" as defined in Florida Statutes, Section

119.011(2) and that it is subject to Florida Statutes, Section 119.0701(2)(a), and the related provisions of the Florida Public Records Law.

- 16.5 Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under the Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract, and following completion of the contract until the records are transferred to the CRA.
- 16.6 Upon request from the CRA custodian of public records, 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.
- 16.7 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with the contract are and shall remain the property of the CRA.
- 16.8 Upon completion of the contract or in the event of termination by either party, any and all public records relating to the contract in the possession of the Consultant shall be delivered by the Consultant to the CRA Executive Director, at no cost to the CRA, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the CRA in a format that is compatible with the CRA's information technology systems. Once the public records have been delivered upon completion or termination of the contract, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 16.9 Any compensation due to Consultant shall be withheld until all records are received as provided in this Agreement.
- 16.10 Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of the contract by the CRA.

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

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

Custodian of Records:	THOMAS SCHNEIDER, CRA CLERK
Mailing Address:	100 W. Dania Beach Boulevard Dania Beach, Florida 33004
Telephone number:	954-924-9800, Ext. 3623
Email:	<u>tschneider@daniabeachfl.gov</u>

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 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 Program.

21. Waiver

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

22. Survival of Provisions

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

23. Prohibition of Contingency Fees.

The 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.

25. Extent of Agreement

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

26. Conflict

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

27. Binding Authority

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

SIGNATURES ON THE FOLLOWING PAGES

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

ATTEST:


THOMAS SCHNEIDER, CMC
CRA CLERK

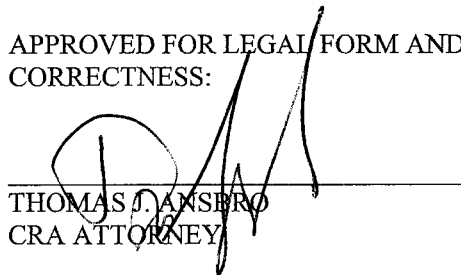
DBCRA:

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


RICKELLE WILLIAMS
EXECUTIVE DIRECTOR

Date: 1-18-19

APPROVED FOR LEGAL FORM AND
CORRECTNESS:


THOMAS J. ANSERO
CRA ATTORNEY

Date: January 18, 2019



WITNESSES:

CONSULTANT:

Housing Foundation of America, Inc., a
Florida Corporation

Maribel Zayas
SIGNATURE

Maribel Zayas
PRINT Name

[Signature]
SIGNATURE

Jhannah Zaldivar
PRINT Name

[Signature]
SIGNATURE

Jeremy Montek
PRINT Name

11/14/2019
Date

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me on January 14, 2019 by
Jeremy Montek as Executive Director of Housing Foundation of America, on behalf of
the company. He/she is personally known to me or produced Driver's License as identification.

My commission expires:

[Signature]
NOTARY PUBLIC, State of Florida

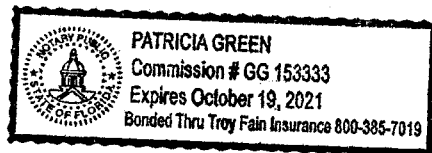


Exhibit "A"

Scope of Services

Professional Services Agreement between Dania Beach Community Redevelopment Agency and Housing Foundation of America, Inc.

Goal

To promote counseling and education for first-time homebuyers in an effort to achieve homeownership. The Program partners agree to remain fully committed to provide educational opportunities for first-time homebuyers to learn the process and access innovative options to address the complexities facing low-income, working citizens to achieve their dream of homeownership. Program goals include:

- To provide useful materials and trained facilitators for homebuyer education classes.
- To deliver services to low-income, working individuals and families in a highly diverse, urban community
- To promote affordable housing in Dania Beach
- To provide housing counseling services to residents of Dania Beach
- To income certify applications that are in need of down payment assistance for the purchase of the newly constructed properties.

Services

1. Provide materials, highly experienced speakers and facilitators to hold four (4) six-hour workshops and eight (8) two-hour workshops over a two-month period of January 1, 2019 to February 28, 2019. Workshops will be held bi-weekly on Mondays, Thursdays and Saturdays with the exception of national holidays.

Workshops will include but not limited to, an overview of the benefits of homeownership, responsibilities of homeownership, costs associated with home purchase, sources of down payment, improving FICO scores, loan application process, loan types, loan features and loan terms, loan-to-value ratios, debt-to-income ratios, identifying closing/settlement costs. Attendees enrolling in the First-time Homebuyer Education workshops will be required to attend the Monday and Thursday classes prior to Saturday.

Attendees will receive certification after completion of workshop requirements which clients may use for certain down payment assistance programs for home buyers.

2. Conduct individual housing counseling for each selected Homebuyer. Housing counseling will include debt ratios, budgeting, saving for down payment, and determining how mortgage ready applicants are.

3. Conduct full income certification to include third party verifications. A list of applicants that have been certified and verified will be delivered to the CRA. CRA will then issue an award letter to applicants selected from a list through a CRA lottery system.

Term/Commencement Date

The Agreement becomes effective upon complete execution by both parties and will remain in effect until completion of the Program.

Compensation and Payment

Housing Foundation of America shall be compensated a total of Twelve Thousand Dollars (\$12,000.00) for the Program payable as follows:

Service	Quantity	Unit Cost	Total
Saturday Workshops	Four (4)	\$1,000.00	\$ 4,000.00
Weekday Workshops	Eight (8)	\$ 100.00	\$ 800.00
Housing Counseling	Ten (10)	\$ 240.00	\$ 2,400.00
Income Certification	Six (6)	\$ 800.00	\$ 4,800.00
Total			\$ 12,000.00

RESOLUTION NO. 2018-011

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA AUTHORIZING THE CONVEYANCE OF SIX (6) PARCELS OF CITY-OWNED LAND ("PROPERTY") WITHIN THE DANIA BEACH COMMUNITY REDEVELOPMENT AREA AT A PRICE OF ONE DOLLAR (\$1.00) PER PARCEL TO THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY ("CRA") FOR THE PURPOSE OF USING THE PROPERTY TO FACILITATE SINGLE-FAMILY HOUSING DEVELOPMENT IN THE COMMUNITY REDEVELOPMENT AREA; AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE DEEDS AND RELATED DOCUMENTS FOR EACH PARCEL FOR THIS PURPOSE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the City Commission accepted a delegation of powers from the Board, found a need for, and created the CRA, granted the CRA the power to exercise those powers

permitted by the Act which were delegated by the Board to the City and directed the preparation and adoption of a community redevelopment plan (the "Plan"), updates to which have been approved and adopted by the CRA Board on March 11, 2009 and June 3, 2015 respectively; and

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

WHEREAS, the City Commission is considerate of the needs of the CRA and the Redevelopment Area and intends to support, foster or facilitate opportunities for the CRA to accomplish the redevelopment goals outlined in the Plan; and

