

AGENDA
COMMUNITY REDEVELOPMENT AGENCY
HYBRID REGULAR MEETING
TUESDAY, OCTOBER 11, 2022 - 5:30 PM

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

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

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

IN CONSIDERATION OF OTHERS, WE ASK THAT YOU:

- A. PLEASE TURN CELL PHONES OFF, OR PLACE ON VIBRATE. IF YOU MUST MAKE A CALL, PLEASE STEP OUT INTO THE ATRIUM, IN ORDER NOT TO INTERRUPT THE MEETING.
- B. IF YOU MUST SPEAK TO SOMEONE IN THE AUDIENCE, PLEASE SPEAK SOFTLY OR GO OUT INTO THE ATRIUM, IN ORDER NOT TO INTERRUPT THE MEETING.

**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: A thirty (30) minute "Citizen Comments" period shall be designated on the agenda for citizens and interested persons to speak on matters whether or not scheduled on that day's agenda. Individuals wishing to speak on a matter not included on the "Public Hearing" section of the agenda, which matter pertains to an item before the City Commission which requires a decision of the City Commission, may do so by signing in and submitting a form to that effect with the City Clerk prior to the meeting. Speakers at Public Hearings shall also submit such a form. Each speaker shall be limited to 3 minutes for his or her comments. If more than ten (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 Reports

4. PRESENTATIONS

5. CONSENT AGENDA

1. Minutes:
Approve Minutes of September 6, 2022 CRA Board Hybrid Budget Workshop
Approve Minutes of September 14, 2022 CRA Board Hybrid Meeting
2. Travel Requests:
3. RESOLUTION NO 2022-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 FINAL RENEWAL 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 2023 ARTS AND SEAFOOD CELEBRATION IN AN AMOUNT NOT TO EXCEED FORTY FIVE THOUSAND DOLLARS (\$45,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

6. PROPOSALS AND BIDS

1. RESOLUTION NO. 2022-CRA-008

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE SALE OF A CRA-OWNED PROPERTY LOCATED AT 509-511 NW 3RD TERRACE, DANIA BEACH, FLORIDA (“PROPERTY”) TO TURN TWO CONSTRUCTION FOR THE PURPOSE OF REHABILITATING THE PROPERTY FOR USE AS A TWO-UNIT DUPLEX FOR LOW-INCOME AFFORDABLE HOUSING (80% AMI); AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE DEED, WITH RESTRICTIVE COVENANT REQUIRING 30 YEARS OF AFFORDABLE HOUSING (80% AMI) AND RELATED DOCUMENTS FOR THE PARCEL FOR THIS PURPOSE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7. DISCUSSION AND POSSIBLE ACTION

1. RESOLUTION NO. 2022-CRA-009

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 EXECUTE AN EXTENSION OF THE EXECUTIVE DIRECTOR, K. MICHAEL CHEN’S EMPLOYMENT AGREEMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

8. BOARD MEMBER COMMENTS

9. INFORMATION ITEMS

10. ADJOURNMENT

DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING
OCTOBER 11, 2022 at 5:30 PM
PUBLIC MEETING AND PUBLIC COMMENTS PROCEDURE

The Dania Beach Community Redevelopment Agency (CRA) will be conducting a “Hybrid” CRA Board meeting in the Commission Chamber with limited public access and utilizing communications media technology (“CMT”) for additional access, 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).

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 Zoom

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: Join Zoom via the browser and enter 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, 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 Hybrid Meeting
October 11, 2022 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 Zoom

Go to <https://zoom.us/> to access the meeting from your device

Use this meeting link to join as an attendee: <https://us02web.zoom.us/j/83176084770>

Using your telephone

One tap mobile :

US: +13017158592,,83176084770# or +13126266799,,83176084770#

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 301 715 8592 or +1 312 626 6799 or +1 929 436 2866 or +1 253 215 8782 or
+1 346 248 7799 or +1 669 900 6833

Webinar ID: 831 7608 4770

To raise hand and be acknowledged to speak:

1. Users who call in can dial *9 to raise their hand
2. If in Zoom, hover at the bottom middle of screen to see the raise hand option and click
3. Once you have been selected to speak, you may be prompted to unmute your device or this will be done for you.

MEMORANDUM

To: Dania Beach Community Redevelopment Agency Chair, Vice Chair, Board Members
From: Michael Chen, Executive Director
Date: October 11, 2022
Re: Administrative Report

There is a lot going on in the CRA. Please connect with us directly to get current and correct information on what we are doing. Our direct numbers are:

- Michael Chen: 954-924-6801 x 3732
- Kathleen Weekes: 954-924-6801 x 3739
- Bill Harris: 954-924-6801 x 3667
- Kisha Eugene: 954-924-6801 x 3750

If we cannot answer, leave your name and number and we will call you back.

1. DANIA BEACH INNOVATION ECOSYSTEM

Background: An Innovation Ecosystem has many different platforms to support entrepreneurs and early-stage ventures. The Dania Beach Innovation Ecosystem includes:

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



Update: Following the September 13th Board approval of the SkySpaces Agreement, the CRA has met with the Managing Partner to initiate discussion of the CRA office layout. SkySpaces has committed to providing the CRA front window space and City, CRA, FIU signage on Federal Highway (subject to City sign Ordinances).

2. CRA-OWNED PROPERTIES

As described at the September 13th Board Meeting, the CRA owns 16 parcels of land. One of those parcels (509-511 NW 3rd Ter) was the subject of an RFP and is on your agenda tonight for discussion and possible action. Of the remaining 15 parcels, three are considered “unbuildable” due to size/dimension limitations and the CRA has been in discussion with the city on the possibility of returning them to the city to create small neighborhood parks.

The CRA needs input from the Board on your consensus interest and/or direction on the use of the 15 CRA-owned parcels. We request the Board to schedule a CRA-Owned Property Workshop – early November is the preferred target.

3. DANIA AFTER DARK

Update: The October 8th Dania After Dark event featured live performances by Nestor Zurita, a Jazz Saxophonist opener, Nestor has played for high profile clients, including the Clintons and the Obamas. Tomasito Cruz, a 4-time Grammy award winner. In honor of Hispanic Heritage Month, Tomasito will provide, “A musical journey through Cuban rhythms like Cha-cha-cha, Son, Rumba, Afro, Timba, Guaracha, Pilon and Bolero all fused with his passion for Jazz”. Scheduled food trucks/vendors included:

- The Market Milkshake Bar – hand crafted milkshakes
- Four Corners Café – American – tacos, sliders, & bowls
- The Greek – Authentic Greek known for scratch/handmade gyro meat
- Inspir-Asian – Asian cuisine
- Gimme Grillin – BBQ
- Flavor House Grill – Jamaican cuisine
- Tropical Oasis Express – Caribbean cuisine
- Wanda’s Kitchen – Puerto Rican cuisine
- Wontons On Wheels – wontons featuring flavors of from around world
- Jakes Drive-In Burgers – gourmet burgers

The next Dania After Dark event will be held on November 12th.

4. ECONOMIC DEVELOPMENT ACTIVITIES

BRAVO (Business Risk and Value of Operation) Visits: BRAVO visits by our Business Attraction Manager to our businesses and property owners during this past month include:

- **Imeca Lumber & Hardware** (1320 Stirling Rd,) A full-service hardware supplier of doors, custom windows, plywood, laminate flooring, and 1000’s of other products. Imeca has a site plan submitted for a new free-standing store on the recently acquired parcel at Stirling Rd. and Phippen-Waiters Rd. across from Aldi Supermarket. The plans are currently in review and traffic comments are pending.
- **Dania Beach Cleaners** (500 Stirling Rd.) This family operated business is a full-service dry cleaners and laundry has been with a location in Dania Beach for several years. They currently have city contracts for sports team uniforms and guest laundry services with a few of our hotels. A small mom and pop business that that exemplifies great customer service. They are looking to expand in the future.

- **Ikash Designs LLC** (1320 Stirling Rd.): A graphic design business with lead graphic designer Alexis Grullon. She has experience with working in the cosmetics industry with product packaging, design, and marketing. She also does product rebranding, social media, and email marketing campaigns for large and small businesses.
- **Glass Works** (1300 Stirling Rd): Full-service manufacturer of glass/mirrors, cracked glass, backsplashes, beveled mirrors, shower enclosures, partitions, glass showcases and other custom designs. Open to the trade and the public.
- **Padro Custom Furniture** (1210 Stirling Rd) Custom furniture designs for home, office, yachts, and commercial clients. They specialize in reupholstery, one-of-a-kind furniture designs, wall panels, yacht interiors, and custom draperies.
- **Levy Realty Advisors** (1210 Stirling Rd) For 40 years, Alan Levy and his son Josh have represented and sourced commercial and industrial properties throughout South Florida. They provide guidance to investors with financing and structuring real estate deals. They have an impressive list of clients and properties
- **U-TEST** (1320 Stirling Rd) Specializing in digital freelance software design/testing of some of the most iconic brands, such as Uber, Google, McDonalds, Tesla, Delta Airlines, and Starbucks. U-TEST provides testing services and expertise to ecommerce sites in the global community. If you join as a tester (for a fee) on projects, you can earn money testing software.
- **Telephone Man Telecom Supply** (1340 Stirling Rd): Installs commercial and business phone systems. Clients maximize the use of the features of their communication systems. They sell and service refurbished old hard to find phone systems. They also sell networking gear, phones, IP based phone service providers, headsets, paging systems, and fiber optics. They believe in personalized service.

Alliance of Entrepreneurial Resource Organizations (AERO): The AERO Expo scheduled be held at the Dania Beach City Hall. Was postponed due to hurricane Ian. The new date is November 9th.

Event Emcee: Sandy-Michael McDonald, Director, Broward County Office of Economic & Small Business Development

1. Alan B. Levan NSU Broward Center of Innovation
2. Broward County Library Creation Station
3. Broward County Office of Economic & Small Business Development
4. Broward College Entrepreneurship Experience
5. Broward SCORE
6. CareerSource Broward
7. City of Hollywood

8. Dania Beach Community Redevelopment Agency
9. FSU, Jim Moran Institute for Global Entrepreneurship
10. Greater Fort Lauderdale Alliance
11. National Development Center (NDC)
12. Network for Teaching Entrepreneurship
13. Small Business Development Center & PTAC, FAU/SBA
14. Urban League of Broward County

5. PATCH:

The CRA has planned the following fall and holiday programs:

- The Fall Farm Market on November 19, 2022
- The Holiday Farm Market on December 17, 2022
- We are opening the PATCH in October for walk in purchases daily Monday to Friday, from 8:00am to 11:00am so residents will be able to obtain fresh produce. Online sales are continuing.
- Volunteer activity continued. Nova Southeastern Medical Students returned as promised. Photos are attached.
- We are working on placing the order for the new PATCH shed which will support the daily sale of produce. The PATCH is also selling value added items, such as dried herbs, infused oils and vinegars, and PATCH Merchandise.
- We are hiring an experienced growing consultant to create a new planting program to maximize production and facilitate the produce sales program. This program was made possible by the Spirit Charitable Foundation Grant.
- The Community Supported Agriculture CSA produce Box and Prescription Rx program with Memorial Hospital will restart in November.
- We have renewed our Agreement with Feeding Florida/Fresh Access Bucks (FAB). This continues our strategic partnership with the program that makes our produce affordable and accessible through the Supplemental Nutrition Assistance Program (SNAP).
- Dania Beach Love Our Nation Group (LON) is a program dedicated to educating children on growing produce, composting, and community outreach. Working with the CRA and Urban Health Partnerships, LON is starting their fall program in October and plans to continue their distribution of PATCH produce by bicycle to seniors.
- We are continuing our collaboration with Urban Health Partnerships (UHP) and they are seeking PATCH participation in sustainability programs. We will be announcing additional programs with UHP.



Nova Southeastern University
Medical Students
Volunteer at the PATCH

October 2022

MINUTES OF HYBRID BUDGET WORKSHOP
DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY
TUESDAY, SEPTEMBER 6, 2022 – 5:00 P.M.

1. Call to Order/Roll Call

Chair James called the meeting to order at 5:03 p.m.

Present:

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

2. Budget Presentation

Director Chen noted the budget process this year was different from last year and he reviewed the information included in the agenda packet. The total CRA budget this year is \$3,030,000, which is a decrease of \$419,000 from 2022.

3. Budget Discussion

Chair James said she wanted to know what the miscellaneous seafood revenue was.

Frank DiPaolo, Chief Financial Officer, said \$667,000 of the budgeted revenue is for the Celeste project. He is not sure why it is comingled with the Arts and Seafood Celebration as it has nothing to do with it.

Chair James asked about the Celeste/Trion accounting.

Director Chen noted the \$667,000 remaining obligation will be claimed. He explained the line-item accounting.

Chair James asked about the reserves for 2023. She commented we have no reserves; it shows zero.

Director Chen explained he relied on Finance for the revenue/reserve accounts to be filled out. The first column is the 2022 budget. Under 2023, it ranges from interest and other earnings and miscellaneous revenues and transfers from the General Fund.

Board Member Davis said the only clarification she needed is the differentiation of roles between what the CRA and the City are investing for the Arts and Entertainment District. Let us define the roles for each entity so we are clear.

Director Chen responded he did not have a line item specific to the Arts and Entertainment District; however, he included anticipated expenses that would go toward the district. He addressed the line item expenses for this purpose. Regarding the City allocation of CDBG funds and allocations specifically identified for the Arts and Entertainment District, he has spoken to City Manager Garcia to develop strategies together. There is an anticipation of the CRA sharing ideas with the City.

Board Member Davis noted if we could know ahead of time, it is prudent to have the information in advance to see what the line items are going towards.

Director Chen said he will try to develop more detail on it. He has included in this budget the Complete Streets design, which is what they discussed regarding a collaborative outcome.

Chair James asked how much money is allocated for the Arts and Entertainment District that Director Chen put in other places.

Director Chen explained in total, it looks to be approximately \$150,000; District Stimulus Incentives of \$70,000, Business Attraction and Expansion Grants of \$55,000, the Complete Streets Engineering of \$50,000; Incubator Cost and CRA office of \$60,000 for rent and an additional \$15,000 for operating expenses to set up a strong Arts and Entertainment District.

Chair James asked if there was conversation about the incubator with the City and with duplicating efforts here at City Hall and at the incubator.

Director Chen noted he worked with Chief Financial Officer DiPaolo, on this. There is not a duplication of effort; the additional IT support is for a secure internet connection.

Chair James said she is not on board with the satellite office.

Vice-Chair Salvino commented he thinks the incubator would work but it is how we approach it. He does think about the Arts and Seafood Celebration, the PATCH, and developments we are doing in the City. He felt there should be admission for the Arts & Seafood Celebration and questioned why, with such a great program, we do not charge admission and instead fund the program from the City. The funds coming back from that could be put for other programs. Regarding the PATCH, we could use the undeveloped lots for more affordable housing in the area. There are a lot of things we do in the CRA that costs us a lot of money. There are so many different ways we are spending money; we could put those funds to the betterment of the City.

Board Member Lewellen noted she has been saying for years there should be a fee for the Arts and Seafood Celebration; a minimal fee, maybe \$5.00 per person for adult admission. Regarding

the Complete Streets and the Arts and Entertainment District, she asked how the arrangement is with the City.

Director Chen responded he has had some conversation with the City; he understands the City has two target streets for the Arts & Entertainment District. The City's priority right now is the NW 1st Street corridor. Basically, that is one side of the corridor; the other is the West 1st Avenue corridor.

Board Member Lewellen asked if there had been discussion, for example, of the certain aspects of the street, whether it is going to be the arts component or the street improvement aspect. We are all trying to understand the breakdown.

Director Chen said he sees the Complete Street program; Community Development and Public Services have handled all the activity to date. It is the NW 1st Street corridor. As the CRA, he is looking to the West 1st Avenue corridor as the economic development aspect. The CRA has a more active role there because of what we would be bringing there.

Board Member Lewellen felt it would be good to have a CRA presence on US-1 as opposed to coming to City Hall.

City Manager Garcia noted she was present virtually.

Chair James commented we are getting ARPA monies for the City of \$500,000; she is uncomfortable with the CRA spending \$150,000 without a plan.

City Manager Garcia explained she met with Director Chen, Business Attraction & Investment Manager Harris, and Deputy City Manager Sosa-Cruz last week to be ready for this meeting. With the \$500,000 the City set aside, we are focusing on the area from Grampa's to Dania Beach Boulevard, over to Nyberg Swanson. We are working with Community Development regarding zoning and will be working with Parks & Recreation regarding green space on that campus; also, with art in public places. We will be working with Public Services to look at the street from Grampa's to the Post Office to make the street pedestrian friendly. From discussions last week, Director Chen's \$150,000 would focus on complete streets and connectivity. Director Chen having money in his budget to focus on connectivity was what we discussed the CRA money would be focused on.

Director Chen noted the money he put in the CRA budget was to try to fill stores and tie them to the West 1st Avenue corridor; that was his intent for CRA money. Regarding the Complete Streets project, we have the same concept of Phase I and he addressed it.

Chair James said so Director Chen not doing connectivity. We are not on the same page; City Manager Garcia said connectivity and Director Chen said it is not connectivity. She questioned where the connectivity is.

Director Chen responded the connectivity he is working on is to bring the traffic to the West 1st Avenue corridor.

Board Member Lewellen noted part of it is bringing the whole City together and she feels this is something being missed completely.

Chair James said we can create a project for them to do and asked Board Member Lewellen what she is asking.

Board Member Lewellen commented she wants to use the money for connectivity.

Board Member Davis agreed with the connectivity project but does not want to cancel out the incubator project.

Chair James questioned if it leaves us with \$90,000.

Director Chen explained nothing he said suggests the CRA is excluding themselves from NW 1st Street; those two corridors are intercepting each other. It is the way to connect the north/west business district as well as the east/west business corridors. It needs to be done in phased projects. Doing 2-3 block segments is the connectivity he thinks the Board is looking for.

Chair James suggested keeping the incubator, but everything else for the Arts and Entertainment District should go to connectivity.

Board Member Odman said ever since we had the CRA Board meeting with the arts people, it is not crystal clear to her what these projects are. She does not understand. She hears what the City Manager said and understands it; then Director Chen says something different. Usually, after enough time, she gets what the City Manager says, and she can explain it to someone else. She does not get that from Director Chen. She is lost on what Director Chen explained about connectivity and not fully understanding the projects.

City Manager Garcia explained the City's piece. The City is focusing only from Grampa's all the way to Dania Beach Boulevard, to where the Post Office begins which is at the end where the Women's Club is; with this \$500,000 from Grampa's to the Women's Club, including the City Hall campus.

Board Member Odman asked what part of the connectivity the CRA is doing.

Director Chen responded that segment of corridor is also critical to the CRA plan. Part of that is to create an environment that is walkable, café space, and event space; we are talking about very much the same thing. The piece the CRA can bring to the table, such as the incubator, has a very good chance to get federal funding. It will leverage everything we want to do. One thing we want to do is the burying of the overhead power lines in this corridor; we are talking about the same corridor.

City Attorney Boutsis said if she understands it correctly, the CRA is not investing in infrastructure but using the grants to focus on this area.

Director Chen noted that is correct with one exception; he did put money in the budget to accelerate the engineering to make the application for funding.

Chair James said she wants to be clear when saying using those funds for the businesses. She had a conversation with Director Chen about giving one of the businesses \$50,000 to move to Dania Beach. She is not in favor of paying businesses \$50,000 to come here.

Director Chen addressed a Business Attraction and Retention Grant Program he intends to bring to the Board. He has funding in the budget to fund the growth of businesses along the corridors. Regarding the \$50,000, there are catalyst type of businesses that would help Dania Beach create the identity. He did not make a specific proposal.

Chair James commented if it is something we are going to fund, Director Chen said he has another grant program, and they are not very successful. She wants to know specifics of what the money is for. Director Chen is having the Board approve money in placeholders. He told her \$50,000 is going to some business; our own businesses are being turned away. We are in a place now that we do not have to give money to anyone to come here. She wants to be clear on what she wants to support. She wants to know exactly where it is going. Right now, there are very little plans of what Director Chen is asking for.

Chief Financial Officer DiPaolo noted to be clear, there is \$50,000 in Complete Streets Engineering, \$70,000 in District Stimulus Incentive and \$55,000 for Business Attraction funding, for a total of \$175,000 available for this discussion.

Director Chen said he does have a draft of the business incentive program. He is confused as a couple of weeks ago, we talked about the incubator, and it did not make sense to talk about it without the budget discussion. He does have a draft program for a business expansion and incentive grant and has asked for \$50,000 to support that.

Chair James commented it did not make sense to make a financial decision on whether we wanted the incubator when there are still questions. She asked what the hours of the incubator program will be.

Director Chen responded he has the information, and it will be on the agenda next week.

Chair James said Director Chen is not prepared; we should not decide financially without the budget discussion first.

Vice-Chair Salvino noted we are going back and forth. He recommends we approve the funding Director Chen is asking for, then when he brings the programs to us and if we do not like it, we deny it; for each individual item that comes up. We should approve the funding and if it is not used, it should be put it in next year's budget.

Chair James asked how much is in reserves for the CRA.

Director Chen said we do not have any reserves this year.

Chief Financial Officer DiPaolo noted the budget before the Board is using all the available CRA reserves to support the budget this year.

Vice-Chair Salvino questioned if something comes up down the road and we do not use the funds, if there is a way we can take from our General Fund and add that to it later.

Chief Financial Officer DiPaolo explained CRA funding is just a transfer from the General Fund. If an initiative comes up, the Commission could allocate additional funding.

Chair James said the CRA properties have become highly polluted or trashed and she would like to fence in those properties. She would like money in the budget for that.

Vice-Chair Salvino suggested perhaps we should put a list together of things we want done and submit them to Director Chen. He would not be content deciding on each property without knowing the complete status.

Chair James noted typically, we would bring projects to a budget workshop that we want to see done, like signage. As for fencing in those properties, we cite other people, and we are not doing a good job of keeping up with our own properties. She is not sure how we are to maintain the properties we have; at least we could put a fence around them.

Vice-Chair Salvino said if the CRA cannot handle them, they need to return them back to the City. Each lot should be put up on the screen and we need to decide what we are going to do with them. We need to make a decision on what to do with each parcel. He is not opposed to fencing them in but does not think it is going to get us anywhere.

Chair James addressed the lot on West Dania Beach Boulevard; she sees tents on it, it is nasty and is a representation on us. She is not opposed to selling a property, as long as it is not only market value; we need to give opportunity to people living in the CRA. If we can sell those properties and put a restriction on them, she would not be opposed but she would not want to sell a lot to keep the market rate. We have to look at who we are serving and where these homes would be.

City Manager Garcia agreed with Chair James; with buildable lots we could sell them with a caveat of affordable housing or an RFP for affordable/workforce housing. With the unbuildable lots, we could do community parks or dog parks; we can augment our green space footprint for parks.

Director Chen said the CRA Board needs to have a discussion on all the lots. At the next meeting, he has a discussion item on the CRA properties. He wants to do a publication; this is a discussion that needs to happen.

Board Member Lewellen noted she is listening and not sure if these are good ideas. She is not opposed to a publication, but perhaps it would be a good idea to have a workshop about the properties to discuss, then determine which ones we put in a publication. Fencing the properties

is not a good idea; we should workshop it and put this on the back burner now. We should look at them individually and not put them in as a budget item now.

Director Chen said we will step up monitoring on this; we do drive-bys and we have a lawn service to cut these properties. We will step that up so it will be less of a community nuisance.

Chair James commented she does not understand how the CRA does not have reserves. Now we have no comprehensive plan for anything, and we are filling the budget up with money that we cannot account for. She does not see why the incubator cannot be virtual. We are giving money and we do not have clear answers. She cannot in good faith support the budget.

Vice-Chair Salvino noted we have to get the budget done; we pass the budget and vote on individual items when they come up. If we are not happy with the program, we deny it. We should allow it to go through the budget. He would not approve anything without an explanation.

Chair James asked if she comes back with projects, whether there will be an issue with where the money is going to come from.

Vice-Chair Salvino said we either get it from the General Fund or sell properties to fund it. Right now, we do not have any answers.

Board Member Odman commented she agrees it is not the best way to do this, but as Vice-Chair Salvino said, it is the way to go now. She suggested going forward with the budget, and as Director Chen brings items forward for Board approval, we vote on them, but fund them now.

Board Member Davis noted she agrees with her colleagues; we need to look at the process for the future. She wants to see documentation on each project brought forward, a comprehensive plan in writing with documentation. She agreed with Board Member Odman's comments about questions from our residents. We need to move forward where we are going now, but in the future, we need documentation and justification.

Chair James asked if there will be a comprehensive plan for the incubator.

Director Chen said yes and addressed his understanding of the budget process. Money is budgeted, then he brings forward specific projects.

Chair James noted she hopes there is more organization and thought to what Director Chen is bringing to the Board and reminded him that he is accountable to them.

4. Adjournment

Chair James adjourned the meeting at 6:15 p.m.

ATTEST:

COMMUNITY REDEVELOPMENT
AGENCY

THOMAS SCHNEIDER, CMC
CRA SECRETARY

TAMARA JAMES
CHAIR – CRA

MINUTES OF HYBRID MEETING
DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY
TUESDAY, SEPTEMBER 14, 2022 – 5:30 P.M.

1. Call to Order/Roll Call

Chair James called the meeting to order at 5:37 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:	Eve Boutsis
CRA Secretary:	Thomas Schneider

2. Citizen Comments

There were no comments at this meeting.

3. Administrative Reports

3.1 Administrative Reports

Director Chen reviewed the information included in the agenda packet, consisting of updates on the Dania Beach Innovation Ecosystem (the Dania Beach Business Academy offered a First-Time Homebuyer program during August), FY2023 CRA Budget, Dania After Dark, economic development activities (BRAVO visits to businesses), Stirling Road Average Annual Daily Traffic (AADT), Alliance of Entrepreneurial Resource Organizations (AERO) (Expo will be held at the Dania Beach City Hall), Florida Festivals and Events Association (FFEA) 28th Annual Convention and Tradeshow (Dania Beach won 10 awards for the 2022 Arts & Seafood Celebration), and the PATCH (Master Plan, Volunteer Program, growing consultant to create a new planting program, revamping of the Prescription Rx program with Memorial Hospital, development of a Prescription Rx program with Chen Medical, CSA produce Box program, educational tours and partnership programs, additional programs with Urban Health Partnerships, online sales, and the Grow City Youth Fall Educational Program).

