

DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING
AUGUST 24, 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 No. 2021-012, adopted February 9, 2021, and Resolution No. 2021-070, adopted May 11, 2021, related to conducting public meetings while under the public health emergency related to the spread of Novel Coronavirus Disease 2019 (COVID-19). The City Commission Chamber 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
August 24, 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://webinar.ringcentral.com/j/1485436615>

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: 148 543 6615

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, AUGUST 24, 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 July 13, 2021 CRA Board Meeting
Approve Minutes of August 2, 2021 Virtual Workshop
2. Travel Requests: None
3. RESOLUTION NO. 2021-CRA-007

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY (“CRA”), OF THE CITY OF DANIA BEACH FLORIDA, AUTHORIZING THE PROPER CRA OFFICIALS TO EXECUTE THE FIRST OF THREE OPTIONAL RENEWALS OF AN EXISTING AGREEMENT FOR A ONE (1) YEAR PERIOD WITH STANDING OVATIONS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, RELATING TO CONSULTING AND PRODUCTION SERVICES IN CONNECTION WITH THE 2022 ARTS AND SEAFOOD CELEBRATION IN AN AMOUNT NOT TO EXCEED FORTY THOUSAND DOLLARS (\$40,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

6. PROPOSALS AND BIDS

1. RESOLUTION NO. 2021-CRA-008

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CRA OFFICIALS TO AWARD A BID RELATED TO REQUEST FOR PROPOSALS (RFP NO. CRA-21-012) TO REBUILDING TOGETHER BROWARD COUNTY, INC., A FLORIDA NOT FOR PROFIT CORPORATION, TO PROVIDE HOME REPAIR AND IMPROVEMENT SERVICES IN CONNECTION WITH THE AT HOME DANIA BEACH RESIDENTIAL REVITALIZATION BEAUTIFICATION PROGRAM; AUTHORIZING THE PROPER CRA OFFICIALS TO NEGOTIATE AN AGREEMENT IN AN AMOUNT NOT TO EXCEED EIGHTY THOUSAND DOLLARS (\$80,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7. DISCUSSION AND POSSIBLE ACTION

1. Broward Heights Neighborhood Rebranding Sign

8. BOARD MEMBER COMMENTS

9. INFORMATION ITEMS

10. ADJOURNMENT

MEMORANDUM

To: Dania Beach Community Redevelopment Agency Chair, Vice Chair, Board Members
From: Michael Chen, Executive Director
Date: August 24, 2021
Re: **Administrative Report**

1. DANIA BEACH INNOVATION ECOSYSTEM

Background

An Innovation Ecosystem is complicated and has many different platforms 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

In July, Dania Beach Business Academy (DBBA) was launched. These free educational programs designed to set businesses up to succeed.

The first DBBA program, “Passions to Profits” attracted 364 attendees over the 4-week online series, with 46 being from Dania Beach. We had 29 graduates (people attending all 4 sessions), including 4 from Dania Beach.

In addition to covering Florida from coast to coast, we attracted businesses from across the United States and its Territories:

- | | | |
|--------------|-----------------|-------------------|
| • California | • Massachusetts | • Pennsylvania |
| • Delaware | • Michigan | • Puerto Rico |
| • Illinois | • Nevada | • South Carolina |
| • Indiana | • New York | • Texas |
| • Iowa | • Ohio | • Washington D.C. |
| • Louisiana | • Oregon | |

We also had an international attraction:

- Bermuda
- Bulgaria
- Canada
- Germany
- Jamaica
- Saint Lucia

We asked one Exit Survey question: “How likely would you be to recommend this webinar?” The responses were:

Very likely	81.5%
Likely	12.6%
Maybe	5.9%
Unlikely	0.0%
Very Unlikely	0.0%

We are in the process of designing graduation certificates and will promote our graduates on the CRA website and the Dania Beach Press. Future programs are being considered.

2. CITY GARAGE LOAN – BROWARD REDEVELOPMENT CAPITAL PROGRAM (RCP)

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.

Update:

The Loan balance of \$621,876.00, principal and interest, was forgiven by Broward County. The documents finalizing the forbearance were received on August 12, 2021. Copies of the forbearance documents are attached:

- Recorded Satisfaction of Loan Agreement and Promissory Note and cancelled Promissory Note.
- Original cancelled Loan Agreement and Promissory Note.

3. ART IN PUBLIC PLACES: HONOR THE LEGACY PROJECT

Update:

The Dania Beach Honor the Legacy Art of Community grant project was completed at the end of June 2021. The July Recognition Ceremony planned to celebrate the project was

postponed because of the rise in COVID-19 Delta Variant cases. The ceremony will be rescheduled in the future.

The markers are installed on light poles in the City Center cul-de-sac area to facilitate an easy walking tour. The eighth marker, which is a 100-foot mural located at 5 NW 3rd Avenue, is near the CSX railroad tracks.

4. DANIA AFTER DARK

Background: The CRA launched Dania After Dark (DAD) as a family friendly summer series from June to September 2018. DAD evolved to a monthly festival focusing on art and crafts, music, food, and culture. DAD also provides an art lovers experience at the gallery in the City Hall Atrium - coordinated by the Dania Beach Creative Arts Council Advisory Board. The event was developed as a revitalization effort for the downtown area by creating a sense of community enjoyed by businesses, visitors, and residents.

Over time, DAD gained popularity and following, with approximately 1,000 to 1,500 patrons attending monthly. Each event was served by approximately 40 tented vendors and 10 to 12 food trucks. The event was cancelled in March 2020 due to COVID-19.

Update: The RFP seeking a consultant to provide production services for the Dania After Dark Festival will close on August 30, 2021.

5. AT HOME DANIA BEACH

Background: In FY2019, CRA planned and commenced the Affordable Housing Development and First-time Homebuyer Program initiatives to help address the shortage of affordable housing in the CRA. Through various transfers and acquisitions, the CRA currently owns 16 properties, with a total of 79,241 square feet (1.82 Acres) of land. This discussion is about initiating "Round 2" of At Home Dania Beach.

Update: We are awaiting surveys of the six parcels being considered for "Round 2" of At Home Dania Beach. The surveys are needed to determine if any of the parcels should be designated as "unbuildable" due to insufficient site dimensions. Once the determination is reached, we will seek CRA Board approval of the terms to include in a RFP to solicit construction/development services for the "buildable" parcels.

6. THE PATCH

Update: The PATCH Team is continuing to provide produce for the Online Market. Summer are growing and certain plots are being rested. Preparation for the fall growing season is underway. The team welcomed back volunteer groups from Hands on Broward to assist with seasonal efforts. All COVID-19 safety precautions are being taken.

- The PATCH received great donations from two companies. Home Depot/Fort Lauderdale provided 4 pallets of colorful hanging pots. The pots will be used for

growing herb plants for sale, for planting class activities, and giveaways. Whole Foods Market in Davie provided seed packets that will be used to plant produce in the garden and in the new pots.

- Our consultants attended a “Back to School” event in Hollywood on August 14th as part of our commitment to the UHP/Community Foundation of Broward grant.
- The team is developing an activity calendar for the Pavilion and Mobile Market for the 2021/22 Market season.
- Our consultants continue to do research into the possibility of receiving funding from new grants.

Vertical Hydroponic Gardening: We have assembled a team to initiate a pilot program to research and document the productivity of using shipping containers, adapted to vertical hydroponic growing environments. The objective of the pilot program will be to determine if these adaptive reuse containers are viable solutions to urban food deserts across the country. Currently our pilot team will be the PATCH, the CRA, and YES WE ARE MAD. We are reaching out to FIU Agriculture School and University of Florida's Institute of Food and Agricultural Sciences (UF/IFAS) to join our team.

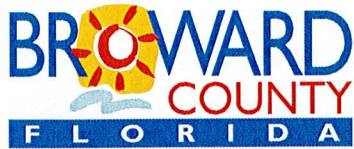
Jaime Castro, consultant for the PATCH, has found a new grant program from the Florida Department of Agriculture and Consumer Services. The Program Objectives are:

- Objective 1: Establish a long-term grant program to provide more communities cleaner air and a stable, affordable, and secure source of fresh produce.
- Objective 2: Identify ways to grow fresh produce locally in urban and community farms for the benefit of those experiencing food insecurity.
- Objective 3: Reduces energy costs of food production growing
- Objective 4: Provide incentives for community involvement in reducing CO2 and the production of nutritious food.
- Objective 5: Promote CO2 sequestration in the most heavily populated areas including urban areas and the most densely populated and heavily traveled areas of medium to small-sized cities and towns by growing food where it is consumed

Specific examples of eligible projects include:

- Build a vertical farm to reduce the land footprint of agriculture.
- Establish an aquaponics system to grow fruits and vegetables.
- Establish a community garden that allows community members to grow fruits and vegetables.

Our pilot team will apply for a grant to offset the startup costs of the Pilot Program.



Housing Finance and Community Redevelopment Division

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

August 12, 2021

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

RE: Payoff/Cancellation of Redevelopment Capital Program ("RCP") Loan; New Parking Garage/190 spaces - \$538,959.20 (Balance as of October 1, 2020)

Dear Mr. Chen:

Reference is made that a Redevelopment Capital Program loan made by Broward County ("County") to the City of Dania Beach ("Dania Beach") and the Dania Beach Community Redevelopment Agency ("Dania Beach CRA") pursuant to the following terms:

The Loan, New Parking Garage/190 Spaces, was for the reimbursement of costs associated with construction of a portion (190 spaces) of a parking structure, in excess of the 250 spaces required for a Library and City Hall.

As you are aware, the County, Dania Beach and the Dania Beach CRA entered into the Loan Agreement dated September 28, 2010, as amended by the First Amendment to Loan Agreement dated February 22, 2011, and the Second Amendment to Loan Agreement dated March 4, 2014, and the Third Amendment to Loan Agreement dated June 16, 2020, and most recently, the Fourth Amendment to Loan Agreement dated April 23, 2021, (collectively, the "Loan Agreement"), pursuant to which the County made a **\$2,590,909.00** loan to Dania Beach and the Dania Beach CRA for the parking structure. Pursuant to the Third Amendment to Loan Agreement and partial conversion, the principal balance was reduced to **\$621,876**. Principal and accrued interest payments began on September 30, 2019.

On June 9, 2021, the County accepted the Dania Beach and Dania Beach CRA Loan-to-Grant Conversion Request, dated August 30, 2020, and subsequently converted the entire outstanding loan balance to a grant, which totaled **\$538,959.20**. Since Dania Beach and the Dania Beach CRA have satisfied all payment obligations under the terms of the Loan Agreement, please find attached the following documents:

1. A copy of the recorded Satisfaction of Loan and Promissory Note and the cancelled promissory note in the amount of **\$621,876**, dated June 16, 2020.

Broward County Board of County Commissioners
Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Dale V.C. Holness • Nan H. Rich • Tim Ryan • Barbara Sharief • Michael Udine
www.broward.org

2. Original cancelled Loan Agreement and Promissory Note.

If you have any questions, please contact me at (954) 357-5320 or rstone@broward.org, or Glenn Amoruso at (954) 357-6679 or gamoruso@broward.org.

Sincerely,



Ralph Stone, Director
Housing Finance and Community Redevelopment Division

Cc: Bertha Henry, County Administrator

Lenny Vialpando, Director, Environmental Protection and Growth Management Dept.

Ralph Stone, Director, Housing Finance and Community Redevelopment Division

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

Maite Azocoita, County Attorney

Ana M. Garcia, City Manager, City of Dania Beach

Frank DiPaolo, Finance Director, City of Dania Beach

Prepared by:
Maite Azcoitia, Deputy County Attorney
Broward County Attorney's Office
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

Return recorded document to:
Housing Finance and Community Dev. Div.
110 NE 3rd Street, Suite 300
Fort Lauderdale, Florida 33301

INSTR # 117483271
Recorded 08/06/21 at 09:08 AM
Broward County Commission
1 Page(s)
#1

SATISFACTION OF LOAN AND PROMISSORY NOTE

KNOW ALL BE THESE PRESENTS: BROWARD COUNTY, a political subdivision of the state of Florida, holder of a certain Loan and Promissory Note from the City of Dania Beach, Florida, a municipal corporation under the laws of the state of Florida, and the Dania Beach Community Redevelopment Agency, a body corporate and politic, recorded on September 30, 2010, in the Official Records Book 47410, Pages 1694-1730, and on February 25, 2011, at Official Records Book 47745, Pages 877-999, and on March 5, 2014, at Official Records Book 50595, Pages 1728-1747, of the public records of Broward County, Florida, as amended by that First Amendment recorded on February 8, 2011, at Instrument #1098944015, that Second Amendment recorded on March 4, 2014, at Instrument #112139888, and that Third Amendment recorded on June 16, 2020, at Instrument #116564796, all of the public records of Broward County, Florida, in the principal sum of **Six Hundred Twenty-One Thousand Eight Hundred Seventy-Six and 00/100 Dollars (\$621,876.00)**, hereby acknowledges full satisfaction of the Loan and compliance with the terms of the Promissory Note, and has surrendered the same as canceled.

WITNESS our hands and seals, this 2nd day of July, 2021.



Signed, sealed and delivered:

BROWARD COUNTY

By [Signature]
FOR Bertha Henry, County Administrator

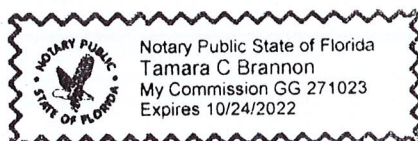
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, by Bertha Henry, as County Administrator for Broward County, Florida, who is personally known to me and who did not take an oath. Monica Cepero
Deputy County Administrator

WITNESS my hand and official seal, this 2nd day of July, 2021.

(NOTARY SEAL)

Tamara C. Brannon
(Signature of person taking acknowledgment)
Tamara C. Brannon
(Printed name of officer taking acknowledgment)

My commission expires:



Approved as to form by Office of the County Attorney
Andrew J. Meyers, County Attorney

By [Signature] 4/28/21
Maite Azcoitia (Date)
Deputy County Attorney

Approved BCC 3/11/11 PH#35
Submitted By Housing Finance
RETURN TO BROWARD COUNTY

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 #26A
Submitted By Planning + Dev. Division
RETURN TO DOCUMENT CONTROL

(37)

w/c

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.

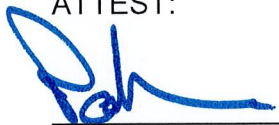
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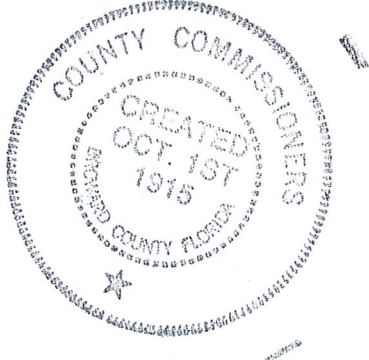
IN WITNESS WHEREOF, the Parties hereto have made and executed this Loan Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 28 day of Sept., 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

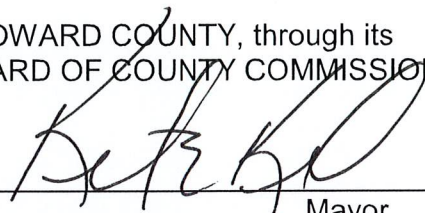
LENDER

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 Sept., 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

CANCELLED
By:  Date: 7/26/11

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:

Ronny Stelson
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

Christina Gatti

DANIA BEACH COMMUNITY
REDEVELOPMENT AGENCY

By Cheryl M. [Signature]

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 September, 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,~~ 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.

