



150 NE 2nd Avenue
Deerfield Beach, FL 33441
954-480-4200

Regular Meeting Community Redevelopment Agency

Wednesday, December 13, 2023

7:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

Community Redevelopment Agency Meeting Minutes

Attachment: October 17, 2023

APPROVAL OF COMMUNITY REDEVELOPMENT AGENCY AGENDA

December 13, 2023

ZOOM INFORMATION

Join Zoom Meeting by clicking the below link

<https://deerfield-beach.zoom.us/j/85057857041?pwd=ZFk4MytNWdZwZytHL01JcTZWTHlyZz09>

Join Zoom Meeting via telephone by dialing

Call-in Number: (301) 715-8592

Meeting ID: 850 5785 7041#

Participant ID: #

Passcode: 623414#

For complete instructions on joining and/or participating during Public Comment, please click

the following link or attend in person in the City Commission Chambers.

Attachment: Zoom Instructions

GENERAL ITEMS

1. **Seeking approval to pursue Florida Inland Navigation District (FIND) Waterways Assistance Grant Funding.**
Suggested Action: CRA Board to approve Request
Attachment: FIND Waterways Assistance Grant
2. **CRA Resolution 2023/ - A Resolution of the Deerfield Beach Community Redevelopment Agency (CRA), approving an agreement with BeeFree, LLC d/b/a Freebee for on-demand transportation services for a one-year term, with two (2) one year renewal options, utilizing the terms of the City of Aventura Agreement/RFP No. 20-07-23-3 in an amount not to exceed \$300,000.00; providing for execution and an effective date. (Funds from Account #190-1500-549-39-16 - Rideshare)**
Suggested Action: CRA Board to vote on Resolution
Attachment: BeeFree, LLC
3. **CRA Resolution 2023/ - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), approving the Commercial Façade Improvement Program Funding Agreement for LMRCOVE, LLC (d/b/a The Cove Restaurant) in an amount not to exceed \$32,279.50; waiving certain program guidelines; authorizing execution of the Agreement; authorizing a budget transfer within the CRA fund in the amount of \$32,280.00 from the infrastructure and capital improvement account to the commercial façade loan account; and providing for an effective date. (Funds from Account #190-1500-552-39-59 - Commercial Façade Loan/Grant)**
Suggested Action: CRA Board to vote on Resolution
Attachment: LMRCOVE, LLC

BOARD/ADMINISTRATION COMMENTS

4. **2023 Ocean Way Holiday Economic Impact Report.**
Suggested Action: Informational Purposes Only
Attachment: Economic Impact Report

PUBLIC INPUT

ADJOURNMENT

NEXT MEETING

January 10, 2024

Any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meetings or hearings will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and the evidence upon which the appeal is made. The above notice is required by State Law (F.S. 286.0105). Anyone desiring a verbatim transcript shall have the responsibility, at his/her own expense, to arrange for the presence of a certified court reporter at the hearing.



Meeting Minutes

Community Redevelopment Agency

Tuesday, October 17, 2023

6:45 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Chair Bill Ganz at 6:48 p.m., in the City Commission Chambers, 150 NE 2nd Avenue, Deerfield Beach, Florida.

Present:

Mr. Todd Drosky
Mr. Michael Hudak
Mr. Ben Preston
Vice Chair Bernie Parness
Chair Bill Ganz

Also Present:

City Manager David Santucci
City Attorney Anthony Soroka
City Clerk Heather Montemayor

PLEDGE OF ALLEGIANCE

There was a moment of silence, followed by the Pledge of Allegiance.

APPROVAL OF MINUTES

Community Redevelopment Agency Meeting Minutes - August 29, 2023

MOTION was made by Vice Chair Parness, seconded by Mr. Hudak, to approve the August 29, 2023 minutes as submitted. Voice Vote:

Yeas: 5 - Mr. Drosky, Mr. Hudak, Mr. Preston, Vice Chair Parness, and Chair Ganz

Nays: 0

APPROVAL OF AGENDA

October 17, 2023

MOTION was made by Vice Chair Parness, seconded by Mr. Hudak, to approve the agenda as submitted. Voice Vote:

Yeas: 5 - Mr. Drosky, Mr. Hudak, Mr. Preston, Vice Chair Parness, and Chair Ganz

Nays: 0

GENERAL ITEMS

1. **Resolution 2023/008 - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), adopting the CRA regular meeting schedule for fiscal year 2023/2024; providing for an effective date.**

The Resolution was read by title only.

Kris Mory, Director of Economic Development, said this item approves the CRA meeting schedule for fiscal year 2023/2024.

There were no comments from the board.

Chair Ganz opened the public hearing; however, there were none to speak and the public hearing was closed.

MOTION was made by Vice Chair Parness, seconded by Mr. Preston, to approve Item 1 adopted CRA Resolution 2023/008. Voice Vote:

Yeas: 5 - Mr. Drosky, Mr. Hudak, Mr. Preston, Vice Chair Parness, and Chair Ganz

Nays: 0

ADMINISTRATION COMMENTS

There were no comments from administration.

BOARD COMMENTS

New Businesses - Mayor Ganz asked that the Board be updated, regularly, regarding any new businesses coming into the CRA area, especially along the S-Curve and beach.

There were no other board comments.

PUBLIC COMMENT

There were no public comments.

ADJOURNMENT

MOTION was made by Vice Chair Parness, seconded by Mr. Preston, to adjourn the meeting at 6:52 p.m. Voice Vote:

Yeas: 5 - Mr. Drosky, Mr. Hudak, Mr. Preston, Vice Chair Parness, and Chair Ganz

Nays: 0

BILL GANZ, CHAIR

Heather Montemayor, City Clerk



Community Redevelopment Agency Meeting - December 13, 2023

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Community Redevelopment Agency** meeting will be held on **Wednesday, December 13, 2023, at 7:00 PM** in the **City Commission Chambers located at the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, Florida**. A quorum of the CRA Board will be physically present at the meeting and the City will be utilizing communications media technology with most City staff participating through video conferencing.

The December 13, 2023, Community Redevelopment Agency meeting will proceed utilizing communications media technology; **however, the City Commission Chambers located at the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, will be open to the public as an additional method** for speakers wishing to speak on items. A copy of the agenda for the December 13, 2023 meeting will be available at <http://www.deerfield-beach.com/1554/Meetings-Agendas>.

Attending and Viewing the Community Redevelopment Agency Meeting:

This meeting will be broadcast live for members of the public via Zoom. Below are the available options for the public to attend/view the meeting:

1. In Person Attendance. Attend in person in the City Commission Chambers.

2. Zoom

a. Via Zoom Online - Access to the meeting will begin at 6:45 PM on December 13, 2023.

i. Use the following link below to access the meeting via Zoom:

<https://deerfield-beach.zoom.us/j/85057857041?pwd=ZFk4MytNWdZwZytHL01JcTZWTHlyZz09>

ii. The video camera display feature is disabled for public use

b. Via Zoom Telephone - Join the meeting via telephone (audio only) using the Call-in number below, followed by the Meeting ID when prompted. No computer or access code is required.

Call-in Number: (301) 715-8592, Meeting ID: 850 5785 7041#, Participant ID: #, Password: 623414#

For more information on using Zoom, please visit Zoom Support at the following link: <https://support.zoom.us/hc/en-us>.

Providing Public Comment:

Public participation is strongly encouraged. Your comments will be limited to three minutes per person. To participate, please choose the option best for you and remember to include your name and address for the record.

- 1. In person** - Public comment may be given in the Commission chambers during the applicable public comment portion of the meeting.
- 2. Live Zoom Video Participation** - If attending via Zoom online, at the appropriate public comment period, click "raise hand" on the bottom of the "participants" tab, and your audio will be unmuted when you are recognized.
- 3. Live Zoom Telephone Participation** - If attending via Zoom by telephone, at the appropriate public comment period, press *9 to "raise your hand" and your audio will be unmuted when you are recognized.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA STATUTE 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE CITY CLERK NO LATER THAN 3 DAYS PRIOR TO THE MEETING AT (954) 480-4213 FOR ASSISTANCE.

Should you have any questions, please feel free to contact the City Clerk's Office at 954.480.4213. For additional information on the agenda items for the Commission meeting, please visit www.dfb.city.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-2288

Agenda Date: 12/13/2023

Status: General Items

In Control: Community Redevelopment
Agency (CRA)

Title

Seeking approval to pursue Florida Inland Navigation District (FIND) Waterways Assistance Grant Funding.

Recommended Action

CRA Board to approve Request

Background/History

As part of the Fiscal Year 2024 CRA Budget discussions, the Board directed staff to look for cost-savings measures to offset the escalated construction costs of the Sullivan Park Phase 2 Sawgrass to Seagrass Center at Sullivan Park. Since then, staff have engaged with the architectural consultant to value engineer aspects of the design, expedited the project to bring it to market faster and got Board approval to potentially fund a portion of the project through short term lending from the City of Deerfield Beach through an Interlocal Agreement.

Current Activity

In addition to these strategies, staff reached out to the Florida Inland Navigation District to see if funding was available for the current project. In 2015, the CRA submitted an application to the Florida Inland Navigation District (FIND) for funding under the Waterways Assistance Program (WAP) and was awarded \$2,030,172. These funds offset 50% of the cost of park components that increased public access to the Intracoastal Waterway - namely, the marina, restroom facility and pavilions. In October, CRA staff met with Frank Gernert, who is the Broward County appointee to the FIND Board of Directors and received his enthusiastic support for a application for this project. After receiving his approval, CRA Staff met with FIND Executive Director Janet Zimmerman and FIND WAP Grant Coordinator Chris Kelley who also indicated an application for the project met WAP funding goals.

The WAP program reimburses 50% of approved projects. Since the Sawgrass to Seagrass Center is planned for multi-use, staff would apply for funding for the portion of the facility not being used for government administrative office space. Applications become available in January 2024 and are due in March. Final funding decisions are made in July and funds would become available on October 1st after grant agreements are fully executed.

Recommendation

Staff requests CRA Board approval for preparing and submitting an application for funding.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-2230

Agenda Date: 12/13/2023

Status: General Items

In Control: Community Redevelopment
Agency (CRA)

Title

CRA Resolution 2023/ - A Resolution of the Deerfield Beach Community Redevelopment Agency (CRA), approving an agreement with BeeFree, LLC d/b/a Freebee for on-demand transportation services for a one-year term, with two (2) one year renewal options, utilizing the terms of the City of Aventura Agreement/RFP No. 20-07-23-3 in an amount not to exceed \$300,000.00; providing for execution and an effective date. (Funds from Account #190-1500-549-39-16 - Rideshare)

Recommended Action

CRA Board to vote on Resolution

Fiscal Impact

Costs: Not to exceed \$300,000

Account Name: Rideshare

Account Number: 190-1500-549-39-16

Background/History

Rideshare is an on-demand transportation service that uses websites and apps to match passengers with drivers of vehicles, providing a door-to-door service. Rideshare vehicles can't legally be hailed from the street. The implementation of a rideshare program is consistent with CRA Plan goals of alleviating traffic congestion in the CRA and improving traffic flow. Specifically, CRA Plan Section D - Transportation and Pedestrian Improvements recommends "implementation of public transportation such as a trolley or an alternate fuel vehicle that circulates through the redevelopment area". The demand for this type of service has increased over the past few years in light of overall population increases, an ongoing disparity between available parking spaces and the demand for these spots and the increasing popularity of restaurants, hotels and retail stores in the CRA District.

As part of the Fiscal Year 2024 CRA Budget process, the CRA Board requested funding to implement a rideshare program in the CRA. Staff researched other rideshare programs currently being offered in other similar districts and recommended an initial budget of \$300,000 for the implementation of a rideshare pilot program in the CRA.

Current Activity

In the Deerfield Beach CRA District, staff considered several criteria when approaching the establishment of a rideshare service. The service is intended to activate the District by bringing patrons from their home or hotel to CRA District establishments. It is meant to offer business patrons an alternative to single-occupancy vehicle use to lessen traffic congestion, reduce auto emissions, and address the overall parking shortage experienced by most businesses east of Federal Highway. In communities that already have this service, it has also proved to have a marked effect on reducing the incidences of intoxicated driving. In the Deerfield Beach CRA District, one desired outcome of the program is that riders will no longer park for free in the Cove Shopping Center and walk over the

bridge to visit the beach or go to their job. Business owners in the Cove Shopping Center have been particularly vocal in their request for and support of a district rideshare service.

CRA staff researched the implications of offering this service on existing transportation providers. Beach Rides, Uber, Lyft and various taxi services operate in the District. It was determined that rideshare programs operate alongside other transportation services because their service is specifically limited to picking up riders from their home or hotel and delivering them to a business in the redevelopment district. Other services provide rides to a larger area (Lyft, Uber, taxis) or a more limited area (Beach Rides). Also, these services are pay for service and have no service boundaries.

CRA staff researched other rideshare programs currently in operation in the South Florida region including, but not limited to, those operating in Pompano Beach, Boca Raton, Lauderdale-By-The-Sea, Fort Lauderdale, Coconut Grove, Sunrise, Aventura, and Delray Beach. All of these cities have undergone a competitive Request for Proposals (RFP) process for this service. Of the similar programs analyzed, there are two main vendors with two similar service formats active in these communities. Circuit operates in communities including Pompano Beach, Lauderdale By The Sea, and Delray Beach and offer a mix of fixed route loops, door to door service and Brightline last mile service. Freebee also offers on-demand door-to-door service, including last-mile service for public transit in nearby communities including Sunrise, Aventura, Coconut Grove. They are currently negotiating a service agreement for Boca Raton. The service area is determined by a digital 'geofenced' area where riders in a pre-determined area can be picked up and dropped off.

Given the widespread instances of existing competitive bids, staff determined that an additional competitive solicitation would not be likely to result in additional information, lower prices or desired level of service. After reviewing other competitively bid rideshare procurements, staff determined that both services are quite similar. Both services use alternative fuel vehicles, are ADA compliant, licensed and insured, perform background checks on drivers, provide charging stations, maintain the vehicles, operate via apps, offer special event supplemental service and offset the cost of service through advertising.

However, Freebee offers a slightly higher level of service and a level of service that is most consistent with Deerfield Beach CRA needs. Freebee is offered in significantly more cities than Circuit and, as such, has a more developed infrastructure in terms of operations from hiring, training, quality control, advertising, sophistication of the service app, and approach to economic development. Freebee commits to hiring all drivers from Deerfield Beach and training them to act as local ambassadors to riders. In the area of economic development, Freebee offers considerable added value as they work with local businesses to offer special promotions through the app to drive business to establishments in the service area. Freebee's back of house analytics available through their app provides staff a real-time ability to monitor levels of service and program performance for return on investment analysis and for refining program operations.

During the pilot program, staff proposes the CRA pay \$300,000 of the overall program cost of \$459,000 to operate four electric vehicles, on Thursday through Saturday from 4-11pm. This includes an ADA-compliant Sienna van for disabled riders. Rides will be available to riders originating at a residence or hotel in the City of Deerfield Beach with a destination of any business in the CRA. However, to the aforementioned concerns and issues providing parking in the Cove Shopping Center, it is recommended that the ride-share program not be available to and from the Cove Shopping Center and Deerfield Beach Island; doing so has the potential to provide free parking in the Cove Shopping Center and a free ride to the beach or place of business. Freebee has committed to covering \$159,000 of the program cost through the sale of advertising. The agreement is proposed for an initial 12-month period with two renewable one-year options. As the rideshare program

becomes more widely used, staff will work with Freebee and the local business community to expand the service to meet demand and transition the program from being primarily funded by the CRA to a self-funded program.

If approved, Freebee would require 60-90 days to procure vehicles, install charging stations, develop the local app, hire drivers and begin marketing the program. Based on their experience with other cities, Freebee projects reaching full program capacity within 3 weeks of launch.

Recommendation

Staff recommends approval of this item.

CRA RESOLUTION NO. 2023/

A RESOLUTION OF THE DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA), APPROVING AN AGREEMENT WITH BEEFREE, LLC D/B/A FREEBEE FOR ON-DEMAND TRANSPORTATION SERVICES FOR A ONE YEAR TERM, WITH TWO (2) ONE YEAR RENEWAL OPTIONS, UTILIZING THE TERMS OF THE CITY OF AVENTURA AGREEMENT/RFP NO. 20-07-23-3 IN AN AMOUNT NOT TO EXCEED \$300,000.00; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE.

WHEREAS, rideshare services utilize websites and apps to match passengers with drivers of vehicles providing door-to-door service; and

WHEREAS, Section D of the City of Deerfield Beach Community Redevelopment Agency (“CRA”) Plan entitled “Transportation and Pedestrian Improvements” recommends the implementation of public transportation such as a trolley or an alternative fuel vehicle that circulates through the redevelopment area; and

WHEREAS, the CRA desires to hire a vendor to provide on-demand rideshare transportation services (“RideShare”) to residents and visitors within the CRA; and

WHEREAS, the CRA is seeking to contract with BeeFree, LLC d/b/a Freebee (“Freebee”) to provide RideShare services within the CRA (the “Services”), utilizing the terms of the City of Aventura’s competitively procured Agreement with Freebee, dated February 2, 2021 (and RFP No. 20-07-23-3), and all amendments thereto, (collectively, the “Aventura Contract”); and

WHEREAS, the Procurement Code exempts from competitive solicitation requirements procurements utilizing contracts awarded by other governmental agencies; and

WHEREAS, Freebee has provided the CRA with a proposal to provide the Services based upon the terms of the Aventura Contract in an amount not to exceed \$300,000.00; and

WHEREAS, staff has confirmed that the Aventura Contract is in effect; and

WHEREAS, staff recommends that the CRA Board approve a Piggyback Agreement with Freebee, attached as Exhibit “1”, for the Services utilizing the terms of the Aventura Contract in an amount not to exceed \$300,000.00 (the “Agreement”).

NOW, THEREFORE, BE IT RESOLVED BY THE CRA BOARD AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The Agreement with Freebee, attached as Exhibit “1”, for the Services utilizing the terms of the Aventura Contract in an amount not to exceed \$300,000.00 is hereby approved.

Section 3. The CRA Chair is authorized to execute the Agreement with Freebee, attached as Exhibit “1”, together with such non-substantial changes that are acceptable to the CRA Director and approved as to form and legal sufficiency by the CRA Attorney.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

DEERFIELD BEACH COMMUNITY
REDEVELOPMENT AGENCY

BILL GANZ, CHAIR

ATTEST:

HEATHER MONTEMAYOR, CLERK

AGREEMENT

This Agreement is made this ____ day of _____, 2023, between the City of Deerfield Beach Community Redevelopment Agency, (the "CRA") and Beefree, LLC, a Florida limited liability company d/b/a Freebee (the "Contractor").

WITNESSETH

WHEREAS, the CRA is seeking to contract with the Contractor to provide on-demand transportation services ("RideShare") to residents and visitors within the CRA as provided in the Scope of Work, attached as Exhibit "A" (collectively, the "Services"); and

WHEREAS, the parties wish to incorporate the terms and conditions of the agreement and amendments thereto between the City of Aventura ("Aventura") and the Contractor, as set forth in the attached Aventura Contract dated February 2, 2021, and the Amendments thereto attached as Composite Exhibit "B," for the RideShare Services (collectively the "Aventura Contract"); and

WHEREAS, Section 38-116(3)(b)(10) of the City Code, provides authority for the CRA to acquire goods or services utilizing a competitively procured contract from another government entity as an exemption from the otherwise required competitive selection process; and

WHEREAS, on December 13, 2023, the CRA Board adopted Resolution No.2023/____, approving a piggyback agreement with the Contractor for the Services utilizing the Aventura Contract in an amount not to exceed \$300,000.00.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. Term. The term of this Agreement shall commence on February 15, 2024 and shall continue for a one year period thereafter, unless terminated earlier by the CRA pursuant to the termination provisions in the Aventura Contract. This Agreement may be renewed by the CRA for up to two consecutive one year terms.