WHEREAS, at the January 9, 2018 CRA Board meeting, the CRA Board identified six (6) vacant parcels (the "Property") in the Redevelopment Area which are owned by the City and which the CRA Board, by motion and consensus, desires the City Commission to convey to the CRA for the purpose of accomplishing the redevelopment goals outlined in the Plan; and

WHEREAS, the CRA believes that having site control of the City-owned properties will facilitate identifying and securing private and public funding to develop viable projects while the CRA has no available tax increment financing funds; and

WHEREAS, the desired City-owned Property is within the boundaries of the Redevelopment Area, consisting of parcels located at (1) NW 2nd Street (Folio No. 5042-34-01-0720); (2) NW 6th Avenue (Folio No. 5042-34-01-0760); (3) NW 14th Avenue (Folio No. 5042-33-01-0190); (4) NW 14th Avenue (Folio No. 5042-33-01-0060); (5) NW 14th Avenue (Folio. No. 5042-33-01-0110); and (6) W. Dania Beach Boulevard (Folio. No. 5042-33-01-0130), which are more fully described in Attachment "A", which is attached and incorporated by this reference ("Property"); and

WHEREAS, the Commission has identified that the Property can be used by the CRA as a tool for housing development in the Redevelopment Area as all Property is zoned Neighborhood Residential (NBHD-RES); and

WHEREAS, the Commission finds that pursuant to Section 125.38, Florida Statutes the conveyance of the Property to the CRA serves the best interest of the City;

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

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

Section 2. That the City Commission, pursuant to Section 125.38, Florida Statutes, approves the conveyance of the Property, which is legally described in Attachment "A", to the CRA at the price of one dollar (\$1.00) per parcel which is considered minimum consideration.

Section 3. That upon the conveyance of the Property, the CRA shall maintain the property in accordance with all applicable laws, regulations, ordinances and codes.

Section 4. That pursuant to Section 125.411, Florida Statutes, the City Commission authorizes the proper City officials to execute a Deed for each parcel, in substantially the form approved by the City Attorney.

Section 5. That the proper City officials shall record in the County public records all deeds and shall provide a copy of such recorded instruments to the Clerk of the City Commission and CRA Board within thirty (30) days of execution and final acceptance.

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

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

PASSED AND ADOPTED on January 23, 2018.

ATTEST:



LOUISE STILSON, CMC
CITY CLERK





TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:


THOMAS J. ANSBRO
CITY ATTORNEY

Resolution #2018-011**Attachment A: Property Description**

Site Address	Folio Number	Zoning Designation	Area (AC)	Lot Dimensions	Clean Title (Y/N)	Structure (Y/N)	Buildable	Appraisal Value
NW 2 ST	504234010720	NBHD-RES	.12	52' W x 108' D	Y	N	Vacant; Buildable; May Require Variance	\$27,100.00
NW 6 AVE	504234010760	NBHD-RES	.12	52' W x 108' D	Y	N	Vacant; Buildable; May Require Variance	\$27,100.00
NW 14 AVE	504233010190	NBHD-RES	.11	50' W x 96' D	Pending	N	Vacant; Buildable; May Require Variance	\$23,800.00
NW 14 AVE	504233010060	NBHD-RES	.11	50' W x 95' D	Y	N	Vacant; Buildable; May Require Variance	\$23,750.00
NW 14 AVE	504233010110	NBHD-RES	.11	50' W x 95' D	Y	N	Vacant; Buildable; May Require Variance	\$23,750.00
W DANIA BEACH BLVD	504233010130	NBHD-RES	.13	96' W x 60' D	Y	N	Vacant; Buildable; May Require Variance	\$25,650.00

RESOLUTION NO. 2019-CRA-002

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, Dania Beach residents meeting all program requirements are eligible to enter a lottery to receive a forgivable loan of up to Twenty Thousand Dollars (\$20,000.00) toward down-payment and closing costs for the purchase of one of the six (6) homes ("Property") being developed in the At Home Dania Beach Affordable Housing Program; and

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

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

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

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

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

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

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

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

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

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

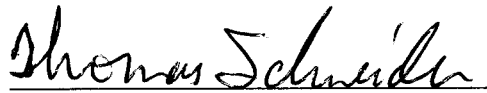
Section 3. That the Executive Director and CRA Attorney are authorized to make minor revisions to the Mortgage and Promissory Note without further CRA Board review as are deemed necessary and proper for the best interests of the CRA.

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

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

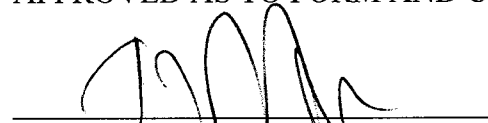
PASSED and ADOPTED on February 12, 2019.

ATTEST:


THOMAS SCHNEIDER, CMC
BOARD SECRETARY


LORI LEWELLEN
BOARD CHAIRPERSON

APPROVED AS TO FORM AND CORRECTNESS:


THOMAS J. ANSERO
CRA ATTORNEY



Prepared by, record and return to:

PROMISSORY NOTE

\$ _____

Date: _____, 2019

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

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

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

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

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

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

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

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

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

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

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

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

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

This Note consists of 3 pages

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

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

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

Prepared by, record and return to:

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

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

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

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

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

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

AND the MORTGAGOR covenants with MORTGAGEE as follows:

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

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

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

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

Executed this ____ day of _____, 2019.

Witness

OWNER

Signature

Signature

Print Name

Address:

Signature

Signature

Print Name

Address:

STATE OF FLORIDA

SS

COUNTY OF BROWARD

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

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

OR

Printed Name of Notary Public

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

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

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

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

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

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

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

____ AGENCY
____ DEVELOPER

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

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

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

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

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

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____ AGENCY
____ DEVELOPER

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

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

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____ AGENCY
____ DEVELOPER

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

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

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

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____ AGENCY
____ DEVELOPER

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

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

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

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

____ AGENCY
____ DEVELOPER

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

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

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

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

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

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

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

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

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

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____ AGENCY
____ DEVELOPER

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

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

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

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

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

AGENCY
DEVELOPER

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

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

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

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

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

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

AGENCY

DEVELOPER

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

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

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

____ AGENCY
____ DEVELOPER

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

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

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

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

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

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

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

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

AGENCY

DEVELOPER

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

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

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

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

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

____ AGENCY
____ DEVELOPER

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

CC: Community Redevelopment Agency Attorney

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

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

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

12 of 13

____ AGENCY
____ DEVELOPER

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

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

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

WITNESS:

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

By: _____
Name: Audrey Robertson
Title: Chairman

DANIA BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: _____
Name: Lori Lewellen
Title: Chair

13 of 13

AGENCY

DEVELOPER

EXHIBIT "A"

