

AGENDA
COMMUNITY REDEVELOPMENT AGENCY
HYBRID REGULAR MEETING
WEDNESDAY, NOVEMBER 9, 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 Report

4. PRESENTATIONS

5. CONSENT AGENDA

1. Minutes:
Approve Minutes of October 11, 2022 CRA Board Hybrid Meeting
2. Travel Requests: None
3. RESOLUTION NO. 2022-CRA-010

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING EXECUTION OF A ONE-YEAR RENEWAL AGREEMENT WITH REAL TIME MARKETING GROUP, LLC, (RTMG) TO PROVIDE DIGITAL MARKETING SERVICES TO PROMOTE THE DANIA BEACH CRA DISTRICT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

4. RESOLUTION NO. 2022-CRA-011

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING EXECUTION OF A SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY AND 4 DANIA BEACH HOLDINGS, LLC; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

5. RESOLUTION NO. 2022-CRA-012

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 A RENEWAL AGREEMENT FOR A SIX (6) MONTH PERIOD WITH ATLANTIC STUDIOS, INC. TO PROVIDE PRODUCTION AND MANAGEMENT SERVICES RELATED TO THE “DANIA AFTER DARK” EVENT FOR AN AMOUNT NOT TO EXCEED FIFTY-EIGHT THOUSAND EIGHT HUNDRED DOLLARS (\$58,800.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

6. PROPOSALS AND BIDS

7. DISCUSSION AND POSSIBLE ACTION

1. CRA Owned Properties

8. BOARD MEMBER COMMENTS

9. INFORMATION ITEMS

10. ADJOURNMENT

DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING
NOVEMBER 9, 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
November 9, 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: November 9, 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: In a 2023 strategy discussion with SCORE Broward, they expressed an interest in providing SCORE training programs at the upcoming CRA satellite office. They are also interested in providing ongoing mentorship support for the IP2Mkt Incubator graduates.

2. DANIA AFTER DARK

Update: The November 12th Dania After Dark event will feature live performances by the Eric Austin Band as opener. The Band's music is described as, "Rustic yet refined fresh crisp new gospel folk fusion - family friendly for all ages." Ale Mor, the headliner, is known for her rich and versatile voice, which blends elements of R&B, soul, jazz, and bolero. Scheduled food trucks/vendors include:

- 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 December 3rd – the first Saturday of December to get an early start on welcoming the holidays.

3. 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:

- **Ulta Beauty** (1760 S Bearing St, Dania Pointe): The store has been open for 4 years. They want to fill 9 positions for the upcoming holidays. There were a few smash/grab robberies, but with added security and BSO the employees feel safe.
- **Oasis Pointe Residences** (150 South Bryan Rd): The developer, Asi Cymbal, says the building is 35% leased with move-ins the first week of November. There is limited availability of 1-bedroom apartments, starting at \$ 2,345 per month.
- **Believe Flowers** (324 S Federal Hwy): A family-owned flower shop in Dania Beach since 2015. Same day local delivery is available. Their special arrangements include weddings, corporate events, holiday parties, fruit baskets and much more.
- **Dania Beach Eye Center** (599 S Federal Hwy): Full-service eye care center with Dr. Ava Koch, DO and owners Chris and Gary Jacobs. Located in Dania Beach for +33 years, they provide excellent eye care, contact lenses, and vast selection of frames. Very professional and the friendly service of a small-town practice.
- **Direct Auto Insurance** (322 S Federal Hwy): Agent Janai Joseph can quote insurance coverage regardless of your insurance history - they will find the best policy for your needs. The Dania Beach location has been open for the 20 years.
- **Cucina Italian Restaurant** (17 S Pointe Dr, Dania Pointe.) Owner Lirim Jacoby has an elaborate menu featuring fresh seasonal items, organic infused pasta, chef-handcrafted pizza, and fresh salads. They also have a large selection of wines that pair with all of their food items. Fast becoming a favorite with locals.

Market Update: This section will provide observed market trends and CRA activities:

- The Motel 6 property was sold for \$12,75 million. The future use is unknown.
- Paolo's 3 Company at 242 E Dania Beach Blvd was sold for \$1.7 million and the new owner is looking to lease to a restaurant operator.
- The Cruise.com building and the 3.4 acre site at 255 E Dania Beach Blvd, is for sale at \$14.3 million. Our ED Manager has notified developers currently working with the CRA in an interest to initiate a mixed-use project - two developers seem to have a preliminary interest.
- A developer is consulting with the CRA on plans for a potential office/professional complex in the downtown area. The property is 10,092 sq ft and is in the CC-City Center Zoning district. The Developer is scheduled to close on the property in the next few weeks.
- The CRA is working with a healthcare organization with an interest in opening a 5,000 – 6,000sf doctor's clinic in the downtown area.
- The CRA is working with the principal of a surgical practice seeking 7,500 – 10,000sf of space for a surgical clinic in Greater Ft Lauderdale. The CRA introduced them to a property and we have been advised that Dania Beach is their #2 location choice.

4. PATCH:

The CRA has planned the following fall and holiday programs:

- The Fall Farm Market on November 19
- The Holiday Farm Market on December 17

Starting in the Holiday season and continuing forward the PATCH will be featured at certain Dania After Dark events as we promote healthy eating and sustainability. (See attached promotional brochure.)

The Community Supported Agriculture CSA produce Box and Prescription Rx program with Memorial Hospital will restart in November.

The PATCH is open for walk in purchases Monday to Friday, from 8:00am to 11:00am so residents will be able to obtain fresh produce daily. Online sales are continuing.

The PATCH is reaching out to the neighboring community, especially the next-door neighbors of Saratoga Crossings to shop at the PATCH for discounted prices on locally grown produce.

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.



OUR VISION

- One of the biggest market/ community gardens in Broward County.
- The local government supported agricultural network Standards-based growing ensuring the highest quality of crops.
- Family-friendly events several times monthly that the Community can enjoy.
- Mobile Markets taking healthy delicious food to the people.
- Our strong partnerships with local schools and organizations to use the garden as a tool for studying science, technology, engineering, & math.
- Volunteer Credit: For volunteer opportunities visit www.handsonbroward.org

WHO WE ARE

ABOUT US:

An Urban Farm and Market located on 1.1 acres of previously blighted vacant land in central Dania Beach. PATCH stands for "People's Access to Community Horticulture" and was created to help increase access to local organically-grown produce.

FOUNDED BY:

Dania Beach Community Redevelopment Agency (DBCRA).

CONTACT US:

Phone: **954.924.6801** (DBCRA)
Email: info@thepatchgarden.com
Website: thepatchgarden.com

ORDER ONLINE:

Order Produce Online at: thepatchgarden.com

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HEALTHY FOOD, HEALTHY COMMUNITY

1201 W Dania Beach Blvd. Dania Beach, FL 33004



**HEALTHY FOOD
HEALTHY COMMUNITY**

PESTICIDE FREE, NON- GMO & HANDPICKED

WHAT YOU CAN EXPECT AT THE PATCH



Enjoy greens grown sustainably year-round using our hydroponic technology

FRESH, LOCAL & DELICIOUS

These are only some of the words used to describe the products you can get at the PATCH Dania Beach. We have a great selection of fresh vegetables like lettuce, spinach and cucumbers, as well as carrots, everglades tomatoes and a variety of herbs like basil, rosemary, and thyme.



HEALTHY COMMUNITY

Our sponsors care about improving community health and join us in hosting Health fairs and generous giveaways that bring the community together.



Children showing off the backpacks they received at the CRA's Back to School Bash hosted at the PATCH.

WHAT MAKES US SPECIAL?

- Non-GMO
- Organic-Standards
- Local
- Best Prices
- Fresh
- Best Taste*



Children making Honey Bee boxes after the adults finished their classes in urban Honey Bee Farming

"I LOVE SHOPPING AT THE PATCH;
THEY HAVE THE BEST PRICES AND
IT DOESN'T GET ANY FRESHER
THAN THIS." **HAPPY CUSTOMER**



PATCH receives \$20,000 from the Spirit Charitable Foundation



DANIA BEACH PATCH

PEOPLE'S ACCESS TO COMMUNITY HORTICULTURE

1201 WEST DANIA BEACH BLVD

FARM & MARKET



8AM- 12PM

FALL MARKET

SAT | NOVEMBER 19

PATCH-in-a-Box CSA Benefits:

- Nutritious and delicious foods from local growers & others.
- A PATCH labeled grocery bag.
- A reusable collapsible water bottle.

PATCH IS NOW OPEN MONDAY - FRIDAY FROM 8AM - 11AM FOR ONSITE SHOPPING

STEP 1 Email your order to events@thepatchgarden.com

STEP 2 You will receive an order confirmation and invoice

STEP 3 Pay the invoice with your card online or call for more options

STEP 4 Pick-up online orders on Wednesdays

QUESTIONS: events@thepatchgarden.com or call: 954.922.0220

EBT/SNAP
RECEIVE 50% OFF
FLORIDA-GROWN PRODUCE

WWW.THEPATCHGARDEN.COM



MINUTES OF HYBRID MEETING
DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY
TUESDAY, OCTOBER 11, 2022 – 5:30 P.M.

1. Call to Order/Roll Call

Chair James called the meeting to order at 5:31 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:	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 contacting CRA staff, the Dania Beach Innovation Ecosystem (SkySpaces has committed to providing the CRA front window space and signage on Federal Highway), and CRA-owned properties (he requested the Board schedule a workshop to discuss the properties).

Vice-Chair Salvino felt the Board could discuss the properties at a regular CRA Board meeting and if there was not enough time, then a workshop could be scheduled. He suggested the Board take three or four properties at a time for discussion over several regular Board meetings.

Board Member Lewellen agreed and felt information should be provided in the backup so the Board has time to review it and be ready for discussion.

Chair James suggested Director Chen should give the Board all the information on all the properties and then schedule three or four properties for discussion at each CRA Board meeting.

Director Chen continued with updates on Dania After Dark, economic development activities (BRAVO visits to businesses), Alliance of Entrepreneurial Resource Organizations (AERO) Expo scheduled at City Hall, and the PATCH.

4. Presentations

There were no presentations on the agenda.

5. Consent Agenda

Items Removed from Consent Agenda: #5.3

5.1 Minutes:

Approve Minutes of September 6, 2022 CRA Board Hybrid Budget Workshop
Approve Minutes of September 14, 2022 CRA Board Hybrid Meeting

5.2 Travel Requests: None

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

5.3 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.

City Attorney Boutsis read the title of Resolution #2022-CRA-007.

Vice-Chair Salvino said we have this beautiful seafood event, and we are paying an event producer for it. He asked why we are paying someone to do this instead of them paying us to use our facility. He questioned whether Director Chen has looked into it. The Motorcycle Show is self-sufficient and they sell the spots, but the CRA is paying \$45,000 for the use of our facility and somebody else is making money off us. He felt for next year, the CRA should regroup and see if someone else can produce the event and they pay us for the event. He noted he wanted an answer by February of next year.

Director Chen responded part of our discussion with the production company is how we could charge for admission, and he said he would get back to the Board.

Vice-Chair Salvino noted he does not understand why we let vendors make money off us and we pay the production company \$45,000.

Director Chen said he would bring options for consideration.

Vice-Chair Salvino commented he got a call about Dania After Dark that we have too many food trucks out there. He asked if Director Chen has received any complaints from people not making money off the event.

Director Chen said no, we actually have gotten more trucks to participate due to the popularity of the event.

Board Member Lewellen motioned to adopt Resolution #2022-CRA-007; seconded by Board Member Davis. The motion carried unanimously.

6. Proposals and Bids

6.1 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.

City Attorney Boutsis read the title of Resolution #2022-CRA-008.

Director Chen gave a PowerPoint presentation which is attached to and incorporated into these minutes.

Chair James questioned if this is just for renovations and the shell of the structure would be used.

Director Chen said yes.

Board Member Lewellen asked what the appraised value was.

Director Chen responded \$275,000.

Chair James questioned why the bids were lower than appraised value.

Director Chen explained the repairs are \$150,000 and due to the conditions, we agreed that it would be put out for affordable housing, reflecting low-income affordable housing for 30 years.

Chair James asked if the intent is to keep them as rentals or owner-occupied.

Director Chen said we tried to make it as broad as possible and offered it up as rehabilitation/redevelopment and for sale/for rent. In this case, their intent is to sell the units as low-income housing.

Chair James questioned if it could be a house.

City Attorney Boutsis noted it would be a one-floor townhome and addressed the ADA requirements.

Discussion ensued regarding the appraised value versus the purchase price and the other CRA-owned properties.