Section 2. Contract Terms. The Contractor agrees to provide the Services, as provided in Scope of Work, attached as Exhibit "A," on the same terms and in the same manner as set forth in the Aventura Contract, attached as Composite Exhibit "B," except as otherwise provided herein. All recitals, representations, and warranties of Contractor made by Contractor in the Aventura Contract are restated as if set forth fully herein, made for the benefit of the CRA, and incorporated herein, except that all references to the "Aventura" or "City" are hereby replaced with the "City of Deerfield Beach Community Redevelopment Agency."

Section 3. Compensation. The CRA shall compensate Contractor pursuant to the rates set forth in the Aventura Contract, in an amount not to exceed \$300,000.00, for the Services, which amount shall be accepted by Contractor as full compensation for all such work. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon CRA's obligation to compensate Contractor for the Services related to this Agreement. This amount, however, does not constitute a limitation, of any sort, upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Agreement. No amount shall be paid to Contractor to reimburse its expenses, unless authorized in this Agreement.

Section 4. Assignment. Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

Section 5. Notice. Notwithstanding anything to the contrary in the Aventura Contract, notice hereunder shall be provided in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For CRA: Kris Mory, Director
City of Deerfield Beach Community Redevelopment Agency
150 N.E. 2nd Avenue
Deerfield Beach, Florida 33441

Copy to: Anthony C. Soroka, CRA Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
2255 Glades Road, Suite 200-E
Boca Raton, Florida 33431

For Contractor: Jason Siegel, Managing Partner
Beefree, LLC d/b/a Freebee
2312 N. Miami Avenue
Miami, FL 33127

Section 6. Insurance. Prior to commencing the Services, Contractor shall provide the CRA with copies of certificates of insurance that verify compliance with the insurance requirements set forth in the Aventura Contract, except that the CRA shall be named as an additional insured.

Section 7. Severability. If any provision of this Agreement or the application thereof 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 thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

Section 8. Entire Agreement. This Agreement, including the Aventura Contract, sets forth the entire agreement between Contractor and CRA with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature.

ATTEST:

**CITY OF DEERFIELD BEACH,
COMMUNITY REDEVELOPMENT
AGENCY**

Heather Montemayor, Clerk

By: _____
Bill Ganz, CRA Chair

_____ day of _____, 2023.

APPROVED AS TO FORM

By: _____
Anthony C. Soroka, CRA Attorney

BEEFFREE, LLC d/b/a Freebee

WITNESS:

By: _____

Print Name: _____

By: _____

Print Name: _____

By: _____

Print Name: _____

_____ day of _____, 2023.

(Corporate Seal)

EXHIBIT "A"

SCOPE OF WORK

Contractor shall provide the on-demand transportation services (RideShare) in accordance with the Aventura Contract, except as specifically set forth in this Agreement, including this Exhibit. The RideShare service shall consist of:

- four (4) Tesla Model X Vehicles servicing the CRA area.
- Additionally, one (1) XL Van that is ADA compliant shall be on standby for use within the CRA area.

The Hours of Operation for the Services shall be Thursday through Sunday from 4:00 p.m. to 11:00 p.m (28 hours per week). The CRA Director, in coordination with the Contractor, shall have the ability to adjust the specific hours of operation based on ridership, provided that the total amount of hours of service shall equal 28 hours per week.

EXHIBIT "B"
CONTRACT
BETWEEN
CITY OF AVENTURA
AND
BEEFREE, LLC D/B/A

CITY OF AVENTURA RESOLUTION NO. 2021-10

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AWARDING AND LETTING A BID/CONTRACT FOR RFP NO. 20-07-23-3, CITY OF AVENTURA ON-DEMAND TRANSPORTATION SERVICES TO BEEFREE LLC D/B/A FREEBEE IN ACCORDANCE WITH THE RFP DOCUMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED ASSOCIATED CONTRACT; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY AND EXPEDIENT ACTION TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Aventura, Florida has, pursuant to the various laws of the State of Florida and the Code of the City of Aventura, properly solicited and accordingly accepted proposals for **RFP NO. 20-07-23-3 CITY OF AVENTURA ON-DEMAND TRANSPORTATION SERVICES**; and

WHEREAS, sealed proposals have been submitted to and received by the City pursuant to the City's RFP notice, solicitation, specifications, proposals, and requirements for the services as cited above; and

WHEREAS, staff has determined that **BEEFREE LLC d/b/a FREEBEE** has submitted the most responsible and responsive proposal for said services; and

WHEREAS, the City Commission, upon the recommendation of the City Manager, is therefore desirous of awarding said RFP/contract to said lowest responsible and responsive proposer.

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

Section 1. That proposal/contract for **RFP NO. 20-07-23-3, CITY OF AVENTURA ON-DEMAND TRANSPORTATION SERVICES** is hereby awarded to BEEFREE LLC d/b/a FREEBEE, subject to the City obtaining and executing any required Miami-Dade County Interlocal Agreement pertaining to the service.

Section 2. That the City Manager is hereby authorized to execute, on behalf of the City, the attached contract by and between the parties embodying the terms, conditions, and specifications as set forth in the subject RFP notice, solicitation, specifications, proposal and requirements.

Section 3. That the City Manager is hereby authorized and requested to take all necessary and expedient action to carry out the aims of this Resolution in awarding this RFP/contract, including but not limited to, the execution of any required Interlocal Agreement.

Section 4. That this Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by Vice Mayor Shelley, who moved its adoption. The motion was seconded by Commissioner Friedland, and upon being put to a vote, the vote was as follows:

Commissioner Jonathan Evans	<u>Yes</u>
Commissioner Rachel S. Friedland	<u>Yes</u>
Commissioner Denise Landman	<u>Yes</u>
Commissioner Dr. Linda Marks	<u>Yes</u>
Commissioner Marc Narotsky	<u>Yes</u>
Vice Mayor Robert Shelley	<u>Yes</u>
Mayor Enid Weisman	<u>Yes</u>

PASSED AND ADOPTED this 2nd day of February, 2021.



ENID WEISMAN, MAYOR

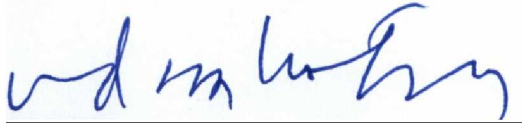


ATTEST:



ELLISA L. HORVATH, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:



CITY ATTORNEY

AGREEMENT

THIS IS AN AGREEMENT, dated the 2nd day of February, 2021, between:

CITY OF AVENTURA
a Florida municipal corporation, hereinafter "CITY,"

and

BEEFREE, LLC,
a limited liability company d/b/a FREEBEE, authorized to do
business in the State of Florida, hereinafter "CONTRACTOR."

WITNESSETH:

In consideration of the mutual terms and condition, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1 PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 The CITY seeks to have an independent contractor provide on-demand transportation services to residents and visitors within the CITY and as a result, on June 23, 2020 issued RFP # 20-07-23-3 On-Demand Transportation Services.

1.2 On August 6, 2020 CONTRACTOR was one (1) of two (2) firms to submit proposals for consideration of the requested services. The CITY received a proposal from CONTRACTOR to provide a mobile application-based transportation and marketing services to CITY residents and visitors via CONTRACTOR's 100% electric and customized low-speed vehicles known as "Freebees" (the "Services").

1.3 On September 22, 2020, the Evaluation Committee interviewed both firms and ranked CONTRACTOR highest.

1.4 At the October 16, 2020 Commission Workshop, City staff and CONTRACTOR made a presentation to the City Commission and it was the consensus of the Commission for staff to negotiate a twelve (12) month contract (trial period) with CONTRACTOR for future consideration.

1.5 CONTRACTOR has developed a service to provide free local transportation utilizing electric carts ("Freebee") and has implemented the environmentally friendly transit service in several South Florida communities.

1.6 CITY and CONTRACTOR desire to enter into an Agreement for a twelve (12) month trial period for the provision of the Services as set forth herein. The trial period for CONTRACTOR's service will terminate twelve (12) months from the first date of when the on-demand transportation services become available to the CITY's residents and visitors.

1.7 On February 2, 2021, the City Commission of Aventura, adopted Resolution No. 2021- , thereby accepting the proposal from CONTRACTOR and authorizing the City Manager to execute this Agreement with CONTRACTOR for the proposed on-demand transportation services.

1.8 The City Manager is authorized to execute an Agreement with CONTRACTOR for services related to the scope of work set forth in the Rates and Services Addendum attached hereto as EXHIBIT "A" and as more particularly described herein.

ARTICLE 2 SCOPE OF WORK

2.1 The CONTRACTOR shall furnish all of the materials, tools, supplies and labor necessary to perform all of the work described in the Rates and Services Addendum, a copy of which is attached hereto and specifically made a part of this Agreement as EXHIBIT "A".

2.2 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.3 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards.

2.4 None of the work or services under this contract shall be subcontracted, unless CONTRACTOR obtains prior written consent from the CITY. Approved subcontractors shall be subject to each provision of this contract and CONTRACTOR shall be responsible and indemnify the CITY for all subcontractors' acts, errors or omissions.

2.5 CONTRACTOR shall comply with any and all laws, statutes, ordinances, rules, regulations, and procedural requirements whether federal, State, County or local and of any agency or such government, which relate to or in any manner affect the performance of this Agreement. This includes compliance with any existing or future drug policies, the Americans with Disabilities Act (ADA), Florida Department of Children and Family State Statutes, and any laws and regulations issued by Local, County, State or Federal agencies.

CONTRACTOR shall be licensed and certified by all appropriate County, State and Local agencies. CONTRACTOR shall procure at its own expense, all necessary licenses and permits. CONTRACTOR shall conform to all applicable laws, regulations or ordinances of the State, County and City. CONTRACTOR shall furnish a copy of all licenses, certificates of competence or other licensor requirements necessary to provide their services

as required by Florida State Statutes.

2.6 CONTRACTOR personnel performing services pursuant to this Agreement must present a neat appearance, and must wear distinct clothing bearing the CONTRACTOR'S name for easy identification. All CONTRACTOR employees must wear a distinctive and neat uniform that is acceptable to the CITY. Any color or color combination may be used for the uniforms. The Department Director or designee may request the removal of any employee not properly uniformed.

2.7 The CONTRACTOR'S employee personnel shall undergo background screening and a drug screening prior to providing Services pursuant to this Agreement. The background screening shall comply with CITY protocols and shall include both criminal and driving record components. The Background Check Process will be conducted by Contractor, at Contractor's sole cost. The Personnel shall not be permitted to perform Services under this Agreement until such time as the Background Check Process has been completed and the Personnel cleared by the CITY to perform duties under this Agreement. If any Personnel is away from the job for a period of 45 or more days, a new Background Check Process shall be performed.

The CONTRACTOR must maintain satisfactory standards of employee competency, conduct, appearance and integrity, and must take such disciplinary action against their employees, as necessary, to the extent permitted by law. Each CONTRACTOR employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, the community, and the CITY. Being that the CONTRACTOR will be visible at all times to the public during the performance of its duties under this Agreement, the CONTRACTOR should ensure its employees continue to adhere to standards of conduct while on breaks. CONTRACTOR'S employees must not sleep or lay down in public view at any time during the performance of duties. If any of CONTRACTOR'S employees are found sleeping or lying down in public view by CITY staff, or if such activity is reported by the public and verified by the CITY, the CITY may impose a performance penalty of \$250 per occurrence assessed to the CONTRACTOR.

2.8 The CONTRACTOR'S employees must not possess, distribute, consume, use or cause to be used, any controlled substance or alcohol during the performance of such services. Any CONTRACTOR employee under the influence of alcohol or a controlled substance must not be permitted to perform any services under this Agreement. Any CONTRACTOR or CONTRACTOR employee found to be in violation of this requirement will be permanently prohibited from performing any services under this Agreement. Actions taken under this Section must not relieve the CONTRACTOR of the obligation to provide sufficient personnel to perform adequate and timely services as required in this Agreement.

2.9 The CONTRACTOR agrees that any complaints received by the CITY concerning misconduct on the part of the CONTRACTOR, such as poor services, discourtesy to the public, damage to vehicles, etc., will be referred to the office of the Public Works/Transportation Department for appropriate action. The CONTRACTOR agrees to make any complaints concerning the City of Aventura available to the City Manager or his designee for action as required, and the decision of the CITY shall be final and binding.

ARTICLE 3 PROJECT TIMETABLE

3.1 The CONTRACTOR shall commence work as directed by CITY and in accordance with a project implementation timeline to be provided to CONTRACTOR by the CITY. CONTRACTOR shall complete all work in a timely manner in accordance with the project timeline and as stated in EXHIBIT "A" to this Agreement.

3.2 Anything to the contrary notwithstanding, minor adjustment to the timetable for completion approved by CITY in advance, in writing, will not constitute a delay by CONTRACTOR. Furthermore, a delay due to an Act of God, war, fire, theft, epidemic, pandemic, hurricane, tropical storm, inclement weather, earthquake, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONTRACTOR shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONTRACTOR for which liquidated damages are due.

ARTICLE 4 CONTRACT SUM

4.1 The CITY hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for services rendered in accordance with the Rates and Services Addendum attached hereto as EXHIBIT "A". Prices for work completed by the CONTRACTOR shall be as reflected in CONTRACTOR's Rates and Services Addendum attached hereto and made a part hereof as EXHIBIT "A". A total contract price hereto is referred to as Contract Sum and shall not exceed **Three Hundred Twenty-Two Thousand Nine Hundred Fifty-Three Dollars and 80 cents (\$322,953.80)**.

4.2 The CITY will make payments to CONTRACTOR for completed and proper services rendered and in the amounts stated in EXHIBIT "A".

4.3 CONTRACTOR is prohibited from placing a lien on the CITY's property. This prohibition applies to; *inter alia*, all sub-CONTRACTORS and subcontractors, suppliers and labors.

ARTICLE 5 CONTRACTOR'S INSURANCE

5.1 The CONTRACTOR shall purchase and maintain, in full force and effect for the life of the Agreement, at CONTRACTOR'S sole expense, the following insurance policies:

1. A business automobile policy which covers any vehicles used in connection with this Agreement, regardless of whether the vehicle is owned, rented, hired or borrowed by the CONTRACTOR. Minimum limits for bodily/property damage liability shall be one million dollars (\$1,000,000.00) per occurrence.
2. A comprehensive general liability policy with minimum coverage limits of three million dollars (\$3,000,000.00) for bodily injury and property damage per occurrence.

3. A workers' compensation and employer's liability policy which covers all of the CONTRACTOR'S employees to be engaged in work on this contract as specified by and in accordance with F.S.S. 440.

The City of Aventura shall be named as additional insured on policies listed as 1–2 of the CONTRACTOR'S above required policies of insurance except for the Workers' Compensation insurance. The form and types of coverage and sufficiency of insurer shall be subject to approval of the City Manager.

Copies of all policies or certificates of such insurance shall be delivered to the CITY, and said documentation shall provide for the CITY to be notified a minimum of thirty (30) days prior to any cancellation, termination, reduction or non-renewal of any required insurance policy.

The CONTRACTOR shall also, upon request by the CITY, provide copies of all official receipts and endorsements as verification of CONTRACTOR'S timely payment of each insurance policy premium as required by this Agreement.

ARTICLE 6 PROTECTION OF PROPERTY

6.1 At all times during the performance of this Contract, the CONTRACTOR shall protect the CITY's property and all properties served from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

ARTICLE 7 CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR shall indemnify and hold harmless and defend the CITY and its officers, agents, employees and instrumentalities from any and all liability, claims, liabilities, losses, and causes of action, including attorneys' fees and costs of defense which the CITY or its officers, employees, agents and instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind of nature arising out of, or relating to or resulting from any willful misconduct, reckless act, or negligent act or omission by the CONTRACTOR and/or its officers, employees, agents or independent contractors in the provision of services hereunder. The CONTRACTOR shall be required to pay all claims and losses in connections therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. For any matters in which CONTRACTOR is obligated to pay for the CITY's legal defense hereunder, CONTRACTOR shall be permitted to retain counsel of its choosing for both CONTRACTOR and the CITY, provided that such legal counsel is reasonably acceptable to the CITY, which consent shall not be unreasonably withheld. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility of CONTRACTOR to indemnify, keep and save harmless and defend the CITY and its officers, employees, agents or instrumentalities as herein pro-

vided. Furthermore, the parties understand and agree that 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 the party's responsibility to indemnify.

ARTICLE 8 INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9 RESERVED

ARTICLE 10 RESERVED

ARTICLE 11 CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

11.1 The CITY or CONTRACTOR may request changes that would increase, decrease or otherwise modify the Scope of Services/Basic Services to be provided under this Agreement as described in ARTICLE 2 of this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY and must be contained in a written amendment, mutually executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. It is recognized that if the CITY decides to add additional vehicle(s), which would operate during the same service days and times under the initial scope to those initially provided, that the monthly cost shall be increased proportionally as computed by the CITY'S Finance Director, and mutually agreed upon by both parties. Each amendment shall at a minimum include the following information on each project:

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT
ESTIMATED PROJECT COMPLETION DATE

11.2 In no event will the CONTRACTOR be compensated for any additional work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 12
TERM AND TERMINATION

12.1 The initial Agreement shall be for a trial period of Twelve (12) months in a limited area of the CITY, and shall take effect as set forth in the Rate and Services Addendum, set forth in EXHIBIT "A" hereto. If the service is successful, the CITY may wish to expand these services to other parts of the CITY, and subject to approval by the City Manager and CONTRACTOR, the CITY and CONTRACTOR may by mutual agreement, agree to extend the Agreement for two (2) additional (1) one-year periods, at the same or substantially similar terms, conditions and specifications.

In the event services are scheduled to end either by contract expiration or by termination by the CITY (at the CITY'S discretion), it shall be incumbent upon the CONTRACTOR to continue the service, if requested by the CITY, until new services can be completely operational, provided that the CITY compensates CONTRACTOR for such continued service at the same monthly rate as provided hereunder. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the existing Agreement.

12.2 Either the CITY or CONTRACTOR may terminate this Agreement any time and for any reason upon giving thirty (30) days' notice to the other party.

1. If this Agreement should be terminated for convenience as provided herein, the CITY will be relieved of all obligations under this Agreement. The CITY will only be required to pay that amount of the contract actually performed to the date of termination. Upon such payment, both parties shall be relieved of any further obligations under this Agreement.
2. This Agreement may also be terminated by the City Manager, or designee upon such notice as the City Manager, or designee deems appropriate under the circumstances in the event the City Manager or designee determines that termination is necessary to protect the public health, safety or welfare.

12.3 In case of default by the CONTRACTOR, the CITY may cancel the Agreement, procure the services from other sources and hold the CONTRACTOR responsible for any excess costs occasioned or incurred thereby.

ARTICLE 13
CONTRACT DOCUMENTS

13.1 CONTRACTOR and CITY hereby agree that the following Specification and Contract Documents, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; CONTRACTOR's Rates and Services Addendum for transportation services to residents and visitors within the CITY as set forth in and made a part of this Agreement as EXHIBIT "A"; and all other exhibits thereto.

ARTICLE 14
MISCELLANEOUS

14.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

14.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY, which shall not be unreasonably withheld. For purposes of this Agreement, any change of majority ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. In the event that the majority ownership or control of the CONTRACTOR changes hands, CONTRACTOR shall promptly notify CITY in writing pursuant to the Notice Section herein of such change in ownership or control at least 30 days prior to such change, and CITY shall have the right to terminate this Agreement upon 30 days written notice, at CITY'S sole discretion. However, this Agreement shall run to the CITY and its successors and assigns.

14.3 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by CITY upon reasonable notice to CONTRACTOR, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

PUBLIC RECORDS

1. CONTRACTOR agrees to keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance under this Agreement. CONTRACTOR additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the CITY.

2. Upon request from the CITY custodian of public records, CONTRACTOR shall provide the 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.
3. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created exclusively in connection with this Agreement are and shall remain the property of the CITY.
4. 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 CONTRACTOR shall be delivered by the CONTRACTOR to the CITY MANAGER, at no cost to the CITY, within seven (7) days. All such records stored electronically by CONTRACTOR shall be delivered to the CITY in a format that is compatible with the CITY'S information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
5. Any compensation due to CONTRACTOR shall be withheld until all records are received as provided herein.
6. CONTRACTOR's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the CITY.