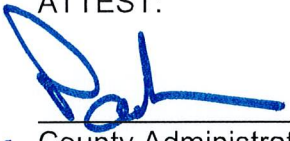
7.20 The City and/or the CRA shall reasonably encourage the participation of, and utilization of, small and minority businesses, specifically, but not limited to, a financial advisor, bond counsel, underwriters' counsel and underwriting services in the development of the redevelopment projects of the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

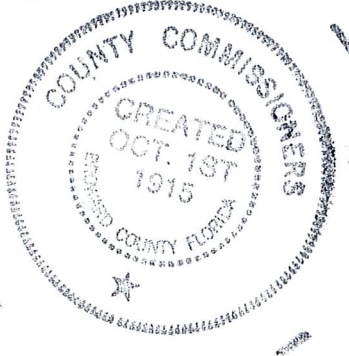
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IN WITNESS WHEREOF, the Parties hereto have made and executed this FOURTH AMENDMENT to the Interlocal Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor 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.

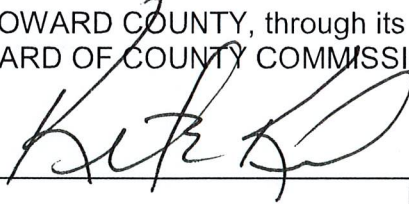
COUNTY

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:

DANIA BEACH, through its

Louise Stilson
City Clerk

By *Charles H. McElroy*
, Mayor-Commissioner

14 day of SEPTEMBER, 2010

[Signature]
City Manager

Approved as to form:

By *[Signature]*
, City Attorney

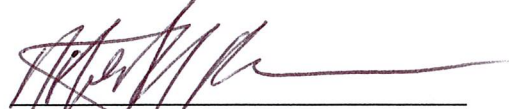
14 day of SEPTEMBER, 2010

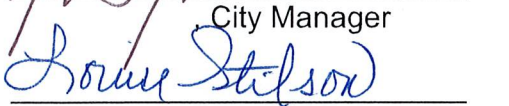


FOURTH AMENDMENT TO INTERLOCAL AGREEMENT AMONG BROWARD
COUNTY, CITY OF DANIA BEACH AND DANIA BEACH COMMUNITY
REDEVELOPMENT AGENCY

COMMUNITY REDEVELOPMENT AGENCY

WITNESSES:

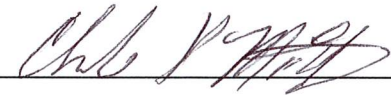


City Manager


Lorie Stilson

City Clerk

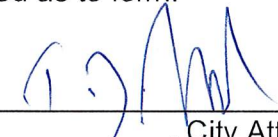
DANIA BEACH COMMUNITY
REDEVELOPMENT AGENCY

By 
_____, Chairman

14 day of SEPTEMBER, 2010



Approved as to form:

By 
_____, City Attorney

14 day of SEPTEMBER, 2010

EXHIBIT “B”

U.S. \$2,590,909.00

Fort Lauderdale, Florida
September 28, 2010

CANCELLED
By: [Signature] Date: 7/6/21

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. Lottier
Print Name: Christine A. Lottier

Charles K. McElyea
Print Name: CHARLES K. MCELYEA

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. MCELYEA, 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. _____



CANCELLED
By: MM Date: 7/6/21

BORROWERS

WITNESSES:

DANIA BEACH COMMUNITY
REDEVELOPMENT AGENCY

Christine A. Lottner
Print Name: Christine A. Lottner

Charles K. McElveta
Print Name: CHARLES K. MCELVETA

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. MCELVETA, 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. _____

My Commission Expires:



CANCELLED
By: PM Date: 7/2/11

CLK/lt
09/10/10
#10-053
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**THIRD AMENDMENT TO LOAN AGREEMENT BETWEEN
BROWARD COUNTY, THE CITY OF DANIA BEACH,
AND THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY**

CANCELLED
By: MJA Date: 7/2/2021

This is the Third Amendment ("Third Amendment") to the Loan Agreement, made and entered into by and between Broward County, a political subdivision of the State of Florida, hereinafter referred to as "County" or "Lender," the City of Dania Beach, hereinafter referred to as "City," a municipal corporation under the laws of the State of Florida, and the Dania Beach Community Redevelopment Agency, or its successor, a public body corporate and politic, hereinafter referred to as "CRA." City and CRA are collectively referred to as the "Borrowers." County, City, and CRA are collectively referred to as the "parties."

RECITALS

- A. Pursuant to an Interlocal Agreement, as amended, dated April 20, 2004, and recorded as Composite Exhibit "A" in Official Records Book 50203, Page 606, of the Public Records of Broward County, Florida (the "ILA"), Lender and Borrowers entered into a loan agreement on September 28, 2010, providing Two Million Five Hundred Ninety Thousand Nine Hundred and Nine Dollars (\$2,590,909.00) (the "Loan") for the reimbursement costs associated with construction of a portion of a parking structure ("Loan Agreement").
- B. The parties entered into the First Amendment to the Loan Agreement on February 22, 2011, as recorded in Official Records Book 47745, Page 1000, of the Public Records of Broward County, Florida, regarding the documentation submitted by Borrowers to obtain County funding through the Broward County Redevelopment Capital Program.
- C. The parties entered into the Second Amendment to the Loan Agreement on March 4, 2014, as recorded in Official Records Book 50595, Page 1804, of the Public Records of Broward County, Florida, to include and clarify the process for loan-to-grant conversion.
- D. Lender has determined that Borrowers are in compliance with the requirements of the ILA regarding loan-to-grant conversions. Specifically, County's share of revenue generated by the net increase in the tax base of the Dania Beach Community Redevelopment Area boundaries over twenty (20) years is calculated to be One Million Eight Hundred Seventy-Five Thousand and Fifteen Dollars (\$1,875,015.00) and surplus conversion dollars are calculated to be Ninety-Four Thousand and Eighteen Dollars (\$94,018.00), for a total of One Million Nine Hundred Sixty-Nine Thousand Thirty-Three Dollars (\$1,969,033.00).
- E. The parties desire to convert One Million Nine Hundred Sixty-Nine Thousand Thirty-Three Dollars (\$1,969,033.00) of the Two Million Five Hundred Ninety Thousand Nine Hundred

Approved BCC 6-16-2020 #30
Submitted By HFCRD
RETURN TO DOCUMENT CONTROL

10

and Nine Dollars (\$2,590,909.00) loaned to Borrowers under the Loan Agreement to a grant.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The above recitals and representations set forth above in the Recitals of this Third Amendment to the Loan Agreement are true and correct and are incorporated herein by reference.
2. Article 2, "Loan," is hereby amended to read as follows:

Loan. The Loan shall be evidenced by the Note in the form attached hereto as Exhibit "A." The Note shall be funded in one lump sum and shall evidence the Loan. The proceeds of the Loan shall be used by Borrowers solely for the actual costs of or the reimbursement thereof, the 190 spaces of the parking garage structure in excess of the 250 spaces required for Library and City Hall uses, in the amount of **Six Hundred Twenty One Thousand Eight Hundred Seventy-Six Dollars (\$621,876.00), which amount represents the partial loan-to-grant conversion of One Million Nine Hundred Sixty-Nine Thousand Thirty-Three Dollars (\$1,969,033.00) from original loan balance of** Two Million Five Hundred Ninety Thousand Nine Hundred Nine Dollars (\$2,590,909.00), as provided for in the ILA.

3. The Amended and Restated Promissory Note is amended as follows in Exhibit "A" to this Third Amendment to the Loan Agreement.
4. Except as amended herein, all other terms and conditions of the Loan Agreement, as amended by the First Amendment and Second Amendment, shall remain in full force and effect.
5. In the event of any conflict or ambiguity by and between the terms and provisions of this Third Amendment and the Loan Agreement, as amended by the First Amendment and Second Amendment, the terms and provisions of this Third Amendment shall control to the extent of any such conflict or ambiguity.
6. The effective date of this Third Amendment shall be the date upon which it is fully executed by the parties. This Third Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

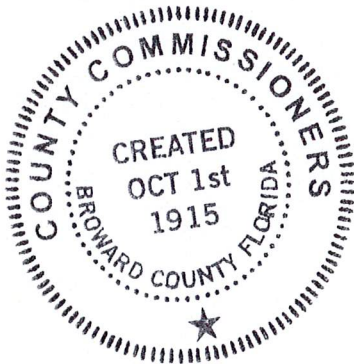
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IN WITNESS WHEREOF, the parties have made and executed this Third Amendment to the Loan Agreement on the respective dates under each signature: Broward County through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board Action on 16 day of June, 2020; the City of Dania Beach, signing by and through its Mayor, duly authorized to execute same; and the Dania Beach Community Redevelopment Agency, signing by and through its Chair, duly authorized to execute same.

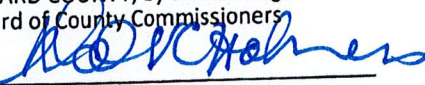
BROWARD

ATTEST:


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

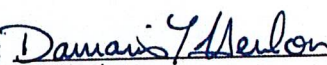


BROWARD COUNTY, by and through
its Board of County Commissioners

By: 

16th day of June, 2020

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: 

5/20/20
Damaris Henlon (Date)
Assistant County Attorney

By: MAITE AZCOITIA Digitally signed by MAITE AZCOITIA
Date: 2020.05.20 09:57:25 -0400
Maite Azcoitia (Date)
Deputy County Attorney

DYH/
02/11/20
3rd Am. Dania Loan Agreement

THIRD AMENDMENT TO LOAN AGREEMENT BETWEEN BROWARD COUNTY, THE CITY OF DANIA BEACH, AND THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

CITY OF DANIA BEACH

WITNESSES:

MAYOR

Thomas Schneider

Signature

THOMAS SCHNEIDER

Print/Type Name

[Signature]

Signature

Thomas S. Ansbro

Print/Type Name

0104/11/2016

By: [Signature]

Authorized Signature

Lori B. Lewellen

Print/Type Name

12 day of May, 20 20

THIRD AMENDMENT TO LOAN AGREEMENT BETWEEN BROWARD COUNTY, THE CITY OF DANIA BEACH, AND THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

Witnesses:

Rickelle Williams

By 
Chair

Kathleen Decker

Attest:

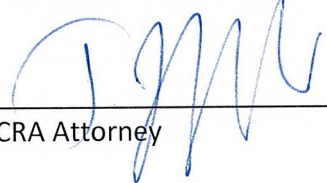
Thomas Schneider

CRA Clerk



(SEAL)

Approved as To Form:


CRA Attorney

PROMISSORY NOTE

CANCELLED
By: RP Date: 7/1/21

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 ("Lender"), located at Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, FL 33301, the principal sum of Six Hundred Twenty-one Thousand, Eight Hundred and Seventy-six Dollars (\$621,876) (the "Principal"), plus interest on the Principal (the "Interest"), after the end of the initial interest-free period as defined in Section 3 below (this Promissory Note shall be referred to as the "Note"):

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

(1) This Note evidences a loan by Lender to Borrowers for the sole purpose of reimbursement of costs associated with construction of 190 spaces of a parking garage structure for the Dania Beach Library and City Hall located at 100 West Dania Beach Boulevard, Dania Beach, FL, in the amount of Six Hundred Twenty-one Thousand, Eight Hundred and Seventy-six Dollars (\$621,876) (the "Loan") upon the terms and subject to the terms and conditions set forth in the loan agreement among Lender and Borrowers on September 28, 2010, as amended ("Loan Agreement").

(2) This Note replaces and supersedes the previous Amended and Restated Promissory Note dated February 19, 2014, which was for the same sole purpose of reimbursement of costs

associated with construction of 190 spaces of a parking garage structure for the Dania Beach Library and City Hall located at 100 West Dania Beach Boulevard, Dania Beach, FL. The terms and conditions of the Loan Agreement will govern herein.

(3) The outstanding Principal of the Note will be due and payable as follows:

(a) No payments of Interest or Principal of the Loan will be due within the first eight (8) years from September 28, 2010, the effective date of the original Loan Agreement. In the event that the original Loan, or amended 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 to the Lender by Borrowers over a fifteen (15) year period commencing at the end of the initial eight (8) year interest-free period, with the interest rate at the Municipal Market MMD "A" revenue bond rate as in effect at the time repayment begins. In this case, the maturity date shall be twenty-three (23) years or less from the effective date of the original Loan Agreement. In no event will the term of the Loan exceed twenty-three (23) years; eight (8) years interest-free, and up to fifteen (15) years at the MMD "A" revenue bond rate. Payments of Interest must be made on or before September 30th of each year of the fifteen (15) year period commencing September 30, 2019. An equal amount of Principal paid, plus the Interest accrued for the year, will become payable on each September 30th, commencing September 30, 2019.

(b) This Note also provides, in furtherance of the conditions stated in Section 2 of the Loan Agreement, that there can be a full or partial conversion(s) to grant(s) of the Loan throughout the term of the Loan. The resulting amended Loan amount would be the difference between the full amount of the original Loan and the partial loan amount(s) converted to grant(s). If any loan-to-grant conversion occurs after the eight (8) year interest-free period, the amount available for conversion to a grant is the outstanding loan balance (defined as the original Loan less any

conversions and repayments) at the time of conversion, and interest accrued to that date shall be paid to the County. All interest paid shall be retained by County.

(c) This Note may be repaid in whole or in part without penalty. Any prepayment must 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 must be made either electronically pursuant to written wire instructions to be delivered by Lender to Borrowers, or at Lender's office at: Broward County Housing Finance and Community Redevelopment Division, 110 N.E. 3rd Street, Floor 3, Fort Lauderdale, Florida, 33301 or such other place as Lender may from time to time designate in writing.

(5) This Note will be in default if any payment of Principal or Interest due hereunder, or under the Loan Agreement dated as of this Note, from Borrowers to Lender is not paid as and when due, or if any default occurs simultaneously, as such term is defined in the Loan Agreement. Upon default in this Note, 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, Lender will be entitled to recover from Borrowers all of Lender's costs of collection, including 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 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) to consent to the jurisdiction of each such court in any such suit, action, or proceeding; and

(c) to waive any objection or defense that any suit, action, or proceeding brought in such venue is improper because same is an inconvenient forum.

(7) All remedies and enforcement rights of Lender will be cumulative and may be pursued separately or together as against Borrowers, and Lender may resort to any one (1) or more of the remedies afforded under this Note or the 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 to any action, proceeding, defense, or counterclaim based on the Loan Agreement, as amended, or arising out of, under, or in connection with the Loan Agreement, as amended, this accompanying Note to the Third Amendment to Loan Agreement, or any other security document, or any course of conduct, course of dealing, statements (whether verbal or written), or actions of any party hereto or to any security document. This provision is a material inducement for Borrowers and Lender entering into the subject transaction.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

BORROWERS

Witnesses:

CITY OF DANIA BEACH

Rickelle Williams
Rickelle Williams
Print Name

By: [Signature]
MAYOR

[Signature]
Kisha Eugene
Print Name

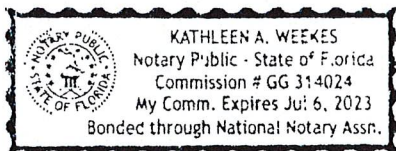
CANCELLED
By: [Signature] Date: 7/2/21

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 19 day of MAY 2020 (year), by ORI LEWELLEN as Mayor of the City of Dania Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

KATHLEEN A. WEEKES
(Name of Acknowledger Typed, Printed or Stamped)

GG 314024
Commission Number

Witnesses:

DANIA BEACH COMMUNITY
REDEVELOPMENT AGENCY

Rickelle Williams
Rickelle Williams
Print Name

By: [Signature]
Chair

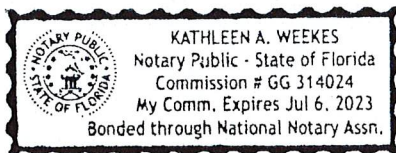
X Eugene
Xisha Eugene
Print Name

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 19 day of MAY 2020 (year), by LORI LEWELLEN as Chair of the Dania Beach Community Redevelopment Agency, a public body corporate and politic, on behalf of the Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:



Kathleen A. Weekes
NOTARY PUBLIC, STATE OF FLORIDA

KATHLEEN A. WEEKES
(Name of Acknowledger Typed, Printed or Stamped)

GG 314024
Commission Number

CANCELLED
By: [Signature] Date: 7/6/21

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

INSTR # 117226860

Recorded 04/27/21 at 02:19 PM
Broward County Commission
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Int Tax \$0.00
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CANCELLED
Date 7/21/21
By [Signature]

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

Approved BCC 4/20/21 #145
Submitted By HFCD
RETURN TO DOCUMENT CONTROL

n/cg

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 funded in one lump sum and shall evidence the Loan~~ was previously funded by 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 199

~~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.