LEGAL DESCRIPTIONS

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

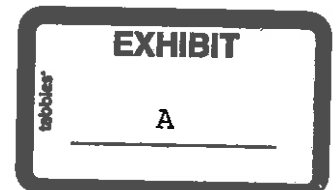
Lot 1, Block 6, of the TOWN OF MODELO (DANIA), as recorded in Plat Book B, Page 49, of the Public Records of Miami-Dade County, Florida said lands situate, lying and being in Broward County, Florida; being the same property conveyed to the City of Dania Beach by Quit Claim Deed, Recorded as Instrument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

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

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

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

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



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

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

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

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

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

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

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

149 NW 6th Avenue

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



EXHIBIT

B-1

1361 W Dania Beach Boulevard

PROJECT INFORMATION:

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



EXHIBIT

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B-2

19 NW 14th Avenue

PROJECT INFORMATION:

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

TYPE OCCUPANCY: DANIA BEACH CRA
NEIGHBORHOOD - RESIDENTIAL

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

PARCEL ID: 5042 33 01 0110

YEAR BUILT: NEW CONSTRUCTION

TYPE CONSTRUCTION: TYPE III

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

FLOOD ZONE: "X"



EXHIBIT

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B-3

47 NW 14th Avenue

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



EXHIBIT

B-4

135 NW 6th Avenue

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



EXHIBIT

B-5

40 NW 14th Avenue

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



EXHIBIT

tabbles

B-6

Prepared by and Return to:

Folio No(s).:

[Space Above This Line For Recording Data]

SPECIAL WARRANTY DEED

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

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

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

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

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



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

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

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

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

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

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

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

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

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

Signature of Witness

Printed Name of Witness

Signature of Witness

Printed Name of Witness

DANIA BEACH COMMUNITY
REDEVELOPMENT AGENCY

Name: Lori Lewellen
Title: Chair

STATE OF FLORIDA

COUNTY OF BROWARD

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

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

(SEAL)

Notary Public
My commission expires:

Notary, check one:

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

Return To:
Dania Beach Community Redevelopment Agency
100 W. Dania Beach Boulevard
Dania Beach, FL 33004-3643

Folio No. _____
Loan No. _____

----- {SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA}-----

**DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY
AFFORDABLE HOUSING AND HOMEOWNERSHIP PROGRAM
RESTRICTIVE COVENANT FOR HOMEBUYERS**

THIS AFFORDABLE HOUSING RESTRICTIVE COVENANT ("Covenant") is made this ____ day of _____, 2019 by _____ a (hereinafter referred to as the "Owner"), in favor of Dania Beach Community Redevelopment Agency, a statutory agency, (hereinafter referred to as the "CRA").

WHEREAS, the Owner holds title to certain property located at _____
Dania Beach, Florida (Folio No.: _____), ("Address") and legally described as:

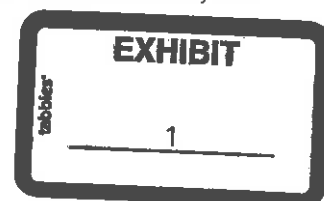
(the Property) attached hereto and made a part hereof by this reference, and

WHEREAS, the Property was acquired, rehabilitated and partially financed with CRA funding as affordable housing for low or moderate income households in accordance with the CRA's Affordable Housing and Homeownership Program ("The Program"), and

WHEREAS, pursuant to the Program, eligible homebuyers are given the opportunity to purchase residential property using zero-to-low-interest financing provided by the CRA if the Owner agrees to certain use and transfer restrictions, including an agreement to occupy the property as a principal residence and to convey the property for an amount not greater than the Maximum Resale Price, all as more fully provided herein, and

WHEREAS, in order to qualify for such participation in the Program and acquire the Property, the Owner hereby makes the following binding commitments to ensure that the Owner, any subsequent Eligible Household, and the Property comply with the requirements of the Program,

NOW, THEREFORE, as consideration for the conveyance of the Property using zero-to-low-interest financing provided by the CRA, and for other good and valuable consideration, the



sufficiency of which is hereby acknowledged, the Owner, including his/her/their heirs, successors and assigns, hereby agrees that the Property shall be subject to the following rights and restrictions which are imposed for the benefit of and shall be enforceable by and through the CRA and its designated assignees.

1. **Definitions.** In this Covenant, in addition to the terms defined above, the following words and phrases shall have the following meanings:

Affordable means where the mortgage payment, including taxes and insurance, does not exceed thirty (30%) percent of the amount which represents the percentage of the median annual gross income for low and moderate income households. However, it is not the intent to limit an individual household's ability to devote more than thirty (35%) percent of its income for housing, and housing for which a household devotes more than thirty (35%) percent of its income shall be deemed affordable, if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the thirty (35%) percent benchmark.

Capital Improvements means the documented commercially reasonable cost of structural improvements made to the Property by the Owner, which increase the total square footage of the home.

Certificate of Qualification means a certificate which shall be valid for twelve (12) months, issued by the CRA or a designated non-CRA agency that has been authorized by the CRA to qualify Eligible Households to purchase an affordable dwelling unit.

Compliance Certificate shall have the meaning set forth in Section 6(a) hereof.

Control Period or Term means the 10-year period during which the Eligible Home must remain affordable. The control period begins on the initial sale date of the eligible home and resets automatically every ten (10) years, for a maximum of fifty (50) years, except that in the event the home is owned by the same owner for an entire 10-year period, said home shall be released from the affordability restrictions contained In this covenant

Dwelling Unit means a unit, whether detached, semi-attached or attached to another such unit, which can be sold in fee simple ownership, that houses a single family.

Eligible Housing or Eligible Home means any dwelling unit that is: (i) purchased in accordance with the Program and (ii) used as the primary residence of an Eligible Household.

Eligible Household means one or more natural persons that (i) has obtained a first-time homebuyer counseling certificate within the past twelve (12) months; (ii) has been determined by the CRA to meet the eligibility requirement(s) of a low income or moderate income household based upon the annual gross income of the household; (iii) has received a Certificate of Qualification and (iv) for purposes of this Restrictive Covenant, has been determined to be an Eligible Household.

Low-to-Moderate-Income means those households whose total annual adjusted gross income is equal to or less than eighty percent (80%) of the median, annual adjusted gross income for

households within the metropolitan statistical area (MSA), or, if not within an MSA, then within Broward County, whichever is greater, as defined by the United States Department of Housing and Urban Development (HUD).

Maximum Resale Price means the sum of (i) the current area median income for the Metropolitan Area of Broward as published by improvements, if any. However, in no event shall the Maximum Resale Price be greater than the purchase price for which a creditworthy Eligible Household, earning eighty percent (80%) of the Area Median Income, as required by the Program for an Eligible Household to obtain mortgage financing (as such purchase price is determined by the CRA), and further provided that the Resale Price shall not be less than the purchase price paid for the Property by the Eligible Household, unless the Eligible Household agrees to accept a lesser price.

