

AGENDA
COMMUNITY REDEVELOPMENT AGENCY
REGULAR MEETING
TUESDAY, SEPTEMBER 12, 2017 - 6:00 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 ONE HUNDRED DOLLARS (\$100.00) REGISTRATION FEE FOR EACH PRINCIPAL OR EMPLOYER. REGISTRATION FORMS ARE AVAILABLE ON THE CITY WEBSITE: WWW.DANIABEACHFL.GOV. (ORDINANCE #2012-019)

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.
-

1. CALL TO ORDER/ROLL CALL

2. CITIZEN COMMENTS

Addressing the Commission: Comments by Dania Beach citizens, or other interested parties that are not part of the regular agenda, may be made during each Commission meeting during the period set aside for "citizen comments." A thirty (30) minute "citizen comments" period shall be designated on the agenda for citizens and interested persons to speak on matters not scheduled on that day's agenda. Each speaker shall be limited to 3 minutes for his or her comments. Persons desiring to speak during the citizen comment period shall inform the City Clerk prior to the beginning of the meeting of their intention to speak. If more than 10 speakers express a desire to speak, the Commission shall determine, on a meeting by meeting basis, whether to (a) extend the time allotted for citizen comments to accommodate all speakers, or (b) whether to limit the number of speakers or amount of time per speaker. A speaker's time shall not be transferable to another speaker.

3. PRESENTATIONS

1. Downtown Dania Beach Market Analysis September 2017 by Redevelopment Management Associates
2. DBCRA Marketing Plan presented by Redevelopment Management Associates

4. CONSENT AGENDA

1. Minutes:
Approve Minutes of August 22, 2017 CRA Board Meeting
2. Travel Requests: None
3. Authorization to pay Redevelopment Management Associates \$5,037.50 for Invoice #4032, and \$450.00 for Invoice #4017

4. Request to contract with Kimley Horn Services, for Economic Development Projects, in an amount not to exceed \$5,000.00
5. Approve Commercial Property Improvement Grant Program Application for Barbee Jo Collectibles, located at 60 N. Federal Highway, in an amount not to exceed \$13,000.00
6. RESOLUTION NO. 2017-CRA-003

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 AGREEMENT WITHOUT COMPETITIVE BIDDING WITH WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L. TO PROVIDE LEGAL SERVICES AS SPECIAL COUNSEL TO THE CRA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7. RESOLUTION NO. 2017-CRA-004

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 AGREEMENT WITHOUT COMPETITIVE BIDDING WITH REAL TIME MARKETING GROUP (RTMG) TO PROVIDE DIGITAL MARKETING SERVICES TO PROMOTE THE DANIA BEACH CRA DISTRICT, IN AN AMOUNT NOT TO EXCEED \$28,200.00 FOR FISCAL YEAR 2017-2018; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

8. RESOLUTION NO. 2017-CRA-005

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 AGREEMENT WITH REDEVELOPMENT MANAGEMENT ASSOCIATES, LLC (RMA) WITHOUT COMPETITIVE BIDDING IN AN AMOUNT NOT TO EXCEED TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) TO PROVIDE PUBLIC-PRIVATE CONSULTING SERVICES FOR THE CITY CENTER PROJECT AND FURTHER AUTHORIZES THE CRA TO EXCEED THE ANNUAL VENDOR THRESHOLD OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) FOR FISCAL YEAR 2017-2018, PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

9. RESOLUTION NO. 2017-CRA-006

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH,

FLORIDA, APPROVING THE CRA FINANCING AND IMPLEMENTATION PLAN AND ADOPTING THE FINAL ESTIMATES OF REVENUE AND EXPENDITURES FOR THE FISCAL YEAR COMMENCING ON OCTOBER 1, 2017, AND ENDING ON SEPTEMBER 30, 2018; APPROPRIATING FUNDS AS MAY BE NEEDED OR DEEMED NECESSARY TO DEFRAID ALL EXPENDITURES AND LIABILITIES OF THE CRA FOR SUCH FISCAL YEAR; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

5. PROPOSALS AND BIDS

6. DISCUSSION AND POSSIBLE ACTION

1. Redevelopment Management Associates proposal for Marketing and Consulting Services in an amount not to exceed \$65,000.00, and Financial Services in an amount not to exceed \$8,000.00, for Fiscal Year 2017-2018
2. CRA Executive Director Recruitment Update

7. ADMINISTRATIVE REPORTS

8. BOARD MEMBER COMMENTS

9. ADJOURNMENT

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Presentation

Continued from:

Requested Action (Identify appropriate Action or Motion)
Downtown Dania Beach Market Analysis September 2017 by Redevelopment Management Associates

Purchasing Requests ONLY		
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Presentation

Continued from:

Requested Action (Identify appropriate Action or Motion)		
DBCRA Marketing Plan presented by Redevelopment Management Associates		

Purchasing Requests ONLY		
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached
RMA DBCRA Marketing Presentation Brief



REINVENTING YOUR CITY

2017 DBCRA Marketing Plan Presentation and RMA Marketing & General Services Proposal

The RMA marketing team is an extension of the CRA staff and has provided comprehensive services to the agency including strategies for business attraction and retention, public relations, collateral development, weekly and monthly e-newsletters, social media management, event marketing, planning and logistics support (including the PATCH, the DBASC, t , Business Luncheons, Neighborhood Ambassadors, and numerous grand openings and ground breakings), liaise with the Creative Arts Council Advisory Board, support for quarterly Merchant Meetings and annual business seminars, and creation of an annual marketing plan.

The 2017/18 Marketing Plan identifies the CRA's current situation with a review of the existing programs and projects, the market analysis and the updated CRA plan. The objectives, strategies, tactics and budget outlined in this plan tie directly to the goals adopted in the CRA plan.

MINUTES OF MEETING
DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY
TUESDAY, AUGUST 22, 2017 – 6:00 P.M.

1. Call to Order/Roll Call

Chairman James called the meeting to order at 6:00 p.m.

Present:

Chairman:	Tamara James
Vice-Chairman:	Bill Harris
Board Members:	Chickie Brandimarte Bobbie H. Grace Marco A. Salvino, Sr.
Interim Executive Director:	Kathleen Weekes
City Attorney:	Thomas Ansbro
CRA Secretary:	Louise Stilson

2. Citizen Comments

Darlene Mosby, 111 SE 1st Street, #114, questioned if the Dania Schools could get involved with the Mobile School Pantry.

3. Presentations

3.1 Presentation – 2017 Florida Festivals & Events Association SunSational Awards

Interim Director Weekes advised the CRA received eleven (11) awards at the Florida Festivals and Events Association: seven (7) for the 5th Annual Dania Beach Arts & Seafood Celebration, two (2) for the Dania Beach Neighborhood Ambassadors Events, and two (2) for the PATCH Urban Farm and Market.

Lanie Shapiro, South Florida Ambassador for Florida Festival & Event Association and President of TouchPoll, presented the awards to the CRA Board.

3.2 Proposed FY 2018 Budget

Interim Director Weekes noted the proposed budget includes \$250,000.00 for the first repayment of the Broward County loan for the parking garage. If The Place at Dania Beach receives its CO, we should not have to repay the loan to the County. She explained The Place at Dania Beach must submit a bond to the City for the landscaping that was not installed. They need to coordinate with FDOT to arrange the landscape.

Interim Director Weekes reviewed the revenue and expense portions of the proposed budget. She noted the federal lobbyist was cut from the budget.

Dan Murphy, Economic Development Manager, reviewed Josh Gaboton's past assistance in securing federal funding. He noted CRA staff felt the City could better utilize his services, and there is a need for a grant writer.

Chairman James thinks we need a federal lobbyist so that we can continue to receive grants, and we need a grant writer or grant consultant.

Vice-Chairman Harris noted Mr. Gaboton will come down to meet with us before the end of his agreement and perhaps we should have a workshop.

Board Member Salvino felt we should talk about this in our budget workshop.

Board Member Salvino noted we never agreed to completely take the Arts & Seafood Festival out of the budget.

Interim Director Weekes responded she will speak to Finance and RMA to determine an amount that could be put in for the festival.

Board Member Grace said the Arts & Seafood Festival will be happening; the money should not be taken out of the budget, it should be added back in. She noted the calendar of events should be done so we are not competing with other cities' events.

Board Member Grace added she wants an historical map of Dania Beach as part of the branding period.

Interim Director Weekes noted the budget will be presented on September 12, 2017 for approval.

Dan Murphy, Economic Development Manager, reviewed Economic Development Projects.

4. Consent Agenda

4.1 Minutes:

Approve Minutes of June 27, 2017 CRA Board Meeting

4.2 Travel Requests:

Request from Emily Safran, PATCH Market Manager, to attend Best Practices at Farmers' Markets and Farm Produce Stand, presented by the University of Florida Food Science and Human Nutrition Department, in Sarasota, Florida on August 7- 8, 2017 (Estimated Cost \$364.21)

Request from Kathleen Weekes, Interim CRA Director, to attend the Florida Festivals and Events Association Conference in Orlando, Florida on August 1-2, 2017 (Estimated Cost \$388.50)

Request from Dan Murphy, Economic Development Director, to attend the 2017 ICSC Conference & Deal Making in Orlando, Florida on August 27-29, 2017 (Estimated Cost \$1,064.00)

- 4.3 Authorization to pay Real Time Marketing Group \$1,400.00 for additional redesign services for the Arts and Seafood Celebration website

Board Member Grace motioned to approve the Consent Agenda; seconded by Board Member Brandimarte. The motion carried on the following 5-0 Roll Call vote:

Board Member Brandimarte	Yes	Vice-Chairman Harris	Yes
Board Member Grace	Yes	Chairman James	Yes
Board Member Salvino	Yes		

5. Proposals and Bids

There were no proposals on this agenda.

6. Discussion and Possible Action

6.1 Executive Director Recruitment

Interim Director Weekes noted the applications have been short-listed to eight, and asked how the Board would like to proceed.

Mayor James recommended Board Member Grace short-list the applicants.

Board Member Grace noted she has narrowed it down to four from the short list.

The consensus was for Board Member Grace to short-list.

7. Administrative Reports

7.1 Administrative Reports

Interim Director Weekes reviewed the information provided in the agenda packet (Workplan update, PATCH update, and Economic Development update).

8. Board Member Comments

There were no comments at this meeting.

9. Adjournment

Chairman James adjourned the meeting at 6:55 p.m.

ATTEST:

COMMUNITY REDEVELOPMENT
AGENCY

LOUISE STILSON, CMC
CRA SECRETARY

TAMARA JAMES
CHAIRMAN – CRA

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)		
Authorization to pay Redevelopment Management Associates Invoices #4032 and 4017		

Purchasing Requests ONLY		
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached
Memo requesting authorization to pay RMA invoices from Acting Interim Executive Director, Invoice #4032 for Market Analysis for Dania Beach, Invoice #4017 for Expense Reimbursement for the FRA Award Application Fees



100 W. Dania Beach Blvd.
Dania Beach, Florida 33004

tel (954) 924-6801
fax (954) 921-2604
www.DaniaBeachCRA.org

To: Chair, Vice Chair and Board of Commissioners

From: Kathleen Weekes, Acting Interim Executive Director

Date: September 12, 2017

Re: **Authorization to Pay Redevelopment Management Associates Invoices No: #4032, #4017**

Attached please find the following invoices for CRA Board approval to be paid to RMA:

Invoice # 4032 for work done on the Market Analysis for Downtown Dania Beach. **\$5,037.50**

Invoice #4017 for Expense Reimbursement for the FRA Award Application Fees **\$ 450.00**

These invoices have been reviewed and approved by the Acting Interim Executive Director

Recommendation

Motion to authorize payment of Redevelopment Management Associates Invoices **#4032, #4017.**



REINVENTING YOUR CITY

INVOICE

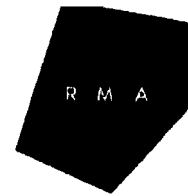
Invoice Date: August 9, 2017
Invoice Number: 4032
Amount Due \$5,037.50
Reference: PO 2016-00000242
Market Analysis for the Downtown
Billed To: Kathleen Weekes, CRA Manager
Dania Beach Community Redevelopment Agency
100 West Dania Beach Boulevard
Dania Beach, Florida 33004
Services for the Period of: 7/1/17 through 8/5/17

Administration, management and consulting services to the City of Dania Beach Community Redevelopment Agency.

Total Agreement Amount: CRA General Services as Needed	\$ 25,000.00
Amounts Previously Invoiced and Paid	
Invoice 3602	780.00
Invoice 3653	1,750.00
Invoice 3740	3,297.50
Subtotal Invoiced and Paid	<u>5,827.50</u>
Amount Invoiced and Outstanding	
Invoice 4018	3,436.50
PO Balance	<u>15,736.00</u>
Current Invoice Detail	
Market Analysis	
JV - 23.5 hours	2,232.50
FT - 33.0 hours	2,805.00
Total Amount Due	<u>\$ 5,037.50</u>

Please remit payment to:
Redevelopment Management Associates, LLC or RMA
2303 East Atlantic Boulevard
Pompano Beach, FL 33062

POMPANO BEACH - DELRAY BEACH - MIAMI | 954.695.0754 | RMA.US.COM



REINVENTING YOUR CITY

INVOICE

Invoice Date: August 2, 2017

Invoice Number: 4017

Invoice Amount: \$450.00

Billed To: Kathleen Weekes, CRA Manager
Dania Beach Community Redevelopment Agency
100 West Dania Beach Boulevard
Dania Beach, FL 33004

Reference: Expense Reimbursement

Description	Amount
2017 FRA Award Application Fees	
Chester Byrd Park Rededication	150.00
Dania Beach Neighborhood Ambassadors Program	150.00
5th Annual Dania Beach Arts & Seafood Celebration	150.00
Total Amount Due	\$ <u>450.00</u>

Please remit payment to:
Redevelopment Management Associates, LLC or RMA
2302 East Atlantic Boulevard
Pompano Beach, FL 33062

PAYMENT

**2017 Florida Redevelopment
Association Awards**

For more information, please visit
www.redevelopmentinst.org

Please download and fill this form out, with payment, and send to: FRA AWARDS PROGRAM, PO BOX 1757, TALLAHASSEE, FL by JUNE 2, 2017. If you have any questions, please feel free to contact Jan Piland at jpiland@flcities.com. THANK YOU!

Dania Beach CRA

FRA MEMBER ORGANIZATION SUBMITTING THIS AWARD NOMINATION

Sarah Blake

CONTACT NAME

100 W. Dania Beach Blvd, Dania Beach

ADDRESS

sarah@rma.us.com

CONTACT EMAIL

Chester Byrd Park Rededication

PROJECT NAME

CHECK IS ENCLOSED

PAYMENT CREDIT CARD TYPE

☒ VISA

☐ MASTERCARD

Alicia Allayne - Redevelopment Mgmt Asso

NAME ON CARD BILLING ADDRESS

4339 9316 4096 7642

CREDIT CARD NUMBER

EXPIRATION DATE

Alicia Allayne

SIGNATURE

100 W. Dania Beach Blvd
Dania Beach, FL 33304

Y
DANIA BEACH

QUESTIONS

Alicia Alleyne

Subject:

FW: Thank you for your 2017 Awards Entry

From: Florida Redevelopment Association [<mailto:CWestmoreland@flcities.com>]

Sent: Tuesday, June 06, 2017 5:53 PM

To: Farrell Tiller <farrell@rma.us.com>

Subject: Thank you for your 2017 Awards Entry

Thank you for entering your awards entry for consideration. A winning entry is an acknowledgement of excellence for the work an organization is doing. All entries will be evaluated on the effectiveness and completeness of the entry. A cross section of Florida redevelopment professionals will evaluate and rank all submissions.

Any and all applications will be accepted from a FRA member who meets the award criteria and submits the \$150 entry fee and entry information by June 2, 2017. Winners will be notified one month prior to the October 18, 2017 presentation date, in Daytona Beach for the exact location and time for the awards.

Please download and complete the Entry Payment Form ([click here](#)) and either mail it or email it to:

Jan Piland

c/o Florida Redevelopment Association

P.O. Box 1757

Tallahassee, FL 32302

Email: jpiland@flcities.com

PAYMENT

2017 Florida Redevelopment
Association Awards

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Dania Beach CRA

FRA MEMBER ORGANIZATION SUBMITTING THIS AWARD NOMINATION

Sarah Blake

CONTACT NAME

100 W. Dania Beach Blvd, Dania Beach

ADDRESS

sarah@rma.us.com

CONTACT EMAIL

Dania Beach Neighborhood Ambassadors
PROJECT NAME Program

CHECK IS ENCLOSED

PAYMENT CREDIT CARD TYPE

☒ VISA

☐ MASTERCARD

Alicia Illegne Redevelopment Management Associates
NAME ON CARD BILLING ADDRESS

4339 9316 4096 7642

CREDIT CARD NUMBER

EXPIRATION DATE

Alicia Illegne
SIGNATURE

[FRA VISA] 2017

DANIA BEACH

06/01/17

Alicia Alleyne

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Dania Beach CRA

FRA MEMBER ORGANIZATION SUBMITTING THIS AWARD NOMINATION

Sarah Blake

CONTACT NAME

100 W. Dania Beach Blvd Dania Beach

ADDRESS

Sarah@rma.us.com

CONTACT EMAIL

5th Annual Dania Beach Arts & Seafood Celebration

PROJECT NAME

CHECK IS ENCLOSED

→ 4339 - 4316 - 4096 - 7642

PAYMENT CREDIT CARD TYPE

☒ VISA

☐ MASTERCARD

Alisa Illegne - Redevelopment Management +
Associates

NAME ON CARD BILLING ADDRESS

01/19

CREDIT CARD NUMBER

EXPIRATION DATE

Alisa Illegne

SIGNATURE

MAILED 10/19/17

DANIA BEACH

10/19/17

Alicia Alleyne

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Please download and complete the Entry Payment Form ([click here](#)) and either mail it or email it to:

Jan Piland

c/o Florida Redevelopment Association

P.O. Box 1757

Tallahassee, FL 32302

Email: jpiland@flcities.com

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

Request to use Kimley Horn Services for Economic Development Projects.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo from Economic Development Manager requesting Kimley Horn Services for Economic Development Projects

To: Chair, Vice Chair and Board of Commissioners

From: Dan Murphy, Economic Development Manager

Date: 9/12/2017

Re: Request to use Kimley Horn Services for Economic Development Projects.