Director Chen gave a PowerPoint presentation on the FY 2023 proposed budget which is attached to and incorporated into these minutes. Kathleen Weekes, Operations Manager, continued the presentation with the At Home Dania Beach program budget, building, and land. Kisha Eugene, Strategic Communications & Outreach Representative, continued the presentation

with the Arts/Entertainment/Innovation project budget. Bill Harris, Business Attraction & Investment Manager, continued the presentation with the CRA office/IP2MKT Incubator budget and the Trion Public Space Reimbursement budget request.

Chair James asked if this is for the entire budget, including both items on the Consent Agenda.

Director Chen noted this presentation was to address all the line items presented at the budget workshop.

Chair James commented Director Chen said the budget process began in April, but this is September. She is going to ask for several projects and has a series of questions. There are a lot of gaps and not a lot of details. She has a difficult time operating like this; she is not really satisfied with this. She expects the person the Board hired to be knowledgeable. She sees a decrease in this budget when we are asking for money in 2023. She questioned what the CRA's actual budget was last year and this year.

Frank DiPaolo, Chief Financial Officer, explained last year's was an anomaly because of COVID and a lot of carryovers from the previous budget, which artificially inflated the budget. The Trion is an example of a non-recurring expense, so without that in the budget, you would have a significant decrease. There was also some reshuffling of funds for some different initiatives like the Arts and Entertainment District and incubator.

Chair James questioned the reserves and asked if the reserve was added as a part of it.

Chief Financial Officer DiPaolo noted two appropriations, the Trion and \$500,000 for the Smith Store properties, were not spent this year, but are being reappropriated; these are not ongoing things. He described the personnel costs and the core budget and explained the reappropriated reserves and how the gap would be filled.

Chair James said it is misleading to her. She is trying to visualize where all the reserves went; if they went to this budget, then the budget should not be less. She questioned the stated \$75,000 for the incubator; the backup says $\$5,500 \times 12 = \$66,000$.

Director Chen noted it is \$5,000 per month in the lease and the additional \$500 per month is for the secure internet connections; the actual lease amount is \$60,000.

Chair James referenced page 24 in the backup which is why she is asking about the figures. It is not \$81,000 but is \$75,000.

Director Chen said this was no attempt at deception; the monthly costs are broken down in his memo as monthly costs versus one-time costs.

Chair James asked how the Arts and Entertainment District will be activated. She is still trying to find the separation of duties with the City. She questioned whether the CRA efforts are duplicative or if the CRA and City are putting their money together.

City Manager Garcia explained the key here is to work together; it is about our goals based upon the adopted Strategic Plan. She, Deputy City Manager Sosa-Cruz, Director Chen, and Business Attraction & Investment Manager Harris met this week to be clear for tonight's discussion. The \$50,000 is strictly for engineering, which is the first phase; after that, we can look at streets, sidewalks, and lighting. It needs to start with the engineering assessment. That \$70,000 is the focus on activating the back of the house. There is no parking on Federal, so our goal is to get that traffic onto the west side to bring more value to all those properties and make the district attractive.

Chair James said she thought we were doing outdoor dining with ARPA money.

City Manager Garcia noted to do the outdoor dining, the area needs to be assessed to determine things like if all the parking is going away, etc.

Director Chen commented we are on the same page. The Complete Streets project is the public side of it. The \$70,000 is for how we tie the west side of the properties in.

Chair James said she has no issue with the assessment.

City Manager Garcia explained the \$70,000 is for the assessment and engineering. She addressed what would follow the assessment.

Chair James asked how the incubator would help affordable housing.

Director Chen noted affordable housing is a two-sided coin. Broward County is one of the most disparate counties and he addressed what affordable housing is. The incubator is a business activator which draws in new businesses and new jobs; it is a massive way to overcome the challenges of affordable housing. It focuses on people who are most challenged financially.

Chair James questioned if they must have their business in Dania Beach.

Director Chen responded no, but we will make the case Dania Beach is the best place for their start-up business. We are a dynamo of the business sector and an ideal location for start-up businesses because we are the cheapest place on the market.

Chair James noted the slide indicated you can get information and asked if we are having CRA staff there.

Director Chen said yes, it is a CRA office first and a hub for the incubator second. He added yes, we are the CRA, but we talk about the advantages of the City overall as a hub of the mega center of South Florida. It is part of our programming for the CRA and part of the publications/flyers we are doing right now. This is part of what is sold out of the incubator.

Chair James commented she wants the incubator featured on the Department of Energy's website, as Director Chen stated it was the first in the nation.

Director Chen noted he will find out if FIU can make that request.

Chair James said she did not see Trion in this budget.

Director Chen responded the budget is \$677,000 for the Trion/Celeste project.

Chief Financial Officer DiPaolo explained it is in the current year budget because they may be completed this fiscal year; if not, it will be reallocated in the new budget.

Chair James asked which line item it is in the proposed budget.

Director Chen said if he recalls, it is shown in the revenue section because it is pass-through money from the County.

Chief Financial Officer DiPaolo noted it is not in the proposed budget for next year. It is in the budget this year but has no net impact on the budget because it is a pass-through. It will be reappropriated to next year's budget if not used this year.

Chair James commented it seems we are doing numbers and saying we are doing more with less. She asked when we will know if we need to put it in the budget and when payments are complete.

Director Chen responded the requirement is the submission of the Certificate of Occupancy, which looks like it will be in the first quarter of 2023.

Chair James asked what our plans are for an affordable housing program with the RAC coming online.

Director Chen said he agrees, and this was the intention for the 12 properties that are buildable. He proposed in the past that instead of the CRA building those properties, we need to put them out to developers so we do not have to upfront the money to build.

Chair James asked if Director Chen will bring the Board an affordable housing program.

Chen said yes.

Vice-Chair Salvino noted the biggest project we could put out there for affordable housing is to use the property adjacent to the PATCH; there is a lot more opportunity there for a whole building and we could work it with HUD. He thinks we could make it work and is something to think about. Director Chen could bring the Board a presentation.

Director Chen responded in fact, we are exploring what the opportunity may be; however, the land configuration of the PATCH is deceiving. The PATCH is approximately 80 feet wide and 625 feet long. In terms of a Saratoga style development, it is not very conducive. Staff is going to look for alternatives for the PATCH operation and will bring them to the Board.

Vice-Chair Salvino said there is a lot of land owned by the CRA. If we were able to sell the vacant lots and use the money to purchase land from landowners to build a larger building, we could probably buy a bigger spot.

Chair James noted we had money in the budget the last two years for land acquisitions.

Director Chen said it is there.

Vice-Chair Salvino commented we need to appoint someone as a liaison to go after the property acquisition and move forward with it.

Chair James said she wants an affordable housing program created for this budget; Director Chen should be able to come up with some sort of program. As to the revitalization of Federal Highway businesses, we are doing the backside so we should have a program for the business sides on Federal Highway. She would like to put money in this budget for our businesses to eliminate slum and blight on Federal Highway; she wants to put \$100,000 in the budget.

Vice-Chair Salvino noted he would like at each meeting, a project brought forward for the Board to vote on.

Chair James said we would need to allocate money for it; we discussed it at workshop.

Chief Financial Officer DiPaolo explained it is the discretion of the City Commission to allocate from reserves to the CRA.

Board Member Lewellen asked if we need to put that into the budget now, or as projects come up, we discuss them and if approved, request the funding then.

Chief Financial Officer DiPaolo said we did that with \$500,000 for the Smith Store properties. His recommendation is for the CRA to come up with a plan in the first quarter and then do a City budget adjustment to transfer money from the General Fund.

Chair James felt the Board cannot propose any programs because they did not get the budget until late.

Board Member Davis questioned the incubator program; she would first like to get a more projected timeframe and to know what the logistics are and when the program starts.

Director Chen explained if the item is approved tonight and in talking with Skyspaces, it is likely we can have occupancy the first of November. In their proposal, he included their schedule for 2022 and 2023. He added they were looking at two 14-day cohorts per year and he reviewed the prospective program.

Board Member Davis referred to the PATCH and past discussions about doing different things with it. The last thing she remembered we were going to have a PATCH Master Plan. She would like to know if we have moved forward with the Master Plan.

Director Chen explained the CRA Plan update consultant's scope of work was expanded to do a Master Plan for the PATCH site. He expects in the next week or two to set up a workshop to discuss the draft of the plan, which is nearing completion.

Director Chen noted, in reference to Chair James' suggestion for the businesses' exteriors on Federal Highway, our consultant for the CRA Plan update is going to have ideas for this.

Board Member Davis commented that beautifying the front will help them to go to the back.

Director Chen said he does not have a draft of the plan update yet, but this was discussed.

City Manager Garcia noted the \$70,000 for the back of the house could be stretched to the front of the house also.

Chair James commented she would bring her asks/requests for funding to the next CRA Board meeting. We still need improved parking for ADA at the PATCH, among other matters that need to be tended to there. She will bring her three items to the next CRA meeting.

Vice-Chair Salvino said as long as Chair James brings what the cost factors are.

Chair James responded she will work with Director Chen to come up with a number.

The Board agreed.

4. Presentations

There were no presentations on this agenda.

5. Consent Agenda

- 5.1 Minutes:
Approve Minutes of August 23, 2022 CRA Board Hybrid Meeting
- 5.2 Travel Requests: None
- 5.3 RESOLUTION NO. 2022-CRA-005

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY ("CRA") OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING EXECUTION OF A MEMBERSHIP AGREEMENT BETWEEN THE CRA AND SKYSPACES OF DANIA BEACH, LLC, ("COMPANY"), FOR OFFICE SPACE AND SERVICES IN CO-WORKING SPACE LOCATED AT 25 NORTH FEDERAL HIGHWAY, DANIA BEACH, FLORIDA 33004, FOR THE PURPOSE OF OPENING A SATELLITE CRA OFFICE AND ESTABLISHING A FACILITY FOR THE FLORIDA INTERNATIONAL UNIVERSITY ("FIU") / U. S. DEPARTMENT OF ENERGY ("DOE") INTELLECTUAL PROPERTY-TO-MARKET HOSPITALITY

AND TECHNOLOGY INCUBATOR (“INCUBATOR”); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

5.4 RESOLUTION NO. 2022-CRA-006

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA, ADOPTING THE FINAL ESTIMATES OF REVENUE AND EXPENDITURES FOR THE FISCAL YEAR COMMENCING ON OCTOBER 1, 2022, AND ENDING ON SEPTEMBER 30, 2023; APPROPRIATING FUNDS AS MAY BE NEEDED OR DEEMED NECESSARY TO DEFRAY EXPENDITURES AND LIABILITIES OF THE CRA FOR THE FISCAL YEAR; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

6. Proposals and Bids

There were no proposals on this agenda.

7. Discussion and Possible Action

There were no discussion items on this agenda.

8. Board Member Comments

Board Member Davis congratulated Strategic Communications & Outreach Representative Eugene and Operations Manager Weekes for their awards and diligent work.

Board Member Davis spoke about attending Dania After Dark which was a very good event, and which featured amazing music.

Vice-Chair Salvino said Strategic Communications & Outreach Representative Eugene did a great job at DAD and should do it more.

Chair James congratulated Strategic Communications & Outreach Representative Eugene and Operations Manager Weekes for receiving the awards on behalf of the CRA.

9. Information Items

There were no items on this agenda.

10. Adjournment

Chair James adjourned the meeting at 6:53 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 FINAL RENEWAL 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 2023 ARTS AND SEAFOOD CELEBRATION IN AN AMOUNT NOT TO EXCEED FORTY FIVE THOUSAND DOLLARS (\$45,000.00)

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

MC Memo Final Renewal Agmt Standing Ovation LLC, R-2022-CRA- Standing Ovations, LLC Final Renewal of Agreement for Consulting and Production Services for 2023 Arts and Seafood Celebration, Final Standing Ovations Letter of Renewal 2023, Standing Ovations 2019 Executed Agreement

MEMORANDUM

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

From: Michael Chen, Executive Director

Date: October 11, 2022

Re: Final Renewal Agreement with Sanding Ovations LLC for the 9th Annual Production of the Dania Beach Arts and Seafood Celebration (DBASC) 2023

Background

On November 4, 2019 the CRA entered into an Agreement with event producer Standing Ovations LLC through Resolution No 2021-CRA-007. The Agreement provided for three (3) one (1) year renewals for production services, subject to the approval of the CRA Board. Because of the COVID-19 Pandemic, the event was not held in 2020 or 2021 and the Agreement is now only renewable through 2023.

Standing Ovations LLC has proven to be a competent partner in producing the award-winning event. The Company has been responsible for handling all planning, logistics, food and art show management, and design elements to ensure that the event is a major success. The CRA has increased the responsibilities of the company to include Vendor/Contractor management, including contract negotiations/execution and secure all vendor permits, insurance certificates, and agreements in accordance with City policies. They will also coordinate ticket sales and monitor all revenues and expenditure of the event with CRA staff.

The Dania Beach CRA has worked with Standing Ovations on this event for the past eight years and value their professionalism, creativity and ideas which have led to the event's continued growth and success.

The company has accepted the increased responsibilities outlined in the Agreement Scope of Work and expressed interest in continuing to work with the CRA to produce the event in 2023.

Recommendation

The CRA recommends renewing the Agreement with Standing Ovations LLC for the one (1) year renewal for work with producing the 2022 Arts and Seafood Celebration being held on April 1st and 2nd, 2023 at Frost Park. The cost of the renewal shall not exceed \$45,000.

Attachments: Initial Executed Agreement – November 4, 2019
Resolution for the Final One (1) Year Renewal Agreement
Final One (1) Year Renewal Agreement
Letter from Standing Ovations LLC

RESOLUTION NO. 2022-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 FINAL RENEWAL 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 2023 ARTS AND SEAFOOD CELEBRATION IN AN AMOUNT NOT TO EXCEED FORTY FIVE THOUSAND DOLLARS (\$45,000.00); 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, CRA Officials executed Resolution No 2021-CRA-007 authorizing the first renewal to the existing agreement with Standing Ovations dated November 4, 2019 for the production of the 2022 Arts and Seafood Celebration: and

WHEREAS, the Arts and Seafood Celebration was not held in 2021 and as a year was skipped, the initial agreement is only renewable through 2023, making this the Final renewal; and

WHEREAS, Standing Ovations, LLC proposes to provide these services for the 2023 Arts and Seafood Celebration in an amount not to exceed Forty-Five Thousand Dollars (\$45,000.00) 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 October 11, 2022 up to and through April 20, 2023, for the provision of consulting and production services in connection with the 2023 9th Annual Arts and Seafood Celebration; a copy of the Final Renewal to 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 Final Renewal of 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 2023 Arts and Seafood Celebration, will begin on October 11, 2022, and is extended up to and through April 20, 2023. The CRA will pay Standing Ovations, LLC an agreed upon sum in an amount not to exceed Forty-Five Thousand Dollars (\$45,000.00) for production services during the final 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 2022-2023 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 October 11, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CRA SECRETARY

TAMARA JAMES
BOARD CHAIRPERSON

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CRA ATTORNEY

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

This is a final 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 2023 Arts and Seaford Celebration (the “Event”) scheduled for Saturday, April 1st and Sunday, April 2nd, 2023.

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. This would be the final renewal under this 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 October 11, 2022, up to and through April 20, 2023, 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-Five Thousand Dollars (\$45,000.00).

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.

IN WITNESS OF THE FOREGOING, the parties have executed this Renewal on _____, 2022.

CRA:

ATTEST:

**DANIA BEACH COMMUNITY
REDEVELOPMENT AGENCY**

THOMAS SCHNEIDER, CMC
CRA SECRETARY

K. MICHAEL CHEN
EXECUTIVE DIRECTOR

APPROVED FOR LEGAL FORM AND CORRECTNESS:

EVE A. BOUTSIS
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_____ 2022, 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 9th Annual 2023 Dania Beach Arts and Seafood Celebration being held on Saturday, April 1st and Sunday, April 2nd, 2023.

Management and Production services to include the following:

Vendor/Contractor Management.

- Manage and ensure all vendors required to pull permits for the event obtain those permits in a timely manner.
- Obtain all documents required for City Permits.
- Manage Contract negotiations, execute and secure agreements including all required documentation relating to each contract for the following services:
 - Sanitation/Cleaning of Site,
 - Tent and Event Rentals,
 - Electric/Generators,
 - Parking,
 - Signage,
 - Sand Sculptors,
 - Restrooms,
 - Stage,
 - Private Security,
 - Sound and Production personnel
 - Event Ticketing
 - Entertainment
- Monitor revenues and expenditures to maintain sound fiscal management consistent with City requirements.

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.
- Food and Beverage (F&B), arrange for profit sharing for the CRA, event F&B set up and management.
- Children's Activities.
- 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.
- 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.
- 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 Manger/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 five thousand dollars (\$45,000.00) 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 (\$10,000.00) due upon the execution of this Agreement by all parties.
- II. Four Thousand dollars (\$4,500.00) on November 1, 2022
- III. Four Thousand dollars (\$4,500.00) on December 2, 2022
- IV. Four Thousand dollars (\$4,500.00) on January 3, 2023
- V. Three Thousand dollars (\$4,500.00) on February 2, 2023
- VI. Five Thousand dollars (\$5,500.00) on March 2, 2023
- VII. Eleven Thousand dollars (\$11,500.00) on April,10, 2023 after conclusion of event for a total payable amount to Standing Ovations, LLC of \$45,000.



October 4, 2022

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 and renewal of the Dania Beach Arts and Seafood Celebration agreement which will be held on Saturday, April 1st and Sunday, April 2nd, 2023 at Frost Park. As you are aware, we had the privilege to serve as the Event Management team for over the past several 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 Palm Beach North 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

AGREEMENT

THIS IS AN AGREEMENT (the "Agreement") entered into on November 4, 2019, by and between the Dania Beach Community Redevelopment Agency, a public body corporate and politic, under Part III, Chapter 163, Florida Statutes (the "CRA"), with an address of 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, and Standing Ovations, LLC, a Florida Limited Liability Company (the "Consultant") with an address of 2607 West End Road, West Palm Beach, Florida 33406. The City of Dania Beach, Florida (the "City"), with an address of 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, is not a party to this Agreement, but the parties agree that it has certain rights as expressed in this Agreement and that it is intended to be a third party beneficiary of the covenants in this Agreement.

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

1. Scope of Services. The Consultant agrees to perform consulting and production services ("Services" and "Work") in connection with the CRA's 2020 Arts and Seafood Celebration (the "Event"), in accordance with Exhibit "A" to the Request for Proposals, No. CRA-19-002, which Exhibit, RFP, any and all exhibits to it, and the Response from Standing Ovations, LLC to the RFP are attached, made a part of and incorporated into this Agreement by these references. The parties acknowledge and agree that the consulting and production services are to commence after the parties' execution of this Agreement.

2. Term/Commencement Date. This Agreement shall become effective upon execution by both parties and shall remain in effect through April 3, 2020, unless earlier terminated in accordance with Paragraph 8. The CRA Board has the sole option to renew the agreement annually for up to a maximum of three (3) additional one (1) year periods in an amount not to exceed Forty Thousand Dollars (\$40,000.00) for each additional renewal period.

Subcontractors. Consultant may subcontract certain services under the RFP. It is expressly agreed to by the parties, however, that the CRA Executive Director shall approve in advance and in writing any subcontractors and the fees to be paid to them by the Consultant, prior to any subcontractor proceeding with any such subcontracted services.

3. Payment for Services.

3.1. 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. Ten Thousand dollars (\$10,000.00) due upon the execution of this Agreement by all parties.
- II. Five Thousand dollars (\$5,000.00) on October 31st, 2019
- III. Five Thousand dollars (\$5,000.00) on November 30th, 2019

- IV. Five Thousand dollars (\$5,000.00) on December 31st, 2019
 - V. Five Thousand dollars (\$5,000.00) on January 31st, 2020
 - VI. Five Thousand dollars (\$5,000.00) on February 28th, 2020
 - VII. Five Thousand dollars (\$5,000.00) on March 31st, 2020
- for a total payable amount to Standing Ovations, LLC of \$40,000

3.2 The Fee includes full payment, including all consulting and production services, Consultant's subcontractors, overhead and other costs. No travel and meal costs are reimbursable, unless incurred outside of Miami-Dade, Broward and Palm Beach Counties, and such costs have been approved in advance and in writing by the CRA Executive Director. Any such costs are payable at the CRA reimbursement rate.

3.3 Any necessary, additional Work as determined by the CRA's Executive Director and approved in advance in writing by her, that is not covered under the Scope of Services described in attached Exhibit "A", shall not be undertaken without a written amendment to this Agreement to that effect, executed in advance by the parties.

3.4 Consultant shall submit its invoices in the format and with supporting documentation as may be required by the CRA.

3.5 The CRA shall pay Consultant monthly as provided above for services rendered within thirty (30) calendar days from the date of approval of each the Consultant's invoices by the CRA Executive Director. If any errors or omissions are discovered in any invoice, the CRA will inform Consultant and request revised copies of all such documents. If any disagreement arises as to payment of any portion of an invoice, the CRA agrees to pay all undisputed portions of the invoice, and the parties agree to cooperate by promptly conferring to resolve the disputed portion.

3.6 Any invoice which is not timely paid by the CRA, as prescribed above, will be subject to the accrual of interest at the statutory rate prescribed by applicable Florida law.

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

- (a) bodily injury, sickness, disease, death, or injury to or destruction of tangible property, including the loss of use resulting from or any other damage or loss arising out of or resulting or claimed to have resulted, in whole or in part, from any actual or alleged act or omission of the Consultant, anyone directly or indirectly employed or subcontracted by it, or anyone for whose acts any of them may be liable in the performance of the Work;

(b) any violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent rights by Consultant in the performance of the Work;

(c) liens, claims, actions made by the Consultant or any other party performing the Work; and

(d) claims of whatsoever nature related to collection practices or any actions of a contradictory nature pursuant to Contract or in an attempt to collect monies due or claimed to be due to the CRA.

5. Insurance. Consultant shall provide, pay for and maintain insurance and it shall be in force at all times during the term of this Agreement, and any renewal or extension periods of it, including General Liability, Workers' Compensation, and Automobile Liability insurance as stated below:

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

5.1 GENERAL LIABILITY INSURANCE is to include bodily injury, broad form property damage, products completed operations hazard, blanket contractual liability with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) annual aggregate.

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

- Annual Aggregate shall apply "Per Job";
- Both the "Dania Beach CRA" and "The City of Dania Beach, Florida" are to be added as "Additional Named Insureds" under the policy;
- Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04);
 - Respondent's insurance shall be primary and non-contributory;
 - Waiver of Subrogation in favor of the CRA and City;
- 30 Days' Notice of Cancellation or modification to the CRA and the City (if not available on the insurance policies, then Consultant has responsibility for notification to the CRA and City); and
- Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate of Insurance.

Both the CRA and the City shall each be provided a Certificate of Insurance, evidencing the foregoing coverages and additional named insured status requirements.

5.2 WORKERS' COMPENSATION INSURANCE shall be maintained by the Consultant and any authorized subcontractors during the life of the Agreement and any renewal or extension periods of it, and it is to apply to all "statutory employees" of the Consultant (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, for the benefit of the Consultant, its employees, and subcontractors.

If any Services are sublet as authorized in advance and in writing by the CRA Executive Director, and as otherwise addressed in this Agreement or in the RFP, the Consultant shall require any authorized subcontractors similarly to provide Workers' Compensation Insurance for all of the latter's employees, in addition to any coverage afforded by the Consultant, by furnishing statutory limits Part A, and no less than and One Hundred Thousand Dollars (\$100,000.00) employers' liability limits Part B.

IN NO EVENT SHALL THE CONSULTANT BE PERMITTED TO UTILIZE IN THE RENDERING OF THE SERVICES, THE FOLLOWING:

- I) ANY PERSON, EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEE, WHO IS EXEMPTED OR PURPORTED TO BE EXEMPT FROM WORKERS' COMPENSATION INSURANCE COVERAGE; OR**
- II) ANY PERSON, EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEE WHO IS OR WILL BE COVERED BY AN EMPLOYEE LEASING ARRANGEMENT.**

SPECIAL PROVISIONS AS TO WORKERS' COMPENSATION INSURANCE: (to be confirmed on or attached to the Official Certificate of Insurance):

- 30 Days' Notice of Cancellation or modification to the CRA and City (if not available on the insurance policies, then Consultant has responsibility for notification); and
- Waiver of Subrogation in favor of the CRA and City.

5.3 Workers' Compensation insurance shall also be obtained by Consultant, to the extent necessary and required under Florida law, if at all, for any and all independent contractors, volunteers of the Consultant, and for any additional persons who provide services in connection with or conducted at the Event, unless such insurance is not required by law or such individuals are otherwise covered by Workers' Compensation insurance of their respective employers while working at the Event. The decision of the City as to whether coverage is required shall be final. Consultant's employees and agents that are or become engaged in any Work under this Agreement, shall at all times and in all places be under the

Consultant's sole direction, supervision, and control. Neither the CRA nor the City shall direct, supervise, or control any of the Consultant's employees and agents.

5.4 For all independent contractors, volunteers of the Consultant, and for any additional persons providing any services in connection with the Event, Consultant shall either have them execute a Hold Harmless and Indemnity Agreement in favor of the CRA and City before allowing them to provide any services, or require proof of their own Workers' Compensation insurance. **THE HOLD HARMLESS AND INDEMNITY AGREEMENT SHALL BE IN WRITING AND IN A FORM APPROVED BY THE CRA, THE CITY AND THEIR LEGAL COUNSEL, AND THE ORIGINAL EXECUTED AGREEMENT IS TO BE PROVIDED TO, AND HELD BY THE CRA EXECUTIVE DIRECTOR, PRIOR TO ANY SERVICES BEING PROVIDED BY THEM IN CONNECTION WITH THE EVENT.**

5.5 **AUTOMOBILE LIABILITY INSURANCE** shall be maintained with combined single limits of no less than One Million Dollars (\$1,000,000.00), to include coverage for owned, hired, and non-owned vehicles.