Christina Anthony, CEO of Turn Two Construction, addressed the renovations scope of work planned for the property and dividing the parcel in two and sell it to two first-time homebuyers while following the affordable housing criteria and applicable covenants.

Vice-Chair Salvino questioned the form of ownership and board management there would be. If the property is going to be flipped, he is not in favor of either bidder. It should be sold as a duplex; we are promoting a product where someone else is making a profit on it.

Director Chen explained the property must be a two-unit duplex in the covenants.

Discussion ensued regarding the selling of the property by the bidder and the form of ownership.

City Attorney Boutsis noted they would have to comply with our covenants.

Vice-Chair Salvino questioned the new construction and turning it into a condo.

Ms. Anthony explained they would have to apply to the City to split the units and put a property management company in place to maintain the property.

Vice-Chair Salvino said he has never seen this done before; there would be one vote versus another and nothing but a fight.

Board Member Lewellen asked if any consideration was given to demolition of the property as opposed to rehabilitation.

Director Chen responded that was offered up in the RFP; the bidders saw inherent value in the structure of the property.

Board Member Lewellen questioned if this property could be included in the other properties the CRA owns and whether it must be separate.

Director Chen said it is one of the 15 properties and all are handled individually.

Board Member Davis wanted to hear what the vision of the bidders.

Ms. Anthony addressed their intent and noted affordable housing is their expertise. She explained what all needed to be rehabilitated and added there are limited opportunities for affordable housing in the City.

Board Member Davis asked if it was found to be structurally sound.

Ms. Anthony responded yes; the poor cosmetics make it look unsound.

Vice-Chair Salvino asked how much the rent would be per unit if these were rentals.

Ms. Anthony said the rental rate would be within the HUD Affordable Housing parameters and would depend on the number of people per unit. She estimated the selling price would be \$266,000 per unit.

Chair James asked if there is an option for it to remain as rentals versus home ownership. She said the Vice-Chair had good questions about gridlock. At the end of the day, the problems would come back to the Board. She questioned if rentals are easier or more difficult.

Ms. Anthony responded rental is an option. One concern raised on the property management side is the outside exterior area still needs to be maintained. There would still need to be a property manager, just a different type of structure. Their job would be to handle all those issues.

City Attorney Boutsis noted condominium rules could be drafted to break a stalemate.

Vice-Chair Salvino reiterated his concerns regarding the form of ownership, sale price, appraised valued, and the bidder making a large profit at the expense of taxpayers.

Ms. Anthony noted they would be investing \$320,000 to renovate the property.

Vice-Chair Salvino commented that is a different story as he did not realize it would be that much. He questioned the HOA fees.

Ms. Anthony said they are estimated to be \$50 per month to maintain the grass.

Chair James noted she would personally like to keep it as a duplex; it would be a headache otherwise as arbitration could be involved and the unit owners cannot afford it.

Vice-Chair Salvino commented being that we have 16 properties, he would like to see the numbers with putting that much money into it. One benefit is it does become a residential house and not rental. He would like to see the bidder's cost factors.

Board Member Lewellen said she likes the condo idea.

Vice-Chair Salvino motioned to adopt Resolution #2022-CRA-008, as amended, with the bidder to provide their cost factors; seconded by Board Member Lewellen. The motion carried unanimously.

7. Discussion and Possible Action

7.1 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.

City Attorney Boutsis read the title of Resolution #2022-CRA-009 and referenced the email she sent outlining the conditions of Director Chen's current contract and the conditions in the extension contract.

Vice-Chair Salvino recommended the Board extend the contract for one year. Director Chen expressed in past meetings things that have not had an end success. We need to give him an opportunity to get his plans done. A one-year contract can give him time to prove himself. Vice-Chair Salvino added he does not agree to three years.

Board Member Davis said the current contract is a two-year contract; she would be in favor of another two-year contract. A lot of seeds have been planted with the incubator; that project cannot be accomplished within a year. In a year, you can see accomplishments, but she favors a two-year contract and at the end of that, we could see if he moved forward in a positive direction.

Board Member Odman felt that Director Chen is very intelligent and has had an incredible career; she remembers his resume. She does not feel it is the right fit. She understands what Board Member Davis said, but she does not feel more than one year is appropriate at this point.

Board Member Lewellen felt we could see deliverables in a year; she would favor one year and revisit it then. If deliverables are being met, then the Board can decide. She would go one year and then revisit it then for two or three years.

Chair James said she also feels it is not a great fit here. When she looks at the deliverables when they come to this City, she does not think those things have been met. There are no photos of what we have done during the past two years. She is in favor of the incubator and although there is a consensus for one year, if we discontinue employment, the incubator does not have to go away. There is no relationship with the community and our vision is different. The PATCH Master Plan and CRA Plan update have not been given to the Board. She does not favor renewing the contract at all and felt it was bold asking for three years. She added if the Board consensus is to support one year, that is okay, but at that point we have to make a decision.

Board Member Davis noted she believes the incubator is a result of Director Chen's relationships. One year is just not sufficient to see the success of the program; it could be a

check, but it is not sufficient. Removing him would not be a best practice with the relationships he has built. She wants him to be able to flourish with those relationships.

Board Member Lewellen said Vice-Chair Salvino's comment about a Strategic Plan would go a long way; within three months or by March, it would give us more guidance with long and short-term goals. It has been a weird couple of years with COVID and we have to evaluate people differently right now. She favors giving him a year.

Chair James noted she is in favor of a Strategic Plan; but the Board still has not received the PATCH Master Plan and CRA Plan update.

Vice-Chair Salvino said Director Chen should put a timeline on his initiatives. He should give his two or three things that he should have done in a year and then see if progress has been made.

Vice-Chair Salvino motioned to adopt Resolution #2022-CRA-009, as amended to extend the contract one-year; seconded by Board Member Davis. The motion carried on a 4-1 voice vote with Chair James voting no.

8. Board Member Comments

Board Member Lewellen noted Dania After Dark was somewhat well attended; people thought it was going to rain. She has not heard there were too many food trucks. Everyone was having a great time and enjoying themselves; it continues to be a good event.

9. Information Items

There were no items on the agenda.

10. Adjournment

Chair James adjourned the meeting at 6:35 p.m.

ATTEST:

COMMUNITY REDEVELOPMENT
AGENCY

THOMAS SCHNEIDER, CMC
CRA SECRETARY

TAMARA JAMES
CHAIR – CRA

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING EXECUTION OF A ONE-YEAR RENEWAL AGREEMENT WITH REAL TIME MARKETING GROUP, LLC, (RTMG) TO PROVIDE DIGITAL MARKETING SERVICES TO PROMOTE THE DANIA BEACH CRA DISTRICT

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

Memo - Real Time Marketing Group FY 2023, R-2022-CRA- Real Time Marketing Group, LLC (RTMG) One Year Renewal of Agreement to Provide Digital Marketing Services, Executed Agreement RTMG 2018-2019

MEMORANDUM

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

From: Michael Chen, Executive Director

Date: November 9, 2022

Re: **Real Time Marketing Group LLC Digital Media On Year Contract Renewal**

Background:

On November 29, 2018, the CRA executed an agreement with Real Time Marketing Group LLC (RTMG) for a three-year period ending on September 30, 2021. The Agreement also allowed an option to renew the RTMG contract for two additional one-year periods with CRA Board Approval.

Update:

The RTMG online marketing strategy seeks to educate the public and increase awareness for the Dania Beach CRA District Redevelopment Activities through website updates and social media

- Service includes work and updates on the following CRA websites:
 - Dania Beach CRA.org
 - Dania Beach After Dark.com
 - Dania Beach Arts and Seafood Celebration com (including 45-day event promotion)
 - The PATCH Garden.com
 - Other CRA special event websites e.g. Touchdown Dania Beach during the NFL Superbowl season.
- Social media consultation activities for Dania Beach CRA including:
 - Monthly Engagement: Devise promotion concepts, research, evaluate and select tools for implementation, oversee and direct team on progress and ongoing activities to increase engagement.
 - Monthly promotion of specific CRA activities such as The Dania Beach CRA Business Academy, The Dania Beach CRA Beautification Program, and the Dania Beach PATCH.
 - Development with internal team of a monthly calendar that focuses on events, activities, and promotions to provide scheduled daily posts
 - Social media ads management

Digital media: Facebook, Instagram, You Tube.
- Provides monthly/quarterly reports to measure digital success. Also provides advice on overall digital marketing and changes in digital services platforms.

Recommendation

This is the final renewal of the RTMG Agreement and there is no financial increase this year. The funding remains the same as Fiscal Year 2021-2022. The CRA is therefore requesting the approval of a one-year renewal of the RTMG agreement which will have a \$34,750 fiscal impact to the CRA's budget for fiscal year 2022-2023.

RESOLUTION NO. 2022-CRA-010

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING EXECUTION OF A ONE-YEAR RENEWAL AGREEMENT WITH REAL TIME MARKETING GROUP, LLC, (RTMG) TO PROVIDE DIGITAL MARKETING SERVICES TO PROMOTE THE DANIA BEACH CRA DISTRICT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 29, 2018, the City of Dania Beach Community Redevelopment Agency (CRA) executed an agreement with RTMG to enter into a three-year agreement with an option to renew for two (2) additional one (1) year periods with CRA Board approval to provide specialized professional services for social media development, engagement, and online Search Engine Optimization (SEO) to the CRA; and

WHEREAS, the CRA wishes to enter into a one-year renewal agreement with RTMG with the CRA Board approval; and

WHEREAS, the CRA deems it in its best interest to retain RTMG as the Digital Marketing Consultant to the CRA;

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 authorizes an agreement to be executed with RTMG, and a copy of the applicable Scope of Services is attached as Exhibit “A” and is made part of and incorporated into this Resolution by this reference; provided, however that no agreement will be effective unless and until it has been executed by all parties.

Section 3. That the CRA authorizes professional services by RTMG, LLC in an amount not to exceed Thirty-Four Thousand Seven Hundred Fifty Dollars (\$34,750.00).

Section 4. That the Executive Director and CRA Attorney are authorized to make minor revisions to the Agreement relating to digital marketing services as are deemed necessary and proper for the best interests of the CRA.

Section 5. That all purchases shall be subject to and made within the annual budget appropriations and in accordance with the City of Dania Beach Purchasing Policy.

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

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

PASSED AND ADOPTED on November 9, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
BOARD SECRETARY

TAMARA JAMES
BOARD CHAIRPERSON

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CRA ATTORNEY

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY
AND
REAL TIME MARKETING GROUP, LLC. (RTMG)**

THIS AGREEMENT is made as of _____, 2022 by and between the **DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY (the “CRA”)**, a public body corporate and politic created pursuant to Part III of Chapter 163 Florida Statutes, having an address at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, RTMG **(the “Consultant”)** having an address at 2772 Jordan Pointe Blvd, New Hill, NC 26562.

WHEREAS, the Consultant and CRA, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for an **Online Marketing Strategy to promote Dania Beach CRA District** (the “Project”); and

WHEREAS, the CRA wishes to engage the Consultant to perform the services specified below;

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

1. **Scope of Services/Deliverables.**

The Consultant shall furnish professional services to the CRA as set forth in the Scope of Services for the Project as specified in Exhibit “A” attached to this Agreement.

2. **Term/Commencement Date.**

- 2.1 This Agreement shall be for a period of one year and become effective upon execution by both parties and shall remain in effect through September 30, 2023, with an option of the CRA to renew for one additional one (1) year period, unless earlier terminated in accordance with Paragraph 8. The CRA Executive Director may extend the term of this Agreement up to an additional 180 days by written notice to the Consultant, with CRA advance approval.
- 2.2 Consultant agrees that time is of the essence and Consultant shall complete each deliverable for the Project within the timeframes set forth in the Project and Payment Schedule, unless extended in writing by the CRA Executive Director.

3. **Compensation and Payment.**

3.1 The Consultant shall be compensated as follows:

Thirty-Four Thousand Seven Hundred and Fifty Dollars (\$34,750.00) to be paid monthly at the rate of Two Thousand Eight Hundred Fifty Dollars (\$2,894.00) for Fiscal Year 2023-2024.

3.2 The Consultant shall invoice the CRA upon the completion of each task or deliverable in accordance with the Project Schedule or monthly if the Project Schedule does not otherwise specify. The monthly invoice shall include a breakdown of each task for which work was performed during the billing cycle and state the number of hours spent that are associated with each such task.