Section 119.0701(2)(a), Florida Statutes

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

Custodian of Records:	City Clerk's Office
Mailing address:	19200 W. Country Club Drive
	Aventura, FL 33180
Telephone number:	(305) 466-8901
Email:	<u>horvathe@cityofaventura.com</u>

14.4 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY, except to the extent that such items constitute CONTRACTOR's trade secrets or proprietary information, which are and shall remain the exclusive property of CONTRACTOR.

14.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For

the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

14.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the CITY designate the following as the respective places for giving of notice:

City: Mr. Ronald J. Wasson
City Manager
City of Aventura
19200 W. Country Club Drive
Aventura, FL 33180

Copy To: Mr. David M. Wolpin
City Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
200 East Broward Blvd., Suite 1900
Ft. Lauderdale, FL 33301

Contractor: Mr. Jason Spiegel
Managing Partner
Beefree, LLC d/b/a Freebee
2312 N. Miami Avenue
Miami, FL 33127

14.7 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that they have full legal power to execute this Agreement on behalf of the party for whom they are signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

14.8 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

14.9 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

14.10 Severability. If any provision of this Agreement or application thereof 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 thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

14.11 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Miami-Dade County, Florida. The parties hereby voluntarily waive any right to trial by jury in any litigation between the parties which, in any way, arises out of or concerns this Agreement or the course of dealing between the parties.

14.12 Venue. Any litigation arising out of this Agreement shall be litigated in the Eleventh Judicial Circuit Court in and for Miami-Dade County.

14.13 Attorney's Fees. In the event of a dispute or litigation brought to enforce the terms this Agreement, each party shall be solely responsible for its own attorneys' fees and costs.

14.14 Extent of Agreement. This Agreement together with Contract Documents, attached as an Exhibit hereto, as amended herein above represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

14.15 Waiver. Failure of the CITY or CONTRACTOR to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right but the same shall remain in full force and effect.

14.16 Scrutinized Companies.

- A. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars (\$1,000,000.00), the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- C. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the

above-stated contracting prohibitions then they shall become inoperative.

14.17 Discriminatory Practices. The CONTRACTOR shall not deny service, deny access, or deny employment to any person on the basis of race, color, creed, sex, sexual orientation, religion or national origin. The CONTRACTOR will strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, or the Federal Government.

Anti-BDS Clause: By responding to the, RFP, CONTRACTOR certifies and agrees that it is not currently engaged in, nor will it engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.

ARTICLE 15 DISPUTES

15.1 If any dispute concerning a question of fact arises under this Agreement, other than termination for default or convenience, the CONTRACTOR and the CITY's Administration shall make a good faith effort to resolve the dispute.

ARTICLE 16 RESERVED

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature: The CITY, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same, and by CONTRACTOR, by and through its Managing Partner, duly authorized officer to execute same.

CITY

CITY OF AVENTURA, FLORIDA


By: Ronald J. Wasson, City Manager

AUTHENTICATION:



Ellisa L. Horvath, MMC
City Clerk

(SEAL)



APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF CITY OF AVENTURA, FLORIDA, ONLY



David M. Wolpin, City Attorney

CONTRACTOR

BEEFREE, LLC d/b/a FREEBEE

WITNESSES:

By: _____

Jason Spiegel on behalf of BEEFREE, LLC d/b/a FREEBEE

ATTEST: _____

SECRETARY _____

STATE OF FLORIDA)

) SS

COUNTY OF MIAMI-DADE)

Sworn to (or affirmed) and subscribed before me by means of ✓ physical presence
or — online notarization, this 26 day of Feb, 2021, by

Jason Spiegel

(Name of person making statement)

Personally known to me ✓ or has produced Identification —, type of identifica-
tion produced w/A

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY

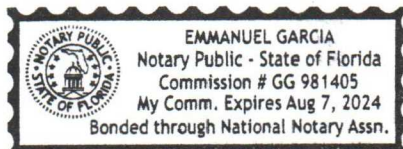


EXHIBIT "A"

BEEFREE, LLC d/b/a FREEBEE "RATES AND SERVICES ADDENDUM"

(Rates and Services Addendum for "Freebee" Transportation Services)

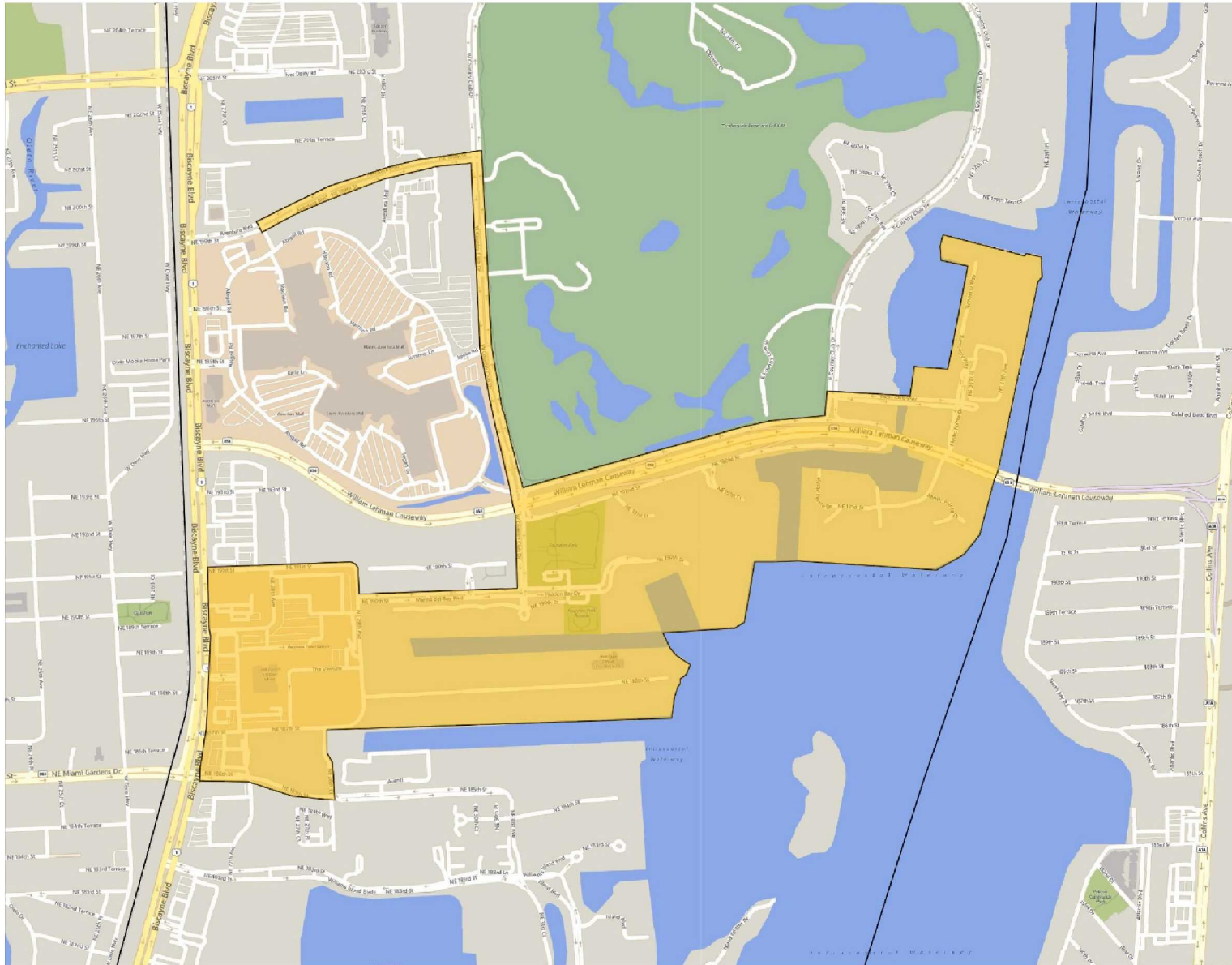
This Rates and Services Addendum ("Addendum") supplements the Agreement between BEEFREE, LLC d/b/a FREEBEE ("FREEBEE") and CITY OF AVENTURA ("CITY"), made and entered into on February 2, 2021 (the "Agreement"). This Addendum is subordinate to, and fully incorporates the terms and conditions of the Agreement, unless expressly stated otherwise herein. In consideration of the promises and covenants contained herein, and for good and valuable consideration, FREEBEE and CITY (collectively, the "Parties"), intending to be legally bound, hereby agree as follows:

1. **Term.** The term of the Services set forth under this Addendum shall commence upon delivery and deployment of the vehicles within the CITY as set forth in Section 2 below but no later than on a date mutually agreed upon, and shall remain in full force and effect for twelve (12) months from the commencement date (the "Term"), unless terminated sooner pursuant to the terms of the Agreement.
2. **Services.** This Addendum is limited in scope to the following services (the "Services"), which FREEBEE agrees to provide to CITY at the rates specified herein (the "Rates");
 - a) FREEBEE will provide two (2) "Freebee" vehicles dedicated to CITY (the "Vehicles") for the duration of the Term. Both Vehicles dedicated to CITY will be wheelchair accessible, and FREEBEE will otherwise use its best efforts to be and remain in compliance with all Americans with Disabilities Act ("ADA") requirements. FREEBEE shall be responsible for providing appropriate training to its drivers who will be operating the wheelchair accessible Vehicle, including but not limited to, training as to the operation of the ramping system and securing of wheelchairs.
 - b) FREEBEE will operate the Vehicles within the CITY's designated service area at all times during CITY's operating hours (weather and conditions permitting) as reflected in Section 5 herein, with the exception being when a driver takes their thirty (30) minute meal break. At such times during a driver break, one (1) vehicle will be in operation and FREEBEE will try to limit this to downtime in service. FREEBEE agrees that, to the extent feasible, at all times during CITY's operating hours, both wheelchair-accessible vehicles will be available to accommodate passengers, upon request, and FREEBEE will operate the ramping system and secure any wheelchairs to the vehicle should such accommodations be requested.
 - c) Prior to the beginning of the Term, FREEBEE will deliver to CITY at least one (1) fast charger for charging the Vehicles. The fast charger will remain property of FREEBEE but will remain in the CITY for purposes of charging the Vehicle throughout the Term. At the conclusion of the Term, FREEBEE shall be entitled to retake possession of the fast charger. FREEBEE shall be solely responsible for all electricity fees, costs and expenses.
 - d) Prior to the beginning of the Term, FREEBEE will add CITY as an additional insured on FREEBEE's automobile insurance policy of at least one million dollars (\$1,000,000.00), and on FREEBEE's general liability policy of at least three million dollars (\$3,000,000.00). CITY will remain as an additional

- insured on said policies throughout the Term. FREEBEE must also otherwise comply with the insurance requirements as set forth in the Agreement.
- e) FREEBEE will assist CITY in developing a marketing plan to encourage ridership on the Vehicles during the Term.
 - f) Beginning with the second month of the Term and continuing for each month of the Term thereafter, FREEBEE will provide CITY with a monthly report showing data and analytics related to ridership in the Vehicles for the preceding month(s). FREEBEE will provide these reports within ten (10) business days of the last day of each month, unless another time frame is agreed to between the Parties.
 - g) FREEBEE agrees that any questions, complaints, or concerns reported to FREEBEE (through its drivers or otherwise) regarding ADA issues will be reported to the CITY within one (1) business day.
 - h) FREEBEE shall utilize its best efforts to assist CITY with the related Miami-Dade County Interlocal Agreement and with all related County requirements.
3. **Rates.** As consideration for the Services listed above, CITY shall pay FREEBEE at the following Rates:
- a) The total payment for the Services to be provided under this Addendum shall not exceed **Three Hundred Twenty Two Thousand Nine Hundred Fifty-Three Dollars and 80 cents (\$322,953.80)** with the ability to subsidize total payment with advertising revenue, as stipulated under Section 5(d) herein.
 - b) The breakdown for the Services charge is as follows:
 - i. Two (2) XL Vehicles
 - ii. Service: Monday through Sunday 7:00 am – 11:00 pm.
 - iii. Ninety-Eight (98) Hours of labor per vehicle weekly (weather and conditions permitting)
 - iv. Cost: **\$322,953.80 Annually**
4. **Payment Terms.** CITY agrees to pay the Rates in monthly installments, as follows:
- a) Twelve (12) payments of approximately \$26,912.82 per month, payable on or before the 15th of each month, beginning upon delivery and deployment of the vehicles as set forth in Section 2 above.
5. **Additional Terms.**
- a) CITY's operating hours, as contemplated in Section 2.b. above, shall be as follows: Monday through Sunday 7:00 am – 11:00 pm. These hours may be modified by mutual written agreement of the Parties as ridership data becomes available throughout the Term.
 - b) CITY shall be responsible for installation and maintenance of the fast charger(s) and any costs associated therewith at all times after acceptance of the delivery described in Section 2.c. above.
 - c) FREEBEE will operate the Vehicles in CITY'S designated service area map as delineated in EXHIBIT "B" (Subject to Revision as Necessary).
 - d) Should local law allow for FREEBEE to sell advertising space on the Vehicles at any time during the Term, and provided FREEBEE is able to sell such advertising space, FREEBEE may enter into separate agreements with advertisers for the placement of advertising on the Vehicles. All advertising shall be subject to CITY's approval prior to placement on the Vehicles. Any advertising revenue generated from the sale of advertising on the Vehicles during the Term shall be divided equally between FREEBEE and CITY, with each entitled to

50% of advertising revenue that is generated and actually received. CITY shall be permitted to apply its share of such revenue, if any, towards subsidizing the Rates it has agreed to pay hereunder. Nothing in this section should be deemed to constitute a guarantee that FREEBEE will sell such advertising space or generate any revenue by selling advertising on the Vehicles during the Term, and CITY expressly acknowledges that no such guarantee has been made by FREEBEE.

EXHIBIT "B"
DESIGNATED SERVICE AREA MAP
(Subject to Revision as Necessary)



FIRST AMENDMENT TO AGREEMENT

CITY OF AVENTURA

AND

BEEFREE, LLC D/B/A FREEBEE

THIS FIRST AMENDMENT TO AGREEMENT (this "**First Amendment**") is entered into this 12th day of July, 2022, by and between the **CITY OF AVENTURA, FLORIDA**, a Florida municipal corporation (hereinafter the "City"), and **BEEFREE, LLC D/B/A FREEBEE**, a Florida limited liability company (hereinafter the "Contractor").

WHEREAS, the City and the Contractor entered into that certain Agreement dated February 2, 2021 (the "Agreement"), for the operation of a mobile-based, on-demand transportation service for the City (the "Services"); and

WHEREAS, on August 25, 2021, the City entered into an Interlocal Agreement for the Provision of On-demand Services (the "ILA") with Miami-Dade County (the "County") governing the provision of the Services within the City; and

WHEREAS, the ILA requires, among other things, the City's Contractor to: insure the City and the County, indemnify the City and the County, provide a blanket fidelity bond for the benefit of the City and the County, collect updated ridership reporting requirements, and comply with requirements that on-demand trips not exceed more than five (5) miles in length; and

WHEREAS, the term of the Agreement covered the period beginning on the effective date, February 2, 2021, through February 2, 2022; and

WHEREAS, the City desires to amend the Agreement to incorporate the requirements of the ILA; and

WHEREAS, the City and the Contractor desires to retroactively extend the term of the Agreement through February 2, 2023, with the option to renew the term of the Agreement for two additional one-year periods; and

WHEREAS, the City further desires to modify the scope of services for the Agreement by replacing Exhibits "A" and "B" to the Agreement to provide for the provision of two (2) "Freebee" XL Van vehicles and four (6) Tesla Model X vehicles and enlarge the designated service area map to encompass the entirety of the City's jurisdiction, among other things; and

WHEREAS, the City also desires to modify compensation for the Services to \$733,434.00 per year (\$122,239.00 per Tesla Model Vehicle); and \$322,953.80 per year (\$161,476.40 per XL Van)

WHEREAS, the City and Contractor desire to modify the terms of the Agreement in accordance with the terms and conditions set forth in this First Amendment.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the parties do hereby agree as follows:

1. **Recitals Adopted.** The above recitals are true and correct and are incorporated herein by this reference. All initially capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Agreement.
2. **Rates and Services Addendum.** Exhibit "A" of the Agreement is hereby deleted and replaced with the Rates and Services Addendum attached hereto as Exhibit "A" and incorporated herein by this reference.
3. **Designated Service Area Map.** Exhibit "B" of the Agreement is hereby deleted and replaced with the Designated Services Area Map attached hereto as Exhibit "B" and incorporated herein by this reference.
4. **Contractor's Insurance.** Section 5.1 of the Agreement is hereby deleted in its entirety and replaced as follows:

5.1 The CONTRACTOR shall purchase and maintain, in full force and effect for the life of the Agreement, at CONTRACTOR'S sole expense, the following insurance policies:

1. A business automobile policy which covers any vehicles used in connection with this Agreement, regardless of whether the vehicle is owned, rented, hired or borrowed by the CONTRACTOR. Minimum limits for bodily/property damage liability shall be one million dollars (\$1,000,000.00) per occurrence.
2. A comprehensive general liability policy with minimum coverage limits of three million dollars (\$3,000,000.00) for bodily injury and property damage per occurrence.
3. A workers' compensation and employer's liability policy which covers all of the CONTRACTOR'S employees to be engaged in work on this contract as specified by and in accordance with F.S.S. 440.
4. A blanket fidelity bond in the amount of ten thousand dollars (\$10,000.00).

The City of Aventura and Miami-Dade County (the "COUNTY") shall be named as additional insureds on policies listed as 1-4 of the CONTRACTOR'S above required policies of insurance. The form and type of coverage and sufficiency of insurer shall be subject to approval of the City Manager. In the event that the

CITY receives and utilizes grant funds provided by the State of Florida (the "STATE") for the Services, the CONTRACTOR understands and shall add the STATE as an additional insured on policies listed on policies listed as 1-4 of the CONTRACTOR'S above required policies of insurance if the City is required to do so by the STATE.

Copies of all policies or certificates of such insurance shall be delivered to the CITY, the COUNTY, and the STATE (if applicable) and said documentation shall provide for the CITY, the COUNTY, and the STATE (if applicable) to be notified a minimum of thirty (30) days prior to any cancellation, termination, reduction, or non-renewal of any required insurance policy.

The CONTRACTOR shall also, upon request by the CITY, the COUNTY, and the STATE, provide copies of all official receipts and endorsements as verification of CONTRACTOR'S timely payment of each insurance policy premium as required by this Agreement.

5. **Contractor's Indemnification**. Article 7 of the Agreement is hereby amended to create Sections 7.2 and 7.3 as follows:

7.2 The CONTRACTOR shall indemnify and hold harmless and defend the COUNTY and its officers, agents, employees, and instrumentalities from any and all liability, claims, liabilities, losses, and causes of action, including attorney's fees and costs of defense which the COUNTY or its officers, employees, agents and instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind of nature arising out of, or relating to or resulting from any willful misconduct, reckless act, or negligent act or omission by the CONTRACTOR and/or its officers, employees, agents or independent contractors in the provision of services hereunder. The CONTRACTOR shall be required to pay all claims and losses in connections therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay costs, judgments and attorney's fees which may issue thereon. For any matters in which CONTRACTOR is obligated to pay for the COUNTY's legal defense hereunder, CONTRACTOR shall be permitted to retain counsel of its choosing for both CONTRACTOR and the COUNTY, provided that such legal counsel is reasonably acceptable to the COUNTY, which consent shall not be unreasonably withheld. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility of CONTRACTOR to indemnify, keep and save harmless and defend the COUNTY and its officers, employees, agents or instrumentalities as herein provided. Furthermore, the parties understand and agree that 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 the party's responsibility to indemnify.