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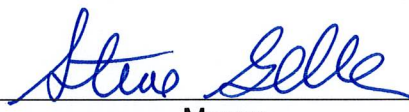
IN WITNESS WHEREOF, the Parties hereto have made and executed this Fourth Amendment to Loan Agreement on the respective dates under each signature: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 20 day of April, 2021; 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

ATTEST:

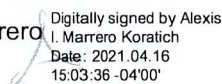

County Administrator and ex
officio Clerk of the
Board of County Commissioners
of Broward County, Florida

Broward County, through its
Board of County Commissioners

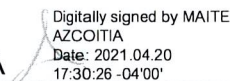
By 
Mayor

23 day of April, 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 I. Marrero
Koratich
Alexis Marrero Koratich
Assistant County Attorney

16th day of April, 2021

By 
MAITE
AZCOITIA
Maite Azcoitia
Deputy County Attorney

20 day of April, 2021

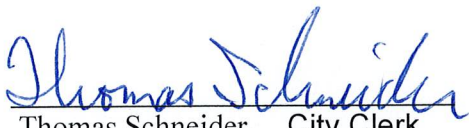


CANCELLED
By  Date: 

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

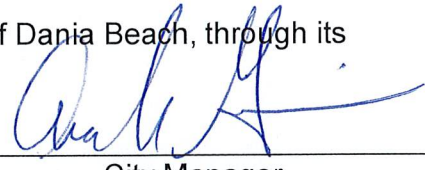
City

ATTEST:


Thomas Schneider, City Clerk

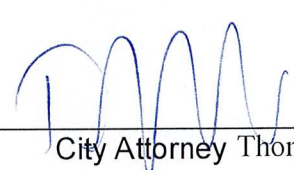


City of Dania Beach, through its

By 
City Manager
Ana M. Garcia, ICMA-CM

13 day of April, 2021

Approved as to form:

By 
City Attorney Thomas J. Ansbro

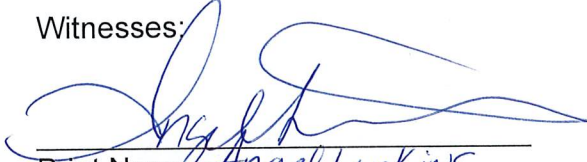
13 day of April, 2021

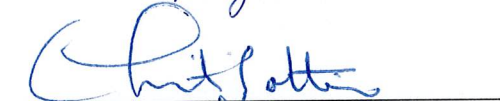
CANCELLED
By:  Date: 7/1/21

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

CRA

Witnesses:


Print Name: Angel Linkins


Print Name: Christine Lottner

Dania Beach Community Redevelopment
Agency

By 
Michael Chen, Executive Director

13 day of April, 2021



AIK/gb
3/19/2021



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MINUTES OF MEETING
DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY
TUESDAY, JULY 13, 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 Ansbrosio
CRA Secretary:	Thomas Schneider

2. Citizen Comments

Laura Lombardo, 1401 NW 10th Street, Apt. South, member of the Creative Arts Council Advisory Board, asked for clarity that there will be a future for the CACAB and whether there will be funding available to them. She also asked that the CACAB be put on the agenda for discussion.

Linda Wilson, President of the Friends of the Dania Beach Library, spoke about the Honor the Legacy Project and said there was no notice that there would be an unveiling of two markers on July 27th for the project and nothing has been publicized for it. She hopes the Board supports it and will get it advertised, and spoke about discussion items 7.1 and 7.3.

Director Chen noted the markers were completed two weeks ago and asked if the Board Members were available on July 27th as it needs to be walking tour, properly publicized.

The Board agreed to an Honor the Legacy walking tour to be held on August 5th at 11:00 a.m.

Pastor Paul Wiggins, 321 SE 3rd Avenue, thanked Director Chen for meeting with him. He suggested discussing the CACAB matter at a later date and not deciding tonight and perhaps having a workshop. He extended an invitation to CRA staff and the Board to join a community meeting with CRA business stakeholders and the public regarding creating a business district in the 1st Street and 5th Avenue area to open dialogue on the possibilities of the area.

Chair James asked Pastor Wiggins to notify staff of the meeting information so proper notice could be provided.

Pastor Jonathan Thomas, 180 E. Dania Beach Boulevard, said the CACAB discussion should include all citizens and community members and spoke about potential redevelopment on NW 1st Street.

3. Administrative Reports

3.1 Administrative Report

Director Chen reviewed the information included in the agenda packet, consisting of updates on the CRA reorganization, Dania Beach Innovation Ecosystem, Art In Public Places: Honor The Legacy Project, and Dania After Dark.

Chair James asked if we could add to the scope of work of the RFP for Dania After Dark.

Director Chen explained rules of purchasing and the outcome of the final agreement, and he reassured Chair James Art in the Hall is included in the RFP.

Director Chen continued with an update on the Dania Beach Arts & Seafood Celebration.

Chair James asked why we did not go out to bid for the contract and are instead renewing it.

Director Chen noted we had the ability with the existing renewal clause to extend the contract which was easier than going out to bid. Early next year, we could do an RFP for new proposers if the Board would like.

Director Chen continued with updates on the PATCH and the Dania Beach Business Academy.

4. Presentations

There were no presentations on this agenda.

5. Consent Agenda

5.1 Minutes:

Approve Minutes of June 8, 2021 CRA Board Virtual Meeting

5.2 Travel Requests: None

5.3 RESOLUTION NO. 2021-CRA-006

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY ("CRA") OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING EXECUTION OF A FOURTH AMENDMENT TO AN EXISTING AGREEMENT BETWEEN THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY AND HOUSING FOUNDATION OF AMERICA, INC., TO EXTEND THE

LENGTH OF THE AGREEMENT BY THREE MONTHS; 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 Dania Beach Creative Arts Council Advisory Board - Chair James

Chair James wanted to know the thoughts of the Board Members on the Arts in Public Places board, whether the CACAB should be sunsetted, and if not, the type of relationship the two boards would have with each other.

Board Member Odman asked that we not sunset the board as it has tremendous value. She said we need to revisit the expectations and goals of the board, and suggested Director Chen put together the history and recommendations on the structure for the CRA board.

Vice-Chair Salvino spoke of the CACAB previously asking for funding. Since this is an advisory board, and boards are not awarded funding, they should present a plan of action to the Commission. He noted he opposes sunsetting the board.

Board Member Davis opposed sunsetting the CACAB and suggested revisiting the structure of the board in a workshop.

Board Member Lewellen also opposed sunsetting the board and said there should be a collaborative effort from both boards.

Chair James stated we need to look at funding our advisory boards and the CACAB to be citywide, not just within the CRA. She felt we need to workshop this to redefine what we want and our expectations. We should provide funding for service that we want as there is value to the service and provide them with a budget and revisit all of our boards. She is all in for having a workshop and would recommend options of expanding the board back citywide, perhaps having a City staff liaison so there is a seamless relationship with both boards.

Board Member Odman suggested the Board may want to pick a workshop date in August, on the 18th or 19th.

Discussion ensued regarding a date for a workshop.

Board Member Lewellen noted she wanted it after business hours or even after the August meeting.

Chair James said she wanted it before because we may want to put it in the budget.

Discussion ensued regarding prospective dates for a workshop.

The Board consensus was to hold a workshop on August 2, 2021 at 5:30 p.m. to discuss the Creative Arts Council Advisory Board.

Addendum

7.1a CRA Staff Reorganization

Director Chen reviewed the information included in the addendum packet.

Chair James suggested having the Business Attraction & Investment Manager position filled with someone well-versed in this scope of work.

Board member Lewellen noted she appreciated Director Chen's efforts in re-evaluating the department needs.

The Board consensus was to move forward with creation of the Strategic Communications & Community Outreach Representative and Business Attraction & Investment Manager (BAI) positions and the allocation of potential additional funding requirements resulting from the filling of those positions.

7.2 CRA Commercial Property Improvement Grant Program Revision

Director Chen reviewed the information included in the agenda packet and noted staff recommendations were that we open this up to a citywide program, make it a match of 50%, and increase the limit to \$25,000 per application. He reviewed the properties that could not apply for the program.

Chair James noted she does not favor the 50% match as a lot of businesses would not be able to afford it.

Board Member Lewellen asked if 50% is standard in other CRAs.

Director Chen responded it is standard in programs that he has been involved in.

Chair James noted our CRA is different as it is TIFless and she knows from talking about redeveloping our CRA that a lot of the community is vacant land right now and is in the NW section. Everyone cannot afford the 50% match, especially after COVID. She said she would like to keep it at 30%.

Board Member Odman noted she does not have a problem with keeping it at 30%.

Chair James said she wanted to look at it for a year at 30%.

Vice-Chair Salvino questioned the businesses that would be helped, whether they are first-year businesses or 3-4-year existing businesses. He has no problem with 30% at that point.

Director Chen noted there was no stipulation of the age of the businesses in the agreement.

Vice-Chair Salvino suggested the match for new businesses starting out should be 30% and already established businesses older than three years should be 50%.

Director Chen noted he has a problem with the application process which is holding improvements up. He would like to work with the City Attorney and Finance Director to find ways to streamline the process to cause less pain for the applicant and yet preserve our position of responsible fiscal management of tax dollars.

The Board consensus was to move forward with staff recommended changes to the program set forth in the Executive Director's memorandum included in the agenda packet, with the exception of the business match, which would be 30% for new businesses and 50% for businesses over three years old.

7.3 CRA Advisory Board

Chair James suggested this item be taken up at the community meeting to be organized by Rev. Wiggins.

Board Member Lewellen asked that no final decisions would be made at the meeting, and requested the outcome come back to the Board for further discussion and the meeting be recorded.

The Board consensus was for discussion of the CRA Advisory Board to initiate at the community meeting organized by Pastor Wiggins.

7.4 At Home Dania Beach

Director Chen reviewed the information included in the agenda packet.

Vice-Chair Salvino commented we should exclude any variation if we can make it work without going through the long variance process.

Director Chen explained some of the lots are under 50-60 feet minimum linear frontage. One facet is the legal dimension, the second is sufficient dimensions that you can actually build a functional house. He would like approval to do a survey on the last lot which will give us dimensions so a conversation could be had with Community Development. For all the properties

that are determined to be truly buildable, he recommends putting them out for RFP to develop workforce, attainable housing. He explained workforce and affordable housing standards.

Chair James said we are going from HUD standards to affordable, now to workforce housing, and skipping over what is going to work for the community members. Workforce is very close to market rate so she wants to make sure we are serving those individuals in that community.

Director Chen noted it is all at the discretion of the Board. He also recommends we do a down payment assistance and add criteria to the program for health service sector personnel who are currently working in Dania Beach. The program would provide \$10,000 down payment assistance.

Chair James asked about individuals who do not meet the criteria and suggested including our veterans.

Board Member Odman questioned whether a first responder has to be working in Dania Beach or if they could be licensed in Broward County as an EMT.

Director Chen responded yes, but if the Board would like to make the criteria more expansive, he would follow the will of the Board.

Board Member Odman said it seems these things would be very exclusionary and felt we should think more broadly to include veterans and first responders licensed in Broward County.

Director Chen said it would be designed as the Board directs.

The Board consensus was to move forward with a survey of the sixth parcel of land and hold off on the rest of the program for further discussion at a future date.

8. Board Member Comments

Board Member Davis spoke about the Business Academy and congratulated Director Chen on the turnout.

Board Member Lewellen spoke of the Business Academy session she attended and noted she was very impressed to see how many people showed up at the first session.

Chair James congratulated Director Chen on the Business Academy attendance and asked that the program continue to be marketed along with business and community redevelopment.

9. Information Items

There were no items on this agenda.

10. Adjournment

Chair James adjourned the meeting at 6:58 p.m.

ATTEST:

COMMUNITY REDEVELOPMENT
AGENCY

THOMAS SCHNEIDER, CMC
CRA SECRETARY

TAMARA JAMES
CHAIR – CRA

MINUTES OF VIRTUAL WORKSHOP
DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY
MONDAY, AUGUST 2, 2021 – 5:30 P.M.

1. Call to Order/Roll Call

Chair James called the meeting to order at 5:32 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. Items for Discussion

2.1 Focus and direction of the Creative Arts Council Advisory Board

Director Chen noted the meeting was called to discuss the role and potential funding of the CACAB. He noted the board was created by the City Commission as a City board to include the CRA area based on the establishing resolution which provided for Ad Hoc members appointed by the CRA Director, Director of Community Development, and the City Manager.

Linda Wilson, Associate member of the CACAB, gave an historical perspective of the CACAB and is happy it was confirmed the board is a citywide board. She spoke of the Ad Hoc memberships which clarifies that the board is also representative of the CRA.

Laura Lombardo, Chairperson of CACAB, introduced herself and noted there are five empty Ad Hoc seats on the board. She asked the Board to consider appointing these members as representatives of the Public Art Board and there would be no need for a separate board.

Ms. Wilson felt Tony Walsh should be reappointed as one of the five Ad Hoc members, which would leave four vacancies for appointments.

Board Member Odman questioned the goal of today's meeting, whether it is to decide if the board would be sunsetted or for potential funding.

Chair James said it is to decide the future of the board and how it would operate as an advisory board. After tonight's discussion, a decision on funding could be made at the Commission budget workshop.

Ms. Lombardo gave a PowerPoint presentation which is attached to and incorporated into these minutes.

Board Member Odman asked if the board had submitted any requests to City administration.

Ms. Lombardo responded not as of yet, pending tonight's discussion.

Chair James said she is interested in seeing how much we are paying the performers for Art in the Hall.

Ms. Wilson noted the cost in the past was \$250-\$300 per month for the performers; sometimes it was for an individual and sometimes for a group. She explained why the cost is included in the budget recommendations insofar as they are no longer getting the pro bono people they had.

Ms. Lombardo continued the PowerPoint presentation.

Kisha Eugene, CRA Strategic Communications & Community Outreach Representative, CACAB staff liaison, clarified the past costs and funding for the performance artists.

Ms. Lombardo continued the PowerPoint presentation.

Chair James asked for clarification regarding the differences of the roles of the CACAB and the Public Art Board with respect to the Public Art Fund. She felt the CACAB should go back to being citywide and a liaison from the City be added.

City Attorney Ansbro clarified this should really be a City Commission discussion regarding a City board. Without knowing the details of the board to be created, defining the differences of the two boards would be difficult.