Background:

CRA economic development activities require timely and accurate communications with developers regarding property information. Presently there is a need to have large scale display maps accurately showing Dania Beach in relation to nearby facilities such as the air and sea ports. Additionally listings on OPPSITES, the real estate software currently used to display opportunities within the CRA, need to be carefully supported with accurate and timely information. It is recommended that engineering firm Kimley Horn, which has performed work for the Dania Beach CRA for the past eight years, be retained for two projects:

- Aerial maps. Kimley Horn would be engaged to provide two maps, one 24 x 36 inch aerial photography indicating the CRA boundaries and the second 36 x 60 inch with key streets, the CRA boundaries and other important information (such as US 1 and I-95 locations) called out. The aerial maps should include up to the minute photography of the airport runway location and surrounding land and arterials. They will also provide electronic versions of the maps for our CRA Website.
- Oppsites Information. Kimley Horn would work with the Economic Development Manager to provide supplemental information about the City of Dania Beach and up to 8 key properties listed on OPPSITES,

All work would be delivered within the \$5,000 total budget within 60 days.

Fiscal Impact

Funding is available and budgeted in the CRA, GL Account for Contractual Services General # 106-52-01-552-34-10.

Recommendations:

Approval of Kimley Horn Services in an amount not to exceed **\$5,000**.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

Commercial Property Improvement Grant Program Application for Barbee Jo Collectibles

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo from Economic Development Manager for Commercial Property Improvement Grant for Barbee Jo Collectibles, Application for Commercial Property Improvement Grant Program for Barbee Jo Collectibles, Commercial Property Improvement Grant Program Applicant Barbee Jo's Zoning Review

To: CRA Board Members
From: Dan Murphy, Economic Development Manager
Date: 9/12/2017
Re: COMMERCIAL PROPERTY IMPROVEMENT GRANT PROGRAM: Barbee Jo Collectibles

Background:

The Commercial Property Improvement Grant Program is a program specifically designed to assist businesses located in the CRA to improve the exterior of commercial buildings and sites by creating aesthetic improvements. Enclosed for your review and approval is the application for Barbee Jo Collectibles to participate in the Commercial Property Improvement Grant Program. The following is a brief summary of the application:

Barbee Jo has been a vintage and antiques dealer on North Federal Highway for more than 14 years, with a prominent frontage on the highway in the center of town. Repeated storm damage has rendered the existing awning unserviceable and caused cracks and leaks in the building exterior. Exterior improvements will include a new awning, stucco and repainting of the entire exterior and minor landscaping improvements. restoring a warm, welcoming appearance suitable of Dania Beach city center..

Fiscal Impact

Funding is available and budgeted in CRA Fund Account #106-52-08-552-31-42. Remaining funds for Commercial Property Improvement Grant Program are \$35,000.

Recommendations:

Approval of the Commercial Property Improvement Grant Program Application for **Barbee Jo Collectibles** in an amount **not to exceed \$13,000.**



**Dania Beach Community Redevelopment Agency (DBCRA or CRA)
COMMERCIAL PROPERTY IMPROVEMENT GRANT PROGRAM**

About the Program

The DBCRA Commercial Property Improvement Grant Program is an incentive program available to businesses located within the CRA priority area along US-1/Federal Highway and Dania Beach Blvd from SW 5th Avenue to Gulfstream Road. The purpose is to substantially improve the visible appearance and street presence of properties as well as enhance the functionality of businesses within the DBCRA priority area.

Through this program the DBCRA may provide grants up to \$20,000 based on the Funding Guidelines below. All grant recipients are required to provide a minimum 30% match for their project. The Commercial Property Improvement Grant Program (Program) is subject to funding availability and will expire September 30, 2017 unless otherwise authorized by the DBCRA Board. All applications will be scored by CRA Staff based on the specific criteria specified herein and in the event that multiple completed applications are received within a 30 day window, the highest scoring applications shall prevail.

Eligibility Criteria

- a. Property must be located within the Dania Beach CRA priority area.
- b. Primary and principle property use must be commercial. Residential uses are ineligible.
- c. Exterior improvements must adhere to the City of Dania Beach Building Code and Zoning Regulations and all Federal, State, and Local Requirements.
- d. Improvements must support the objectives and goals of the Dania Beach CRA Redevelopment Plan.
- e. Properties "for sale" or listed on the MLS at the time of application are not eligible.
- f. Property Owners may not reapply if they have received the maximum funding amount within a 5 year period under this or any other grant program administered by the Dania Beach CRA.
- g. The property's use must be a legally conforming use per the City of Dania Beach Zoning Code.
- h. Property to be improved must not have any delinquent ad valorem taxes, be free of all municipal and county liens, judgments and encumbrances of any kind. This provision can be waived by the CRA Board if development plans for the property meet the goals and objectives as set forth in the Dania Beach CRA Plan, as determined by the Board. Upon grant approval, the property must remain free of all municipal and county liens, judgments or encumbrances of any kind under the term of the Grant Program.

Funding Guidelines

- a. Maximum Award Amount - The DBCRA is making available to commercial and/or mixed use properties within the CRA priority area matching grants for improvements up to a maximum grant award as follows:
 - For properties with more than 60 feet to 120 feet of priority area street frontage - **Up to \$20,000**
 - For properties with 60 feet or less of priority area street frontage - **Up to \$10,000**

The intent is to encourage multiple property owners within a priority area to engage in property improvements simultaneously and in areas where public investment has or is planned to occur.

Example

Total Project Cost	Owner Responsibility	CRA Grant Amount
\$25,000	\$7,500 (30%)	\$17,500

**Example based on a property with 75 feet of frontage – max. Award \$20,000*

- b. Applicants applying for funding below the maximum award amount may reapply, but are only entitled to the total maximum amount within a 5 year period of initial approval. However, if a property has already received funding to the maximum amount, said Applicant may not reapply for the Program or any other grant program administered by the DBCRA for a period of 5 years.
- c. Applicants are required to match the grant award with a minimum of 30% of the project costs. Only after the Applicant has paid the match amount will the CRA begin disbursement of grant funds.
- d. Properties that are sold or transferred or if there is a change of use within twenty-four months of receiving grant funding, the Applicant must repay the full amount of the Program grant. A Declaration of Restrictive Covenants shall be recorded by the CRA against the property in order to secure the CRA's right of repayment.
- d. Program Grant Agreement and the Declaration of Restrictive Covenants shall be executed within (30) days following approval of the grant by the CRA Board.
- e. Building Permit applications must be submitted within sixty (60) days following execution of the grant Agreement and construction to begin immediately after permit approvals
- f. Executed Declaration of Restrictive Covenants must be recorded in the Broward County public records and a recorded copy provided to the CRA within ten days of receipt of the executed Program Grant Agreement. No Grant funds will be disbursed for the project before this is done.

Eligible Expenses

Eligible expenses are those reasonable costs associated with undertaking a substantial facade improvement and/or substantial site improvements that are visible from a major corridor or street within the priority area. Eligible expenses include design, permitting, labor and materials related to construction or installation of eligible improvements. The following are eligible improvements to be funded under the Program:

- a. Eligible Improvements:
 - ✓ Façade Improvements
 - ✓ Landscaping (trees, shrubs and perennials)
 - ✓ Signage
 - ✓ Awnings
 - ✓ Impact resistant windows
 - ✓ Parking lot improvements
 - ✓ Exterior Painting and repair
 - Any other site or building improvements complimentary to the above
- b. All work must be performed in a first class workmanlike manner in compliance with ordinances and regulations of the City of Dania Beach, and must meet all building and other applicable codes, including state and federal regulations.
- c. To be eligible for this grant, Applicants must undertake a comprehensive improvement project undertaking 2 or more of the eligible improvements.
- d. Due to limited funding, CRA Staff will evaluate the submission and may request additional improvements to make projects more comprehensive prior to CRA Board consideration.

Ineligible Expenses

Ineligible expenses include general maintenance items; parking lot repairs (not related to a comprehensive improvement of the overall appearance of the property); Roofing; air conditioning systems and ductwork; interior repairs or renovations; or correction of code violations, and; ADA compliance except in limited instances where these expenses are mandated as part of eligible improvements by the City of Dania Beach Community Development Department. Any improvements undertaken prior to execution of the Program Documents will be ineligible for reimbursement

Scoring Criteria

Scoring for applications that are received by the CRA shall be based upon a 100 point value system.

- a. Location - 20 Points
Businesses located along US-1/Federal Hwy in the core of the City Center/Downtown area from NW 2nd Street to Stirling Road, and on Dania Beach Blvd from SW 5th Avenue to NE 3rd Avenue shall receive the maximum points allotted in this category. Businesses that are outside of these priority areas shall receive a maximum of 10 points.
- b. Use of Sustainable Materials - 20 Points
Sustainable materials might include for example xeriscaping, energy efficient lighting, environmentally sensitive paint or other types of sustainable or green initiatives. The maximum number of points allocated for this category means that the applicant has incorporated numerous green initiatives into their design.
- c. Comprehensiveness of Property Improvement - 20 points
Businesses undertaking both property and façade improvements or substantial renovations to one or the other shall receive maximum points. Points less than 20 will be allocated based on the level of the improvement and its contribution to the street presence and visibility of improvement.
- d. Other Renovations and Business Improvements Outside of CRA Incentives - 20 points.
If an Applicant contributes funding, (see table below for contribution point scale) above the required 30% match in order to make additional improvements to their business, they may receive up to 20 incentive points.

CONTRIBUTION POINT SCALE

POINTS	EXTRA CONTRIBUTION AMOUNT
5	\$2,500 - \$4,999
10	\$5,000 - \$9,999
15	\$10,000 - \$14,999
20	\$15,000 and above

Step 1: Application Process

- Schedule an appointment with Dania Beach CRA Staff to discuss potential project and make sure it meets Program intent. Please call (954)924-6801 or e-mail dmurphy@daniabeachfl.gov.
- Submit a completed application with a check for \$250.00 made payable to the City of Dania Beach for zoning reviews. Incomplete applications will not be considered for funding until a complete application and all supporting documents are received by the DBCRA. Applications must be signed by the fee simple owner of the property; tenants and/or other occupants are ineligible to participate in the Program and are prohibited from filing an application on behalf of an owner, unless otherwise authorized, in writing, by the property owner.
- DBCRA will complete the application review within 30 days of receipt and notify Applicants of any missing information or deficiencies in terms of eligibility for the Program.
- Upon determination of completeness and eligibility CRA Staff will place the Application on the next available CRA Board agenda for consideration. The CRA Board meets monthly on the 2nd Tuesday of the month at 6:00 p.m. in City Commission Chambers.
- Applicants are strongly encouraged to attend the CRA Board meeting. The decision(s) of the DBCRA Board shall be final.
- Applicants not approved may apply again with modifications. A fully executed and accepted Program Grant Agreement between the DBCRA and the Applicant, together with the Declaration of Restrictive Covenants shall be executed within 30 days of DBCRA Board approval and shall serve as a Notice to Proceed.
- Project commences and is completed within 9 months of Program Agreement execution.
- Should project delays arise, it is at the discretion of the CRA Executive Director to grant no more than one 6 month extension to the Agreement prior to its expiration. Extensions will not be considered once the Agreement has expired.

Step 2: Construction/Payment by the CRA/City of Dania Beach:

- If your contractor agrees to wait for payment until a check is issued by the CRA of Dania Beach, you must submit an invoice for the work for both you and your contractor, a letter from you indicating the work is complete and that you are satisfied with the job.
- If your contractor(s) requires payment upon completion of the work you must pay the invoice. You may then provide the CRA/City of Dania Beach with the paid invoice and/or a copy of

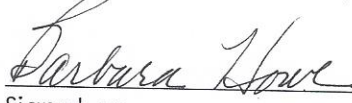
both sides of the cancelled check. It is also recommended that you obtain a release from your contractor in consideration of final payment.

- c. A CRA/City of Dania Beach staff member will visit the property and take photographs of the completed project. A check will be issued in the Applicants name.

PLEASE READ THE FOLLOWING PRIOR TO APPLICATION SUBMITTAL

- The application must include **all** of the following items: Photographs of current condition of site and structures; architectural renderings of proposed façade improvements in color; a detailed outline of all proposed improvements with cost estimate, and; a Compact Disk or other electronic devise containing copies of all required documents. If any components of the project pertain to paving, fencing, landscaping, etc., a survey showing location of work shall also be required.
- Owners of properties that are for sale may not apply for grant funding. Properties sold within twenty-four months of receiving grant funding **must repay the full grant amount**.
- After approval by the CRA Board, the CRA will provide the Applicant with an approved Grant Agreement and Declaration of Restrictive Covenants for signature. The property owner shall not begin construction (Grants cannot be applied retroactively for work previously completed) until the Grant Agreement and Declaration of Restrictive Covenants is signed by all parties and the Declaration has been recorded in Broward County public records. Improvements completed prior to approval by the CRA Board, will not be eligible for reimbursement.
- If deemed necessary, the CRA reserves the right to have the application and its contents evaluated and analyzed by an outside third party including but not limited to; the proposed business plan, partnership/ownership information with equity positions, mortgage on the property, lease agreements, letter of Intent from lending institution and any other documents provided by the Applicant.
- If your site plan or application request includes landscaping, the landscaping must consist of species and varieties of native plants that are drought tolerant require little irrigation and withstand the environmental conditions of Dania Beach. Irrigation systems must prevent over spray and water waste and it is recommended a drip irrigation system be installed.
- Property to be improved must not have any delinquent ad valorem taxes, be free of all municipal and county liens, judgments and encumbrances of any kind. This provision can be waived by the CRA Board if development plans for the property meet the goals and objectives as set forth in the Dania Beach CRA Plan. Upon grant approval, the property must remain free of all municipal and county liens, judgments or encumbrances of any kind under the term of the agreement.

I have read completely and understand the program requirements, including the application guidelines and grant reimbursement process.


Signature


Printed Name and Title

 Date 25 Aug 2012

COMMERCIAL IMPROVEMENT GRANT PROGRAM CHECKLIST

- ☒ One (1) hard copy and one (1) electronic copy of the completed application with check for \$250.00 made payable to the City of Dania Beach
- ☒ Photographs of current condition of site and structures.
- ☒ Architectural renderings of proposed façade improvements in color.
- ☒ A detailed outline of all proposed improvements with three (3) quotes from a licensed contractor.
- ☒ If any components of the project pertain to paving, fencing, landscaping, etc., a survey showing location of work is also required.
- ☒ Applicant acknowledges that the property to be improved does not have any delinquent ad valorem taxes and is free of all municipal and county liens, judgments and encumbrances of any kind.
- ☒ Applicant acknowledges that properties that are sold within twenty-four months of receiving grant funding must repay the full amount of the grant and that a **lien** shall be recorded by the CRA against the property in order to secure the right of repayment.
- ☐ Cancelled check of payment to contractor/GC (your 30%). The CRA must receive proof of payment of your 30% via a cancelled check within fifteen (15) days of project start (prior to first payment from the grant)
- ☐ Both the CRA Commercial Improvement Grant Program Application and Program Agreement have been signed.
- ☐ Preliminary schedule for completion of improvements
- ☐ Copy Authorized Agent letter (or other documentation) if applicant is not the owner
- ☐ Copy of Business Tax Receipt
- ☐ Completed W-9 Form for payee

Barbara Howe
Signature

BARBARA HOWE - owner
Printed name and Title

25 Aug 2017
Date

Robert Howe

DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY
COMMERCIAL IMPROVEMENT PROGRAM APPLICATION

Date of Application 25 Aug 2017

1. Property Address: 60 No. Federal Hwy.

2. Name of Applicant: Barbara Howe + Robert Howe (Jr)

3. Address of Applicant: 920 S.W. 21 Court

Phone: (954) 523-4691 - Home Fax: ()
954 927-3336 - Business

Email: None

4. Does the applicant own property? X Yes No

5. Indicate the owning entity of the property (i.e. name on property title)

Barbara Howe - Robert Howe

6. Project Description: Painting of exterior structure Repairing
Including: pressure cleaning
 { Patching cracks } { Parking Area }
New Driveway Sealing

7.

Total Project Cost

\$17,500⁰⁰

Total Funding Request

\$12,250⁰⁰

Authorized Representative (Property Owner or Agent):

Barbara Howe

Signature

Robert Howe

25 Aug 2017

Date

BARBARA HOWE - owner

Print Name and Title

Robert Howe

*If application is signed by authorized agent, please provide proof through notarized letter, articles of incorporation or some other form acceptable to DBCRA legal counsel.







Barbee Jo
RELICS & REJECTS
COLLECTIBLES







Carrie, Anne-Christine

From: Murphy, Dan
Sent: Thursday, August 31, 2017 8:39 AM
To: Carrie, Anne-Christine
Subject: FW:

From: 7864366106@pm.sprint.com [<mailto:7864366106@pm.sprint.com>]
Sent: Wednesday, August 30, 2017 4:25 PM
To: Murphy, Dan
Subject:

Sent from my mobile.



PAYMENT DATE
08/28/2017

COLLECTION STATION
City Hall Window 1

RECEIVED FROM
ROBERT HOWE

DESCRIPTION
920 SW 21 CT FT LAUDERDALE, FL 33315

City of Dania Beach
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

BATCH NO.
2017-11000999

RECEIPT NO.
2017-00048734

CASHIER
fincashier1

PAYMENT CODE	RECEIPT DESCRIPTION		TRANSACTION AMOUNT
PSP	Appl Review - Standard CRA FACADE GRANT APP 60 N FED HWY		\$250.00
Payments:	Type	Detail	Amount
	Check	159	\$250.00
Total Amount:			\$250.00

Customer Copy

Customer Copy



CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT
Invoice

No: 000993

Date: 8/28/17

RECEIVED FROM:

Name: Robert Howe

Address: 920 SW 21 Ct

Address 2:

City/St/ZIP: Fort Lauderdale, FL 33315

Service or Item	Amount
PSP - Standard Develop/Variance etc Application Fee	\$250.00

P/Z ITEM # CRA Facade Grant Application

LOCATION: 60 N FEDERAL HWY

APPLICANT: BARBIE JO RELICTS AND REJECTS

PREPARED BY: Anne-Christine Carrie

TOTAL DUE: \$250.00

Howe, Robert

Subject:

Attachments:

FW: 60 N Federal Hwy, Dania Beach, FL 33004 - Exterior Painting Proposal
Loxon XP Datasheet.pdf

From: Lucas Sancholuz [mailto:lucas.sancholuz@fivestarpainting.com]
Sent: Thursday, April 27, 2017 10:23 AM

To: Howe, Robert

Subject: 60 N Federal Hwy, Dania Beach, FL 33004 - Exterior Painting Proposal

Hi Robert,

It was nice meeting you and thank you for the opportunity to assess your painting needs. Please find below the quote for the painting project we discussed:

Area included:

- * 3,350 SQF of exterior stucco walls around the building
- * Fascia boards

1) Surface prepping:

- 1.1) Pressure cleaning 3,350 SQF of stucco walls and rest of surfaces scheduled for painting to remove all dirt and mildew so the new finish coat will adhere properly
- 1.2) Fill all cracks and gaps around windows, doors, wood joints and seams using Siliconized Acrylic Latex Caulk-- to seal out moisture
- 1.3) Apply Elastomeric Patching Compound to stucco holes and stress/hairline cracks in exterior walls
- 1.4) Scrape all loose and peeling paint to ensure proper adhesion of primer/finish coat
- 1.5) Sanding as necessary to promote adhesion

2) Finish Coats:

- 2.1) Apply two coats of Sherwin Williams Loxon XP (Self-Priming Waterproofing System) to 3,350 SQF of exterior stucco walls. Attached you will find a Data Sheet from Sherwin Williams for Loxon Xp - Top of the line waterproofing system
- 2.2) Apply two coats of Sherwin Williams Super Paint Semi Gloss to 110 linear feet of fascia boards

The total labor and materials for the completion of this project is \$5,950

Note: some landscaping/trimming will be required before commencing the painting job

Take some time to review the proposal and if you have any questions, feel free to email me or call my cell directly.