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

- Both the "Dania Beach CRA" and "The City of Dania Beach, Florida", are to be added as "Additional Named Insureds";
- 30 Days' Notice of Cancellation or modification to the CRA and the City (if not available on the insurance policies, then Consultant has responsibility for notification); and
- Waiver of Subrogation in favor of the CRA and City.

If the Consultant hires a subcontractor, approved by the CRA, for any portion of any Work, then such subcontractor shall maintain all insurance coverages required of Consultant under this Agreement.

6. Assignment of Agreement.

A. It is understood and agreed to by all parties that this Agreement, in whole or in part, cannot be assigned, sublet or transferred by the Consultant without the prior written consent of the CRA Executive Director. The CRA is relying upon the apparent qualifications and expertise of Kim Reddington, one of the Consultant's principals, and such person's familiarity with the CRA's circumstances and desires relating to the 2020 Arts and Seafood Celebration. In the event Consultant wishes to re-assign or replace such individual, the Consultant shall tender substitutes acceptable to the CRA Executive Director. In the event the CRA Executive Director is not, for any reason or no reason at all, satisfied with such substitute, Consultant shall be considered in breach of this Agreement. Violation of the terms of this paragraph shall constitute a breach of this Agreement by Consultant and the CRA Executive Director may, at her discretion, terminate this Agreement for cause and all rights, title and interest of Consultant in this Agreement shall then cease and terminate.

B. The Consultant acknowledges, understands and agrees that its performance under this Agreement is or may be contingent upon the CRA receiving timely consulting and production services from other consultants or subcontractors (the "Supporting Consultants" or "Subcontractors"). The Consultant agrees to use its best efforts to coordinate its Services with the services of the Supporting Consultants or Subcontractors, and further agrees that in the event the rendition of any services of any of the Supporting Consultants or Subcontractors is delayed, such delay will not entitle the Consultant to any additional compensation or payment of any kind. Furthermore, the Consultant shall not be entitled to an increase in compensation, be entitled to payment of any kind from the CRA for damages or expenses incurred which are direct, indirect or consequential, or other costs and lost profits of any kind including, but not limited to, costs of acceleration, inefficiency or extended overhead arising because of any other delay, disruption, interruption, interference or hindrance from any cause whatsoever, whether such delay, disruption or interference be reasonable or unreasonable, foreseeable or unforeseeable, avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the Consultant for hindrances or delays caused solely by fraud, bad faith or active malicious interference on the part of the CRA. The Consultant shall only be entitled to extensions of time for performance as the exclusive and sole remedy for delay.

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

8. Termination.

A. Termination of Agreement for Convenience. It is expressly understood and agreed that the CRA may terminate this Agreement at any time for any reason or no reason at all by giving the Consultant notice by certified mail, return receipt requested, directed to the principal office of the Consultant, fifteen (15) days in advance of the termination date. In the event that the Agreement is terminated pursuant to this provision, the Consultant shall be entitled to be compensated for the Services rendered from the effective date of execution of the Agreement up to the date of receipt of notice of termination. Such compensation shall be based on the percentage of Services completed, as fairly and reasonably determined by the CRA after conferring with Consultant.

B. Termination of Agreement for Cause. If the CRA elects to terminate the Agreement for cause the CRA will provide Consultant five (5) days' advance written notice. If Consultant promptly cures the matter giving rise to the cause within that time, this Agreement shall continue. If not timely cured, the Agreement will stand terminated and the CRA will pay Consultant for Services completed less any costs, expenses and damages incurred by the CRA as a result of such termination. If a court of competent jurisdiction determines that the termination was not authorized under the circumstances then the termination shall be deemed to be a termination for convenience.

9. Ownership of Documents. All correspondence, studies, data, analyses, documents, instruments, applications, memorandums and the like, including drawings and specifications prepared or furnished by Consultant (and Consultant's independent professional subcontractors or subconsultants) pursuant to this Agreement shall become owned by and be the property of the CRA and the CRA shall consequently obtain ownership of them by any statutory common law and other reserved rights, including copyright; however, such documents are not intended or represented by Consultant to be suitable for reuse by the CRA on extensions of the Services or on any other work or project. Any such reuse, modification or adaptation of such document without written verification or permission by Consultant for the specific purpose intended will be at the CRA's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional subconsultants. If the CRA alters any such documents, the CRA will expressly acknowledge same so that no third party will be in doubt as to the creation or origination of any such document.

10. Notices. Except as provided above, whenever either party desires to give notice to the other, it must be given by written notice, sent by Certified Mail, Return Receipt Requested, and regular U.S. mail and addressed to the party for whom it is intended, at the place last specified for giving notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective persons and places for giving notice:

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

With a copy to: Thomas J. Ansbro, CRA and City Attorney
City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

Consultant: Standing Ovations, LLC
Mr. Stewart A. Auville, President
2607 West End Road,
West Palm Beach, Florida 33406

11. Governing Law; Consent to Jurisdiction

11.1 The law of the State of Florida shall govern this Agreement. This Agreement is not subject to arbitration. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from, or in any way connected with, this Agreement. The parties understand and agree that this waiver is a material contract term and not a mere recital.

11.2 All claims, counterclaims, disputes and other matters in question between the CRA and Consultant arising out of, relating to, or pertaining to this Agreement, or the breach of it, or the services of it, or the standard of performance required in it, shall be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation. If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction in Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction.

12. Attorney Fees and Costs. If the CRA, City or Consultant incurs any expense in enforcing the terms of this Agreement, whether suit is brought or not, each party shall bear its own attorney fees, costs and expenses.

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

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

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

16. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained in it, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

17. Independent Contractor. Consultant and its employees, subcontractors and agents shall be and remain independent contractors and not employees of the CRA or the City,

with respect to all of the acts and Services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties to it. All agents, employees and subcontractors of the Consultant retained to perform Services pursuant to this Agreement, shall comply with all laws of the United States concerning work eligibility.

18. Budgeted Funds. The Consultant understands and agrees that the CRA, during any fiscal year, is not authorized to expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year and that any contract, verbal or written, made in violation of this subsection is null and void and that consequently, no money may be paid on such contract beyond such limits. Consultant shall not proceed with services under this Agreement without the CRA Executive Director's written verification that the funds necessary for Consultant's compensation and other necessary expenditures are budgeted as available within the appropriate fiscal year budget.

19. Conflict of Interest. Consultant warrants and represents that no elected official, officer, agent or employee of the CRA or the City has a financial interest, directly or indirectly, in this Agreement or the compensation to be paid under it, and the Consultant also warrants that no CRA or City employee who acts within the City as a "purchasing agent", as defined in Chapter 112, Florida Statutes, nor any elected or appointed officer of the CRA or the City, nor any spouse or child of such purchasing agent, employee, elected or appointed official is a partner, officer, director or proprietor of the Consultant and that no such CRA or City employee, purchasing agent, CRA or City elected or appointed official, or the spouse or child of any of them, alone or in combination, has a material interest in the Consultant. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of the Consultant.

20. Compliance with Laws. Consultant shall comply with all federal, state and City laws applicable to the Consultant's consulting and production services, and specifically those covering Equal Opportunity Employment, the Americans With Disabilities Act ("ADA") and is eligible to perform such Services as specified in the Florida Public Entity Crime law. The Consultant is expected to fully comply with all provisions of all laws and the CRA and the City reserve the right to verify the Consultant's compliance with them. Failure to comply with any laws shall be grounds for termination of this Agreement for cause.

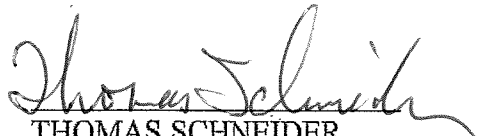
21. Terms Controlling. In the event of any conflict between any provisions of this Agreement and any provision in any attached Exhibit or documents, the parties agree that the provisions of this Agreement are controlling (including, but not limited to, all terms and provisions governing compensation).

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

CRA:

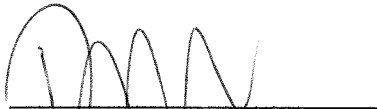
DANIA BEACH COMMUNITY
REDEVELOPMENT AGENCY

ATTEST:


THOMAS SCHNEIDER
CRA SECRETARY


RICKELLE WILLIAMS
EXECUTIVE DIRECTOR

APPROVED FOR LEGAL FORM AND CORRECTNESS:


THOMAS J. ANSBRO
CRA ATTORNEY



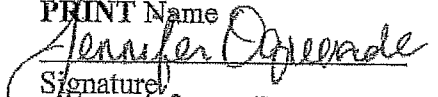
WITNESSES:



Signature

Coralie F. VALDES

PRINT Name



Signature

Jennifer Oquendo

PRINT Name

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me on October 31 2019, by Stewart Auvill, as President of Standing Ovations, LLC, a Florida Limited Liability Company, on behalf of the company. He is personally known to me or has produced Florida Driver License, as identification

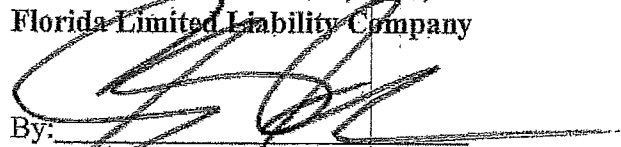


BRICE LORIN BRADSHAW
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG005979
Expires 9/8/2020

My commission expires:

CONSULTANT:

STANDING OVATIONS, LLC, a
Florida Limited Liability Company



By:

STEWART AUVILLE

PRINT Name

PRESIDENT
Title



NOTARY PUBLIC
State of Florida

EXHIBIT "A"

STANDING OVATIONS

SCOPE OF SERVICES

Provide production and management services for the 8th Annual 2020 Dania Beach Arts and Seafood Celebration being held on Saturday, March 28th and Sunday, March 29th, 2020.

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.
- Wrestling Show Site Plan layout and implementation
- Vendor/Contractor Management
- Food and Beverage 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 strategies
- Dania Beach 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 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 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.
- Manage, set up oversee Wrestling Show to ensure all details are provided
- Work with the Casino at Dania Beach 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 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

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 SALE OF A CRA-OWNED PROPERTY LOCATED AT 509-511 NW 3RD TERRACE, DANIA BEACH, FLORIDA (“PROPERTY”) TO TURN TWO CONSTRUCTION FOR THE PURPOSE OF REHABILITATING THE PROPERTY FOR USE AS A TWO-UNIT DUPLEX FOR LOW-INCOME AFFORDABLE HOUSING (80% AMI); AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE DEED, WITH RESTRICTIVE COVENANT REQUIRING 30 YEARS OF AFFORDABLE HOUSING (80% AMI) AND RELATED DOCUMENTS FOR THE PARCEL FOR THIS PURPOSE

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo 509 - 511 NW 3 Ter 101122, R-2022-CRA- Turn Two Construction Bid Award for Sale of CRA Property Located at 509-511 NW 3rd Terrace (RFP CRA-22-028), Attachment A Legal Description, 509-511 NW 3 Ter - Pub Notice, BCPA 509-511 NW 3 Ter, MVG RFP Proposal, Turn Two RFP Proposal

MEMORANDUM

To: Dania Beach CRA Chair, Vice Chair and Board of Directors

From: Michael Chen, Executive Director

Date: October 11, 2022

Re: **CRA-OWNED PROPERTY: 509-511 NW 3RD TERRACE**

Background: The property located at 509-511 NW 3rd Terrace (Folio No. 5042 34 06 0230 - attached), was foreclosed by Wells Fargo Bank in 2009. In 2012, Wells Fargo transferred the property to the City of Dania Beach for \$5,000. In 2019, the City transferred the property to the CRA for \$100.



Property Description/Condition: The land is 5,022sf, with a building of 2,512sf, built in 1982. Due to its history of foreclosure and long-term vacancy, the property is in a state of disrepair. The CRA engaged HomeTeam Inspection Service to conduct an evaluation of the overall condition of the dwelling. The inspection found the structure to be solid, but significant repairs are needed, summarized as follows:

- Complete roof replacement and some roof structure;
- Replace windows and doors;
- Water lines and sewer lines need to be checked, replace water heaters;
- Replace electrical meters/supply wires, electrical panels, check system;
- Material damages on the interior walls/ceilings, potential damage in wall cavities;
- Several cabinets and countertops are not in serviceable condition;
- Household appliances were missing;
- A/C condensers are missing and the air handlers were damaged/incomplete;
- Evidence of wood destroying organism (WDO) was observed - treatment required.

Appraisal Value: In February, the CRA engaged J Baylor Enterprise, Inc to provide an appraisal of the duplex. Baylor was selected because they have specific experience in evaluating damaged properties, The CURRENT CONDITION appraised value is \$295,000. An estimate of the VALUE AFTER REPAIRS is \$420,000 - \$450,000

According to the appraisal, the major repairs are estimated to be \$133,000 (just major repairs). Based on this estimate and the appraised value, the total cost of making this a livable dwelling is \$428,000, which exceeds the low end of the estimated value after repairs and leaves no room for contingencies.

With the assistance of the Miami-Dade Housing Foundation, the CRA obtained estimate of rehab costs from a licensed general contractor, Nova Building Group. Their estimate of rehab costs is \$200,000. Coupled with the CURRENT CONDITION appraised value of \$295,000, the total cost of making this a livable dwelling is \$495,000, which exceeds the estimated value after repairs.

Posted Sale/Notice: With the approval of the CRA Board to publish the property for sale as low-income affordable housing (80% AMI), the CRA initiated RFP No. CRA-22-028, opening on August 5, 2022 and closing on September 19, 2022. In accordance with Florida ss163.380, the CRA published notice of its interest in selling a CRA-owned property on August 19, 2022 (published notice attached). The notice specified the sale is for the use of low-income affordable housing for a minimum of 30 years and referred interested parties to the RFP posted on DemandStar and the City website. At the request of interested parties, two “open house” inspections at the property were held.

Update: As of the RFP deadline, three responses were received. Purchasing disqualified one of the submittals as “non-responsive”. The two qualified responses are from:

- MVG Consulting LLC, a WBE/MBE construction management, is based in Pembroke Pines. They are working with Len and Graham Construction, Inc, a licensed general contractor based in Lauderdale Lakes. (RFP Response attached)
- Turn Two Construction, a WBE/MBE real estate development and licensed general contractor, is based in Pompano Beach. (RFP Response attached)

Led by Sasha Ramos, Procurement Administrator, the RFP Selection Committee met on September 26. Each committee member stated their observations of the proposed terms of each response, followed by an engaged discussion about the positives/negatives of each proposal. The committee reached a unanimous conclusion to recommend the Turn Two proposal to the CRA Board. The major points leading to the conclusion are compared in the matrix below:

Major Factor	MVG	Turn Two
MBE/WBE Business	YES	YES
Years In Business	2	<1
Primary Business	Const. Mgmt.	Lic Gen Contractor
Experience w/ Aff'd Hsg.	YES	YES
Business Location	Pembroke Pines	Pompano Beach
Purchase Price Offer	\$100,000	\$150,000
Project Strategy	Rehab	Rehab
Rehab Budget	\$155,000	\$320,000
Est. Rehab Time (days)	90	225
Rehab Time Realistic?	NO	YES
Financial Capacity	Low-5 Figures	Mid-6 Figures
Project Financing / Program Assistance Fund	SOAR - NDC Community Impact Loan Fund *	SE Florida Community Development Fund, Inc. (SFCDFI) **

* The **Southern Opportunity And Resilience (SOAR) Fund** provides flexible, affordable capital and free business support services to small businesses and nonprofits across the south and southeast to help them navigate and rebuild from the Covid-19 economic crisis.

** SFCDFI is committed to the following business activities:

- Providing construction financing to build affordable single-family homes to first time minority homebuyers; and
- Helping disadvantaged small businesses and start-ups by providing loans and development services that will result in successful businesses, the creation of jobs, and promote economic and community development

Recommendation: The CRA, supported by the RFP Selection Committee, recommendation, requests the Board approval the sale of the property located at 509-511 NW 3rd Terrace, Dania Beach, FL, to **Turn Two Construction** with appropriate terms and conditions, including the following:

- The purchase price of \$150,000.
- The property will be sold in an “AS IS” condition.
- The rehabbed property must be leased or sold as low-income (80% AMI) affordable housing, enforced for a period of thirty (30) years. This condition will be secured by an executed and recorded Restrictive Covenant.

Attachments: BCPA Folio No. 5042 34 06 0230
 August 19, 2022 Published Notice
 MVG Consulting LLC RFP Response
 Turn Two Construction RFP Response

RESOLUTION NO. 2022-CRA-008

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE SALE OF A CRA-OWNED PROPERTY LOCATED AT 509-511 NW 3RD TERRACE, DANIA BEACH, FLORIDA (“PROPERTY”) TO TURN TWO CONSTRUCTION FOR THE PURPOSE OF REHABILITATING THE PROPERTY FOR USE AS A TWO-UNIT DUPLEX FOR LOW-INCOME AFFORDABLE HOUSING (80% AMI); AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE DEED, WITH RESTRICTIVE COVENANT REQUIRING 30 YEARS OF AFFORDABLE HOUSING (80% AMI) AND RELATED DOCUMENTS FOR THE PARCEL FOR THIS PURPOSE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, at the April 12, 2022 CRA Board meeting, the CRA Board, discussed the two-unit duplex located at 509-511 NW 3rd Terrace (Folio No. 5042 34 06 0230), which is owned by the CRA and which the CRA Board, by motion and consensus, desires to sell the Property for rehabilitation for use as a two-unit duplex for low-income affordable housing (80% AMI); and

WHEREAS, the CRA initiated RFP No. CRA-22-028 on August 5, 2022, and closed the process on September 19, 2022; and

WHEREAS, in accordance with Florida Statutes Section 163.380, the CRA published notice of its interest in selling a CRA-owned property on August 19, 2022; and

WHEREAS, the Redevelopment Plan goals include (1) eliminate substandard housing and provide affordable housing alternatives; (2) redevelop the CRA in a manner that is energy efficient and sustainable; and (3) enhance redevelopment activities through an active marketing strategy that supports redevelopment initiatives; and

WHEREAS, there were two qualified proposals that complied with the CRA’s RFP requirements, which proposals came from (1) MVG Consulting LLC, and (2) Turn Two Construction; and

WHEREAS, although the appraised value for the CRA’s parcel exceeds the proposed sale price, the CRA Board believes it is in the best interests of the CRA to authorize the sale below appraised value in order to rehabilitate the property and to provide additional home ownership low-income housing within the community, and to ensure the continued existence of said low-income housing through the placement of a 30-year restrictive covenant on the property; and

WHEREAS, the CRA believes that conveying the CRA-owned Property to one of the qualified proposers will facilitate the restoration of a vacant two-unit duplex in bad repair to an occupiable condition serving the needs of low-income qualified families; and

WHEREAS, the sale will be subject to the execution of a Restrictive Covenant to maintain the two-unit duplex as low-income affordable housing (80% AMI) for thirty (30) years;

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

Section 2. That the CRA Board approves the conveyance of the Property, which is legally described in Attachment "A", to Turn Two Construction at the price of One Hundred Fifty Thousand Dollars (\$150,000.00).

Section 3. That the CRA authorizes the proper City officials to execute a purchase and sale contract, with associated deed for the Property, in substantially the form approved by the City Attorney. As part of the conveyance of the Property, the purchaser shall be required to agree to and record a 30 year restrictive covenant requiring the duplex property to be utilized for low-income affordable housing at no more than 80% AMI.

Section 4. That the CRA shall record in the County public records the deed and shall provide a copy of such recorded instrument to the CRA Board within thirty (30) days of execution and final acceptance.

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 October 11, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CRA BOARD SECRETARY

TAMARA JAMES
CRA BOARD CHAIR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CRA BOARD ATTORNEY

ATTACHMENT A
LEGAL DESCRIPTION
509 NW 3rd TERRACE, DANIA BEACH, FLORIDA 33004

Lots 40 and 41, Block A, of Hansen & Nelson's Subdivision, according to the map or plat thereof as recorded in Plat Book 3, Page 76, of the Public Records of Miami-Dade County, Florida, said lands situate, lying and being in Broward County, Florida.

Property Address: 509 NW 3rd Terrace, Dania Beach, Florida 33004

BROWARD

STATE OF FLORIDA
COUNTY OF BROWARD:

Before the undersigned authority personally appeared SCHERRIE A. THOMAS, who on oath says that he or she is the LEGAL CLERK, of the Broward Daily Business Review (k/a Broward Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Fort Lauderdale, in Broward County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

P031-000119 - INTEREST IN SELLING A CRA-OWNED
PROPERTY - DANIA BEACH COMMUNITY REDEVELOPMENT
AGENCY (CRA)

in the XXXX Court,
was published in said newspaper by print in the issues of
and/or by publication on the newspaper's website, if
authorized, on

08/19/2022

Affiant further says that the newspaper complies with all
legal requirements for publication in chapter 50, Florida
Statutes.

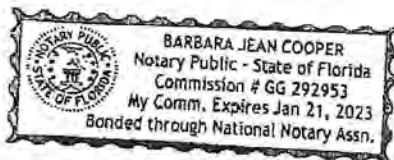
Scherrie A Thomas

Sworn to and subscribed before me this
19 day of AUGUST, A.D. 2022

Barbara Jean Cooper

(SEAL)

SCHERRIE A. THOMAS personally known to me



**INTEREST IN SELLING A
CRA-OWNED PROPERTY**

In accordance with Florida ss163.380
(Disposal of property in community
redevelopment area), the Dania Beach
Community Redevelopment Agency
(CRA) hereby provides notice of its
interest in selling a CRA-owned property,
with an existing 2-unit duplex in need
of rehab/redevelopment.

THE SALE OF THE PROPERTY
WILL BE MADE ON A STRICTLY
"AS IS" "WHERE IS" BASIS AS OF
THE CLOSING DATE, AND SELLER
MAKES NO WARRANTY OR REP-
RESENTATION, EXPRESS OR IMPLIED,
INCLUDING, ANY WARRANTY OF
QUANTITY, QUALITY, CONDITION,
HABITABILITY, MERCHANTABILITY,
SUITABILITY, OR FITNESS FOR A
PARTICULAR PURPOSE, ANY
IMPROVEMENTS LOCATED THEREON
OR ANY SOIL CONDITIONS RELATED
THERE TO.

The CRA has issued a Request
For Proposals (RFP No. CRA-22-028)
for the acquisition of a CRA-owned
duplex, located at 509-511 NW 3
Terrace, Dania Beach, FL 33004
(BCPA ID: 5042 34 06 0230) to be
renovated or rebuilt as for-rent or
for-sale low income affordable (80%
AMI) housing. The duplex is built on a
land parcel of approximately 5,022
square feet, with each unit encom-
passing approximately 1,170 square
feet (2,340 square feet) and currently
configured as 2 bedroom/1.5 bath-
room units.

The RFP contains details about the
property, the instructions to interested
respondents, and a copy of the DEC-
LARATION OF RESTRICTIVE COV-
ENANTS that will be recorded at the
sale of the property to enforce the
low income affordable (80% AMI)
housing requirement for a minimum
of thirty (30) years. The RFP can be
found online at:

- DemandStar:
[https://www.demandstar.com/
app/limited/bids/402254/details](https://www.demandstar.com/app/limited/bids/402254/details)
- City website:
[https://daniabeachfl.gov/bids,
aspx?bidID=313](https://daniabeachfl.gov/bids.aspx?bidID=313)

Any party interested in making a
proposal for the acquisition of this

property should secure a copy of
RFP No. CRA-22-028 and follow the
instructions for responding. Sealed
Responses must be received by
10:00 a.m. EDT on September 19, 2022
("Proposal Submittal Deadline") and
must be submitted electronically on
DemandStar, the City's designated
electronic bidding system.

Any questions should be directed
to the contact below. The CRA reserves
the right to select any proposal it
deems in the best interest of the
CRA, in its sole discretion, or to reject
any or all proposals received.

SEE ATTACHED



Site Address	509-511 NW 3 TERRACE, DANIA BEACH FL 33004	ID #	5042 34 06 0230
Property Owner	CITY OF DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY	Millage	0413
Mailing Address	100 W DANIA BEACH BLVD DANIA BEACH FL 33004-3643	Use	08
Abbr Legal Description	HANSEN & NELSON SUB 3-76 D LOT 40,41 BLK A		

The just values displayed below were set in compliance with [Sec. 193.011](#), Fla. Stat., and include a reduction for costs of sale and other adjustments required by [Sec. 193.011\(8\)](#).