7.3 In the event that the CITY receives and utilizes grant funds provided by the STATE for the provision of the Services, the CONTRACTOR shall agree to indemnify the STATE as follows:

The CONTRACTOR shall indemnify and hold harmless and defend the STATE and its officers, agents, employees, and instrumentalities from any and all liability, claims, liabilities, losses, and causes of action, including attorney's fees and costs of defense which the STATE or its officers, employees, agents and instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind of nature arising out of, or relating to or resulting from any willful misconduct, reckless act, or negligent act or omission by the CONTRACTOR and/or its officers, employees, agents or independent contractors in the provision of services hereunder. The CONTRACTOR shall be required to pay all claims and losses in connections therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the STATE, where applicable, including appellate proceedings, and shall pay costs, judgments and attorney's fees which may issue thereon. For any matters in which CONTRACTOR is obligated to pay for the STATE's legal defense hereunder, CONTRACTOR shall be permitted to retain counsel of its choosing for both CONTRACTOR and the STATE, provided that such legal counsel is reasonably acceptable to the STATE, which consent shall not be unreasonably withheld. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility of CONTRACTOR to indemnify, keep and save harmless and defend the STATE and its officers, employees, agents or instrumentalities as herein provided. Furthermore, the parties understand and agree that 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 the party's responsibility to indemnify.

6. **Term and Termination.** Section 12.1 of the Agreement is hereby deleted in its entirety and replaced as follows:

12.1 The term of this Agreement shall be retroactively extended from February 2, 2021, through February 2, 2023, thereafter, unless earlier terminated in accordance with Section 12.2 herein. Additionally, the CITY Manager may renew this Agreement for two (2) additional one (1) year periods on the same terms as set forth herein upon written notice to the CONTRACTOR.

7. **Reporting Requirements.** Article 16, "RESERVED," is hereby deleted in its entirety and replaced as follows:

ARTICLE 16 REPORTING REQUIREMENTS

16.1. The CONTRACTOR shall collect or assure the collection of the following information (based on anonymized data):

1. Number of completed rides
2. Average journey time
3. Average distance per ride
4. Average utilization (passengers per vehicle hour)
5. Ridership (average weekday, Saturday and Sunday)
6. Vehicle miles driven
7. Vehicle hours driven
8. No show rate
9. Cancellation rate
10. Average wait time
11. Average percentage of on-time pick up requests
12. Average percentage of requested rides completed
13. Top pick-up and drop-off locations
14. Number of passengers picked-up and dropped off at transit facilities including Metrorail, Miami-Dade Transitway and Park-and Rides
15. Percentage of bookings shared

Reports shall be submitted to the CITY and the COUNTY'S Office of Management and Budget – c/o Management Planning and Performance Analysis on a monthly basis. Additionally, the CONTRACTOR shall comply with Federal, State, and C.I.T.T. reporting requirements applicable to the subject service. Quarterly reports shall include the information listed above in aggregated format, including trends noticed. Monthly reports shall be submitted to the COUNTY no later than the 15th day of the following month.

The CONTRACTOR shall meet or exceed DTPW's adopted service standards for On-demand transportation services.

16.2 The Contractor agrees to provide to the COUNTY the real-time On-demand service route information in a format approved by the DTPW, or its successor department, such as provided by a Global Positioning System (GPS), and which is compatible with, and may be integrated into, the COUNTY'S smartphone transit tracker application and common third-party applications.

8. **Conflict; Amendment Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this First Amendment and the terms and provisions of the Agreement and any prior amendments or addendums, the terms and provisions of this First Amendment shall control.
9. **Agreement Ratified.** Except as otherwise specifically set forth or modified herein, all terms and pricing in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

(The rest of this page is intentionally left blank)

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2022, by _____
(name of person) as _____ (type of authority) for _____
(name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as
Commissioned)

Personally known to me; or

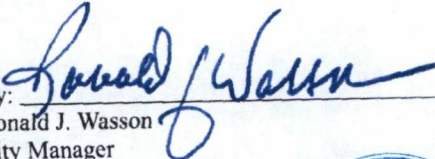
Produced identification (Type of Identification: _____)

Did take an oath; or

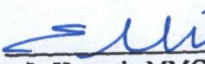
Did not take an oath

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed the day and year as first stated above

CITY OF AVENTURA

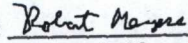
By: 
Ronald J. Wasson
City Manager

Attest:

By: 
Ellisa L. Horvath, MMC
City Clerk



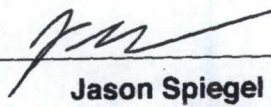
Approved as to form and legal sufficiency:

By: 
Weiss Serota Helfman Cole & Bierman, P.L.
City Attorney

Addresses for Notice:
City of Aventura
Attn: City Manager
19200 W. Country Club Drive
Aventura, FL 33180
305-466-8910 (telephone)
WassonR@cityofaventura.com (email)

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
City of Aventura Attorney
200 E Broward Blvd #1900, Fort Lauderdale, FL
33301
rmeyers@wsh-law.com (email)

CONTRACTOR

By: 
Name: Jason Spiegel
Title: CEO

Entity: Beefree, LLC d/b/a Freebee

Addresses for Notice:
Beefree, LLC d/b/a Freebee
Managing Partner
Attn: Jason Spiegel
2312 N. Miami Avenue
Miami, FL 33127

With a copy to:
Swifts & Zappala, P.A.
Attn: Bradley Zappala
407 Lincoln Rd, PH SE
Miami Beach, FL 33139
305-534-4757 (telephone)
bzappala@swiftslaw.com (email)

EXHIBIT "A"
BEEFREE, LLC d/b/a FREEBEE
"RATES AND SERVICES ADDENDUM"
(Rates and Services Addendum for "Freebee" Transportation Services)

This Rates and Services Addendum ("Addendum") supplements the Agreement between BEEFREE, LLC d/b/a FREEBEE ("FREEBEE") and CITY OF AVENTURA ("CITY"), made and entered into on FEB. 24 2021 (the "Agreement"). This Addendum is subordinate to, and fully incorporates the terms and conditions of the Agreement, unless expressly stated otherwise herein. In consideration of the promises and covenants contained herein, and for good and valuable consideration, FREEBEE and CITY (collectively, the "Parties"), intending to be legally bound, hereby agree as follows:

- (1) **Term.** The term of the Services set forth under this Addendum shall commence upon delivery and deployment of the vehicles within the CITY as set forth in Article 12 of the Agreement.
- (2) **Services.** This Addendum is limited in scope to the following services (the "Services"), which FREEBEE agrees to provide to CITY at the rates specified herein (the "Rates"):
 - (a) FREEBEE will provide two (2) "Freebee" XL Van vehicles and six (6) Tesla Model X dedicated to CITY (the "Vehicles") for the duration of the Term. Both XL Van Vehicles dedicated to CITY will be wheelchair accessible, and FREEBEE will otherwise use its best efforts to be and remain in compliance with all Americans with Disabilities Act ("ADA") requirements. FREEBEE shall be responsible for providing appropriate training to its drivers who will be operating the wheelchair accessible Vehicle, including but not limited to, training as to the operation of the ramping system and securing of wheelchairs.
 - (b) FREEBEE will operate the Vehicles within the CITY's designated service area at all times during CITY's operating hours (weather and conditions permitting) as reflected in Section 5 herein and Exhibit "B" to the Agreement, with the exception being when a driver takes their thirty (30) minute meal break. At such times during a driver break, one (1) vehicle will be in operation and FREEBEE will try to limit this to downtime in service. FREEBEE agrees that, to the extent feasible, at all times during CITY's operating hours, both wheelchair-accessible vehicles will be available to accommodate passengers, upon request, and FREEBEE will operate the ramping system and secure any wheelchairs to the vehicle should such accommodations be requested.
 - (c) Prior to the beginning of the Term, FREEBEE will deliver to CITY at least one (1) fast charger for charging the Vehicles. The fast charger will remain property of FREEBEE but will remain in the CITY for purposes of charging the Vehicle throughout the Term. At the conclusion of the Term, FREEBEE shall be entitled to retake possession of the fast charger. FREEBEE shall be solely responsible for all electricity fees, costs and expenses.

- (d) FREEBEE will assist CITY in developing a marketing plan to encourage ridership on the Vehicles during the Term.
- (e) FREEBEE shall assist the City in obtaining monthly reports showing data and analytics related to ridership in the Vehicles as follows:
 - 1. FREEBEE shall collect or assure the collection of the following information (based on anonymized data):
 - a. Number of completed rides
 - b. Average journey time
 - c. Average distance per ride
 - d. Average utilization (passengers per vehicle hour)
 - e. Ridership (average weekday, Saturday and Sunday)
 - f. Vehicle miles driven
 - g. Vehicle hours driven
 - h. No show rate
 - i. Cancellation rate
 - j. Average wait time
 - k. Average percentage of on-time pick up requests
 - l. Average percentage of requested rides completed
 - m. Top pick-up and drop-off locations
 - n. Number of passengers picked-up and dropped off at transit facilities including Metrorail, Miami-Dade Transitway and Park-and Rides
 - o. Percentage of bookings shared

Reports shall be submitted to the CITY and the Miami-Dade County Office of Management and Budget – c/o Management Planning and Performance Analysis on a monthly basis. Additionally, FREEBEE shall comply with Federal, State, and C.I.T.T. reporting requirements applicable to the subject service. Quarterly reports shall include the information listed above in aggregated format, including trends noticed. Monthly reports shall be submitted to the CITY and Miami-Dade County no later than the 15th day of the following month.

FREEBEE shall meet or exceed the Miami-Dade County Department of Transportation and Public Work's adopted service standards for On-demand transportation services.

- 2. FREEBEE agrees to provide to the CITY and Miami-Dade County the real-time On-demand service route information in a format approved by the Miami-Dade County Department of Transportation and Public Works, or its successor department, such as provided by a Global Positioning System (GPS), and which is compatible with, and may be integrated into, the Miami-

Dade County smartphone transit tracker application and common third-party applications.

- (f) FREEBEE agrees that any questions, complaints, or concerns reported to FREEBEE (through its drivers or otherwise) regarding ADA issues will be reported to the CITY within one (1) business day.
 - (g) FREEBEE shall utilize its best efforts to assist CITY with the related Miami-Dade County Interlocal Agreement and with all related County requirements.
- (3) Rates. As consideration for the Services listed above, CITY shall pay FREEBEE at the following Rates:
 - (a) The total payment for the Services to be provided under this Addendum shall not exceed One Million, Fifty-Six Thousand, Three Hundred and Eighty-Seven Dollars and 80 cents. (\$1,056,387.80).with the ability to subsidize total payment with advertising revenue, as stipulated under Section 5(d) herein.
 - (b) The breakdown for the Services charge is as follows:
 - i. Two (2) XL Vehicles
 - ii. Six (6) Tesla Model X Vehicles
 - iii. Service: Monday through Sunday 7:00 am — 11:00 p.m.
 - iv. Ninety-Eight (98) Hours of labor per XL Van Vehicle weekly and 70 hours of labor per Tesla Model X Vehicles (weather and conditions permitting)
 - v. Cost: \$1,056,387.80 Annually
- (4) Payment Terms. CITY agrees to pay the Rates in monthly installments, as follows:
 - (a) Twelve (12) payments of approximately \$88,032.32 per month, payable on or before the 15th of each month, beginning upon delivery and deployment of the vehicles as set forth in Section 2 above.
- (5) Additional Terms.
 - (a) CITY's operating hours, as contemplated in Section 2b. above, shall be as follows: Monday through Sunday 7:00 am — 1 1:00 pm. These hours may be modified by mutual written agreement of the Parties as ridership data becomes available throughout the Term.
 - (b) FREEBEE shall be responsible for installation and maintenance of the fast charger(s) and any costs associated therewith at all times after acceptance of the delivery described in Section 2.c. above.
 - (c) FREEBEE will operate the Vehicles in CITY'S designated service area map as delineated in EXHIBIT "B" (Subject to Revision as Necessary). Notwithstanding the foregoing, no individual on-demand trip shall exceed five (5) miles in length.
 - (d) Subject to the limitations of the Interlocal Agreement between the CITY and the COUNTY governing the use of CITT funds and local and state law, FREEBEE may enter into separate agreements with advertisers for the placement of

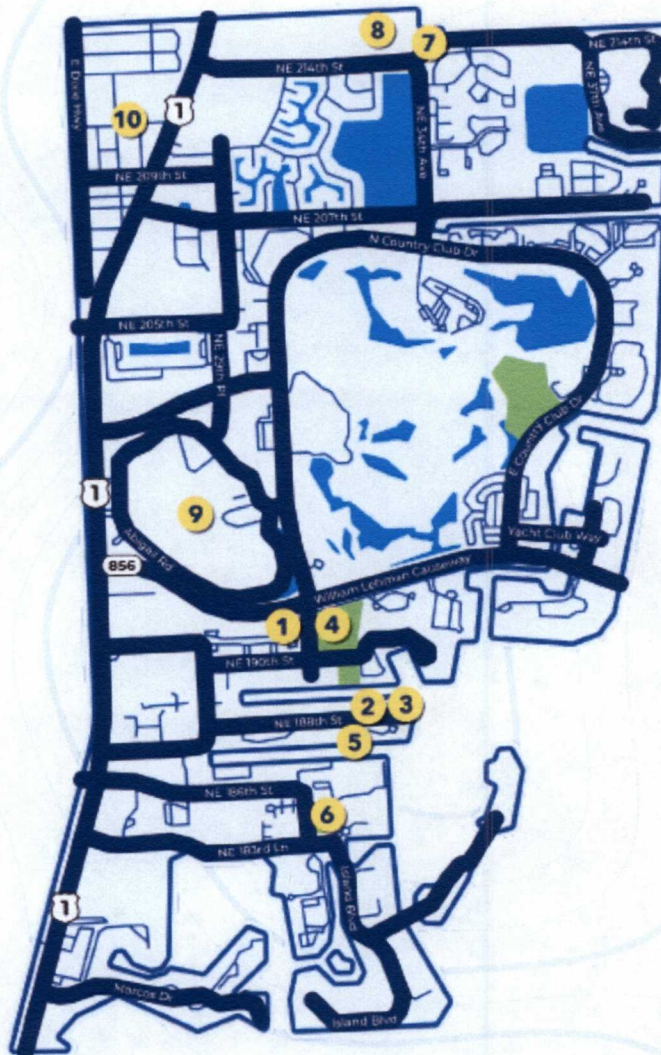
advertisements on its XL Van Vehicles at any time during the Term. All advertising must be approved by the CITY in writing prior to the placement of any advertising on the XL Van Vehicles. Any advertising revenue generated from the sale of advertising on the Vehicles during the Term shall be divided equally between FREEBEE and CITY, with each entitled to 50% of advertising revenue that is generated and actually received by FREEBEE beyond the \$24,000 annual amount per XL Van Vehicles which FREEBEE has already credited to CITY in accordance with its proposal. CITY shall be permitted to apply its share of such revenue, if any, towards subsidizing the Rates it has agreed to pay hereunder. Nothing in this section should be deemed to constitute a guarantee that FREEBEE will sell such advertising space or generate any revenue by selling advertising on the Vehicles during the Term, and CITY expressly acknowledges that no such guarantee has been made by FREEBEE.

- (e) Subject to the limitations of the Interlocal Agreement between the CITY and the COUNTY governing the use of CITT funds and local and state law, FREEBEE may enter into separate agreements with advertisers for the placement of advertisements on its Tesla Model X Vehicles at any time during the Term. All advertising must be approved by the CITY in writing prior to the placement of any advertising on the Tesla Model X Vehicles. Any advertising revenue generated from the sale of advertising on the Vehicles during the Term shall be divided equally between FREEBEE and CITY, with each entitled to 50% of advertising revenue that is generated and actually received by FREEBEE. CITY shall be permitted to apply its share of such revenue, if any, towards subsidizing the Rates it has agreed to pay hereunder. Nothing in this section should be deemed to constitute a guarantee that FREEBEE will sell such advertising space or generate any revenue by selling advertising on the Vehicles during the Term, and CITY expressly acknowledges that no such guarantee has been made by FREEBEE.

“DESIGNATED SERVICE AREA MAP”

**Pick-up / drop-off
within the identified
Service Area Boundary**

1. Aventura City Government Center
2. Aventura Community Recreation Center
3. Aventura Arts & Cultural Center
4. Founders Park
5. Peace Park
6. Veterans Park
7. Waterways Dog Park
8. Waterways Park
9. Aventura Mall
10. Aventura Hospital



CITY OF AVENTURA RESOLUTION NO. 2022-64

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE AGREEMENT WITH FREEBEE, LLC.; AUTHORIZING THE CITY MANAGER TO PURCHASE TWO ADDITIONAL TESLA VEHICLES FROM THE VENDOR; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in February 2021, the City received proposals from two on-demand service providers and entered into a one-year pilot program with Freebee, LLC. (“Freebee”) to provide fully electric buses available to residents in a predetermined zoned boundary; and

WHEREAS, at the February 1, 2022 City Commission meeting, the Commission approved expanding the on-demand service to the entire City in two phases and ordered four additional Tesla cars and two electric buses from Freebee to satisfy the demand for this service; and

WHEREAS, based on the City Manager’s monitoring of ridership levels and requests for the service since the fleet increased, the City Manager is recommending that two more Tesla vehicles should be added to the fleet, bringing the total number of cars and buses supplied by Freebee to ten (eight Tesla cars and two buses); and

WHEREAS, the City Commission finds that it is in the best interest of the City and its residents to approve the City Manager’s recommendation to enter into a second amendment to the agreement with Freebee to order two additional vehicles.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AS FOLLOWS:

Section 1. Recitals Incorporated. That each of the above-stated recitals are hereby adopted and confirmed.

Section 2. Second Amendment to Agreement Approved. That the City Commission hereby approves the City Manager’s Second Amendment to the Agreement attached hereto as Exhibit “A”.

Section 3. Purchases Approved. That the City Commission hereby approves the purchase of two additional electric Tesla vehicles.

Section 4. City Manager Authorized. That the City Manager is hereby authorized to take all necessary steps to implement this Resolution.

Section 5. Effective Date. That this Resolution shall become effective upon its passage.

The foregoing Resolution was offered by Commissioner Shelley, who moved its adoption. The motion was seconded by Vice Mayor Landman, and upon being put to a vote, the vote was as follows:

Commissioner Rachel S. Friedland	<u>Yes</u>
Commissioner Billy Joel	<u>Yes</u>
Commissioner Dr. Linda Marks	<u>Yes</u>
Commissioner Marc Narotsky	<u>Yes</u>
Commissioner Robert Shelley	<u>Yes</u>
Vice Mayor Denise Landman	<u>Yes</u>
Mayor Enid Weisman	<u>Yes</u>

PASSED AND ADOPTED this 1st day of November, 2022.




ENID WEISMAN, MAYOR

ATTEST:


ELLISA L. HORVATH, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:


CITY ATTORNEY

SECOND AMENDMENT TO AGREEMENT

CITY OF AVENTURA

AND

BEEFREE, LLC D/B/A FREEBEE

THIS SECOND AMENDMENT TO AGREEMENT (this "Second Amendment ") is entered into this 1st day of November, 2022, by and between the **CITY OF AVENTURA, FLORIDA**, a Florida municipal corporation (hereinafter the "City"), and **BEEFREE, LLC D/B/A FREEBEE**, a Florida limited liability company (hereinafter the "Contractor").

It is mutually understood and agreed by and between the undersigned contracting parties to amend the previously executed Agreement as follows:

1. Agreement, Section 12.1 is deleted in its entirety and replaced with the following:

12.1 The term of this Agreement shall commence January 1st, 2023, through December 31st, 2025, thereafter, unless earlier terminated in accordance with Section 12.2 herein. Additionally, the CITY Manager may renew this Agreement for two (2) additional one (1) year periods on the same terms as set forth herein upon written notice to the CONTRACTOR.

2. Exhibit A, Rates and Services Addendum, Section 2 (a), Services. is deleted in its entirety and replaced with the following:

(a) FREEBEE will provide two (2) "Freebee" XL Van vehicles and eight (8) Tesla Model X dedicated to CITY (the "Vehicles") for the duration of the Term. Both XL Van Vehicles dedicated to CITY will be wheelchair accessible, and FREEBEE will otherwise use its best efforts to be and remain in compliance with all Americans with Disabilities Act ("ADA") requirements. FREEBEE shall be responsible for providing appropriate training to its drivers who will be operating the wheelchair accessible Vehicle, including but not limited to, training as to the operation of the ramping system and securing of wheelchairs.