Five Star Painting is **fully licensed and insured**, and will deliver a top quality and professional painting job that is clean, on time and on budget. We will offer you a warranty of 7 year on the material and 2 years on the labor

Please feel free to read some of my reviews at:

<https://www.google.com/#q=five+star+painting+fort+lauderdale>

<http://www.homeadvisor.com/rated.ProTectPainters.46367034.ht>

Regards,

Specializing in Low Maintenance
Coatings since 1984

RJF



Contract

RJFranta@bellsouth.net

PB# U-19701

CC# 84-3591-PU-X

350 S.E. 16TH AVENUE
POMPANO BEACH, FLORIDA 33060

Maintenance, Inc.

MB 954 646-0552
Office 954 785-8254

PROPOSAL SUBMITTED TO
Barbee Jo

STREET
60 N Federal Hwy.

CITY, STATE AND ZIP CODE
Dania

FL.

PHONE
954 927-3336 Robert

robert.home@delta.com

DATE
3/30/2017

17-BarbeeJO-Elasto

Est.

We hereby submit specifications and estimates for:

Exterior Waterproofing System

Pressure clean complete exterior of building to remove dirt/mildew.
Apply acrylic primer to complete exterior (4300 PWS).
Repair all stucco cracks with flexible Masonry patch.
Caulk all Window & Door frames.
Apply Waterproofing to all masonry walls, because of cracking.
Apply Acrlux 100% Acrylic 50/50 Satin (White) to walls & soffits
Apply DTM SemiGloss paint (White) to exterior of (1) metal door.

5 year limited warranty against leaking peeling/flaking on masonry surfaces

12-20' tall, 4300 sft.

We Agree

hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Payment to be made as follows:

Deposit of 1/2 required at start,

\$

dollars (\$ **\$ 6480.00**)

Received on / / 2017

Full Balance due on completion of work. \$

Received on / / 2017

NOTICE TO BUYER

1. DO NOT SIGN THE CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES.
2. You are entitled to an exact copy of the Contract you sign.
3. You have the right to prepay this Contract in full and, under certain conditions, receive a partial refund of the time price differential.
4. You have the legal right to cancel this transaction without penalty or obligation within three business days of the above date.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
Signature _____

Note: This proposal may be
withdrawn by us if not accepted within _____ days.

Acceptance of Contract

— The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature _____

Signature _____



Aqua Pro

Painting & Waterproofing

May 30, 2017

Robert Howell
Barbee Jo Collectibles
60 North Federal Hwy
Dania, FL 33304
(954) 927-3336

Ref. Exterior Painting and Repairs

I. Scope Of Work

A. To prepare and paint exterior surfaces to include:

1. Wood fascia
2. Metal drip cap
3. Overhang and soffit
4. Masonry retaining walls
5. Exterior stucco wall surfaces
6. Exterior metal door and frame

B. Areas not to be painted:

1. Any or all items not specifically mentioned in scope of work.

II. Exterior preparation and material application:

- A. All block and stucco surfaces shall be pressure cleaned at 3000 PSI to remove all dirt and debris. Remove mildew /mold with solution of water and chlorine (9 to 1). Rinse clean with water.
- B. Repair and replace three (3) sections of rotted wood fascia.
- C. Repair hollow stucco areas (not to exceed 5%) of building substrate.
- D. All cracks and voids shall be caulked and patched with Sika Concrete Patch.
- E. All stucco surfaces shall be primed with Sherwin Williams LOXON Conditioner at the rate of 200 to 300 square feet per gallon.
- F. All stucco surfaces are to finished with two coats of Sherwin Williams LOXON XP Hi-Build Acrylic Flat at the rate of 80 to 90 square feet per gallon.
- G. All wood surfaces shall be sanded and loose paint scraped to bare surface and all edges feathered. Prime all surfaces with Sherwin Williams Exterior Latex Wood Primer and finished with two coats of Sherwin Williams Super Paint Acrylic Satin.

8001 Vine Crest Ave Suite 5
Louisville KY 40222
502-426-8145 Main
502-426-8308 Fax
800-293-4449



AquaPro

Painting & Waterproofing

H. All metal / aluminum surfaces are to lightly sanded, solvent cleaned, and finished with two coats of Sherwin Williams Industrial Alkyd Enamel.

III. Owners responsibilities:

- A. Owner shall allow contractor access to water for preparation and cleanup outside the building.
- B. Owner shall allow contractor access to power outlet for use with equipment.

IV. Contractors Responsibilities:

- A. Contractor shall be insured for a minimum of one million dollars for general liability.
- B. Contractor shall furnish all materials as specified by manufacturer to complete project.

V. Warranty

AquaPro Painting and Waterproofing Inc. shall warranty in writing upon completion of project (including both labor and material costs) all new paint applications for four (4) years to building brick, block and stucco. Contractor will supply both material and labor at no additional cost to owner to redo all failed applications. The warranty covers peeling (excluding moisture issues), excessive fading, or any other defects in the paint system.

VI. Schedule of values:

- A. To prepare and paint all surfaces in accordance with scope of work and painting specifications set forth in proposal.

Total \$6,600.00

VII. Payment Schedule – Net 15 Days

VIII. Acceptance of Proposal:

Barbee Jo Collectibles

AquaPro Painting & Waterproofing Inc.

8001 Vine Crest Ave Suite 5
Louisville KY 40222
502-426-8145 Main
502-426-8308 Fax
800-293-4449

WALKER



Canvas Awning, Inc.

Proposal

COMMITTED TO
EXCELLENCE!

5190 N.W. 10th Terrace
Fort Lauderdale, FL 33309
Telephone (954) 772-1951
Fax (954) 772-1929

www.walkerawning.com
Email: walkerawning@hotmail.com

C.C. # 99-9006-AE-X
Licensed - Insured
Residential - Commercial

CUSTOMER <u>Robert Howe</u>		PHONE <u>954-927-3336</u>	DATE <u>3/29/17</u>
STREET <u>60 N. Federal Hwy</u>		JOB NAME <u>robert.howe@delta.com</u>	
CITY, STATE & ZIP CODE <u>DANIA Bch, FL</u>		JOB LOCATION <u>Same</u>	
PATTERN <u>VINYL</u>	VALANCE	SCALLOP	BRAID
			TRIM <u>X</u>
			PAINT <u>X</u>

SPECIFICATIONS: Fabricate & Install the Following -

① New Canvas LEAN TO STYLE AWNING
1st QUALITY 17/18^{oz} VINYL Fabric

50'-0" x 6'-0" proj (closed sides \$2,250⁰⁰)
open sides \$2,000⁰⁰

Lump Sum

WE DESIGN THE STRONGEST AWNINGS IN FLORIDA!

One year warranty on materials and labor.
Five year warranty on heat sealed seams.
Five year pro-rated warranty on fabric including labor and installation.

WE PROPOSE to furnish labor and materials as described above.

EXECUTIVE OFFICER: Terence Lucas

PAYMENT: 50% Deposit / Bal upon Completion

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions hereof are satisfactory and hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

NOTE: CANVAS AWNINGS WRINKLE. SUNBRELLA FABRIC MAY LEAK.

PRICE	
TAX	
PERMIT	N/A
TOTAL	
DEPOSIT	
BAL. DUE	

PRINT NAME _____
SIGNATURE _____



AtoZawnings.com

A^{to}Z AWNINGS

& marine canvas

License #CGC1511139

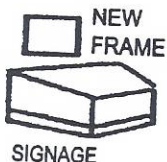
899 N.E.42nd Street • Oakland Park, FL 33334
Phone: 954-566-2404 • Fax: 954-561-2444

Low cell
954-609-7283



NEW
COVER

LEAN-TO



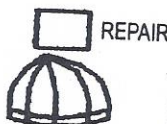
NEW
FRAME

SIGNAGE



RE-
STITCH

QUARTER ROUND



REPAIR

BULL-NOSE BARREL



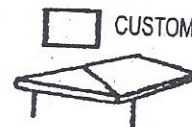
RETRACTABLE

ROUNDED CANOPY



VENT
TOP

PATIO-DRIVEWAY



CUSTOM

VALANCE:

MATERIAL:

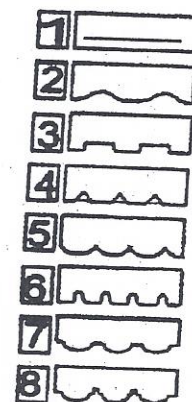
DATE:

Vinyl
Fabric

New cover Front of
Building Lean-to
Approx 49x6'

ALL SEAMS Heat Sealed
ALL CORNERS Reinforced

10 year warranty FABRIC
10 year warranty Workmanship



CUSTOMER NAME: Barbec Joe
ATTENTION:
ADDRESS: 60 N. FEDERAL HWY
DANIA FL

TELEPHONE:
FAX:

954-407-3336

TOTAL:
PLUS TAX/PERMITS:

2,572.00

X

Date: 3/27/12

PRICE VALID 30 DAYS • DELIVERY DATE APPROX 4-8 WEEKS • ALL SALES ARE FINAL
PAYMENT: 50% DEPOSIT 50% UPON DELIVERY OF MATERIALS AND LABOR FOR COMPLETION

Ten-year warranty on our materials and workmanship. Five-year warranty on electronically sealed seams. five-year limited manufacturer's warranty on fabric. (PRO RATED) If WARRANTY OCCURS LABOR IS NOT INCLUDED. For jobs outside of Miami-Dade, Broward and Palm Beach Counties. The Company will not be responsible for any expenses incurred by the Company to bring the Company's labor to the job site or to bring the awning(s) to the Company, including (Without limitation): air fare, room and board, taxi's, rental cars, taxes, duty, labor cost to and from the job site, etc.

5828 Washington Street,
Hollywood, FL 33023
(954) 963-7717
(954) 983-7600
North Broward (954) 760-4184
Fax (954) 963-0519



South Florida's Highest
Quality Awnings
1996/97 International Awning
Achievement Award
Members of CMD, IFAI and
Construction Association

April 2, 2015

JAZ 954/635/1135

BARBEE JO
60 N. FEDERAL
DANIA FL
ATTN. ROBERT HOWE=954-927-3336

Please take a few minutes and review the enclosures that we prepared for you. We are confident that you will be impressed with the quality of our product. We assure you our product will deliver many years of enjoyment. I am available to discuss any questions you might have. We recognize that the marketplace offers different products of varying degrees of quality, and making an important decision of this magnitude can be difficult at times. I would like to facilitate your decision making process. Our company offers the reliability, which can be expected of four generations of unsurpassed results and service. Please do not hesitate to contact me directly on my mobile @ 954-931-4666. We sincerely appreciate your time and consideration. **AWNINGS OF HOLLYWOOD IS YOUR**

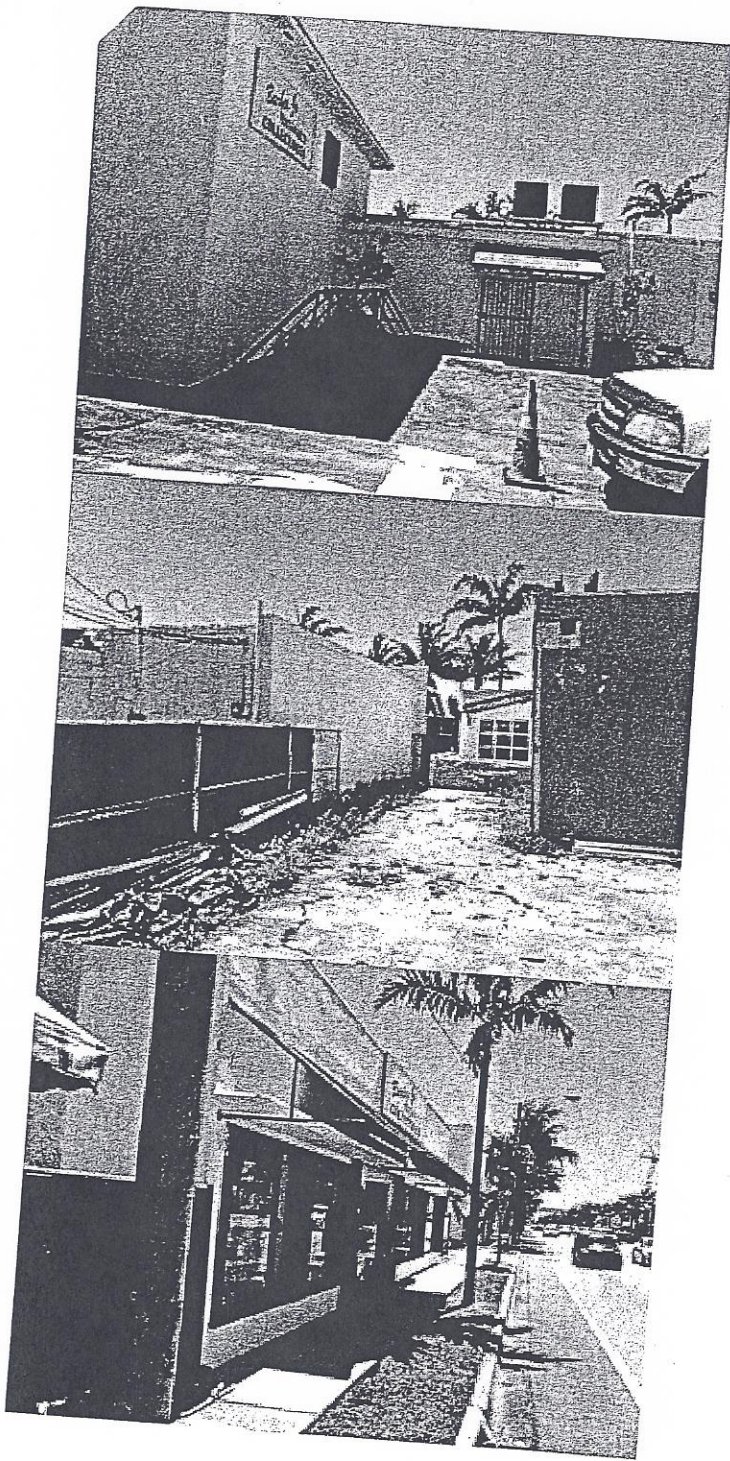
ASSURANCE OF A QUALITY AWNING COMPONENT.

all fabric will be first quality 18 OUNCE VINYL material with 1" wide heat sealed seams the corners will be double reinforced we will use a number 1 self piercing grommet not to exceed 6" o/center we will sew with tenara lifetime thread

recover existing frame using an 18 ounce vinyl=\$2100

using firesist fabric=\$2900

RESIDENTIAL • CUSTOM FABRIC STRUCTURES • COMMERCIAL
Retractable Awnings • Pool & Patio Canopies • Interior & Exterior • All Styles & Colors



Business Name: Barbie Joe Collectibles
Address: 60 N Federal Hwy
Scope of Work: Paving and striping, exterior paint, new awning.

All items reviewed are listed below. Only items in **BOLD** font need to be further addressed.

1. **Code Violations.** Pending response from Code or applicant.
2. Architectural renderings of proposed façade (At discretion of CRA)
Proposed paint color: Complies
3. Quotes. Three quotes were submitted as required.
4. Photographs. Photographs of existing conditions were submitted as required.
5. **Awning:**
 - a. **No dimensions provided.**
 - b. Proposed material for awning complies with zoning requirements.
6. **Parking (Paving and Striping):** Insufficient information provided
 - a. **Provide property survey.**
 - b. **Per Sec. 265-50 (#53), provide plan existing or proposed parking layout.**
 - c. **Identify pervious and impervious calculations per Sec. 215-130.**
 - d. **Provide gross floor area (SF) of business.**

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

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 AGREEMENT WITHOUT COMPETITIVE BIDDING WITH WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L. TO PROVIDE LEGAL SERVICES AS SPECIAL COUNSEL TO THE CRA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

RESOLUTION FOR THE CRA BOARD FOR SPECIAL COUNSEL LEGAL SERVICES: WEISS SEROTA, PROPOSAL FROM WEISS SEROTA. LEGAL COUNSEL FOR THE CRA

RESOLUTION NO. 2017-CRA-003

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 AGREEMENT WITHOUT COMPETITIVE BIDDING WITH WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L. TO PROVIDE LEGAL SERVICES AS SPECIAL COUNSEL TO THE CRA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Weiss, Serota, Cole & Bierman, P.L. (the "Firm") provides specialized professional legal services as Special Counsel to government agencies; and

WHEREAS, the Community Redevelopment Agency of the City of Dania Beach deems it in its best interest to retain the Firm as Special Counsel to the CRA; and

WHEREAS, the Firm proposes to provide these services at the rates set forth in the attached proposal;

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 the Firm by the proper CRA officials, a copy of which Agreement is attached as Exhibit "A", and made a part of and incorporated into this Resolution by this reference for such services; provided, however that no agreement will be effective unless and until it has been executed by all parties.

Section 3. That the CRA is authorized to encumber up to Fifteen Thousand Dollars (\$15,000.00) to pay for these services, as needed, in Fiscal Year 2017-2018.

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

Section 5. That funding for legal services is planned and is in the Community Redevelopment Agency Trust Fund Fiscal Year 2017-2018, CRA Legal Services General Account, Account Number 106-52-01-552-31-20.

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 September 12, 2017.

ATTEST:

LOUISE STILSON, CMC
BOARD SECRETARY

TAMARA JAMES
BOARD CHAIRPERSON

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CRA ATTORNEY

WEISS SEROTA HELFMAN
COLE & BIERMAN, P.L.