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

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

4. **Subconsultants.**

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

4.2 Any subconsultants used on the Project must have the prior written approval of the CRA Executive Director.

5. **CRA's Responsibilities**

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

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

6. **Consultant's Responsibilities**

The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided by a consultant under similar

circumstances. If at any time during the term of this Agreement or within one year from the completion of the Project, it is determined that the Consultant's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the CRA Executive Director, the Consultant shall at Consultants' sole expense, immediately correct the work.

7. **Conflict of Interest.**

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

8. **Termination.**

8.1 The CRA Executive Director without cause may terminate this Agreement upon ten (10) days written notice to the Consultant, or immediately with cause.

8.2 Upon receipt of the CRA's written notice of termination, Consultant shall stop work on the Project unless directed otherwise by the CRA Executive Director.

8.3 In the event of termination by the CRA, the Consultant shall be paid for all work accepted by the CRA Executive Director up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4 The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the CRA, in a hard copy and electronic format within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

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

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

- 9.1 Certificates of Insurance must be delivered to the Risk Manager of the City. All Certificates of Insurance must clearly identify the contract to which they pertain, including a brief description of the subject matter of the contract. If coverage is not provided, then Consultant is responsible for prompt notice to the CRA Executive Director and the City. Insurance policies for required coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies' financial ratings must be no less than A-VII in the latest edition of the "BEST'S KEY RATING GUIDE", published by A.M. Best Guide. In the event that the insurance carrier's rating shall drop, the insurance carrier shall immediately notify the City in writing.
- 9.2 Coverages shall be in force while all services required to be performed under the terms of this Agreement are being performed. In the event insurance certificates provided to the CRA and the City indicate that the insurance shall terminate and lapse during the Project period, then in that event, the Consultant shall immediately furnish a renewed Certificate of Insurance as proof that equal and like coverages for the period of the Agreement, is in effect. The Consultant and any subconsultant of the Consultant shall not perform or continue any services pursuant to the agreement unless all coverages remain in full force and effect. Any delay in the services caused by a lapse in coverage shall be non-excusable, shall not be grounds for an extension, and will be subject to any other applicable provisions described in this agreement, concerning Consultant or its or any subconsultant's delay.
- 9.3 Insurance Requirements. The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. The Consultant shall be held responsible for any modifications, deviations, or omissions in these insurance requirements. Consultant shall be responsible for any deductible or self-insured amounts.

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

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

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

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

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

10. **Nondiscrimination.**

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

11. **Indemnification.**

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

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

12. **Notices/Authorized Representatives.**

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

For the CRA: K. Michael Chen, Executive Director
Dania Beach Community Redevelopment Agency
100 West Dania Beach Boulevard
Dania Beach, FL 33004

For The Consultant: Terra Spero
Real Time Marketing Group, LLC
2772 Jordan Pointe Blvd
New Hill, NC 26562

13. **Governing Law.**

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

14. **Entire Agreement/Modification/Amendment.**

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

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

15. **Attorney Fees and Waiver of Jury Trial.**

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

15.2 If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction for any legal action arising out

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

16. **Ownership and Access to Records and Audits.**

- 16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the CRA under this Agreement shall be the property of the CRA.
- 16.2 The CRA Executive Director or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement.
- 16.3 The CRA may cancel this Agreement for refusal by the Consultant to allow access by the CRA Executive Director or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

17. **Nonassignability.**

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

18. **Severability.**

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

19. **Independent Contractor.**

The Consultant and its employees and agents shall be and remain independent contractor and not agents or employees of the CRA with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement

shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.**

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

21. **Waiver**

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

22. **Survival of Provisions**

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

23. **Prohibition Of Contingency Fees.**

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

24. **Counterparts**

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

26. **Ownership and Access to Records and Audits.**

26.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the CRA under this Agreement shall be the property of the CRA.

26.2 All submissions become the property of the CRA and will not be returned to the Consultant. The CRA will hold all submissions in confidence unless otherwise required by law. The Consultant should be aware the CRA is a

“public body” as defined in Florida Statutes, Section 119.011(2) and that it is subject to Florida Statutes, Section 119.0701(2)(a), and the related provisions of the Florida Public Records Law.

- 26.3 Consultant agrees to keep and maintain public records in Consultant’s possession or control in connection with Consultant’s performance under the Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract, and following completion of the contract until the records are transferred to the CRA.
- 26.4 Upon request from the CRA custodian of public records, Consultant shall provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 26.5 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with the contract are and shall remain the property of the CRA.
- 26.6 Upon completion of the contract or in the event of termination by either party, any and all public records relating to the contract in the possession of the Consultant shall be delivered by the Consultant to the CRA Executive Director, at no cost to the CRA, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the CRA in a format that is compatible with the CRA’s information technology systems. Once the public records have been delivered upon completion or termination of the contract, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 26.7 Any compensation due to Consultant shall be withheld until all records are received as provided in this Agreement.
- 26.8 Consultant’s failure or refusal to comply with the provisions of this section shall result in the immediate termination of the contract by the CRA.

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

**IF THE CONSULTANT HAS QUESTIONS REGARDING
THE APPLICATION OF CHAPTER 119, FLORIDA**

STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, THE CONSULTANT MUST CONTACT THE CRA CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: Thomas Schneider, CRA Clerk
Mailing Address: 100 W. Dania Beach Boulevard
Dania Beach, Florida 33004
Telephone number: 954-924-9800, Ext. 3623
Email: tschneider@daniabeachfl.gov

SIGNATURES ON THE FOLLOWING PAGES

IN WITNESS OF THE FOREGOING, the parties execute this Agreement on the respective dates under each signature:

ATTEST:

CRA:

The Dania Beach Community
Redevelopment Agency

THOMAS SCHNEIDER, CMC
CRA CLERK

TAMARA JAMES
CRA CHAIRPERSON

Date: _____

APPROVED FOR LEGAL FORM AND
CORRECTNESS:

EVE A. BOUTSIS
CRA ATTORNEY

Date: _____

WITNESSES:

CONSULTANT:

RTMG, LLC, a Florida Limited Liability Company

SIGNATURE

SIGNATURE

PRINT Name

Terra Spero

PRINT Name

SIGNATURE

Owner

Title

PRINT Name

Date

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 Terra Spero as Owner of Real Time Media LLC a Florida corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

Print Name

My Commission Expires:

EXHIBIT “A”

SCOPE OF SERVICES

GOALS FOR ONLINE MARKETING STRATEGY

- Increase awareness and buzz for the Dania Beach CRA District & Activities through social media
- Educate public on events, businesses, promotions in the Dania Beach CRA District through social media
- Create awareness about the transition and opportunities in the Dania Beach CRA District through social media & digital promotion
- Support destination loyalty by monitoring for and addressing comments in conjunction with team members
- Establish measurements with benchmarks and evaluate traffic to determine the successful direction of campaigns and recommended development for future digital marketing plans.
- Provide monthly/quarterly reports to measure digital success.

APPROACH

The majority of engagements will be aimed at driving community development and awareness focusing on the history and the future of the area. During this period the agency will continue monitoring the progress of the campaigns and provide monthly reporting on results, in addition to recommendation for ongoing strategy. These approaches will continue to be cutting edge digital plans, that are award worthy – and to this point, award-winning!

MARKETING SERVICES

SOCIAL MEDIA DEVELOPMENT, ENGAGEMENT AND SOCIAL SEO

The agency will support the internal team in the daily, ongoing social media management activities. This will be a partnership role between the CRA team, the community merchants, and the selected agency.

SOCIAL MEDIA CONSULTATION ACTIVITIES FOR DANIA BEACH CRA (INCLUDING DANIA BEACH AFTER DARK), THE PATCH GARDEN, AND A 45-DAY CAMPAIGN FOR THE DANIA BEACH ARTS & SEAFOOD CELEBRATION

- Weekly Monitoring: Brand mentions in online media, social media
- Reporting for Facebook: Audience, traffic, engagement, conversions
- Weekly Phone Call / Emails to Review:
 - Upcoming content

- Strategy
 - Promotion suggestions
 - Tactics, best practices
- Graphic Design of social content to meet platform standards
- Monthly Engagement: Devise promotion concepts, research, evaluate and select tools for implementation, oversee and direct team on progress and ongoing activities to increase engagement
- Development with internal team of a monthly calendar that focuses on events, activities, and promotions to provide scheduled daily posts
- Social media ads management
 - Facebook & Instagram ad buys
 - Facebook & Instagram ad measurement
 - Measurement and evaluation of all advertising campaigns
 - Management and optimization of all advertising buys based upon social bids for demographic
 - YouTube ad buys as determined necessary
- Facebook
 - Scheduling of daily posts filled with curated photos of local events & CRA programs
- Instagram
 - Work with internal team on strategy & recommendations for Instagram strategy.
 - Assist with Instagram content when staff is unavailable or on vacation

PROJECT MANAGER. The agency will assign a Project Manager who will be the Client's primary contact regarding the account. As the person with the most knowledge of your account, all questions regarding the Services and billing should be initially directed to your Project Manager for resolution. The agency reserves the right to change your client manager as needed to best serve your account.

WEBSITE PAGE CONSULTING & UPDATES

DANIABEACHCRA.ORG

The agency provides 1 hour per month of website event updates and minor edits for the Dania Beach CRA website, any major updates or content changes beyond this 1 hour per month can be purchased at the pricing listed below the scope of work.

DANIABEACHARTSANDSEAFOODCELEBRATION.COM

In addition, RTMG will assist in updating the Dania Beach Arts & Seafood Celebration website or provide videos for staff to update the site. RTMG will allocate 1 hour per month in updating The Dania Beach Arts & Seafood Celebration website at no additional charge, these can be accumulated for a total of 12 hours per year. Additional hours can be purchased in a package of 5 per month for \$250 or at \$75/hour.

THEPATCHGARDEN.COM

The agency provides 1 hour per month of website event updates and minor edits for The PATCH GARDEN website, any major updates or content changes beyond this 1 hour per month can be purchased at the pricing listed below.

DANIABEACHAFTERDARK.COM

The agency provides 1 hour per month of website event updates and minor edits for the DANIA BEACH AFTER DARK website, any major updates or content changes beyond this 1 hour per month can be purchased at the pricing listed below.

WEBSITE PAGE UPDATING

RTMG is available to assist in major updating of the Dania Beach CRA website. RTMG will allocate up to 10 hours per month in updating the Dania Beach CRA website for \$500 or will provide an hourly service at \$75/hour as deemed necessary by the CRA Executive Director.

2023/2024 CRA WEBSITES, SOCIAL MEDIA, AND MARKETING CONSULTING FEES are as follows:

FEES: \$2,894.91 PER MONTH, not to exceed \$34,750.00 For Fiscal Year 2023-2024.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY
AND
RTMG, LLC.**

THIS AGREEMENT is made as of November 29, 2018 by and between the **DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY (the "CRA")**, a public body corporate and politic created pursuant to Part III of Chapter 163 Florida Statutes, having an address at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, **RTMG, LLC (the "Consultant")** having an address at 2385 Executive Center Dr. Suite 250, Boca Raton, FL 33431.

WHEREAS, the Consultant and CRA, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for an **Online Marketing Strategy to promote Dania Beach CRA District** (the "Project"); and

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

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

1. **Scope of Services/Deliverables.**

The Consultant shall furnish professional services to the CRA as set forth in the Scope of Services for the Project as specified in Exhibit "A" attached to this Agreement.

2. **Term/Commencement Date.**

2.1 This Agreement shall be for a period of three years and become effective upon execution by both parties and shall remain in effect through September 30, 2021, with an option of the CRA to renew for two (2) additional one (1) year periods unless earlier terminated in accordance with Paragraph 8. The CRA Executive Director may extend the term of this Agreement up to an additional 180 days by written notice to the Consultant, with CRA advance approval.

2.2 Consultant agrees that time is of the essence and Consultant shall complete each deliverable for the Project within the timeframes set forth in the Project and Payment Schedule, unless extended in writing by the CRA Executive Director.

3. **Compensation and Payment.**

3.1 The Consultant shall be compensated as follows:

- a) Thirty One Thousand Eight Hundred Dollars (\$31,800.00) to be paid monthly at the rate of Two Thousand Six Hundred Fifty Dollars (\$2,650.00) for Fiscal Year 2018-2019
- b) Two Thousand Seven Hundred Three Dollars (\$2,703.00) per month, not to exceed Thirty Two Thousand Four Hundred Thirty Six Dollars (\$32,436.00) for Fiscal Year 2019-2020.
- c) Two Thousand Seven Hundred Fifty Six Thousand Dollars and Six Cents (\$2,757.06) per month, not to exceed Thirty Three Thousand Eighty Four Dollars and Seventy Two Cents (\$33,084.72) for Fiscal Year 2020-2021.