* 2022 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2022*	\$30,130	\$75,080	\$105,210	\$105,210	
2021	\$30,130	\$75,080	\$105,210	\$105,210	\$216.00
2020	\$30,130	\$75,080	\$105,210	\$105,210	\$144.00

2022* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	\$105,210	\$105,210	\$105,210	\$105,210
Portability	0	0	0	0
Assessed/SOH	\$105,210	\$105,210	\$105,210	\$105,210
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type 15	\$105,210	\$105,210	\$105,210	\$105,210
Taxable	0	0	0	0

Sales History

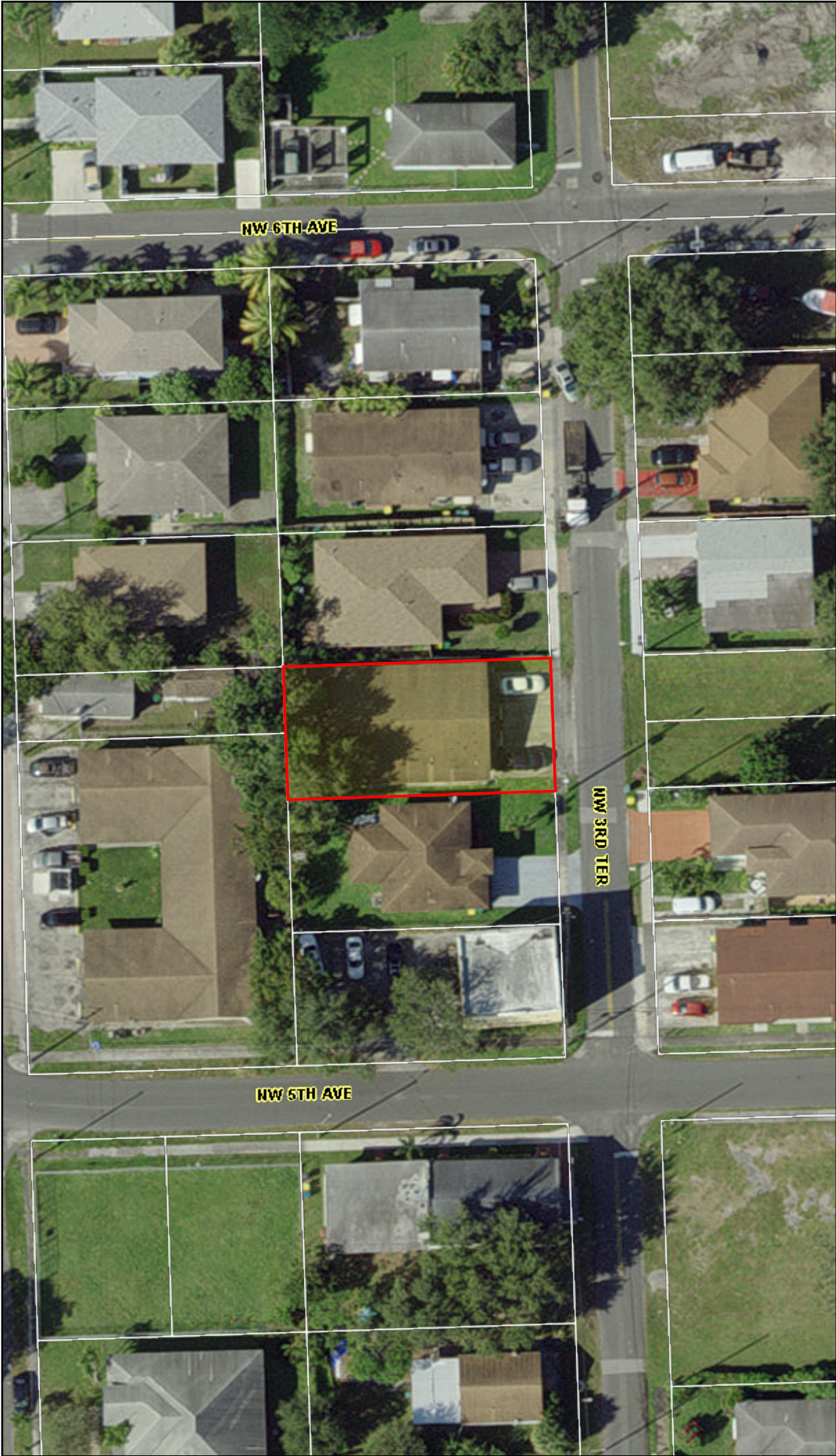
Date	Type	Price	Book/Page or CIN
7/15/2019	QCD-T	\$100	115961678
3/30/2012	SWD-D	\$5,000	48739 / 1549
3/2/2011	CET-D	\$50,100	47815 / 1356
2/8/2011	VCT-T		47728 / 441
8/18/2009	CET-T	\$100	46467 / 500

Land Calculations

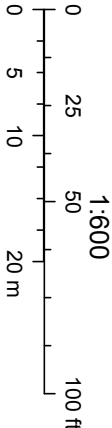
Price	Factor	Type
\$6.00	5,022	SF
Adj. Bldg. S.F. (Card, Sketch)		2512
Units		2
Eff./Act. Year Built: 1983/1982		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
04						DS		
R								
2						3.6		



January 3, 2022



**DANIA BEACH COMMUNITY
RECONSTRUCTION AGENCY**

**REQUEST FOR PROPOSALS (“RFP”)
FOR THE SALE OF A CRA-OWNED DUPLEX
FOR USE AS LOW-INCOME AFFORDABLE
HOUSING**

RFP NO. CRA-22-08



Company Name: MVG Consulting LLC

Date: September 19, 2022

Bid Name: DANIA BEACH COMMUNITY
RECONSTRUCTION AGENCY, REQUEST FOR PROPOSALS ("RFP")
FOR THE SALE OF A CRA-OWNED DUPLEX
FOR USE AS LOW-INCOME AFFORDABLE
HOUSING

Contact: Rashida Gordon

Number: 954-793-1125

Email: rgordon@mvgconsultingllc.com

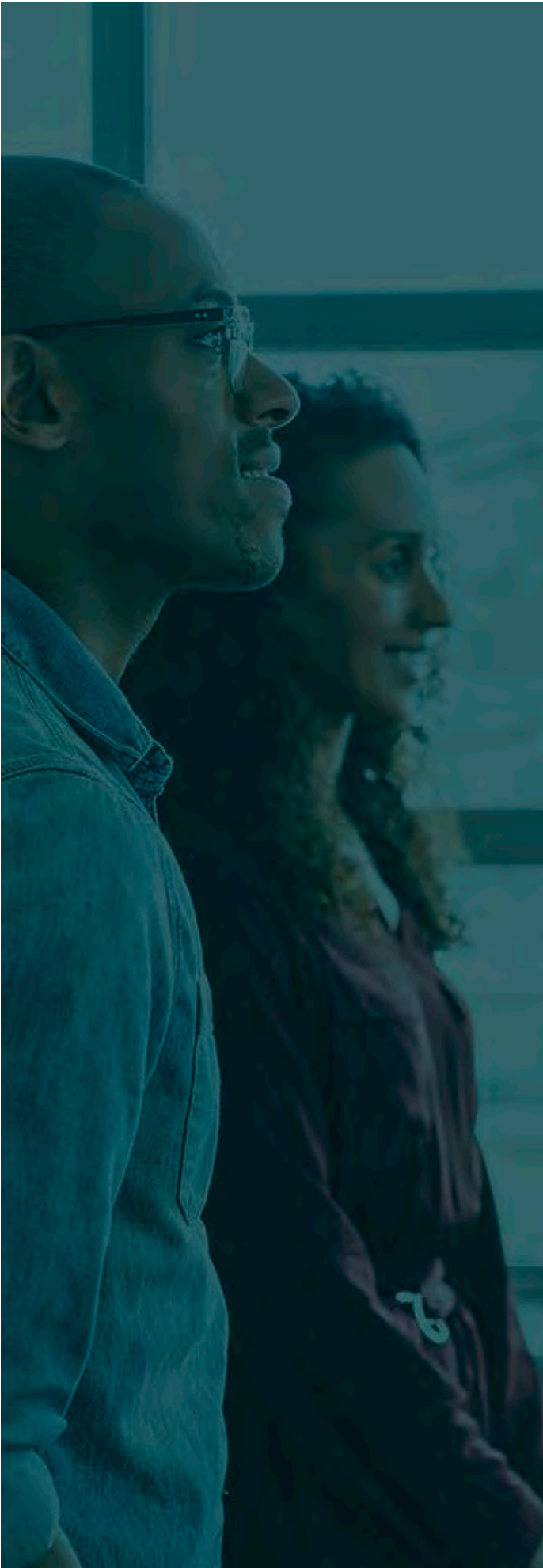


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I. LETTER OF INTEREST



8800 NW 6th St, Pembroke Pines, FL 33024
954-793-1125
rgordon@mvgconsultingllc.com

September 19, 2022

Subject: **SALE OF A CRA-OWNED DUPLEX FOR USE AS LOW-INCOME AFFORDABLE HOUSING RFP NO. CRA-22-028**

Dear Dania Beach Community Redevelopment Agency,

The purpose of this letter is to express our intent to acquire CRA-owned duplex, located at 509 – 511 NW 3rd Terrace, Dania Beach, Florida to be renovated or rebuilt as for-rent or for-sale low income affordable (80% AMI) housing. MVG Consulting LLC is offering the CRA \$100,000 to acquire the property. Repairs and redevelopment will be completed within a 3-month period.

Sincerely,

A handwritten signature in black ink that reads 'RGordon'.

Rashida Gordon

MVG Consulting LLC

President/CEO

rgordon@mvgconsultingllc.com

2. EXECUTIVE SUMMARY

MVG Consulting LLC is a skilled team of experienced consultants with significant and diverse experiences working with government, nonprofit and for-profit entities. As a management company MVG consulting has helped Broward County government and its cities create affordable housing in communities of color. As a certified black female owned company it has worked with municipalities to improve their business operations, manage fiscal budgets, acquire, and manage funding, enhance program services, and bolster the presence of black businesses. Having worked with the Black Chamber of Commerce, National Forum for Black Public Administrators, The Small Business Administration (SBA), Memorial Healthcare System and the City of Lauderhill to combat the affordability of housing in Broward County. This proposal allows MVG Consulting to continue its mission of addressing the rising disparity of access to housing for people of color in low income-communities.

MVG's approach to the problem is unique as it combines the efforts of housing development companies like Len and Graham Construction Inc and a professional management agency. By working together both agencies will be uniquely able to address the needs of the community through a racially equitable lens that allows the community and small minority owned businesses to prosper as they provide affordable housing.

For over a decade Len & Graham Construction has served Broward County providing construction and rehab services. As certified CBE/SBEs with Broward County, both entities plan to complete this project within 3 months of closing. With the help of our partner the National Development Council, funding to purchase and rehab the property has been secured. The National Development Council's mission supports our own, to support the development and preservation of affordable housing, create jobs through small business lending, advance livable communities with social infrastructure investment, and build capacity with hands-on technical assistance to local governments and businesses.

Through this joint venture MVG Consulting and Len & Graham hope to provide affordable housing to families in Dania Beach to offset the rising cost of living in South Florida.

3. FIRM OVERVIEW/TEAM DESCRIPTION

MVG Consulting has contracted Len & Graham one of its sub-contracting firms to complete the construction / rehab work for the project. MVG has secured the funding for the project and will oversee the professional management of the project. This entails all contract negotiations, financial oversight, and timely execution of the construction/rehab services. Len & Graham under the direction of Project Manager, Lenford Williams will oversee all construction work done on the property.

Since 2020 MVG Consulting has provided project management assistance to agencies, governments, and nonprofits alike. Having worked with the city of Lauderhill, the SBDC and the Black Chamber of Commerce on community improvement projects MVG has gained wealth of experience in effective project management. MVG and its team of contracted consultants will provide ongoing remote, and onsite technical and administrative oversight and management for this project. MVG past and current projects have many transferrable experiences to the applied for bid. MVG has provided project management, low-income housing consultation, business funding and community rehabilitation to government agencies and businesses alike. The company's owner Rashida Gordon works full time in the business and oversees a team of 15 consultants with expert expertise in various fields from law, finance, city governance and community redevelopment.

Len & Graham is 100% owned by Lenford Williams. Mr. Williams has a Bachelor of Science in General Construction and Associates of Science in Construction and Technology Management. For over a decade he has worked fulltime as a Construction Manager in his company Len & Graham Construction. Coordinated all phases of construction projects from inception to completion and has maintained on-time and under-budget project completion. Having worked with homeowners, historic churches and Housing management groups on renovation/ rehab projects, Mr. Williams is well equipped to complete this project in a timely manner and within budget.

Through this joint team approach the City of Dania Beach will have a professional management team and experienced construction team completing this project in a cost effective, safe and community focused manner. It is our goal to rehab the structure and install suitable fixtures and fittings to facilitate reasonable accommodations for individuals or families in the low income index.

4. PROJECT MANAGER KEY STAFF & TEAM EXPERIENCE

Construction Project Manager- Len Williams of Len & Graham Construction

Len & Graham Construction has provided construction services in the South Florida Community for over 10 years. They have worked with the Pentecostal Church of Miami to rehab their church building which was over 30 years old. The Church required extensive construction work as it had not been refurbished since its inception. The total cost of the project was \$360, 797.25. No parts of the project were subcontracted by the firm.

Len & Graham Construction has also worked with individual homeowners in completing home renovations and buildouts. Also worked with the Renaissance Management Group, which was founded by CPA and real estate broker Sharon McLennon in 2000. Originally named Renaissance Property Managers, Inc, the Firm helps out-of-area investors seeking to invest in the rapidly escalating South Florida real estate market and offers facility management and maintenance, administrative and back-office support, and vendor management and began serving commercial property owners, condo associations, small and non-profit businesses, and the federal and local government. Len & Graham was contracted to remodel/repair the outside of the commercial property.

As previously mentioned, Project Len Williams has also worked for the last 10 years in the construction business renovating homes. The scope of work completed by Mr. Williams and his construction team includes all aspects of construction. Please see the references.

5. FINANCIAL INFORMATION



MVG CONSULTING LLC

Application Dashboard
Welcome RASHIDA!

Application

SOAR
Information
Request

RG RASHIDA GORDON

3 Workflows | 9/13/2022

Loan Request Summary

Loan Purpose
Working Capital

Loan Information	Rate Information	Payment Information
Package Number: 363061 Amount: \$100,000	Rate Type: Fixed Interest Rate: 3.000%	Monthly Payment Amount: \$965.61 Term: 120 months Amortization: 120 months

Borrower(s)		
MVG CONSULTING LLC 8800 NW 6th St Pembroke Pines, FL 33024-6516	Primary Business Borrower	
Guarantor(s)		
RASHIDA GORDON	Guarantor Primary Contact	

** - indicates non-owner contact

Total Interest Due
\$15,872.84

Total All Payments
\$115,873.20



Contacts

HE **Hunter Eubanks**

Contractor

c-heubanks@NDCOnline.org (<mailto:c-heubanks@NDCOnline.org>).

The NDC Grow America Fund is a national small business lending program, working to provide financing to growing small businesses throughout the country. NDC operates as a community development lender to support the creation of jobs and the expansion of eligible small businesses in undeserved communities, particularly minority and women-owned businesses.

Visit us at [ndconline.org](http://www.ndconline.org)(<http://www.ndconline.org>).

We are located at 1111 Superior Avenue East, Suite 1114, Cleveland, OH 44114

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6. CAPACITY TO MANAGE AND IMPLEMENT THE PROJECT

To manage this project MVG Consulting and Len & Graham staff will manage this project from beginning to end. Due to the diverse team of professional consultants available to meet the needs of the project, the project will be executed in a timely and professional manner. Len & Graham also has 3 full-time staff. The agencies currently have the manpower and wherewithal to execute this project once approved. Both agencies have offices located less than 20 minutes from the project site. With the financial support of the NDC, if any additional funds are needed due to unforeseen circumstances both agencies are financially stable and able to continue to fund the construction project. If this project were to start soon Len & Graham and MVG Consulting would be able to commence immediately as there are no major projects currently underway.

As previously mentioned, the network of support that would be available to support this project includes an attorney, accountant, project managers, office manager (Lecia Dale of Len & Graham), and a supervisor of field operations (Jevin Dale)

7. REFERENCE ON SIMILAR PROJECTS

EXHIBIT "B"

REFERENCE LIST- RFP NO. CRA-22-028

The following is a list of at least three (3) references from entities for which Respondent has provided similar services to those sought in this RFP in the past three (3) years:

1. Entity for which services were performed: Renaissance Management Group_____
- Brief Description of Scope of Services: Doors, Rails, stucco, painting, shutters (façade)
- Amount of Contract Award: 105,000_____
- Status of Contract: Completed_____
- Contact Name and Title: Sheron or Wayne McLennon (Owner)
- Contact Telephone Number: 754-246-6002_____
- Contact E-Mail: waynemc2013@gmail.com_____
2. Entity for which services were performed: Mike's_____
- Brief Description of Scope of Services: Master Bedroom, closet addition, and Bathroom
- Amount of Contract Award: 65,000_____
- Status of Contract: Completed_____
- Contact Name and Title: Mike Rivera (Owner)_____
- Contact Telephone Number: 954-263-3979_____
- Contact E-Mail: mdrivera@transystem.com_____
3. Entity for which services were performed: Vassell Nickoy_____
- Brief Description of Scope of Services: Total gutting and renovation of a 3000sqft house
- Amount of Contract Award: \$89,000_____
- Status of Contract: Completed_____
- Contact Name and Title: Vasell Nickoy_____
- Contact Telephone Number: 954-513-0542_____
- Contact E-Mail: vassellnickoy@gmail.com_____

8. FINANCIAL STABILITY

MVG Consulting LLC

Profit and Loss

January - December 2021

	TOTAL
Income	
Counseling Service/Fee Income	14,129.14
Grant Search Income	
Grant Writing Income	0.00
Other Primary Income	52,974.11
Sales	15,041.50
Uncategorized Income	4,566.02
Total Income	\$86,710.77
GROSS PROFIT	\$86,710.77
Expenses	
Advertising & Marketing	720.00
Bank Charges & Fees	70.82
Contractors	72,046.00
Education and Training	147.28
Insurance	891.24
Job Supplies	520.66
Legal & Professional Services	4,760.43
Meals & Entertainment	802.88
Membership	495.99
Office Supplies & Software	1,752.55
Other Business Expenses	2,111.25
QuickBooks Payments Fees	203.66
Rent & Lease	7,200.00
Repairs & Maintenance	235.73
Telephone and Internet	350.96
Travel	1,064.93
Utilities	1,920.00
Total Expenses	\$95,294.38
NET OPERATING INCOME	\$ -8,583.61
NET INCOME	\$ -8,583.61



MVG Consulting LLC

Balance Sheet

As of December 31, 2021

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
SunTrust (0018)	0.00
SunTrust Checking (0178)	10,570.06
Total Bank Accounts	\$10,570.06
Accounts Receivable	
Accounts Receivable (A/R)	550.45
Total Accounts Receivable	\$550.45
Other Current Assets	
Undeposited Funds	0.00
Total Other Current Assets	\$0.00
Total Current Assets	\$11,120.51
Fixed Assets	
Fixed Asset Software	349.99
Office Equipment	681.44
Total Fixed Assets	\$1,031.43
TOTAL ASSETS	\$12,151.94
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Credit Cards	
SunTrust (5145)	4,922.56
SunTrust CC (3729)	0.00
Total Credit Cards	\$4,922.56
Other Current Liabilities	
Florida Department of Revenue Payable	45.33
Total Other Current Liabilities	\$45.33
Total Current Liabilities	\$4,967.89
Long-Term Liabilities	
Other Long Term Liabilities	0.00
Total Long-Term Liabilities	\$0.00
Total Liabilities	\$4,967.89
Equity	
Opening Balance Equity	0.00
Owner's Investment	23,590.00
Owner's Pay & Personal Expenses	-7,341.70
Retained Earnings	-480.64
Net Income	-8,583.61
Total Equity	\$7,184.05
TOTAL LIABILITIES AND EQUITY	\$12,151.94

9. LITIGATION

No pending or prior litigation.

10. PUBLIC ENTITIES CRIME FORM

EXHIBIT "C"
SWORN STATEMENT UNDER §287.133(3) (A), FLORIDA STATUTES
PUBLIC ENTITY CRIMES

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Request for Proposals,
RFP No: CRA-22-028

2. This sworn statement is submitted by: MVG Consulting LLC
(PRINT Name of entity submitting sworn statement)

Its business address is: 8800 NW 6th Street
Pembroke Pines, FL 33024

Federal Identification Number
(FEIN) is: 85-1043599
(If applicable)

Social Security Number: _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement)

3. My name is: Rashida Gordon
(PRINT Name of individual signing this document)

And my relationship to the entity is: President

(President, General Partner, etc. as applicable)

4. I understand that a "public entity crime" as defined in §287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that to be "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt and conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere (also known as a plea of "No Contest").
6. I understand that an "affiliate" as defined in §287.133(1) (a), Florida Statutes means:
 - (a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or
 - (b) An entity under the control of any natural person who is active in the management of the entity, and which has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in §287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)
 1. RG Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime after July 1, 1989.

2. _____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime after July 1, 1989, and (Please now indicate which additional statement below applies):

A. _____ there has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

B. _____ the person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

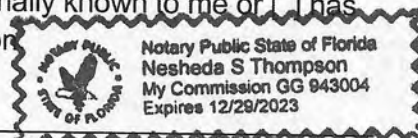
C. _____ the person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of General Services)

[Signature]
Signature (of person whose Printed Name
First appears above)

9/15/22, 2022.
Date

STATE OF FLORIDA)
COUNTY OF Dade)

Sworn to and subscribed before me on September 15, 2022, by
Rashida Gordon, who (check one) ☒ is personally known to me or ☐ has
produced _____, as identification



NOTARY PUBLIC

Nesheda S. Thompson

PRINT Name of Notary Public

My commission expires: 12/29/2023

II. NON-COLLUSION AFFIDAVIT

EXHIBIT "D"

NON-COLLUSION AFFIDAVIT

The undersigned Respondent has not divulged, discussed, or compared his/her/its Response with any other Respondent, and has not colluded with any other Respondent or party to this Request for Responses whatsoever.


Signature of Respondent

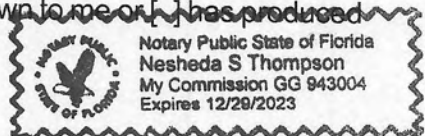
Rashida Gordon
PRINT Name of Respondent

President / CEO
Title

9/15/22, 2022
Date

STATE OF FLORIDA
COUNTY OF Dade

Sworn to and subscribed before me on September 15, 2022, by Rashida Gordon, who (check one) ☒ is personally known to me or ☐ has produced _____, as _____ identification.



NOTARY PUBLIC

Nesheda S. Thompson
PRINT Name of Notary Public

My commission expires: 12/29/2023

I2. ADDITIONAL DOCUMENTS

LENFORD WILLIAMS

Coral Springs, FL 33071 | 754-214-1271 | lenfo9@yahoo.com

Summary

Results-oriented Construction Manager with outstanding track record of working efficiently and effectively to complete projects on time and within budget. Extensive experience in residential development, mixed-use projects and multi-family construction. Vast network of industry contacts from design firms to material vendors and fabricators.

Skills

- | | |
|--|---------------------------------------|
| • Construction equipment | • Construction management |
| • Planning and design | • Residential construction specialist |
| • Renovations, building and demolition | • Building site supervision |
| • Project budgeting | • Cost control |
| • Interpreting blueprints | • Power and hand tool operation |
| • Building codes and regulations | • Permit processing |
| • Superb management skills | • Project management |
| • MS Office proficient | • Organized and detail-oriented |
-

Experience

Construction Manager

11/2011 to Current

Len & Graham Construction

Lauderdale Lakes, FL

- Coordinated all phases of construction projects from inception to completion.
 - Facilitated processing of RFI's, submittals and samples among general contractor, owner and owner's consultants.
 - Provided tools and equipment to team of 25 construction personnel.
 - Scoped and procured environmental insurance policies and managed permit applications.
 - Led weekly status meeting and followed up with stakeholders and subcontractors.
 - Used Incident and Issues Tracking (IIT) system to document all onsite issues.
 - Followed strict timelines and guidelines for installations of equipment and structures.
 - Directed general contractor on required mock-up preparation.
 - Saved money by overseeing cost-effective material sourcing and effective work orders.
 - Prepared cost and inventory reports and maintained accurate records using company work order reporting system.
 - Maintained on-time and under-budget project completion.
 - Managed project operations, budget and timeline and collaborated with stakeholders to review status.
 - Obtained notices of completion and compliance certifications from all construction administration consultants.
 - Inspected sites before and after construction projects.
 - Planned, budgeted and directed numerous projects simultaneously
-

Education and Training

Bachelor of Science: General Construction

06/2020

Gold Coast Schools

Miami Beach, FL

Associate of Science: Associates in Construction And Technology Manageme

06/2007

Broward College (BC)

Pembroke Pines, FL

MVG CONSULTING LLC.
8800 NW 6 STREET
PEMBROKE PINES FL 33024-0000

CITY OF PEMBROKE PINES
601 CITY CENTER WAY, LBTR-4TH FLOOR
PEMBROKE PINES, FL 33025

LOCAL BUSINESS TAX RECEIPT

Local Business Tax Certificate

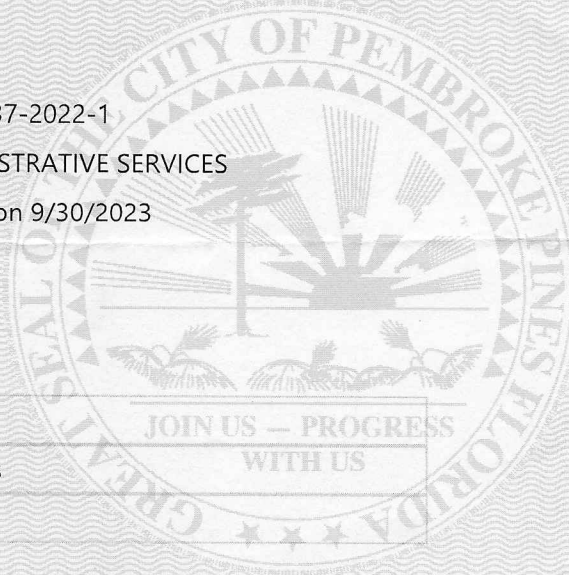
In the event the business to which this receipt was issued changes hands, the receipt will become null and void. An application for a new receipt must be made.

Business Name: MVG CONSULTING LLC.
Business Location: 8800 NW 6 STREET ST
PEMBROKE PINES, FL 33024-0000

Account Number: 20200537-2022-1
Business Description: ADMINISTRATIVE SERVICES
Receipt Expiration: Expires on 9/30/2023

Business Classifications

ADMSER-administrative services
SIGN-Sign



THIS CERTIFIES THAT

MVG Consulting LLC



* Nationally certified by the: **FLORIDA STATE MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 813920; 611710; 813410; 561410; 541618; 236118; 236220; 236210; 541990

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

04/01/2022

Issued Date

FL234444

Certificate Number

04/01/2023

Expiration Date

A handwritten signature in black ink, appearing to read "Ying McGuire", is positioned above the name and title of the NMSDC CEO and President.