ATTORNEYS AT LAW

200 E. BROWARD BOULEVARD, SUITE 1900
FORT LAUDERDALE, FLORIDA 33301

WWW.WSH-LAW.COM

JAMIE A. COLE MEMBER
MANAGING DIRECTOR

JCOLE@WSH-LAW.COM

August 29, 2017

VIA E-Mail

Ms. Kathleen A. Weekes, M.A FRA-RP
Acting Interim Executive Director
Dania Beach Community Redevelopment Agency
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

Re: Legal Services

Dear Ms. Weekes:

We are pleased that you wish to continue to engage our Firm to perform legal services for the Dania Beach Community Redevelopment Agency ("Agency") for fiscal year October 1, 2017 through September 30, 2018. From our experience, we have found that clients appreciate a frank and open discussion and understanding of the services that we will perform and the basis upon which they will be expected to pay for those services.

This letter is intended to set forth our understanding as to the nature and scope of the legal services we have agreed to render for you, the amount of our fees for those services, the manner in which our fees for those services shall be determined and the terms upon which you will make payment.

1. Nature of Legal Services. You have engaged us to serve as Special Counsel to the Agency.
2. Fees for Services You will be charged and agree to pay for our services at the blended rate of \$200.00 per hour of attorney time. Paralegal time will be billed at the rate of \$100.00 per hour. It is our practice to charge for actual time expended on your behalf, but not less than 2/10ths of an hour for each activity.
3. Costs. In addition to the fees discussed in paragraph 2, we anticipate that certain expenses may be incurred and advanced on your behalf. These expenses may include filing fees, recording costs, out-of-town travel expenses, delivery charges, long distance telephone charges, photocopies (xerox), special postage (express mail, certified mail and the like), computer research

Ms. Kathleen A. Weekes
Acting Interim Executive Director
August 25, 2017
Page 2 of 3

charges, court reporter expenses (including cost of transcript and court reporter's fee for attendance), court costs (such as filing fees, service of process, newspaper publication costs, subpoena costs, witness fees, recording fees, etc.), accounting and appraisal fees, fees and expenses of experts necessary to assist in the preparation and hearing of your case, investigation costs, word processing fees, computer charges and applicable lobbyist registration fees. In addition to our fees for legal services, you agree to pay us for such out-of-pocket expenditures. In the event unusually large costs or advances are anticipated, we reserve the right to require an additional cost deposit from you prior to undertaking the expenditures of funds on your behalf.

4. Payment of Fees and Costs. Our invoices will be submitted to you on a monthly basis and each invoice will be due and payable when rendered. You must understand that if any invoice remains unpaid for more than 30 days after it is rendered, we reserve the right, in our discretion (subject to court approval, if necessary), to cease to provide further legal services to you. You will, however, be liable to us for the payment of any fees earned and any costs incurred by us to that time, together with any applicable taxes. In the event we are ultimately required to bring suit to collect any unpaid fees and costs, you understand that you will be required to pay reasonable attorneys' fees as well as legal interest on the amount of any fees and costs due us. You further understand that we have the right to retain any and all files, papers and other property coming into our possession in connection with our engagement without any liability to you until we have been paid all costs, fees and interest due us under this agreement. You also agree to the imposition of a charging lien for any monies due us on all real and personal property that is preserved, protected or obtained as a result of the representation undertaken herein. Interest at the rate of 12% per annum will be added to any invoice which remains unpaid for more than 30 days after it is rendered.

5. Withdrawal from Representation. We reserve the right to withdraw from representing you if you have misrepresented or failed to disclose material facts to us, or if we disagree about the course of action which should be pursued.

6. Representation of Other Clients. We are bound by rules of legal ethics not to represent any client if the representation of that client will be directly adverse to the interests of another client unless each such client consents to such representation after consultation. If this letter is addressed to more than one person, your signature of this letter will constitute such consent from each of you with respect to the matter or matters specifically described in the paragraph of this letter entitled "Nature of Legal Services."

As you know, the Firm represents the City of Dania Beach on various matters. You recognize and acknowledge that by signing this letter, you will be deemed to have waived any potential conflict of interest in our representation of the City of Dania Beach.

Ms. Kathleen A. Weekes
Acting Interim Executive Director
August 25, 2017
Page 3 of 3

7. Fees for Other Services. In the event you ask us to render legal services with respect to other matters, in the absence of a written agreement specifically addressing that representation, the other matters will be handled on an hourly basis, and fees and costs will be payable under the same terms and conditions as provided for in paragraph 2 of this letter.

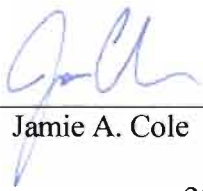
8. Commencement of Representation. If the foregoing is agreeable to you, please acknowledge your understanding and agreement by signing this letter and delivering it to us, together with payment of the retainer and/or cost deposit set forth above, if any.

We appreciate your confidence in our Firm and we assure you that we will make every effort to perform our services in a prompt and efficient manner.

Very truly yours,

WEISS SEROTA HELFMAN
COLE & BIERMAN, P.L.

By: _____


Jamie A. Cole

AGREED AND ACCEPTED on _____, 2017.

DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

By: _____

Ms. Kathleen A. Weekes, M.A. FRA-RP
Acting Interim Executive Director

WEISS SEROTA HELFMAN
COLE & BIERMAN, P.L.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

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 AGREEMENT WITHOUT COMPETITIVE BIDDING WITH REAL TIME MARKETING GROUP (RTMG). TO PROVIDE DIGITAL MARKETING SERVICES TO PROMOTE DANIA BEACH CRA DISTRICT IN AN AMOUNT NOT TO EXCEED \$28,200.00 FOR FISCAL YEAR 2017-2018 PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

A RESOLUTION OF THE CRA BOARD AUTHORIZING RTMG DIGITAL MARKETING SERVICES, Agreement for RTMG Digital Marketing Services, Scope of Work for RTMG Digital Marketing Services

RESOLUTION NO. 2017-CRA-004

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 AGREEMENT WITHOUT COMPETITIVE BIDDING WITH REAL TIME MARKETING GROUP (RTMG) TO PROVIDE DIGITAL MARKETING SERVICES TO PROMOTE THE DANIA BEACH CRA DISTRICT, IN AN AMOUNT NOT TO EXCEED \$28,200.00 FOR FISCAL YEAR 2017-2018; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Real Time Marketing Group (the “Firm”) provides specialized professional services with regard to social media development, engagement and social Search Engine Optimization (SEO) to the CRA; and

WHEREAS, on October 1, 2016 the CRA entered into an agreement with RTMG which expires September 30, 2017; and

WHEREAS, the Community Redevelopment Agency of the City of Dania Beach deems it in its best interest to retain the Firm as the Digital Marketing Consultant to the CRA; and

WHEREAS, the Firm proposes to provide these services for a monthly fee of \$2,350.00 per month, for a not to exceed amount of \$28,200.00;

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 of Directors authorizes an agreement to be executed with the Firm by the proper CRA officials, a copy of which is attached as Exhibit “A” and is incorporated 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 is authorized to encumber up to Twenty Eight Thousand Two Hundred Dollars (\$28,200.00) to pay for services, as needed, in Fiscal Year 2017-2018.

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 funding for digital marketing services is planned and is in the Community Redevelopment Agency Trust Fund Fiscal Year 2017-2018, CRA Professional Services, Account Number 106-52-01-552-31-10.

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 September 12, 2017.

ATTEST:

LOUISE STILSON, CMC
BOARD SECRETARY

TAMARA JAMES
BOARD CHAIRPERSON

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CRA ATTORNEY

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY
AND
REAL TIME MARKETING GROUP**

THIS AGREEMENT is made as of **October 1, 2017** by and between the **DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic created pursuant to Part III of Chapter 163 Florida Statutes, having an address at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 (the “**CRA**”), and **REAL TIME MARKETING GROUP**, having an address at 2385 Executive Center Dr. Suite 250, Boca Raton, FL 33431 (the “**Consultant**”).

WHEREAS, the Consultant and CRA, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for **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 herein, the Consultant and the CRA agree as follows.

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

1.1. 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 become effective upon execution by both parties and shall remain in effect through **September 30, 2018**, 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.

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 by the CRA Manager.

3. **Compensation and Payment.**

3.1 The Consultant shall be compensated **as follows:**

\$28,200.00, to be paid \$2,350 monthly not to exceed \$28,200.00

- 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 states 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 to the Consultant the undisputed portion of the invoice. Upon written request of the CRA Executive Director, the Consultant shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the CRA Executive Director whose decision shall be final.

4. **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**

- 6.1 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.**

7.1 To avoid any conflict of interest or any appearance thereof, 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 adversarial issues in the CRA. For the purposes of this section “adversarial” shall mean any development application where staff is recommending denial or denied the application; administrative appeal or court action wherein 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.

10. **Nondiscrimination.**

10.1 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. **Attorneys Fees and Waiver of Jury Trial.**

11.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

12.1 Consultant shall defend, indemnify, and hold harmless the CRA, 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 its expenses including reasonable attorney's fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Consultant's performance or non-performance of this Agreement.

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

13. **Notices/Authorized Representatives.**

13.1 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, Florida 33004

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

14. **Governing Law.**

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida.

15. **Entire Agreement/Modification/Amendment.**

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

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

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

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

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

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

17. **Nonassignability.**

17.1 This Agreement shall not be assignable by Consultant unless such assignment is first approved 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.**

18.1 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 thereby, 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.**

19.1 The Consultant and its employees, volunteers 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.**

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

21. **Waiver**

21.1 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**

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

23. **Prohibition Of Contingency Fees.**

23.1 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**

24.1 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.

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: _____

Attest:

DANIA BEACH COMMUNITY
REDEVELOPMENT AGENCY

Louise Stilson, CRA Clerk

By: _____
Kathleen Weekes
Interim Executive Director

Date: _____
REAL TIME MARKETING GROUP

By: _____
Terra Spero

Date: _____

Approved as to Form and Correctness

By: _____
Thomas J. Ansbrosio, CRA Attorney

EXHIBIT “A”

SCOPE OF SERVICES FOR THE PROJECT ATTACHED



RTMG, LLC PROPOSAL Scope of Services Dania Beach CRA Digital Media

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, 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: Audience, traffic, engagement, conversions
- Weekly Phone Call / Emails to Review:
 - Coming week's content

- Strategy
- Promotion suggestions
- Tactics, best practices
- 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 ad buys
 - Facebook ad measurement
 - Running 10 – 15 unique campaigns targeting different demographics on a monthly basis
 - Development of all ad designs
 - Measurement and evaluation of all campaigns
 - Management and optimization of all advertising buys based upon social bids for demographic
 - YouTube ad buys as determined necessary

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. 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.. 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. 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 for RTMG, they can be purchased in a package of 5 per month for \$250 or at \$75/hour.

ANNUAL CONTRACT AGREEMENT Although this contract is an annual contract, RealTime Marketing Group will not significantly increase your fees. Unless the scope of work significantly changes, your contract will not be increased more than 5% each year. We did not raise the fees in the 2017/2018 contract.

MARKETING FEES:

\$2,350 PER MONTH, not to exceed \$28,200 per year.



Additional Budget Items Not Included

RealTime Marketing Group is managing these processes at no upcharge to Dania Beach CRA – the CRA has a credit card on file with Facebook for this service.

Facebook Advertising; Pay-per-click

Facebook advertising is a required service in order to receive the highest value from a Facebook marketing strategy. Using Facebook Pay-Per-Click advertising is necessary in order to obtain the highest engagement within the community. The agency will purchase \$10 - \$20/day in Facebook Pay-Per-Click advertising, to be determined based up season and promotional programs.

Facebook Pay-Per-Click to be paid in advertising, directly to Facebook: \$300 - \$600/month per location

* RealTime Marketing Group is in the top 1% of Facebook ad buyers, and therefore has unique access to a variety of features that allow RTMG clients to get the most out of their advertising buys.

WEBSITE PAGE UPDATING

RTMG is available to assist in updating 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.

CONTENT DEVELOPMENT

RTMG is available to write content, blogs, e-mails, website paragraphs, etc., on an as-needed basis. If the Dania Beach CRA would like content developed, we offer a rate of \$80 per 400 word blog – or \$150 per 600 – 800 word article.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

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 AGREEMENT WITH REDEVELOPMENT MANAGEMENT ASSOCIATES, LLC (RMA) WITHOUT COMPETITIVE BIDDING IN AN AMOUNT NOT TO EXCEED TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) TO PROVIDE PUBLIC-PRIVATE CONSULTING SERVICES FOR THE CITY CENTER PROJECT AND FURTHER AUTHORIZES THE CRA TO EXCEED THE ANNUAL VENDOR THRESHOLD OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) FOR FISCAL YEAR 2017-2018, PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

RESOLUTION FOR RMA TO PROVIDE PUBLIC-PRIVATE CONSULTING SERVICES FOR THE CITY CENTER PROJECT, Agreement for RMA to provide Public-Private Consulting Services for the City Center Project, RMA Scope of Work to provide Public-Private Consulting Services for the City Center Project

RESOLUTION NO. 2017-CRA-00

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 AGREEMENT WITH REDEVELOPMENT MANAGEMENT ASSOCIATES, LLC (RMA) WITHOUT COMPETITIVE BIDDING IN AN AMOUNT NOT TO EXCEED TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) TO PROVIDE PUBLIC-PRIVATE CONSULTING SERVICES FOR THE CITY CENTER PROJECT AND FURTHER AUTHORIZES THE CRA TO EXCEED THE ANNUAL VENDOR THRESHOLD OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) FOR FISCAL YEAR 2017-2018, PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, RMA provides community redevelopment and real estate services; and

WHEREAS, the Community Redevelopment Agency of the City of Dania Beach deems it in its best interest to retain RMA to provide such services without competitive bidding and without advertisement for bids; and

WHEREAS, RMA proposes to provide these services on an hourly basis, not to exceed Twenty Five Thousand (\$25,000.00) for fiscal year 2018; and

WHEREAS, the Dania Beach Code of Ordinances, Chapter 2, Article 1, Section 2-10, “Monetary thresholds for certain purchases and payment disbursement authorizations”, Subsection (a), sets the monetary threshold or limitation at \$25,000.00 for a vendor each fiscal year; and

WHEREAS, the Community Redevelopment Agency of the City of Dania Beach has existing contracts with RMA for Marketing, Public Relations which will bring the vendor threshold for a fiscal year in excess of \$25,000.00; and **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DANIA BEACH, FLORIDA:**

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

Section 2. That the CRA Board authorizes an Agreement with RMA Consulting in an amount not to exceed Twenty Five Thousand (\$25,000.00), and further authorizes the proper CRA officials to execute the Amendment, a copy of which is attached as Exhibit “A”, and made a

part of and incorporated into this Resolution by this reference, for such services; provided, however that no agreement will be effective unless and until it has been executed by all parties.

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

Section 4. That funding for the public private consulting services is funded in the Community Redevelopment Agency Fund Fiscal Year 2017-2018, Professional Services General Account Number 106-52-01-552-31-10.

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

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

PASSED AND ADOPTED on September 12, 2017.

ATTEST:

LOUISE STILSON, CMC
CRA SECRETARY

TAMARA JAMES
BOARD CHAIRPERSON

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CRA ATTORNEY

AGREEMENT

THIS IS AN AGREEMENT (the "Agreement") entered into on 9/5/17, 2017, between the **DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic created pursuant to Part III of Charter 163, Florida Statutes, having an address of 100 East Dania Beach Boulevard, Dania Beach, Florida 33004 (the "CRA"), and **REDEVELOPMENT MANAGEMENT ASSOCIATES LLC**, a Florida corporation, having an address of 2302 East Atlantic Blvd. Pompano Beach, FL 33062 (the "Consultant"). The parties agree that the City of Dania Beach, Florida (the "City") is identified in various provisions of this Agreement and that it is a third party beneficiary for this Agreement, but there is no other person or entity who or which shall be entitled to assert a third party beneficiary right or claim against the parties or the City based upon this Agreement.

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

1. Scope of Services.

The CRA desires to engage the Consultant and the Consultant agrees to perform consulting services of a specialized nature pertaining to Dania Beach's City Center Development for the CRA in accordance with the Scope of Services referenced in Exhibit "A", a copy of which is attached, made a part of and incorporated into this Agreement by this reference.

2. Subconsultants.

2.1. Consultant may subcontract certain items of work. It is expressly agreed to by the parties, however, that the CRA Board shall approve in advance in writing any subconsultants and fees to be paid to them by Consultant prior to any such subconsultants proceeding with any such work.

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

3. Term/Commencement Date.

This Agreement shall become effective upon execution by both parties and shall remain in effect no longer than one (1) year from commencement unless Services are completed at an earlier date or the Agreement is terminated in accordance with paragraph 12.

4. Compensation/Payment.

4.1. The CRA agrees to pay Consultant for services provided by Consultant, as described in Exhibit "A". The Fee includes full payment, including all labor, overhead and other costs. Travel and meal costs or other incidental expenses incurred while carrying out CRA Business shall be reimbursed based on City/CRA policies. Any such costs are payable at the CRA reimbursement rate. No travel expenses within the Palm Beach, Broward or Miami-Dade

County areas shall be reimbursed. Any travel outside of those areas must be approved in advance in writing by the CRA Executive Director.

4.2. Any necessary additional work, as determined by CRA Board, which is not covered by the scope of services described in Exhibit "A", shall not be undertaken without a written amendment to this Agreement to that effect, executed in advance by both parties.

4.3. Consultant shall submit its invoices in the format and with supporting documentation as may be required by the CRA. The Consultant shall invoice the CRA on a monthly basis.

4.4. If any errors or omissions are discovered in any invoice, the CRA Executive Director will inform Consultant and request revised copies of all such documents. If any disagreement arises as to the payment of any portion of an invoice, the CRA agrees to pay all undisputed portions and the parties agree to cooperate by promptly conferring to resolve the disputed portion. Any compensation disputes shall be reasonably decided by the CRA Board, and its decision shall be final.

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

5. Mutual Indemnification.

5.1. Each Party agrees to indemnify and hold harmless the other party (including the Board and its employees, as well as the City, including its elected officials, employees and the Consultant and its Manager and Members and its employees) for all costs, losses and expenses including, but not limited to, damages to persons or property including, but not limited to judgments and attorneys' fees arising out of the gross negligence or the willful misconduct of either party, its agents, or employees in the performance of services under this Agreement. If called upon by either party, the other party shall assume and defend not only itself, but also the other party in connection with any suit or cause of action arising out of the foregoing, and such defense shall be at no cost or expense whatsoever to the other party. This indemnification does not extend to acts of third parties who or which are wholly unrelated to either party. The covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to either party's responsibility to indemnify the other party.