- 3.2 The Consultant shall invoice the CRA upon the completion of each task or deliverable in accordance with the Project Schedule or on a monthly basis if the Project Schedule does not otherwise specify. The monthly invoice shall include a breakdown of each task for which work was performed during the billing cycle and state the number of hours spent that are associated with each such task.
- 3.3 The CRA shall pay Consultant in accordance with the Florida Prompt Payment Act.
- 3.4 If a dispute should occur regarding an invoice submitted, the CRA Executive Director may withhold payment of the disputed amount and may pay Consultant the undisputed portion of the invoice. Upon written request of the CRA Executive Director, the Consultant shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the CRA Executive Director whose decision shall be final.

4. **Subconsultants.**

- 4.1 The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Project.
- 4.2 Any subconsultants used on the Project must have the prior written approval of the CRA Executive Director.

5. **CRA's Responsibilities**

- 5.1 Furnish to Consultant, at the Consultant's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Consultant, in possession of the CRA.
- 5.2 Arrange for access to and make all provisions for Consultant to enter upon real property as required for Consultant to perform services as may be requested in writing by the Consultant.

6. **Consultant's Responsibilities**

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

7. **Conflict of Interest.**

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

8. **Termination.**

- 8.1 The CRA Executive Director without cause may terminate this Agreement upon ten (10) days written notice to the Consultant, or immediately with cause.
- 8.2 Upon receipt of the CRA's written notice of termination, Consultant shall stop work on the Project unless directed otherwise by the CRA Executive Director.
- 8.3 In the event of termination by the CRA, the Consultant shall be paid for all work accepted by the CRA Executive Director up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.
- 8.4 The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the CRA, in a hard copy and electronic format within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

The Consultant shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by the CRA Executive Director. Certificates of Insurance for any required insurance shall be provided to the CRA at the

time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the CRA before any policy or coverage is cancelled or restricted.

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

- 9.1 Certificates of Insurance must be delivered to the Risk Manager of the City. All Certificates of Insurance must clearly identify the contract to which they pertain, including a brief description of the subject matter of the contract. If coverage is not provided, then Consultant is responsible for prompt notice to the CRA Executive Director and the City. Insurance policies for required coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies' financial ratings must be no less than A-VII in the latest edition of the "BEST'S KEY RATING GUIDE", published by A.M. Best Guide. In the event that the insurance carrier's rating shall drop, the insurance carrier shall immediately notify the City in writing.
- 9.2 Coverages shall be in force while all services required to be performed under the terms of this Agreement are being performed. In the event insurance certificates provided to the CRA and the City indicate that the insurance shall terminate and lapse during the Project period, then in that event, the Consultant shall immediately furnish a renewed Certificate of Insurance as proof that equal and like coverages for the period of the Agreement, is in effect. The Consultant and any subconsultant of the Consultant shall not perform or continue any services pursuant to the agreement, unless all coverages remain in full force and effect. Any delay in the services caused by a lapse in coverage shall be non-excusable, shall not be grounds for an extension, and will be subject to any other applicable provisions described in this agreement, concerning Consultant or its or any subconsultant's delay.
- 9.3 Insurance Requirements. The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. The Consultant shall be held responsible for any modifications, deviations, or omissions in these insurance requirements. Consultant shall be responsible for any deductible or self-insured amounts.
 - 9.3.1. General Liability Insurance to include bodily injury, broad form property damage, blanket contractual liability, and personal injury with limits of no less than One Million Dollars

(\$1,000,000.00) per occurrence, combined single limit for bodily injury liability and property damage liability.

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

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

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

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

10. Nondiscrimination.

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

11. Indemnification.

11.1 Consultant shall defend, indemnify, and hold harmless the CRA and its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Consultant's performance or non-performance of any provision of this Agreement

including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the CRA for all of its expenses including reasonable attorney fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Consultant's performance or non-performance of this Agreement.

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

12. **Notices/Authorized Representatives.**

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

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

For The Consultant: Terra Spero
 c/o Beighley, Myrick, Udell & Lynne Esq.
 2385 Executive Center Dr. Suite 250
 Boca Raton, FL 33431

13. **Governing Law.**

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

14. **Entire Agreement/Modification/Amendment.**

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

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

15. Attorney Fees and Waiver of Jury Trial.

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

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

16. Ownership and Access to Records and Audits.

16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the CRA under this Agreement shall be the property of the CRA.

16.2 The CRA Executive Director or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement.

16.3 The CRA may cancel this Agreement for refusal by the Consultant to allow access by the CRA Executive Director or her designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

17. Nonassignability.

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

18. **Severability.**

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

19. **Independent Contractor.**

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

20. **Compliance with Laws.**

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

21. **Waiver**

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

22. **Survival of Provisions**

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

23. **Prohibition Of Contingency Fees.**

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

24. **Counterparts**

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

26. **Ownership and Access to Records and Audits.**

- 26.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the CRA under this Agreement shall be the property of the CRA.
- 26.2 The CRA Executive Director or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Consultant involving transactions related to this Agreement.
- 26.3 The CRA may cancel this Agreement for refusal by the Consultant to allow access by the CRA Executive Director or her designee to any records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.
- 26.4 All submissions become the property of the CRA and will not be returned to the Consultant. The CRA will hold all submissions in confidence unless otherwise required by law. The Consultant should be aware the CRA is a "public body" as defined in Florida Statutes, Section 119.011(2) and that it is subject to Florida Statutes, Section 119.0701(2)(a), and the related provisions of the Florida Public Records Law.
- 26.5 Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under the Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract, and following completion of the contract until the records are transferred to the CRA.
- 26.6 Upon request from the CRA custodian of public records, Consultant shall provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

- 26.7 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with the contract are and shall remain the property of the CRA.
- 26.8 Upon completion of the contract or in the event of termination by either party, any and all public records relating to the contract in the possession of the Consultant shall be delivered by the Consultant to the CRA Executive Director, at no cost to the CRA, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the CRA in a format that is compatible with the CRA's information technology systems. Once the public records have been delivered upon completion or termination of the contract, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 26.9 Any compensation due to Consultant shall be withheld until all records are received as provided in this Agreement.
- 26.10 Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of the contract by the CRA.

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

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

Custodian of Records: Thomas Schneider, CRA Clerk
Mailing Address: 100 W. Dania Beach Boulevard
Dania Beach, Florida 33004
Telephone number: 954-924-9800, Ext. 3623
Email: tschneider@daniabeachfl.gov

IN WITNESS OF THE FOREGOING, the parties execute this Agreement on the respective dates under each signature:

ATTEST:


THOMAS SCHNEIDER, CMC
CRA CLERK

CRA:

The Dania Beach Community
Redevelopment Agency


LORI LEWELLEN
CRA CHAIRPERSON

Date: 11-29-18

APPROVED FOR LEGAL FORM AND
CORRECTNESS:


THOMAS J. ANSBRO
CRA ATTORNEY

Date: 11-27-18



WITNESSES:

[Signature]
SIGNATURE

Ronald Spero
PRINT Name

[Signature]
SIGNATURE

Thomas Spero
PRINT Name

CONSULTANT:

RTMG, LLC, a Florida Limited Liability Company

[Signature]
SIGNATURE

Terra Spero
PRINT Name

Owner
Title

11/12/18
Date

North Carolina
STATE OF ~~FLORIDA~~
COUNTY OF Wake

The foregoing instrument was acknowledged before me on NOVEMBER 12TH, 2018 by TERRA SPERO as OWNER of RTMG, on behalf of the company. He/she is personally known to me or produced NC DL as identification.

My commission expires: 07/31/2023

North Carolina
NOTARY PUBLIC, State of Florida

[Signature]

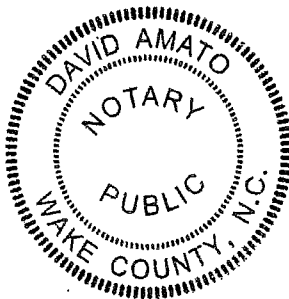


EXHIBIT "A"

SCOPE OF SERVICES

GOALS FOR ONLINE MARKETING STRATEGY

- Increase awareness and “buzz” for the Dania Beach CRA District and Activities through social media
- Educate public on events, businesses, promotions in the Dania Beach CRA District through social media
- Create awareness about the transition and opportunities in the Dania Beach CRA District through social media & digital promotion
- Support destination loyalty by monitoring and addressing comments in conjunction with team members
- Establish measurements with benchmarks and evaluate traffic to determine the successful direction of campaigns and recommended development for future digital marketing plans.
- Provide monthly/quarterly reports to measure digital success.

APPROACH

The majority of engagements will be aimed at driving community development and awareness focusing on the history and the future of the area. During this period the Consultant will continue monitoring the progress of the campaigns and provide monthly reporting on results, in addition to recommendation for ongoing strategy. These approaches will continue to be cutting edge digital plans that are award worthy.

MARKETING SERVICES

SOCIAL MEDIA DEVELOPMENT, ENGAGEMENT AND SOCIAL SEO

The Consultant will support the internal team in the daily, ongoing social media management activities. This will be a partnership role between the CRA team, the community merchants, and the selected Consultant.

SOCIAL MEDIA CONSULTATION ACTIVITIES FOR DANIA BEACH CRA, THE PATCH GARDEN, AND A 45-DAY CAMPAIGN FOR THE DANIA BEACH ARTS & SEAFOOD CELEBRATION

- Weekly Monitoring: Brand mentions in online media, social media
- Monthly Reporting for Facebook: audience, traffic, engagement, conversions
- Weekly Telephone Call / Emails to Review:
 - Coming week’s content
 - Strategy
 - Promotion suggestions
 - Tactics, best practices

- Graphic Design of social content to meet platform standards
- Monthly Engagement: Devise promotion concepts, research, evaluate and select tools for implementation, oversee and direct team on progress and ongoing activities to increase engagement
- Development with internal team a monthly calendar that focuses on events, activities, and promotions to provide scheduled daily posts on Facebook.
- Social media ads management
 - Facebook and Instagram ad buys
 - Facebook and Instagram ad measurement
 - Measurement and evaluation of all advertising campaigns
 - Management and optimization of all advertising buys based upon social bids for demographic
 - YouTube ad buys as determined necessary
- Instagram
 - Scheduling of daily posts filled with curated photos of local events & CRA programs
 - Hashtags of posts to both increase engagement and awareness of Dania Beach as a City on the rise with opportunities relating to the City's new brand.

PROJECT MANAGER.

The Consultant will assign a Project Manager who will be the Client's primary contact regarding the account. As the person with the most knowledge of the CRA account, all questions regarding the Services and billing should be initially directed to CRA Executive Director for resolution. The Consultant reserves the right to change the CRA client manager as needed to best serve your account.

WEBSITE PAGE CONSULTING.

The Consultant provides 1 hour per month of website event updates and minor edits for the Dania Beach CRA website, any major updates or content changes beyond this 1 hour per month can be purchased at the pricing listed below the scope of work. In addition, RTMG will assist in updating the Dania Beach Arts & Seafood Celebration website or provide videos for staff to update the site. RTMG will allocate one hour per month in updating The Dania Beach Arts & Seafood Celebration website at no additional charge; these can be accumulated for a total of 12 hours per year. Additional hours can be purchased in a package of 5 per month for \$250 or at \$75/hour. The PATCH GARDEN website is a user-friendly site, capable of being updated by the internal CRA team. If updates for the site are requested from RTMG, they can be purchased in a package of 5 per month for \$250 or at \$75/hour.

FEES: \$2,650.00 per month, not to exceed \$31,800.00 for Fiscal Year 2018-2019
 \$2,703.00 per month, not to exceed \$32,436.00 for Fiscal Year 2019-2020
 \$2,757.06 per month, not to exceed \$33,084.72 for Fiscal Year 2020-2021

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING EXECUTION OF A SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY AND 4 DANIA BEACH HOLDINGS, LLC

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

Memo Trion Dev Agmt 2nd Amend 110822, R-2022-CRA- 4 Dania Beach Holdings, LLC (Trion Project) Second Amendment to Development Agreement, Letter to CRA - Extension Req v2 102822.pdf Trion-Soleste, Trion Dev Agmt Exec

MEMORANDUM

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

From: Michael Chen, Executive Director

Date: November 8, 2022

Re: Second amendment to the development agreement with 4 Dania Beach Holdings, LLC (Trion)

Background: On May 12, 2020 the CRA Board authorized a Development Agreement with 4 N Federal Dania, LLC ("Developer") to facilitate construction of the Trion at Dania Beach, consisting of an eight (8) story residential building, with 340 market-rate units, approximately 13,000 square feet of ground floor retail space, on-site parking, and a public park. The Agreement provides for \$1,000,000 of funding support specifically related to the public park.