Ying McGuire
NMSDC CEO and President

A handwritten signature in black ink, appearing to read "Beatrice Louissaint", is positioned above the name and title of the President & CEO.

Beatrice Louissaint, President & CEO

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

Governmental Center Annex

115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-5674

April 26, 2021

Ms. Rashida Gordon

MVG CONSULTING LLC

8800 NW 6th Street

Pembroke Pines, Florida 33024

Dear Ms. Gordon:

The Broward County Office of Economic and Small Business Development (OESBD) is pleased to award your company certifications as a **County Business Enterprise (CBE)** and **Small Business Enterprise (SBE)**. Your firm is now eligible to participate in the Office of Economic and Small Business Development programs.

Your CBE and SBE certifications are continuous, but are contingent upon your firm verifying annually its eligibility in each of the two programs. Each year, on the anniversary of the date you were awarded certification, you must submit to OESBD a Personal Net Worth Worksheet, a copy of the previous year's Business Tax Return, copies of the current professional licenses, and County and local business tax receipts. As a courtesy, OESBD will notify you in advance of your obligation to provide the continuing eligibility documents. However, the responsibility to assure continued certification is yours.

To review current Broward County Government bid opportunities visit: www.broward.org/Purchasing and click on "Current Solicitations and Results." Also, from this website, you can log into your firm's profile in Periscope to ensure you have added all appropriate classification codes. Bid opportunities over \$3,500 will be advertised to vendors via e-mail and according to classification codes, so please ensure that both the Purchasing Division and OESBD are apprised of your current e-mail address.

Your primary certification group is: **Contract Services**. This is also how your listing in our directory will read. You may access your firm's listing by visiting the Office of Economic and Small Business Development Directory, located on the internet at: www.broward.org/EconDev and click on "Certified Firm Directories."

Your firm may compete for, and perform work on Broward County projects in the following areas:

NAICS CODE: 541611, 561410, 624190

We look forward to working with you to achieve greater opportunities for your business through county procurement.

Sincerely,

SANDY-MICHAEL
MCDONALD

Digitally signed by SANDY-
MICHAEL MCDONALD
Date: 2021.05.05 17:57:16
-04'00'

Sandy-Michael McDonald, Director

Office of Economic and Small Business Development

Cert Agency: BC-CBE SBE

ANNIVERSARY DATE: APRIL 26th



THIS CERTIFICATE IS AWARDED TO

MVG CONSULTING LLC

AS SET FORTH IN THE BROWARD COUNTY BUSINESS OPPORTUNITY ACT OF 2012, THE CERTIFICATION REQUIREMENTS HAVE BEEN MET FOR:

County Business Enterprise (CBE)
Small Business Enterprise (SBE)
Anniversary Date: April 26th

Sandy-Michael
McDonald

Digitally signed by Sandy-
Michael McDonald
Date: 2021.05.06
15:34:34 -04'00'

AUTHORIZED REPRESENTATIVE

THE OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT MUST BE NOTIFIED WITHIN 30 DAYS OF ANY MATERIAL CHANGES IN THE BUSINESS WHICH MAY AFFECT OWNERSHIP AND CONTROL. FAILURE TO DO SO MAY RESULT IN THE REVOCATION OF THIS CERTIFICATE AND/OR IMPOSITION OF OTHER SANCTIONS.
A SERVICE OF THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS
BROWARD.ORG/ECONDEV

GOVERNMENTAL CENTER ANNEX 115 S. ANDREWS AVENUE, ROOM A680 FORT LAUDERDALE, FL 33301
TEL: 954-357-6400 • EMAIL: SBCERT@BROWARD.ORG • TTY: 954-357-5664



Proposal Project/Fee Schedule

LEN & GRAHAM CONSTRUCTION INC.

4850 N. STATE RD 7 G-113. LAUDERDALE LAKES FL 33319

Office and Fax: 954-532-0491 TEL: 754-214-1271

Email: lenandgrahamconstruction@yahoo.com

LICENSE & INSURED-----LIC #051164

Proposal submitted to	MVG CONSULTING LLC	Job name	DANIA BEACH REPAIRS	Ref #	9-22-492
-----------------------	--------------------------	----------	------------------------	-------	----------

Address: 8800 NW 6TH ST. PEMBROKE PINES FL. 33024
FL.33001

Job Address: SAME 509-511 NW 3RD TER. DANIA BEACH

Tel: 772-924-8985

Proposal #	492	Proposal date	9/14/2022	Number of pages	1
------------	-----	---------------	-----------	-----------------	---

We hereby submit specifications and details for: REMODLING

QTY	JOB DISCRIPTION	MATERIAL	RATE	TOTAL
	<u>ROOF:</u> - Replace roof and all damaged truss and sheeting as needed. <u>BUILD OUT:</u> - Demolish interior to stud. - Repair all damaged studs, ceiling bed, and all others ready for new drywall - Do all electricals as needed to bring building to current code - Install new AC unit and duct as needed - Do all plumbing which may include new drain to city main - Install new drywall, floor and wall tiles, kitchen cabinets, counter tops, vanities with mirrors, toilets, baseboards, blinds, and all other accessories as needed to bring interior to completion. - Repair all cracks, pressure wash and paint entire building - Install new fence - Install new impact windows and doors - Do landscaping as needed - All debris will be taken from property and job will be done in a timely manner to meet deadline after all permits are obtained.			
			TOTAL	\$155,000.00

All work will be done in a work like manner according to the construction laws and regulations. All work is guaranteed, a one year warrant on all labor and manufacture warrant on materials.

Any alternation or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delay beyond our control.

Job will be complete within 3 months with co-corporation from the city.

PAYMENT TERMS: 20% to start and progress payments of 20% per increments to completion and CO if needed

Looking forward to do business with you.

Authorized Signatory Name: LENFORD WILLIAMS

Signature: *Lenford Williams*

Acceptance of Proposal

I / We have reviewed your proposal and hereby indicate our acceptance of the same, as per the details, specifications and amounts mentioned in the proposal form. I / We agree to the proposed terms of payment and will release the funds as per agreed herein.

Authorized Signatory: Name _____ Signature: _____ Date _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER REEL INSURANCE AGENCY D/B/A/ COVER ALL INSURANCE 5800 W. ATLANTIC BLVD. MARGATE FL 33063		CONTACT NAME: PHONE (A/C, No, Ext): (954) 956-0006 FAX (A/C, No): (954) 956-0555 E-MAIL ADDRESS: reelinsurance@yahoo.com	
INSURED LEN AND GRAHAM CONSTRUCTION INC 4850 N. STATE ROAD 7, STE-G113 LAUDERDALE LAKES, FL. 33319		INSURER(S) AFFORDING COVERAGE INSURER A: WILSHIRE INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 13234	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC	Y		CL00304638	12/16/2021	12/16/2022	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Fa occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
	GENERAL AGGREGATE \$ 2,000,000						
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Fa accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS ☐ OTH-ER ☐
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

GENERAL CONTRACTOR

CBC051164:LENFORD WILLIAMS IS COVERED UNDER THE GENERAL LIABILITY POLICY.

CERTIFICATE HOLDER NAMED AS ADDITIONAL INSURED PER WRITTEN AGREEMENT**CERTIFICATE HOLDER****CANCELLATION**MVG CONSULTANT LLC
8800 NW 6TH STREET
PEMBROKE PINES, FL 33024

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

<DA>

LENANDGRAHAMCONSTRUCTION@YAHOO.COM

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GRAHAM, VINCENT LLOYD

LEN AND GRAHAM CONSTRUCTION INC.
4850 N STATE RD 7 G-113
LAUDERDALE LAKES FL 33319

LICENSE NUMBER: CBC051164

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



954-727-3555

2981 Center Port Circle Suite
2B Pompano Beach FL 33064
Admin@TurnTwoConstruction.com
www.TurnTwoConstruction.com
CGC1532456

Tab 1. Letter of Interest: The Letter of Interest.

To the City of Dania Beach CRA,

I Christina Anthony, CEO of Turn Two Construction am writing this letter to declare interest on behalf of the company to purchase property 509-511 NW 3rd Terrace Dania Beach FL 33004 in reference to RFP CRA-22-028. We are prepared to offer a purchase price of \$150,000 for this property and invest \$320,000 in renovation costs to divide the parcel in two and sell it to two first-time homebuyers while following the affordable housing criteria and applicable covenants.

Turn Two Construction is partnered with South Florida Regional Planning Council on this project for funding the purchase of the land, property, and renovation cost per scope of work proposed.

Sincerely,
Christina Anthony, CEO of Turn Two Construction.

Tab 2. Executive Summary: Explain your firm's qualifications and experience as they pertain to the Scope of Work and Deliverables. Also, include the names, titles, and primary office location of the persons who will be authorized to make representations for the firm.

Authorized Management

Christina Anthony, CEO

LaShawn Lattibeaudiere, President & COO

Jane Snell, VP & General Contractor

Office Location: 2981 Center Port Circle Suite 2B Pompano Beach FL 33064



954-727-3555

2981 Center Port Circle Suite
2B Pompano Beach FL 33064
Admin@TurnTwoConstruction.com
www.TurnTwoConstruction.com
CGC1532456

Christina Anthony

CEO of Turn Two Construction, with years of experience in various stages of the business such as 5 years in real estate development, 3 years in construction management, 7 years in business management, procurement, project management, sales, and marketing, and 2 years in construction estimating.

Shawn Lattibeaudiere

President & COO of Turn Two Construction, President and Licensed Electrical Contractor for Turn Two Electric. 21 Years of experience as an electrician, and 7 years in real estate development, construction management, procurement, and business management.

Jane Snell

Vice President & Licensed General Contractor for Turn Two Construction, with 19 years of experience as a licensed GC, Underground & Excavation, and Real Estate sales agent, versed in both residential and commercial projects. With a B.S in Construction Engineering and Minors in Architecture and Civil Engineering.

Experience

- Turn Two Construction Established in 2022
- Executive Team is Experienced Personnel & Entity is New Brand
- 15 Years in Residential Development
- 19 Years in Construction Management as a Florida Licensed General Contractor
- 10 Years in Sales, Marketing, and Market Analytics with Specialty in Real Estate

Capabilities

Turn Two Construction's capabilities as a licensed general contracting and real estate development company is to specialize in the procurement of property and land, preconstruction, building new construction, residential interiors, major additions, renovations, construction management, and the sale of the property. Our target market is affordable housing in Florida's local communities.



AFFORDABLE HOUSING

DANIA BEACH CRA

REQUEST FOR PROPOSALS (RFP)
FOR THE SALE OF A CRA OWNED DUPLEX
FOR USE AS LOW-INCOME AFFORDABLE HOUSING
RFP NO. CRA-22-028
509-511 NW 3RD TERRACE, DANIA BEACH FLORIDA 33004

www.TurnTwoConstruction.com





TABLE OF CONTENT

- About Us
- Mission
- Team Experience
- Capabilities
- References
- LOI
- Proposal
- Timeline



CHRISTINA ANTHONY

CHIEF EXECUTIVE OFFICER

ABOUT US

Turn Two Construction is a woman and minority-owned real estate development and licensed general contracting services provider with 19 years of personnel construction management experience in the Florida residential market. "Turn Two" a military term meaning "Get to Work" originated from its brother company and licensed electrical contractor Turn Two Electric. After identifying a need in the market for more affordable housing in our local Florida community, there came Turn Two Construction to the rescue, the Turn Two Group's 3rd company following Turn Two Solar.

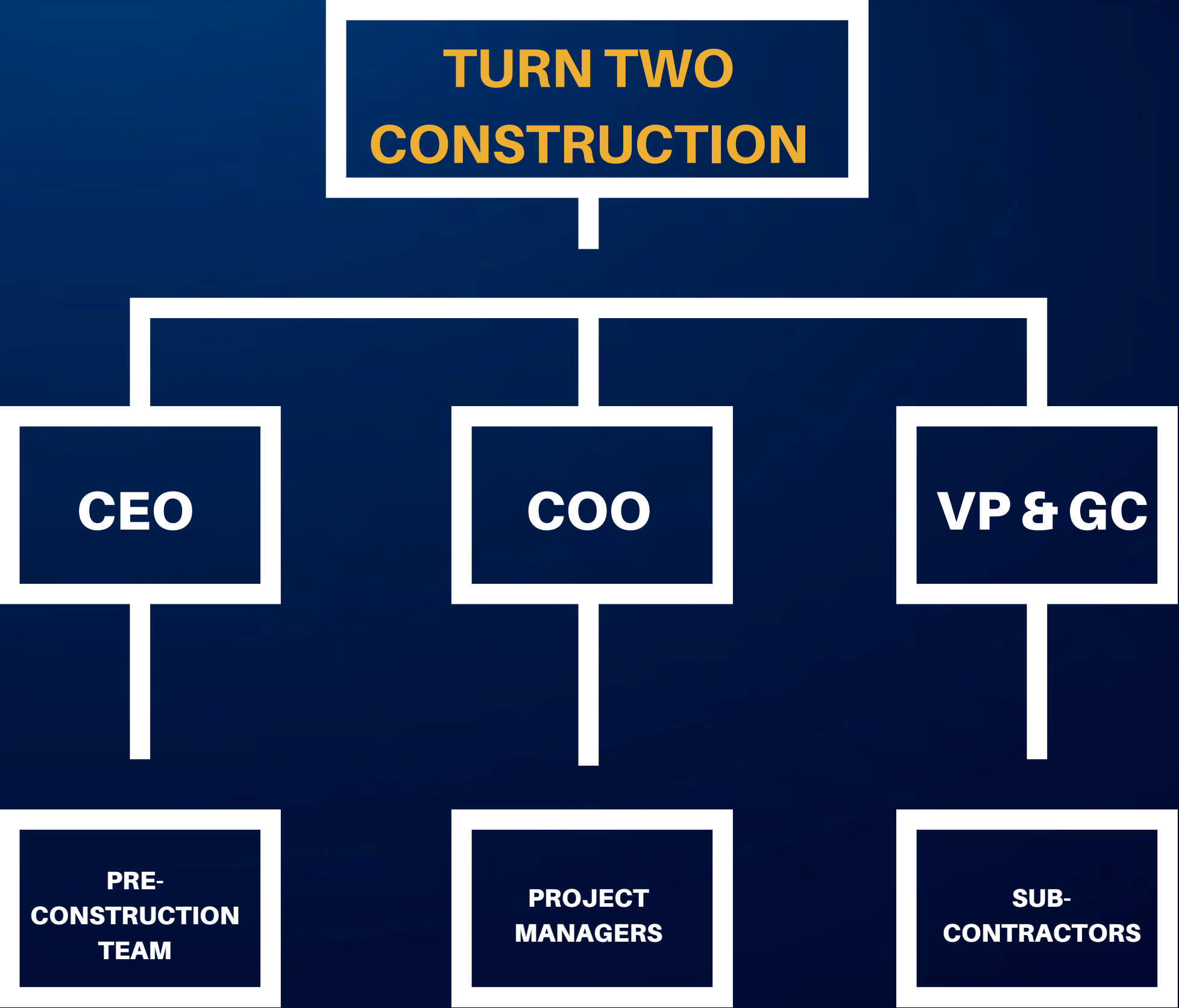
MISSION

Turn Two Construction has a mission to rescue today's housing crisis by developing, building, and renovating beautiful affordable homes. We believe everyone should have a fair chance at owning their home at an affordable rate for their circumstances. Our vision is that affordable doesn't mean you can't get today's best home features, that's why we put an extra focus on today's latest design trends, technology, and materials for energy efficiency and eco-friendly options when building your home.



SHAWN L.
PRESIDENT & CHIEF OPERATING OFFICER

ORGANIZATIONAL CHART





JANE SNELL

VP & LICENSED GENERAL CONTRACTOR

YEARS EXPERIENCE

Turn Two Construction Established in 2022

Executive Team is Experienced Personnel & Entity is New Brand

15 Years in Residential Development

19 Years in Construction Management as a Florida Licensed General Contractor

10 Years in Sales, Marketing, and Market Analytics with Specialty in Real Estate

SPECIALIZATION

Turn Two Construction's capabilities as a licensed general contracting and real estate development company is to specialize in the procurement of property and land, preconstruction, building new construction, residential interiors, major additions, renovations, construction management, and the sale of the property. Our target market is affordable housing in Florida's local communities.

KEY STAFF & EXPERIENCE

**Christina
Anthony**

CEO of Turn Two Construction, with years of experience in various stages of the business such as 5 years in real estate development, 3 years in construction management, 7 years in business management, procurement, project management, sales, and marketing, and 2 years in construction estimating.

**Shawn
Lattibeaudiere**

President & COO of Turn Two Construction, President and Licensed Electrical Contractor for Turn Two Electric. 21 Years of experience as an electrician, and 7 years in real estate development, construction management, procurement, and business management.

**Jane
Snell**

Vice President & Licensed General Contractor for Turn Two Construction, with 19 years of experience as a licensed GC, Underground & Excavation, and Real Estate sales agent, versed in both residential and commercial projects. With a B.S in Construction Engineering and Minors in Architecture and Civil Engineering.

**Bridgette
Ayala**

Senior Project Manager & Estimator for Turn Two Construction with 5 years in construction project management, 4 years in construction estimating, and 2 years in property management.

**Bryan
Cunningham**

CEO of Business Briefings and project consultant for Turn Two Construction with 25 years of industry experience assisting with strategic planning with business development, real estate development, affordable housing programs, project funding, and first-time home buyer programs.

**Alicia
Howard**

CEO of Tahuti Property Development & Management, and project consultant for Turn Two Construction with 20 years of industry experience assisting on strategic planning with real estate acquisitions, rehab, and a specialty in analytics on real estate laws, regulations, policy, and data.

**Pre-Construction
Team**

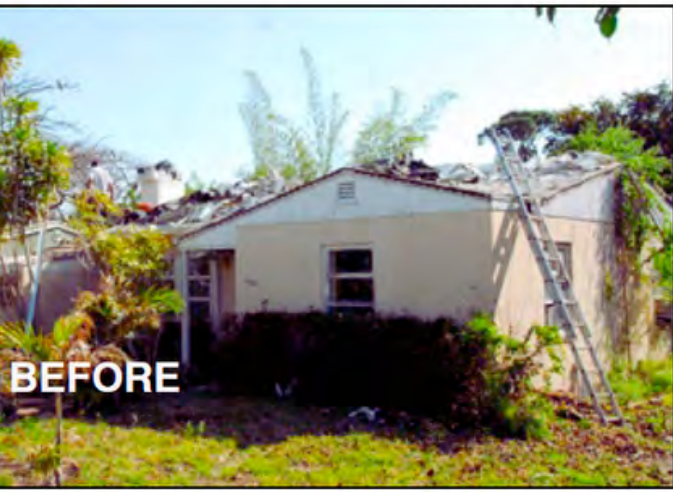
Real Estate Attorney
Insurance Provider
Architectural Team
Real Estate Sales Consultant
Financing Partners
Outsourced CFO, CPA

**Strategic
Partners**

NDC
South Florida Regional Planning Council
Urban League of Broward County
B.O.S.S Enterprises
Visuals By Andre

PAST PROJECTS

UNDER JS-1 CONSTRUCTION -JANE SNELL, GC

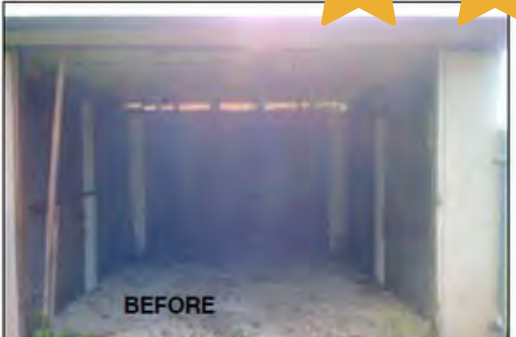


HOME REPAIR & RENOVATION STATE HOUSING INITIATIVES PARTNERSHIP (SHIP)

Scope of Work: General construction, plumbing, HVAC, electrical, landscaping, roof, doors & windows, central air conditioning and heat, floors, walls, ceiling structures.

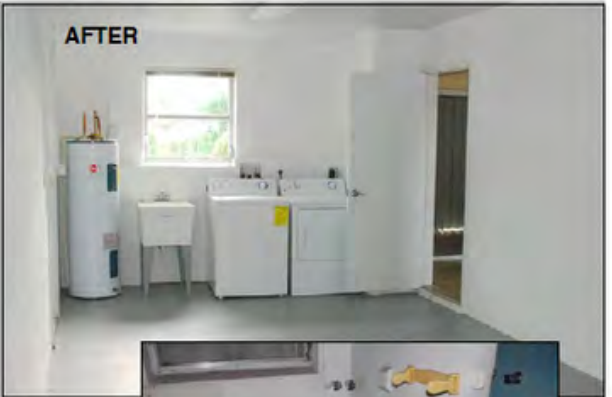
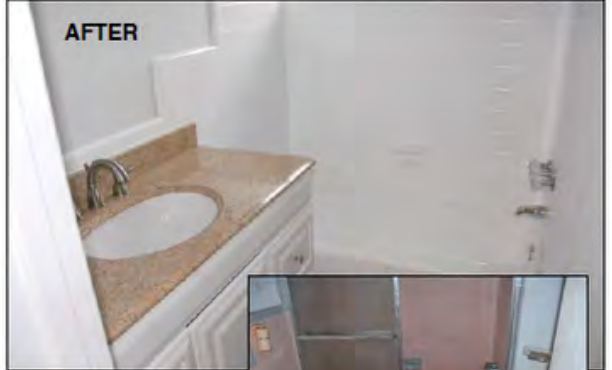


Residential Renovation: the BAND Project
Oakland Park and Lauderdale Lakes, Florida



RESIDENTIAL RENOVATION: THE BAND PROJECT

General construction, plumbing, HVAC, electrical, landscape, and all work required to upgrade this single family home.



RESIDENTIAL RENOVATION: THE BAND PROJECT

General construction, plumbing, HVAC, electrical, landscape, and all work required to upgrade this single family home.

CLIENT REFERENCES

UNDER JS-1 CONSTRUCTION- JANE SNELL GC

Neighborhood Renaissance
Inc.

Broward County
Minority Builders
Coalition

Broward Alliance for
Neighborhood
Development (BAND)

MICHAEL PECAR

Director

561-832-6776

mpecar@neighborhoodrenaissance.org

JS-1 Construction Jane Snell, GC on behalf of Turn Two
Construction

BRIAN JOHNSON

Executive Director

954-792-1121

vjohnson@minoritybuilders.org

JS-1 Construction Jane Snell, GC on behalf of Turn Two
Construction

SCOTT LASKY

Architect

954-566-7298

scott@laskyarchitect.com

JS-1 Construction Jane Snell, GC on behalf of Turn Two
Construction

LETTER OF INTEREST

To the City of Dania Beach CRA,

I Christina Anthony, CEO of Turn Two Construction am writing this letter to declare interest on behalf of the company to purchase property 509-511 NW 3rd Terrace Dania Beach FL 33004 in reference to RFP CRA-22-028. We are prepared to offer a purchase price of \$150,000 for this property and invest \$320,000 in renovation costs to divide the parcel in two and sell it to two first-time homebuyers while following the affordable housing criteria and applicable covenants.

Sincerely,
Christina Anthony, CEO of Turn Two Construction



OFFER PRICE

DANIA BEACH DUPLEX

RFP CRA-22-028

PRICE: \$ 150,000

Location: 509-511 NW 3rd Terrace Dania Beach FL 33004

Size & Condition: 5,022 sq ft single level detached duplex structure built in 1982. The building contains two separate residential dwellings, with 2-bedrooms and 1 bath in each unit.

Plan: Partner with Dania Beach CRA for Purchase of Duplex. Renovate property in its entirety to sell the 2 units separately as 2 affordable homes. Utilize local community affordable housing programs for 2 first time home buyers



2021



PROJECT

BUDGET

PRICE: \$ 320,000

Scope of Work

- Pre-Development
- Pre-Construction
- Re-Roof
- Roof Fire Wall
- Exterior Paint
- Exterior Landscape
- Exterior Irrigation & Sprinklers
- Paving
- Impact Windows
- Exterior Doors
- Air Conditioning System
- Electrical to code
- Plumbing
- Renovated room & closets
- Renovated bathrooms
- Renovated Kitchen
- Flooring & Base Board
- Drywall
- Home Appliances
- Interior Paint
- Interior Lights & Fixtures
- Assignment Costs



PROJECT SCHEDULE **TIMELINE**

Estimated schedule timeline for this project located in the City of Dania Beach. Every opportunity to expedite each phase to project completion will be pursued.



Architectural

45 Days

Permitting

60 Days

Construction

120 Days

Sale

90 Days

CGC1532456



COMPANY CONTACT

Authorized Management

Christina Anthony, CEO

LaShawn Lattibeaudiere, President & COO

Jane Snell, VP & General Contractor

(954)-727-3555



Admin@TurnTwoConstruction.com



2981 Center Port Circle Suite 2B



Pompano Beach FL 33064



www.TurnTwoConstruction.com



MEMORANDUM

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

From: Eve Boutsis, CRA Attorney

Date: October 11, 2022

Re: CRA Executive Director Agreement with K. Michael Chen

Discussion and Possible Action.

To discuss a possible extension Agreement between the CRA and K. Michael Chen for the CRA Executive Director position.

Background

Mr. Chen was hired on November 16, 2020. His two-year employment agreement expires on November 15, 2022. Mr. Chen is requesting an extension for a three (3) year term. Mr. Chen's current salary, including all COLAs, as of October 1, 2022, is \$169,260.00. Mr. Chen is not asking for any salary increase and the CRA budget remains consistent (no changes in projected budget). Last year the Board provided the Director a five (5) day increase in vacation time. Mr. Chen proposes that the remaining terms remain the same:

1. Twelve weeks of severance will be provided if the Executive Director is terminated without cause during the term of the Agreement.
2. Vacation and Sick Leave will accrue at the same rate as City Department Heads.
3. Personal Days will be five (5) days per year.