3. Exhibit A, Rates and Services Addendum, Section 3, Rates is deleted in its entirety and replaced with the following:

(a) The total payment for the Services to be provided under this Addendum shall not exceed One Million, One Hundred and Forty Eight Thousand, Eight Hundred and Sixty-Five Dollars and 80 cents (\$1,148,865.80), which includes a guaranteed advertising subsidy of \$200,000, as stipulated under Section 5(d) and 5(e) herein.

(b) The breakdown for the Services charge is as follows:

- i. Two (2) XL Vehicles
- ii. Eight (8) Tesla Model X Vehicles
- iii. Service: Monday through Sunday 7:00 am — 11:00 p.m.
- iv. Ninety-Eight (98) Hours of labor per XL Van Vehicle weekly and 70 hours of labor per Tesla Model X Vehicles (weather and conditions permitting)
- v. Cost: \$1,148,865.80 Annually

4. Exhibit A, Rates and Services Addendum, Section 4, Payment Terms is deleted in its entirety and replaced with the following:

Payment Terms. CITY agrees to pay the Rates in monthly installments, as follows:

(a) Twelve (12) payments of approximately \$95,738.82 per month, payable on or before the 15th of each month, beginning upon delivery and deployment of the vehicles as set forth in Section 2 above.

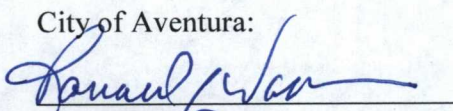
5. Exhibit A, Rates and Services Addendum, Section 5, Additional Terms item d. and e. are deleted in its entirety and replaced with the following:

(d) Subject to the \$24,000 per vehicle advertising discount provided annually to the CITY, FREEBEE may enter into separate agreements with advertisers for the placement of advertisements on its XL Van Vehicles at any time during the Term. All advertising must be approved by the CITY in writing prior to the placement of any advertising on the XL Van Vehicles. Any advertising revenue generated from the sale of advertising on the Vehicles during the Term shall be retained 100% by FREEBEE.

(e) Subject to the \$19,000 per vehicle advertising discount provided annually to the CITY, FREEBEE may enter into separate agreements with advertisers for the placement of advertisements on its Tesla X Vehicles at any time during the Term. All advertising must be approved by the CITY in writing prior to the placement of any advertising on the Tesla X Vehicles. Any advertising revenue generated from the sale of advertising on the Vehicles during the Term shall be retained 100% by FREEBEE.

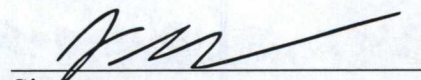
IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives, effective as of the date first written above.

City of Aventura:



Ronald J. Wasson
City Manager

Contractor:



Signature



Attest:

Ellisa L. Horvath, MMC
City Clerk

Jason Spiegel

Printed Name

CEO

Title

Approved as to Legal Sufficiency:

Robert Meyers
Weiss Serota Helfman Cole & Bierman, P.L.
City Attorney

Addresses for Notice:

City of Aventura
Attn: City Manager
19200 W. Country Club Drive
Aventura, FL 33180
305-466-8910 (telephone)
WassonR@cityofaventura.com (email)

Addresses for Notice:

Beefree, LLC d/b/a Freebee
Managing Partner
Attn: Jason Spiegel
2312 N Miami Avenue
Miami, FL 33127
jason@ridefreebee.com

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
City of Aventura Attorney
200 E Broward Blvd #1900, Fort Lauderdale, FL 33301
rmeyers@wsh-law.com (email)

CITY OF AVENTURA RESOLUTION NO. 2023-48

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, APPROVING THE THIRD AMENDMENT TO THE AGREEMENT WITH FREEBEE, LLC TO EXPAND THE SERVICE HOURS OF THE TESLA MODEL X VEHICLES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, at the February 1, 2022 City Commission meeting, the Commission approved expanding the on-demand service to the entire City in two phases and ordered four additional Tesla cars and two electric buses from Freebee, LLC ("Freebee") to satisfy the demand for this service; and

WHEREAS, at the November 1, 2022 City Commission meeting, the Commission authorized the City Manager to purchase two additional vehicles from Freebee; and

WHEREAS, given the response from Aventura residents and visitors, the City Manager is recommending increasing the number of hours that Tesla Model X vehicles will be in-service; and

WHEREAS, the City Commission finds that it is in the best interest of the City and its residents to approve the City Manager's recommendation to enter into this third amendment with Freebee to expand the number of hours that the Model X vehicles will be operating in the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF AVENTURA, FLORIDA, AS FOLLOWS:

Section 1. Recitals Incorporated. That each of the above-stated recitals are hereby adopted and confirmed.

Section 2. Third Amendment to Agreement Approved. That the City Commission hereby approves the City Manager's Third Amendment to the Agreement attached hereto as Exhibit "A" to increase the hours Model X cars will be in service from seventy (70) hours per week to eighty-four (84) hours per week.

Section 3. City Manager Authorized. That the City Manager is hereby authorized to take all necessary steps to implement this Resolution.

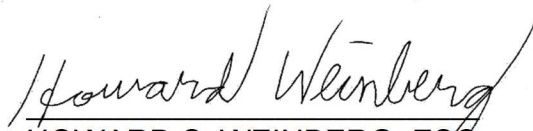
Section 4. Effective Date. That this Resolution shall become effective upon its passage.

The foregoing Resolution was offered by Commissioner Friedland, who moved its adoption. The motion was seconded by Vice Mayor Bloom, and upon being put to a vote, the vote was as follows:

Commissioner Rachel S. Friedland	<u>Yes</u>
Commissioner Billy Joel	<u>Yes</u>
Commissioner Paul A. Kruss	<u>Absent</u>
Commissioner Dr. Linda Marks	<u>Yes</u>
Commissioner Michael Stern	<u>Yes</u>
Vice Mayor Amit Bloom	<u>Yes</u>
Mayor Howard S. Weinberg	<u>Yes</u>

PASSED AND ADOPTED this 3rd day of October 2023.




HOWARD S. WEINBERG, ESQ.
MAYOR

ATTEST:


ELLISA L. HORVATH, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:


CITY ATTORNEY

THIRD AMENDMENT TO AGREEMENT

CITY OF AVENTURA

AND

BEEFREE, LLC D/B/A FREEBEE

THIS THIRD AMENDMENT TO AGREEMENT (this "Third Amendment") is entered into this 3rd day of October, 2023, by and between the **CITY OF AVENTURA, FLORIDA**, a Florida municipal corporation (hereinafter the "City"), and **BEEFREE, LLC D/B/A FREEBEE**, a Florida limited liability company (hereinafter the "Contractor").

It is mutually understood and agreed by and between the undersigned contracting parties to amend the previously executed Agreement as follows:

1. Exhibit A, Rates and Services Addendum, Section 3, Rates is deleted in its entirety and replaced with the following:

- (a) The total payment for the Services to be provided under this Addendum shall not exceed One Million, Two Hundred and Eighty-Three Thousand, Seven Hundred and Thirty-Seven Dollars and 84 cents (\$1,283,737.84), which includes a guaranteed advertising subsidy of \$200,000, as stipulated under Section 5(d) and 5(e) of the Second Amendment to the agreement.
- (b) The breakdown for the Services charge is as follows:
 - i. Two (2) XL Vehicles
 - ii. Eight (8) Tesla Model X Vehicles
 - iii. Service: Monday through Sunday 7:00 am — 11:00 p.m.
 - iv. Ninety-Eight (98) Hours of labor per XL Van Vehicle weekly and 84 hours of labor per Tesla Model X Vehicles (weather and conditions permitting)
 - v. Cost: \$1,283,737.84 Annually

2. Exhibit A, Rates and Services Addendum, Section 4, Payment Terms is deleted in its entirety and replaced with the following:

Payment Terms. CITY agrees to pay the Rates in monthly installments, as follows:

- (a) Twelve (12) payments of approximately \$106,978.15 per month, payable on or before the 15th of each month, beginning upon delivery and deployment of the vehicles as set forth above in Section 1.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives, effective as of the date first written above.

City of Aventura: 

Ronald J. Wasson
City Manager

Attest:



Ellisa L. Horvath, MMC
City Clerk

Contractor:



Signature

Jason Spiegel

Printed Name

Managing Partner

Title

Approved as to Legal Sufficiency:



Weiss Serota Helfman Cole & Bierman, P.L.
City Attorney

Addresses for Notice:

City of Aventura
Attn: City Manager
19200 W. Country Club Drive
Aventura, FL 33180
305-466-8910 (telephone)
WassonR@cityofaventura.com (email)

Addresses for Notice:

Beefree, LLC d/b/a Freebee
Managing Partner
Attn: Jason Spiegel
2312 N Miami Avenue
Miami, FL 33127
jason@ridefreebee.com

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
City of Aventura Attorney
200 E Broward Blvd #1900, Fort Lauderdale, FL 33301
rmeyers@wsh-law.com (email)



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-2291

Agenda Date: 12/13/2023

Status: General Items

In Control: Community Redevelopment
Agency (CRA)

Title

CRA Resolution 2023/ - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), approving the Commercial Façade Improvement Program Funding Agreement for LMRCOVE, LLC (d/b/a The Cove Restaurant) in an amount not to exceed \$32,279.50; waiving certain program guidelines; authorizing execution of the Agreement; authorizing a budget transfer within the CRA fund in the amount of \$32,280.00 from the infrastructure and capital improvement account to the commercial façade loan account; and providing for an effective date. (*Funds from Account #190-1500-552-39-59 - Commercial Façade Loan/Grant*)

Recommended Action

CRA Board to vote on Resolution

Fiscal Impact

Costs: \$32,279.50

Account Name: Commercial Facade Loan/Grant

Account Number: 190-1500-552-39-59

Background/History

In December 2020, LM Restaurants purchased the Two Georges at the Cove restaurant, now "The Cove Restaurant", located at 1754 SE 3rd Ct. (the "Property"). The purchase was for the restaurant business with an option to purchase the property within 5 years. The new owner, Mr. Lou Moshokos, indicated that he intended on exercising the option to purchase but a date certain for that transaction was unknown at the time.

While the applicant met all other program guidelines, the Commercial Façade Program guidelines provided that: 1) applications for funding from the same applicant cannot be made more than every five years, and 2) the recipient of the funding must be to the property owner, as evidenced by a deed. CSHJ received Commercial Facade funding in 2019, so the application would not have met the 5-year time restriction between applications. LMRCOVE LLC is the proprietor of The Cove Restaurant, but CSHJ still holds ownership of the Property. Due to the unique nature of the terms of the sale and the considerable multi-million dollar investment that the new owner proposed, the CRA Board was asked to waive the program guidelines regarding property ownership to allow LMRCOVE LLC to directly receive commercial facade grant funding awarded.

In August 2021, the CRA Board approved waiving the commercial facade program guidelines and LMR Cove, LLC (the "Applicant"), received a Facade Grant for the restaurant in the amount of \$100,000. They proposed a complete redevelopment of the restaurant, including a total reconfiguration of the outdoor patio, leveling the interior of the restaurant to one continuous level and a newly redesigned kitchen and back of house operation. Exterior painting, new awnings, signage, stucco and siding upgrades provided the building with an updated and modern aesthetic. Exterior

lighting, landscaping improvements, and a custom mural completed the total property makeover and the final improvements were completed in July 2023.

Current Activity

The Applicant is now requesting funding for the marina building located at 1756 SE 3rd Ct, adjacent to the restaurant property. Proposed improvements include exterior painting, full awning replacement, exterior flooring and an artistic mural. Currently, the marina building is an eyesore sitting adjacent to the newly renovated restaurant facade. These improvements are necessary for cohesion of the site. Per the information provided by the Applicant, the total cost of the improvements to be made to the marina building are over \$60,000.

While the applicant meets all other program guidelines, the Commercial Façade Program guidelines provide that 1) applications for funding cannot be made more than every five years, and 2) the recipient of the funding must be the property owner as evidenced by a deed.

LMR Cove, LLC, received Commercial Facade funding in 2021 for the restaurant building located at 1754 SE 3rd Ct. This application is for the adjacent property located at 1756 SE 3rd Ct.

LMR COVE LLC, is the proprietor of The Cove Restaurant and Marina, but CSHJ still holds ownership of the Property. Due to the unique nature of the terms of the sale and the considerable investment that the new owner has made in the property, the CRA Board is being asked to waive the program guidelines regarding property ownership to allow LMR COVE LLC to directly receive commercial facade grant funding awarded. LMR COVE LLC has an option to purchase the land after 5 years. The total cost of facade improvements to this location is estimated at over \$3.5 million dollars to date.

The grant award would require that a lien be placed on the Property for five (5) years to ensure that if the Property is sold in that time frame, the CRA investment does not become a windfall profit and would be repaid on a pro rata basis. Mr. Steve Scaggs, the current owner of CSHJ has indicated in writing that he will authorize the lien being placed on the property and the Grant Agreement requires the owner to execute it, indicating the owner's consent.

The CRA Board prioritized capital and infrastructure projects in the FY 2024 budget and did not authorize funding for the Commercial Facade Program. If the application is approved, a budget transfer would be required from the Infrastructure and Capital Improvement (1901500-5596304) line item to the Commercial Facade (1901500-5523959) line item in the amount of \$32,279.50.

Recommendation

The Board is being asked to waive the Commercial Facade program guidelines regarding property ownership and approve Commercial Facade funding in the amount of \$32,280 and to approve a budget transfer from the Infrastructure and Capital Improvement (1901500-5596304) line item to the Commercial Facade (1901500-5523959) line item in the amount of \$32,279.50 to fund this expenditure.

CRA RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA), APPROVING THE COMMERCIAL FAÇADE IMPROVEMENT PROGRAM FUNDING AGREEMENT FOR LMRCOVE, LLC (D/B/A THE COVE RESTAURANT) IN AN AMOUNT NOT TO EXCEED \$32,279.50; WAIVING CERTAIN PROGRAM GUIDELINES; AUTHORIZING EXECUTION OF THE AGREEMENT; AUTHORIZING A BUDGET TRANSFER WITHIN THE CRA FUND IN THE AMOUNT OF \$32,280.00 FROM THE INFRASTRUCTURE AND CAPITAL IMPROVEMENT ACCOUNT TO THE COMMERCIAL FAÇADE LOAN ACCOUNT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in 2019, the CRA Board awarded CSHJ Lots, LLC (“CSHJ”), the previous owner of Two Georges at the Cove restaurant, \$11,111.50 for a sign replacement for the property located at 1754 SE 3rd Ct.; and

WHEREAS, the Commercial Façade Improvement Program Guidelines provide that: 1) applicants for funding may not reapply prior to a five year period, and 2) the recipient of the funding must be the property owner as evidenced by a deed (collectively, the “Program Guidelines”); and

WHEREAS, on August 24, 2021, pursuant to Resolution No. 2021/007, the CRA Board awarded LMRCOVE, LLC, (the “LMRCOVE”) a Commercial Façade Improvement Program Grant for the business known as Two Georges at the Cove located at 1754 3rd Court, and, due to the previous grant award, the CRA Board also waived the specified Program Guidelines; and

WHEREAS, LMRCOVE owns the business now known as the Cove Restaurant located at 1754 SE 3rd Court (the “Restaurant”), however, the underlying properties remain owned by CSHJ Lots, LLC and CSHJ Properties, LLC (the “Owners”); and

WHEREAS, LMRCOVE has proposed to make significant improvements to the marina building located at 1756 SE 3rd Court that is adjacent to the Restaurant, and the improvements include exterior painting, full awning replacement, exterior flooring and an artistic mural (collectively, the “Improvements”); and

WHEREAS, LMRCOVE has applied to the CRA for \$32,279.50 in Commercial Façade Improvement Program funding (the “Grant”) to complete the Improvements, and the application includes the Owners agreement that funding should be directly received by LMRCOVE and that a lien may be placed against the underlying property; and

WHEREAS, due to the unique nature of the terms of the sale and ownership of the business and property, and the considerable investment that LMRCOVE is making, the CRA Board is being asked to waive the specified Program Guidelines; and

WHEREAS, CRA staff recommends the CRA Board waive the specified Program Guidelines, approve and authorize execution of a funding agreement with LMRCOVE, attached as Exhibit “1,” for the Grant in an amount not to exceed \$32,279.50 (the “Agreement”), and authorize a budget transfer in the amount of \$32,280.00 from the Infrastructure and Capital Improvement (Sullivan Park Facility) account to the Commercial Façade Loan account (the “Budget Transfer”).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPEMENT AGENCY AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The CRA Board hereby waives the specified Program Guidelines for the Grant.

Section 3. The CRA Board hereby approves the Agreement with LMRCOVE, attached as Exhibit “1,” for the Grant in an amount not to exceed \$32,279.50.

Section 4. The CRA Director is hereby authorized to execute the Agreement with LMRCOVE, attached as Exhibit “1,” for the Grant in an amount not to exceed \$32,279.50, together with such non-substantial changes as are acceptable to the CRA Director and approved as to form and legal sufficiency by the CRA Attorney.

Section 5. The CRA Board hereby authorizes the Budget Transfer in the amount of \$32,280.00 to fund the Grant.

Section 6. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

BILL GANZ, CHAIR

ATTEST:

HEATHER MONTEMAYOR, CLERK

**DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY
COMMERCIAL FAÇADE IMPROVEMENT PROGRAM**

This Agreement (“Agreement”) is entered into by and between the City of Deerfield Beach Community Redevelopment Agency (the “CRA”) and LMRCOVE, LLC (the “Business Owner”) as follows:

WITNESSETH:

WHEREAS, the Business Owner wishes to participate in the CRA commercial façade improvement program (the “Program”); and

WHEREAS, the Business Owner owns the business known as The Cove Restaurant, located at the property more particularly described on the attached Exhibit “A” (the “Property”); and

WHEREAS, the Business Owner has certified to the CRA that the owner of the Property has authorized Business Owner to enter into this Agreement and make the commitments set forth herein and to bind the Property and Business Owner as indicated in this Agreement; and

WHEREAS, the Business Owner has applied to the CRA for \$32,279.50 in Program funds to make significant upgrades to the façade of the Property, including improvements to the roof, outside flooring, exterior lighting, painting, and landscape and irrigation (collectively, the “Project”); and

WHEREAS, the CRA is willing to provide a maximum of \$32,279.50 of commercial façade improvement funds (the “Funds”) for the Project pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, be it agreed by and between the parties as follows:

Section 1. The above representations are true and correct and are made a binding part of this Agreement as if fully set forth herein.

Section 2. The CRA shall provide a maximum of \$32,279.50 of Program funds for the Project, payable in conjunction with the completion of each of the proposed improvements, provided that the Business Owner: (a) provides at least a 50/50 match as required by the Commercial Façade Improvements Program Funding Guidelines (the “Funding Guidelines”), attached as Exhibit “B” and (b) complies with the provisions of this Agreement. The Funds will be provided as a reimbursement once the Project is complete. The Funds shall be provided to the Business Owner as a reimbursement upon completion of the activities and upon receipt of documentation that said improvements have successfully passed a final building inspection or the equivalent thereof and upon demonstration of “release of liens” from contractors and

sub-contractors and such other assurances required by the CRA that there are no existing or threatened claims by contractors, subcontractors, laborers or suppliers.

Section 3. The Business Owner agrees to be bound by the Funding Guidelines and recognizes that the CRA's contribution shall under no circumstances be in excess of \$32,279.50. Any Project costs that exceed the specified sums contained herein shall be the sole responsibility of the Business Owner.

Section 4. The Business Owner represents and certifies to the CRA that the owner of the Property, CSHJ Properties, LLC (the "Property Owner") has authorized Business Owner to enter into this Agreement and make the commitments set forth herein and to bind the Property and Business Owner, as shown in the Property Owner Consent executed by the Property Owner, attached as Exhibit "C."