Owner means the person or persons identified in the first paragraph of this Restrictive Covenant and who has or have been determined to be an Eligible Household that has been qualified to purchase the Property.

Resale Price Multiplier means the number calculated by dividing the Property's initial sale price from the CRA to the Owner by the HUD Area Median income for the Metropolitan Area of Broward County at the time of sale. A resale price multiplier of 4.24 is hereby assigned to this Property.

Resale Price Multiplier Calculation:

Original Purchase Price: \$	_____	\$	_____
Current HUD Area Median Income		\$	_____
Resale Price Multiplier			<u>4.24</u>

2. **Occupancy/Principal Residence.** The Property shall be occupied and shall be used by the Owner exclusively as Owner's principal residence. Any use of the Property or activity thereon which is inconsistent with such exclusive residential use is expressly prohibited.

3. **Restrictions against Leasing. Refinancing and Junior Encumbrances.** The Property shall not be leased, rented, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the CRA; except, however, this provision shall not apply to a first mortgage granted on the date of the delivery of the deed in connection with the conveyance of the Property from the CRA to the Owner, securing indebtedness not greater than one hundred (100%) percent of the purchase price. Any rents, profits or proceeds from any transaction described in the preceding sentence, which transaction has not received the requisite written consent of the CRA, shall be paid by the Owner to the CRA upon demand and treated as program income in accordance with "The Program" guidelines. The CRA may institute proceedings to terminate such lease or rental agreement and to recover such rents, profits or proceeds, and costs of collection, including attorneys' fees and costs of litigation. Upon recovery, after payment of costs, the balance of any profits or proceeds shall be paid to the CRA for its appropriate use, and deposited in an account in accordance with "The Program" guidelines. The CRA may institute proceedings to terminate any type of refinancing

encumbrance and/or mortgage placed on the Property without the CRA's prior written consent. In the event that the CRA consents for good cause to any lease, refinancing, encumbrance or mortgage, it shall be a condition to such consent that all rents, profits or proceeds from such transaction, which exceed the actual carrying costs of the Property, as determined by CRA, shall be paid to the CRA for deposit in accordance with "The Program" guidelines.

4. **Notice of Sale.** Whenever the Owner desires or elects to sell, convey or transfer the Property, the following steps must be followed by the Owner and the CRA.

(a) When the Owner or any successor in title to the Owner shall desire to sell, convey or otherwise transfer the Property, or any portion thereof, the Owner shall notify the CRA in writing of the Owner's intent to sell, convey or transfer the Property (the "Notice of Sale"). The Owner shall send the Notice of Sale to the CRA by either mailing it certified or registered mail, postage pre-paid, or by a nationally recognized courier service (such as FedEx or DHL), to the following address: Executive Director, Dania Beach Community Redevelopment Agency or successor department, 100 W. Dania Beach Boulevard, Dania Beach, FL 33004, with a copy to the CRA Attorney's Office. Upon the CRA's receipt of the Notice of Sale, the CRA shall notify the Owner of the date the Notice of Sale was received. Afterwards, the CRA shall calculate the Maximum Resale Price which the Owner may receive for the sale of the Property based upon the average rate of real property appreciation for the Metropolitan Statistical Area (MSA) plus any documented capital improvements, as defined herein, during the period the home was owned by the Owner.

(b) The CRA shall have sixty (60) days from receiving the Notice of Sale from the Owner to exercise the CRA's right-of-first-refusal and to enter into a purchase and sale agreement for the Property at or below the Maximum Resale Price or provide the Owner with written notification of the CRA's intent to waive its right of first refusal.

(c) Should the CRA elect not to acquire the Property by exercising its right-of-first-refusal, the CRA shall assist the Owner in identifying an Eligible Household, who is ready, willing and able to purchase the Property at or below the Maximum Resale Price. The Owner shall fully cooperate with the CRA's efforts in assisting the Owner to locate an Eligible Household and, if requested by the CRA, the Owner shall hire a broker acceptable to the CRA to assist in locating an Eligible Household.

(d) Nothing in this Covenant constitutes a promise, commitment or guarantee by the CRA that upon resale the Owner shall actually receive the Maximum Resale Price for the Property or any other specific or pre-determined price for the Property.

(e) The holder of the first mortgage on the Property is not obligated to forbear from exercising the rights and remedies under its mortgage, at law or in equity, after delivery of the Notice of Sale.

5. **Delivery of Deed.** in connection with any conveyance pursuant to right-of-first-refusal to purchase as set forth in Section 4 above, the Property shall be conveyed by the Owner to the Eligible Household by a valid and sufficient deed conveying a good and clear record and marketable title to the Property free from any and all encumbrances except: (i) such taxes for the

then current year as are not due and payable on the date of delivery of the deed, (ii) any lien for municipal betterments assessed after the date of the Notice of Sale, (iii) provisions of local building and zoning laws, (iv) all easements, restrictions, covenants and agreements or record specified in the deed from the Owner to the Eligible Household and (v) such additional easements, restrictions, covenants and agreements of record, including, but not limited to, this Covenant. The deed shall specifically provide that the Property is subject to this Covenant and shall reference the Official Record Book and Page number of this recorded Covenant. Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the CRA or the enforceability of the restrictions herein.

6. **Resale and Transfer Restrictions:**

(a) Except as otherwise provided herein, the Property or any interest therein shall not at any time be sold, transferred or conveyed by the Owner, or the Owner's successors, and no attempted sale, conveyance or transfer shall be valid, unless: (i) the Owner has delivered its Notice of Sale to the CRA; (ii) the aggregate value of all consideration and payments of every kind given or paid by the Eligible Household of the Property for, and in connection with the transfer of such Property, is equal to or less than the Maximum Resale Price for the Property; (iii) unless a certificate (the "Compliance Certificate") is obtained and recorded, signed and acknowledged by the CRA, which Compliance Certificate refers to the Property, the Owner, the Eligible Household thereof and (iv) the Maximum Resale Price therefor, and states that the proposed conveyance, sale or transfer of the Property to the subsequent purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Covenant.

(b) The Owner and any good faith purchaser of the Property, any lender or other party taking a security interest in such Property and any other third party may rely upon a Compliance Certificate as conclusive evidence that the proposed conveyance, sale or transfer of the Property to the Eligible Household is in compliance with the rights, restrictions, covenants and agreements contained in this Covenant, and may record such Compliance Certificate In connection with the conveyance of the Property.

(c) Within ten (10) days of the closing of the conveyance of the Property from the Owner to an Eligible Household, the Owner shall deliver to the CRA a copy of the deed to the Property, a copy of the Declaration of Restriction signed by the Eligible Household, together with the recording information. Failure of the Owner, or the Owner's successors to comply with the preceding sentence shall not affect the validity of such conveyance or the enforceability of the restrictions herein.