Pursuant to section 2.1 of Mr. Chen's existing contract, the Board must provide at least 30 days prior notice should the CRA intend not to renew the contract.

Otherwise, pursuant to section 3.1 of the contract, if the Executive Director is later terminated without cause by the Board before the expiration of the term of employment, and during such time the Director is willing and able to perform the duties under this Agreement, then the Director shall receive a lump sum severance payment equal to twelve (12) weeks of his salary (in accordance with the Board's normal payroll practices and procedure) and shall be compensated for all earned and accrued sick leave and vacation leave as of the date of termination to the same extent as such accruals are earned by Department Heads of the City of Dania Beach, Florida. However, if termination without cause occurs within the last three months of the term, the severance payment shall not exceed the balance of time that remains before the term of employment otherwise expires.

Budgetary Impact

The annual salary will be \$169,260.00, plus benefits. The actual cost of employment will be calculated based on Mr. Chen's benefit elections and other factors.

Recommendation

The CRA Board is requested to discuss and to possibly take action.

EAB

cc: Ana M. Garcia, ICMA-CM, City Manager
Frank DiPaolo, Finance Director
Linda Gonzalez, HR/Risk Director

RESOLUTION NO. 2022-CRA-009

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 EXECUTE AN EXTENSION OF THE EXECUTIVE DIRECTOR, K. MICHAEL CHEN’S EMPLOYMENT AGREEMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board desires to employ the Director to serve as the CRA Executive Director pursuant to Section 163.356(3)(c), Florida Statutes; and

WHEREAS, the Executive Director Michael Chen’s current employment agreement expires November 15, 2022; and

WHEREAS, the CRA Board seeks to extend the Executive Director’s agreement; and

WHEREAS, Mr. Chen desires to accept the extension; and

WHEREAS, the parties wish to set forth in writing, the terms of employment for the Executive Director of the CRA with the Board;

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

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

Section 2. That the CRA Board authorizes the proper CRA Board Officials to execute the Agreement with Mr. Chen, a copy of which Agreement is attached as Exhibit “A” and incorporated by reference into this Resolution.

Section 3. That the CRA Attorney is authorized to make minor revisions to the provisions of the Agreement as deemed to be necessary and in the best interest of the CRA.

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

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

PASSED AND ADOPTED on October 11, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CRA CLERK

TAMARA JAMES
BOARD CHAIRPERSON

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CRA ATTORNEY

THIS IS AN EMPLOYMENT AGREEMENT (the “Agreement”) entered into on _____, 2022, between THE BOARD OF COMMISSIONERS (the Board”) OF THE CITY OF DANIA BEACH, FLORIDA COMMUNITY REDEVELOPMENT AGENCY (“CRA”), and K. MICHAEL CHEN, an individual (the “Director”), jointly referred to as “the Parties”.

WHEREAS, the Board desires to employ the Director to serve as the CRA Executive Director pursuant to Section 163.356(3)(c), Florida Statutes; and

WHEREAS, the Executive Director Michael Chen’s current employment agreement expires November 15th, 2022; and

WHEREAS, Pursuant to section 2.1 of the agreement, the Board must provide at least thirty (30) days prior notice should the CRA intend not to extend the agreement; and

WHEREAS, the CRA Board seeks to extend the Executive Director’s agreement; and

WHEREAS, Mr. Chen desires to accept the extension; and

WHEREAS, the parties wish to set forth in writing, the terms of employment for the Executive Director of the CRA with the Board.

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

Section 1 - Duties of the Director.

1.1 Director is employed by and shall report to the Board and shall perform the functions and duties specified in the job description (attached as Exhibit “A” and incorporated by this reference) and the services listed in Exhibit “B” (attached and incorporated by this reference) and such other functions and duties as otherwise prescribed by the Board from time to time.

1.2 The Director is not and shall not be considered an employee of the City. The Director shall not be covered by the City’s Personal Policy Manual and City rules and regulations and shall have no rights under them.

1.3 The Director shall not be entitled to engage in any other employment or professional engagements without prior written consent of the Board. Director shall disclose at the next regularly scheduled Board meeting his involvement in any business, charitable and corporate (for profit and not for profit) organizations.

1.4 Director shall comply with the provisions of the State of Florida Ethics Code and the Broward County Code of Ethics, as each is amended from time to time.

Section 2 – Term.

2.1 Director agrees to remain in the exclusive employ of Board from the date of renewal, November 16, 2022 for a period of three (3) years (the “Term” of employment), and Director agrees neither to accept other employment nor to become employed by any other employer until such termination date, unless the termination date is altered as provided below. The Parties agree that this Agreement may be renewed upon their mutual written agreement. Board and Director shall mutually communicate their respective intent to renew at least thirty (30) days prior to expiration of the term.

2.2 Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate the services of Director at any time, subject only to compliance with the provisions set forth in Section 3 of this Agreement. It is understood between the parties to this Agreement that Director shall be considered an “at will” employee, subject, however, to the terms of this Agreement.

2.3 Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Director to resign at any time from the position with the Board, subject only to compliance with the provisions set forth in Section 4 of this Agreement.

Section 3 – Termination.

3.1 The Board may terminate the employment of Director without cause at any time, without any reason or reasons given.

3.2 In the event the Director is terminated without cause by the Board before the expiration of the term of employment as set forth in Paragraph 2.1 of this Agreement, and during such time the Director is willing and able to perform the duties under this Agreement, then the Director shall receive a lump sum severance payment equal to twelve (12) weeks of his salary (in accordance with the Board’s normal payroll practices and procedure) and shall be compensated for all earned and accrued sick leave and vacation leave as of the date of termination to the same extent as such accruals are earned by Department Heads of the City of Dania Beach, Florida (the “City”). However, if termination without cause occurs within the last three months of the term, the severance payment shall not exceed the balance of time that remains before the term of employment otherwise expires.

3.3 Notwithstanding the provisions of Section 3.2, in the event Director is terminated for misconduct as defined in Section 443.036(29), Florida Statutes, the CRA shall have no obligation to pay the Director any severance pay or any earned and accrued sick leave, vacation leave or both. Misconduct also includes but is not limited to: (i) breach of any material term or condition of this Agreement; (ii) conviction of a felony; (iii) gross insubordination; or (iv) willful neglect of duty.

Section 4 – Resignation

In the event Director wishes to voluntarily resign from the position before expiration of the Term of employment, then Director shall provide the Board with at least one (1) month’s written

notice in advance, unless the parties otherwise agree in writing. Upon receipt of such notice, the Board may, at its sole discretion, advance (accelerate) the effective date of such termination of employment to any earlier date as may be determined by the Board (“Actual Date of Termination”) in which case the Board shall pay Director those wages that Director would have earned if not for the acceleration of the Proposed Date of Termination which in any event shall not exceed a maximum of thirty (30) days of wages. Such payment shall be paid in a single lump sum payment or in accordance with the Board’s normal payroll practices and procedure during the thirty (30) calendar day period immediately following the Actual Date of Termination. In the event of resignation in good standing by the Director under this Section, the Board shall pay Director all earned and accrued sick and vacation leave calculated at the rate of pay in effect upon the date of the resignation, provided the Director has given proper notice as stated above.

Director understands and agrees that a resignation without notice will result in non-payment of all earned accruals by the Board.

Section 5 - Salary

51 The Director shall receive an annual salary of One Hundred Sixty-Nine Thousand, Two Hundred and Sixty Dollars (\$169,260.00) payable in accordance with the same payment procedures that apply to Department Heads of the City.

52 If this Agreement is extended beyond the initial term, the Director may receive a performance evaluation from the Board and, if favorable, may be entitled to a merit-based salary increase in accordance with applicable City policies. Nothing in this Section shall limit the ability of the Board to evaluate the performance of the Director more frequently.

Section 6 - Hours of Work.

The Director is an exempt employee under the Fair Labor Standards Act and is required to work as many hours as are necessary to perform the duties of the position. However, the Director is expected to be ready, willing and able to work during the CRA’s regular business hours, which are Monday through Friday, from 9:00 a.m. to 5:00 p.m. Director will be required to attend evening or weekend meetings in connection with CRA events and programs, and no additional compensation of any kind shall be paid to the Director for his participation in such events and programs or for other work or services performed outside of regular CRA business hours stated above.

Section 7 - Benefits.

As an employee of the Board, which operates under the same federal ID number as the City, Director will be eligible for health and pension benefits which will be made available to Director to the same extent as made available to City Department Heads. The Benefits Summary and Employee Benefits Handbook is attached as composite Exhibit “C” and is incorporated by this reference.

Section 8 - Professional Development.

Board agrees to pay the professional dues, memberships, subscriptions and travel expenses

of Director for professional participation in meetings and conferences associated with Director's employment and professional development. Travel must be requested and approved by the Board in advance and must be consistent with the travel policies of the City.

Section 9 - General Expenses.

The Finance Director of the City or designee is authorized to disburse funds from the appropriate Board account in the amount of \$500.00 per month, on the same date as monthly expense allowance funds are disbursed to City Department Heads, for use by the Director for personal expenses associated with employment under this Agreement.

Due to the highly responsible nature of the position, the Director is expected to answer CRA-related calls outside of normal business hours. Therefore, Director shall have the option of receiving a cell phone stipend, subject to the same provisions as City Department Heads, or a City-issued cell phone to be used solely for business purposes.

Section 10 - Paid Leave

10.1 Director shall accrue 4.62 hours of vacation per pay period and it is subject to the same accrual provisions as City Department Heads.

10.2 Director shall accrue eight (8) hours of sick leave per month and it is subject to the same accrual provisions as City Department Heads.

10.3 Director shall be entitled to "personal" days to be accrued as follows: forty (40) hours (five (5) days) which will be afforded at the beginning of a calendar year, with one such day available upon the effective date of this Agreement, to be used before the end of this calendar year. Such days/hours must be used in the year in which they were afforded and they can neither be accrued nor converted to cash.

10.4 Director shall be entitled to paid holidays in accordance with the City policy applicable to full-time City employees.

Section 11 - Conflict of Interest Prohibition.

11.1 Director shall not, without the express prior written approval of the Board, individually, or as a partner, joint venturer, officer, shareholder or any other similar position of any kind or nature whatsoever, invest or participate in any business venture which conducts or intends to conduct business within the corporate limits of the City.

11.2 Except for purchase of a personal residence, Director shall not own or invest in any real property within the corporate limits of the City, without prior notification to and advance written approval by the Board, which approval may be withheld by the Board in its sole discretion.

Section 12 - Other Terms and Conditions of Employment.

12.1 The Board, in consultation with the Director, shall fix any such other terms and conditions of employment as the Board may determine from time to time, relating to the

performance of Director, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, or any law.

12.2 The Board shall review the Director on or about the one-year anniversary of the official start date of his employment.

12.3 In order to enhance the ability of the CRA to create the type of redevelopment that it desires and to leverage resources that are currently available, the CRA shall, during the tenure of the Director, continue memberships in the Florida Redevelopment Association, Florida Community Development Association, Florida Economic Development Council, and the Florida Housing Coalition, each of which are subject to funding availability as determined by the Board in its sole discretion.

Section 13 - General Provisions.

13.1 This Agreement contains the complete understanding of the parties and supersedes any oral statements or representations made by the parties. This Agreement shall not be amended unless the same formality is observed as was used in the formation of this Agreement.

13.2 The rights and obligations granted in this Agreement are personal in nature and cannot be transferred or assigned by the Director.

13.3 This Agreement shall become effective upon complete execution by both parties.

13.4 If any provision or any portion of this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or unaffected portions of it shall not be affected and shall remain in full force and effect.

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

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

13.7 Director and Board each had assistance of legal counsel or the opportunity and

means to retain such assistance in connection with the preparation and review of the terms of this Agreement and none of the provisions of this Agreement shall be construed more strictly against one party or the other, since the parties mutually negotiated the terms of this Agreement and it was prepared in writing accordingly.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS OF THE FOREGOING, the parties have executed this Agreement effective on the date first appearing above.

**DANIA BEACH COMMUNITY
REDEVELOPMENT AGENCY**

ATTEST:

BY: _____
Tamara James, CRA Chairperson

BY: _____
Thomas Schneider, CRA Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

BY: _____
Eve Boutsis, CRA Attorney

Signed, sealed and delivered
in the presence of the following witnesses:

CRA EXECUTIVE DIRECTOR

PRINT NAME

Signature

Signature

K. Michael Chen
PRINT NAME

PRINT NAME

Signature

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2022, by K. Michael Chen who is personally known to me or has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

Notary Public, State of Florida

Printed Name of Notary

THIS IS AN EMPLOYMENT AGREEMENT (the "Agreement") entered into on November 16, 2020, between THE BOARD OF COMMISSIONERS (the Board") OF THE CITY OF DANIA BEACH, FLORIDA COMMUNITY REDEVELOPMENT AGENCY ("CRA"), and K. MICHAEL CHEN, an individual (the "Director"), jointly referred to as "the Parties".

WHEREAS, the Board desires to employ the Director to serve as the CRA Executive Director pursuant to Section 163.356(3)(c), Florida Statutes; and

WHEREAS, the Director desires to accept such employment and represents that he has accurately represented his qualifications for the position of Executive Director; and

WHEREAS, the parties desire to set forth in writing in this Agreement the terms of employment of Director with the Board.

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

Section 1 - Duties of the Director.

1.1 Director is employed by and shall report to the Board and shall perform the functions and duties specified in the job description (attached as Exhibit "A" and incorporated by this reference) and the services listed in Exhibit "B" (attached and incorporated by this reference) and such other functions and duties as otherwise prescribed by the Board from time to time.

1.2 The Director is not and shall not be considered an employee of the City. The Director shall not be covered by the City's Civil Service System and City rules and regulations and shall have no rights under them.

1.3 The Director shall not be entitled to engage in any other employment or professional engagements without prior written consent of the Board. Director shall disclose at the next regularly scheduled Board meeting his involvement in any business, charitable and corporate (for profit and not for profit) organizations.

1.4 Director shall comply with the provisions of the State of Florida Ethics Code and the Broward County Code of Ethics, as each is amended from time to time.

Section 2 – Term.

2.1. Director agrees to remain in the exclusive employ of Board from the date of hire, Monday, November 16, 2020 and upon complete execution of this Agreement for a period of two (2) years (the “Term” of employment), and Director agrees neither to accept other employment nor to become employed by any other employer until such termination date, unless the termination date is altered as provided below. The Parties agree that this Agreement may be renewed upon their mutual written agreement. Board and Director shall mutually communicate their respective intent to renew at least thirty (30) days prior to expiration of the term.

2.2. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate the services of Director at any time, subject only to compliance with the provisions set forth in Section 3 of this Agreement. It is understood between the parties to this Agreement that Director shall be considered an “at will” employee, subject, however, to the terms of this Agreement.

2.3 Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Director to resign at any time from the position with the Board, subject only to compliance with the provisions set forth in Section 4 of this Agreement.

Section 3 – Termination.

3.1 The Board may terminate the employment of Director without cause at any time, without any reason or reasons given.

3.2 In the event the Director is terminated without cause by the Board before the expiration of the term of employment as set forth in Paragraph 2.1 of this Agreement, and during such time the Director is willing and able to perform the duties under this Agreement, then the Director shall receive a lump sum severance payment equal to twelve (12) weeks of his salary (in accordance with the Board’s normal payroll practices and procedure) and shall be compensated for all earned and accrued sick leave and vacation leave as of the date of termination to the same extent as such accruals are earned by Department Heads of the City of Dania Beach, Florida (the “City”). However, if termination without cause occurs within the last three months of the term, the severance payment shall not exceed the balance of time that remains before the term of employment otherwise expires.

3.3 Notwithstanding the provisions of Section 3.2, in the event Director is terminated for misconduct as defined in Section 443.036(29), Florida Statutes, the CRA shall have no obligation to pay the Director any severance pay or any earned and accrued sick leave, vacation leave or both. Misconduct also includes but is not limited to: (i) breach of any material term or condition of this Agreement; (ii) conviction of a felony; (iii) gross insubordination; or (iv) willful neglect of duty.

Section 4 – Resignation

In the event Director wishes to voluntarily resign from the position before expiration of the Term of employment, then Director shall provide the Board with at least one (1) month's written notice in advance, unless the parties otherwise agree in writing. Upon receipt of such notice, the Board may, at its sole discretion, advance (accelerate) the effective date of such termination of employment to any earlier date as may be determined by the Board ("Actual Date of Termination") in which case the Board shall pay Director those wages that Director would have earned if not for the acceleration of the Proposed Date of Termination which in any event shall not exceed a maximum of thirty (30) days of wages. Such payment shall be paid in a single lump sum payment or in accordance with the Board's normal payroll practices and procedure during the thirty (30) calendar day period immediately following the Actual Date of Termination. In the event of resignation in good standing by the Director under this Section, the Board shall pay Director all earned and accrued sick and vacation leave calculated at the rate of pay in effect upon the date of the resignation, provided the Director has given proper notice as stated above. Director understands and agrees that a resignation without notice will result in non-payment of all earned accruals by the Board.

Section 5 - Salary

5.1 The Director shall receive an annual salary of One Hundred Fifty Thousand Dollars (\$150,000.00) payable in accordance with the same payment procedures that apply to Department Heads of the City.

5.2 If this Agreement is extended beyond the initial term, the Director may receive a performance evaluation from the Board and, if favorable, may be entitled to a merit-based salary increase in accordance with applicable City policies. Nothing in this Section shall limit the ability of the Board to evaluate the performance of the Director more frequently.

Section 6 - Hours of Work.

The Director is an exempt employee under the Fair Labor Standards Act and is required to work as many hours as are necessary to perform the duties of the position. However, the Director is expected to be ready, willing and able to work during the CRA's regular business hours, which are Monday through Friday, from 9:00 a.m. to 5:00 p.m. Director will be required to attend evening or weekend meetings in connection with CRA events and programs, and no additional compensation of any kind shall be paid to the Director for his participation in such events and programs or for other work or services performed outside of regular CRA business hours stated above.

Section 7 - Benefits.

As an employee of the Board, which operates under the same federal ID number as the City, Director will be eligible for health and pension benefits which will be made available to Director to the same extent as made available to City Department Heads. The Benefits Summary and Employee Benefits Handbook is attached as composite Exhibit "C" and is incorporated by this reference.

Section 8 - Professional Development.

Board agrees to pay the professional dues, memberships, subscriptions and travel expenses of Director for professional participation in meetings and conferences associated with Director's employment and professional development. Travel must be requested and approved by the Board in advance and must be consistent with the travel policies of the City.

Section 9 - General Expenses.

The Finance Director of the City or designee is authorized to disburse funds from the appropriate Board account in the amount of \$500.00 per month, on the same date as monthly expense allowance funds are disbursed to City Department Heads, for use by the Director for personal expenses associated with employment under this Agreement.

Due to the highly responsible nature of the position, the Director is expected to answer CRA-related calls outside of normal business hours. Therefore, Director shall have the option of receiving a cell phone stipend, subject to the same provisions as City Department Heads, or a City-issued cell phone to be used solely for business purposes.

Section 10 - Paid Leave

10.1 Director shall accrue 4.62 hours of vacation per pay period and it is subject to the same accrual provisions as City Department Heads.

10.2 Director shall accrue eight (8) hours of sick leave per month and it is subject to the same accrual provisions as City Department Heads.

10.3 Director shall be entitled to "personal" days to be accrued as follows: forty (40) hours (five (5) days)) which will be afforded at the beginning of a calendar year, with one such day available upon the effective date of this Agreement, to be used before the end of this calendar year. Such days/hours must be used in the year in which they were afforded and they can neither be accrued nor converted to cash.

10.4 Director shall be entitled to paid holidays in accordance with the City policy applicable to full-time City employees.

Section 11 - Conflict of Interest Prohibition.

11.1 Director shall not, without the express prior written approval of the Board, individually, or as a partner, joint venturer, officer, shareholder or any other similar position of any kind or nature whatsoever, invest or participate in any business venture which conducts or intends to conduct business within the corporate limits of the City.

11.2 Except for purchase of a personal residence, Director shall not own or invest in any real property within the corporate limits of the City, without prior notification to and advance written approval by the Board, which approval may be withheld by the Board in its sole discretion.

Section 12 - Other Terms and Conditions of Employment.

12.1 The Board, in consultation with the Director, shall fix any such other terms and conditions of employment as the Board may determine from time to time, relating to the performance of Director, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, or any law.

12.2 The Board shall review the Director on or about the one-year anniversary of the official start date of his employment.

12.3 In order to enhance the ability of the CRA to create the type of redevelopment that it desires and to leverage resources that are currently available, the CRA shall, during the tenure of the Director, continue memberships in the Florida Redevelopment Association, Florida Community Development Association, Florida Economic Development Council, and the Florida Housing Coalition, each of which are subject to funding availability as determined by the Board in its sole discretion.

Section 13 - General Provisions.

13.1 This Agreement contains the complete understanding of the parties and supersedes any oral statements or representations made by the parties. This Agreement shall not be amended unless the same formality is observed as was used in the formation of this Agreement.

13.2 The rights and obligations granted in this Agreement are personal in nature and cannot be transferred or assigned by the Director.

13.3 This Agreement shall become effective upon complete execution by both parties.

13.4 If any provision or any portion of this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or unaffected portions of it shall not be affected and shall remain in full force and effect.

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

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

13.7 Director and Board each had assistance of legal counsel or the opportunity and means to retain such assistance in connection with the preparation and review of the terms of this Agreement and none of the provisions of this Agreement shall be construed more strictly against one party or the other, since the parties mutually negotiated the terms of this Agreement and it was prepared in writing accordingly.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS OF THE FOREGOING, the parties have executed this Agreement effective on the date first appearing above.

**DANIA BEACH COMMUNITY
REDEVELOPMENT AGENCY**

ATTEST:

BY: Thomas Schneider
Thomas Schneider, CRA Clerk

BY: Eori Lewellen
Eori Lewellen, CRA Chairperson

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

BY: Thomas J. Ansbro
Thomas J. Ansbro, CRA Attorney

Signed, sealed and delivered
in the presence of the following witnesses:

Linda Gonzalez
PRINT NAME

[Signature]
Signature

Shannel March
PRINT NAME

[Signature]
Signature

CRA EXECUTIVE DIRECTOR

[Signature]
Signature

K. Michael Chen
PRINT NAME

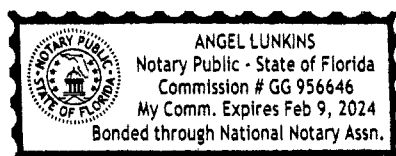


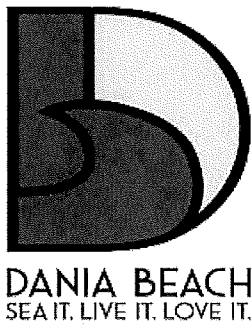
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on November 16, 2020, by K. Michael Chen who is personally known to me or has produced Florida Driver's License as identification and did (did not) take an oath.

My Commission Expires: February 9, 2024

[Signature]
Notary Public, State of Florida
Angel Lunkins
Printed Name of Notary





Job Title:	CRA Executive Director
Department:	CRA
Union Eligible:	Not Eligible
Pay Grade:	123
FLSA Status:	Exempt

JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions described herein. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

JOB SUMMARY

The incumbent manages the day-to-day operations, planning, budgeting, capital acquisitions, public relations, real estate negotiations, professional service contracts and capital planning for the Community Redevelopment (CRA) area. Advanced professional work focused on the revitalization and community enhancement within the CRA districts through redevelopment, capital improvement, and branding. The incumbent serves as a liaison to businesses and property owners with the overall goal of enhancing the physical and economic character of the districts. Negotiates contracts, develops incentives, recruits compatible development activity and supervises consultants and advisors. Handles day to day operations, oversees staff and manages annual budget.

ESSENTIAL JOB FUNCTIONS

- Prepares and manages CRA budgets; identifies and accesses funding sources; maintains relationships with funding sources and administers contractual agreements with other governmental agencies.
- Prepares and manages annual CRA budget and compliance monitoring with F.S. Chapter 163 Part III.
- Provides oversight and management of Federal/State Grant programs designed to assist with redevelopment goals within the districts.
- Develops potential incentive packages, provides market assessments/impacts, and monitors development trends.
- Assists with the development of capital projects included in the Community Redevelopment Plan; tracks the economic impact of those projects on redevelopment activities within the CRA.
- Makes public presentations to the CRA Board, City Commission and other public/private organizations regarding redevelopment, and CRA business, initiatives and focus.
- Serves as a Technical advisor to the Community Redevelopment Agency Board (City Commission) and advisory boards.
- Maintains relationships and partnerships with City staff and city initiated projects within the CRA.
- Promotes and disseminates information about CRA activities to stakeholders through media, print and social media; attends and conducts various meeting and presentations.
- Supervises clerical staff, consultants, and special projects.
- Acts as a community liaison pertaining to CRA initiated projects.

- Provides comprehensive knowledge of redevelopment programs and financing.
- Acts as an ombudsman for development projects within the CRA and participates in the development review process.
- Negotiates contracts, incentives, developer agreements, and projects.
- Performs related duties as directed when such duties are a logical and appropriate assignment to the position.

KNOWLEDGE, SKILLS AND ABILITIES

- Knowledge of department practices and policies.
- Skill in the use small office equipment, including copy machines or multi-line telephone systems.
- Skill in using computers for word processing and accounting purposes.
- Ability to organize and communicate effectively.

MINIMUM EDUCATION AND EXPERIENCE REQUIREMENTS

Bachelor's Degree; five (5) years of related work experience; or an equivalent combination of training, education, and experience.

CERTIFICATION, LICENSE AND SPECIAL REQUIREMENTS

Possession of a valid driver's license with overall good driving record required. If driver's license is out of state, must be able to obtain a Florida driver's license within six (6) months of hire date.

PHYSICAL DEMANDS

This work is sedentary work and requires exerting up to 10 pounds of force occasionally and negligible amount of force constantly to move objects; work may also require fingering, hearing, mental acuity, speaking, standing, talking, and walking.