Section 5. The Business Owner understands and agrees that in exchange for the Funds, a lien will be placed on the Property, which lien shall be for a period of five (5) years. The Business Owner and the Property Owner shall cooperate and execute any documents necessary to record said lien. The lien shall provide that the Business Owner and Property Owner shall be jointly and severally liable for repayment of the Funds based upon a pro-rata monthly basis should the Business or Property be sold to anyone other than the Business Owner, or foreclosed prior to the expiration of the five (5) year period. Upon the expiration of the five (5) year period, the CRA shall issue a satisfaction of lien, provided that the Business Owner complies with the Funding Guidelines and the Property has not been assigned, transferred, sold, conveyed, or leased to anyone other than the Business Owner. In the event the CRA finds the Business Owner non-compliant with the Funding Guidelines at any time during the five (5) year period, the CRA shall give Business Owner notice of said violation and thirty (30) days to cure. If Business Owner does not cure said violation(s), Business Owner shall repay the Funds to the CRA and CRA shall be authorized to take all actions necessary to enforce this Agreement, including legal action to recover the Funds.

Section 6. Full execution of this Agreement shall be deemed a "Notice to Proceed" for the Business Owner to commence the Project, subject to applicable permitting and governmental approvals.

Section 7. The CRA shall be the final judge as to whether the façade improvements are deemed to be complete, whether they are in accordance with the submitted rendering and any and all architectural/permit plans and all other matters related to completion of the Project. By virtue of receipt of funds, Business Owner hereby understands and agrees that the CRA has complete discretion in this regard.

Section 8. The Funding Guidelines as described in Exhibit "B" are hereby made a binding part of this Agreement. Should any portion of the Funding Guidelines conflict with the terms of this Agreement, this Agreement shall control.

Section 9. Should the CRA be required to expend attorney's time or costs to enforce this Agreement, the Business Owner shall be responsible to reimburse the CRA for said fees and costs.

Section 10. This is solely a grant agreement. The CRA shall have no responsibility or liability for the work performed and shall not be liable for any damages, whether direct or consequential, resulting from the work performed hereunder. The CRA shall not be a party or third party to any construction contracts.

Section 11. The Business Owner shall permit the CRA to place a commercial façade program sign on the Property in close proximity to the improved façade for a period of 6 months after the completion of the improvements. The CRA shall bear all costs associated with the construction and placement of this sign.

Section 12. This is the full agreement between the parties and no provision hereof may be amended except by written agreement between the parties.

Section 13. This Agreement shall become effective immediately upon execution by the last party who affixes their signature hereto.

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IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

**CITY OF DEERFIELD BEACH
COMMUNITY REDEVELOPMENT
AGENCY**

By: _____
KRIS MORY, EXECUTIVE DIRECTOR

Date: _____

ATTEST:

HEATHER MONTEMAYOR, CLERK

APPROVED AS TO FORM:

ANTHONY C. SOROKA, CRA ATTORNEY

LMRCOVE LLC

WITNESSES:

By: _____

Print Name and Title

Print Name

Print Name

EXHIBIT "A"

THE PROPERTY

Legal Description: 5-48-43 POR SUBMERGED LAND LYING IN INTRCSTL W/W PER PLAT 17-2B BCR, LYING IN SE1/4 OF NW1/4 OF SEC 5 DESC AS COMM AT NE COR PARCEL A OF THE COVE,32-48B,E 41.87 TO POB,E 49.26,SE 435.62,SW 39,NW 107.30,NE 56.18,SW 1.74,NW 13.43 NE 1.64,NW 13.90,NW 28.96,NW 10.26,NE 18.52,NW 82.80,SW 18.77 NW 138.67, NE 8.98,NE 32.64,NW 1.26 TO POB

Site Address: 1756 SE 3rd Court, Deerfield Beach, FL 33441

BCPA Parcel Id: 4843 05 08 0021

**EXHIBIT “B”
DEERFIELD BEACH
COMMUNITY REDEVELOPMENT AGENCY
COMMERCIAL FAÇADE FUNDING PROGRAM
FUNDING GUIDELINES**

- ELIGIBILITY CRITERIA
- APPLICATION
- CHECKLIST

Please read instructions thoroughly before completing application. Use checklist to verify that all required documentation is included. Application must be signed and dated. Incomplete applications will not be considered for funding.

For any questions, contact:

City of Deerfield Beach

Community Redevelopment Agency

Kris Mory, Economic Development Director

150 NE 2nd Avenue

Deerfield Beach, FL 33441 (954) 480-4262 kmory@deerfield-beach.com

FUNDING:

1. All funding is subject to approval by the Deerfield Beach Community Redevelopment Agency (“CRA”) Board.
2. The recipient must be the property owner, as evidenced by a deed (*Waived per Resolution*).
3. Applicants may receive funding on a one-to-one (public to private) matching basis. The funds will be provided as a reimbursement once all work is complete. One hundred percent of all backup documentation is required prior to reimbursement, including copies of all City of Deerfield Beach building permits and completed inspection reports for the project. The maximum funding amount is \$100,000 — most projects will qualify for less than the maximum based upon building size as explained below. Furthermore, all projects are eligible to receive at least \$12,500 regardless of building size.
4. All private funds must be invested and related work elements completed prior to the release of CRA funds. The owner will be responsible for any and all debt incurred.
5. All funds provided by the CRA shall be in the form of a Deferred Payment Note filed as a lien on the property title to ensure the maintenance and protection of funded improvements for a five-year period.
6. Repayment is required if, prior to a five-year period, property ownership transfers or funded improvements are removed or otherwise unmaintained. Otherwise, after five years the lien will be released.
7. Funding for the Commercial Façade Program is reserved on a first come — first served basis subject to eligibility and the annual budget allocation for the program. An application, which is not funded solely because program funds are depleted, may be resubmitted on the first day of the following fiscal year and thereby secure its place in line.

CRITERIA: (Threshold criteria that all applicants must meet)

1. The project must be for commercially-zoned or community-facility zoned property in the Community Redevelopment Area.
2. The application package must be complete.
3. Project design must be consistent with the design criteria adopted in the Community Redevelopment Plan.

SCORING: 50 points possible. Must score 20 points or more to be given consideration

- Up to ten points based upon whether the project is **VISIBLE** with major/substantial community neighborhood impact (i.e. a structural modification/change will score higher than a “paint over”). Roofs will be considered if the improvements are visible from the public right-of-way (not including unimproved right-of-way and/or alleys).
- Up to ten points based upon whether the project prevents, diminishes or eliminates a blighting condition.

- Up to ten points based upon whether the project reduces or eliminates unsafe conditions for employees and/or customers.
- Up to ten points based upon whether the applicant commits to provide more than 50% of the total project funds (CRA funds match is less than 1 to 1).
- Up to ten points based upon whether the application is for a “partner project” which will upgrade two or more separately-owned properties simultaneously, thus giving greater impact and visibility to the project.

CALCULATION OF MAXIMUM FUNDING AMOUNT

1st Floor \$200 per lineal foot of building frontage

Top Floor \$150 per lineal foot of building frontage (if improvement required)

Additional Floors \$50 per lineal foot of building frontage (if being improved)

ELIGIBLE EXPENSES:

1. Exterior improvements that protect the structural integrity of the building provided the improvements are visible from the public right-of-way (not including unimproved right-of-way and/or alleys).
2. Exterior lighting
3. Landscape improvements
4. Awnings
5. Signage
6. Painting/Stucco/Siding
7. Site amenities such as dumpster enclosures and/or concrete paver features provided the improvements are visible from the public right-of-way (not including unimproved right-of-way and/or alleys).

PLEASE ATTACH THE FOLLOWING TO THE APPLICATION:

1. Copy of Deed/Proof of Ownership.
2. Estimates/quotes/bids for all costs associated with the project from a licensed architect, engineer or contractor ("Sweat equity" hours will not be credited).
3. Complete, written description of all rehabilitation work planned (typed or printed).
4. Detailed concept drawings of improvements prepared by a registered architect, landscape architect or engineer including measured and labeled elevations clearly indicating building height and lineal feet of building frontage.
5. Evidence (such as a letter from your banker) of available private funds to pay for the rehabilitation. The Commercial Façade Program is a reimbursement program in which funds are paid to owners after receipts have been given to the city showing that all contractors and subcontractors have been paid in full.
6. Proof of insurance coverage (Please ask your insurance agent for the Accord Form).
7. Anticipated time frame for improvements.

APPLICATION PROCESS:

No improvements are to begin prior to Community Redevelopment Agency Board approval. Improvements started before board approval will not be reimbursed.

1. Completed application packets are to be submitted to the CRA. Mail or hand deliver the application with all attachments to:

Kris Mory
Community Redevelopment Agency
City of Deerfield Beach 150 NE 2nd Avenue
Deerfield Beach, FL 33441

2. CRA Staff will review application for consistency with CRA Plan and Program Criteria.
3. CRA design committee will review and rank completed applications.
4. Award of funding is subject to approval by the Deerfield Beach Community Redevelopment Agency (CRA) Board.

REIMBURSEMENT PROCESS:

1. If approved by the CRA Board, property owner may then proceed to begin work (proper City of Deerfield Beach building permits required).
2. Upon full completion of the improvements, property owner should deliver copies of all receipts for the improvements listed on the initial application to the CRA.
3. Itemized receipts must clearly demonstrate that the contractors and/or suppliers have been paid in full by the applicant. Each receipt must clearly cite the applicant as the payor. If the applicant's name is not listed on the receipt as such, any costs contained therein will not be reimbursed.
4. Additional improvements not approved as part of the original application will not be reimbursed.
5. Copy of the release of contractor lien on property.
6. Property owner must provide copies of all applicable City of Deerfield Beach building permits and completed inspection reports obtained for improvements when submitting receipts.
7. Color photo essay of completed project.
8. All copies of receipts, permits, inspection reports, releases and photos must be submitted at same time. Only one reimbursement check will be processed for any one applicant. There will be no partial reimbursements.
9. Any documentation submitted by the property owner becomes public record and will be kept on file with the Deerfield Beach Community Redevelopment Agency.

EXHIBIT "C"

Property Owner Consent

I, Steven Scaggs, am the President of CSHJ Properties, LLC (the "Property Owner"), which owns the property located at 1756 SE 3 Ct, Deerfield Beach, FL 33441 (the "Property"). The Property is currently leased to LMRCOVE LLC (the "Lessee"). Property Owner has read the enclosed Commercial Façade Improvement Program agreement (the "Agreement") between the Lessee and the Deerfield Beach Community Redevelopment Agency (the "CRA") for commercial façade improvement grant funds to be used on the Property.

Property Owner is in full agreement with the proposed improvements to the Property and grants permission to Lessee to undertake the proposed improvements. Property Owner understands and agrees that liens may be placed on the Property in connection with the Agreement and that Property Owner may be responsible for repayment of the grant funds in the event the Lessee violates the terms of the Agreement. Property Owner further authorizes Lessee to approve signage related to the Agreement and Commercial Façade Improvement Program.

Steven Scaggs, President of CSHJ Properties, LLC

STATE OF FLORIDA)

) SS:

COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Steven Scaggs, the President of CSHJ Properties, LLC, freely and voluntarily under authority duly vested in him. He is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2023.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:



COMMERCIAL FAÇADE FUNDING PROGRAM

- **ELEGIBILITY CRITERIA**
- **APPLICATION**
- **CHECKLIST**

Please read instructions thoroughly before completing application. Use the checklist to verify that all required documentation is included. Application must be signed and dated. Incomplete applications will not be considered for funding.

For any questions, contact:

**City of Deerfield Beach
Community Redevelopment Agency
Kris Mory, Director
1601 E Hillsboro Blvd
Deerfield Beach, FL 33441
(954) 480-4262T
atemple@deerfield-beach.com**

FUNDING:

1. All funding is subject to approval by the Deerfield Beach Community Redevelopment Agency (CRA) Board.
2. The recipient must be the property owner, as evidenced by a deed.
3. Applicants may receive funding on a one-to-one (public to private) matching basis. The funds will be provided as a reimbursement once all work is complete. One hundred percent of all backup documentation is required prior to reimbursement, including copies of all City of Deerfield Beach building permits and completed inspection reports for the project. The maximum funding amount is \$100,000 - most projects will qualify for less than the maximum based upon building size as explained below. Furthermore, all projects are eligible to receive at least \$12,500 regardless of building size.
4. All private funds must be invested and related work elements completed prior to the release of CRA funds. The owner will be responsible for any and all debt incurred.
5. All funds provided by the CRA shall be in the form of a Deferred Payment Note filed as a lien on the property title to ensure the maintenance and protection of funded improvements for a five-year period.
6. Repayment is required if, prior to a five-year period, property ownership transfers or funded improvements are removed or otherwise unmaintained. Otherwise, after five years the lien will be released.
7. Funding for the Commercial Facade Program is reserved on a first come - first served basis subject to eligibility and the annual budget allocation for the program. An application which is not funded solely because program funds are depleted may be resubmitted on the first day of the following fiscal year and thereby secure its place in line.
8. Applicants MAY NOT re-apply prior to a five -year period. **CRITERIA:** (Threshold criteria that all applicants must meet)
 1. The project must be for commercially-zoned or community-facility zoned property in the Community Redevelopment Area.
 2. The application package must be complete.
 3. Project design must be consistent with the design criteria adopted in the Community Redevelopment Plan.

CALCULATION OF MAXIMUM FUNDING AMOUNT

1st Floor	\$200 per lineal foot of building frontage
Top Floor	\$150 per lineal foot of building frontage (if improvement required)
Additional Floors	\$50 per lineal foot of building frontage (if being improved)

ELIGIBLE EXPENSES:

1. Exterior improvements that protect the structural integrity of the building provided the improvements are visible from the public right-of-way (not including unimproved right-of-way and/or alleys).
2. Exterior lighting
3. Landscape improvements
4. Awnings
5. Signage
6. Painting/Stucco/Siding
7. Site amenities such as dumpster enclosures and/or concrete paver features provided the improvements are visible from the public right-of-way (not including unimproved right-of-way and/or alleys).

PLEASE ATTACH THE FOLLOWING TO THE APPLICATION:

1. Copy of Deed/Proof of Ownership
2. Estimates/quotes/bids for all costs associated with the project from a licensed architect, engineer or contractor ("Sweat equity" hours will not be credited).
3. Complete, written description of all rehabilitation work planned (typed or printed).
4. Detailed concept drawings of improvements prepared by a registered architect, landscape architect or engineer including measured and labeled elevations clearly indicating building height and lineal feet of building frontage.
5. Evidence (such as a letter from your banker) of available private funds to pay for the rehabilitation. The Commercial Facade Program is a reimbursement program in which funds are paid to owners after receipts have been given to the city showing that all contractors and subcontractors have been paid in full.
6. Proof of insurance coverage (Please ask your insurance agent for the Accord Form).
7. Anticipated time frame for improvements.

APPLICATION PROCESS:

No improvements are to begin prior to Community Redevelopment Agency Board approval. Improvements started before board approval will not be reimbursed.

1. Completed application packets are to be submitted to the CRA. Mail or hand deliver the application with all attachments to:
Kris Mory
Community Redevelopment Agency
City of Deerfield Beach
1601 E Hillsboro Blvd
Deerfield Beach, FL 33441
2. CRA Staff will review application for consistency with CRA Plan and Program Criteria.
3. CRA design committee will review completed applications.

4. Award of funding is subject to approval by the Deerfield Beach Community Redevelopment Agency (CRA) Board.

REIMBURSEMENT PROCESS:

1. If approved by the CRA Board, property owner may then proceed to begin work (proper City of Deerfield Beach building permits required).
2. Upon full completion of the improvements, property owner should deliver copies of all receipts for the improvements listed on the initial application to the CRA.
3. Itemized receipts must clearly demonstrate that the contractors and/or suppliers have been paid in full by the applicant. Each receipt must clearly cite the applicant as the payor. If the applicant's name is not listed on the receipt as such, any costs contained therein will not be reimbursed. Additional improvements not approved as part of the original application will not be reimbursed.
4. Copy of the release of contractor lien on property.
5. Property owner must provide copies of all applicable City of Deerfield Beach building permits and completed inspection reports obtained for improvements when submitting receipts.
6. Color photo essay of completed project.
7. All copies of receipts, permits, inspection reports, releases and photos must be submitted at same time. Only one reimbursement check will be processed for any one applicant. There will be no partial reimbursements.
8. Reimbursement will be processed once Deferred Payment Note is signed by applicant (owner) and recorded. **Any document stamp fees incurred from recording will be deducted from reimbursement total.**
9. Any documentation submitted by the property owner becomes public record and will be kept on file with the Deerfield Beach Community Redevelopment Agency.

DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY

COMMERCIAL FAÇADE PROGRAM

APPLICATION
(PLEASE TYPE OR PRINT)

Applicant's Name: LMR Cove LLC
Phone: (954) 427-9747 Denise Buzzelli
Cell (561) 901-4946
Mailing Address: 1756 SE 3rd Ct.
Deerfield Beach, FL 33441
Property Address: 1756 SE 3rd Ct.
Deerfield Beach, FL 33441
Business Name: The Cove Marina

Description of Planned Improvements (You may attach additional typed/printed sheets if needed):

See Attached description

Anticipated Time Frame for Improvements - 2-3 months

Total Project Cost:
CRA Funds Requested:

\$ 64,559.00

\$ 32,279.50

ADDITIONAL SITE DOCUMENTATION REQUIRED

Please attach the following:

- ☒ All detailed exterior building elevations, height and scale element.
- ☒ Color sample specifying exterior surface treatment.
- ☐ Landscape plan (if applicable)-Show location, type and size of planting.
- ☒ Color photographs of subject site features and adjacent properties and buildings.

For signage, attach the following:

- ☐ Dimensions, lettering style and sizes, materials and mounting details.
- ☐ Color samples and colors noted on drawings
- ☐ Lighting details including type, intensity and mounting specifications
- ☐ Building elevations for all wall signs-illustrating dimensioned location of sign.
- ☐ Survey showing location of free-standing sign. Landscape drawings must also be provided indicating size, type and location of material for all free-standing signs.
- ☐ Photos of signs on abutting and subject properties.

Please Read: By signing below, I acknowledge that I have read and understand the instructions associated with this program. I understand that if I fail to abide by the instructions, my application may be disqualified. I further acknowledge that I understand that funding for the Commercial Facade Program is limited. As such, there is a risk that even if my application meets all requirements, I may not be approved for funding in this fiscal year.

Signature & Date

Denise Buzgelli 12/1/23

END OF APPLICATION
CHECKLIST

Before you submit the application, verify that you have attached/completed each of the following. Incomplete applications will not be considered for funding.

- ☒ Copy of Deed/Proof of Ownership
- ☒ Estimates/quotes/bids for all costs associated with the project from a licensed architect, engineer or contractor ("Sweat equity" hours will not be credited).
- ☒ Complete, written description of all rehabilitation work planned (typed or printed).
- ☐ Additional site documentation requested in application.
- ☒ Evidence (such as a letter from your banker) of available private funds to pay for the rehabilitation. The Commercial Facade Program is a reimbursement program in which funds are paid to owners after receipts have been given to the city showing that all contractors and subcontractors have been paid in full.
- ☒ Proof of insurance coverage (Please ask your insurance agent for the Accord Form).
- ☒ Signature and date on application.

REMEMBER:

Do not begin any improvements prior to CRA
Board Approval and building permit
issuance.

DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY

COMMERCIAL FAÇADE PROGRAM

THE COVE MARINA 2023

WE CAME BEFORE THE CRA BOARD IN 2021 SOLELY FOCUSED ON THE RENOVATION OF THE COVE WATERFRONT & TIKI BAR. SO NOW WE ARE FOCUSING OUR PRIORITIES ON THE COVE MARINA WHICH WILL BRING ENHANCEMENT TO THE AREA.

WHEN WE WERE IN OUR BEGINNING RENOVATION STAGES AT THE RESTAURANT, WE TOOK A LONG LOOK AT THE ENTIRE PROPERTY AND WE INVISONED AN UPDATED OPEN AIR RESTAURANT WHERE GUEST WOULD FEEL THE TROPICAL AMBIANCE. THIS VISION IS NOW COMPLETE AND WE SEE THE SAME VISION TO UPDATE THE MARINA TO MATCH THE RESTAURANT COLORS.