Eleanor Norena, Director of Community Development, felt the projects described would fit into the Public Art Plan and noted the Public Art Board is currently being defined.

Corinne Lajoie, Assistant Director of Community Development, reviewed the roles and responsibilities of the CACAB and the Public Art Board. It was envisioned as two cultural arts boards that would interact.

Board Member Odman said it is premature for us to know how the garage murals would fit.

Assistant Director of Community Development Lajoie further addressed projects within the scope of the Public Art Board.

Chair James said we need to decide how the CACAB would function and which City staff person would be the liaison.

Board Member Davis commented there was confusion whether this was a citywide board or a CRA board. She read the Art in Public Places plan closely and she felt it is premature to establish what we want to do. There needs to be a true definition of the roles of the two boards in order for them to work synergistically and it is too premature to make budget decisions.

Chair James noted we cannot make any decisions tonight since this is a workshop. She asked if there is someone the Board wishes to assign as a City liaison to the CACAB.

Board Member Lewellen expressed concern that this should be under the City Commission to decide.

Chair James said she wanted to have a dialogue as to what our thoughts are.

City Attorney Ansbro advised discussion is permissible, but a formal consensus would not be because the CACAB is a City board.

Vice-Chair Salvino addressed the CACAB and the Art in Public Places. The City is collecting funds for certain things for the Art in Public Places and would be paying for these things with the funds. He cannot see using taxpayer money for the CACAB; maybe the Commission could allow putting money to the CACAB from the Art Fund for their projects rather than using taxpayer money. If not, he would not be agreeable to funding the CACAB.

Chair James noted she is okay with Dania After Dark, Art in the Hall, and the various installations as we have done these before. Now since we have the Public Art Board, she does not know if taking away money from the Public Art Fund would be prudent. \$47,000 is a hard ask as we do not fund other City boards; if we want to earmark, that is one thing, but to allow it to go to a board that is not structured like the Public Art Board would be questionable.

Ms. Wilson said the Public Art Board is far more expanded than the CACAB; however, the CACAB was being funded in the past from the CRA. There is nothing in the budget for enhancement of performing arts. This should be a primary consideration for the City in that we do not have a venue for performing arts. Regarding the \$47,000 total budget, realistically we are talking about \$6,000 for the upcoming year. The total amount would be for over several years and the CACAB can find funding from the City budget and sponsorships.

Board Member Odman felt what is being said is that for some of the projects being discussed, we are wanting to see how it will shake out with the Public Arts funding. The funding for Arts in the Hall is very reasonable for a year and she would like to look at this funding at the Commission budget workshop. She would like to see the Board come up with qualifications for what they would prefer for members, perhaps more stringent qualifications. Additionally, she would like the Board to come up with projects they would like to be funded. In the present, she felt we need to look at funding the most immediate needs that were presented; \$8,500 per year is reasonable for the amount of joy the community has received.

Vice-Chair Salvino felt we should end this discussion because we are repeating ourselves and it should be discussed at our Commission budget workshop.

Chair James agreed and felt this discussion would shorten the discussion at the Commission budget workshop.

Director Chen noted there are two subjects he would like the Board to think about. Within the CACAB creation resolution, there are definitions of standards for the CACAB membership. Last week, he received a bio for a prospective Ad Hoc member; there was nothing in it that met the standards, and he addressed the application process. He noted all meetings of the CACAB are sunshine meetings and when they are doing events, if there are two or more members present, it needs to be noticed and minutes taken. Thought needs to be given to the sunshine laws.

Ms. Lombardo asked that she be able to complete her presentation.

Chair James said she knows the goals of the CACAB and what it is doing and reiterated what the purpose of this meeting was.

Ms. Lombardo continued with the presentation.

Ms. Wilson said she had a conversation with the Parks & Recreation Director and noted they could collaborate to provide a venue for performing arts. Her idea is to bring the performing arts to each community utilizing park facilities and she would like the Board to see the value in this.

Chair James noted Ms. Wilson could work hand-in-hand with Parks & Recreation and these items could be placed in the Parks & Recreation budget.

Natalie Taveras, CACAB member, noted her background is in theater and she wanted to join the CACAB because there is a lack of performing arts in the City. Regarding funding, performing arts are really integral to making a positive impact in the community, and the Art in Public Places funding is for art objects and sculptures.

3. 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 THE PROPER CRA OFFICIALS TO EXECUTE THE FIRST OF THREE OPTIONAL RENEWALS OF AN EXISTING AGREEMENT FOR A ONE (1) YEAR PERIOD WITH STANDING OVATIONS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, RELATING TO CONSULTING AND PRODUCTION SERVICES IN CONNECTION WITH THE 2022 ARTS AND SEAFOOD CELEBRATION IN AN AMOUNT NOT TO EXCEED FORTY THOUSAND DOLLARS (\$40,000.00)

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Cost Forty Thousand Dollars (\$40,000)

Exhibits Attached

FN-Memo First Renewal Agmt Standing Ovation LLC, R-2021-CRA- Standing Ovations, LLC First Renewal of Agreement for Consulting and Production Services for 2022 Arts and Seafood Celebration, First Renewal Agreement with Standing Ovations LLC (Legal 8-9-2021), Standing Ovations Proposal for Production of 2022 DBASC

MEMORANDUM

To: Dania Beach Community Redevelopment Agency Chair, Vice Chair, Board Members
From: Michael Chen, Executive Director
Date: August 24, 2021
Re: First Renewal Agreement with Sanding Ovations LLC for the 8th. Annual Production of the Dania Beach Arts and Seafood Celebration (DBASC) 2022

Background

The CRA is requesting funding for Production Services for the 8th. Annual Arts and Seafood Celebration being held on April 2nd and 3rd., 2022.

On September 10th 2019 the CRA Board accepted the recommendation of The Evaluation Committee for a bid by Standing Ovations, LLC for RFP CRA-19-002 to Produce the 2020 Arts and Seafood Celebration. On November 4th. 2019 the CRA entered into an Agreement with Standing Ovations. The Agreement provided for three (3) optional one (1) year renewal periods for production services for the event subject to the approval of the CRA Board.

Standing Ovations LLC has proven to be a competent partner in producing the award-winning event. The Company is responsible for handling all planning, logistics and design elements to ensure that the event is a major success. The Dania Beach CRA has worked with Standing Ovations on this event for the past seven years and value their professionalism, creativity and ideas which have led to the event's continued growth and success.

The company has expressing interest in continuing to work with the CRA to produce the event in 2022.

Recommendation

The CRA recommends renewing the Agreement with Standing Ovations LLC for the first one (1) year renewal period for work related to the planning of the 2022 Arts and Seafood Celebration in an amount not to exceed \$40,000:

Attachments

Initial Executed Agreement – November 4th, 2019
Resolution for the First One (1) Year Renewal Agreement
First One (1) Year Renewal Agreement
Standing Ovations LLC – Proposal

RESOLUTION NO. 2021-CRA-007

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY ("CRA"), OF THE CITY OF DANIA BEACH FLORIDA, AUTHORIZING THE PROPER CRA OFFICIALS TO EXECUTE THE FIRST OF THREE OPTIONAL RENEWALS OF AN EXISTING AGREEMENT FOR A ONE (1) YEAR PERIOD WITH STANDING OVATIONS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, RELATING TO CONSULTING AND PRODUCTION SERVICES IN CONNECTION WITH THE 2022 ARTS AND SEAFOOD CELEBRATION IN AN AMOUNT NOT TO EXCEED FORTY THOUSAND DOLLARS (\$40,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, following an RFP process in 2019, CRA officials executed Resolution No 2019-CRA-021 naming Standing Ovations LLC as the selected Event Producer for the Dania Beach Arts and Seafood Celebration, and the CRA entered into an Agreement with Standing Ovations LLC on November 4, 2019, pertaining to the 2020 Arts and Seafood Celebration production: and

WHEREAS, the initial Agreement provided for three (3) optional one (1) year renewals for the requested services, subject to the approval of the CRA and Standing Ovations, LLC; and

WHEREAS, Standing Ovations LLC proposes to provide these services for the 2022 Arts and Seafood Celebration in an amount not to exceed Forty Thousand Dollars (\$40,000.00) subject to CRA Board approval; and

WHEREAS, the Executive Director of the Community Redevelopment Agency recommends that the existing Agreement with Standing Ovations LLC, be renewed for a one (1) year period beginning August 30, 2021 up to and through April 22, 2022, for the provision of consulting and production services in connection with the 2022 8th Annual Arts and Seafood Celebration; a copy of the November 4, 2019 Agreement is attached as Exhibit "A", and made a part of and incorporated into this Resolution by this reference;

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

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

Section 2. That the proper CRA officials are authorized to execute the First Renewal to the Agreement dated November 4, 2019, which Agreement is attached as Exhibit “A”, and made a part of and incorporated into this Resolution by this reference. The renewal period with Standing Ovations LLC, relating to consulting and production services in connection with the CRA’s 2022 Arts and Seafood Celebration, will begin on August 30, 2021, and is extended up to and through April 22, 2022. The CRA will pay Standing Ovations LLC an agreed upon sum in an amount not to exceed Forty Thousand Dollars (\$40,000.00) for production services during the first one (1) year renewal period.

Section 3. That the CRA Executive Director and CRA Attorney are authorized to make minor revisions to such Renewal Agreement as are deemed necessary and proper for the best interest of the CRA.

Section 4. That the funding for consulting services is planned and appropriated in the Fiscal Year 2021-2022 Community Redevelopment Agency Fund Promotional Activities Seafood Festival Account 106-52-01-552-48-14.

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

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

PASSED AND ADOPTED on August 24, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CRA SECRETARY

TAMARA JAMES
BOARD CHAIRPERSON

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CRA ATTORNEY

**FIRST RENEWAL OF AGREEMENT BETWEEN THE DANIA BEACH
COMMUNITY REDEVELOPMENT AGENCY (“CRA”) AND STANDING
OVATIONS, LLC**

This is a first Renewal of an Agreement (the “Renewal”), which Agreement dated November 4, 2019 (the “Agreement”) existed 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 Standing Ovations, LLC, a Florida Limited Liability Company (the “Consultant”) with an address of 2607 West End Road West Palm Beach FL 33406 Palm Beach, Florida 33401, to perform consulting and production services in connection with the CRA’s 2022 Arts and Seaford Celebration (the “Event”) scheduled for Saturday, April 2nd and Sunday, April 3rd, 2022.

The initial Agreement was dated November 4, 2019 and had a term of one year with an option to renew annually for up to a maximum of three (3) additional one-year periods. The Parties wish to renew the Agreement.

In consideration of the mutual covenants, terms and conditions contained in the Agreement and in this Renewal of it, 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. That the existing Agreement with Standing Ovations LLC, be renewed for a period beginning August 30, 2021, up to and through April 30, 2022, for the provision of consulting and production services in connection with the 2022 Arts and Seafood Celebration.
2. FORCE MAJEURE. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations included in the Agreement.

3. That the terms and conditions of the Agreement dated November 4, 2019, will remain the same throughout the term of this renewal of it.
4. The cost of the one (1) year Renewal is for an amount not to exceed Forty Thousand Dollars (\$40,000.00).

5. The Consultant agrees to perform consulting and production services in connection with the “Event”, in accordance with the Scope of Services, which is attached as Exhibit “A”, and made a part of and incorporated into this Renewal by this reference.
6. That in all other respects, the Agreement is ratified and reaffirmed and remains in full force and effect.

SIGNATURES ON THE FOLLOWING PAGES

IN WITNESS OF THE FOREGOING, the parties have executed this Renewal on _____, 2021.

CRA:

ATTEST:

**DANIA BEACH COMMUNITY
REDEVELOPMENT AGENCY**

THOMAS SCHNEIDER, CMC
CRA SECRETARY

K. MICHAEL CHEN
EXECUTIVE DIRECTOR

APPROVED FOR LEGAL FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CRA ATTORNEY

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

CONSULTANT:

**STANDING OVATIONS, LLC, a
Florida Limited Liability Company**

By:_____

PRINT Name

Title

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 Stewart Auville as President Standing Ovations, LLC. a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____as identification.

Notary Public, State of Florida

Print Name

My Commission Expires:

EXHIBIT “A”

STANDING OVATIONS

SCOPE OF SERVICES

Provide production and management services for the 8th Annual 2022 Dania Beach Arts and Seafood Celebration being held on Saturday, April 2nd and Sunday, April 3rd, 2022.

Management and Production services to include the following:

Dania Beach Logistics

- Site Plan development, revision, and implementation.
- Artist Management (Zapplication registration), artists’ registration, all artists’ communications, artists’ plans and set up. Onsite artists’ registration and placement.
- Vendor/Contractor Management.
- Food and Beverage (F&B), arrange for profit sharing for the CRA, event F&B set up and management.
- Children’s Activities.
- Permitting. Obtain all documents for City Permits.
- Coordinate and Manage Event Task Timelines.
- Load-in/Out
- Entertainment Procurement and Management on Site
- Budget Management
- Work with Dania Beach CRA and Planning Committee to coordinate and implement all planning strategies.
- Dania Beach Arts and Seafood Celebration Volunteers Management
- Provision of supplies and decorative elements for the Arts and Seafood Celebration and the Volunteer Kick Off Party.
- Provision of Standing Ovations decorative items to enhance the event.

The following areas will be reviewed and implemented in order to maintain and secure the success of the event:

- Design, develop and implement all elements of event production and logistics.
- Observe event timeline for all installations, deliveries, set up, event operations and breakdown of the event.
- Manage Contract negotiations and secure contracts for the following: Sanitation/Cleaning of Site, Tent and Event Rentals, Electric/Generators, Parking, Signage, Sand Sculptors, Restrooms, Stage, Private Security, Sound and Production personnel
- Confirm and collect all required Certificates of Insurance including Hold Harmless Agreements by all contracted vendors.
- Development and execution of a working budget with CRA Staff
- Interface with City Officials regarding site protection, permits and services as required.
- Secure appropriate event related permits, licenses, and insurance coverage

- Ensure all safety regulations are followed and safe practices are observed.
- Secure and coordinate entertainment schedule.
- Enhance Children's Activities with Art Consultant and Community Organizations
- Coordinate and enhance Youth Activities.
- Obtain information for preparation of checks for Art Show winners and other items which may be required by the CRA.
- Manage, set up oversee and cultivate the Chef Showcase.
- Work with the Casino at Dania Beach regarding any promotions and activities relating to the event.
- Meet with Casino at Dania Beach management and security regarding event Parking at the Casino.
- Meet, as needed, with the CRA concerning activities and participating organizations of the event.
- Coordinate with CRA Staff and work with the Event Committee and with the support of the CRA contractors and staff.
- Monitor revenues and expenditures to maintain sound fiscal management consistent with City requirements.
- Implement all event décor.
- Implement the Artist/Crafter applications and work with Zapplication.
- Secure all Artist/Crafter Vendors and manage logistical coordination.
- Administer Volunteers for all areas of the festival through the coordination of the Consultant and Staff.
- Create and implement master timeline and site operations timeline.
- Oversee the Information/Merchandise program with the CRA Staff.
- Provide all necessary information for the website and printed material as needed.
- Work with Sponsorship Manager/Contractor to suggest in-kind and cash partnerships for the festival.
- Assist Sponsorship Manager/Contractor with sponsor servicing, including grid creations, pre-event, on-site and post-event fulfillment obligations.
- Arrange and manage parking as needed.
- Coordinate Security and Police services.
- Organize post event follow-up.

Payment for Services.

1. The CRA agrees to pay Consultant an amount not to exceed forty thousand dollars (\$40,000.00) for consulting and production services provided by consultant.