WORK ENVIRONMENT

Work requires decision making that could lead to major community or organizational consequences if this position fails to make the appropriate decision at the time.

The City of Dania Beach has the right to revise this position description at any time, and does not represent in any way a contract of employment.

I have read and understand this classification description and hereby certify that I am qualified to perform this job, with or without reasonable accommodation.

Employee Signature

Date

Supervisor (or HR) Signature

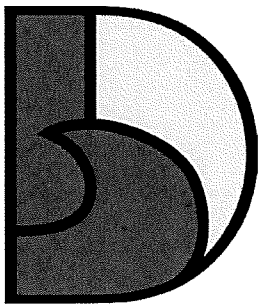
Date

EXHIBIT "B"

SERVICES

During the term of the Agreement, the Director shall perform the services listed below:

1. Develop and present to the Board for its adoption, working goals and objectives of the CRA.
2. Develop and present to the Board for its adoption, policies and procedures for the operation of the CRA. These policies may include but are not limited to: a review of the downtown façade improvement policy, a housing assistance policy, green development policies, capital improvement projects and inclusionary zoning.
3. Develop and present to the Board an operational budget for the CRA.
4. Develop with the help of the Board a five (5) year strategic implementation plan for the CRA.
5. Work closely with the City Manager and City staff to create non-monetary incentives that will encourage development within the City of Dania Beach.
6. Identify, meet, and confirm with commercial and housing developers and financiers on an ongoing basis in order to market opportunities available within the City and encourage the creation of new developments within the City.
7. Work with City planning staff to identify vacant parcels within the CRA which might be used for redevelopment purposes.
8. Meet with City staff in order to gain a thorough understanding of the City's planning efforts to date.
9. Meet with community groups and businesses on an ongoing basis and solicit their input on matters of development and redevelopment within the CRA.
10. Identify grants, loans and other resources that will aid the CRA in its redevelopment and revitalization efforts.
11. Identify, develop and present to the Board for adoption any amendments to existing CRA redevelopment plans which will assist in the redevelopment efforts of the CRA.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

2020-2021 **EMPLOYEE BENEFIT HIGHLIGHTS**

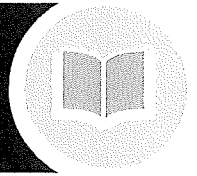
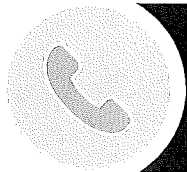


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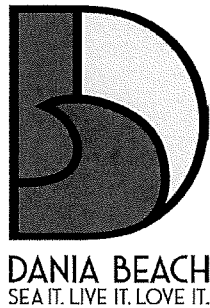
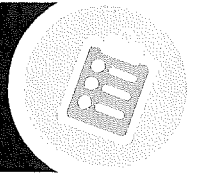
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This booklet is merely a summary of benefits. For a full description, refer to the plan document. Where conflict exists between this summary and the plan document, the plan document controls. The City of Dania Beach reserves the right to amend, modify or terminate the plan at any time. This booklet should not be construed as a guarantee of employment.



Contact Information

Human Resources	Linda Gonzalez HR / Risk Management Director	Phone: (954) 924-6819 Email: lgonzalez@daniabeachfl.gov
	Bendra Caseneuve, Human Resources Generalist	Phone: (954) 924-6819 Email: bcaseneuve@daniabeachfl.gov
	Shannel March Human Resources Generalist	Phone: (954) 924-6819 Email: smarch@daniabeachfl.gov
 Online Benefit Enrollment	Bentek Support	(888) 5-Bentek (523-6835) www.mybentek.com/daniabeachfl
 Medical Insurance	UnitedHealthcare	Customer Service: (800) 357-0978 www.myuhc.com
 Prescription Drug Coverage & Mail-Order Program	Optum Rx Pharmacy	Customer Service: (800) 788-4863 www.myuhc.com
 Health Savings Account	AmeriFlex	Customer Service: (888) 868-3539 www.myameriflex.com
 Dental Insurance	Cigna	Customer Service: (800) 244-6224 www.cigna.com
 Vision Insurance	NVA	Customer Service: (800) 672-7723 www.e-nva.com
 Flexible Spending Accounts	AmeriFlex	Customer Service: (888) 868-3539 www.myameriflex.com
 Basic Life and AD&D Insurance	Cigna	Customer Service: (800) 238-2125 www.cigna.com
 Voluntary Life Insurance	Cigna	Customer Service: (800) 238-2125 www.cigna.com
 Short Term Disability Insurance	The Maxon Companies	Customer Service: (800) 999-3309 www.maxonco.com
 Employee Assistance Program	Managed Care Concepts	Customer Service: (800) 899-3926 www.theemployeeassistanceprogram.com
 Supplemental Insurance	Aflac	Agent: Margaret Pearson Phone: (561) 881-1964 Email: margaret_pearson@us.aflac.com www.aflac.com
	Preferred Legal IdentityWorks SM	Customer Service: (888) 577-3476 www.preferredlegal.com Agent: Brian Samuels Email: info@preferredlegal.com
	Trustmark	Customer Service: (800) 918-8877 www.trustmarksolutions.com



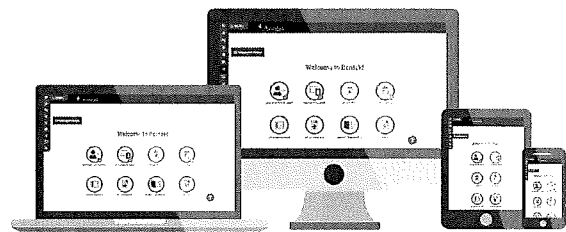
Introduction

The City of Dania Beach provides group insurance benefits to eligible employees. The Employee Benefit Highlights Booklet provides a general summary of the benefit options as a convenient reference. Please refer to the City's Personnel Policies and/or Certificates of Coverage for detailed descriptions of all available employee benefit programs and stipulations therein. If employee requires further explanation or needs assistance regarding claims processing, please refer to the customer service phone numbers under each benefit description heading or contact Human Resources.

Online Benefit Enrollment

The City of Dania Beach provides employees with an online benefits enrollment platform through Bentek's Employee Benefits Center (EBC). The EBC provides benefit-eligible employees the ability to select or change insurance benefits online during the annual Open Enrollment period, New Hire Orientation, or Qualifying Life Events.

Accessible 24 hours a day, throughout the year, employee may log in and review comprehensive information regarding benefit plans, and view and print an outline of benefit elections for employee and dependent(s). Employee also has access to important forms and carrier links, can report qualifying life events and review and make changes to Life insurance beneficiary designations.



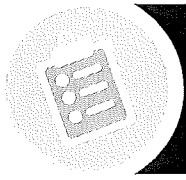
To Access the Employee Benefits Center:

- ✓ Log on to www.mybentek.com/daniabeachfl
- ✓ Sign in using a previously created username and password or click "Create an Account" to set up a username and password.
- ✓ If employee has forgotten username and/or password, click on the link "Forgot Username/Password" and follow the instructions.
- ✓ Once logged on, navigate using the Launchpad to review current enrollment, learn about benefit options, and make any benefit changes or update beneficiary designations.

For technical issues directly related to using the EBC, please contact (888) 5-Bentek (523-6835) or email Bentek Support at support@mybentek.com Monday through Friday, during regular business hours 8:30am - 5:00pm.

To access Employee Benefits Center online, log on to:
www.mybentek.com/daniabeachfl

Please Note: Link must be addressed exactly as written. Due to security reasons, the website cannot be accessed by Google or other search engines.



Group Insurance Eligibility



The City's group insurance plan year is October 1 through September 30.

Employee Eligibility

Employees are eligible to participate in the City's insurance plans if they are full-time employees working a minimum of 30 or more hours per week over the City's measurement period. An employee who works 30 or more hours per week may not necessarily be considered full-time and should contact Human Resources for clarification on employment status and benefit eligibility. Coverage will be effective the first day of the month following 30 days of employment. For example, if employee is hired on April 11, then the effective date of coverage will be June 1.

Separation of Employment

If employee separates employment from the City, insurance will continue through the end of the month in which the separation occurred. COBRA continuation of coverage may be available as applicable by law.

Dependent Eligibility

A dependent is defined as the legal spouse and/or dependent child(ren) of the participant or spouse. The term "child" includes any of the following:

- A natural child
- A stepchild
- A legally adopted child
- A newborn child (up to the age of 18 months) of a covered dependent (Florida)
- A child for whom legal guardianship has been awarded to the participant or the participant's spouse

Dependent Age Requirements

Medical Coverage: A dependent child may be covered through the end of calendar year in which the child turns age 26. An over-age dependent may continue to be covered on the medical plan to the end of the calendar year in which the child reaches age 30, if the dependent meets the following requirements:

- Unmarried with no dependents; and
- A Florida resident, or full-time or part-time student; and
- Otherwise uninsured; and
- Not entitled to Medicare benefits under Title XVIII of the Social Security Act, unless the child is disabled.

Dental and Vision Coverage: A dependent child may be covered through the end of the calendar year in which the child turns age 26.

Please see Taxable Dependents if covering eligible over-age dependents.

Disabled Dependents

Coverage for an unmarried dependent child may be continued beyond age 26 if:

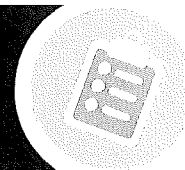
- The dependent is physically or mentally disabled and incapable of self-sustaining employment (prior to age 26); and
- Primarily dependent upon the employee for support; and
- The dependent is otherwise eligible for coverage under the group medical plan; and
- The dependent has been continuously insured

Proof of disability will be required upon request. Please contact Human Resources if further clarification is required.

Taxable Dependents

Employee covering adult child(ren) under employee's medical insurance plan may continue to have the related coverage premiums payroll deducted on a pre-tax basis through the end of the calendar year in which dependent child reaches age 26. Beginning January 1 of the calendar year in which dependent child reaches age 27 through the end of the calendar year in which the dependent child reaches age 30, imputed income must be reported on the employee's W-2 for that entire tax year and will be subject to all applicable Federal, Social Security and Medicare taxes. Imputed income is the dollar value of insurance coverage attributable to covering each adult dependent child. Contact Human Resources for further details if covering an adult dependent child who will turn age 27 any time during the upcoming calendar year or for more information.

***Please Note:** There is no imputed income if adult dependent child is eligible to be claimed as a dependent for Federal income tax purposes on the employee's tax return.*



Qualifying Events and Section 125

Section 125 of the Internal Revenue Code

Premiums for medical, dental, vision insurance, contributions to Flexible Spending Accounts (FSA), and/or certain supplemental policies are deducted through a Cafeteria Plan established under Section 125 of the Internal Revenue Code and are pre-taxed to the extent permitted. Under Section 125, changes to an employee's pre-tax benefits can be made **ONLY** during the Open Enrollment period unless the employee or qualified dependent(s) experience(s) a Qualifying Event and the request to make a change is made within 30 days of the Qualifying Event.

Under certain circumstances, employee may be allowed to make changes to benefit elections during the plan year, if the event affects the employee, spouse or dependent's coverage eligibility. An "eligible" Qualifying Event is determined by Section 125 of Internal Revenue Code. Any requested changes must be consistent with and due to the Qualifying Event.

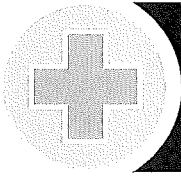
Examples of Qualifying Events:

- Employee gets married or divorced
- Birth of a child
- Employee gains legal custody or adopts a child
- Employee's spouse and/or other dependent(s) die(s)
- Loss or gain of coverage due to employee, employee's spouse and/or dependent(s) termination or start of employment
- An increase or decrease in employee's work hours causes eligibility or ineligibility
- A covered dependent no longer meets eligibility criteria for coverage
- A child gains or loses coverage with other parent or legal guardian
- Change of coverage under an employer's plan
- Gain or loss of Medicare coverage
- Losing or becoming eligible for coverage under a State Medicaid or CHIP (including Florida Kid Care) program (60 day notification period)



IMPORTANT NOTES

If employee experiences a Qualifying Event, **Human Resources must be contacted within 30 days of the Qualifying Event** to make the appropriate changes to employee's coverage. Beyond 30 days, requests will be denied and employee may be responsible, both legally and financially, for any claim and/or expense incurred as a result of employee or dependent who continues to be enrolled but no longer meets eligibility requirements. If approved, changes may be effective the date of the Qualifying Event or the first of the month following the Qualifying Event. Newborns are effective on the date of birth. Cancellations will be processed at the end of the month. In the event of death, coverage terminates the day following the death. Employee may be required to furnish valid documentation supporting a change in status or "Qualifying Event."



Medical Insurance

The City offers medical insurance through UnitedHealthcare to benefit-eligible employees. The costs per pay period for coverage are listed in the premium table below and a brief summary of benefits is provided on the following page. For more detailed information about the medical plans, please refer to carrier's Summary of Benefits and Coverage (SBC) document or contact UnitedHealthcare's customer service.

Medical Insurance – UHC Choice Plus Traditional Plan 2

26 Payroll Deductions – Per Pay Period Cost

Tier of Coverage	Employee Cost
Employee Only	\$64.42
Employee + 1	\$127.02
Employee + Family	\$194.92

Medical Insurance – UHC Choice Plus HDHP Plan 5

26 Payroll Deductions – Per Pay Period Cost

Tier of Coverage	Employee Cost
Employee Only	\$55.66
Employee + 1	\$109.75
Employee + Family	\$168.42

Other Available Plan Resources

UnitedHealthcare offers all enrolled employees and dependents additional services and discounts through value added programs. For more details regarding other available plan resources, please contact UnitedHealthcare's customer service, or visit www.myuhc.com.

UnitedHealthcare | Customer Service: (800) 357-0978 | www.myuhc.com

Medical Plan Opt-Out Benefit

In an effort to ensure equitable contribution to the health care of every employee, the City offers an "opt-out" option to eligible employees who have waived participation in the City's medical plans and who can show evidence of medical insurance under another medical plan. If employee chooses to receive the "opt-out" benefit, they will receive \$153.85 per pay period. This amount is considered taxable income and is included as part of the gross wages on the W-2 form.

Please Note: If Employee chooses to opt-out of the group medical plan, employee remains eligible for all other group benefits.

Summary of Benefits and Coverage

A **Summary of Benefits & Coverage (SBC)** for the Medical Plan is provided as a supplement to this booklet being distributed to new hires and existing employees during the Open Enrollment period. The summary is an important item in understanding employee's benefit options. A free paper copy of the SBC document may be requested or is also available as follows:

From:	Human Resources
Address:	100 West Dania Beach Blvd. Dania Beach, FL 33004
Phone:	(954) 924-6800 Ext. 3608
Email:	lgonzalez@daniabeachfl.gov
Website URL:	www.mybentek.com/daniabeachfl

The SBC is only a summary of the plan's coverage. A copy of the plan document, policy, or certificate of coverage should be consulted to determine the governing contractual provisions of the coverage. A copy of the group certificate of coverage can be reviewed and obtained by contacting Human Resources or by logging into the employee intranet site.

If there are any questions about the plan offerings or coverage options, please contact Human Resources at (954) 924-6806.

Virtual Visits

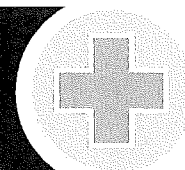
UnitedHealthcare provides access to Virtual Visits as part of the medical plan. A Virtual Visit is a convenient video consultation that provides immediate medical assistance for many conditions.

The benefit is provided to all enrolled members. Registration is required and should be completed ahead of time. This program allows members 24 hours a day, seven (7) days a week on-demand access to affordable medical care via phone and online video consultations when needing immediate care for non-emergency medical issues. Virtual Visits should be considered when employee's primary care doctor is unavailable, after-hours or on holidays for non-emergency needs. Many urgent care ailments can be treated with Virtual Visits, such as:

- | | | |
|---------------|----------------|-----------------|
| ✓ Sore Throat | ✓ Fever | ✓ Rash |
| ✓ Headache | ✓ Cold And Flu | ✓ Acne |
| ✓ Stomachache | ✓ Allergies | ✓ UTIs And More |

Virtual Visit doctors do not replace employee's primary care physician but may be a convenient alternative for urgent care and ER visits. For further information, please contact UnitedHealthcare.

UnitedHealthcare | (800) 357-0978 | www.uhc.com/virtualvisits



UHC Choice Plus Traditional Plan 2 At-A-Glance

Network	Choice Plus	
Calendar Year Deductible (CYD)	In-Network	Out-of-Network*
Single	\$250	\$500
Family	\$500	\$1,000
Coinsurance		
Member Responsibility	10%	30%
Calendar Year Out-of-Pocket Limit		
Single	\$2,500	\$5,000
Family	\$5,000	\$10,000
What Applies to the Out-of-Pocket Limit?	Deductible, Coinsurance, and Copays (Includes Rx)	
Physician Services		
Primary Care Physician (PCP) Office Visit	\$15 Copay	30% After CYD
Specialist Office Visit	\$30 Copay	30% After CYD
Virtual Visits	\$5 Copay	Not Covered
Non-Hospital Services; Freestanding Facility		
Clinical Lab (Bloodwork)**	No Charge	30% After CYD
X-rays	No Charge	30% After CYD
Advanced Imaging (MRI, PET, CT)	\$100 Copay	30% After CYD
Outpatient Surgery in Surgical Center	\$100 Copay	30% After CYD
Physician Services at Surgical Center	10% After CYD	30% After CYD
Urgent Care (Per Visit)	\$50 Copay	30% After CYD
Hospital Services		
Inpatient Hospital (Per Admission)	10% After CYD	30% After CYD
Outpatient Hospital (Per Visit)	\$100 Copay	30% After CYD
Physician Services at Hospital	10% After CYD	30% After CYD
Emergency Room (Per Visit; Waived if Admitted)	\$125 Copay	\$125 Copay
Mental Health/Alcohol & Substance Abuse		
Inpatient Hospital Services (Per Admission)	10% After CYD	30% After CYD
Outpatient Services (Per Visit)	\$15 Copay	30% After CYD
Outpatient Office Visit	\$15 Copay	30% After CYD
Prescription Drugs (Rx)		
Tier 1		\$10 Copay
Tier 2		\$35 Copay
Tier 3		\$60 Copay
Mail Order Drug (90 Day Supply)	2.5x Retail Copay	Not Covered



Locate a Provider

To search for a participating provider, contact UnitedHealthcare's customer service or visit www.myuhc.com. When completing the necessary search criteria, select Choice Plus network.

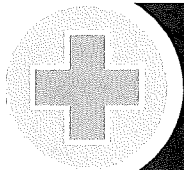


Plan References

*Out-of-Network Balance Billing:

For information regarding out-of-network balance billing that may be charged by out-of-network providers, please refer to the Summary of Benefits and Coverage (SBC) document.

**LabCorp is the preferred lab for bloodwork through UnitedHealthcare. When using a lab other than LabCorp, please confirm they are contracted with UnitedHealthcare's Choice Plus network prior to receiving services.



UHC Choice Plus HDHP Plan 5 At-A-Glance



Locate a Provider

To search for a participating provider, contact UnitedHealthcare's customer service or visit www.myuhc.com. When completing the necessary search criteria, select Choice Plus network.



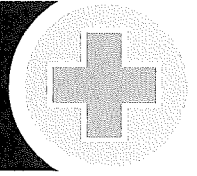
Plan References

***Out-of-Network Balance Billing:**

For information regarding out-of-network balance billing that may be charged by out-of-network providers, please refer to the Summary of Benefits and Coverage (SBC) document.

****LabCorp** is the preferred lab for bloodwork through UnitedHealthcare. When using a lab other than LabCorp, please confirm they are contracted with UnitedHealthcare's Choice Plus network prior to receiving services.

Network	Choice Plus	
Calendar Year Deductible (CYD)	In-Network	Out-of-Network*
Single	\$1,400	\$2,500
Family	\$2,800	\$5,000
Coinsurance		
Member Responsibility	10%	30%
Calendar Year Out-of-Pocket Limit		
Single	\$3,750	\$7,500
Family	\$7,500	\$15,000
What Applies to the Out-of-Pocket Limit?	Deductible, Coinsurance, and Copays (Includes Rx)	
Physician Services		
Primary Care Physician (PCP) Office Visit	10% After CYD	30% After CYD
Specialist Office Visit	10% After CYD	30% After CYD
Virtual Visits	10% After CYD	Not Covered
Non-Hospital Services; Freestanding Facility		
Clinical Lab (Bloodwork)**	10% After CYD	30% After CYD
X-rays	10% After CYD	30% After CYD
Advanced Imaging (MRI, PET, CT)	10% After CYD	30% After CYD
Outpatient Surgery in Surgical Center	10% After CYD	30% After CYD
Physician Services at Surgical Center	10% After CYD	30% After CYD
Urgent Care (Per Visit)	10% After CYD	30% After CYD
Hospital Services		
Inpatient Hospital (Per Admission)	10% After CYD	30% After CYD
Outpatient Hospital (Per Visit)	10% After CYD	30% After CYD
Physician Services at Hospital	10% After CYD	30% After CYD
Emergency Room (Waived if Admitted)	10% After CYD	10% After In-Network CYD
Mental Health/Alcohol & Substance Abuse		
Inpatient Hospital Services (Prior Authorization Required)	10% After CYD	30% After CYD
Outpatient Services (Prior Authorization Required)	10% After CYD	30% After CYD
Outpatient Office Visit	10% After CYD	30% After CYD
Prescription Drugs (Rx)		
Tier 1	\$10 Copay After CYD	
Tier 2	\$35 Copay After CYD	
Tier 3	\$60 Copay After CYD	
Mail Order Drug (90 Day Supply)	2.5x Retail Copay After CYD	Not Covered



Health Savings Account

The UHC Choice Plus High Deductible Health Plan (HDHP) 5 complies with the Internal Revenue Service (IRS) requirements and qualifies enrollee to open a Health Savings Account (HSA). An HSA is an interest-bearing account where funds may be used to help pay employee and dependent(s) deductible, coinsurance and any qualified health care expenses not covered by the plan.

2020-2021 Plan Year Funding:

- **Employee Only: \$700**
- **Employee + Family: \$1,400**

Employee may opt to fund an HSA via pre-tax evenly dispersed payroll deductions or in a lump sum payroll deduction. Employee contributions to an HSA may also be made on an after-tax basis and taken as an above-the-line deduction on employee's tax return (making such contributions tax-free).

- **2020 IRS Contribution Limitations:**
\$3,550 (individual coverage) \$7,100 (family coverage)
- **2021 IRS Contribution Limitations:**
\$3,600 (individual coverage) \$7,200 (family coverage)

Guidelines regarding the HSAs are established by the IRS.

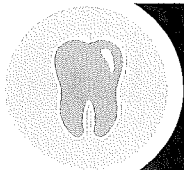
What to know about an HSA

- Employee owns the HSA funds from day one and decides how and when to spend the money.
- No use-it or lose-it rules; funds are in the account when needed, now or in the future. Participant cannot fund a traditional Health Care FSA, however, participant may fund a Limited Purpose FSA for dental and vision expenses only.
- HSA funds may earn interest.
- The HSA will be funded with employer contributions. If employee desires to fund the remaining IRS HSA Combined Contribution Limit balance, they may do so with pre-tax payroll deductions.
- HSA dollars may be used tax-free for all eligible health care expenses.
- HSA funds are portable from one employer to another. Accumulated funds can help employee plan for retirement.
- An account holder may write a check or withdraw funds with a Health Savings Account Debit Card.
- Some account service fees, determined by the bank, may apply.
- Account holder can access HSA statement at any time to track account balance and activity online at www.myameriflex.com.

- To be eligible to open an HSA, employee must be covered by a high deductible health plan. Employee may not be covered under another medical plan that is not a high deductible health plan including a plan the employee's spouse may have selected where he/she has family coverage. Please Note: Eligibility status to qualify for an HSA is specifically driven by employee and NOT dependents.
- HSA funds can be used for dependent(s) even if dependent is not enrolled in the employee's group insurance benefits as long as the dependent is a qualified tax dependent.
- Over-age dependent is not able to use HSA funds for qualified expenses, even if dependent is covered under the medical plan as Federal law does not recognize them as a qualified dependent.
- If employee is enrolled in Medicare, TRICARE or TRICARE for Life, employee is not eligible to contribute funds into an HSA. In addition, the IRS prohibits the City from contributing HSA funds into the account. If employee is not enrolled in Medicare, TRICARE or TRICARE for Life, then employee is eligible to enroll and contribute into the HSA up to the maximum contribution amounts.
- Active employee NOT on Medicare but with a spouse enrolled in Medicare: Any active employee who is covering a spouse that is enrolled in Medicare is eligible to enroll and contribute into the HSA up to the maximum contribution amounts. These funds can be utilized for the active employee and spouse expenses.
- Active employee ON Medicare and with a spouse NOT enrolled in Medicare: Any active employee who is enrolled in Medicare and covering a spouse may not contribute or receive HSA funding. Any remaining balance in the HSA can be utilized until there are no funds remaining.

**Please contact Human Resources for further information regarding funding variations towards employer HSA contributions.*

AmeriFlex | Customer Service: (888) 868-3539 | www.myameriflex.com



Dental Insurance

Cigna Total DPP0 Plan

The City offers dental insurance through Cigna to benefit-eligible employees. The costs per pay period for coverage are listed in the premium table below and a brief summary of benefits is provided on the following page. For more detailed information about the dental plan, please refer to the carrier's summary plan document or contact Cigna's customer service.

Dental Insurance – Cigna Total DPP0 Plan

26 Payroll Deductions - Per Pay Period Cost

Tier of Coverage	Employee Cost
Employee Only	\$1.94
Employee + Family	\$6.10

In-Network Benefits

The Total DPP0 plan provides benefits for services received from in-network and out-of-network providers. It is also an open-access plan which allows for services to be received from any dental provider without having to select a Primary Dental Provider (PDP) or obtain a referral to a specialist. The network of participating dental providers the plan utilizes is the Total Cigna DPP0 network. These participating dental providers have contractually agreed to accept Cigna's contracted fee or "allowed amount." This fee is the maximum amount a Cigna's dental provider can charge a member for a service. The member is responsible for a Calendar Year Deductible (CYD) and then coinsurance based on the plan's charge limitations.