THE COVE MARINA HAS NOT BEEN PAINTED SINCE IT WAS BUILT IN 2005, BY ADDING THE NEW PAINT COLORS TO MATCH THE RESTAURNAT, REPLACING THE AWNING BY FRONT DOOR OF THE MARINA, NEW FLOORING OUTSIDE AND A MURAL DESIGN WITH FISH WILL SURELY UPDATE THE ICONIC LANDMARK RESTAURANT & MARINA WHICH WAS BUILT IN 1977.

DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY

COMMERCIAL FAÇADE PROGRAM

THE COVE MARINA 2023

DESCRIPTION OF PLANNED IMPROVEMENTS:

EXTERIOR PAINTING:

THE MARINA BUILDING WILL BE PAINTED THE SAME WHITE WITH BLUE TRIM AS THE COVE WATERFRONT & TIKI BAR.

MURAL PAINTING:

DENNIS FRIEL MURAL PAINTING ON COVE MARINA BUILDING.

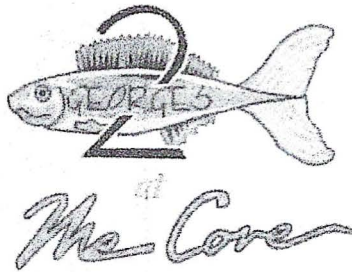
HOOVER AWNING:

**DESIGN AND COLOR TO MATCH EXISTING AWNING.
NEW 29' LONG SHED STYLE AWNING AT EAST SIDE OF DOCK HOUSE.
(REPLACEMENT AWNING)**

FLOORING OUTSIDE:

THE CURRENT CONCRETE CEMENT FLOOR IS WORN OUT AND AN EYESORE TO CUSTOMERS, THIS NEW WILL ENHANCE THE AREA WHERE TRAFFICE CONTINUES AND PEOPLE WALKING TO AND FROM SULLIVAN PARK USING CITY EASEMENT. THE FLOORING MATERIAL WILL FLOW BETTER WITH THE CURRENT INSTALL AND SURROUNDING AREA.

:



July 12, 2021

Re: Two Georges at The Cove / CRA Funding

To Whom it May Concern:

I, Steve Scaggs, give authorization to LMR Cove LLC to apply for the Deerfield Beach Community Redevelopment Agency Commercial Fascade Loan Grant Program, to receive all grant funding, to be the responsible party for the deferred payment note, any liens, restrictions required by the City of Deerfield Beach Community Redevelopment Agency Fascade Program. Additionally authorizing LMR Cove LLC to authorize signage on all agreements and contracts related to Deerfield Beach Community Redevelopment Agency Fascade Program.

Steve Scaggs

Ilias Moshakos

DB/...







**THE COVE MARINA
COMMUNITY REDEVELOPMENT AGENCY
COMMERCIAL FACADE FUNDING PROGRAM**

	DESCRIPTION ITEM	CONTRACTOR	PROPOSAL AMOUNT
1	EXTERIOR PAINTING	MARK MOREL & SONS	\$10,200.00
2	AWNING	HOOVER AWNINGS	\$6,559.00
3	FLOORING OUTSIDE	NATIONAL CONCRETE POLISHING	\$24,550.00
4	PAINT MURAL	DENNIS FRIEL	\$23,250.00
TOTAL			\$64,559.00

DATE NOV. 30, 2023



Listed below is the schedule for regular meetings of the Deerfield Beach Community Redevelopment Agency for Fiscal Year 2023/2024. All meetings will be held at City Hall, 150 NE 2nd Avenue, Deerfield Beach, FL 33441.

<u>Meeting Date</u>		<u>Agenda Submittal Deadline</u>	
Tuesday October 10, 2023	7:00 PM	Monday September 25, 2023	3:00 PM
Wednesday November 15, 2023	7:00 PM	Monday October 31, 2023	3:00 PM
* Wednesday December 13, 2023	7:00 PM	Monday November 27, 2023	3:00 PM
Wednesday January 10, 2024	7:00 PM	Monday December 25, 2023	3:00 PM
Tuesday February 13, 2024	7:00 PM	Monday January 29, 2024	3:00 PM
Tuesday March 12, 2024	7:00 PM	Monday February 26, 2024	3:00 PM
Tuesday April 9, 2024	7:00 PM	Monday March 27, 2024	3:00 PM
Tuesday May 14, 2024	7:00 PM	Monday April 29, 2024	3:00 PM
Tuesday June 11, 2024	7:00 PM	Monday May 27, 2024	3:00 PM
Tuesday July 9, 2024*	7:00 PM	Monday June 24, 2024	3:00 PM
Tuesday August 13, 2024	7:00 PM	Monday July 29, 2024	3:00 PM
Tuesday August 27, 2024	7:00 PM	Monday August 12, 2024	3:00 PM
Tuesday September 10, 2024	7:00 PM	Monday August 26, 2024	3:00 PM
Tuesday October 8, 2024	7:00 PM	Monday September 23, 2024	3:00 PM

Any person wishing to appeal any decision made by the Community Redevelopment Agency with respect to any matter considered at such meetings or hearings will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and the evidence upon which the appeal is made. The above notice is required by State Law (F.S. 189.417). Anyone desiring a verbatim transcript shall have the responsibility, at his/her own expense, to arrange for the presence of a certified court reporter at the hearing. For further information regarding the Community Redevelopment Agency, call (954) 480-4262.

*Optional meeting to be held at the discretion of the CRA Board



Jordan Smith
Corporate Client Specialist
Mid-Atlantic Corporate

December 4, 2023

To Whom It May Concern,

The letter is to advise that LMR, LLC, has been a long-standing customer with First Horizon Bank (formerly Capital Bank) and currently maintains deposit accounts in excess of \$5+ million dollars.

Should you have any questions, please do not hesitate to contact us.

Sincerely,

A handwritten signature in cursive script that reads "Jordan Smith".

Jordan Smith
Client Specialist
First Horizon Bank
1 Glenwood Avenue Suite 800
Raleigh, NC 27603

First Horizon Bank
165 Madison Ave
Memphis, TN 38103
901-523-4444
www.firsthorizon.com



EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)

9/20/2023

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

PRODUCER NAME CONTACT PERSON AND ADDRESS Arthur J. Gallagher Risk Management Services, LLC 4819 Emperor Blvd Suite 200 Durham, NC 27703		PHONE (A/C. No. Ext): 919-582-4001	COMPANY NAME AND ADDRESS Marketing DO NOT BILL - TEMPORARY INTERNAL USE ON Marketing	NAIC NO:
FAX (A/C. No.): 919-847-3160	E-MAIL ADDRESS: terri_boulay@aig.com		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH	
CODE:	SUB CODE:		POLICY TYPE Package	
AGENCY CUSTOMER ID #:			LOAN NUMBER	
NAMED INSURED AND ADDRESS LMR LLC 6510 Chapel Hill Rd Raleigh, NC 27607		POLICY NUMBER USC016490220		
		EFFECTIVE DATE 06/01/2023	EXPIRATION DATE 06/01/2024	CONTINUED UNTIL TERMINATED IF CHECKED
ADDITIONAL NAMED INSURED(S)		THIS REPLACES PRIOR EVIDENCE DATED:		

PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) ☒ BUILDING OR ☒ BUSINESS PERSONAL PROPERTY

LOCATION / DESCRIPTION Policy has blanket limit for buildings \$51,807,513 & BPP of \$16,226,086 and business income \$34,292,000.
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION		PERILS INSURED	BASIC	BROAD	☒	SPECIAL	
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$ 68,033,599 bld & bpp						DED: \$10,000	
☒ BUSINESS INCOME	☐ RENTAL VALUE	YES	NO	N/A			
		X			If YES, LIMIT: \$34,292,000 Actual Loss Sustained; # of months:		
BLANKET COVERAGE		X			If YES, indicate value(s) reported on property identified above: \$		
TERRORISM COVERAGE		X			Attach Disclosure Notice / DEC		
IS THERE A TERRORISM-SPECIFIC EXCLUSION?				X			
IS DOMESTIC TERRORISM EXCLUDED?				X			
LIMITED FUNGUS COVERAGE				X	If YES, LIMIT: DED:		
FUNGUS EXCLUSION (If "YES", specify organization's form used)				X			
REPLACEMENT COST			X				
AGREED VALUE			X				
COINSURANCE				X	If YES, %		
EQUIPMENT BREAKDOWN (If Applicable)			X		If YES, LIMIT: included DED:		
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg				X	If YES, LIMIT: DED:		
- Demolition Costs				X	If YES, LIMIT: DED:		
- Incr. Cost of Construction				X	If YES, LIMIT: DED:		
EARTH MOVEMENT (If Applicable)				X	If YES, LIMIT: DED:		
FLOOD (If Applicable)				X	If YES, LIMIT: DED:		
WIND / HAIL INCL ☐ YES ☐ NO Subject to Different Provisions:		X			If YES, LIMIT: DED:		
NAMED STORM INCL ☐ YES ☐ NO Subject to Different Provisions:		X			If YES, LIMIT: DED:		
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS				X			

CANCELLATION

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

ADDITIONAL INTEREST

CONTRACT OF SALE	LENDER'S LOSS PAYABLE	LOSS PAYEE	LENDER SERVICING AGENT NAME AND ADDRESS
MORTGAGEE			
NAME AND ADDRESS Proof Of Insurance - Property			AUTHORIZED REPRESENTATIVE

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State of Florida

Department of State

I certify from the records of this office that LMRCOVE LLC is a limited liability company organized under the laws of the State of Florida, filed on November 19, 2020, effective December 28, 2020.

The document number of this limited liability company is L20000367194.

I further certify that said limited liability company has paid all fees due this office through December 31, 2021, that its most recent annual report was filed on January 7, 2021, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventh day of January, 2021*



Ronald R. DeSantis
Secretary of State

Tracking Number: 9942237264CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

2021 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L20000367194

Entity Name: LMRCOVE LLC

Current Principal Place of Business:

1754 SE 3RD COURT
DEERFIELD BEACH, FL 33441

Current Mailing Address:

6510 CHAPEL HILL RD
RALEIGH, NC 27607 US

FEI Number: 85-3903735

Name and Address of Current Registered Agent:

MOSHAKOS, ILIAS L
704 N OCEAN BLVD
602
POMPANO BEACH, FL 33062 US

Certificate of Status Desired: Yes

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGR
Name MOSHAKOS, ILIAS L
Address 704 N OCEAN BLVD APT 602
City-State-Zip: POMPANO BEACH FL 33062

Title MGR
Name MOSHAKOS, JOY B
Address 704 N OCEAN BLVD APT 602
City-State-Zip: POMPANO BEACH FL 33062

Title AUTHORIZED MEMBER
Name MOSHAKOS, ILIAS LOU
Address 704 N OCEAN BLVD APT 602
City-State-Zip: POMPANO BEACH FL 33062

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ILIAS LOU MOSHAKOS

MANAGER

01/07/2021

Electronic Signature of Signing Authorized Person(s) Detail

Date

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L20000367194
FILED 8:00 AM
November 19, 2020
Sec. Of State

Article I

The name of the Limited Liability Company is:
LMRCOVE LLC

Article II

The street address of the principal office of the Limited Liability Company is:
1754 SE 3RD COURT
DEERFIELD BEACH, FL. US 33441

The mailing address of the Limited Liability Company is:
6510 CHAPEL HILL RD
RALEIGH, NC. US 27607

Article III

The name and Florida street address of the registered agent is:
ILIAS L MOSHAKOS
704 N OCEAN BLVD
602
POMPANO BEACH, FL. 33062

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: ILIAS L MOSHAKOS

2021 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L20000367194

Entity Name: LMRCOVE LLC

Current Principal Place of Business:

1754 SE 3RD COURT
DEERFIELD BEACH, FL 33441

Current Mailing Address:

6510 CHAPEL HILL RD
RALEIGH, NC 27607 US

FEI Number: 85-3903735

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

MOSHAKOS, ILIAS L
704 N OCEAN BLVD
602
POMPANO BEACH, FL 33062 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGR
Name MOSHAKOS, ILIAS L
Address 704 N OCEAN BLVD APT 602
City-State-Zip: POMPANO BEACH FL 33062

Title MGR
Name MOSHAKOS, JOY B
Address 704 N OCEAN BLVD APT 602
City-State-Zip: POMPANO BEACH FL 33062

Title AUTHORIZED MEMBER
Name MOSHAKOS, ILIAS LOU
Address 704 N OCEAN BLVD APT 602
City-State-Zip: POMPANO BEACH FL 33062

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ILIAS LOU MOSHAKOS

MANAGER

01/07/2021

Electronic Signature of Signing Authorized Person(s) Detail

Date



THE COVE

RESTAURANT & TIKI BAR

COVE MARINA MURAL
COSTS & PRICING



WE'RE NOT JUST A BRAND
& NOT ONLY AN ART STUDIO
WE ARE AN END-TO-END
**CREATIVE
COMPANY**
THAT REFLECTS OUR OBSESSION
FOR LIFE ON THE WATER
THRU ARTFULLY CRAFTED
APPAREL, PRODUCTS &
ORIGINAL WORKS OF ART

-D. FRIEL





PRODUCT	COST
MURAL PAINTING (AS DEPICTED IN MOCK UP IMAGES ON PREVIOUS PAGES COVE MARINA BUILDING / 2 SIDES)	\$21,000.00
MATERIALS, SUPPLIES & EQUIPMENT (includes sealant)	\$1,500.00
CONCEPT ILLUSTRATIONS AND IMAGE STAGING PROCESS (ALREADY PARTIALLY COMPLETED IN GOOD FAITH)	\$750.00
TOTAL	\$23,250.00



3169 E Atlantic Blvd.
Pompano Beach, FL 33062
(754) 529-8162

www.connectedbywater.com
sales@connectedbywater.com
[@dennisfrielart](https://www.instagram.com/dennisfrielart)
[@connectedbywater](https://www.instagram.com/connectedbywater)

Winner of over 80 National and International Awards Ft. Lauderdale Office 844 NW 9th Avenue Ft Lauderdale, FL 33311 954-764-1711	<i>Hoover Canvas Products Co., DBA</i>  HOOVER ARCHITECTURAL Structured for you.	Serving all of South Florida Since 1949 Palm Beach Location 5107 N. Australian Avenue West Palm Beach, FL 33407 561-844-4444
--	---	---

INVOICE TO The Cove		PROJECT NAME Dock House Awning	
STREET 1754 SE 3rd Ct,		STREET	
CITY, STATE, ZIP CODE Deerfield Beach, FL 33441		CITY, STATE, ZIP CODE	
CONTACT Denise	PHONE 561 901 4946	EMAIL Denee05@aol.com	
FABRIC	VALANCE LENGTH	SCALLOP #	BRAID COLOR
			TRIM COLOR
			FRAME PAINT COLOR

Fabricate and Install

1. One new 29' long Shed Style Awning at east side of dock house.
Design and color to match existing awning.

Total \$6,103.00 (6' projection)
or
\$6,559.00 (7' projection)

- SCHEDULE 40 ALUMINUM FRAMEWORK
- ALL WELDS TO BE MITER CUT, MIG WELD, GRIND WELDS
- ZINC PRIME WELDS AND HOOVER STANDARD PAINT FRAME.
- COVER TO BE COASTLINE PLUS VINYL. (standard colors)
- TENARA GOR-TEX THREAD ON ALL SEWN SEAMS

****Permit Fees, Engineering Calculations, and/or Applicable Government Fees Additional if needed****

Additional Work: ****Customer is responsible for verifying all wire payment information by phone prior to sending any money electronically****
 Hoover does not perform any electrical work. Hoover does not replace pavers or any flooring materials. Hoover can coordinate these services at a fee of cost + 15%.
 Customer is responsible for any structural banking (costs & installation) that may be required at any time during the project.

Warranty:
 Please refer to Hoover's warranty at www.hooverap.com/warranty for all warranty information.

THIS IS A LUMP SUM CONTRACT UNLESS OTHERWISE STATED. We Propose hereby to furnish material and labor as described above. A Proposal in excess of \$5,000 will not be binding on Hoover until signed by an executive officer.		PRICE	
Sales Person: Mike Hess		PERMIT	Additional
Hoover AP Exec: _____		ENGINEER	Additional
Date: 9/19/23		TOTAL	
Payment Terms: 1/2Down/Balance at completion		DEPOSIT	
		BAL DUE	

CANVAS AND VINYL AWNINGS WILL WRINKLE. Acceptance of Proposal- The above prices, specifications and conditions on the reverse side hereof are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.		CUSTOMER PRINT NAME _____ SIGNATURE _____ DATE _____	
CBC128905	C.C. #77-76-AE	U-15047	C.C. #1630
I OWN THE PROPERTY ☐ YES ☐ NO I am a repeat customer ☐ YES ☐ NO			