The fee schedule below shall be payable by the CRA to the Consultant as follows:

- I. Eight Thousand dollars (\$8,000.00) due upon the execution of this Agreement by all parties.
- II. Four Thousand dollars (\$4,000.00) on November 1, 2021
- III. Four Thousand dollars (\$4,000.00) on December 2, 2021
- IV. Four Thousand dollars (\$4,000.00) on January 3, 2021
- V. Four Thousand dollars (\$3,000.00) on February 2, 2021
- VI. Four Thousand dollars (\$6,000.00) on March 2, 2021
- VII. Ten Thousand dollars (\$11,000.00) on April, 5, 2021 after conclusion of event for a total payable amount to Standing Ovations, LLC of \$40,000.



August 9, 2021

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

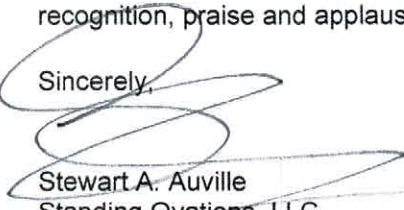
Dear Mr. Chen,

I am pleased to submit my proposal through the Scope of Work for the production of the Dania Beach Arts and Seafood Celebration being held on Saturday April 2nd and Sunday, April 3rd, 2022. As you are aware, we had the privilege to serve as the Event Management team for over the past five years and consider ourselves as an investor of the Festival. We can guarantee that the event will be planned and executed with the highest professionalism and detailed care in order to maintain your quality reputation.

Standing Ovation, LLC is known for our exemplary customer service and have been highly recommended by a long list of renowned local clients including *Scripps Florida, FPL, The City of West Palm Beach, City of Pompano Beach, The Northern Palm Beach County Chamber of Commerce, Downtown at the Gardens, City of Oakland Park and SunFest*. As these and our other clients will attest, Standing Ovation, LLC is a dynamic strategic event planning company with proven ability to execute multiple events and new projects.

We understand it is imperative to work well with all volunteers, vendors, artists, patrons and staff. Standing Ovation, LLC knows that anyone who works with the Dania Beach CRA becomes an ambassador for the organization. We will take all necessary steps to ensure the CRA is consistently represented in the most positive light. Through our leadership and careful attention to detail, we will elevate the Dania Beach Arts and Seafood Celebration to the highest level of community recognition, praise and applause.

Sincerely,


Stewart A. Auville
Standing Ovation, LLC
President

STATEMENT OF PROPOSED SERVICES

- Artist Management
- Vendor/Contractor Management
- Food and Beverage Details
- Children's Activities
- Permitting
- Coordinate and Manage Event Task Timelines
- Load-in/Out
- Entertainment Procurement and Management
- Budget Management
- Work with Dania Beach Staff to coordinate and implement strategies
- Identify and develop future CRA Volunteer Leadership and Management

The following areas will be reviewed and implemented to maintain and secure the success of the event:

- Design, develop and implement all elements of event production and logistics
- Observe event timeline for all installations, deliveries, set up, event operations and breakdown of the event
- Manage Contract negotiations and secure contracts for the following: Sanitation, Rentals, Electric, Transportation, Signage, Golf Carts, Radios, Restrooms, Sound and Production personnel
- Insure and collect all required Certificates of Insurance including Hold Harmless Agreements by all contracted Vendors
- Development and execution of a working budget with Staff
- Interface with City Officials regarding permits and services as required
- Secure appropriate event related permits, licenses and insurance coverage
- Ensure all safety regulations are followed and safe practices are observed
- Secure and coordinate entertainment schedule
- Enhance Children's Activities through Community Organizations
- Coordinate and enhance the Youth Art Contest
- Secure and manage a wine/beer tasting element of the festival
- Oversee and cultivate the Chef Showcase
- Work with the Dania Entertainment Center regarding any promotions and activities relating to the Festival
- Meet, as needed, with the CRA concerning activities and participating organizations of the event
- Coordinate and direct the Event Committee with the support of the CRA contractors and staff
- Monitor revenues and expenditures to maintain sound fiscal management
- Implement all event décor
- Design site plan and implement a site map
- Implement the Artist/Crafter application and work with Zapplication
- Secure all Artist/Crafter Vendors and manage logistical coordination
- Administer Volunteers for all areas of the festival through the coordination of the Consultant and Staff
- Create and implement master timeline and site operations timeline
- Oversee the Information/Merchandise program with the CRA Staff
- Provide all necessary information for the website and printed material as needed
- Work with Sponsorship Manager/Contractor to suggest in-kind and cash partnerships for the Festival
- Assist Sponsorship Manager/Contractor with sponsor servicing; including grid creations, pre-event, on-site and post-event fulfillment obligations
- Secure and coordinate food and beverage vendors and obtain the required liquor license
- Arrange and manage parking as needed
- Coordinate Security and Police services

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Bids and Proposals

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE PROPER CRA OFFICIALS TO AWARD A BID RELATED TO REQUEST FOR PROPOSALS (RFP NO. CRA-21-012) TO REBUILDING TOGETHER BROWARD COUNTY, INC., A FLORIDA NOT FOR PROFIT CORPORATION, TO PROVIDE HOME REPAIR AND IMPROVEMENT SERVICES IN CONNECTION WITH THE AT HOME DANIA BEACH RESIDENTIAL REVITALIZATION BEAUTIFICATION PROGRAM; AUTHORIZING THE PROPER CRA OFFICIALS TO NEGOTIATE AN AGREEMENT IN AN AMOUNT NOT TO EXCEED EIGHTY THOUSAND DOLLARS (\$80,000.00)

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Eighty Thousand Dollars (\$80,000)

Exhibits Attached

FINAL Memo Res Beautification Prog 082421 v2 (002), R-2021-CRA- Rebuilding Together Broward County Bid Award for At Home Dania Beach Home Repair and Improvement Services (RFP CRA-21-012)

MEMORANDUM

To: Dania Beach Community Redevelopment Agency Chair, Vice Chair, Board Members
From: Michael Chen, Executive Director
Date: August 24, 2021
Re: At Home Dania Beach Residential Beautification Program

AT HOME DANIA BEACH RESIDENTIAL BEAUTIFICATION PROGRAM

Background: A major focus and goal of the Dania Beach Community Redevelopment Agency (CRA) plan is the elimination of slum and blighted conditions through residential revitalization. The CRA's At Home Dania Beach program is a comprehensive approach to revitalization by transforming the residential housing landscape within the CRA, through its affordable home development, and beautification program.

The At Home Dania Beach Residential Beautification Program, was established in 2018 to help single-family homeowners with the assistance needed to enhance the street-visible appearance of their property. Under the Beautification program, the Dania Beach CRA working with a contractor, aids qualified homeowners through façade painting and limited landscaping. By participating in the program to beautify their homes, these residents help to improve the overall aesthetics of the neighborhood and increase property values.

Residential Beautification Program 2021/22

The Dania Beach Community Redevelopment Agency (CRA) issued a Request for Proposals for a Contractor to work on its At Home Dania Beach Residential Beautification Program. The selected company will provide façade painting and minor landscaping services for eligible homes in all sub-area neighborhood residences within the CRA.

Rebuilding Together Broward County, Inc. was the only respondent to the RFP. Their proposal is to revitalize forty (40) properties for a fee of \$80,000.

Rebuilding Together is the same project contractor that provided these services in the past. They revitalized 90 properties, as stated in the previous Agreement, and enhanced an additional eight properties beyond the terms of the contract. Based on past experience, they are considered to be a trusted vendor that delivers beyond the terms of their contract.

Recommendation:

It is recommended that the CRA Board approve the Resolution, authorizing the CRA Executive Director to award the bid related to RFP No. CRA-21-012 for the At Home Dania Beach, Residential Revitalization Beautification Program to Rebuilding Together Broward County Inc.

RESOLUTION NO. 2021-CRA-008

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CRA OFFICIALS TO AWARD A BID RELATED TO REQUEST FOR PROPOSALS (RFP NO. CRA-21-012) TO REBUILDING TOGETHER BROWARD COUNTY, INC., A FLORIDA NOT FOR PROFIT CORPORATION, TO PROVIDE HOME REPAIR AND IMPROVEMENT SERVICES IN CONNECTION WITH THE AT HOME DANIA BEACH RESIDENTIAL REVITALIZATION BEAUTIFICATION PROGRAM; AUTHORIZING THE PROPER CRA OFFICIALS TO NEGOTIATE AN AGREEMENT IN AN AMOUNT NOT TO EXCEED EIGHTY THOUSAND DOLLARS (\$80,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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 Area; and

WHEREAS, the CRA posted and advertised Request for Proposal (“RFP”) No. CRA-21-012 on the City of Dania Beach’s website, Demand Star and in the Sun-Sentinel newspaper on June 10, 2021; and

WHEREAS, the bid opening was held virtually on June 28, 2021; and

WHEREAS, one (1) bidder, Rebuilding Together Broward County Inc. submitted their proposal; and

WHEREAS, the CRA Bid Evaluation Committee held a virtual review meeting on August 6, 2021 at 11:00 A.M. to evaluate the sole proposal received; and

WHEREAS, the CRA Bid Committee recommends awarding the bid to Rebuilding Together Broward County Inc. in an amount not to exceed Eighty Thousand Dollars (\$80,000.00); and

WHEREAS, funding is proposed in the Fiscal Year 2021-2022 Community Redevelopment Agency budget in the Professional Services CRA Redevelopment Initiatives Account; Budget Account No. 106-52-08-552-31-10 and as such, the successful proposal and subsequent contract will be negotiated for Fiscal Year 2021-2022, pending approval of the Fiscal Year 2021-2022 CRA Budget; and

WHEREAS, the CRA deems it in its best interest to retain Rebuilding Together Broward County, Inc. to provide services to the CRA and ;

WHEREAS, the CRA desires to enter into an Agreement with Rebuilding Together Broward County, Inc. to provide services such as exterior residential beautification and landscaping for forty (40) eligible homes in the Community Redevelopment Area;

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 approves the bid award for Request for Proposal (RFP) No. CRA-21-012 Rebuilding Together Broward County, Inc. to provide services such as exterior residential beautification and landscaping for forty (40) eligible homes in the Community Redevelopment Area.

Section 3. That the proper CRA officials are authorized to negotiate an Agreement with Rebuilding Together Broward County, Inc. in an amount not to exceed Eighty Thousand Dollars (\$80,000.00).

Section 4. That funding is proposed in the Fiscal Year 2021-2022 budget in the Professional Services Redevelopment Initiatives General Ledger Account, and as such, the successful proposal and subsequent Agreement will be negotiated for FY 2021-2022, pending approval of the Fiscal Year 2021-2022 CRA Budget.

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

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

PASSED and **ADOPTED** on August 24, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CRA SECRETARY

TAMARA JAMES
BOARD CHAIRPERSON

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CRA ATTORNEY

MEMORANDUM

To: Dania Beach Community Redevelopment Agency Chair, Vice Chair, Board Members

From: Michael Chen, Executive Director

Date: August 24, 2021

Re: **Broward Heights Neighborhood Rebranding Signage**

Background:

At its November 14, 2017 meeting, the Dania Beach City Commission approved a new logo and slogan for Dania Beach's rebranding initiative. To implement the initiative, the CRA Board, which also serves as the City Commission, at its January 9, 2018 CRA Board meeting, directed CRA staff to assume the responsibility of managing the City's rebranding initiative. As per adopted Resolutions for this project, the CRA advertised bids and various companies were selected to implement elements of the Rebranding projects.

The Rebranding Signage Production and Replacement Project was one element of the initiative established to replace over 58 signs for neighborhoods, parks, buildings etc. throughout the City.

The project was funded through a City Account and managed by the previous CRA Executive Director and based on the project's Work Orders. All signs have been installed except for two signs created for the Broward Heights Neighborhood. Those signs were scheduled to be completed in the second phase of sign installation in 2020. Because of the ongoing COVID-19 pandemic, acquiring permits and scheduling installation dates were delayed. However, in the case of Broward Heights Neighborhood there was a further delay because persons, unknown to the city, had installed small Broward Heights neighborhood signs using the City's new logo.

The CRA conducted research through the City's Community Development Department to get details on who was responsible for installing the signs, but those efforts were unsuccessful. Since no documents were found revealing that the signs were authorized and permitted, how the signs were installed, and who was responsible, the CRA proceeded with moving forward to install the City's official signage and complete the Rebranding Initiative.

Update:

On June 24, 2021, the CRA paused the installation of both Broward Heights signs after receiving an email from the Deputy City Manager indicating that someone from the neighborhood submitted an email complaining about the already existing signs with the Broward Heights name and indicating that they asked for the installation to be halted. The writer expressed concern about the neighborhood name Broward Heights, and asked about what may be done to have the name changed.

Research conducted by the City Attorney's office revealed that the area was named after the Plat.

As noted, the sign installation was halted. The signs were already purchased and are currently in the sign contractor's shop. The contractor had already bored holes for sign installation when they were stopped. For safety reasons, upon the CRA's request, the City has refilled the holes temporarily, until this situation is decided upon.

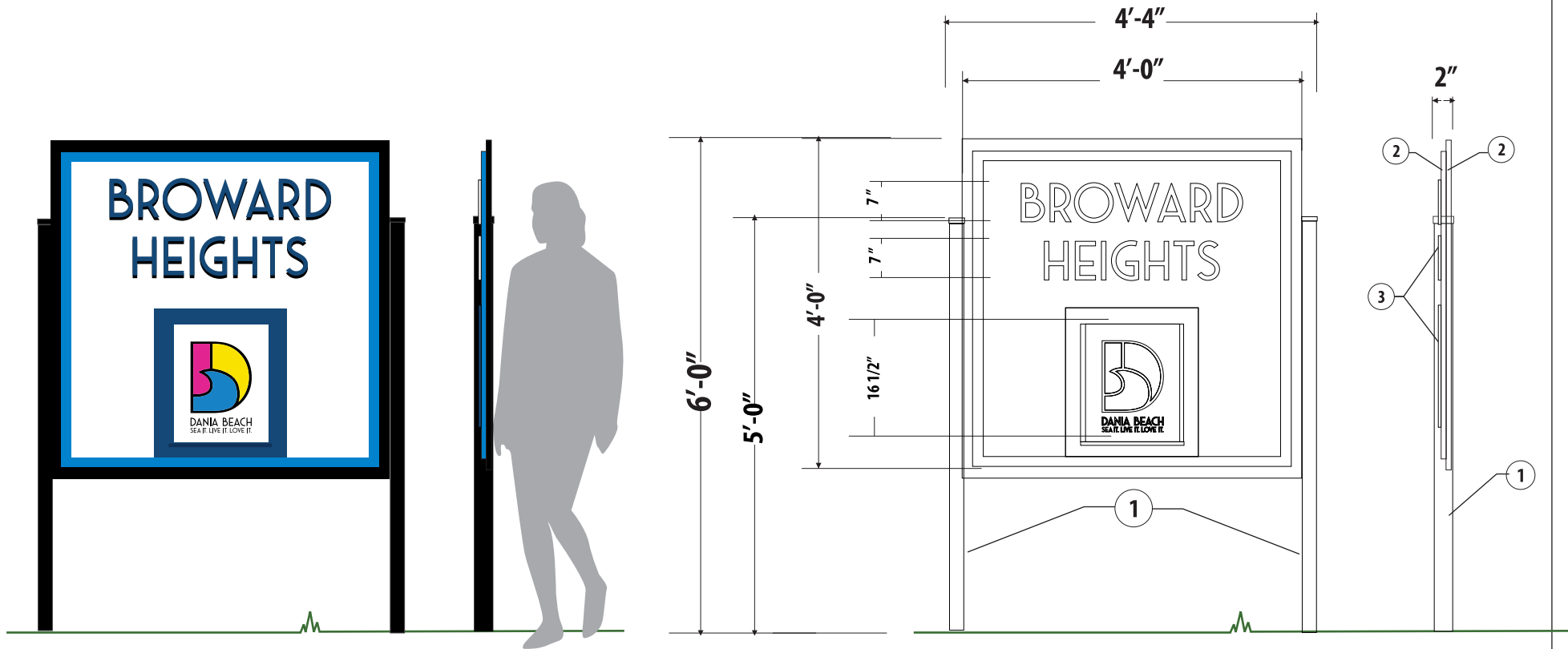
For Discussion and Direction:

The CRA is seeking direction from the Board on the following options:

1. Continue with the sign installation under the name Broward Heights as indicated on the Plat.
2. Hire a consultant to meet and survey the residents to determine a new name. This would require additional funding from the City as all rebranding funds were used. Cost would also include having the sign company produce and install new signs.