5.2. It is specifically understood and agreed to that the consideration inuring to the Consultant for the execution of this Agreement consists of the promises, payments, covenants, rights and responsibilities contained in this Agreement.

5.3. The execution of this Agreement by the Consultant shall obligate the Consultant to comply with the foregoing indemnification provision; however, the collateral obligation of providing insurance must be also complied with as set forth below.

6. CRA's Responsibilities

6.1. The CRA will furnish to Consultant, at the Consultant's written request, all available maps, plans, existing studies, reports, equipment and other data pertinent to the services to be provided by Consultant, which may be in possession of the CRA.

6.2. The CRA will 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.

7. Consultant's Responsibilities

The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a Consultant under similar circumstances. If at any time during the term of this Agreement or within one (1) year from the completion of the services, it is reasonably determined that the Consultant's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification, the Consultant shall at Consultant's sole expense immediately correct the work.

8. Insurance.

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

8.1.1. Comprehensive General Liability insurance, including contractual, with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, combined single limit for bodily injury liability and property damage liability. The CRA and City are to be included as "named insureds" with respect to any claims arising out of this Agreement.

8.1.2. 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's employees.

8.1.3. Automobile Liability with minimum limit of One Million Dollars (\$1,000,000.00) combined single limit.

8.1.4. If Consultant hires a subconsultant for any portion of any work, then such subconsultant shall provide general liability insurance with minimum limits of liability of One Million Dollars (\$1,000,000.00).

8.1.5. The Consultant shall provide the CRA Executive Director Certificates of Insurance for coverages and policies required by this Agreement. All certificates shall state that the CRA Executive Director shall be given thirty (30) days' advance notice prior to expiration or cancellation of any policy. Such policies and coverages shall not be affected by any other policy of insurance which the CRA, City or both may carry in their own names. All certificates of insurance must clearly identify the contract to which they pertain, including a brief description of the subject matter of the contract.

9. Assignment of Agreement.

9.1. It is understood and agreed to by both parties that this Agreement, in whole or in part, cannot be assigned, sublet or transferred by the Consultant without the prior written consent of CRA Board. The CRA Board is relying upon the apparent qualifications and expertise of the employees of the Consultant who are familiar with the CRA and City as a result of prior services rendered to the CRA and such firm's familiarity with the CRA's, circumstances and desires. In the event Consultant wishes to re-assign or replace any such individuals assigned to the client, the Consultant shall tender substitutes acceptable to the CRA Board. In the event the CRA Board is not, for any reason or no reason at all, satisfied with any such substitute, Consultant shall be considered in breach of this Agreement. Violation of the terms of this paragraph shall constitute a breach of Agreement by Consultant and CRA Board may, at its discretion, terminate this Agreement for convenience and all rights, title and interest of Consultant in this Agreement shall then cease and terminate.

9.2. The Consultant acknowledges, understands and agrees that its performance under this Agreement is or may be contingent upon the CRA receiving timely services from other consultants (the "Supporting Consultants"). The Consultant agrees to use its best efforts to coordinate its services with the services of the Supporting Consultants, and further agrees that in the event the rendition of any services of any of the Supporting Consultants is delayed, such delay will not entitle the Consultant to any additional compensation or payment of any kind.

10. Public Records Law.

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

102 Upon request from the CRA and City custodian of public records, Consultant shall provide the CRA and City 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.

103 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the CRA and City.

104 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the CRA Executive Director and the City Manager, at no cost to the CRA and City, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the CRA and City in a format that is compatible with the CRA's and the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

105 Any compensation due to Consultant shall be withheld until all records are received as provided in this Agreement.

106 Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the CRA.

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 THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (FOR BOTH THE CITY AND CRA):

Custodian of Records:	LOUISE STILSON, CITY CLERK
Mailing Address:	100 W. Dania Beach Boulevard Dania Beach, Florida 33004
Telephone number:	954-924-9800, Ext. 3623
Email:	lstilson@ci.dania-beach.fl.us

11. Termination.

11.1. Termination of Agreement for Convenience. It is expressly understood and agreed that the CRA may terminate this Agreement or any part or task in it at any time for any reason or no reason at all by giving the Consultant notice by certified mail, return receipt requested, directed to the principal office of the Consultant, ten (10) days' in advance of the termination date. In the event that the Agreement or any part of it is terminated pursuant to this provision, the Consultant shall stop work immediately and shall be entitled to be compensated for the services rendered from the effective date of execution of the Agreement up to the termination date. Such compensation shall be based on the percentage of work completed, as fairly and reasonably determined by the CRA Executive Director after conferring with Consultant.

11.2. Termination of Agreement for Cause. If the CRA Board elects to terminate the Agreement for cause, the CRA will provide Consultant ten (10) days' advance written notice. If Consultant promptly cures the matter giving rise to the cause within that time, this Agreement shall continue. If not timely cured, the Agreement will be considered as terminated and the CRA will pay Consultant for work completed less any costs, expenses and damages incurred by CRA as a result of such termination. If a court of competent jurisdiction determines that the termination was not authorized under the circumstances, then the termination shall be deemed to be a termination for convenience.

12. Ownership of Documents.

12.1. During the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, all correspondence, studies, data, analyses, documents, instruments, applications, memorandums and the like, including drawings and specifications prepared or furnished by Consultant (and any of Consultant's independent professional subconsultants) pursuant to this Agreement, shall become owned by and be the property of the CRA. The CRA shall consequently obtain ownership of them by any statutory common law and other reserved rights, including copyright; however, such documents are not intended or represented by Consultant to be suitable for reuse by CRA on extensions of the work or on any other work or project. Any such reuse, modification or adaptation of such document without written verification or permission by Consultant for the specific purpose intended will be at CRA's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional subconsultants and the Consultant will be indemnified by CRA as set forth in Article 5.1 above. If CRA alters any such documents, CRA will expressly acknowledge same so that no third party will be in doubt as to the creation or origination of any such document.

12.2. The CRA Board may cancel this Agreement for refusal by the Consultant to allow access by the CRA Board or its designee, to any and all records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

13. Notices.

Except as provided above, whenever either party desires to give notice to the other, it must be

given by written notice, sent by certified U.S. mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective persons and places for giving of notice:

CRA: Tamara James.
Chair, City of Dania Beach
Community Redevelopment Agency Board
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

With a copy to: Thomas J. Ansbrosio, CRA Attorney
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

Kathleen A. Weekes, Acting Interim CRA Executive
Director
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

Consultant: Chris Brown, Principal
Redevelopment Management Associates, LLC.
2302 East Atlantic Blvd.,
Pompano Beach, FL, 33062.

14. Nondiscrimination.

During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment due to age, race, religion, creed, color, national origin, physical or mental disability, sexual orientation, gender identity, sex, marital status, or familial status, and Consultant agrees to abide by all federal and state laws regarding discrimination.

15. Conflict.

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

16. Conflict of Interest.

17. To avoid any conflict of interest or any appearance of it, 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 which are adversarial to the CRA, City or both. For the purposes of this section "adversarial" shall mean any development application where staff is recommending denial or has denied the application or administrative appeal or court action in which the CRA or City is a party. This section applies only to the

services referenced in this Agreement and for the time-frame outlined in it Consent to Jurisdiction; Waiver of Jury Trial.

The parties agree that the 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.

18. Governing Law.

The parties agree that this Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

19. Attorney Fees and Costs.

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

20. Headings.

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

21. Exhibits.

Each exhibit referred to in this Agreement forms an essential part of this Agreement. Each such exhibit is a part of this Agreement and each is incorporated into it by this reference.

22. Severability.

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

23. All Prior Agreements Superseded.

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

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

24. Prohibition of Contingency Fees.

24.1. The Consultant warrants that it is not employed or retained by 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 of the making of this Agreement.

24.2. The Consultant understands and agrees that the CRA, during any fiscal year, is not authorized to expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year and that any contract, verbal or written, made in violation of this subsection is null and void and that consequently, no money may be paid on such contract beyond such limits. Nothing contained in this Agreement shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Consultant shall not proceed with services under this Agreement without CRA's written verification that the funds necessary for Consultant compensation and other necessary expenditures are budgeted as available within the appropriate fiscal year budget.

25. Financial Interests

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

26. Compliance with Laws

Consultant shall comply with all federal, state and CRA laws applicable to the Consultant services and specifically those covering Equal Opportunity Employment, the Americans with Disabilities Act ("ADA"), eligibility to perform services as specified in the Florida Public Entity Crime law and the Florida Building Code. The Consultant is expected to fully comply with all provisions of all

laws and the CRA reserves the right to verify the Consultant's compliance with them. Failure to comply with any laws will be grounds for termination of the Agreement for cause.

27. Counterparts.

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

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

ATTEST:

**CRA:
DANIA BEACH COMMUNITY
REDEVELOPMENT AGENCY**

LOUISE STILSON
CRA SECRETARY

TAMARA JAMES
CRA CHAIRPERSON

APPROVED FOR LEGAL FORM
AND CORRECTNESS:

DATED: _____

THOMAS J. ANSBRO, CRA ATTORNEY

WITNESSES:

Joy Stann
Signature

Joy STANN
PRINT Name

FS
Signature

Farrell Tiller
PRINT Name

CONSULTANT:

**REDEVELOPMENT MANAGEMENT
ASSOCIATES, LLC**
a Florida Limited Liability Company

Christopher J. Brown
Signature

CHRISTOPHER J. BROWN
PRINT Name

Member
Title

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on 9/5, 2017, by
CHRIS BROWN, as MEMBER, of Redevelopment
Management Associates, LLC, a Florida limited liability company, on behalf of company.
He/she is personally known to me or produced _____, as
identification and did (did not) take an oath.



Catherine Trenkle
NOTARY PUBLIC
STATE OF FLORIDA
Comm# 00020485
Expires 9/30/2020

My Commission Expires:

Catherine Trenkle
NOTARY PUBLIC

PRINT Name of Notary Public



REINVENTING YOUR CITY

EXHIBIT "A"

August 30, 2017

WORK AUTHORIZATION

Dania Beach CRA ("Client")
c/o Tamara James, CRA Board Chair
100 West Dania Beach Boulevard
Dania Beach, Florida 33404
Email: tjames@ci.dania-beach.fl.us

and

Redevelopment Management Associates, LLC ("Consultant")
c/o Chris Brown, Principal
2302 East Atlantic Blvd.
Pompano Beach, FL 33062
Contact: 954.695.0754
Email: chris@rma.us.com

RE: Public- Private Partnership Consulting for the City Hall Project

Dear Chairman:

Redevelopment Management Associates, LLC ("Consultant") is pleased to provide this Work Authorization ("Work Authorization") to the Dania Beach Community Redevelopment Agency ("Client") for consulting services related to the project referred to as City Center.

Background

The CRA has issued a bid seeking private development interest for the City Hall site. RMA assisted in drafting the RFQ and has provided technical support to staff on this project. One of the most important projects in the downtown's future is the development of the City Center project including the City's goal to attract a quality developer and successfully negotiate a public-private development agreement. RMA has successfully negotiated over 11 such agreements and all but one was built - demonstrating the effectiveness of a sound agreement and process. This Work Authorization will provide for a "not to exceed" amount of continuing services, billed on an hourly basis, as requested by the Client.

Please review the scope of services and confirm the tasks meet your expectations. If so, please sign and return the document to us to begin the assignment.

SCOPE OF SERVICES

- 1.0 Preparation of a Request for Qualifications ("RFQ"):** Consultant has drafted a written RFQ for the solicitation to interested parties ("Proposer") to redevelop City Center described above for a mixed-used project including market-rate housing and retail uses. If necessary during the process, discussions with City and CRA staff will further define the specific goals of the RFQ including height, density, public amenities, parcel information, consideration of a new city hall as an integral component of the project, identifying the type of property transaction (lease or sale), and use of existing parking garage for the project.
- 2.0 Management of the Procurement Process for the RFQ:** The Consultant will coordinate the advertising of the RFQ with the City Clerk in order to meet the legal standards related to City owned real property. Upon submittal, the Consultant will review all responses to the RFQ and provide the Client with an evaluation report including an executive summary to the CRA Board and City staff and City Commissioners. The Consultant may provide both a qualitative and quantitative evaluation summary. Furthermore, the Consultant will work with CRA and City staff to select a review committee, which will be identified and notice sent to the City's purchasing department. The selection committee may rank the proposers and make a recommendation to the CRA Board and City Commissioners for review and approval of the ranking and to negotiate with the highest ranked proposer. The Consultant will at various times meet with each CRA Board member in the presence of City/CRA staff or as directed to discuss the procurement process and its results.
- 3.0 Negotiating with Proposer for the City Center Redevelopment:** Consultant may provide, if requested by the CRA, City or both, negotiating services to prepare both a Term Sheet ("Term Sheet") and a Development Agreement ("Agreement") between the Proposer and the Client. Included services may be assisting the Client with retaining outside legal counsel approved by the City attorney, to prepare the Agreement, providing suggested terms for the Agreement and working with members of the city staff as directed by the Client to review the Agreement. The Consultant will present the terms of the agreement if requested by the CRA Board Chair.
- 4.0 Fiscal Impact Analysis:** Consultant may be requested to assess the financial impact of a public-private partnership redevelopment project of City Center including but not limited to impact on expected costs to be paid by the city's general fund, impact on future ad valorem tax collections, impact on both expenses and revenues of the public parking garage, impact of fee revenue for the city and county, and other impacts as requested.

5.0 Additional Property Acquisition: Consultant may provide additional real estate services to assist the city in acquiring additional properties in relation to the City Center project and downtown redevelopment.

6.0 Schedule and Term: This service Work Authorization has a term expiring one (1) year from the date of the Agreement and will become effective upon execution but may be terminated by either party at any time by giving ten (10) days' written notice. All rates, services and fees are based on an annual schedule effective as of the execution date of this Work Authorization and shall be renegotiated on an as-needed basis.

7.0 Compensation: Consultant will bill monthly
Not to Exceed.....\$25,000.00
Tasks 1.0 through 5.0Hourly

8.0 Fee: The fee schedule for hourly services is as follows:

Principals	\$195
Economic Dev. Director	\$185
Sr. Associate	\$175
Financial/ Market Analyst	\$165
Project Manager III	\$125
Project Coordinator	\$ 85
Sr. Urban Designer	\$145
Urban Designer/Planner III	\$130
Urban Designer/Planner I	\$105
Marketing Director	\$145
Marketing Manager	\$125
Marketing Coordinator	\$ 95
Graphic Designer	\$ 55
Administrative Assistant	\$ 65

We look forward to working with the Dania Beach CRA on this project.

SUBMITTED BY:

CHRISTOPHER BROWN, PRINCIPAL
REDEVELOPMENT MANAGEMENT ASSOCIATES, LLC

- 5.0 Additional Property Acquisition:** Consultant may provide additional real estate services to assist the city in acquiring additional properties in relation to the City Center project and downtown redevelopment.
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Marketing Director	\$145
Marketing Manager	\$125
Marketing Coordinator	\$ 95
Graphic Designer	\$ 55
Administrative Assistant	\$ 65

We look forward to working with the Dania Beach CRA on this project.

SUBMITTED BY:



CHRISTOPHER BROWN, PRINCIPAL
REDEVELOPMENT MANAGEMENT ASSOCIATES, LLC

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE CRA FINANCING AND IMPLEMENTATION PLAN AND ADOPTING THE FINAL ESTIMATES OF REVENUE AND EXPENDITURES FOR THE FISCAL YEAR COMMENCING ON OCTOBER 1, 2017, AND ENDING ON SEPTEMBER 30, 2018; APPROPRIATING FUNDS AS MAY BE NEEDED OR DEEMED NECESSARY TO DEFRAID ALL EXPENDITURES AND LIABILITIES OF THE CRA FOR SUCH FISCAL YEAR; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo from the Acting Interim Executive Director Approving the Five Year Financing and Implementation Plan and the Budget Estimates, Resolution of the CRA Financing and Implementation Plan and Budget, CRA Exhibit A Financing and Implementation Plan 2018-2022, CRA Exhibit B Budget Details

To: Chair, Vice Chair and CRA Boardmembers

From: Kathleen Weekes Acting Interim Executive Director

Date: September 12, 2017

Re: **Resolution approving the Dania Beach CRA Financing and Implementation Plan (FY 2018–2022) and approving the Dania Beach CRA Budget for Fiscal Year 2017-2018**

Background

In 2009, the Board of the Dania Beach Community Redevelopment Agency determined that a more aggressive approach was needed to effectively address the blighted conditions in the CRA. In response, the CRA has created a five-year financing and implementation plan (the “Plan”) utilizing the CRA’s financial resources to fund the Plan initiatives.

The CRA’s formulation of the Plan involved all of the following:

- analysis of existing planning documents;
- conducting public forums to discuss the redevelopment options with the community at large; and
- multiple Plan presentations to the CRA Advisory Board.

Formal approval of the Plan solidifies the redevelopment approach for many years. The result will be increased private sector investment because the development community, residents, lenders and all others involved in redevelopment will see that a solid financial commitment has been made by the elected officials presiding over the CRA.

The 1st year of the Plan (FY 2018) serves as the budget for the CRA with FY’s 2019–2022 serving as the strategic vision that guides redevelopment planning. The following section provides an overview of the Plan and is followed by a detailed discussion of the budget for FY 2018.

Executive Summary of 5-Year Plan

The following section provides a summary of the Plan’s sources and uses over the five year period (i.e. FY 2018 – FY 2022).

Plan Sources

Tax Increment Forecast (City of Dania Beach)

Represents forecasted revenues resulting from a shift towards a tax increment model in FY 2019 that would leverage the growth in the CRA from general property appreciation and new construction (e.g. Morrison Hotel, Le Meridien Hotel, Parco Mar, etc.) to begin reinvesting tax increment and aggressively targeting redevelopment within the CRA area.

Community Event Revenues

Represents forecasted revenue collections for the Dania Beach Arts & Seafood Festival in FYs 2018-2022.