On April 13, 2021, the CRA Board authorized a First Amendment to the Development Agreement to extend the deadline specified in paragraph 2.c, describing the documents necessary to qualify for the first funding (\$333,333), to April 20, 2021

Update: The Developer has formally requested the Completion Deadline to be extended for twelve (12) months and to waive the July 23, 2022 deadline to request such extension.

Under Section 2(d) of the Development Agreement, Developer is responsible for obtaining a Certificate of Occupancy for the Project by no later than January 23, 2023 (the "Completion Deadline") to qualify for the second funding (\$666,667) of the Agreement.

Section 2(d) also provides for the Developer to request an extension of time if the following conditions were met: (i) Developer has submitted the extension request to the CRA and Broward County no less than six (6) months prior to the original Completion Date, (ii) Broward County has authorized a commensurate extension of funding under the Interlocal Agreement, (iii) the buildings have reached "dried-in" status, and (iv) there is no outstanding uncured Event of Default by the Developer.

The Developer had expected to obtain the Certificate of Occupancy by the original Completion Date. However, they experienced significant supply chain disruptions resulting in a delay of the final completion. Despite supply chain challenges and start delays due to COVID-related shutdowns, Developer has achieved 95% completion for the entire Project and has met all of the other conditions to request the extension of the Completion Deadline.

Recommendation: The CRA recommends approval of the Developer's request for a twelve (12) months extension of the Completion Deadline.

Attachments: Developer extension request letter, dated October 28, 2022
Original Development Agreement - Executed
Resolution for the Second Amendment
Second Amendment of the Development Agreement

RESOLUTION NO. 2022-CRA-011

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY ("CRA") OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING EXECUTION OF A SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY AND 4 DANIA BEACH HOLDINGS, LLC; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the CRA Board authorized execution of a Development Agreement ("Agreement") with 4 N Federal Dania, LLC ("Developer") on May 12, 2020 to facilitate construction of the Trion at Dania ("Project"), which will promote redevelopment, job creation, tax revenue generation and the reduction of slum and blight for the benefit of the City of Dania Beach; and

WHEREAS, on April 13, 2021, the CRA Board authorized a First Amendment to the Agreement, in order to extend the requirements of paragraph 2.c to April 20, 2021; and

WHEREAS, under Section 2(d) of the Development Agreement, Developer is responsible for obtaining a Certificate of Occupancy for the Project by no later than January 23, 2021 (the "Completion Deadline"); and

WHEREAS, pursuant to Section 2(d), the Developer was to request an extension of time if the following conditions were met: (i) Developer has submitted the extension request to the CRA and Broward County no less than six (6) months prior to the original Completion Date (i.e. July 23, 2022), (ii) Broward County has authorized a commensurate extension of funding under the Interlocal Agreement, (iii) the buildings have reached "dried-in" status, and (iv) there is no outstanding uncured Event of Default by the Developer: and

WHEREAS, Developer is not timely in its request for an extension (request is after July 23, 2022), as at the time of the notice deadline for the extension Developer had planned to obtain its Certificate of Occupancy by the original Completion Date, however, since that time Developer has experienced significant supply chain disruptions that have extended its timeframe for final completion: and

WHEREAS, the request for a Second Amendment to the Agreement, is to amend the completion deadline found at Section 2(d), so that the Completion Deadline be extended for a period of twelve (12) months and to waive the July 23, 2022 deadline; and

WHEREAS, despite supply chain challenges and earlier delays due to shutdowns related to the COVID-19 pandemic, Developer has achieved 95% completion for the entire Project and has met all of the other conditions required to request a 12-month extension of the Completion Deadline: and

WHEREAS, the Developer has formally requested the twelve (12) month extension provided for in Section 2(d) of the Development Agreement and waiver of the July 23, 2022 extension deadline; and

WHEREAS, the Housing & Community Development Department at Broward County supports this Second Amendment of the Interlocal Agreement between Broward County and the Dania Beach Community Redevelopment Agency documenting the funding for Trion at Dania Beach Project under the Broward Redevelopment Program (“BRP”) and will submit the extension request to the Broward Board of County Commissioners (“BOCC”) for approval, despite missing the July 23, 2022 deadline;

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

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

Section 2. That the CRA Board authorizes execution by CRA officials of a Second Amendment to Development Agreement between the Dania Beach Community Redevelopment Agency and 4 Dania Beach holdings, LLC; a copy of the Second Amendment is attached as Exhibit “A” and is made part of and incorporated into this Resolution by this reference, provided, however it will not be effective unless and until it has been executed by all parties.

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

Section 4. That this Resolution shall be in force and take effect immediately upon its passage and adoption **AND** upon the BOCC passage and adoption of the Second Amendment to the Interlocal Agreement between Broward County and The Dania Beach Community Redevelopment Agency documenting the funding under the Broward Redevelopment Program.

PASSED AND ADOPTED on November 9, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
BOARD SECRETARY

TAMARA JAMES
BOARD CHAIRPERSON

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CRA ATTORNEY

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

THIS IS A SECOND AMENDMENT (“SECOND AMENDMENT”) to an existing development agreement between the Dania Beach Community Redevelopment Agency, a public body corporate and politic, having an address at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 (the “CRA”), and 4 N FEDERAL DANIA, LLC, a Florida limited liability company (the “DEVELOPER”) having an address of 2455 East Sunrise Boulevard, Suite 1112, Fort Lauderdale, FL 33304 (“DEVELOPMENT AGREEMENT”). The City of Dania Beach, Florida is an intended third-party beneficiary of this AMENDMENT.

R E C I T A L S

WHEREAS, the DEVELOPMENT AGREEMENT between the Dania Beach Community Redevelopment Agency and DEVELOPER was made as of May 12, 2020 and is incorporated by this reference; and

WHEREAS, on April 13, 2021, the CRA Board authorized a First Amendment to the Agreement, in order to extend the requirements of paragraph 2.c to April 20, 2021; and

WHEREAS, under Section 2(d) of the Development Agreement, Developer is responsible for obtaining a Certificate of Occupancy for the Project by no later than January 23, 2021 (the "Completion Deadline"); and

WHEREAS, pursuant to Section 2(d), the Developer was to request an extension of time if the following conditions were met: (i) Developer has submitted the extension request to the CRA and Broward County no less than six (6) months prior to the original Completion Date (i.e. July 23, 2022), (ii) Broward County has authorized a commensurate extension of funding under the Interlocal Agreement, (iii) the buildings have reached "dried-in" status, and (iv) there is no outstanding uncured Event of Default by the Developer: and

WHEREAS, Developer is not timely in its request for an extension (request is after July 23, 2022), as at the time of the notice deadline for the extension Developer had planned to obtain its Certificate of Occupancy by the original Completion Date, however, since that time Developer has experienced significant supply chain disruptions that have extended its timeframe for final completion: and

WHEREAS, the request for a Second Amendment to the Agreement, is to amend the completion deadline found at Section 2(d), so that the Completion Deadline be extended for a period of twelve (12) months and to waive the July 23, 2022 deadline; and

WHEREAS, despite supply chain challenges and earlier delays due to shutdowns related to the COVID-19 pandemic, Developer has achieved 95% completion for the entire Project and has met all of the other conditions required to request a 12-month extension of the Completion Deadline: and

WHEREAS, the Developer has formally requested the twelve (12) month extension provided for in Section 2(d) of the Development Agreement and waiver of the July 23, 2022 extension deadline; and

WHEREAS, the CRA and Consultant now wish to amend the FIRST AMENDMENT to the DEVELOPMENT AGREEMENT, which is attached as Exhibit “A”. The Exhibit is made a part of and incorporated into this SECOND AMENDMENT by this reference.

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

1. As good cause, including but not limited to supply chain issues, was provided to the City Commission, the Completion Deadline to obtain a Certificate of Occupancy by January 23, 2023, contained in the DEVELOPMENT AGREEMENT, at clause 2(d) is extended by twelve (12) months and to authorize the extension of the request deadline found at clause 2(d)(i).

2. Except as amended and modified by this SECOND AMENDMENT, all of the terms, conditions and covenants of the DEVELOPMENT AGREEMENT shall remain in full force and effect. In the event of any conflict between the provisions of the DEVELOPMENT AGREEMENT and the provisions of this FIRST AMENDMENT shall control.

SIGNATURES ON THE FOLLOWING PAGES

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

ATTEST:

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

THOMAS SCHNEIDER, CMC
CRA CLERK

TAMARA JAMES
CRA CHAIRPERSON

Date: _____

APPROVED FOR LEGAL FORM
AND CORRECTNESS:

EVE A. BOUTSIS
CRA ATTORNEY

K. MICHAEL CHEN
CRA EXECUTIVE DIRECTOR

Date: _____

WITNESSES:

DEVELOPER:

4 N FEDERAL DANIA, LLC

a Florida limited liability company

SIGNATURE

SIGNATURE

PRINT Name

PRINT Name

SIGNATURE

Title

PRINT Name

Date

STATE OF FLORIDA

COUNTY OF

BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or by ☐ online notarization, on_____, 2021, by De Motwani as President of 4 N FEDERAL DANIA, 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:

4 DANIA BEACH HOLDINGS, LLC
6201 SW 70th Street, Suite 200, South Miami, FL 33143

October 28, 2022

City of Dania Beach
Community Redevelopment Agency
100 West Dania Beach Boulevard
Dania Beach, FL 33004
Attention: K. Michael Chen

Re: Completion Deadline under that certain Development Agreement dated May 26, 2020 between Dania Beach Community Redevelopment Agency (the “CRA”) and N Federal Dania, LLC, as amended by the First Amendment to Development Agreement dated May 28, 2021 between the CRA and 4 Dania Beach Holdings, LLC (“Developer”) as successor owner and assignee (as amended and assigned, the “Development Agreement”)

Dear Mr. Chen:

Under Section 2(d) of the Development Agreement, Developer is responsible for obtaining a Certificate of Occupancy for the Project by no later than January 23, 2023 (the “Completion Deadline”), which Completion Deadline is subject to extension for a period of twelve (12) months provided (i) Developer has submitted the extension request to the CRA and Broward County no less than six (6) months prior to the original Completion Date (i.e. July 23, 2022), (ii) Broward County has authorized a commensurate extension of funding under the Interlocal Agreement, (iii) the buildings have reached “dried-in” status, and (iv) there is no outstanding uncured Event of Default by the Developer.

At the time of the notice deadline for the extension of the Completion Date (i.e. July 23, 2022), Developer had planned to obtain its Certificate of Occupancy by the original Completion Date, however, since that time Developer has experienced significant supply chain disruptions that have extended its timeframe for final completion, including delays in shipments of appliances, electrical components, fire pumps and other supplies necessary for the Project, to receive its Certificate of Occupancy. These supply chain disruptions have since resulted in delays to the anticipated Completion Date that Developer did not anticipate prior to the extension deadline.

Despite these setbacks and earlier delays due to shutdowns related to the COVID-19 pandemic, Developer nevertheless has achieved 95% completion for the entire Project, including 100% completion of (i) the shell work for the buildings, (ii) mechanical, electrical and plumbing systems, (iii) elevators, and is close to 100% completion of all interior finishes, painting and stucco work for the building. Attached as Exhibit “A” are arials reflecting the current status of construction of the Project. Such progress is a clear demonstration of Developer’s good faith in diligently pursuing completion of a large-scale Project in a timely manner. Additionally, all buildings have reached “dried-in” status, and Developer can confirm there are no outstanding Events of Defaults under the Development Agreement.

Developer anticipates achieving substantial completion (including completion of all streetscape, park and civil work) and receiving a temporary certificate of occupancy by early Q1 of 2023, subject only to minor punch list items. A final certificate of occupancy is expected by the end of July of 2023, however, this time frame for final completion is subject to the Project receiving final approvals from the various departments in the City for all items related to the Project including minor punch list work, which is difficult for Developer to forecast.

Accordingly, Developer respectfully requests that the CRA amend the agreement to provide Developer with a twelve (12) month extension of the Completion Deadline. Developer is willing to provide any additional information the CRA or County may require with respect to such request.

Thank you for your consideration on this matter.