Attachments:

- Renderings of the Broward Heights signs
- Purchase Order for City Signage including Broward Heights signs.
- Permits pulled for installation of the Broward Heights signs.



- ① 2" SQUARE TUBES
- ② 1/4" ALUMINUM BOARDS
- ③ 1/8" ALUMINUM LETTERS & LOGO

IMPORTANT: BEFORE SIGNING THIS LAYOUT, PLEASE MAKE SURE TO CHECK ALL DETAILS OF THE DESIGN BEFORE APPROVAL. MAKE SURE TO REVIEW SPELLING, SIZES, MATERIALS AND COLORS ALONG WITH ALL OTHER DETAILS. DO NOT SIGN APPROVING THIS LAYOUT UNLESS YOU HAVE REVISED IT. YOUR SIGN WILL BE BUILT ACCORDING TO THE SPECIFICATIONS ON THIS LAYOUT. IF CHANGES ARE MADE AFTER YOUR APPROVAL, YOU WILL BE INCURRING EXTRA CHARGES THAT COULD POSSIBLY DOUBLE YOUR ORIGINAL PRICE.. YOUR APPROVAL IS CRUCIAL TO MEETING YOUR TURN AROUND NEEDS. THE SOONER YOU PROVIDE AN APPROVAL THE SOONER WE CAN COMPLETE YOUR JOB. IF YOU HAVE ANY QUESTIONS, FEEL FREE TO ADDRESS THEM AT THIS TIME. UNDERSTAND THAT THIS IS ONLY A PLAN AND THAT THE ACTUAL APPEARANCE OF THE SIGN MIGHT HAVE A DIFFERENT OUTCOME, EVEN THOUGH ALL SPECS WILL BE CONSISTENT WITH THIS SIGNED LAYOUT.

DESIGN APPROVED BY:

PROPOSAL OF MONUMENTS FOR NEIGHBORHOODS @ 48" x 48" x 2"
(2) LEVEL OF 1/4" ALUMINUM BOARDS WELDED TO 2" ALUMINUM POSTS
WITH 1/8" ALUMINUM LETTERS OVER PAINTED WHITE SEMIGLOSS
NON LIT - SINGLE FACE
QTY: 1
LOCATION -1

Designed by:

Advanced
multi-sign



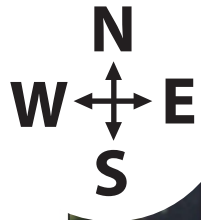
(305) 805-3636
www.advancedmultisign.com
 Electrical Contractor License ES-12000622
 Work Compensation#76 WEG NQ8710
 Insurance Policy# 01798534-2

DATE: 4/22/19
DESIGN EXCLUSIVE FOR: BROWARD HEIGHTS

FRONTAGE AREA:
SIGN AREA: 26 SQFT
SCALE: N/A
FILE: 21758 - NEIGHBORHOOD SIGNS

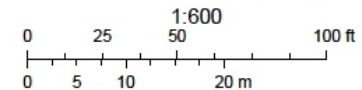
Property Id: 504229120400

**Please see map disclaimer



September 4, 2020

Broward Heights neighborhood sign - existing sign location that needs new sign



Flight Date : Between Dec 15, 2019 and Jan 28, 2020 Broward County Property Appraiser

PROPOSAL OF MONUMENTS FOR NEIGHBORHOODS @ 48" x 48" x 2"
(2) LEVEL OF 1/4" ALUMINUM BOARDS WELDED TO 2" ALUMINUM POSTS
WITH 1/8" ALUMINUM LETTERS OVER PAINTED WHITE SEMIGLOSS
NON LIT - SINGLE FACE
QTY: 1

Designed by:

Advanced
multi-sign



(305) 805-3636

www.advancedmultisign.com
Electrical Contractor License ES-12000622
Work Compensation#76 WEG NQ8710
Insurance Policy# 01798534-2

DATE: 4/22/19
DESIGN EXCLUSIVE FOR: BROWARD HEIGHTS

FRONTAGE AREA:
SIGN AREA: 26 SQFT
SCALE: N/A
FILE: 21758 - NEIGHBORHOOD SIGNS



PROPOSAL OF MONUMENTS FOR NEIGHBORHOODS @ 48" x 48" x 2"
(2) LEVEL OF 1/4" ALUMINUM BOARDS WELDED TO 2" ALUMINUM POSTS
WITH 1/8" ALUMINUM LETTERS OVER PAINTED WHITE SEMIGLOSS
NON LIT - SINGLE FACE
QTY: 1

Designed by:

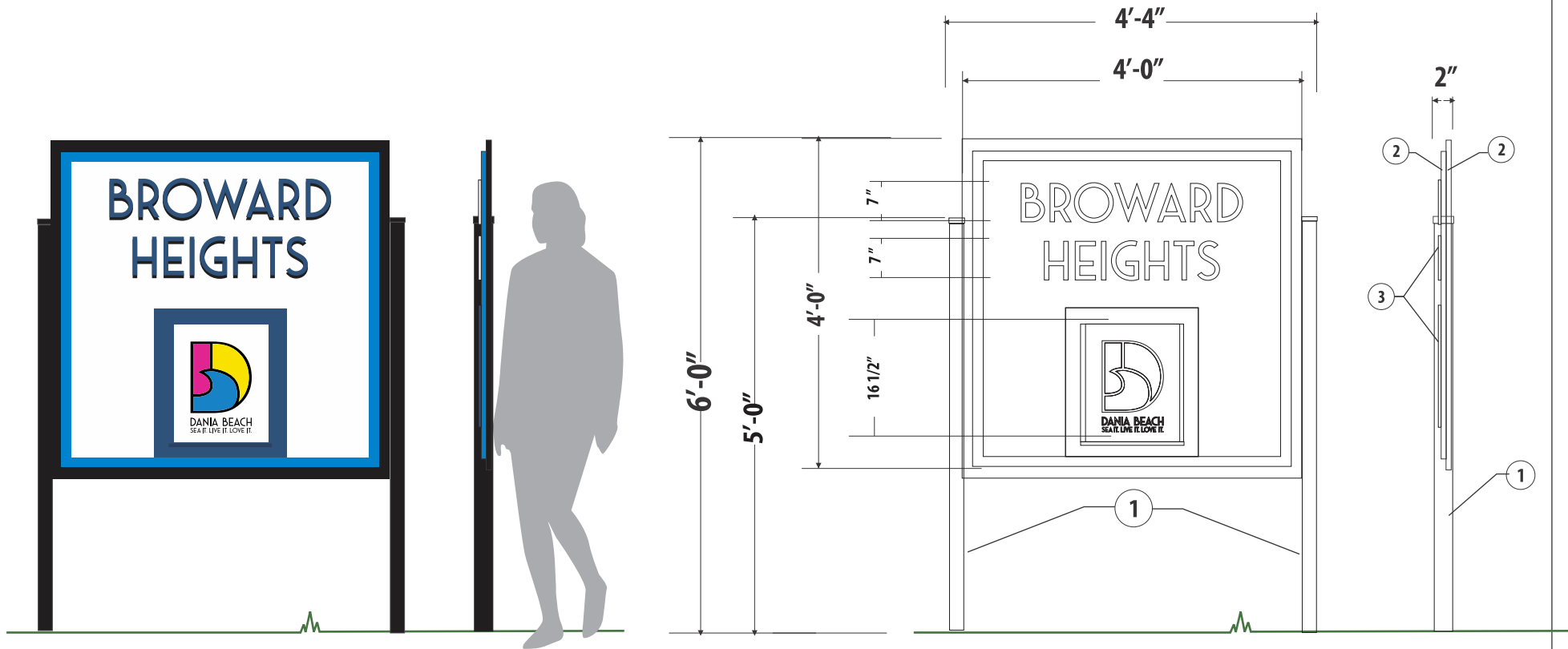
Advanced
multi-sign



(305) 805-3636
www.advancedmultisign.com
 Electrical Contractor License ES-12000622
 Work Compensation#76 WEG NQ8710
 Insurance Policy# 01798534-2

DATE: 4/22/19
DESIGN EXCLUSIVE FOR: BROWARD HEIGHTS

FRONTAGE AREA:
SIGN AREA: 26 SQFT
SCALE: N/A
FILE: 21758 - NEIGHBORHOOD SIGNS



- ① 2" SQUARE TUBES
- ② 1/4" ALUMINUM BOARDS
- ③ 1/8" ALUMINUM LETTERS & LOGO

IMPORTANT: BEFORE SIGNING THIS LAYOUT, PLEASE MAKE SURE TO CHECK ALL DETAILS OF THE DESIGN BEFORE APPROVAL. MAKE SURE TO REVIEW SPELLING, SIZES, MATERIALS AND COLORS ALONG WITH ALL OTHER DETAILS. DO NOT SIGN APPROVING THIS LAYOUT UNLESS YOU HAVE REVISED IT. YOUR SIGN WILL BE BUILT ACCORDING TO THE SPECIFICATIONS ON THIS LAYOUT. IF CHANGES ARE MADE AFTER YOUR APPROVAL, YOU WILL BE INCURRING EXTRA CHARGES THAT COULD POSSIBLY DOUBLE YOUR ORIGINAL PRICE.. YOUR APPROVAL IS CRUCIAL TO MEETING YOUR TURN AROUND NEEDS. THE SOONER YOU PROVIDE AN APPROVAL THE SOONER WE CAN COMPLETE YOUR JOB. IF YOU HAVE ANY QUESTIONS, FEEL FREE TO ADDRESS THEM AT THIS TIME. UNDERSTAND THAT THIS IS ONLY A PLAN AND THAT THE ACTUAL APPEARANCE OF THE SIGN MIGHT HAVE A DIFFERENT OUTCOME, EVEN THOUGH ALL SPECS WILL BE CONSISTENT WITH THIS SIGNED LAYOUT.

DESIGN APPROVED BY:

PROPOSAL OF MONUMENTS FOR NEIGHBORHOODS @ 48" x 48" x 2"
(2) LEVEL OF 1/4" ALUMINUM BOARDS WELDED TO 2" ALUMINUM POSTS
WITH 1/8" ALUMINUM LETTERS OVER PAINTED WHITE SEMIGLOSS
NON LIT - SINGLE FACE

LOCATION 2

Designed by:

Advanced
multi-sign

(305) 805-3636

www.advancedmultisign.com

Electrical Contractor License ES-12000622

Work Compensation#76 WEG NQ8710

Insurance Policy# 01798534-2



DATE: 4/22/19

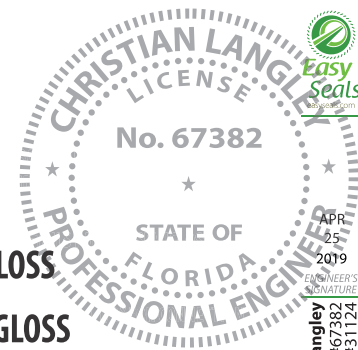
DESIGN EXCLUSIVE FOR: BROWARD HEIGHTS

FRONTAGE AREA:

SIGN AREA: 26 SQFT

SCALE: N/A

FILE: 21758 - NEIGHBORHOOD SIGNS



APR 25 2019
 Christian Langley
 Florida PE #67382
 Cert of Auth #31124

1200 N Federal Hwy #200
 Boca Raton, FL 33432
 1-888-371-3113

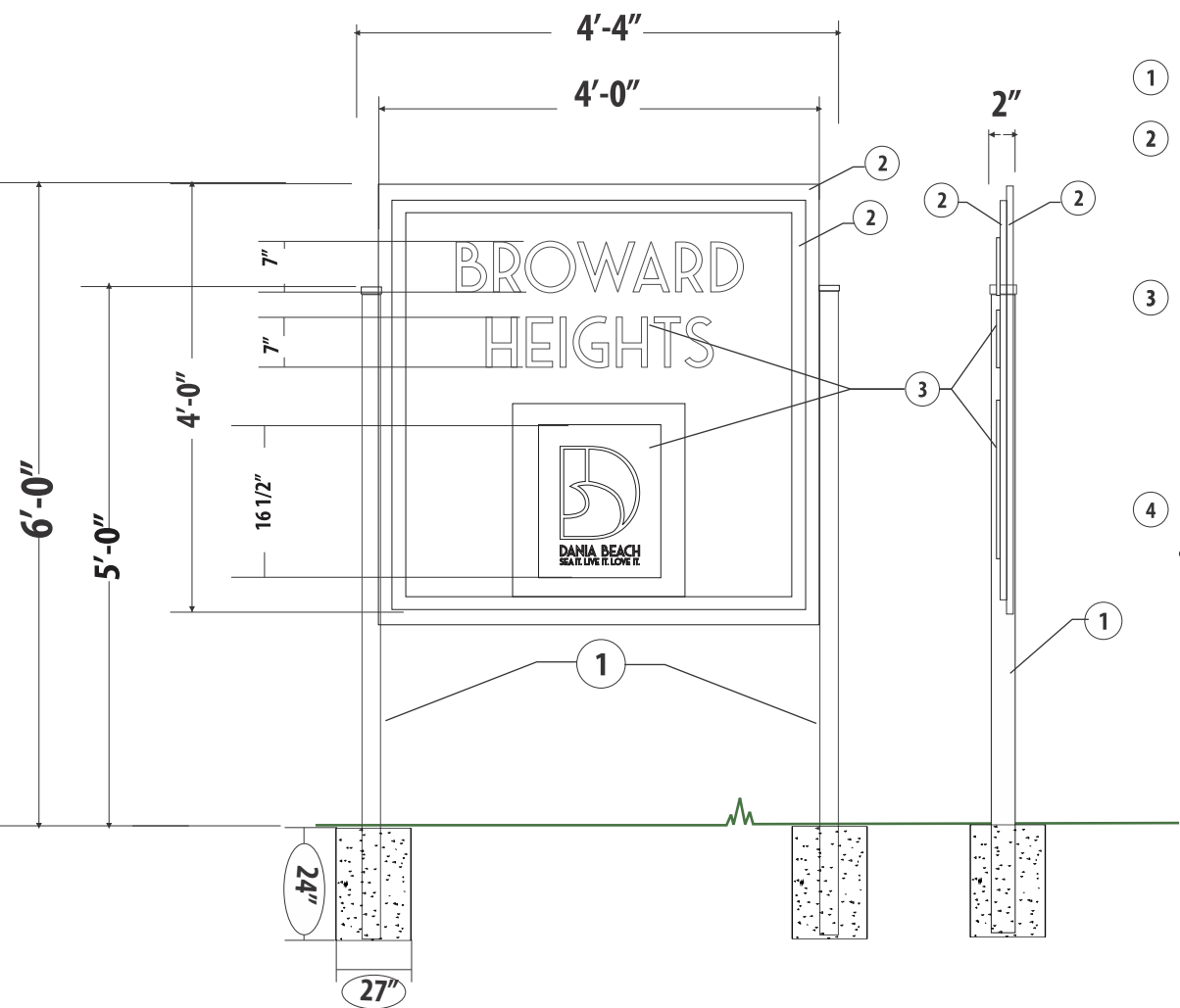
Solid freestanding sign at grade:
 -CF=1.55 (w/h ratio ≥ 1/2) ± 35.5psf

• Sign Height = 15 ft max
 • Kzt=1.0, Kd=0.85, G=0.85

• ASD Load Coeff = 0.6
 • Risk Category I Structure

• Exposure 'C'
 • V=156 mph
 • ASCE 7-10 WIND LOADS;

• and are the sole responsibility of the electrical contractor. No electrical review has been performed and no certification of such is intended.