Intergovernmental Funding

- City of Dania Beach (in lieu of tax increment)
Represents funding (in lieu of tax increment) from the City of Dania Beach for operations/redevelopment initiatives that benefit business owners, residents, and customers within the CRA.
- City of Dania Beach (cost allocation plan)
Represents reimbursement to the City for administrative services provided to the CRA (e.g. finance department for payroll and vendor payment processing). This funding is essentially a pass-thru as revenues collected from the City are transferred back out to the City to cover the cost allocation plan.
- City of Dania Beach (contribution towards the Arts/Seafood Festival)
Represents contributions from the City towards the annual Arts/Seafood Festival.
- City of Dania Beach (BCRCP Loan Repayment Reserve)
The CRA borrowed \$5.3 million under the Broward County Redevelopment Capital Program (BCRCP) for various redevelopment projects. Provisions under the agreements allow for the conversion of all, or a portion, to grants if the CRA can demonstrate a net increase in the tax base (new construction). As of 2017, the CRA has requested \$2.8 million be converted to grants. Pending official approval of the loan-to-grant conversion, the FY 2018 budget allocates \$250,000 for estimated debt service. However, staff is confident that the grant conversion will be approved and the debt service allocation will not be utilized. Additionally, the Finance Plan assumes the remaining \$2.5 million will also be converted to grants and therefore does not reflect the debt service requirements in future years.
- City of Dania Beach (MPO TAP – Local Match)
Represents forecasted local match funding for a grant from the Broward Metropolitan Planning Organization Transportation Alternatives Program (MPO TAP Program) for Multimodal Enhancements that may include sidewalks, crosswalks, traffic circles, etc.
- Broward County (MPO TAP - Grant)
Represents forecasted grant funding to be received from the Broward MPO TAP Program for the Multimodal Enhancements described above.
- Broward County (Potential Grant Programs)
Represents forecasted funding to be received from the County for eligible projects within the CRA area.

Miscellaneous Revenues

- PATCH Revenues
Represents forecasted revenue collections from PATCH operations in FYs 2018-2022.

- Investment Earnings

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

Financing (Proposed Bank Loan/Bond)

The Plan includes proposed funding totaling \$35 million (net of issuance costs) in FY 2022 through the securing of a Bank Loan. This initiative is contingent on the CRA activating the Trust Fund to collect tax increment which will provide the necessary debt service funding.

Carryforward Fund Balance

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

Plan Uses

Operations

- Personnel/Operating Expenses

Consists of funding for CRA personnel and general operating expenditures.

- Cost Allocation Plan

Please see description included under the "Plan Sources" section above.

Debt Service

- BCRCP Loan Repayment Reserve

Please see description included under the "Plan Sources" section above.

- Forecasted Tax Increment Bank Loan to be issued in 2022

Represents funding for forecasted debt service on a proposed Series 2022 Bank Loan. Forecasted debt service is based on the following components: principal amount of \$35.9 million (\$35 million for redevelopment projects/\$875,000 for issuance costs); amortization period of 13 years; fixed tax-exempt interest rate of 5.5%.

Sub/Redevelopment Area Investment

Represents funding for redevelopment area investment over the five-year plan and includes the following:

Streetscape Enhancements

Redevelopment Initiatives/Business Development

Parks and Open Space

Marketing and Public Relations

Community Events

PATCH

Please refer to the Plan for a detailed listing of redevelopment projects.

Reserves

Represents the estimated reserves generated over the five-year period. Reserves are an integral part of the Plan and are necessary to cover deficiencies in revenue collection/forecasting as well as provide flexibility to invest in redevelopment opportunities as they arise.

Fiscal Year 2018 Budget (1st Year of the Plan) - CRA Fund

The following section provides a narrative of the CRA's FY 2018 budget.

Revenues

Revenues for the CRA total \$1.7 million for FY 2018 and include the following:

City of Dania Beach

In-lieu of Tax Increment:	\$ 880,000
Pass-Thru for Cost Allocation Plan:	224,331
Contribution towards Arts/Seafood Festival:	10,000
BCRCP Loan Repayment Reserve:	250,000
Community Event Revenues:	75,000
PATCH Revenues:	30,000
Investment Earnings:	8,000
Carryforward Fund Balance:	<u>365,993</u>
Total:	\$ 1,843,324¹

City of Dania Beach

- *In-lieu of Tax Increment*
Represents funding (in lieu of tax increment) from the City for operations/redevelopment initiatives that benefit the business owners, residents, and customers within the CRA.
- *Pass-Thru for Cost Allocation Plan*
Represents funding from the City used to cover the CRA's portion of the cost allocation plan. The City of Dania Beach completed a cost allocation plan that is a model for allocating costs from the City's support functions (e.g. Finance Department for processing payroll and vendor

¹ Please Note: This figure includes the total operating activity for both of the CRA Funds (Trust Fund and PATCH Fund) and ties to the Finance Plan (Exhibit A of the Resolution). Excluded from this total is the \$55,000 transfer from the CRA Trust Fund (expense within Fund 106) into the CRA PATCH Fund (revenue within Fund 112). The interfund transfer represents an accounting transaction that "grosses-up" the totals which does not accurately reflect the actual investment in the District. As such, the Finance Plan excludes the interfund transfer activity to provide the CRA Board and stakeholders with an accurate reflection of anticipated investment within the District. The budget (Exhibit B of the Resolution) does include the interfund transfer to allow for the administrative management of the District.

payments) to its users (of which the CRA is one). This funding is essentially a pass-thru as all revenues collected from the City are transferred back out to the City to cover the cost allocation plan.

- Contribution towards Arts/Seafood Festival
Represents contributions from the City towards the annual Arts/Seafood Festival.
- BCRCP Loan Repayment Reserve
The CRA borrowed \$5.3 million under the Broward County Redevelopment Capital Program (BCRCP) for various redevelopment projects. Provisions under the agreements allow for the conversion of all, or a portion, to grants if the CRA can demonstrate a net increase in the tax base (new construction). As of 2017, the CRA has requested \$2.8 million be converted to grants. Pending official approval of the loan-to-grant conversion, the FY 2018 budget allocates \$250,000 for estimated debt service. However, staff is confident that the grant conversion will be approved and the debt service allocation will not be utilized.

Community Event Revenues

Represents estimated revenue collections from the Dania Beach Arts & Seafood Festival.

PATCH Revenues

Represents estimated revenue collections from PATCH operations.

Investment Earnings

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

Carryforward Fund Balance

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

Expenditures

Expenditures for the CRA total \$1.8 million for FY 2018 and include the following:

Operations:	\$ 676,682
City (pass thru for Cost Allocation Plan):	224,331
City (pass thru for BCRCP Loan Repayment Reserve):	250,000
Redevelopment Initiatives:	<u>692,311</u>
Total Uses:	\$1,843,324

Operations

Totals \$676,682 and consists of the following:

- Personnel (\$478,182; represents funding for four full-time positions); and
- Miscellaneous operating expenditures, professional redevelopment services, etc. (\$198,500).

City of Dania Beach (cost allocation plan)

Represents reimbursement to the City for administrative services provided to the CRA (\$224,331; e.g. finance department for payroll, and vendor payment processing).

City of Dania Beach (BCRCP Loan Repayment Reserve)

Please see description included under the “Revenue” section above.

Redevelopment Area Investment

Represents funding for redevelopment area investment and includes the following:

Streetscape Enhancements	
NW 1 st Streetscape (design)	\$ 105,000
Gateway Signage	<u>3,379</u>
	\$ 108,379
Redevelopment Initiatives/Business Development	
Commercial Incentives, Business Development, etc.	\$ 125,000
Downtown Conceptual Plan	50,000
Planning, Banners, Events, etc.	<u>27,030</u>
	\$ 202,030
Parks and Open Space	
Park Improvements (Chester Byrd Park)	\$ 636
Park Improvements/Community Garden	<u>3,000</u>
	\$ 3,636
Marketing and Public Relations	
Marketing/Public Relations	\$ 15,000
Neighborhood Ambassadors, Citywide Mtgs, etc.	<u>21,266</u>
	\$ 36,266
Community Events	
Arts/Seafood Festival	\$ 140,000
Art Walk on the Avenue	32,000
Vintage Motorcycle Festival	<u>5,000</u>
	\$ 177,000
PATCH Operations:	<u>\$ 165,000</u>
Total Redevelopment Area Investment:	<u>\$ 692,311</u>

RESOLUTION NO 2017-CRA-006

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY ("CRA") OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE CRA FINANCING AND IMPLEMENTATION PLAN AND ADOPTING THE FINAL ESTIMATES OF REVENUE AND EXPENDITURES FOR THE FISCAL YEAR COMMENCING ON OCTOBER 1, 2017, AND ENDING ON SEPTEMBER 30, 2018; APPROPRIATING FUNDS AS MAY BE NEEDED OR DEEMED NECESSARY TO DEFRAY ALL EXPENDITURES AND LIABILITIES OF THE CRA FOR SUCH FISCAL YEAR; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the CRA Financing and Implementation Plan sets forth the prioritization of financial resources required for the CRA to attain its redevelopment goals; and

WHEREAS, the budget for the Fiscal Year commencing on October 1, 2017, and ending on September 30, 2018, has been prepared in accordance with the Financing and Implementation Plan;

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

Section 1. That the Board of Commissioners of the Dania Beach Community Redevelopment Agency approves the Financing and Implementation Plan attached to this Resolution as Exhibit "A", and incorporated by this reference.

Section 2. That the budget for the Community Redevelopment Agency as attached, marked "Exhibit B", and incorporated by this reference, is adopted as the final and approved budget for the Fiscal Year beginning October 1, 2017, and ending on September 30, 2018; included in this budget is a reconciliation of changes to capital projects (i.e. defined herein as all Divisions except "01-Administration") funding between Fiscal Years 2017 and 2018.

Section 3. For all funds, appropriations for the 2016-2017 fiscal year which are encumbered but unexpended as of the last day of the fiscal year, shall be re-appropriated for the same purpose for the 2017-2018 fiscal year. The CRA Executive Director, with assistance from the CRA Treasurer, shall make the final determination on which encumbrances remain open (e.g. ongoing initiatives and/or capital projects) and which encumbrances are closed (e.g. monthly operations) as of the last day of fiscal year 2016-2017.

Section 4. For all capital projects, appropriations for the 2016-2017 fiscal year which

are unencumbered and unexpended as of the last day of the fiscal year, shall be re-appropriated for the same purpose or project or reallocated pursuant to Exhibit “B”, or if complete, shall be re-appropriated to a reserve account.

Section 5. That CRA staffing positions and capital expenditures reflected and approved in the annual budget establish CRA Board consent over these areas and that all additions to these items shall be approved through CRA Board approval of an amendment to the approved budget.

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

PASSED AND ADOPTED on September 12, 2017.

ATTEST:

LOUISE STILSON, CMC
CRA SECRETARY

TAMARA JAMES.
CRA CHAIRPERSON

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

City of Dania Beach
Community Redevelopment Agency

Prepared by:
Office of the Executive Director
100 W. Dania Beach Blvd.
Dania Beach, FL 33004
Phone (954) 924-6801
Fax (954) 921-2604
www.ci.dania-beach.fl.us

Financing and Implementation Plan (2018-2022)



DANIA BEACH
COMMUNITY REDEVELOPMENT AGENCY

*“Stimulating redevelopment activity in order to strengthen the
economic base of the redevelopment area”*

Financing and Implementation Plan

Summary Statement by Project ^{(1),(2)}

	Total Investment 2018-2022	Proposed FY 2018	Forecasted FY 2019	Forecasted FY 2020	Forecasted FY 2021	Forecasted FY 2022
Source (Revenue)						
Carryforward						
Carryforward of FY 2017 Appropriations	\$ 315,373	\$ 315,373				
Impact Fees (Transportation)	\$ 50,620	50,620				
Total Estimated Carryforward Balances	\$ 365,993	\$ 365,993				
Revenues						
Tax Increment Revenue (TIR) Allocation	\$ 14,908,917	\$ -	\$ 1,534,290	\$ 2,655,204	\$ 3,970,166	\$ 6,749,257
Community Event Revenues	\$ 398,200	75,000	77,250	79,570	81,960	84,420
Intergovernmental Funding						
City of Dania Beach:						
Contribution in-lieu of TIR	\$ 880,000	880,000	-	-	-	-
Cost Allocation Plan	\$ 224,331	224,331	-	-	-	-
Arts/Seafood Festival	\$ 10,000	10,000	-	-	-	-
(3) BCRCP Loan Repayment Reserve	\$ 250,000	250,000	-	-	-	-
MPO TAP Match (Multimodal Enhancements)	\$ 150,000	-	150,000	-	-	-
Broward County:						
MPO TAP Program (Multimodal Enhancements)	\$ 638,521	-	-	638,521	-	-
Potential Grant Program(s)	\$ 600,000	-	150,000	150,000	150,000	150,000
Miscellaneous Revenues						
PATCH Operating Revenues	\$ 169,110	30,000	31,800	33,710	35,730	37,870
Investment Earnings	\$ 28,000	8,000	5,000	5,000	5,000	5,000
Financing						
(4) TIR Bank Loan, Series 2022 (Proposed)	\$ 35,000,000	-	-	-	-	35,000,000
Total Forecasted Revenues	\$ 53,257,079	\$ 1,477,331	\$ 1,948,340	\$ 3,562,005	\$ 4,242,856	\$ 42,026,547
Total Sources	\$ 53,623,072	\$ 1,843,324	\$ 1,948,340	\$ 3,562,005	\$ 4,242,856	\$ 42,026,547
Use (Expenditures)						
Expenditures						
Operations						
Dedicated Personnel Allocation (4 full-time positions)	\$ 2,589,992	\$ 478,182	\$ 497,310	\$ 517,200	\$ 537,890	\$ 559,410
Operating Expenses	\$ 1,032,920	198,500	202,470	206,500	210,620	214,830
City Cost Allocation Plan (transfer to General Fund)	\$ 1,167,551	224,331	228,820	233,400	238,100	242,900
Subtotal - Operations	\$ 4,790,463	\$ 901,013	\$ 928,600	\$ 957,100	\$ 986,610	\$ 1,017,140
Debt Service						
(3) BCRCP Loan Repayment Reserve	\$ 250,000	\$ 250,000	\$ -	\$ -	\$ -	\$ -
(4) Tax Increment Bank Loan, Series 2022 (Proposed)	\$ 3,950,000	-	-	-	-	3,950,000
Subtotal - Debt Service	\$ 4,200,000	\$ 250,000	\$ -	\$ -	\$ -	\$ 3,950,000
Sub Area Initiatives						
Streetscape Enhancements	\$ 896,900	\$ 108,379	\$ 150,000	\$ 638,521	\$ -	\$ -
Redevelopment Initiatives/Business Development	\$ 602,030	202,030	100,000	100,000	100,000	100,000
Parks and Open Space	\$ 3,636	3,636	-	-	-	-
Marketing and Public Relations	\$ 236,266	36,266	50,000	50,000	50,000	50,000
Community Events	\$ 939,567	177,000	182,310	187,780	193,337	199,140
PATCH	\$ 795,590	165,000	153,000	156,070	159,170	162,350
Subtotal - Sub Area Initiatives	\$ 3,473,989	\$ 692,311	\$ 635,310	\$ 1,132,371	\$ 502,507	\$ 511,490
Total Forecasted Expenditures	\$ 12,464,452	\$ 1,843,324	\$ 1,563,910	\$ 2,089,471	\$ 1,489,117	\$ 5,478,630
Reserve						
Redevelopment Project Contingency	\$ 6,158,620	\$ -	\$ 384,430	\$ 1,472,534	\$ 2,753,739	\$ 1,547,917
Redevelopment Project Contingency (2022 Bond)	\$ 35,000,000	-	-	-	-	35,000,000
Total Forecasted Reserves	\$ 41,158,620	\$ -	\$ 384,430	\$ 1,472,534	\$ 2,753,739	\$ 36,547,917
Total Uses	\$ 53,623,072	\$ 1,843,324	\$ 1,948,340	\$ 3,562,005	\$ 4,242,856	\$ 42,026,547
Surplus/(Deficit)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Notes:

(1) Readers should refer to the Supporting Schedules for detailed information involving miscellaneous operating expenditure forecasts and Source & Use Statements for each Sub Area that specify the individual projects and associated funding sources.

(2) This schedule provides estimated/forecasted TIF values for FY's 2019-2022. While the CRA Trust Fund has not been activated to collect TIF, the Finance Plan highlights the benefits of leveraging the new construction forecasts and proposes to activate the CRA Trust Fund in FY 2019 to begin reinvesting tax increment and aggressively targeting redevelopment within the CRA Area.

(3) The CRA borrowed \$5.3 million under the Broward County Redevelopment Capital Program (RCP) for various redevelopment projects. Provisions under the agreements allow for the conversion of all, or a portion, to grants if the CRA can demonstrate a net increase in the tax base (new construction). As of 2017, the CRA has requested \$2.8 million be converted to grants. Pending official approval of the loan-to-grant conversion, the FY 2018 budget allocates \$250,000 for estimated debt service. However, staff is confident that the grant conversion will be approved and the debt service allocation will not be utilized. Additionally, the Finance Plan assumes the remaining \$2.5 million will also be converted to grants and therefore does not reflect the debt service requirements in future years.

(4) Forecasted debt service is based on the following components: Principal Amount = \$35.9 million (\$35 million for redevelopment projects/\$875K for issuance costs); Amortization Period = 13 years (matures in FY 2034); Fixed Tax-Exempt Interest Rate = 5.5%.