Please Note: Total DPP0 dental members have the option to utilize a dentist that participates in either Cigna's Advantage network or DPP0 network. However, members that use the Cigna Advantage network will see additional cost savings from the added discount that is allowed for using an Advantage network provider. Members are responsible for verifying whether the treating dentist is an Advantage Dentist or a DPP0 Dentist.

Out-of-Network Benefits

Out-of-network benefits are used when member receives services by a non-participating Cigna Total DPP0 provider. Cigna reimburses out-of-network services based on what it determines as the Maximum Reimbursable Charge (MRC). The MRC is defined as the most common charge for a particular dental procedure performed in a specific geographic area. If services are received from an out-of-network dentist, the member may be responsible for balance billing. Balance billing is the difference between the Cigna's MRC and the amount charged by the out-of-network dental provider. Balance billing is in addition to any applicable plan deductible or coinsurance responsibility.

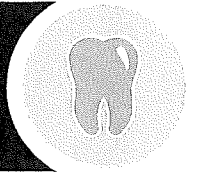
Calendar Year Deductible

The Total DPP0 plan requires a \$50 individual or a \$150 family deductible to be met for in-network or out-of-network services before most benefits will begin. The deductible is waived for preventive services and orthodontia.

Calendar Year Benefit Maximum

The maximum benefit (coinsurance) the Total DPP0 plan will pay for each covered member is \$2,000 for in-network and out-of-network services combined per calendar year. All services, including preventive services, accumulate towards the benefit maximum. Once the plan's benefit maximum is met, the member will be responsible for future charges until next calendar year.

Cigna | Customer Service: (800) 244-6224 | www.cigna.com



Cigna Total DPPPO Plan At-A-Glance

Network	Total Cigna DPPPO	
Calendar Year Deductible (CYD)	In-Network	Out-of-Network*
Per Member		\$50
Per Family		\$150
Waived for Class I Services?		Yes
Calendar Year Benefit Maximum		
Per Member		\$2,000
Class I Services: Diagnostic & Preventive Care		
Routine Oral Exam (1 in 6 Months)		
Routine Cleanings (1 in 6 Months)	Plan Pays: 100% Deductible Waived	Plan Pays: 100% Deductible Waived (Subject to Balance Billing)
Bitewing X-rays (1 in 6 Months)		
Complete X-rays (1 Every 3 Calendar Years)		
Class II Services: Basic Restorative Care		
Fillings		
Simple Extractions		
Endodontics (Root Canal Therapy)	Plan Pays: 80% After CYD	Plan Pays: 80% After CYD (Subject to Balance Billing)
Oral Surgery		
Periodontal Services		
Anesthetics		
Class III Services: Major Restorative Care		
Crowns		
Bridges	Plan Pays: 50% After CYD	Plan Pays: 50% After CYD (Subject to Balance Billing)
Dentures		
Class IV Services: Orthodontia		
Lifetime Maximum		\$1,000
Benefit (Dependent Children Up To Age 19)	Plan Pays: 50% Deductible Waived	Plan Pays: 50% Deductible Waived (Subject to Balance Billing)



Locate a Provider

To search for a participating provider, contact Cigna's customer service or visit www.cigna.com. When completing the necessary search criteria, select Total Cigna DPPPO network.



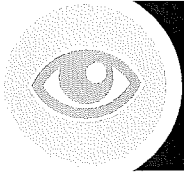
Plan References

***Out-of-Network Balance Billing:** For information regarding out-of-network balance billing that may be charged by an out-of-network provider, please refer to the Out-of-Network Benefits section on the previous page.



Important Notes

- Each covered family member may receive up to one (1) routine cleaning every six (6) months.
- For any dental work expected to cost \$200 or more, the plan will provide a "Pre-Determination of Benefits" upon the request of the dental provider. This will assist with determining approximate out-of-pocket costs should employee have the dental work performed.
- Waiting periods and age limitations may apply.
- Late entrant provisions may apply.
- Benefit frequency limitations may apply to certain services.



Vision Insurance

NVA Vision Plan

The City offers vision insurance through National Vision Administrators (NVA) to benefit-eligible employees. The costs per pay period for coverage are listed in the premium table below and a brief summary of benefits is provided on the following page. For more detailed information about the vision plan, please refer to the carrier's summary plan document or contact NVA's customer service.

Vision Insurance – NVA Vision Plan

26 Payroll Deductions – Per Pay Period Cost

Tier of Coverage	Employee Cost
Employee Only	\$0.38
Employee + Family	\$0.91

In-Network Benefits

The vision plan offers employees and covered dependent(s) coverage for routine eye care, including eye exams, eyeglasses (lenses and frames) or contact lenses. To schedule an appointment, employee and covered dependent(s) may select any network provider who participates in the National Vision Administrators network. At the time of service, routine vision examinations and basic optical needs will be covered as shown on the plan's schedule of benefits. Cosmetic services and upgrades will be additional if chosen at the time of the appointment.

Out-of-Network Benefits

Employee and covered dependent(s) may choose to receive services from vision providers who do not participate in the National Vision Administrators network. When going out of network, the provider will require payment at the time of appointment. NVA will then reimburse based on the plan's out-of-network reimbursement schedule upon receipt of proof of services rendered.

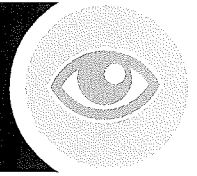
Calendar Year Deductible

There is no calendar year deductible.

Calendar Year Out-of-Pocket Maximum

There is no out-of-pocket maximum. However, there are benefit reimbursement maximums for certain services.

NVA | Customer Service: (866) 665-8437 | www.e-nva.com



NVA Vision Plan At-A-Glance

Network	National Vision Administrators	
Services	In-Network	Out-of-Network
Eye Exam	\$15 Copay	Up to \$35 Reimbursement
Contact Lens Exam (<i>Fit & Follow-up</i>)	Standard Wear - \$20 Copay Extended Wear - \$30 Copay Specialty Wear - \$50 Copay	
Frequency of Services		
Examination	12 Months	
Lenses	12 Months	
Frames	12 Months	
Contact Lenses	12 Months	
Lenses		
Single	No Charge	Up to \$25 Reimbursement
Bifocal	After \$15 Materials Copay	Up to \$40 Reimbursement
Trifocal		Up to \$55 Reimbursement
Frames		
Allowance	Up to \$100 Retail Allowance 20% Discount Off Balance	Up to \$45 Reimbursement
Contact Lenses*		
Non-Elective (<i>Medically Necessary</i>)	No Charge	Up to \$200 Reimbursement
Elective (<i>Fitting, Follow-up & Lenses</i>)	Up to \$115 Retail Allowance	Up to \$92 Reimbursement



Locate a Provider

To search for a participating provider, contact NVA's customer service or visit www.e-nva.com. When completing the necessary search criteria, select National Vision Administrators network.



Plan References

**Contact lenses are in lieu of spectacle lenses and a frame.*



Important Notes

The network provider copay will apply once, if frames and lenses are purchased at the same time.



Flexible Spending Accounts

The City offers Flexible Spending Accounts (FSA) administered through AmeriFlex. The FSA plan year is from January 1 to December 31.

If employee or family member(s) has predictable health care or work-related day care expenses, then employee may benefit from participating in an FSA. An FSA allows employee to set aside money from employee's paycheck for reimbursement of health care and day care expenses they regularly pay. The amount set aside is not taxed and is automatically deducted from employee's paycheck and deposited into the FSA. During the year, employee has access to this account for reimbursement of some expenses not covered by insurance. Participation in an FSA allows for substantial tax savings and an increase in spending power. Participating employee must re-elect the dollar amount to be deducted each plan year. There are three (3) types of FSAs:

- **Health Care FSA:** Available to eligible employee not enrolled in the UHC Choice Plus HDHP Plan 5 with an HSA. Covers medical, dental, and vision expenses that are not paid by insurance.
- **Limited Purpose FSA:** Available to eligible employee enrolled in the UHC Choice Plus HDHP Plan 5 with an HSA. A Limited Purpose Health Care FSA may be used for qualified dental and vision expenses. The Plan Year for the Limited Purpose FSA is from October 1 to September 30.
- **Dependent Care FSA:** Covers day care expenses for qualified dependents necessary for employee and legal spouse, if married, to work.

Health Care FSA

This account allows participant to set aside up to an annual maximum of \$2,750. This money will not be taxable income to the participant and can be used to offset the cost of a wide variety of eligible medical expenses that generate out-of-pocket costs. Participating employee can also receive reimbursement for expenses related to dental and vision care (that are not classified as cosmetic).

Examples of common expenses that qualify for reimbursement are listed below.

Please Note: The entire Health Care FSA election is available for use on the first day coverage is effective.

Dependent Care FSA

This account allows participants to set aside up to an annual maximum of \$5,000 if single or married and file a joint tax return (\$2,500 if married and file a separate tax return) for work-related day care expenses. Qualified expenses include day care centers, preschool, and before/after school care for eligible children and dependent adults.

Please note that if family income is over \$20,000, this reimbursement option will likely save participants more money than the dependent day care tax credit taken on a tax return. To qualify, dependents must be:

- A child under the age of 13, or
- A child, spouse or other dependent who is physically or mentally incapable of self-care and spends at least eight (8) hours a day in the participant's household.

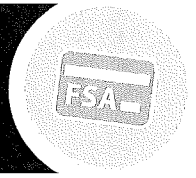
Please Note: Unlike the Health Care FSA, reimbursement is only up to the amount that has been deducted from the participant's paycheck for the Dependent Care FSA.

A sample list of qualified expenses eligible for reimbursement include, but not limited to, the following:

- | | | |
|---|---|-------------------------------|
| ✓ Prescription/Over-the-Counter Medications | ✓ Physician Fees and Office Visits | ✓ LASIK Surgery* |
| ✓ Menstrual Products | ✓ Drug Addiction/Alcoholism Treatment | ✓ Mental Health Care |
| ✓ Ambulance Service | ✓ Experimental Medical Treatment | ✓ Nursing Services |
| ✓ Chiropractic Care | ✓ Corrective Eyeglasses and Contact Lenses* | ✓ Optometrist Fees* |
| ✓ Dental and Orthodontic Fees* | ✓ Hearing Aids and Exams | ✓ Sunscreen SPF 15 or Greater |
| ✓ Diagnostic Tests/Health Screenings* | ✓ Injections and Vaccinations | ✓ Wheelchairs |

*These items are eligible expenses under the Limited Purpose FSA.

Log on to <http://www.irs.gov/publications/p502/index.html> for additional details regarding qualified and non-qualified expenses.



Flexible Spending Accounts *(Continued)*

FSA Guidelines

- The Health Care FSA allows a grace period at the end of the plan year (January 1 - March 15). The grace period allows additional time to incur claims and use any unused funds on eligible expenses after the plan year ends. Once the grace period ends, any unused funds still remaining in the account will be forfeited.
- The Dependent Care FSA allows a grace period at the end of the plan year (January 1 - March 15). The grace period allows additional time to incur claims and use any unused funds on eligible expenses after the plan year ends.
- Employee can enroll in an FSA only during the Open Enrollment period, a Qualifying Event, or New Hire Eligibility period.
- Money cannot be transferred between FSAs.
- Reimbursed expenses cannot be deducted for income tax purposes.
- Employee and dependent(s) cannot be reimbursed for services not received.
- Employee and dependent(s) cannot receive insurance benefits or any other compensation for expenses reimbursed through an FSA.
- Domestic Partners are not eligible as Federal law does not recognize them as a qualified dependent.

Filing a Claim

Claim Form

A completed claim form along with a copy of the receipt as proof of the expense can be submitted by mail or fax. The IRS requires FSA participants to maintain complete documentation, including copies of receipts for reimbursed expenses, for a minimum of one (1) year. Claim forms can be found on www.myameriflex.com or on Bentek.

Debit Card

FSA participant can receive an AmeriFlex debit card for payment of eligible expenses. With the card, most qualified services and products can be paid at the point of sale versus paying out-of-pocket and requesting reimbursement. The debit card is accepted at a number of medical providers and facilities, and most pharmacy retail outlets. AmeriFlex may request supporting documentation for expenses paid with a debit card. Failure to provide supporting documentation when requested, may result in suspension of the card and account until funds are substantiated or refunded back to the City. Please keep the issued card for use next year. Additional or replacement cards may be requested, however, a small fee may apply.

HERE'S HOW IT WORKS!



An employee earning \$30,000 elects to place \$1,000 into a Health Care FSA. The payroll deduction is \$38.46 based on a 26 pay period schedule. As a result, health care expenses are paid with tax-free dollars, giving the employee a tax savings of \$227.

	With a Health Care FSA	Without a Health Care FSA
Salary	\$30,000	\$30,000
FSA Contribution	-\$1,000	-\$0
Taxable Pay	\$29,000	\$30,000
Estimated Tax 22.65% = 15% + 7.65% FICA	-\$6,568	-\$6,795
After Tax Expenses	-\$0	-\$1,000
Spendable Income	\$22,432	\$22,205
Tax Savings	\$227	

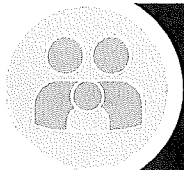
Please Note: Be conservative when estimating health care and/or dependent care expenses. IRS regulations state any unused funds remaining in an FSA after a plan year ends and after all claims have been filed, cannot be returned or carried forward to the next plan year. This rule is known as "use-it or lose-it."

Claims Processing Address | AmeriFlex Claims Dept.

PO Box 269009, Plano, TX 75026

Fax: (888) 631-1038 | Email: claims@myameriflex.com

AmeriFlex | Customer Service: (888) 868-3539 | www.myameriflex.com



Employee Assistance Program

The City cares about the well-being of all employees on and off the job and provides, at no cost, a comprehensive Employee Assistance Program (EAP) through Managed Care Concepts. EAP offers employee and each family member access to licensed mental health professionals through a confidential program protected by State and Federal laws. EAP is available to help employee gain a better understanding of problems that affect them, locate the best professional help for a particular problem, and decide upon a plan of action. EAP counselors are professionally trained and certified in their fields and available 24 hours a day, seven (7) days a week.

What is an Employee Assistance Program (EAP)?

An Employee Assistance Program offers covered employees and family members free and convenient access to a range of confidential and professional services to help address a variety of problems that may negatively affect employee or family member's well-being. Coverage includes eight (8) face-to-face visits with a specialist, per person, per issue, per year, telephonic consultation, online material/tools and webinars. EAP offers counseling services on issues such as:

- ✓ Child Care Resources
- ✓ Legal Resources
- ✓ Grief and Bereavement
- ✓ Stress Management
- ✓ Depression and Anxiety
- ✓ Work Related Issues
- ✓ Adult & Elder Care Assistance
- ✓ Financial Resources
- ✓ Family and/or Marriage Issues
- ✓ Substance Abuse

Are Services Confidential?

Yes. Receipt of EAP services are completely confidential. If, however, participation in the EAP is the direct result of a Management Referral (a referral initiated by a supervisor), we will ask permission to communicate certain aspects of the employee's care (attendance at sessions, adherence to treatment plans, etc.) to the referring supervisor. The referring supervisor will not receive specific information regarding the referred employee's case. The supervisor will only receive reports on whether the referred employee is complying with the prescribed treatment plan.

Managed Care Concepts | Customer Service: (800) 899-3926
www.theemployeeassistanceprogram.com

Basic Life and AD&D Insurance

Basic Term Life Insurance

The City provides Basic Term Life insurance for all eligible employees at no cost through Cigna.

- Full-time employee with less than one (1) year of service will receive coverage in an amount equal to one (1) time the annual salary, up to a maximum of \$50,000.
- Full-time employee with more than one (1) year of service will receive coverage in an amount equal to two (2) times the annual salary, up to a maximum of \$50,000.

Accidental Death & Dismemberment Insurance

Also, at no cost to the employee, the City provides Accidental Death & Dismemberment (AD&D) insurance, which pays in addition to the Basic Term Life benefit when death occurs as a result of an accident. The AD&D benefit amount equals the Basic Term Life benefit, partial benefits may also be payable.

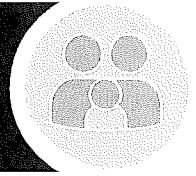
Age Reduction Schedule

Benefit amounts are subject to the following age reduction schedule:

- › Reduces to 50% of the benefit amount at age 70

Always remember to keep beneficiary information updated. Beneficiary information may be updated at anytime through Bentek

Cigna | Customer Service: (800) 238-2125 | www.cigna.com



Voluntary Life Insurance

Voluntary Employee Life Insurance

Eligible employee may elect to purchase additional Life insurance on a voluntary basis through Cigna. This coverage may be purchased in addition to the Basic Term Life and AD&D coverage. Voluntary Life insurance offers coverage for employee, spouse and/or child(ren) at different benefit levels.

New Hires can purchase Voluntary Employee Life insurance without being subject to Medical Underwriting, also known as Evidence of Insurability (EOI), **up to the Guaranteed Issue amount of seven (7) times employee's annual salary or \$150,000.**

- Units can be purchased in increments of \$10,000 up to the maximum of seven (7) times annual salary or \$200,000.
- Benefit amounts are subject to the following age reduction schedule:
 - › Reduces to 50% of the benefit amount at age 70

Voluntary Spouse Life Insurance

New Hires can purchase Voluntary Spouse Life insurance without being subject to Medical Underwriting, also known as Evidence of Insurability (EOI), **up to the Guaranteed Issue amount of \$30,000.**

- Employee must participate in Voluntary Employee Life plan for spouse to participate.
- Units can be purchased in increments of \$5,000, not to exceed a maximum of \$50,000 or 100% of the employee's Voluntary Life coverage amount.
- Benefit amounts are subject to the following age reduction schedule:
 - › Reduces to 50% of the benefit amount at age 70

Voluntary Life Rate Table

Rate Per \$1,000 of Benefit

Age Bracket (Based On Employee Age)	Voluntary Life Rate
≤ 29	\$0.09
30-34	\$0.10
35-39	\$0.14
40-44	\$0.21
45-49	\$0.38
50-54	\$0.58
55-59	\$0.94
60-64	\$1.07
65-69	\$1.51
≥ 70	\$3.52

Premium Calculation:

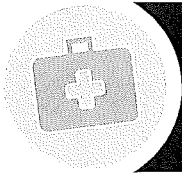
Elected Coverage ÷ \$1,000 x Employee Rate (See Rate Table) x 12 Months
÷ 26 Annual Deductions = Per Pay Cycle Premium

Voluntary Dependent Child(ren) Life Insurance

- Employee must participate in Voluntary Employee Life plan for dependent child(ren) to participate.
- Coverage may be purchased for children birth to six (6) months in the amount of \$500.
- Coverage may be purchased for children age six (6) months to the end of the calendar year the child reaches age 26 in the amount of \$5,000.
- Cost for coverage is \$0.17 per \$1,000 of coverage per month for each eligible dependent child(ren) enrolled.

Always remember to keep beneficiary information updated. Beneficiary information may be updated at anytime through Bentek.

Cigna | Customer Service: (800) 238-2125 | www.cigna.com



Short Term Disability

The City provides Short Term Disability (STD) insurance to all eligible employees through The Maxon Companies at no cost. The STD benefit pays employee a percentage of the weekly earnings if employee becomes disabled due to an illness or non-work related injury.

Short Term Disability

- Employees may select from three (3) options of coverage:
 - › **Option 1:** This election offers a benefit of 50% of the employee's weekly earnings, subject to a maximum of \$300 per week. Employee must be disabled due to an illness for seven (7) days prior to benefits being payable (known as the elimination period); benefits pay immediately for a non-work related injury. The maximum benefit period is 25 weeks for illness and 26 weeks for a non-work related injury.
 - › **Option 2:** This election offers a benefit of 50% of the employee's weekly earnings, subject to a maximum of \$300 per week. Employee must be disabled due to illness or a non-work related injury for 30 days prior to benefits being payable (known as the elimination period). Payments will commence on the 31st day. The maximum benefit period is 52 weeks for illness and for a non-work related injury.
 - › **Option 3:** This election offers a benefit of 60% of the employee's weekly earnings, subject to a maximum of \$400 per week. Employee must be disabled due to illness or a non-work related injury for 90 days prior to benefits being payable (known as the elimination period). Payments will commence on the 91st day. The maximum benefit period is 52 weeks for illness and for a non-work related injury.
- Benefits may be reduced by other income.

If a covered employee incurs loss of earnings due to total disability as the result of a covered illness or non-work related injury, while covered hereunder, the employee shall be entitled to weekly income benefits. Benefits are payable only if the employee is not receiving any wages (including sick, vacation, etc.) from the City or any other employer.

The Maxon Companies (TPA)

Customer Service: (800) 999-3309 | www.maxonco.com

Supplemental Insurance

Aflac

Aflac offers a variety of voluntary supplemental insurance plans that may be purchased separately on a voluntary basis and premiums paid by payroll deduction. Aflac pays money directly to the employee, regardless of what other insurance plans the employee may have.

Available Aflac plans include:

- ✓ Critical Care and Recovery
- ✓ Hospital Advantage
- ✓ Cancer Care
- ✓ Short Term Disability

To learn more about these Aflac plans and/or schedule a personal appointment, contact Dania Beach's Aflac Agent, Margaret Pearson.

Aflac | Customer Service: (561) 881-1964 | www.aflac.com

Agent: Margaret Pearson | Phone: (561) 981-1964

Email: margaret_pearson@us.aflac.com

Trustmark

Trustmark offers a Permanent Life Insurance Plan that may be purchased separately on a voluntary basis for the employee, spouse, minor children and grandchildren with premiums paid by payroll deductions post tax. The Permanent Life Insurance Plan can be purchased as a supplement to the group term and optional term life insurance offered by the City. The voluntary whole life coverage is also portable, even when an employee changes jobs or retires, as long as the employee pays the necessary premium needed to continue the policy.

To learn more about the Trustmark Life Insurance plan or to schedule an appointment, contact the City's local Trustmark Agent, Arthur Hoffman.

Trustmark

Customer Service: (800) 918-8877 | www.trustmarksolutions.com

Agent: Arthur Hoffman | Phone: (954) 609-4924

Email: artiehoffman@bellsouth.net

Notes

Use this section to make notes regarding personal benefit plans or to keep track of important information such as doctors' names and addresses or prescription medications.

- ✓ Divorce
- ✓ Bankruptcy
- ✓ Personal Injury
- ✓ Traffic Tickets
- ✓ Real Estate
- ✓ Wills
- ✓ Probate
- ✓ Immigration

The City employees have the opportunity to enroll in a voluntary identity theft protection/credit monitoring service through IdentityWorksSM, a part of ExperianTM.

- Early warning Surveillance Alert™ notifications via email or mobile text.
- Credit report monitoring checks for new credit cards, loans, inquiries, delinquent accounts and more on a member's credit report.
- Change of address monitoring checks for address changes at the account level that could indicate criminal activity.
- Lost wallet protection
- Monthly email notifications of "all clear" or other status.
- \$1,000,000 Identity Theft Insurance with a \$0 deductible may cover illegal electronic fund transfers, lost wages, legal fees and private investigator costs.
- Identity Theft Resolution Agents help resolve potential identity theft from start to finish.
- A complete personal ExperianSM credit report so members can check for inaccurate information that may be a sign of past identity theft.
- Additional resources so consumers can learn more about identity protection.

	Individual	Family
Preferred Legal Plan	\$9.95	\$9.95
Identity Works	\$7.00	\$14.00
Preferred Legal & Identity Works	\$16.95	\$23.95

Customer Service: (888) 577-3476 | www.preferredlegal.com
Agent: Brian Samuels | Email: info@preferredlegal.com

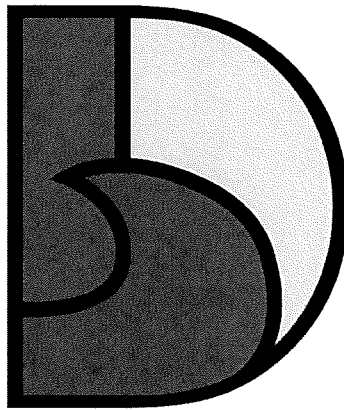


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Use this section to make notes regarding personal benefit plans or to keep track of important information such as doctors' names and addresses or prescription medications.

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DANIA BEACH
SEA IT. LIVE IT. LOVE IT.



4200 Northcorp Parkway, Suite 185
Palm Beach Gardens, Florida 33410
Toll Free: (800) 244-3696 | Fax: (561) 626-6970
www.gehringgroup.com

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EXHIBIT “B”

SERVICES

During the term of the Agreement, the Director shall perform the services listed below:

1. Develop and present to the Board for its adoption, working goals and objectives of the CRA.
2. Develop and present to the Board for its adoption, policies and procedures for the operation of the CRA. These policies may include but are not limited to: a review of the downtown façade improvement policy, a housing assistance policy, green development policies, capital improvement projects and inclusionary zoning.
3. Develop and present to the Board an operational budget for the CRA.
4. Develop with the help of the Board a five (5) year strategic implementation plan for the CRA.
5. Work closely with the City Manager and City staff to create non-monetary incentives that will encourage development within the City of Dania Beach.
6. Identify, meet, and confirm with commercial and housing developers and financiers on an ongoing basis in order to market opportunities available within the City and encourage the creation of new developments within the City.
7. Work with City planning staff to identify vacant parcels within the CRA which might be used for redevelopment purposes.
8. Meet with City staff in order to gain a thorough understanding of the City’s planning efforts to date.
9. Meet with community groups and businesses on an ongoing basis and solicit their input on matters of development and redevelopment within the CRA.
10. Identify grants, loans and other resources that will aid the CRA in its redevelopment and revitalization efforts.
11. Identify, develop and present to the Board for adoption any amendments to existing CRA redevelopment plans which will assist in the redevelopment efforts of the CRA.