7. **Discrimination.** The Owner shall not discriminate against any person in the exercise of its obligations under this Covenant and all such actions shall be taken without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, disability, political affiliation, or source of income, any other factor which cannot be lawfully used.

8. **Survival of Restriction Upon Exercise of Remedies by Mortgagees.**

(a) The holder of record of any mortgage on the Property (each, a "Mortgagee") shall notify the CRA and any senior mortgagee(s) in the event of any default for which the Mortgagee

intends to commence foreclosure proceedings or similar remedial action pursuant to its mortgage (the "Foreclosure Notice"), which notice shall be sent to the CRA, as set forth in this Covenant. Such notice shall be sent to the CRA by either mailing it certified or registered mail, postage pre-paid, or by a nationally recognized courier service (such as FedEx or DHL), to the following address: Executive Director, Dania Beach Community Redevelopment Agency or successor department, 100 West Dania Beach Boulevard, Dania Beach, FL 33004, with a copy to the CRA Attorney's Office and, if applicable, to the senior Mortgagee(s) as set forth in such senior Mortgagee's mortgage, not less than one hundred twenty (120) days prior to the institution of any foreclosure action or before the acceptance of a deed in lieu of foreclosure. In addition, the Owner expressly agrees to immediately deliver to the CRA any type of Foreclosure Notice and/or documents relating to the institution of any foreclosure proceeding and/or any other communications and disclosures made by any Mortgagee regarding the Property pursuant to this Covenant.

(b) The Owner grants to the CRA the right and option to purchase the Property upon receipt by the CRA of any Foreclosure Notice, in the event that the CRA intends to exercise its option, the CRA or its designee shall acquire the Property within one hundred twenty (120) days of receipt of such foreclosure notice, at a price equal to the greater of (i) the sum of the outstanding principal balance of the note secured by such foreclosing Mortgagee's mortgage, together with the outstanding principal balance(s) of any note(s) secured by mortgages senior in priority to such mortgage (but in no event shall the aggregate amount thereof be greater than one hundred (100%) percent of the Maximum Resale Price calculated at the time of the granting of the mortgage) plus all future advances, accrued interest and all reasonable costs and expenses which the foreclosing Mortgagee and any senior Mortgagee(s) are entitled to recover pursuant to the terms of such mortgages (the "Mortgage Satisfaction Amount") and (ii) the Maximum Resale Price (which for this purpose may be less than the purchase price paid for the Property by the Owner) (the greater of (i) and (ii) above herein referred to as the "Applicable Foreclosure Price"). The Property shall be sold and conveyed in its then-current "As Is, Where Is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, building code violations, public assessments, any and all unpaid federal or state or local taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over such foreclosing Mortgagee's mortgage, and further subject to a declaration of restrictions identical in form and substance to this Covenant which the Owner hereby agrees to execute, to secure execution by the CRA or its designee, and to record with the deed, except that (i) during the term of ownership of the Property by the CRA or its designee the owner-occupancy requirements of Section 2 hereof shall not apply (unless the designee is an Eligible Household), and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by the CRA or its designee, but not greater than the Applicable Foreclosure Price. Said deed shall clearly state that it is made subject to this Covenant and shall reference the Official Record Book and Page number of this recorded Covenant. Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the CRA or its designee or the enforceability of the restrictions herein.

(c) Not earlier than one hundred twenty (120) days following the delivery of the Foreclosure Notice to the CRA and any senior Mortgagees) pursuant to subsection (a) above, the

foreclosing Mortgagee may conduct the foreclosure sale or accept a deed in lieu of foreclosure. The Property shall be sold and conveyed in its then-current "As Is", "Where Is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state or local taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over the foreclosing Mortgagee's mortgage, and further subject to a Restriction, as set forth above.

(d) In the event that the foreclosing Mortgagee conducts a foreclosure sale or other proceeding enforcing its rights under its mortgage and the Property is sold for a price in excess of the greater of the Maximum Resale Price and the Mortgage Satisfaction Amount, such excess shall be paid to the CRA for deposit in accordance with "The Program" guidelines after (i) a final judicial determination, or (ii) a written agreement of all parties who, as of such date hold (or have been duly authorized to act for other parties who hold) a record interest in the Property, that the CRA is entitled to such excess. The legal costs of obtaining any such judicial determination or agreement shall be deducted from the excess prior to payment to the CRA. To the extent that the Owner possesses any interest in any amount which would otherwise be payable to the CRA under this paragraph, to the fullest extent permissible by law, the Owner hereby assigns its interest in such amount to the Mortgagee for payment to the CRA.

(e) If any Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, then the rights and restrictions contained herein shall apply to such Mortgagee upon such acquisition of the Property and to any purchaser of the Property from such Mortgagee, and the Property shall be conveyed subject to this Covenant, except that (i) during the term of ownership of the Property by such Mortgagee the owner-occupancy requirements of Section 2 hereof shall not apply and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such Mortgagee at the foreclosure sale, but not greater than the Applicable Foreclosure Price. Said deed shall clearly state that it is made subject to this Covenant and shall reference the Official Record Book and Page number of the recorded covenant. Failure to comply with the preceding sentence shall not affect the validity of the conveyance to the Mortgagee or the enforceability of the restrictions herein.

(f) If any party other than a Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, the Property shall be conveyed subject to this Covenant except that (i) if the purchaser at such foreclosure sale or assignee of a deed in lieu of foreclosure is not an Eligible Household, then during the term of ownership of the Property by such purchaser, the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such third-party purchaser at the foreclosure sale, but not greater than the Applicable Foreclosure Price. Said deed shall clearly state that it is made subject to this Covenant and shall reference the Official Record Book and Page number of this recorded Covenant. Failure to comply with the preceding sentence shall not affect the validity of the conveyance to such third-party purchaser or the enforceability of the restrictions herein.

(g) Upon satisfaction of the requirements contained in this Section 8, the CRA shall issue a Compliance Certificate to the foreclosing Mortgagee which, upon recording in the public records of Broward County, may be relied upon as provided in Section 6(b) hereof as conclusive evidence that the conveyance of the Property pursuant to this Section 8 is in compliance with the rights, restrictions, covenants and agreements contained in this Covenant.

(h) The Owner understands and agrees that nothing in this Covenant constitutes a promise or guarantee by the CRA that the Mortgagee shall actually receive the Maximum Resale Price for the Property or any other price for the Property.

(i) If a Foreclosure Notice is delivered after the delivery of a Conveyance Notice as provided In Section 4(a) hereof, the procedures set forth in this Section 8 shall supersede the provisions of Section 4 hereof.

9. The CRA is the beneficiary of this Covenant, and as such, the CRA may enforce these restrictions, conditions and/or restrictive covenants by action at law or in equity, including without limitation, a decree of specific performance or mandatory or prohibitory injunction.