Financing and Implementation Plan

Summary Statement by Sub Area (1),(2)

	Total Investment 2018-2022	Proposed FY 2018	Forecasted FY 2019	Forecasted FY 2020	Forecasted FY 2021	Forecasted FY 2022
Source (Revenue)						
Carryforward						
Carryforward of FY 2017 Appropriations	\$ 315,373	\$ 315,373				
Impact Fees (Transportation)	\$ 50,620	50,620				
Total Estimated Carryforward Balances	\$ 365,993	\$ 365,993				
Revenues						
Tax Increment Revenue (TIR) Allocation	\$ 14,908,917	\$ -	\$ 1,534,290	\$ 2,655,204	\$ 3,970,166	\$ 6,749,257
Community Event Revenues	\$ 398,200	75,000	77,250	79,570	81,960	84,420
Intergovernmental Funding						
City of Dania Beach:						
Contribution in-lieu of TIR	\$ 880,000	880,000	-	-	-	-
Cost Allocation Plan	\$ 224,331	224,331	-	-	-	-
Arts/Seafood Festival	\$ 10,000	10,000	-	-	-	-
(3) BCRCP Loan Repayment Reserve	\$ 250,000	250,000	-	-	-	-
MPO TAP Match (Multimodal Enhancements)	\$ 150,000	-	150,000	-	-	-
Broward County:						
MPO TAP Program (Multimodal Enhancements)	\$ 638,521	-	-	638,521	-	-
Potential Grant Program(s)	\$ 600,000	-	150,000	150,000	150,000	150,000
Miscellaneous Revenues						
PATCH Operating Revenues	\$ 169,110	30,000	31,800	33,710	35,730	37,870
Investment Earnings	\$ 28,000	8,000	5,000	5,000	5,000	5,000
Financing						
(4) TIR Bank Loan, Series 2022 (Proposed)	\$ 35,000,000	-	-	-	-	35,000,000
Total Forecasted Revenues	\$ 53,257,079	\$ 1,477,331	\$ 1,948,340	\$ 3,562,005	\$ 4,242,856	\$ 42,026,547
Total Sources	\$ 53,623,072	\$ 1,843,324	\$ 1,948,340	\$ 3,562,005	\$ 4,242,856	\$ 42,026,547
Use (Expenditures)						
Expenditures						
Operations						
Dedicated Personnel Allocation (4 full-time positions)	\$ 2,589,992	\$ 478,182	\$ 497,310	\$ 517,200	\$ 537,890	\$ 559,410
Operating Expenses	\$ 1,032,920	198,500	202,470	206,500	210,620	214,830
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Subtotal - Operations	\$ 4,790,463	\$ 901,013	\$ 928,600	\$ 957,100	\$ 986,610	\$ 1,017,140
Debt Service						
(3) BCRCP Loan Repayment Reserve	\$ 250,000	\$ 250,000	\$ -	\$ -	\$ -	\$ -
(4) Tax Increment Bank Loan, Series 2022 (Proposed)	\$ 3,950,000	-	-	-	-	3,950,000
Subtotal - Debt Service	\$ 4,200,000	\$ 250,000	\$ -	\$ -	\$ -	\$ 3,950,000
Sub Areas						
City Center	\$ 2,482,133	\$ 331,045	\$ 482,310	\$ 976,301	\$ 343,337	\$ 349,140
PATCH Community Garden	\$ 795,590	165,000	153,000	156,070	159,170	162,350
Agency Wide	\$ 196,266	196,266	-	-	-	-
Subtotal - Sub Area Initiatives	\$ 3,473,989	\$ 692,311	\$ 635,310	\$ 1,132,371	\$ 502,507	\$ 511,490
Total Forecasted Expenditures	\$ 12,464,452	\$ 1,843,324	\$ 1,563,910	\$ 2,089,471	\$ 1,489,117	\$ 5,478,630
Reserve						
Redevelopment Project Contingency	\$ 6,158,620	\$ -	\$ 384,430	\$ 1,472,534	\$ 2,753,739	\$ 1,547,917
Redevelopment Project Contingency (2022 Bond)	\$ 35,000,000	-	-	-	-	35,000,000
Total Forecasted Reserves	\$ 41,158,620	\$ -	\$ 384,430	\$ 1,472,534	\$ 2,753,739	\$ 36,547,917
Total Uses	\$ 53,623,072	\$ 1,843,324	\$ 1,948,340	\$ 3,562,005	\$ 4,242,856	\$ 42,026,547
Surplus/(Deficit)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Notes:

(1) Readers should refer to the Supporting Schedules for detailed information involving miscellaneous operating expenditure forecasts and Source & Use Statements for each Sub Area that specify the individual projects and associated funding sources.

(2) This schedule provides estimated/forecasted TIF values for FY's 2019-2022. While the CRA Trust Fund has not been activated to collect TIF, the Finance Plan highlights the benefits of leveraging the new construction forecasts and proposes to activate the CRA Trust Fund in FY 2019 to begin reinvesting tax increment and aggressively targeting redevelopment within the CRA Area.

(3) The CRA borrowed \$5.3 million under the Broward County Redevelopment Capital Program (RCP) for various redevelopment projects. Provisions under the agreements allow for the conversion of all, or a portion, to grants if the CRA can demonstrate a net increase in the tax base (new construction). As of 2017, the CRA has requested \$2.8 million be converted to grants. Pending official approval of the loan-to-grant conversion, the FY 2018 budget allocates \$250,000 for estimated debt service. However, staff is confident that the grant conversion will be approved and the debt service allocation will not be utilized. Additionally, the Finance Plan assumes the remaining \$2.5 million will also be converted to grants and therefore does not reflect the debt service requirements in future years.

(4) Forecasted debt service is based on the following components: Principal Amount = \$35.9 million (\$35 million for redevelopment projects/\$875K for issuance costs); Amortization Period = 13 years (matures in FY 2034); Fixed Tax-Exempt Interest Rate = 5.5%.



Dania Beach Community Redevelopment Agency

Financing and Implementation Plan

Supporting Schedule - City Center Sub Area

	Total	Proposed FY 2018	Forecasted FY 2019	Forecasted FY 2020	Forecasted FY 2021	Forecasted FY 2022
Source (Revenue)						
Tax Increment Revenue (TIR) Allocation	\$ 439,367	\$ -	\$ 105,060	\$ 108,210	\$ 111,377	\$ 114,720
Community Event Revenues						
Arts/Seafood Festival	\$ 398,200	75,000	77,250	79,570	81,960	84,420
Intergovernmental Funding						
City of Dania Beach:						
Contribution in-lieu of TIR	\$ 54,818	54,818	-	-	-	-
Arts/Seafood Festival	\$ 10,000	10,000	-	-	-	-
MPO TAP Match (Multimodal Enhancements)	\$ 150,000	-	150,000	-	-	-
Broward County:						
MPO TAP Program (Multimodal Enhancements)	\$ 638,521	-	-	638,521	-	-
Potential Grant Program(s)	\$ 600,000	-	150,000	150,000	150,000	150,000
Carryforward Fund Balance	\$ 140,607	140,607	-	-	-	-
Impact Fees (RAC/Transportation)	\$ 50,620	50,620	-	-	-	-
Total Sources	\$ 2,482,133	\$ 331,045	\$ 482,310	\$ 976,301	\$ 343,337	\$ 349,140
Use (Expenses)						
Streetscape Enhancements						
NW/SW 1st Streetscape (Design)	\$ 105,000	\$ 105,000	\$ -	\$ -	\$ -	\$ -
Multimodal Enhancements (MPO TAP Program)						
Design	\$ 150,000	-	150,000	-	-	-
Construction	\$ 638,521	-	-	638,521	-	-
Gateway Signage	\$ 3,379	3,379	-	-	-	-
Redevelopment Initiatives/Business Development						
Planning, Banners, Events, etc.	\$ 227,030	27,030	50,000	50,000	50,000	50,000
Redevelopment Initiatives/Business Development	\$ 200,000	-	50,000	50,000	50,000	50,000
Parks and Open Space						
Park Improvements (Chester Byrd Park)	\$ 636	636	-	-	-	-
Park Improvements (Community Garden)	\$ 3,000	3,000	-	-	-	-
Marketing and Public Relations	\$ 215,000	15,000	50,000	50,000	50,000	50,000
Community Events						
Arts/Seafood Festival	\$ 743,300	140,000	144,200	148,530	152,990	157,580
Art Walk on the Avenue	\$ 169,900	32,000	32,960	33,950	34,970	36,020
Vintage Motorcycle Festival	\$ 26,367	5,000	5,150	5,300	5,377	5,540
Total Uses	\$ 2,482,133	\$ 331,045	\$ 482,310	\$ 976,301	\$ 343,337	\$ 349,140
Surplus/(Deficit)	-	-	-	-	-	-



Dania Beach Community Redevelopment Agency

Financing and Implementation Plan

Supporting Schedule - PATCH (People's Access to Community Horticulture)

	Total	Proposed FY 2018	Forecasted FY 2019	Forecasted FY 2020	Forecasted FY 2021	Forecasted FY 2022
Source (Revenue)						
Tax Increment Revenue (TIR) Allocation	\$ 491,480	\$ -	\$ 121,200	\$ 122,360	\$ 123,440	\$ 124,480
Intergovernmental Funding						
City of Dania Beach:						
Contribution in-lieu of TIR	\$ 55,000	55,000	-	-	-	-
Miscellaneous						
Operating Revenues	\$ 169,110	30,000	31,800	33,710	35,730	37,870
Carryforward Fund Balance	\$ 80,000	80,000	-	-	-	-
Total Sources	\$ 795,590	\$ 165,000	\$ 153,000	\$ 156,070	\$ 159,170	\$ 162,350
Use (Expenses)						
Parks and Open Space						
PATCH Community Garden						
Personnel	\$ 297,809	\$ 57,229	\$ 58,370	\$ 59,540	\$ 60,730	\$ 61,940
Professional Services	\$ 85,921	16,511	16,840	17,180	17,520	17,870
Contractual Services (credit card processing fees)	\$ 2,600	500	510	520	530	540
Communications (cell phones, etc.)	\$ 5,200	1,000	1,020	1,040	1,060	1,080
Utilities (water)	\$ 80,670	15,500	15,810	16,130	16,450	16,780
Utilities (electricity)	\$ 10,900	2,100	2,140	2,180	2,220	2,260
Rentals and Leases (equipment)	\$ 26,010	5,000	5,100	5,200	5,300	5,410
Repair and Maintenance (equipment)	\$ 5,200	1,000	1,020	1,040	1,060	1,080
Repair and Maintenance (grounds)	\$ 48,710	9,360	9,550	9,740	9,930	10,130
Printing and Binding	\$ 4,200	800	820	840	860	880
Promotional Activities	\$ 46,830	9,000	9,180	9,360	9,550	9,740
Operating Supplies (cost of goods sold)	\$ 72,870	14,000	14,280	14,570	14,860	15,160
Operating Supplies (miscellaneous)	\$ 93,670	18,000	18,360	18,730	19,100	19,480
Reserve	\$ 15,000	15,000	-	-	-	-
Total Uses	\$ 795,590	\$ 165,000	\$ 153,000	\$ 156,070	\$ 159,170	\$ 162,350
Surplus/(Deficit)	-	-	-	-	-	-



Dania Beach Community Redevelopment Agency

Financing and Implementation Plan

Supporting Schedule - Agency Wide

	Total	Proposed FY 2018	Forecasted FY 2019	Forecasted FY 2020	Forecasted FY 2021	Forecasted FY 2022
<u>Source (Revenue)</u>						
City of Dania Beach:						
Contribution in-lieu of TIR	\$ 101,500	\$ 101,500	\$ -	\$ -	\$ -	\$ -
Carryforward Fund Balance	\$ 94,766	94,766	-	-	-	-
Total Sources	\$ 196,266	\$ 196,266	\$ -	\$ -	\$ -	\$ -
<u>Use (Expenses)</u>						
Redevelopment Initiatives/Business Development						
Commercial Incentives, Business Development, etc.	\$ 125,000	\$ 125,000	\$ -	\$ -	\$ -	\$ -
Downtown Conceptual Plan	\$ 50,000	50,000	-	-	-	-
Marketing and Public Relations						
Neighborhood Ambassadors, Citywide Meetings, etc.	\$ 21,266	21,266	-	-	-	-
Total Uses	\$ 196,266	\$ 196,266	\$ -	\$ -	\$ -	\$ -
Surplus/(Deficit)	-	-	-	-	-	-



Dania Beach Community Redevelopment Agency

Financing and Implementation Plan

Supporting Schedule - Operating Expenditures

	Total	Proposed FY 2018	Forecasted FY 2019	Forecasted FY 2020	Forecasted FY 2021	Forecasted FY 2022
Professional Services	\$ 702,540	\$ 135,000	\$ 137,700	\$ 140,450	\$ 143,260	\$ 146,130
Professional Services (legal)	\$ 130,100	25,000	25,500	26,010	26,530	27,060
Contractual Services	\$ 52,030	10,000	10,200	10,400	10,610	10,820
Travel/Training	\$ 52,030	10,000	10,200	10,400	10,610	10,820
Communications (cell phones, etc.)	\$ 12,000	2,300	2,350	2,400	2,450	2,500
Postage	\$ 5,200	1,000	1,020	1,040	1,060	1,080
Printing & Binding	\$ 7,800	1,500	1,530	1,560	1,590	1,620
Legal & Display Advertisements	\$ 5,200	1,000	1,020	1,040	1,060	1,080
Office Supplies	\$ 26,010	5,000	5,100	5,200	5,300	5,410
Operating Supplies (miscellaneous)	\$ 5,200	1,000	1,020	1,040	1,060	1,080
Operating Supplies (software maintenance)	\$ 5,200	1,000	1,020	1,040	1,060	1,080
Subscriptions & Publications	\$ 3,600	700	710	720	730	740
Memberships	\$ 26,010	5,000	5,100	5,200	5,300	5,410
Total	\$ 1,032,920	\$ 198,500	\$ 202,470	\$ 206,500	\$ 210,620	\$ 214,830



Dania Beach Community Redevelopment Agency

Financing and Implementation Plan

Supporting Schedule - TIF Forecast

	Final FY 2017	Certified FY 2018	Forecasted FY 2019	Forecasted FY 2020	Forecasted FY 2021	Forecasted FY 2022
ORIGINAL BOUNDARIES						
City of Dania Beach						
Actual/Forecasted Growth	10.5%	25.8%	4.0%	4.0%	3.0%	3.0%
Existing Value:	\$ 271,631,690	\$ 280,397,283	\$ 355,292,205	\$ 405,903,893	\$ 488,121,010	\$ 502,814,080
New Construction:						
Casino at Dania Beach	-	40,621,764	-	-	-	-
The Place at Dania Beach	-	20,608,073	-	-	-	-
Morrison Hotel	-	-	15,000,000	-	-	-
Le Meridien Hotel	-	-	20,000,000	-	-	-
Wyndham Garden Hotel	-	-	-	12,000,000	-	-
Comfort Inn	-	-	-	8,000,000	-	-
Parco Mar	-	-	-	48,000,000	-	-
Calm Properties	-	-	-	-	-	100,000,000
Trion (Pirates Inn Property)	-	-	-	-	-	50,000,000
Future Development	-	-	-	-	48,000	-
Taxable Value	\$ 271,631,690	\$ 341,627,120	\$ 390,292,205	\$ 473,903,893	\$ 488,169,010	\$ 652,814,080
Base Year Value	172,715,440	172,715,440	172,715,440	172,715,440	172,715,440	172,715,440
Tax Increment	\$ 98,916,250	\$ 168,911,680	\$ 217,576,765	\$ 301,188,453	\$ 315,453,570	\$ 480,098,640
Millage Rate (1)	5.9998	5.9998	5.9998	5.9998	5.9998	5.9998
Gross Incremental Revenue	\$ 593,478	\$ 1,013,436	\$ 1,305,417	\$ 1,807,070	\$ 1,892,658	\$ 2,880,496
Statutory Reduction	0.95	0.95	0.95	0.95	0.95	0.95
Budgetable Incremental Revenue	\$ 563,804	\$ 962,764	\$ 1,240,146	\$ 1,716,717	\$ 1,798,025	\$ 2,736,471
EXPANDED BOUNDARIES						
City of Dania Beach						
Actual/Forecasted Growth	22.1%	8.3%	4.0%	3.0%	3.0%	3.0%
Existing Value:	\$ 386,044,250	\$ 418,111,890	\$ 434,836,366	\$ 447,925,747	\$ 564,363,519	\$ 787,294,425
New Construction:						
Dania Pointe 1 (Costco retail)	-	-	-	100,000,000	-	-
Dania Pointe 2 (retail/hotel)	-	-	-	-	200,000,000	-
Dania Pointe 3 (office/residential)	-	-	-	-	-	300,000,000
Future Development	-	-	43,000	-	-	-
Taxable Value	\$ 386,044,250	\$ 418,111,890	\$ 434,879,366	\$ 547,925,747	\$ 764,363,519	\$ 1,087,294,425
Base Year Value	383,273,470	383,273,470	383,273,470	383,273,470	383,273,470	383,273,470
Tax Increment	\$ 2,770,780	\$ 34,838,420	\$ 51,605,896	\$ 164,652,277	\$ 381,090,049	\$ 704,020,955
Millage Rate (1)	5.9998	5.9998	5.9998	5.9998	5.9998	5.9998
Gross Incremental Revenue	\$ 16,624	\$ 209,024	\$ 309,625	\$ 987,881	\$ 2,286,464	\$ 4,223,985
Statutory Reduction	0.95	0.95	0.95	0.95	0.95	0.95
Budgetable Incremental Revenue	\$ 15,793	\$ 198,572	\$ 294,144	\$ 938,487	\$ 2,172,141	\$ 4,012,786
(2) Total Incremental Revenue (Original + Expanded)	NO TIF	NO TIF	\$ 1,534,290	\$ 2,655,204	\$ 3,970,166	\$ 6,749,257

Notes:

(1) Assumes that the City's millage rate will remain at FY 2017 levels throughout the forecast period.

(2) This schedule provides estimated/forecasted TIF values for FY's 2019-2022. While the CRA Trust Fund has not been activated to collect TIF, the Finance Plan highlights the benefits of leveraging the new construction forecasts and proposes to activate the CRA Trust Fund in FY 2019 to begin reinvesting tax increment and aggressively targeting redevelopment within the CRA Area.