Sincerely,

4 DANIA BEACH HOLDINGS, LLC

By: 

Name: Roberto J. Suris

Title: Manager

EXHIBIT A

Aerials of Current Status of Construction



DEVELOPMENT AGREEMENT

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

W I T N E S S E T H:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

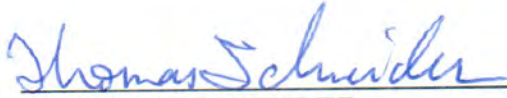
18. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

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

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

[SIGNATURES TO FOLLOW]

ATTEST:


THOMAS SCHNEIDER
CRA CLERK

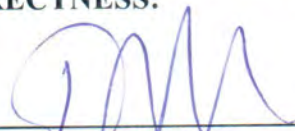
CRA:

COMMUNITY REDEVELOPMENT
AGENCY, a public body corporate and
politic


LORI LEWELLEN
CRA BOARD CHAIR

Date: 5-26-20

APPROVED FOR LEGAL FORM AND
CORRECTNESS:


THOMAS J. ANSBRO
CRA ATTORNEY

Date: 5/26/20



WITNESSES:

DEVELOPER:

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

Stacey Spector
SIGNATURE

Dev Motwani
DEV MOTWANI
Title: Manager

Stacey Spector
PRINT Name

Dev Motwani
PRINT Name

Isabel Logada
SIGNATURE

5/20/2020
Date

Isabel Logada
PRINT Name

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or by ☐ online notarization, on May 20, 2020, by Dev Motwani, as Manager of 4 N FEDERAL DANIA, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.



Erinlea Eslinger
Notary Public, State of Florida
Erinlea Eslinger
Print Name

My Commission Expires:

March 25 2024

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 A RENEWAL AGREEMENT FOR A SIX (6) MONTH PERIOD WITH ATLANTIC STUDIOS, INC. TO PROVIDE PRODUCTION AND MANAGEMENT SERVICES RELATED TO THE “DANIA AFTER DARK” EVENT FOR AN AMOUNT NOT TO EXCEED FIFTY-EIGHT THOUSAND EIGHT HUNDRED DOLLARS (\$58,800.00)

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

Memo Atlantic Studios 6 Mon Renew 110922, R-2022-CRA- Atlantic Studios, Inc. Six-Month Renewal Agreement for Production and Management Services for Dania After Dark

MEMORANDUM

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

From: Michael Chen, Executive Director

Date: November 9, 2022

Re: Atlantic Studios Inc. Renewal Agreement as Producer of Dania After Dark

DANIA AFTER DARK

Background: The CRA launched Dania After Dark (DAD) as a family friendly summer series from June to September 2018. DAD is now a monthly festival focusing on art and crafts, music, food, culture, and sustainability. DAD also provides performance art in a public place with an onsite artist creating an art piece during the event. The event was initiated as a revitalization effort for the downtown/city center. The focus is to bring residents and visitors to the area to showcase the work being done to revitalize downtown. It is also aimed at creating a sense of community and safety enjoyed by businesses, visitors, and residents.

The event attracts approximately 1,000 to 1,200 patrons monthly.

Update: On September 13, 2021, following a RFP process, the CRA Board approved Resolution 2021-CRA-009 which named Atlantic Studios Inc. as producer of the event with a renewal clause of a maximum of three additional one-year periods.

For the 2023 Dania After Dark installments the CRA wishes to enter into a first renewal agreement with Atlantic Studios, Inc. for **six months rather than 12 months**. Atlantic Studios will provide production and management services in connection with six (6) events to enable the CRA to continue Dania After Dark, while providing time for the Board review the event and determine if changes are desired.

Atlantic provides turnkey production services to the event, including the stage, sound systems, DJ, large tent for patron shelter, portable restrooms, tented vendors, food trucks, fire inspections, BSO security, and event signage/promotion. There is no per-event cost increase to renew the agreement with Atlantic Studios for 2023.

RECOMMENDATION: The CRA recommends Board approval of the Atlantic Studios, Inc. contract at a cost not to exceed Fifty-Eight Thousand, Eight Hundred Dollars (\$58,800) for six events.

RESOLUTION NO. 2022-CRA-012

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 A RENEWAL AGREEMENT FOR A SIX (6) MONTH PERIOD WITH ATLANTIC STUDIOS, INC. TO PROVIDE PRODUCTION AND MANAGEMENT SERVICES RELATED TO THE “DANIA AFTER DARK” EVENT FOR AN AMOUNT NOT TO EXCEED FIFTY-EIGHT THOUSAND EIGHT HUNDRED DOLLARS (\$58,800.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the CRA launched Dania After Dark (“DAD”) as a family-friendly summer series in September 2018; and

WHEREAS, from 2018 to 2022, seventeen (17) DAD events were held; and

WHEREAS, the CRA posted and advertised RFP No. CRA-21-014 on the City website, DemandStar, and in the Sun Sentinel newspaper on June 22, 2021, seeking to secure a new production services contract for DAD; and

WHEREAS, CRA Officials executed Resolution No. 2021-CRA-009, dated September 13, 2021, authorizing Atlantic Studios as the producer of Dania After Dark 2022 for a period of one year with a renewal clause of a maximum of three additional one-year periods; and

WHEREAS, the CRA wishes to enter into a first renewal agreement with Atlantic Studios, Inc. for six months rather than 12 months, to provide production and management services in connection with six (6) DAD events in 2023 to be held within the community redevelopment area; and

WHEREAS, the 6-month extension keeps DAD running while giving the Board an opportunity to discuss/change what the Board wants from the event; and

WHEREAS, a copy of the DAD First Renewal Agreement for 2023 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 by reference.

Section 2. That the proper CRA officials are authorized to execute a First Renewal Agreement with Atlantic Studios, Inc. for a period of six (6) months in an amount not to exceed Fifty-Eight Thousand Eight Hundred Dollars (\$58,800.00) to produce Dania After Dark.

Section 3. Funding will come from CRA Account No. 106-52-01-552-48-17: Promotional Activities Community Events.

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 November 9, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
BOARD SECRETARY

TAMARA JAMES
BOARD CHAIRPERSON

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CRA ATTORNEY

**FIRST RENEWAL OF THE AGREEMENT BETWEEN
THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY
AND ATLANTIC STUDIOS, INC.**

This is a First Renewal of the Agreement entered into on November 9, 2022, 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 Atlantic Studios, Inc., a Florida corporation (the "Contractor"), with a mailing address of P.O. Box 671012 Coral Springs, FL 33067, to perform event production and management services in connection with the CRA's monthly "Dania After Dark" event (the "Event").

1. Pursuant to Paragraph 2 of the underlying Agreement dated September 13, 2021, the parties agree to enter into this First Renewal, for the six-month period starting December 1, 2022 and ending June 1, 2023.

2. All other material terms and conditions of the underlying Agreement remain in full force and effect.

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

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

ATTEST:

CRA:

**Community Redevelopment Agency, a
public body corporate and politic**

THOMAS SCHNEIDER
CRA CLERK

K. MICHAEL CHEN
EXECUTIVE DIRECTOR

Date: _____

APPROVED FOR LEGAL FORM AND
CORRECTNESS:

EVE A. BOUTSIS
CRA ATTORNEY

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

WITNESSES:

Contractor:

Atlantic Studios, Inc.

SIGNATURE

SIGNATURE

PRINT Name

PRINT Name

SIGNATURE

Title

PRINT Name

Date

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 _____ as President of Atlantic Studios Inc, 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:

MEMORANDUM

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

From: Michael Chen, Executive Director

Date: November 9, 2022

Re: **CRA-Owned Properties - Unbuildable**

Background

The CRA owns 15 parcels of land. One of those parcels (509-511 NW 3rd Ter) was the subject of an RFP. The Board approved the sale of this property to Turn Two Construction for rehabilitation as low-income affordable (80% AMI) on October 11.

Of the remaining 14 parcels, three are considered “unbuildable” due to dimension limitations. The CRA has been in discussion with the city on the possibility of returning two of them to the city to create small neighborhood parks. A summary description of the three parcels is in the table below.

Property Address	Land (SF)	Req Width	Req Depth	Actual Width	Actual Depth	Zoning Designation	Status / Comments
524 NW 3 Ter	3,750	60.0	90.0	38	100	NBHO - Res	Offer Rcv'd \$38k / Park
Old Griffin Rd	4,231	60.0	90.0	31/57	100/103	NBHO - Res	Park
115 Phippen Waters Rd	1,992	60.0	90.0	25	80	NBHO - Res	Offer Rcv'd \$15k / Park

Update:

NOTE: Florida ss163.380 requires the CRA to publish notice of its interest in selling a CRA-owned property. The required notice has not been published for the three properties under discussion. Therefore, no decision to sell these properties can be completed at this time.

In addition to the dimension challenges, the sites at 524 NW 3 Ter and Old Griffin Road are corner properties. The Old Griffin Road parcel is further challenged being a wedge-shaped site with a wide-radius curb at the corner of Old Griffin Road and NW 4th Ave. Therefore, any structures built on these sites would “crowd the street, create a sightline challenge at the intersection, and driveways would be unreasonably close to the intersection, resulting in a potential traffic hazard. The CRA has received an unsolicited proposal for 524 NW 3 Ter for the development of a single-family house. However due to the dimensional challenges, it seems the best use of these sites may be small neighborhood parks.

The parcel at 115 Phippen Waiters Road is a mid-block site that is 25 feet wide. As a stand-alone site, it is unbuildable. The adjacent property owner (113 Phippen Waiters) is a for-rent single-family home. The owner has submitted an unsolicited proposal for the CRA-owned site to provide more yard area for their tenant. This would enhance the next door property value

and improve the quality of life for its tenant. The alternative would be to use the CRA-owned parcel for a small neighborhood park.

For the parcels best used for small neighborhood parks, the CRA would transfer ownership back to the City for design, development, and maintenance as a City park. This transfer would first require a published notice per Florida ss163.380.

Recommendation

The CRA needs input from the Board on your consensus interest on the use of the three unbuildable CRA-owned parcels. The CRA requests approval from the Board to publish a public notice of its intent to sell the three unbuildable properties in accordance with Florida ss163.380. Once the notice requirements have been satisfied, the CRA will put the subject on the CRA Board Agenda for discussion and formal action.

Attachments: Summary table of the unbuildable parcels
Broward County Property Assessor folio/map for each parcel
Surveys for each parcel (survey of 119 Phippen Waters vs 115 Phippen Waiters)

Dania Beach Final NAL Values**Source: Florida DOR NAL Yr 2021 / Tax Yr 2022****CRA-Owned Properties: Unbuildable**

Folio Count: 3

Property Address	Land (SF)	Req Width	Req Depth	Actual Width	Actual Depth	Zoning Designatiion	Status / Comments	Parcel ID
524 NW 3 Ter	3,750	60.0	90.0	38	100	NBHO - Res	Offer Rcv'd \$38k, Unbuildable - park discussion	504234060260
Old Griffin Rd	4,231	60.0	90.0	31/57	100/103	NBHO - Res	Unbuildable - park discussion	504234060640
115 Phippen Waters Rd	1,992	60.0	90.0	25	80	NBHO - Res	Unbuildable, Appraised Value \$24k - Offer Rcv'd \$15k	504234300200



Site Address	524 NW 3 TERRACE, DANIA BEACH FL 33004	ID #	5042 34 06 0260
Property Owner	CITY OF DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY	Millage	0413
Mailing Address	100 W DANIA BEACH BLVD DANIA BEACH FL 33004	Use	80-01
Abbr Legal Description	HANSEN & NELSON SUB 3-76 D LOT 1,W1/2 LOT 2 BLK B		

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.