- ① 2" SQUARE TUBES PAINTED BLACK SEMIGLOSS
- ② 1/4" ALUMINUM BOARDS PAINTED SEMIGLOSS
 (AS PER LOGO) BACK PIECE -DARK BLUE (TBD)
 FRONT PIECE-BLUE SHIP SW 6959 & WHITE
- ③ 1/8" ALUMINUM LETTERS PAINTED DARK BLUE(TBD)/
 SQUARE PAINTED WHITE WITH LOGO CUT VINYL
 BLUE 052 AZURE BLUE, 021 YELLOW, BLACK & 041 PINK
 (MOUNT COLORS OVER WHITE BASE)
- ④ CONCRETE FOOTER OPTIONS (2500PSI):
 - 18" DIA x 3'-4" DEEP (AUGERED)
 - 2'-3" SQ x 2'-0" DEEP (SPREAD)

SOIL STATEMENT:
 BASE ON A VISUAL OBSERVATION, THE SOIL ON SIDE
 CONSIST ON SAND AND ROCK WITH A PRESUMPTIVE
 LATERAL BEARING CAPACITY OF 200 PSF/FT
 IF OTHER CONDITIONS EXIST, THE CONTRACTOR SHALL
 NOTIFY THIS ENGINEER FOR INSTRUCTIONS. A LETTER
 WILL BE PROVIDED UPON EXCAVATION TO VERIFY
 THE SOIL CONDITION.

PROPOSAL OF MONUMENTS FOR NEIGHBORHOODS @ 48" x 48" x 2"
(2) LEVEL OF 1/4" ALUMINUM BOARDS WELDED TO 2" ALUMINUM POSTS
WITH 1/8" ALUMINUM LETTERS OVER PAINTED
NON LIT

Designed by:
Advanced multi-sign
 (305) 805-3636
 www.advancedmultisign.com
 Electrical Contractor License ES-12000622
 Work Compensation#76 WEG NQ8710
 Insurance Policy# 01798534-2

DATE: 4/22/19
 DESIGN EXCLUSIVE FOR: BROWARD HEIGHTS
 FRONTAGE AREA:
 SIGN AREA: 26 SQFT
 SCALE: N/A
 FILE: 21758 - NEIGHBORHOOD SIGNS

General Notes: • Design is in accordance with the requirements of the Fla Bldg Code 6th Ed (2017) for use within & outside the High Velocity Hurricane Zone (HVHZ). • This engineering certifies only the structural integrity of those systems, components, and/or other construction explicitly specified herein. • Electrical notes, details, & specifications are provided by and are the sole responsibility of the electrical contractor. No electrical review has been performed and no certification of such is intended. • Structural design meets requirements of ACI 318-14, AISI 360-10, ADM1-15, & NDS-15, as applicable. • Steel components shall be coated, painted, or otherwise protected against corrosion per FBC Sec 2203.2/2222.6. • Alum components in contact with soil or embedded in concrete shall be painted or protected as prescribed in ADM1-15(1a), or plastic/neoprene spacers provided. • All exposed fasteners shall be S.S. or have a protective coating for corrosion protection. • All welding shall be per AWS requirements. • Steel welds: E70xx electrodes. • Aluminum welds: 4043 filler alloy. • Alum extrusions: 6063-T6 or stronger, U.N.O.

Property Id: 504229120400

**Please see map disclaimer



September 4, 2020

Broward Heights neighborhood sign location #2 (potential)

Flight Date : Between Dec 15, 2019 and Jan 26, 2020 Broward County Property Appraiser

PROPOSAL OF MONUMENTS FOR NEIGHBORHOODS @ 48" x 48" x 2"
(2) LEVEL OF 1/4" ALUMINUM BOARDS WELDED TO 2" ALUMINUM POSTS
WITH 1/8" ALUMINUM LETTERS OVER PAINTED WHITE SEMIGLOSS
NON LIT - SINGLE FACE
QTY: 1
LOCATION 2

Designed by:

Advanced
multi-sign

(305) 805-3636

www.advancedmultisign.com

Electrical Contractor License ES-12000622

Work Compensation#76 WEG NQ8710

Insurance Policy# 01798534-2



DATE: 4/22/19

DESIGN EXCLUSIVE FOR: BROWARD HEIGHTS

FRONTAGE AREA:

SIGN AREA: 26 SQFT

SCALE: N/A

FILE: 21758 - NEIGHBORHOOD SIGNS



PROPOSAL OF MONUMENTS FOR NEIGHBORHOODS @ 48" x 48" x 2"
(2) LEVEL OF 1/4" ALUMINUM BOARDS WELDED TO 2" ALUMINUM POSTS
WITH 1/8" ALUMINUM LETTERS OVER PAINTED WHITE SEMIGLOSS
NON LIT - SINGLE FACE
QTY: 1
LOCATION 2

Designed by:

Advanced
multi-sign



(305) 805-3636
www.advancedmultisign.com
 Electrical Contractor License ES-12000622
 Work Compensation#76 WEG NQ8710
 Insurance Policy# 01798534-2

DATE: 4/22/19
DESIGN EXCLUSIVE FOR: BROWARD HEIGHTS
FRONTAGE AREA:
SIGN AREA: 26 SQFT
SCALE: N/A
FILE: 21758 - NEIGHBORHOOD SIGNS



**City of Dania Beach
Purchasing Division**

Phone: 954-924-6800

Tax Exempt # 85-8012740099C-9

Purchase Order #

2020-00000286

Date: 09/10/20

Bill to 100 W. Dania Beach Blvd.
DANIA BEACH, FL 33004

Ship to 100 W. Dania Beach Blvd.
DANIA BEACH, FL 33004

Vendor 10916 ADVANCED MULTI SIGN CORP
ADVANCED MULTI SIGN CORP
7956 W 26 CT
HIALEAH, FL 33016

Deliver by
Originated by Kha White Davis

Email ariel@advancedmultisign.com

TERMS: Freight - FOB Destination Invoices - Paid within 30 days of receipt

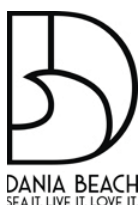
Quantity	U/M	Description	Unit Cost	Total Cost
1.0000	EA	Signs	\$15,260.0000	\$15,260.00
Item Description Dania Beach Pier and Marina Monument Sign				
G/L Account		Project	Amount	Percent
001-18-00-519-48-15 (Promotional Activities Branding Initiative)				100.00%
1.0000	EA	Signs	\$3,270.0000	\$3,270.00
Item Description Dania Beach Pier and Mariana Relocation Monument Sign Relocation				
G/L Account		Project	Amount	Percent
001-18-00-519-48-15 (Promotional Activities Branding Initiative)				100.00%
1.0000	EA	Signs	\$9,530.0000	\$9,530.00
Item Description Tigertail Lake South Dog Park				
G/L Account		Project	Amount	Percent
001-18-00-519-48-15 (Promotional Activities Branding Initiative)				100.00%
1.0000	EA	Signs	\$3,270.0000	\$3,270.00
Item Description Tigertail Lake South Dog Park Relocation Monument Sign Relocation				
G/L Account		Project	Amount	Percent
001-18-00-519-48-15 (Promotional Activities Branding Initiative)				100.00%
1.0000	EA	Signs	\$9,530.0000	\$9,530.00
Item Description Fire Rescue Station 1				
G/L Account		Project	Amount	Percent
001-18-00-519-48-15 (Promotional Activities Branding Initiative)				100.00%

Authorized Signature:

Tania Stevens

Digitally signed by Tania Stevens
DN: cn=Tania Stevens, o=City of Dania Beach, ou=Finance,
email=stevens@daniasbeachfl.gov, c=US
Date: 2020.09.10 09:45:09 -0400

Special Instructions



City of Dania Beach
Purchasing Division
 Phone: 954-924-6800
 Tax Exempt # 85-8012740099C-9

Purchase Order #
 2020-00000286
Date: 09/10/20

Bill to 100 W. Dania Beach Blvd.
 DANIA BEACH, FL 33004

Ship to 100 W. Dania Beach Blvd.
 DANIA BEACH, FL 33004

Vendor 10916 ADVANCED MULTI SIGN CORP
 ADVANCED MULTI SIGN CORP
 7956 W 26 CT
 HIALEAH, FL 33016

Deliver by
Originated by Kha White Davis

Email ariel@advancedmultisign.com

TERMS: Freight - FOB Destination Invoices - Paid within 30 days of receipt

Quantity	U/M	Description	Unit Cost	Total Cost
1.0000	EA	Signs	\$11,222.0000	\$11,222.00
Item Description Frost Park (North)				
G/L Account		Project	Amount	Percent
001-18-00-519-48-15 (Promotional Activities Branding Initiative)				100.00%
1.0000	EA	Signs	\$9,530.0000	\$9,530.00
Item Description Forst Park (South)				
G/L Account		Project	Amount	Percent
001-18-00-519-48-15 (Promotional Activities Branding Initiative)				100.00%
1.0000	EA	Signs	\$11,222.0000	\$11,222.00
Item Description Patrick J. Meli Park & Aquatic Complexz				
G/L Account		Project	Amount	Percent
001-18-00-519-48-15 (Promotional Activities Branding Initiative)				100.00%
1.0000	EA	Signs	\$9,530.0000	\$9,530.00
Item Description C. W. Thomas Park				
G/L Account		Project	Amount	Percent
001-18-00-519-48-15 (Promotional Activities Branding Initiative)				100.00%
3.0000	EA	Signs	\$4,015.0000	\$12,045.00
Item Description Dania Beach City Hall (Letter on South, East and North side of B				
G/L Account		Project	Amount	Percent
001-18-00-519-48-15 (Promotional Activities Branding Initiative)				100.00%

Authorized Signature:

Tania Stevens

Digitally signed by Tania Stevens
 DN: cn=Tania Stevens, o=City of Dania Beach, ou=Finance,
 email=stevens@daniabeachfl.gov, c=US
 Date: 2020.09.10 09:44:31 -0400

Special Instructions



**City of Dania Beach
Purchasing Division**

Phone: 954-924-6800

Tax Exempt # 85-8012740099C-9

Purchase Order #

2020-00000286

Date: 09/10/20

Bill to 100 W. Dania Beach Blvd.
DANIA BEACH, FL 33004

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DANIA BEACH, FL 33004

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ADVANCED MULTI SIGN CORP
7956 W 26 CT
HIALEAH, FL 33016

Deliver by
Originated by Kha White Davis

Email ariel@advancedmultisign.com

TERMS: Freight - FOB Destination Invoices - Paid within 30 days of receipt

Quantity	U/M	Description	Unit Cost	Total Cost
1.0000	EA	Signs	\$2,840.0000	\$2,840.00
Item Description I.T. Parket Marina Logo Seal (Near Yachts)				
G/L Account		Project	Amount	Percent
001-18-00-519-48-15 (Promotional Activities Branding Initiative)				100.00%
2.0000	EA	Signs	\$1,998.0000	\$3,996.00
Item Description Broward Heights				
G/L Account		Project	Amount	Percent
001-18-00-519-48-15 (Promotional Activities Branding Initiative)				100.00%
1.0000	EA	Signs	\$3,677.0000	\$3,677.00
Item Description Quarterdeck Logo Building Sign (above fish)				
G/L Account		Project	Amount	Percent
001-18-00-519-48-15 (Promotional Activities Branding Initiative)				100.00%
1.0000	EA	Signs	\$2,380.0000	\$2,380.00
Item Description Fire Station 1				
G/L Account		Project	Amount	Percent
001-18-00-519-48-15 (Promotional Activities Branding Initiative)				100.00%
2.0000	EA	Signs	\$1,585.0000	\$3,170.00
Item Description CW Thomas Park & Frost Park Building				
G/L Account		Project	Amount	Percent
001-18-00-519-48-15 (Promotional Activities Branding Initiative)				100.00%

Authorized Signature: _____

Tania Stevens

Digitally signed by Tania Stevens
DN: cn=Tania Stevens, o=City of Dania Beach, ou=Finance,
email=stevens@daniasbeachfl.gov, c=US
Date: 2020.09.10 09:44:44 -0400

Special Instructions



City of Dania Beach
Purchasing Division
 Phone: 954-924-6800
 Tax Exempt # 85-8012740099C-9

Purchase Order #
 2020-00000286
Date: 09/10/20

Bill to 100 W. Dania Beach Blvd.
 DANIA BEACH, FL 33004

Ship to 100 W. Dania Beach Blvd.
 DANIA BEACH, FL 33004

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 ADVANCED MULTI SIGN CORP
 7956 W 26 CT
 HIALEAH, FL 33016

Deliver by
Originated by Kha White Davis

Email ariel@advancedmultisign.com

TERMS: Freight - FOB Destination Invoices - Paid within 30 days of receipt

Quantity	U/M	Description	Unit Cost	Total Cost
1.0000	EA	Permits/License Fees	\$9,500.0000	\$9,500.00
Item Description Hard Permit Costs				
G/L Account		Project	Amount	Percent
001-18-00-519-48-15 (Promotional Activities Branding Initiative)				100.00%

Total Purchase Amount \$119,972.00

Authorized Signature:

Tania Stevens

Digitally signed by Tania Stevens
 DN: cn=Tania Stevens, o=City of Dania Beach, ou=Finance,
 email=stevens@daniabeachfl.gov, c=US
 Date: 2020.09.10 09:44:55 -0400

Special Instructions

CITY OF DANIA BEACH, FLORIDA

WORK ORDER

This is a Work Order, dated August 28, 2020, issued by the City of Dania Beach (the "City"), to Advanced Multi Sign Corp. (the "Consultant"), in connection with an Agreement dated December 11, 2018, existing between the City and the Consultant, which Agreement is incorporated by this reference.

The Consultant shall perform work (the "Work") for the City as described in Exhibit A, a copy of which is attached and incorporated by this reference. The Work Order and any and all timeframes pertinent to the Work are specified in that Exhibit.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

ATTEST:

**Thomas
Schneider**

Digitally signed by Thomas Schneider
DN: cn=Thomas Schneider, o=City of
Dania Beach, ou=City Clerk,
email=tschneider@daniabeachfl.gov,
c=US
Date: 2020.08.28 16:57:01 -04'00'

THOMAS SCHNEIDER, CMC
CITY CLERK



**CITY:
CITY OF DANIA BEACH, FLORIDA
a Florida Municipal Corporation**

Ana M. Garcia

Digitally signed by Ana M. Garcia
DN: cn=Ana M. Garcia, o=City of Dania
Beach, ou,
email=agarcia@daniabeachfl.gov, c=US
Date: 2020.08.28 16:49:32 -04'00'

ANA M. GARCIA, ICMA-CM
CITY MANAGER

APPROVED FOR FORM AND CORRECTNESS:

Thomas J. Ansbro

Digitally signed by Thomas J. Ansbro
DN: cn=Thomas J. Ansbro, o=City of Dania Beach,
ou=Legal Department,
email=tansbro@daniabeachfl.gov, c=US
Date: 2020.08.28 13:42:06 -04'00'

THOMAS J. ANSBRO
CITY ATTORNEY

CONSULTANT:

**Advanced Multi Sign Corp.,
a Florida Corporation**

WITNESSES:

[Signature]

SIGNATURE

Mariuska Leon

PRINT Name

[Signature]

SIGNATURE

Annemarie Wachhwani

PRINT Name

[Signature]

SIGNATURE

ARIEL PEDROSA

PRINT Name

PRESIDENT

Title

STATE OF FLORIDA

COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on 8/24, 2020, by Ariel Pedrosa, as president of Advanced Multi Sign, a Florida corporation. He/she is personally known ☒ to me or has produced _____ as identification.