10. If any covenant, restriction, condition or provision contained in this document is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, restriction, condition or provision herein contained, all of which shall remain in full force and effect. This Covenant shall be construed in accordance with the laws of the State of Florida and venue for the enforcement hereof shall be in Broward County, Florida.

11. This Covenant shall survive any proceedings in foreclosure, bankruptcy, probate or any other proceedings at law or in equity.

12. It shall be at the sole discretion of the CRA, through its Board of Commissioners (the "Board"), to amend or terminate any portion of this Covenant through the adoption of a Resolution. Any such amendment or termination shall be by a majority vote of the Board.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, this Covenant has been executed by the Owner hereto on the day and year first above-written.

Witness:

Owner:

Print Name

Witness:

Owner:

Print Name

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, a _____, who ☐ is personally known to me or produced _____ as identification.

Notary Public

My commission expires:

Print Name: _____

DRAFT AIA Document A312™ - 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

« »
« »

SURETY:

(Name, legal status and principal place of business)

« »
« »

OWNER:

(Name, legal status and address)

« »
« »

CONSTRUCTION CONTRACT

Date: « »

Amount: \$ « »

Description:

(Name and location)

« »

« »

BOND

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this Bond: ☐ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature:

Name and « »

Title:

Signature:

Name and « »

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

« »
« »
« »

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the

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Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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(928602453)

§ 16 Modifications to this bond are as follows:

§ 11

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Signature:

Name and Title:

Address:

SURETY

Company:

(Corporate Seal)

Signature:

Name and Title:

Address:

TO BE
DRAWN

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4

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Payment Bond

CONTRACTOR:

(Name, legal status and address)

« »
« »
« »

SURETY:

(Name, legal status and principal place of business)

« »
« »
« »

OWNER:

(Name, legal status and address)

« »
« »
« »

CONSTRUCTION CONTRACT

Date: « »

Amount: \$ « »

Description:

(Name and location)

« »
« »

« »

BOND

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this Bond: ☐ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature:

Name and

Title:

(Any additional signatures appear on the last page of this Payment Bond.)

Signature:

Name and

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

« »
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OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- 1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- 2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

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§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

Field Code Changed

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

« »

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature:

Name and Title:

Address:

« »
« »

Signature:

Name and Title:

Address:

« »
« »



FY 2018 MEDIAN FAMILY INCOME DOCUMENTATION SYSTEM

[HUD.gov](#) [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

Median Family Income Calculation Methodology

Estimates of median family income for metropolitan and non-metropolitan areas are developed as follows:

All information presented here applies to the **Fort Lauderdale, FL HUD Metro FMR Area** which Broward County is a part of.

1. A special tabulation of Median Family Income (MFI) estimates from the 2011-2015 5-year ACS was prepared by the U.S. Census Bureau and used by HUD as the basis for calculating HUD's FY2018 MFIs. Estimates of MFI from this tabulation are used if they are determined to be statistically reliable. For FY2018, the test for reliability is whether the margin of error for the estimate is less than 50% of the estimate itself and whether the ACS estimate is based on at least 100 survey cases.

Note: HUD began using the count indicator in assessing statistical reliability beginning with the FY 2018 Fair Market Rent estimates. HUD does not receive the exact number of survey cases in this special tabulation, but rather a categorical variable known as the count indicator, indicating a range of cases. An estimate based on at least 100 cases corresponds to a count indicator of 4 or higher.

If an area does not have a reliable 2011-2015 5-year estimate, HUD checks whether the area has had minimally reliable estimates in any of the past 3 years (a minimally reliable estimate is an estimate where the margin of error for the estimate is less than 50% of the estimate itself). If so, the FY2018 MFI is the average of the inflated ACS estimates. In order to use as much local data as possible, HUD averages the minimally reliable estimates from the last three 5-year ACS estimates.

If an area has not had a minimally reliable estimate in the past 3 years, the estimate from the next larger encompassing geography is used. For example, sub-areas of metropolitan areas would be assigned the MFI estimate of the entire metropolitan area and for non-metropolitan counties, the estimate from all non-metropolitan portions of the State (state non-metropolitan).

2. If there is a statistically reliable 2015 1-year ACS estimate of median family income available, HUD replaces the 5-year data with the 1-year data. For FY2018, the special

tabulation of 2015 1-year ACS MFI estimates provided to HUD by the U.S. Census Bureau for the **Fort Lauderdale, FL HUD Metro FMR Area** was statistically reliable.

- Once the appropriate 2015 ACS data has been selected, an inflation factor based on the CBO projection of the national CPI for FY2018 is calculated to inflate the estimate from 2015 to April, 2018 (or mid FY2018). **Note:** The CPI projection used in this calculation is from the CBO's January 2017 release of its 10-Year Economic Projections.

MFI Step by Step Calculation

- The following are the 2015 American Community Survey 5-year median income estimate, margin of error, and sample size category for **Fort Lauderdale, FL HUD Metro FMR Area**:

Area	ACS ₂₀₁₅ 5-Year Median Income	ACS ₂₀₁₅ 5-Year Margin of Error	Ratio	Sample Size Category	Result
Fort Lauderdale, FL HUD Metro FMR Area	\$61,809	\$610	$\frac{\$610}{\$61,809}$ = 0.01	6	0.01 $\geq$.5 and 6.0 $\geq$ 4 Reliable Estimate

- Since there is a 1-year 2015 ACS estimate available, the margin of error of the estimate and the sample size category are checked for reliability:

Area	ACS ₂₀₁₅ 1-Year Median Income	ACS ₂₀₁₅ 1-Year Margin of Error	Ratio	Sample Size Category	Result
Fort Lauderdale, FL HUD Metro FMR Area	\$62,372	\$1,405	$\frac{\$1,405}{\$62,372}$ = 0.023	6	0.023 $\leq$.5 and 6.0 $\geq$ 4 Use ACS₂₀₁₅ 1-Year Median Income

- The calculation of the CPI Inflation Factor is as follows:

Area	FY2018 <u>CPI</u>	2015 Annual <u>CPI</u>	<u>CPI</u> Inflation Factor
Fort Lauderdale, FL HUD Metro FMR Area	249.8	237.017	$(249.8 / 237.017)$ =

1.05393

4. The FY 2018 median family income is estimated as follows:

Area	ACS ₂₀₁₅ 1-Year Estimate	CPI Inflation Factor	FY 2018 Area MFI Estimate
Fort Lauderdale, FL HUD Metro FMR Area	\$62,372	1.05393	$(\$62,372 * 1.05393) = \$65,736$

5. In keeping with HUD policy, the median family income estimate is rounded to the nearest \$100:

Area	Unrounded FY 2018 MFI Estimate	Rounded FY 2018 MFI Estimate
Fort Lauderdale, FL HUD Metro FMR Area	\$65,736	\$65,700

NOTE: Due to differences in the computing platforms used to generate the official FY 2018 MFI estimates, and this web system, the calculated value shown may differ slightly from the official published value because of rounding.