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2022*	\$35,630		\$35,630	\$35,630	
2021	\$35,630		\$35,630	\$35,630	\$6.00
2020	\$35,630		\$35,630	\$35,630	\$4.00

2022* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	\$35,630	\$35,630	\$35,630	\$35,630
Portability	0	0	0	0
Assessed/SOH	\$35,630	\$35,630	\$35,630	\$35,630
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	\$35,630	\$35,630	\$35,630	\$35,630
Taxable	0	0	0	0

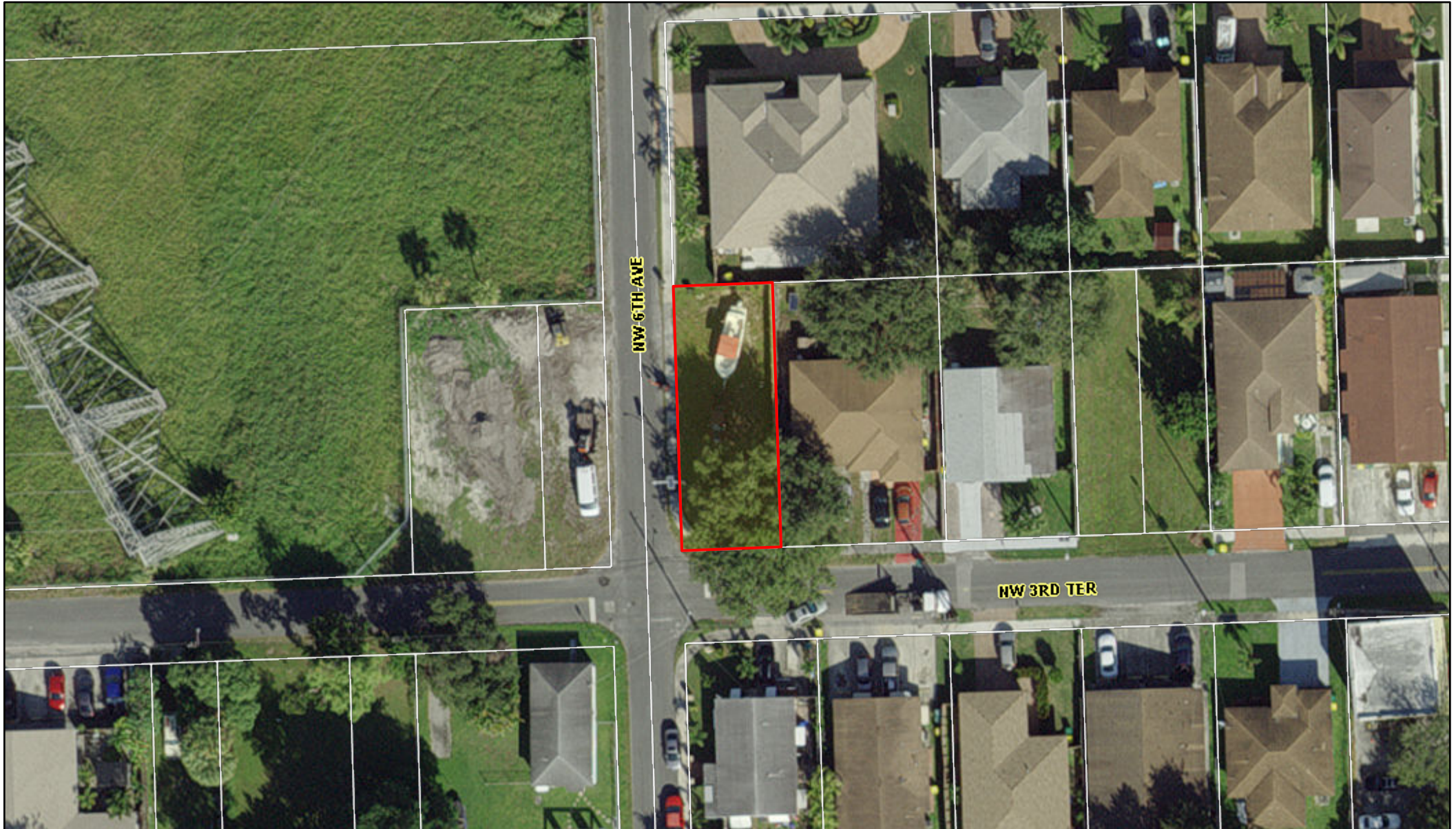
Sales History				Land Calculations		
Date	Type	Price	Book/Page or CIN	Price	Factor	Type
7/15/2019	QCD-T	\$100	115961628	\$9.50	3,750	SF
9/20/2016	QCD-T		113946839			
3/6/2007	TXD-T		43747 / 1853			
12/1/1966	WD	\$6,900				
				Adj. Bldg. S.F.		

Special Assessments

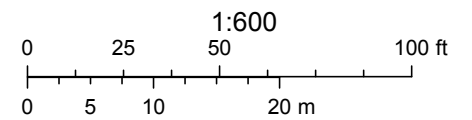
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
04						DS		
X								
9						.1		

Property Id: 504234060260

**Please see map disclaimer



May 20, 2021



- LEGEND**
- CABLE JUNCTION BOX
 - ▨ CATCH BASIN
 - CLEAN OUT
 - ⊗ CONTROL VALVE
 - ⊠ ELECTRIC SERVICE
 - ⊕ FIRE HYDRANT
 - F&P PAD
 - ⌋ GUY ANCHOR
 - ⊙ MANHOLE
 - ▭ POOL EQUIPMENT
 - ⊗ POWER/LIGHT POLE
 - ⊗ SPRINKLER SYSTEM
 - ⊗ WATER METER
 - ⊗ WATER VALVE
 - ⊗ WELL

- BRICK PAVERS
- CENTERLINE
- CONCRETE/CHAT
- CONCRETE WALL
- ELEVATION
- METAL FENCE
- OVERHEAD WIRES
- WOOD DECK/DOCK
- WOOD FENCE

- ABBREVIATIONS**
- BC BUILDING CORNER
 - BW BACK OF WALK
 - C CALCULATED
 - M MEASURED
 - N.T.S. NOT TO SCALE
 - OP OPEN PORCH
 - ORB OFFICIAL RECORDS BOOK
 - POB POINT OF BEGINNING
 - POC POINT OF COMMENCEMENT
 - POF POINT OF FENCE
 - E/F EDGE OF FENCE
 - ED EDGE OF PAVEMENT
 - EW EDGE OF WATER
 - T/C FENCE CORNER
 - F/L FENCE LINE
 - FIR FOUND IRON PIPE
 - FIR FOUND IRON ROD
 - FN FOUND NAIL
 - FN&D FOUND NAIL & DISC
 - FP&L FLORIDA POWER AND LIGHT
 - R RECORD
 - RAD RADIAL
 - SN&D SET NAIL & DISC # 5495
 - SP SCREENED PORCH
 - SP&C SET 1/2" PIN & CAP # 5495
 - CNF CORNER NOT FOUND

ATLANTIC COAST SURVEYING, INC.

Paul J. Stowell

PAUL J. STOWELL
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATION NO. 5241
ATLANTIC COAST SURVEYING, INC.
6129 STRLING RD SUITE 2 DAVIE, FLORIDA 33314
OFFICE: 954.587.2100 FAX: 954.587.5418

LEGAL DESCRIPTION
LOT 1 AND WEST 1/2 OF LOT 2, BLOCK B, OF HANSEN & NELSON SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 3, PAGE 76, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; BEING THE SAME PROPERTY CONVEYED TO THE CITY OF DANIA BEACH BY QUIT CLAIM DEED, RECORDED INSTRUMENT # 113946839, ON SEPTEMBER 22, 2016, IN THE BROWARD COUNTY OFFICIAL RECORDS.

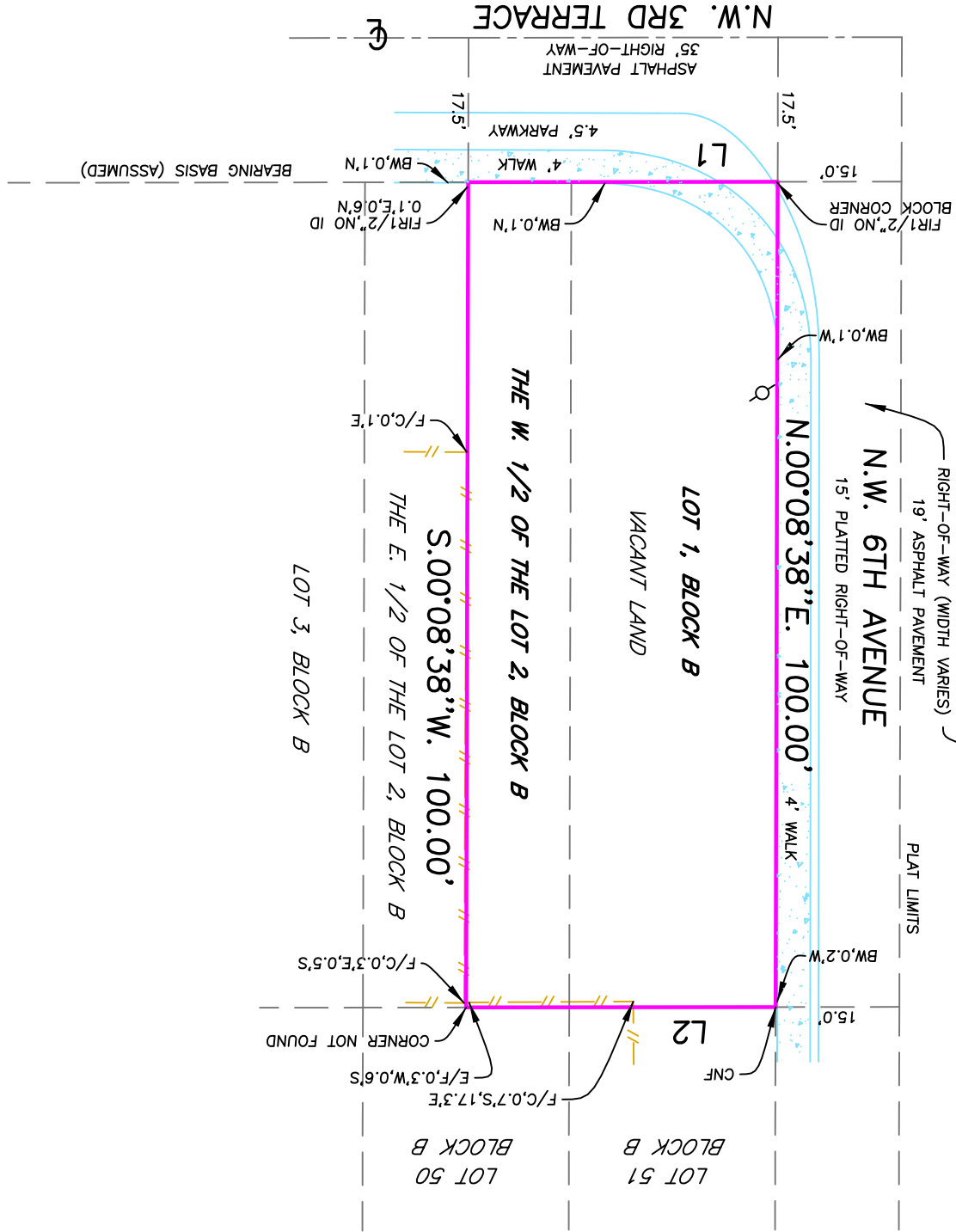
CERTIFIED TO:
CITY OF DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

PROPERTY ADDRESS
524 NW 3RD TERRACE
DANIA BEACH, FL 33004
BOUNDARY SURVEY
INVOICE # 43300
SURVEY DATE 08/26/21
FLOOD ZONE X0.2%
MAP DATE 08/18/14
MAP NUMBER 120034 0567H



- SURVEYOR'S NOTES
1. BASIS OF BEARINGS AS INDICATED ON SKETCH.
 2. LEGAL DESCRIPTION PROVIDED BY CLIENT.
 3. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THIS OFFICE FOR EASEMENTS, RIGHT-OF-WAYS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD.
 4. UNDERGROUND OR INTERIOR PORTIONS OF FOOTINGS, FOUNDATIONS, WALLS OR OTHER NON-VISIBLE IMPROVEMENTS WERE NOT LOCATED.
 5. ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 UNLESS OTHERWISE SHOWN.
 6. FENCE TIES ARE TO THE CENTER-LINE OF FENCE. WALL TIES ARE TO THE FACE OF WALL.
 7. IN SOME INSTANCES GRAPHIC REPRESENTATIONS HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE THE CONTROL THE LOCATION OF THE IMPROVEMENTS OVER SCALED POSITIONS.
 8. THE DIMENSIONS AND DIRECTIONS SHOWN HEREON ARE IN SUBSTANTIAL AGREEMENT WITH RECORD VALUES UNLESS OTHERWISE NOTED.
 9. PARTY WALLS ARE CENTERED ON PROPERTY LINE AND ARE 0.7' WIDE UNLESS OTHERWISE NOTED.
 10. EXISTING CORNERS FOUND OFF WITNESS PROPERTY CORNERS
 11. OBSTRUCTED CORNERS ARE WITNESSED BY IMPROVEMENTS.
 12. NO ATTEMPT WAS MADE TO LOCATE WRITTEN OR UNWRITTEN EASEMENTS OR RIGHTS-OF-WAY, OTHER THEN THOSE SHOWN HEREON.

DANIA MANOR
(PLAT BOOK 10, PAGE 53)



LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	S.89°55'29"W.	37.50'
L2	N.89°55'29"E.	37.50'



MARTY KIAR
BR  **WARD**
COUNTY
PROPERTY APPRAISER

Site Address	OLD GRIFFIN ROAD, DANIA BEACH FL 33004
Property Owner	CITY OF DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY
Mailing Address	100 W DANIA BEACH BLVD DANIA BEACH FL 33004-3643
Abbr Legal Description	HANSEN & NELSON SUB 3-76 D LOT 27,28 BLK C

ID #	5042 34 06 0640
Millage	0413
Use	80

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\(8\)](#).