[Signature]
NOTARY PUBLIC
State of Florida



My Commission Expires:

Exhibit "A"
Scope of Services and Costs



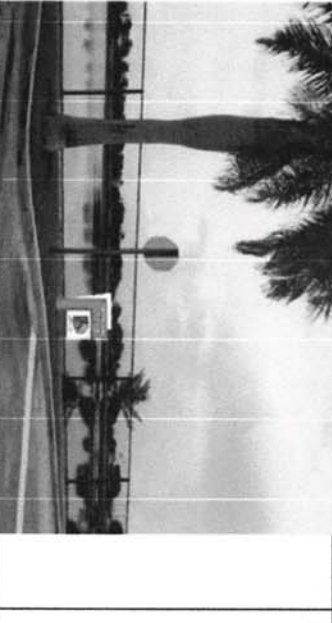
7956 West 26 Ct. Hialeah Fl. 33016

www.advancedmultisign.com

Proposal for Installation of Park Monument Signs / Neighborhood signs and miscellaneous signs.

Advanced Multi-sign proposes the manufacturing and installation of the following:

QUANTITY	SITE AND SPECIFICATIONS	IMAGE	UNIT COST	TOTAL
1	Dania Beach Pier and Marina Monument Sign SIZE 96" x 96" Description: Single face, designers built as per plans, full color, cladding all around and external illumination solar power source in a single face mounted on a stand along pipe below high level of sign. Price includes plans, engineering, and permit process in the city building department. Manufacturing includes elements such as steel pole up to 8" diameter, foundation, excavation, r-bars, concrete pouring, sign installation and area cleaning. <u>Excludes</u>, hard ROW permit cost or other permits from the building department, paving, landscaping, landscaping plans, and boundary surveys.		\$15,260.00	\$15,260.00

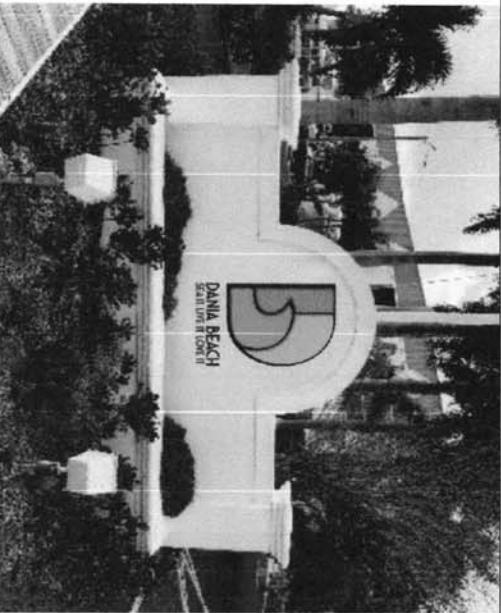
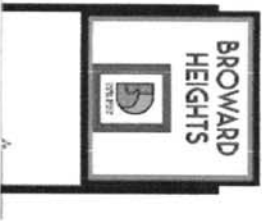
1	Dania Beach Pier and Marina - Relocation Monument Sign Relocation Description: removal of the existing single face non lit sign, excavate new foundation, r-bars, concrete pouring, sign installation & area cleaning. Plans, engineering & Permit process is included as well. <u>Excludes</u>, hard permit cost from the building department, paving, landscaping, landscaping plans, and boundary surveys.		\$3,270.00	\$3,270.00
1	Tigertail Lake South Dog Park Monument Sign SIZE 72" x 72" Description: Single face, non-lit designers built as per plans, full color, cladding all around, single face mounted on a stand along pipe below high level of sign. Price includes plans, engineering, and permit process in the city building department. Manufacturing includes elements such as steel pole up to 8" diameter, foundation, excavation, r-bars, concrete pouring, sign installation and area cleaning. Plans, engineering & Permit process is included as well. <u>Excludes</u>, solar lighting, hard ROW or other permits costs from the building department, paving, landscaping, landscaping plans, and boundary surveys.		\$9,530.00	\$9,530.00
1	Tigertail Lake South Dog Park - Relocation Monument Sign Relocation Description: removal of the existing single face non lit sign, excavate new foundation, r-bars, concrete pouring, sign installation & area cleaning. Plans, engineering & Permit process is included as well. <u>Excludes</u>, hard permit cost from the building department, paving, landscaping, landscaping plans, and boundary surveys.		\$3,270.00	\$3,270.00

1	Fire Rescue Station 1 Monument Sign - SIZE 72" x 72" Description: Single face, non-lit designers built as per plans, full color, cladding all around, single face mounted on a stand along pipe below high level of sign. Price includes plans, engineering, and permit process in the city building department. Manufacturing includes elements such as steel pole up to 8" diameter, foundation, excavation, r-bars, concrete pouring, sign installation and area cleaning. Plans, engineering & Permit process is included as well. <u>Excludes</u> solar lighting, hard ROW or other permits costs from the building department, paving, landscaping, landscaping plans, and boundary surveys.	\$9,530.00	\$9,530.00
1	Frost Park (North) Monument sign - SIZE 72" x 72" Description: Single face, designers built as per plans, full color, cladding all around and external illumination solar power source in a single face mounted on a stand along pipe below high level of sign. Price includes plans, engineering, and permit process in the city building department. Manufacturing includes elements such as steel pole up to 8" diameter, foundation, excavation, r-bars, concrete pouring, sign installation and area cleaning. Plans, engineering & Permit process is included as well. <u>Excludes</u> hard ROW or other permits costs from the building department, paving, landscaping, landscaping plans, and boundary surveys.	\$11,222.00	\$11,222.00



1	Frost Park (South) Monument sign SIZE 72" x 72" Description: Single face, non-lit designers built as per plans, full color, cladding all around in a single face mounted on a stand along pipe below high level of sign. Price includes plans, engineering, and permit process in the city building department. Manufacturing includes elements such as steel pole up to 8" diameter, foundation, excavation, r-bars, concrete pouring, sign installation and area cleaning. Plans, engineering & Permit process is included as well. <u>Excludes</u> solar lighting, hard ROW or other permits costs from the building department, paving, landscaping, landscaping plans, and boundary surveys.		\$9,530.00	\$9,530.00
1	Patrick J. Meli Park & Aquatic Complex Monument sign SIZE 72" x 72" Description: Single face, designers built as per plans, full color, cladding all around and external illumination solar power source in a single face mounted on a stand along pipe below high level of sign. Price includes plans, engineering, and permit process in the city building department. Manufacturing includes elements such as steel pole up to 8" diameter, foundation, excavation, r-bars, concrete pouring, sign installation and area cleaning. Plans, engineering & Permit process is included as well. <u>Excludes</u> hard ROW or other permits costs from the building department, paving, landscaping, landscaping plans, and boundary surveys.		\$11,222.00	\$11,222.00

1	C.W. Thomas Park Monument sign SIZE 72" x 72" Description: Single face, non-lit designers built as per plans, full color, cladding all around in a single face mounted on a stand along pipe below high level of sign. Price includes plans, engineering, and permit process in the city building department. Manufacturing includes elements such as steel pole up to 8" diameter, foundation, excavation, r-bars, concrete pouring, sign installation and area cleaning. Plans, engineering & Permit process is included as well. <u>Excludes</u> solar lighting, hard ROW or other permits costs from the building department, paving, landscaping, landscaping plans, and boundary surveys.		\$9,530.00	\$9,530.00
3	Dania Beach City Hall (Letter on South, East and North side of building) Building Sign Description: 24" not lit letters, single face, designers built as per plans, black color. Manufactured of fully welded aluminum 2" thick hollow. Painted Mathews for exterior. Plans, engineering & Permit process is included as well. <u>Excludes</u> hard permit cost from the building department, paving, landscaping, landscaping plans, and boundary surveys.		\$4,015.00	\$12,045.00

1	I.T. Parker Marina Logo Seal (near yachts) Logo Seal Only placed on existing monument sign Description: 48" x 48", non-lit single face, designers built as per plans, full color. Manufactured of fully welded aluminum top section 1" thick and solid aluminum letters 1/4" thick. Painted Mathews for exterior. Plans, engineering & Permit process is included as well. <u>Excludes</u>, hard permit cost from the building department, paving, landscaping, landscaping plans, and boundary surveys.		\$2,840.00	\$2,840.00
2	Broward Heights Neighborhood signs Description: 48" x 48" board size, non-lit single face, designers built as per plans, full color, cladding all around. Price includes plans, engineering, and permit process in the city building department. Manufacturing includes elements such as aluminum posts, foundation, excavation, r-bars, concrete pouring, sign installation and area cleaning. Plans, engineering & Permit process is included as well. <u>Excludes</u>, hard ROW or other permits costs cost from the building department, paving, landscaping, landscaping plans, and boundary surveys.		\$1,998.00	\$3,996.00

1	Quarterdeck Logo Building Sign (above fish) - SIZE 50" x 65" Description: Single face, non-lit designers built as per plans, full color. Manufactured of fully welded aluminum top section 1" thick and solid aluminum letters 1/4" thick. Painted Mathews for exterior. Plans, engineering & permit process is included as well. <u>Excludes</u>, hard permit cost from the building department, paving, landscaping, landscaping plans, and boundary surveys.		\$3,677.00	\$3,677.00
1	Fire Station 1 Logo Seal Only on building Description: 48" x 48", single face, designers built as per plans, full color. Manufactured of fully welded aluminum top section 1" thick and solid aluminum letters 1/8" thick. Painted Mathews for exterior. Plans, engineering & Permit process is included as well. <u>Excludes</u>, hard permit cost from the building department, paving, landscaping, landscaping plans, and boundary surveys.		\$2,380.00	\$2,380.00
	Final Design to be coordinated with Chief Pellecier			

2	CW Thomas Park & Frost Park Building Logo Seal Only on Building Description 30" x 30", single face, no-lit, designers built as per plans, full color. Manufactured of fully welded aluminum top section 1" thick and solid aluminum letters 1/8" thick. Painted Mathews for exterior. Plans, engineering & Permit process is included as well. <u>Excludes</u>, hard permit cost from the building department, paving, landscaping, landscaping plans, and boundary surveys.		\$1,585.00	\$3,170.00
	Subtotal:			\$ 110,472.00
	Hard Permit Costs (estimated):			\$ 9,500.00
	TOTAL:			\$ 119,972.00

Recital:

This proposal may be withdrawn if not accepted within 30 days. When signing, customer accepts Company's proposal for the Job and agrees to all of the terms of the purchase contract. Anything out of the scope of work of this quote is not included.

- Our company provides all the warranties of the components used in our product fabrication such as: plastic, metals, circuits, transformers, ballast, switches and etcetera. All are to be effective according to the warranties of manufacturers of each individual component. A complete warranty document is available at www.advancedmultisign.com
- All work is to be done during regular business hours. Nights, Saturday and Sunday jobs are considered after hours and required a different rate; therefore a new estimate has to be requested.
- The layout will determine the colors, spelling, type of installation, etcetera. Please review it carefully before making a decision. If changes in specifications are made after the layout is finalized and accepted by the Customer, such as changes to size, color or mounting specs, the Customer may be subject to additional charges. Please request a copy of the new estimate.
- When a sign is removed from a wall, Advanced Multi Sign will caulk the hole by using silicone to temporarily prevent leakage. We strongly recommended that the customer hire a professional contractor to complete and finish any necessary wall repairs as per Florida Building Codes. Wall painting or repair is outside the scope of work.
- When a sign is removed from a wall, there may be stains and mold marking on the wall. We strongly recommended that the customer hire a professional contractor to complete and finish the wall as per Florida Building Codes. This is outside the scope of work.
- When excavation and concrete pouring is needed, be aware that we are not responsible for damages to the asphalt or nearby landscaping. Any additional work required as a result of this is the responsibility of the Customer.
- All adjacent electrical lines, sprinkles, gas pipe, fiber optical and or underground or hidden conduits must be mark properly by underground locator utilities. Advanced Multi Sign will not be responsible for any damages.
- Space behind the sign must be readily accessible. All working areas must be readily accessible including areas for the truck to be parked and accessible to the sign. Canvas, canopies, trees and any other obstructions should be remove by customer prior to sign installation to allow installers to reach sign space for proper installation.
- Any maintenance performed on signs by a company other than Advanced Multi Sign will automatically discharge Advanced Multi Sign from the responsibilities of the warranty.
- Work is not warrantied against natural forces or acts of God.
- We are not responsible for delays due to circumstances beyond our control.
- The signs remain property of Advanced Multi Sign until final balance is paid in full.
 - Advanced Multi Sign is not an agent or employee of owner for any purpose.

=



Ariel Pedrosa

Advanced Multi Sign Corp.

Accepted by:

Ana M.

Garcia

Digitally signed by Ana M. Garcia
DN: cn=Ana M. Garcia, o=City of Dania
Beach, ou=
email=agarcia@daniabeachfl.gov, c=US
Date: 2020.08.28 16:50:47 -04'00'

Date: _____



100 W DANIA BEACH BLVD
DANIA BEACH, FL 33004

UTILITY / RIGHT-OF-WAY PERMIT

(This Permit is only required if the work location is owned or controlled by the City of Dania Beach)

APR 12 2021
BY:

Location 1

CITY OF DANIA BEACH

Building

PERMIT # 2021-0671

FOLIO # 5042 2912 0400

OWNER City of Dania Beach

DATE

CONTRACTOR Advanced Multi Sign

PURPOSE Non illuminated monument sign

LOT

BLOCK

SUBDIVISION Broward Heights Location #1

ADDRESS 0 SW 24th Ave

**NO INSPECTION WILL BE MADE UNLESS PERMIT CARD IS PROMINENTLY
DISPLAYED AND APPROVED PLANS ARE READILY AVAILABLE. - F.B.C. 106.10.1.1**

**CERTIFICATE OF OCCUPANCY MUST BE SECURED BEFORE THIS
BUILDING CAN BE USED FOR ANY PURPOSE**

DO NOT REMOVE THIS CARD BEFORE COMPLETION

For Inspection Call (954) 924-6805 Ext. 3709 BEFORE 2p.m.

24 HOUR NOTICE REQUIRED

CITY OF DANIA BEACH

Building

PERMIT

PERMIT # 2021-0040

FOLIO # 504229120040

OWNER City of Dania Beach DATE 3.22.21

CONTRACTOR Advanced Multi Sign

PURPOSE bar illuminated sign

LOT

BLOCK

SUBDIVISION

ADDRESS SW 24 Ave

NO INSPECTION WILL BE MADE UNLESS PERMIT CARD IS PROMINENTLY
DISPLAYED AND APPROVED PLANS ARE READILY AVAILABLE. - F.B.C. 106.10.1.1

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