Press below to select a different state:

Select a new state

Or select a FY 2018 HUD Metropolitan FMR Area's Median Family Income:

Fort Lauderdale, FL HUD Metro FMR Area

Select Area

Update URL for bookmarking or E-mailing

Technical Problems or questions? [Contact Us](#).

RESOLUTION NO. 2020-CRA-001

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2. That the Executive Director is authorized to publicly administer the recommended lottery system with the participation of the CRA Board to select the four (4) eligible applicants to select a home each desires to purchase from among the six (6) homes developed in the program.

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

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

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

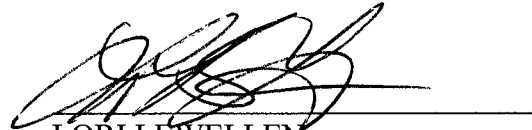
Section 6. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

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

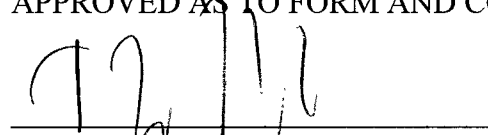
PASSED and ADOPTED on March 10, 2020.

ATTEST:


THOMAS SCHNEIDER, CMC
BOARD SECRETARY


LORI LEWELLEN
BOARD CHAIRPERSON

APPROVED AS TO FORM AND CORRECTNESS:


THOMAS J. ANSBRO
CRA ATTORNEY



RESOLUTION NO. 2020-CRA-010

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY ("CRA") OF THE CITY OF DANIA BEACH, FLORIDA, ESTABLISHING A LOTTERY SYSTEM AND AWARDING TWO (2) PARTICIPANT-COMMITMENTS FOR BENEFITS OF TWENTY THOUSAND DOLLARS (\$20,000.00) PER HOUSEHOLD UNDER THE FIRST-TIME HOMEBUYERS PROGRAM OF THE AT HOME DANIA BEACH PROGRAM; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the CRA partnered with Housing Foundation of America, Inc., a non-profit HUD-approved Housing Counseling Agency, to provide first-time homebuyer courses, housing

counseling and income certification to evaluate potential homebuyers and determine eligibility based on income and residency requirements; and

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

WHEREAS, the CRA previously identified four (4) eligible applicants and on March 10, 2020, adopted Resolution No. 2020-CRA-001 establishing a lottery system and awarding four (4) participant-commitments for benefits; and

WHEREAS, the CRA has additionally received two (2) eligible applications from Daudi Jean-Louis and Corinthian Jones, and after proper vetting, has determined that each of the applicants has qualified to participate in the program, including the receipt of a mortgage financing commitment from an approved financial institution; and

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

WHEREAS, the Executive Director recommends that the lottery be publicly administered by the CRA Board to include random selection of the two (2) eligible applicants; and

WHEREAS, the first randomly selected applicant will be able to select the specific home that applicant desires to purchase from among the two (2) homes; the second selected applicant will be able to choose the remaining home; and

WHEREAS, each of the two (2) eligible applicants will be awarded a participant commitment for benefits in the amount of Twenty Thousand Dollars (\$20,000.00) from the CRA as a forgivable loan for down-payment/closing cost assistance toward the purchase of a home; and

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

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

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

Section 2. That the Executive Director is authorized to publicly administer the recommended lottery system with the participation of the CRA Board to select the two (2) eligible applicants to select a home each desires to purchase from among the two (2) remaining homes developed in the program.

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

Section 4. That each of the two (2) eligible applicants may be awarded a participant commitment for benefits in the amount of Twenty Thousand Dollars (\$20,000.00) as a forgivable loan for down-payment/closing cost assistance toward the purchase of a property as evidenced by a Promissory Note and secured by a Second Mortgage pursuant to Resolution 2019-CRA-002.

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

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

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

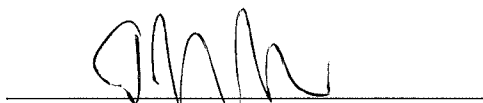
PASSED and ADOPTED on July 28, 2020.

ATTEST:


THOMAS SCHNEIDER, CMC
BOARD SECRETARY


LORI LEWELLEN
BOARD CHAIRPERSON

APPROVED AS TO FORM AND CORRECTNESS:


THOMAS J. ANSBRO
CRA ATTORNEY



CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING (“MOU”) BETWEEN THE CRA AND 4 DANIA BEACH HOLDINGS, LLC TO EXECUTE THE FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY AND 4 DANIA BEACH HOLDINGS, LLC

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - Amend 1 Trion Agmt 041321, R-2021-CRA- 4 Dania Beach Holdings, LLC (Trion Project) MOU for First Amendment to Development Agreement

MEMORANDUM

To: Dania Beach Community Redevelopment Agency Chair, Vice Chair and Board of Directors

From: Michael Chen, Executive Director

Date: April 13, 2021

Re: Request to approve a Resolution authorizing the execution of the First Amendment to the Development Agreement between Dania Beach CRA and 4 Dania Beach Holdings, LLC, for the Trion/Soleste Cityline project.

Background

On May 12, 2020 the CRA Board authorized the execution of a Development Agreement with 4 N Federal Dania, LLC to facilitate construction of the Trion mixed use project currently in progress on Federal Highway. The project will promote redevelopment, job creation, tax revenue generation and the reduction of slum and blight for the benefit of the City of Dania Beach.

The Developer has requested an extension to the Agreement based on the following:

Paragraph 2.c. of the Agreement, entitled "Schedule of Construction" requires the Developer to provide a copy of an executed construction contract and approved construction plans by October 31, 2020, and that this may be extended 90 days at the discretion of the CRA Executive Director with evidence that the Developer has submitted plans for review/approval and "is working expeditiously and in good faith to advance the approval of such plans"

Because of construction delays caused by COVID-19 pandemic, the Developer formally requested an extension of paragraph 2.c. requirements until April 20, 2021 and in support of its request has provided confirmation of their submission for a Master Building Permit on September 22, 2020, a copy of the executed construction contract, and evidence pursuant to the Master Permit, that work has already started with the issuance of a Site/Foundation Permit.

At the February 9, 2021 CRA Board Meeting, the CRA Board approved the Developer's requested extension and authorized the appropriate CRA officials to execute a First Amendment to the Agreement with the Developer.

Recommendation

The CRA is recommending that the CRA Board approve the resolution authorizing the First Amendment to the Development Agreement between Dania Beach CRA and 4 Dania Beach Holdings, LLC for an extension to paragraph 2.c of the Agreement.