Dania Beach Community Redevelopment Agency
Fund 106: Community Redevelopment Agency
FY 2018 Budget
Exhibit B (Detail)

Account		FY 2017 (as of 7/14/2017)		FY 2018		
		A	F=C+E	H	I	J=H+I
		Amended Budget	Total Revenues	Capital Est. Carryforward from FY 2017	2018 Budget Appropriation Transfers & Amendments	FY 2018 Budget
Account Description						
Fund 106 - Community Redevelopment Agency						
REVENUE						
Department 00 - Revenues						
Division 00 - Non-Dep.						
361-10-01	Interest and Other Earnings Interest Operating Interest	\$ 5,000	\$ 15,689	\$ -	\$ 8,000	\$ 8,000
369-90-00	Miscellaneous Revenues: Seafood Festival	85,000.0	58,904	-	75,000	75,000
381-00-01	Other Sources: Non-Operating Transfer from General Fund (operations)	880,000.0	880,000	-	880,000	880,000
	Other Sources: Non-Operating Transfer from General Fund (Cost Allocation Plan)	279,170.0	279,170	-	224,331	224,331
	Other Sources: Non-Operating Transfer from General Fund (Contribution towards Arts & Seafood Festival)	10,000.0	10,000	-	10,000	10,000
	Other Sources: Non-Operating Transfer from General Fund (County Loan Repayment)	-	-	-	250,000	250,000
389-90-01	Other Sources: Non-Operating Re-Appropriations Appropriated Fund Balance	469,064.0	-	170,191	65,182	235,373
389-90-14	Other Sources: Non-Operating Re-Appropriations Appropriated Fund Balance - Impact Fees (Transportation Commercial)	50,620.0	-	50,620	-	50,620
REVENUE TOTALS		\$ 1,778,854	\$ 1,243,763	\$ 220,811	\$ 1,512,513	\$ 1,733,324

		FY 2017 (as of 7/14/2017)		FY 2018		
		A	F=B+C+E	H	I	J=H+I
		Amended Budget	Total Encumbrances and Expenses	Capital Est. Carryforward from FY 2017	2018 Budget Appropriation Transfers & Amendments	FY 2018 Budget
Account	Account Description					
EXPENSE						
Department 52 - CRA						
Division 01 - Admin						
Activity 552 - Industry Development						
12-10	Salaries and Wages Full-Time	\$ 180,929	\$ 182,500	\$ -	\$ 317,299	\$ 317,299
12-11	Salaries and Wages Part Time (FRS Eligible)	-	819	-	-	-
12-13	Salaries and Wages Expense Allowance	1	-	-	6,001	6,001
12-14	Cell Phone Stipend	480	480	-	480	480
14-10	Overtime Regular	2,994	5,043	-	4,000	4,000
15-15	Special Pay (Accrued Leave)	1,295	472	-	7,205	7,205
21-10	FICA Taxes	18,611	11,067	-	20,267	20,267
21-20	FICA Medicare	4,571	2,588	-	4,876	4,876
22-20	Retirement Contributions FRS Pension	16,054	11,587	-	44,537	44,537
22-30	Retirement Contributions Deferred Comp. Match	11,499	9,176	-	5,828	5,828
23-10	Life and Health Insurance	69,284	47,207	-	66,895	66,895
24-10	Workers' Compensation Premium	1,725	1,875	-	794	794
31-10	Prof. Services General	359,148	359,148	-	135,000	135,000
31-20	Prof. Services Legal	50,000	47,700	-	25,000	25,000
34-10	Contractual Services General	20,000	9,358	-	10,000	10,000
40-10	Travel and Per Diem Training and Per Diem	10,000	6,728	-	10,000	10,000
41-10	Communications Services Telephone	2,200	1,646	-	2,300	2,300
42-10	Freight & Postage Services Freight & Postage	2,500	1,330	-	1,000	1,000

		FY 2017 (as of 7/14/2017)		FY 2018		
		A	F=B+C+E	H	I	J=H+I
Account	Account Description	Amended Budget	Total Encumbrances and Expenses	Capital Est. Carryforward from FY 2017	2018 Budget Appropriation Transfers & Amendments	FY 2018 Budget
EXPENSE						
47-10	Printing and Binding General	2,000	1,137	-	1,500	1,500
48-14	Promotional Activities (Seafood Festival)	208,500	190,180	-	140,000	140,000
49-20	Other Current Charges/Obligations Legal & Display Advertising	2,775	849	-	1,000	1,000
51-10	Office Supplies General	4,547	3,451	-	5,000	5,000
52-20	Operating Supplies Miscellaneous	1,200	839	-	1,000	1,000
52-30	Operating Supplies Software	1,500	-	-	1,000	1,000
54-10	Books/Publications, Memberships, Subscriptions Books & Subscriptions	700	-	-	700	700
54-20	Books/Publications, Memberships, Subscriptions Memberships	5,500	5,917	-	5,000	5,000
71-10	Principal (Loan Repayments)	-	-	-	250,000	250,000
91-00	Intragovernmental Transfers Out General Fund	279,170	279,170	-	224,331	224,331
91-11	Intragovernmental Transfers Out CRA Patch Fund	120,000	120,000	-	55,000	55,000
99-80	Other Uses Reserve for CRA	-	-	-	-	-
Division 01 - Admin Totals		\$ 1,377,183	\$ 1,300,267	\$ -	\$ 1,346,013	\$ 1,346,013
Division 02 - City Center						
Activity 552 - Industry Development						
31-10	Prof. Services CRA - General	\$ 100,000	\$ 20,000	\$ 80,000	\$ (80,000)	\$ -
31-41	Prof. Services CRA - Marketing/PR	13,352	13,352	-	15,000	15,000
31-42	Prof. Services CRA - Redevelopment Initiatives	25,000	2,970	22,030	5,000	27,030
48-10	Promotional Activities General	6,648	6,648	-	37,000	37,000
63-41	Infrastructure CRA Streetscape Enhancements	-	-	-	108,379	108,379
63-43	Infrastructure CRA Parks Improvements	-	-	-	3,636	3,636
Division 02 - City Center Totals		\$ 145,000	\$ 42,970	\$ 102,030	\$ 89,015	\$ 191,045
Division 03 - College Gardens						
Activity 552 - Industry Development						
63-41	Infrastructure CRA Streetscape Enhancements	\$ 10,000	\$ 6,621	\$ 3,379	\$ (3,379)	\$ -
63-43	Infrastructure CRA Parks Improvements	3,000	2,364	636	(636)	-
Division 03 - College Gardens Totals		\$ 13,000	\$ 8,985	\$ 4,015	\$ (4,015)	\$ -
Division 07 - Sun Garden Isles						
Activity 552 - Industry Development						
63-41	Infrastructure CRA Streetscape Enhancements	\$ 100,000	\$ -	\$ 100,000	\$ (100,000)	\$ -
63-43	Infrastructure CRA Parks Improvements	3,000	-	3,000	(3,000)	-
Division 07 - Sunny Garden Isles Totals		\$ 103,000	\$ -	\$ 103,000	\$ (103,000)	\$ -
Division 08 - City-Wide						
Activity 552 - Industry Development						
31-10	Prof. Services General	\$ 15,000	\$ 3,234	\$ 11,766	\$ 9,500	\$ 21,266
31-42	Prof. Services CRA - Redevelopment Initiatives	125,670	125,670	-	175,000	175,000
Division 08 - City-Wide Totals		\$ 140,670	\$ 128,904	\$ 11,766	\$ 184,500	\$ 196,266
EXPENSE TOTALS		\$ 1,778,853	\$ 1,481,126	\$ 220,811	\$ 1,512,513	\$ 1,733,324

Dania Beach Community Redevelopment Agency

Fund 112: CRA Patch

FY 2018 Budget

Exhibit B (Detail)

		FY 2017 (as of 7/14/2017)		FY 2018		
		A	F=C+E	H	I	J=H+I
Account	Account Description	Amended Budget	Total Revenues	Capital Est. Carryforward from FY 2017	2018 Budget Appropriation Transfers & Amendments	FY 2018 Budget
Fund 112 - CRA Community Gardens (PATCH)						
REVENUE						
Department 00 - Revenues						
Division 00 - Non-Dep.						
369-90-01	Miscellaneous Revenues (All)	\$ 25,000	\$ 18,667	\$ -	\$ 25,000	\$ 25,000
369-90-03	Miscellaneous Revenues (FL Organic Growers)	5,000	4,871	-	5,000	5,000
369-90-05	Miscellaneous Revenues (Patch Sales)	-	18,485	-	-	-
381-01-06	Other Sources: Non-Operating Transfer from CRA	120,000	120,000	-	55,000	55,000
389-90-01	Other Sources: Non-Operating Re-Appropriations Appropriated Fund Balance	-	-	-	80,000	80,000
REVENUE TOTALS		\$ 150,000	\$ 162,022	\$ -	\$ 165,000	\$ 165,000

		FY 2017 (as of 7/14/2017)		FY 2018		
		A	F=B+C+E	H	I	J=H+I
Account	Account Description	Amended Budget	Total Encumbrances and Expenses	Capital Est. Carryforward from FY 2017	2018 Budget Appropriation Transfers & Amendments	FY 2018 Budget
EXPENSE						
Department 52 - CRA						
Division 09 - Community Gardens (PATCH)						
Activity 552 - Industry Development						
12-11	Salaries and Wages Part Time (FRS Eligible)	\$ 48,204	\$ 49,550	\$ -	\$ 48,205	\$ 48,205
21-10	FICA Taxes	2,989	2,985	-	2,989	2,989
21-20	FICA Medicare	699	698	-	699	699
22-20	Retirement Contributions FRS Pension	3,625	3,523	-	3,819	3,819
24-10	Workers' Compensation Premium	270	298	-	1,517	1,517
31-10	Prof. Services General	8,000	7,099	-	16,511	16,511
34-20	Contractual Services Merchant Card Processing Fees	300	591	-	500	500
41-10	Communications Services Telephone	900	-	-	1,000	1,000
43-10	Utility Services Water	15,000	7,348	-	15,500	15,500
43-20	Utility Services Electricity	4,500	32	-	2,100	2,100
44-10	Rentals and Leases Equipment	5,000	4,320	-	5,000	5,000
46-10	Repair & Maintenance (Equipment)	1,000	-	-	1,000	1,000
46-50	Repair & Maintenance (Grounds)	9,360	12,465	-	9,360	9,360
46-70	Repair & Maintenance (Utilities)	2,500	2,917	-	-	-
47-10	Printing and Binding General	1,800	-	-	800	800
48-10	Promotional Activities	6,890	9,186	-	9,000	9,000
49-30	Permits & Licenses	475	633	-	-	-
52-06	Operating Supplies Cost of Goods Sold (PATCH)	13,942	11,043	-	14,000	14,000
52-20	Operating Supplies Miscellaneous	18,489	12,265	-	18,000	18,000
62-10	Buildings	6,058	8,077	-	-	-
99-80	Other Uses Reserve for CRA	-	-	-	15,000	15,000
Division 09 - Totals		\$ 150,000	\$ 133,030	\$ -	\$ 165,000	\$ 165,000
EXPENSE TOTALS		\$ 150,000	\$ 133,030	\$ -	\$ 165,000	\$ 165,000

CRA Staffing FY 2018

1. CRA Executive Director
2. CRA Manager
3. Economic Development Manager
4. CRA Administrative Coordinator

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Discussion

Continued from:

Requested Action (Identify appropriate Action or Motion)		
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Redevelopment Management Associates proposal for Marketing and Consulting Services 2018		
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Purchasing Requests ONLY		
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Dept:	Acct #:	Amt:
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Fund:		
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Fiscal Impact/Cost Summary

Exhibits Attached

Memo from the Acting Interim Executive Director , Redevelopment Management Associates proposal for Marketing and Consulting Services 2018

To: Chair, Vice Chair and Board of Commissioners
From: Kathleen Weekes, Acting Interim Executive Director
Date: September 12, 2017
Re: **RMA Marketing Consulting Services 2018**

Background

Redevelopment Management Associates (RMA) through its principal, Kim Briesemeister, has been providing continuing consulting services to the Dania Beach CRA for the past 8 years. RMA Services have included CRA staff support and ongoing marketing, events, public relations, finance and budgeting, economic analysis, planning, public/private partnership assistance and until recently CRA Management services.

Update

RMA is presenting a marketing plan for the DCRA at the September 12, 2017 Board Meeting and offering their services to implement it along with the CRA Staff. RMA's draft Scope of Services is presented to the CRA Board and it includes a continuation of Marketing and Public Relations Services for a lump sum fee of \$65,000.00 to be billed monthly at \$5,416.61 per month and Financial Services for a lump sum fee of \$8,000.00.

Please Note: Services for the Arts and Seafood Celebration and Design work if needed will be billed separately.

Action Requested

This item is for discussion. If the CRA Board agrees to enter into the Marketing Consulting contract with RMA for 2018, the CRA will bring all necessary contractual documents to the CRA Board for approval at its next CRA Board meeting on October 10, 2017 and it will be retroactive to October 1, 2017 the start of the 2018 fiscal year.



REINVENTING YOUR CITY

September 5, 2017

Dania Beach CRA ("Client")
Kathleen Weekes, Interim CRA Director
Chair, Vice Chair and Board Members
100 West Dania Beach Blvd
Dania Beach FL 33404
Contact: 954-260-9959
Email: kweekes@ci.dania-beach.fl.us

AND

Redevelopment Management Associates, LLC ("Consultant")
Kim Briesemeister, Principal
3109 East Atlantic Blvd, Suite B
Pompano Beach, Florida 33062
Contact: (954) 695-0754
Email: kim@rma.us.com

RE: Marketing Consulting Services

Dear Director, Chair, Vice Chair and Board members:

Redevelopment Management Associates LLC, ("Consultant") is pleased to submit this Proposal for work related to marketing administration, management and consulting services to the City of Dania Beach Community Redevelopment Agency (Client). If accepted, all services shall be performed as per this proposal.

As you know, Redevelopment Management Associates, LLC is a specialized firm that provides a multidisciplinary approach to redevelopment and economic development which includes business attraction, marketing and positioning places. Please review the proposed Scope of Services for content and compliance with your stated objectives; if there are revisions to the total content of the Scope we will be happy to discuss further and make any modifications as requested.

Background

The Dania Beach Community Redevelopment Agency has maintained a consulting relationship with RMA, through its Principal, Kim Briesemeister and her company MetroStrategies, Inc. since 2009. The CRA anticipates continuing this consulting relationship specifically as it relates to marketing and public relations on an ongoing basis .

SCOPE OF SERVICES

1. Marketing, Public Relations, Business Development, Brand Management, Cultural Liason*

Continuation of marketing and public relations services

- 1.1. Public relations management services for the CRA including story creation and press releases, social media coordination and management, website content management and business communications.
- 1.2. Marketing services including but not limited to: draft annual marketing plan, event planning, communications services and social media management for "The PATCH", collateral development, merchant meetings, neighborhood ambassador activity, newsletter development, business attraction and retention efforts and events.
- 1.3. Development of additional downtown events (i.e. food truck) and subsequent coordination, marketing, promotion and management.
- 1.4. Direction and management of all advertising, promotions, direct mail and collateral design development for promoting all projects and programs for the CRA.

*Excluding the Dania Beach Arts and Seafood Celebration. Services specifically for this event if needed may be billed on an hourly basis.

Task 1 Lump Sum Fee (billed monthly @\$5,416.66) \$65,000

Graphic Design services are available on an hourly basis as needed and will be estimated per project on a case-by-case basis and billed outside this contract.

2. Financial Services

- 2.1 Analysis, update, and review of the Multi-Year Financing and Implementation Plan for the CRA including: Annual budget and financial forecast, Agenda Memorandum, Adopting Resolution and Presentation.
- 2.2 Analysis and review of property tax parcels and values including: Parcel-by-parcel comparison of taxable values (current tax roll year vs. prior tax roll year) and change in parcel control numbers.
- 2.3 Interface with the Finance Department;
- 2.4 Provide financial advisory services for projects and their sub-budgets;
- 2.5 Provide assistance to the CRA on items not listed above but related to financial matters such as RFP /Q reviews, lease opportunities, etc.

Task 2 Lump Sum Fee..... \$8,000

3. Compensation

The fee schedule for hourly services is as follows:

Marketing Assistant	\$85.00
Marketing Coordinator	\$100.00
Marketing Manager	\$125.00
Sr. Marketing Manager	\$150.00
Tourism Specialist	\$150.00
Director - Business Attraction & Marketing	\$185.00
Graphic Designer	\$85.00
Creative Director	\$150.00
Director of Digital Solutions	\$150.00
GIS/CAD Operator	\$95.00
Principals	\$230
Economic Dev. Director	\$185

4. Reimbursables.

Operating Reimbursables. Expenses will be invoiced monthly as incurred and billed at cost. Typical reasonable "out of pocket" expenses include travel, lodging , registrations and meals when or other incidental expenses incurred while carryout CRA business.

Marketing and Material Reimbursables. Identifiable communication expenses; reproduction costs; marketing materials and collaterals produced on behalf of the CRA; and expenses incurred that the CRA has requested as part of the scope of services under a Work Authorization will be billed and a 5% administration fee will added.

5. Term of Agreement

The term of this agreement commences on October 1, 2017 and expires on September 30, 2018 (12 months) unless otherwise extended for an additional one year period by the CRA Board. This agreement or specific tasks thereof may be revised periodically upon approval by both parties. All rates, services and fees are based on the annual schedule effective as of the execution date of this agreement. Should this agreement be renewed there will be an annual increase as negotiated by both parties.

This Agreement or specific tasks under this agreement may be terminated by either party at any time with a 30 day written notice to the following:

6. Notices:

To the City:
Mayor Tamara James, Chair
City of Dania Beach on behalf of
Dania Community Redevelopment Agency

100 West Dania Beach Blvd
Dania Beach FL 33404

Tom Ansboro, CRA Attorney
City of Dania Beach on behalf of
Dania Beach Community Redevelopment Agency
100 West Dania Beach Blvd
Dania Beach FL 33404

To the Consultant:

Kim Briesemeister, Principal
Redevelopment Management Associates, LLC
3109 East Atlantic Blvd. Suite B
Pompano Beach, Florida 33062

7. Other Provisions

Indemnification: Consultant agrees to indemnify, defend, save, and hold harmless the City of Margate, their officers and employees, from or on account of all damages, losses, liabilities, including but not limited to reasonable attorney's fees, and costs to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Consultant and persons employed or utilized by the Consultant in the performance of this agreement.

Venue: This agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

Waiver of Jury Trial: The parties to this agreement hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the contract, arising out of, under, or in connection with the matters to be accomplished in this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

Waiver: No waiver by either Party hereto of a breach of an obligation owed hereunder by the other shall be construed as a waiver of any other breach, whether of the same or of a different nature. No delay or failure on either Party's part to enforce any right or claim, which it may have hereunder, shall constitute a waiver on the respective Party's part of such right or claim. All rights and remedies arising under this Agreement as amended and modified from time to time are cumulative and not exclusive of any rights or remedies which may be available at law or otherwise.

Entire Agreement: This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter hereof, and there are no other promises; representations, or warranties affecting it.

We look forward to working with you on this project. Please call me if you have additional questions.

AGREED TO AND ACCEPTED BY:

Mayor Tamara James, Chair
City of Dania Beach CRA

Date



Kim Briesemeister, Principal
RMA, LLC

09/05/17
Date

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Discussion

Continued from:

Requested Action (Identify appropriate Action or Motion)		
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CRA Executive Director Recruitment		
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Purchasing Requests ONLY		
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Dept:	Acct #:	Amt:
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Fund:		
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Fiscal Impact/Cost Summary

CRA Executive Director Recruitment

To: Chair, Vice Chair and Board of Commissioners
From: Kathleen Weekes, Acting Interim Executive Director and Dan Murphy Economic Development Manager
Date: September 12, 2017
Re: **Discussion and Possible Action – Executive Director Recruitment**

Update

Staff met with Board appointed representative Board Member Bobbie Grace and discussed the next steps forward for the Executive Director selection. In the next week, Human Resources and the CRA staff will contact short-listed candidates by phone, do preliminary interviews, and provide a report to the CRA Board.

Next Steps:

- a) A special CRA Board meeting will be held to conduct interviews with the short listed candidates.
- b) CRA Board members will be contacted regarding the best possible dates for the interviews.
- c) An interview date and time will be arranged with the assistance of the City Clerk's office.
- d) Resumes, evaluations sheets and suggested questions will be provided to the CRA Board.

Recommendation

For Discussion Purposes