* 2021 values are considered "working values" and are subject to change.

Property Assessment Values					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2021*	\$40,190		\$40,190	\$40,190	
2020	\$40,190		\$40,190	\$40,190	\$4.00
2019	\$25,390		\$25,390	\$15,120	\$4.00

2021* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	\$40,190	\$40,190	\$40,190	\$40,190
Portability	0	0	0	0
Assessed/SOH	\$40,190	\$40,190	\$40,190	\$40,190
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	\$40,190	\$40,190	\$40,190	\$40,190
Taxable	0	0	0	0

[illegible]

Special Assessments

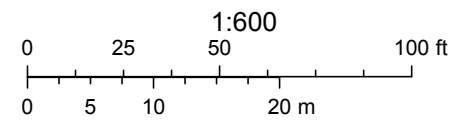
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean
04						DS	
L							
1						.1	

Property Id: 504234060640

**Please see map disclaimer



May 20, 2021



PAUL J STOWELL
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATION NO. 5241
ATLANTIC COAST SURVEYING, INC.
6129 STIRLING RD SUITE 2 DAVIE, FLORIDA 33314
OFFICE: 954.587.2100 FAX: 954.587.5418

WOOD FENCE	
WOOD DECK/DOCK	
OVERHEAD WIRES	
METAL FENCE	
ELEVATION	
CONCRETE WALL	
CONCRETE/CHAT	
CENTERLINE	
BRICK PAVERS	

LEGEND

Scale 1" = 20'

A horizontal scale bar with alternating black and white segments. The segments are labeled 20, 0, 20, 40, and 60 from right to left. The text "Scale 1" = 20'" is written above the bar.



MARTY KIAR
BR WARD
 COUNTY
 PROPERTY APPRAISER

Site Address	115 PHIPPEN WAITERS ROAD, DANIA BEACH FL 33004	ID #	5042 34 30 0200
Property Owner	DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY	Millage	0413
Mailing Address	100 W DANIA BEACH BLVD DANIA BEACH FL 33004	Use	80-01
Abbr Legal Description	PARADISE MANOR 32-31 B LOT 25 BLK 1		

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\(8\)](#).

* 2023 values are considered "working values" and are subject to change.

Property Assessment Values					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023	\$21,910		\$21,910	\$11,640	
2022	\$21,910		\$21,910	\$10,590	\$6.00
2021	\$14,940		\$14,940	\$9,630	\$6.00

2023 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$21,910	\$21,910	\$21,910	\$21,910
Portability	0	0	0	0
Assessed/SOH	\$11,640	\$21,910	\$11,640	\$11,640
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	\$11,640	\$21,910	\$11,640	\$11,640
Taxable	0	0	0	0

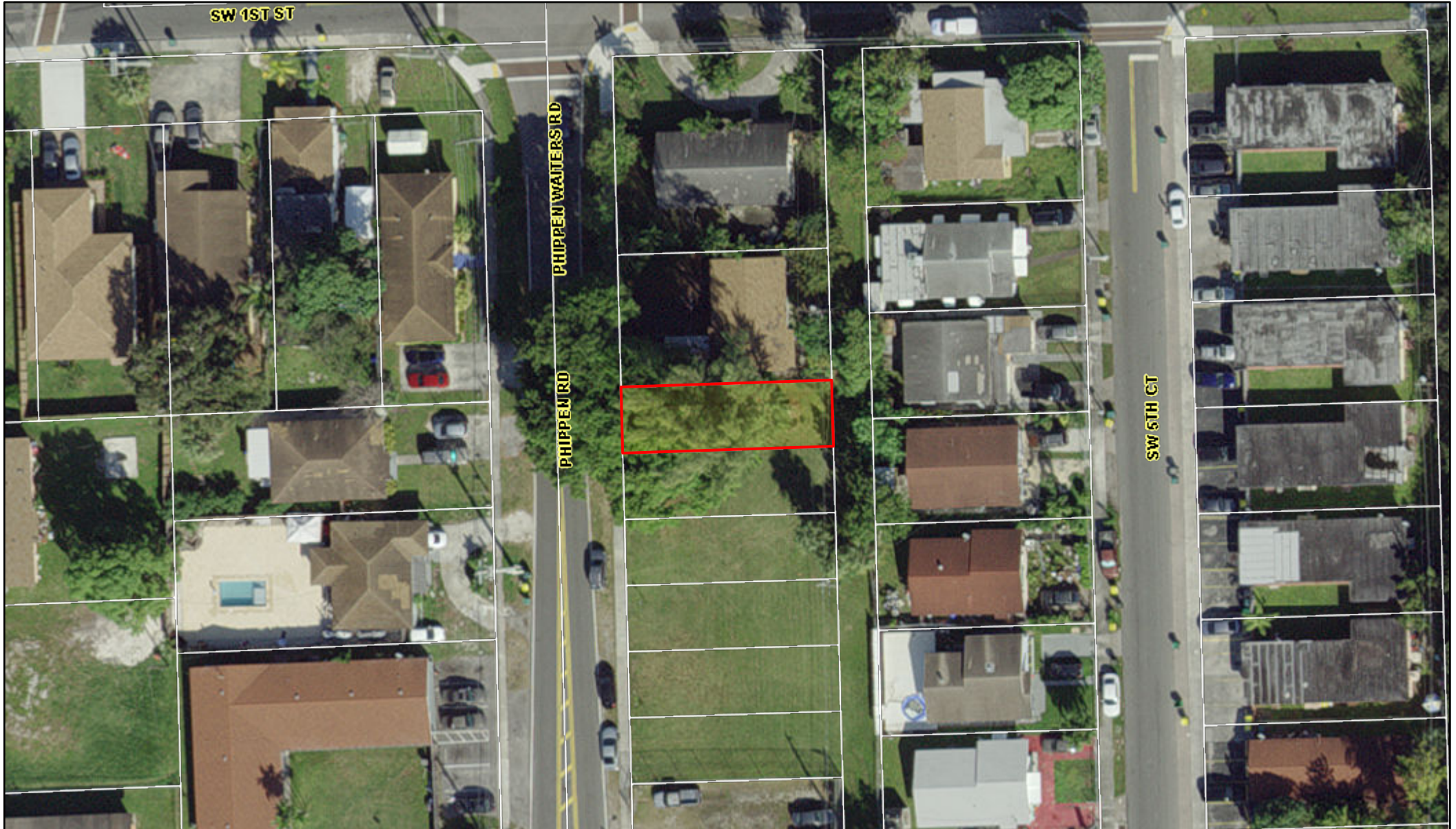
Sales History				Land Calculations		
Date	Type	Price	Book/Page or CIN	Price	Factor	Type
1/31/2019	QCD-T	\$100	115605429	\$11.00	1,992	SF
10/6/2011	CE*-D	\$600	48279 / 723			
8/10/2005	QCD	\$100	40422 / 934			
2/16/2005	TXD	\$5,300	39156 / 1470			
				Adj. Bldg. S.F.		

* Denotes Multi-Parcel Sale (See Deed)

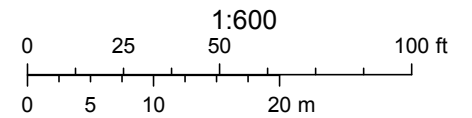
Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
04						DS		
A								
5						.1		

Property Id: 504234300200

**Please see map disclaimer



May 20, 2021



LEGEND

- FP&L BOX
- CATCH BASIN
- CONTROL VALVE
- CLEAN OUT
- GUY ANCHOR
- MANHOLE
- WATER METER
- WELL
- FIRE HYDRANT
- WATER VALVE
- CABLE JUNCTION BOX
- ELECTRIC SERVICE
- POOL EQUIPMENT
- POWER/LIGHT POLE
- SPRINKLER SYSTEM
- BRICK/TILE PAVERS
- CENTERLINE
- CONCRETE/CHAT
- CONCRETE WALL
- ELEVATION
- METAL FENCE
- OVERHEAD WIRES
- WOOD DECK/DOCK
- WOOD/PVC FENCE

ABBREVIATIONS

- AC AIR CONDITIONER
- AE ANCHOR EASEMENT
- BC BUILDING CORNER
- BM BENCHMARK
- BW BACK OF WALK
- C CALCULATED
- CNF CORNER NOT FOUND
- DE DRAINAGE EASEMENT
- E/F END/FENCE
- EP EDGE OF PAVEMENT
- EW EDGE OF WATER
- F/C FENCE/CORNER
- FF FINISH FLOOR
- F/L FENCE/LINE
- FIP FOUND IRON PIPE
- FIR FOUND IRON ROD
- FN FOUND NAIL
- FN&D FOUND NAIL & DISC
- FN&T FOUND NAIL & TAB
- FL&L FLORIDA POWER & LIGHT
- GAR GARAGE
- GEN GENERATOR
- INSTR INSTRUMENT
- OP OPEN PORCH
- ORB OFFICIAL RECORD BOOK
- M MEASURED
- NTS NOT TO SCALE
- PB PLAT BOOK
- PC POINT OF CURVATURE
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- PAGE
- PRC POINT OF REVERSE CURVE
- PRM PERMANENT REFERENCE MONUMENT
- PT POINT OF TANGENCY
- R RECORD
- RAD RADIAL
- RW RIGHT-OF-WAY
- SN&D SET NAIL & DISC 5495
- SP SCREENED PORCH
- SP&C SET 1/2" PIN & CAP 5495
- UE UTILITY EASEMENT

ATLANTIC COAST SURVEYING, INC.

Paul J. Stowell

PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATION NO. 5241
ATLANTIC COAST SURVEYING, INC.
6129 STIRLING RD SUITE 2
DAVIE, FLORIDA 33314
P: 954.587.2100 E: info@acswiweb.net

LEGAL DESCRIPTION
LOT 27, BLOCK 1, OF PARADISE MANOR, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 32, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; SAID LANDS SITUATED, LYING AND BEING IN BROWARD COUNTY, FLORIDA; BEING THE SAME PROPERTY CONVEYED TO THE CITY OF DANIA BEACH BY CERTIFICATE OF TITLE, RECORDED IN OFFICIAL RECORDS BOOK 48279, PAGE 723, ON NOVEMBER 1, 2011, IN THE BROWARD COUNTY OFFICIAL RECORDS.

CERTIFIED TO:
DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

PROPERTY ADDRESS
119 PHIPPEN WATERS ROAD
DANIA BEACH, FL 33004
BOUNDARY SURVEY
INVOICE # 43874
SURVEY DATE 06/30/22
FLOOD ZONE X0.2%
MAP DATE 08/18/14
MAP NUMBER 120034 0567H



SURVEYOR'S NOTES

1. BASIS OF BEARINGS ASSUMED UNLESS OTHERWISE INDICATED ON SKETCH.
2. LEGAL DESCRIPTION PROVIDED BY CLIENT OR PROPERTY APPRAISER WEBSITE.
3. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THIS OFFICE FOR EASEMENTS, RIGHT-OF-WAYS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD.
4. UNDERGROUND OR INTERIOR PORTIONS OF FOOTINGS, FOUNDATIONS, WALLS OR OTHER NON-VISIBLE IMPROVEMENTS WERE NOT LOCATED.
5. ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 UNLESS OTHERWISE INDICATED ON SKETCH.
6. FLOOR ELEVATION OBTAINED FROM MAIN ENTRY WAY OF STRUCTURE UNLESS OTHERWISE INDICATED ON SKETCH.
7. FENCE TIES ARE TO THE CENTER-LINE OF FENCE. WALL TIES ARE TO THE FACE OF WALL.
8. IN SOME INSTANCES GRAPHIC REPRESENTATIONS HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE THE LOCATION OF THE IMPROVEMENTS OVER SCALED POSITIONS.
9. THE DIMENSIONS AND DIRECTIONS SHOWN HEREON ARE IN SUBSTANTIAL AGREEMENT WITH RECORD VALUES UNLESS OTHERWISE NOTED.
10. PARTY WALLS ARE CENTERED ON PROPERTY LINE AND ARE 0.7' WIDE UNLESS OTHERWISE NOTED.
11. EXISTING CORNERS FOUND OFFSETS WITNESS PROPERTY CORNERS
12. OBSTRUCTED CORNERS ARE WITNESSED BY IMPROVEMENTS.
13. NO ATTEMPT WAS MADE TO LOCATE WRITTEN OR UNWRITTEN EASEMENTS OR RIGHTS-OF-WAY, OTHER THEN THOSE SHOWN HEREON.