TERMS AND CONDITIONS OF THIS SALE

1. Hoover Canvas Products Co., (hereinafter "Hoover" or "we") hereby warrants all materials to be as specified and that all work shall be performed in a workmanlike manner, according to accepted standard practices. THIS EXPRESS WARRANTY EXCLUDES ALL OTHER AGREEMENTS, REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED. HOOVER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
2. "Customer" or "you" understands that all vinyl coated and fabric materials will expand and contract when exposed to changing temperatures and weather conditions. These materials may be used to construct awnings, trim, and binding and Hoover cannot warranty these materials against wrinkling and shrinkage. Any necessary sewing or stitching of material will be done with white thread.
3. Acrylic material is not waterproof. It has a tendency to leak when wet. (Sunbrella, etc.) Customer shall have a pro rated warranty on fabric, whether manufactured from vinyl-coated fabric or other fabric types, provided the awning has been maintained and cleaned regularly. The Customer's failure to maintain and clean the awning regularly could result in the fabric not meeting its intended life expectancy and voiding this warranty. Hoover recommends cleaning every three months.
4. Lateral arm awnings ("Retractable Awnings") are designed for sun protection only, not for rain protection. Hoover cannot warrant Retractable Awnings against collapse or damage resulting from rain, severe weather, or winds in excess of 30 m.p.h. During such time, the Customer is advised to keep these awnings retracted. Hoover recommends that Customer use only acrylic fabric with Retractable Awnings, use of any other fabric voids Hoover's warranty. Motion/wind sensors do not, in anyway, guarantee against damage from winds in excess of 30MPH.
5. Hoover shall not be responsible for loss or damage to Customer's business or property or injury or death to persons. For any risk, liability or responsibility assumed by the Customer and/or Owner under this Contract, or disclaimed by Hoover under this Contract (collectively, the "Assumed Risks"), the parties acknowledge and agree that: a) some of the Assumed Risks may be covered under insurance held by the Customer or the property owner; b) Hoover shall have no liability (in contract or in tort) to the Customer, property owner and/or third parties for any of the Assumed Risks, regardless of whether Hoover takes any action to avoid, limit or remedy any of the Assumed Risks; and c) such action or inaction on the part of Hoover shall not constitute a breach of this Contract or of any duty of care owed to the Customer, a property owner or third parties. Notwithstanding any other contrary provision in the Contract, Customer agrees to indemnify, hold harmless and defend Hoover from and against any and all claims, obligations, demands, damages, causes of action, liabilities, losses, and expenses, including reasonable attorneys' and expert fees, whether now known or hereafter known, foreseen or unforeseen, attributable in whole or in part to the Assumed Risks (the "Indemnity"). This Indemnity shall be capped at \$1 million dollars (US) and is given to Hoover in consideration for the warranty offered by Hoover hereunder (if applicable) and/or for the job pricing, which would be higher absent the Indemnity.
6. The parties agree that Customer's sole and exclusive remedy against Hoover shall be for the repair or replacement of any awning materials, which are defective when delivered. In no event shall Hoover be liable for direct, indirect, special, incidental or consequential damages (including loss of profits) whether based on contract, tort or any other legal theory. Any defects or discrepancies in the awning materials as delivered or installed must be reported to Hoover within twenty (20) days after the Customer receives the awning materials or it will be conclusively presumed that the awning materials were as ordered and were received in good condition. Notice to Hoover of any defects, discrepancies or objections must be delivered in writing via certified or registered mail to the address shown on the face of this agreement.
7. It is hereby expressly provided that although the said materials have been hereinbefore described, the materials delivered by Hoover hereunder shall be deemed to correspond with their description, when they correspond with the sample which has been produced to, examined and selected by the Customer. Since aesthetics is an important factor in our industry and since Hoover's services are essentially to transform canvas and metal into pleasing designs, it is sometimes necessary to alter Customer's layout and/or specifications to make them conform to available materials, acceptable tolerances and engineering or regulatory constraints. Hoover reserves the right to make such changes. Hoover also reserves the right to cancel this contract if engineering changes required by a governmental entity or permitting authority increase Hoover's materials and/or labor costs by more than 5%. Hoover is not obligated to advance any permitting or engineering fees on Customer's behalf.
8. Hoover will not be responsible for the usefulness of any frame not built or installed by us, unless we are authorized by the customer to rebuild same to Hoover's specifications. Hoover does not warrant against water leaks where awning meets wall when existing frames are recovered, unless such leaks are listed and addressed on contract. All awning materials used by Hoover have been treated with a mildew inhibitor. Mildew is micro-organic bacteria, which can grow on any material, metal, glass or plastics, BUT WE OFFER NO GUARANTEE WHATSOEVER THAT MILDEW WILL NOT OCCUR.
9. It is hereby expressly acknowledged, understood and agreed that this is a contract for a special order of custom fabricated goods and materials and the Customer cannot alter, revoke or cancel the same without the specific written consent of Hoover.
10. The estimated delivery date of this order is subject to contingencies beyond the control of Hoover, including, but not limited to fires, strikes, lockout, inability to secure material, labor or transportation, inclement weather, accidents, Acts of God and unavailability of the Customer. In the event of the occurrence of such contingency, the estimated delivery date shall be extended by equal duration to the extent of the duration of such contingency.
11. Customer agrees to pay Hoover the full balance of the purchase price immediately upon completion and delivery of the material and work to the Customer and time of such payment shall be of the essence. No back charges will be accepted. Hoover shall retain title to all goods pending receipt of the entire purchase price.
12. The Customer covenants and agrees that upon his default by the failure to pay any part of or the entire purchase price when due, or otherwise, Hoover shall, at its option, have the right to:
 - A. Without judicial action, take possession of all said property and all payment made by the Customer up to the time of said default shall be applied as rent and depreciation on said property for and during the time the property is in the Customer's possession. Permission is granted to re-enter the property to remove said property; Hoover is granted permission to re-enter the Customer's land or structure to remove said property; and/or,
 - B. Bring legal action to collect all monies due Hoover under the terms of this agreement; and/or,
 - C. Enforce and foreclose a lien against the said property without further notice to the Customer; and/or,
 - D. Void any warranties and pursue any other remedy available to said company in law or in equity.
13. The Customer covenants and agrees to pay reasonable attorney's fees and costs to Hoover in the event Hoover incurs such fees and costs in enforcing its rights under the terms of this contract, including attorney's fees incurred in obtaining and enforcing a judgment and/or pursuing an appeal. Any legal action brought by either party shall be governed by Florida law and, shall, at Hoover's election, be brought in Broward County, Florida, or a different county if necessary to enforce Hoover's lien rights or other remedies.
14. This proposal by Hoover shall expire thirty (30) days after date of issue, but is subject to withdrawal during such time if notice to that effect is given before written acceptance by the Customer. The only terms of the agreement between the Customer and Hoover are those set forth in this document, and these terms may be changed or modified only by a writing signed by both parties.
15. After acceptance of this proposal, any delay by the purchaser may result in a change of price corresponding to any change in the cost of labor or raw materials.
16. A charge of 1-1/2% per month or fraction thereof (18% per annum) shall be added to all delinquent accounts.
17. Occasionally after installation, "pinholes" can be found in the awning cover. This is not a result of fabric quality, and does not affect the long-term performance of your awning cover. Should this occur, we will address the pinholes to keep water from coming through your awning cover. Once we have addressed this issue, we guarantee, that your awning cover will not fail as a direct result of the original pinholes, for a period of five (5) years from the date of installation.
18. Over time, awnings experience a great deal of environmental hardship from day-to-day exposure to the elements. This exposure may cause the awning cover to fade and lose color, become brittle and hard or even lose material surface from what is known as "plasticizer migration". Given these conditions, we know that removing a cover may result in any combination of the following conditions: "pinholes", cracks, small tears, wrinkles and/or "crazing". In addition, once awning covers are removed from the frame and reinstalled, they tend to readily attract dirt, smudges and marks. Therefore, if we remove awning cover from the frame for storage, cleaning and/or maintenance, we cannot guarantee or provide remedy against the above possible conditions. Any awning taken down, regardless of age, will get extremely dirty and Hoover Canvas Products cannot be held responsible for this occurrence. We recommend that awnings be thoroughly cleaned prior to any work being done, requiring awnings to be taken down.
19. Concerning warranties for jobs outside of Dade, Broward, Palm Beach and Martin counties. Hoover will not be responsible for any expenses incurred by Hoover to bring Hoover's labor, to and from the job site, or to bring the awning(s), to and from Hoover, including (without limitation): airfare, room and board, taxi's, rental cars, taxes, duty, labor cost to and from the job site, etc.
20. Customer acknowledges receipt from Hoover of exhibit "A" called "Statutory Disclosures".

Customer's signature:

Sevire Bongelli

12/1/23

Date:

STATUTORY DISCLOSURES
Hoover Canvas Products Co.
Exhibit "A"

CONSTRUCTION LIENS. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

CONSTRUCTION DEFECTS. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

THREE (3) DAY RIGHT OF RESCISSION (applicable only to residential homeowners). YOU ARE ENTERING INTO A CONTRACT THAT MAY RESULT IN A LIEN ON YOUR HOME. YOU HAVE A LEGAL RIGHT UNDER FEDERAL LAW TO CANCEL THIS CONTRACT, WITHOUT COST, WITHIN THREE BUSINESS DAYS FROM THE DATE YOUR CONTRACT IS FULLY EXECUTED (SIGNED BY BOTH PARTIES). IF YOU DECIDE TO CANCEL THIS TRANSACTION, YOU MAY DO SO BY: A] NOTIFYING HOOVER IN WRITING AT THE POSTAL ADDRESS OR E-MAIL ADDRESS SHOWN BELOW; B] USE ANY WRITTEN STATEMENT THAT IS SIGNED AND DATED BY YOU AND STATES YOUR INTENTION TO CANCEL; AND C] SENDING THE NOTICE NO LATER THAN THE THIRD BUSINESS DAY FOLLOWING FINAL EXECUTION OF YOUR CONTRACT. IF YOU SEND OR DELIVER YOUR WRITTEN NOTICE TO CANCEL SOME OTHER WAY, IT MUST BE DELIVERED TO HOOVER AT THE ADDRESS BELOW NO LATER THAN THE ABOVE SPECIFIED TIMEFRAME. IF YOU PROPERLY AND TIMELY CANCEL THE CONTRACT, HOOVER WILL REFUND YOUR DEPOSIT (SUBJECT TO CLEARANCE OF ANY DEPOSIT MADE BY CHECK) WITHIN 10 BUSINESS DAYS, NOT INCLUDING THE DATE HOOVER RECEIVES YOUR WRITTEN NOTICE OF CANCELLATION. ANY SUCH NOTICE OF CANCELLATION SHOULD BE ADDRESSED TO HOOVER CANVAS PRODUCTS CO., ATTN LUCIE FABIEN, 844 NW. 9TH AVE., FT. LAUDERDALE, FL 33311 EMAIL: LUCIE@HOOVERAP.COM.

CONSTRUCTION INDUSTRIES RECOVERY FUND. PAYMENT MAY BE AVAILABLE FROM THE CONSTRUCTION INDUSTRIES RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A STATE LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS. CONSTRUCTION INDUSTRY LICENSING BOARD, ATTN. RECOVERY FUND, 1940 NORTH MONROE STREET, SUITE 60, TALLAHASSEE, FL 32399, (850) 921-6539.



- Diamond-grind floor to prepare substrate and ensure proper bond with the epoxy flooring system remove existing coating - Mockup of system to be performed before work either under contract at NC or sample \$500.00 before contract. - Patch cracks, holes, divots, MVP and thixo where needed. - Clean thoroughly control joints and fill with Polyurea 90ea 4' joints linear feet - Application of Moisture Vapor Barrier primer - Application of broadcast coat 100% solids epoxy and broadcast of color quartz to refusal - Application of second broadcast coat 100% solids epoxy and broadcast of color quartz to refusal Color to be determined. - Application of grout coat Latcrete Only 100% Polyaspartic - Application of second broadcast of quartz to refusal Color to be determined. - Application of Chemical/UV Resistant Polyaspartic Urethane laterite only - Installation of liquid T200 Quartz recommend for easier maintenance and durability Optional \$1,000.00	\$1,000.00
Total:	\$8,900.00
Scheduling & Mobilizations:	
This estimate is based on:	
- <u>Single mobilization</u> - Perform application to completion.	
Notes:	
- Customers must have the entire floor areas clear and clean of debris before our arrival to perform work on the entire area. If it is not or we are asked to work on only partial areas at any one time additional charges may apply.	

Jim Boughey
Jboughey@nationalconcretepolishing.net
 Xtreme Polishing Systems/National Concrete Polishing
 Cell: (786) 231-8202
 —
 2200 NW 32nd St #700
 Pompano Beach, FL 33069

Mark Moral & Sons
6982 Marion ave
Margate FL 33063
954-290-7371

Proposal

PROPOSAL NO.

SHEET NO.

DATE 11-30-2023

PROPOSAL SUBMITTED TO:

WORK TO BE PERFORMED AT:

NAME The Marina	ADDRESS 1756 SE 3 rd Ct.
ADDRESS The Cove Deerfield Beach	DATE OF PLANS
PHONE NO.	ARCHITECT

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Cost of Painting Cove Marina Building

Cost \$10,200.00

includes material
installation
Labor

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of Ten thousand two hundred dollars \$10,200.00 Dollars (\$10,200.00) with payments to be made as follows.

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

Respectfully submitted

Mark Moral

Per

Note — this proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL

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

Signature

Date

Signature

RE: The Cove Waterfront & Tiki Bar - PMS PAINT CODES FOR RESTAURANT

Christina Wantroba <cwantroba@rccassociates.com>

Wed 11/29/2023 2:33 PM

To: Denise Buzzelli <dbuzzelli@TheCoveDeerfield.com>

Cc: Eric Clark <eclark@lmrest.com>; Christina Wantroba <cwantroba@rccassociates.com>

****CAUTION:** This message originated from outside of LM Restaurants. Please be careful when opening attachments, clicking links or responding to requests for information.**

ELEVATION LEGEND		
	MATERIAL	COLOR
①	EXISTING PREFINISHED METAL ROOF COLOR AS IT EXISTS.	METAL ROOF-GAVALUME STANDING SEAM
②	NEW PREFINISHED METAL ROOF COLOR AND MATERIAL TO MATCH EXISTING.	METAL ROOF-GAVALUME STANDING SEAM
③	NEW BAHAMAN STYLE SHUTTERS.	COLOR-BENJAMINE MOORE SURF CITY
④	NEW SHIP LAPPED SIDING PLACED VERTICALLY TO MATCH EXISTING.	COLOR-BENJAMINE MOORE HAWTHORNE YELLOW
⑤	NEW SHIP LAP SIDING AND TRIM.	COLOR-BENJAMINE MOORE CHANTILLY LACE TRIM COLOR-BENJAMINE MOORE SURF CITY
⑥	NEW FULL LIGHT ENTRANCE DOORS IN ANODIZED ALUMINUM FRAME.	COLOR-BENJAMINE MOORE SURF CITY
⑦	PROJECTING WOOD STRUCTURE FROM ROOF.	NATURAL WOOD - LAMINATED BEAMS.
⑧	NEW NAUTICAL THEME STAINLESS STEEL METAL GUARD SYSTEM.	ALUMINUM
⑨	NEW PREMANUFACTURED ALUMINUM CANOPY SYSTEM COLORS ARE ANODIZED.	EXPOSED FASCIA COLOR-BENJAMINE MOORE SURF CITY
⑩	NEW CANOPY SUPPORT POSTS MATERIAL AND FINISH TO MATCH CANOPY SYSTEM.	STRUCTURE COLOR-BENJAMINE MOORE JAVA-10
⑪	NEW TIKI STYLE BAR.	STRUCTURE COLOR-BENJAMINE MOORE JAVA-10
⑫	NEW ENTRANCE STRUCTURE.	STRUCTURE COLOR-BENJAMINE MOORE JAVA-10
⑬	NEW EXTERIOR WALL POST LIGHT SCONCES-NAUTICAL THEME	BRONZE OR STAINLESS STEEL
⑭	NEW WOOD LOOK COLUMNS.	STRUCTURE COLOR-BENJAMINE MOORE JAVA-10
⑮	NEW STUCCO FINISH.	STUCCO FINE FINISH BENJAMINE MOORE CHANTILLY LACE-SAND TEXTURE
⑯	EXIST SKYLIGHT.	AS IS
⑰	NEW PREFINISHED METAL DOOR & FRAME PRIMED & PAINTED.	COLOR-BENJAMINE MOORE CHANTILLY LACE
⑱	NEW PREFINISHED METAL HVAC SCREENING SEE DETAIL 1/4" 1.0" ROOF TOP SCREENING.	COLOR-BENJAMINE MOORE SURF CITY
⑲	NEW 30" HIGH DECORATIVE SCREENING	COLOR-BENJAMINE MOORE SURF CITY

2GE
3-7"

Christina Wantroba
Project Manager



Community Redevelopment Agency(CRA)
FY24 Budget Transfer

Account Description	Approved Budget	Budget Transfer	Amended Budget
Total Revenues:	\$ 12,446,554		\$ 12,446,554
Expenditures:			
CRA Approved Budget	\$ 12,446,554		12,446,554
Infrastructure and Capital Improvement - Sullivan Park Facility		(32,280)	(32,280)
Commercial Façade Loan/Grant		32,280	32,280
Total Expenditures:	\$ 12,446,554		\$ 12,446,554



Face Sheet File Number: I.D. 2023-2292

Agenda Date: 12/13/2023

Status: Board/Administration
Comments

In Control: Community Redevelopment
Agency (CRA)

Title **2023 Ocean Way Holiday Economic Impact Report**

Recommended Action

This item is for informational purposes only.

Background/History

As part of the approved annual budget, the CRA once again sponsored the annual Ocean Way Holiday event. This year BSO estimated that the event attracted over 5,500 attendees, making it another successful Ocean Way Holiday event. The cost to implement the event was \$200,031, of which \$126,917 was funded by the CRA and the remaining \$73,114 was funded through the Parks and Recreation Department and sponsorships of \$1,500.00 from JM Family Enterprises, Beachside Services, and the Wyndham Hotel. This cost includes the celebrated lighting showcase (\$102,000) that commences at this event and remains on display through the new year.

Parks and Recreation staff conducted surveys during the event to gather information on the economic impact of the event. Out of the 121 surveys, on average, attendees that were surveyed spent \$25 - \$40 on food and beverages at the event, averaging a total between \$6.25 - \$10.00 per attendee, resulting in a \$34,375 - \$55,000 economic impact for the event (total expense per attendee x total number of attendees).

Current Activity

Below are the results of the economic impact surveys that staff received from attendees of the event:

- Each group/party that attended the event averaged 2 adults/2 children
- Out of the 121 groups surveyed 68% of the groups are returning Ocean Way Holiday attendees & 32% were first time participants.
- Out of the 121 groups surveyed 71% of the groups are Deerfield Residents & 29% are non-residents.
 1. 64% of the residents that attended came from the 33441 zipcode
 2. 23% of the residents that attended came from the 33442 zipcode
 3. 11% of the residents that attended came from the 33064 zipcode
- The average group traveled 5 – 10 miles round-trip to attend the event
- The average attendee heard about the event through social media pages (Instagram or Facebook)
- On a scale of 1-5 (with 5 being the highest) participants rated the beach area and holiday lighting at 4.8
- On a scale of 1-5 (with 5 being the highest) participants rated the variety and the cost of food

and beverages at 4.4

- On a scale of 1-5 (with 5 being the highest) participants rated the quality of entertainment at

4.4

- On a scale of 1-5 (with 5 being the highest) participants rated their overall experience at 4.8

The results listed above once again show that the event continues to be more successful and enjoyed by guests. Each year, event staff create innovative and exciting attractions at Ocean Way Holiday to keep visitors happy and eager to come back the following year. This year the Parks and Recreation Department utilized volunteers to roam the event with iPads to engage with participants and take the surveys in real-time. The easy access to technology made the survey process seamless. There were also multiple “QR” codes displayed at the event on signage that took patrons right to the survey when scanned.

Recommendation

This item is for informational purposes only.

2023 Ocean Way Holiday

Budget Item	Vendor/Service	Item Description	Anticipated Amount	PARKS	CRA	Future Funds
				0017015 5793568	1901500 5793574	
				\$60,000	\$127,000	
	Brandano	holiday lighting	\$ 149,000.00	\$40,000	\$102,000	\$ 5,000.00
Entertainment/Sound				\$2,850	\$13,195	
	DFBHS Drumline	Drums	FREE			
	Elementry School	choir	FREE			
	Strings of South Florida	music	FREE			
	Yuletide Carolers	music			\$2,000	
	Joy Mobley		\$ 1,800		\$1,800	
	All About Entertainment	Magic Show 6 - 6:45		\$2,850	\$425	
		Mrs Clause 7 - 7:45				
		Mama Elf 8 - 8:45				
		Stilt Walker				
	All on Stage	sound	\$ 5,970.00		\$5,970	
	Christmas Rock- Andy Ostrega	music	\$ 1,500		\$1,500	
	MC- Kimmy Bell	emcee	\$ 1,500		\$1,500	
External Vendor Expenses				\$17,514	\$11,722	\$4,750
	Birchmore Group	Reindeer	\$ 7,500.00	\$3,750	\$3,750	
	ZMC Entertainment Skating Rink 46 x 52	skating rink		\$7,000		
	Primer Bounce	Trackless Train, 2 bounce houses, 2 characters		\$2,392	\$2,392	
	Primer Bounce	Snow globe				\$ 1,950.00
	Alpha Lit	Light up sign	\$810	\$810		
	Fab Events	Photographer		\$1,449		\$ 2,800.00
	Friendly John Restrooms	Bathrooms	\$ 600.00		\$550	
	Cappy the Clown	Santa			\$500	
	Universal Tents	tents			\$1,000	
	PJ Events	face painting; tinsel hair				
	Silly Farm	Glitter Tattoos	\$ 500.00			
	Print Ink	Ornaments- Crafts		\$625		
		S'mores		\$186		
	winn dixie			\$ 48.13		
	Target			\$ 32.45		
	Publix			\$ 26.26		
	Publix - 2			50.85		
	BJ's			\$339		
	Walmart				\$34	
	Security	security			\$550	
	Gerhold Electric	electrician	\$ 805.00	\$805		
	Amazon Décor				\$1,200	
	Rosado			\$350		
	Home Depot Stage Set UP				\$1,746	
Print & Advertising				\$ 1,000.00		
	<i>Flyers, Posters, Signage</i>					
	American Business Forms	Flyers				
	Minuteman	Street Banners		\$ 1,000.00		
	<i>Advertising</i>					
	Observer	Ad				
	Pelican	Ad				
		Remaining Balance		-\$1,364	\$83	
Revenue Source	Vendor/Service	Description		Actual		
		TOTAL		\$ -		

CE000400	
ACCT # 190-1500-579-35-74	\$ 239,000.00
PARKS ACCT # 001-7015-579-35-68	
Total Budget Available	\$ 239,000.00
TOTAL EXPENSES	

Check
p-card

Department	Service	Description	Actual
BSO		0	
Fire Rescue	Fire Inspection / EMS Cart Detail	Fire Inspection / EMS Cart Detail	
Maintenance			
Utilities			
Rosado			
		Total	\$ -