RESOLUTION NO. 2021-CRA-005

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY ("CRA") OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING ("MOU") BETWEEN THE CRA AND 4 DANIA BEACH HOLDINGS, LLC TO EXECUTE THE FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY AND 4 DANIA BEACH HOLDINGS, LLC; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the CRA Board authorized execution of a Development Agreement ("Agreement") with 4 N Federal Dania, LLC ("Developer") on May 12, 2020 to facilitate construction of the Trion at Dania ("Project"), which will promote redevelopment, job creation, tax revenue generation and the reduction of slum and blight for the benefit of the City of Dania Beach; and

WHEREAS, paragraph 2.c. of the Agreement, entitled "Schedule of Construction" requires the Developer to provide a copy of an executed construction contract and approved construction plans by October 31, 2020, which may be extended 90 days at the discretion of the CRA Executive Director with evidence that the Developer has submitted plans for review/approval and "is working expeditiously and in good faith to advance the approval of such plans"; and

WHEREAS, the Developer has formally requested an extension of the paragraph 2.c. requirements until April 20, 2021 and in support of its request has provided confirmation of submission for a Master Building Permit on September 22, 2020, a copy of the executed construction contract, and evidence pursuant to the Master Permit, to show that work has already started with the issuance of a Site/Foundation Permit; and

WHEREAS, considering that construction delays were caused by the COVID-19 pandemic and the series of hurricanes which affected this geographic area in 2020, the Executive Director found that the Developer has been "working expeditiously and in good faith" to move the Project forward and recommends that the Agreement be amended to extend the satisfaction of the paragraph 2.c. requirements to April 20, 2021; and

WHEREAS, on February 9, 2021, the CRA Board approved the Developer’s requested extension and authorized the appropriate CRA officials to execute this First Amendment with the Developer (the Agreement together with this First Amendment, are referred to as the “Agreement, as amended”);

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

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

Section 2. That the CRA Board authorizes execution by CRA officials of a first amendment to development agreement between the Dania Beach Community Redevelopment Agency and 4 Dania Beach holdings, LLC; a copy of the First Amendment is attached as Exhibit “A” and is made part of and incorporated into this Resolution by this reference, provided, however it will not be effective unless and until it has been executed by all parties.

Section 3. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 4. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on April 13, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
BOARD SECRETARY

TAMARA JAMES
BOARD CHAIRPERSON

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CRA ATTORNEY

**FIRST AMENDMENT
TO
DEVELOPMENT AGREEMENT
BETWEEN THE
DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY
AND
4 DANIA BEACH HOLDINGS, LLC**

This First Amendment to the Agreement (“First Amendment”) is made and entered into the ____ day of _____, 2021, by and between the **DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic, created pursuant to Part III of Chapter 163, Florida Statutes (the “CRA”) having an address of 100 West Dania Beach Boulevard, Dania Beach, Florida 33004.

AND

4 DANIA BEACH HOLDINGS, LLC, a Delaware limited liability company (the “Developer”), registered to conduct business in Florida and having an address of 6201 SW 70th Street, Suite 200, South Miami, Florida 33143.

WITNESSETH:

WHEREAS, the original Development Agreement between the CRA and Developer is dated and effective as of May 26, 2020 (the “Agreement”); and

WHEREAS, paragraph 2.c. of the Agreement, entitled “Schedule of Construction” requires the Developer to provide a copy of an executed construction contract and approved construction plans by October 31, 2020. At the discretion of the CRA Executive Director, this date may be extended 90 days with evidence that the Developer has submitted plans for review/approval and “is working expeditiously and in good faith to advance the approval of such plans”; and

WHEREAS, the Developer has requested an extension of the paragraph 2.c. requirements until April 20, 2021 and in support of its request has provided confirmation of their submission for a Master Building Permit on September 22, 2020, a copy of the executed construction contract and evidence pursuant to the Master Permit, that work has already started with the issuance of a Site/Foundation Permit; and

WHEREAS, considering that delay was caused by COVID-19 impacts and the series of hurricanes which affected this geographic area in 2020, the Executive Director found that the Developer has been “working expeditiously and in good faith” to move the Trion At Dania project forward. Thus, the Executive Director does recommend that the Agreement be amended to extend the satisfaction of the paragraph 2.c. requirements to April 20, 2021; and

WHEREAS, on February 9, 2021, the CRA Board approved the Developers

requested extension and authorized the appropriate CRA officials to execute this First Amendment with the Developer, (the Agreement together with this First Amendment, shall hereinafter be referred to as the “Agreement, as amended”).

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, CRA and Developer agree as follows:

1. Incorporation of “Whereas” Clauses. The truth and accuracy of each “Whereas” clause set forth above is acknowledged and is incorporated herein as if set forth in its entirety.
2. The CRA and Developer agree that paragraph 2.c. of the Agreement shall be amended to extend the completion of the paragraph 2.c. requirements to no later than April 20, 2021.
3. In addition, paragraph 11, entitled “Notice” shall be amended to provide that all required notice(s) to the CRA shall be addressed as follows:

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

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

4. In addition, paragraph 11, entitled “Notice” shall be amended to reflect the name and address of the new Owner, as follows:

4 DANIA BEACH HOLDINGS, LLC
ATTN: Roberto J. Suris
6201 SW 70TH Street, Suite 200,
South Miami, Florida 33143

5. Except as amended herein all other terms and conditions of the Agreement shall remain in full force and effect.
6. To the extent of any conflict between the language of the Agreement and this First Amendment, the terms of this First Amendment shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment on the respective dates under each signature: CRA, signing by and through its Chair, attested to and duly authorized to execute same, and DEVELOPER, signing by and through its _____ attested to and duly authorized to execute same.

CRA
COMMUNITY REDEVELOPMENT
AGENCY, a public body corporate and
politic

ATTEST:

By: _____
THOMAS SCHNEIDER
CRA CLERK

By: _____
TAMARA JAMES
CRA BOARD CHAIR

APPROVED FOR LEGAL FORM AND
CORRECTNESS:

By: _____
THOMAS J. ANSBRO
CRA ATTORNEY

Date: ____ day of _____, 2021.

**FIRST AMENDMENT
TO
DEVELOPMENT AGREEMENT
BETWEEN THE
DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY
AND
4 DANIA BEACH HOLDINGS, LLC**

DEVELOPER:

WITNESSES:

**4 DANIA BEACH HOLDINGS, LLC, a
Delaware Limited Liability Company**

By: _____
Print Name: _____

By: _____
Name: _____
Title: _____

By: _____
Print Name: _____

Address: _____

Date: ____ day of _____, 2021.

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or by ☐ online notarization, on _____, 2021, by Roberto J. Suris, as _____ of 4 DANIA BEACH HOLDINGS, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

By: _____
Notary Public, State of Florida

Print Name

My Commission Expires: