

DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING
NOVEMBER 9, 2021 at 5:30 PM
VIRTUAL MEETING AND PUBLIC COMMENTS PROCEDURE

The Dania Beach Community Redevelopment Agency (CRA) will be conducting a “Virtual” CRA Board meeting utilizing communications media technology (“CMT”), in accordance with Ordinance No. 2021-012, adopted February 9, 2021, and Resolution No. 2021-070, adopted May 11, 2021, related to conducting public meetings while under the public health emergency related to the spread of Novel Coronavirus Disease 2019 (COVID-19). The City Commission Chamber is closed to the public.

Please visit www.daniabeachfl.gov/virtualmeetings for detailed instructions on how to attend and participate in virtual CRA Board meetings. Public access to this virtual meeting can be accomplished as follows:

- Watch Meeting on the City’s YouTube Channel at www.daniabeachfl.gov/2654/Watch-DaniaTV
- Watch Meeting on Comcast Cable Channel 78
- Join the Meeting virtually or by telephone using Zoom

Any member of the public wishing to comment publicly on any matter including on specific agenda items can do so by one of the following options:

Before 2:00 p.m. on the day of a meeting, comments can be submitted into the record using the following link:

<https://daniabeach.seamlessdocs.com/f/PublicSpeakingFormCRAMeeting> *(all public comments submitted will be provided to the CRA Board prior to the meeting and will be attached to the minutes of this meeting and become part of the official record)*

Participating in a public meeting using the video conference platform:

- Virtual attendance: Join Zoom via the browser and enter using the meeting ID; to be recognized during public comment, click “Raise my hand” in the software
- Telephone attendee: dial meeting phone number and enter meeting ID; to be recognized during public comment, dial *9 to raise your hand

For more information about this CRA Board meeting, please contact:

Thomas Schneider, City Clerk
City of Dania Beach
100 W Dania Beach Boulevard
Dania Beach, FL 33004
954-924-6800 | tschneider@daniabeachfl.gov

NOTICE: This meeting is open to the public. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact the Office of the City Clerk, 954-924-6800 ext. 3624, no later than two days prior to such proceeding. Anyone wishing to appeal any decision made by the Dania Beach City Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Agenda items may be viewed online at www.daniabeachfl.gov.

**Instructions for Participating and Viewing
Dania Beach CRA Board Virtual Meeting
November 9, 2021 at 5:30 PM**

Through the City's Website:

Please click the link below:

www.daniabeachfl.gov/2654/Watch-DaniaTV

Through Comcast Channel 78:

If you are a Comcast/Xfinity customer, please go to Channel 78 to view the meeting.

Before 2:00 p.m. on the day of the meeting, submit Public Comments by clicking this link:

<https://daniabeach.seamlessdocs.com/f/PublicSpeakingFormCRAMeeting> *(all public comments submitted will be provided to the CRA Board prior to the meeting and will be attached to the minutes of this meeting and become part of the official record)*

Options for Viewing and Participating in the Meeting Using Zoom

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

Use this meeting link to join as an attendee: <https://us02web.zoom.us/j/89170007142>

Using your telephone

One tap mobile :

US: +13017158592,,89170007142# or +13126266799,,89170007142#

Or Telephone:

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

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

Webinar ID: 891 7000 7142

To raise hand and be acknowledged to speak:

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

AGENDA
COMMUNITY REDEVELOPMENT AGENCY
VIRTUAL REGULAR MEETING
TUESDAY, NOVEMBER 9, 2021 - 5:30 PM

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

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

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

**DECORUM POLICY FOR MEETINGS OF THE BOARD OF DIRECTORS OF THE DANIA BEACH COMMUNITY
REDEVELOPMENT AGENCY OF THE CITY OF DANIA BEACH, FLORIDA:**

INDIVIDUALS WHO WISH TO MAKE ANY "CITIZEN'S COMMENTS" UNDER THAT PORTION OF THE CRA BOARD AGENDA, OR WHO OTHERWISE WANT TO ADDRESS THE CRA BOARD, MUST FIRST BE REGISTERED WITH THE CRA SECRETARY (CLERK) (FORMS ARE AVAILABLE OUTSIDE OF THE CITY COMMISSION CHAMBER AND MUST BE GIVEN TO THE CLERK BEFORE THE MEETING). OTHERS WHO WANT TO ADDRESS THE CRA BOARD ON ANY MATTERS MUST FIRST BE RECOGNIZED BY THE CHAIR. ALL SUCH PERSONS MUST USE THE PODIUM IN THE COMMISSION CHAMBER. NO MORE THAN ONE PERSON AT A TIME MAY ADDRESS THE CRA BOARD FROM THE PODIUM. COMMENTS ARE ONLY TO BE MADE TO THE CRA BOARD AND ARE NOT TO BE DIRECTED TO THE AUDIENCE OR CRA STAFF.

NO INDIVIDUAL SHALL MAKE ANY SLANDEROUS OR UNDULY REPETITIVE REMARKS, OR ENGAGE IN ANY OTHER FORM OF BEHAVIOR THAT DISRUPTS OR IMPEDES THE ORDERLY CONDUCT OF THE MEETING, AS DETERMINED BY THE CHAIR. NO INDIVIDUAL MAY SPEAK DIRECTLY TO OR ADDRESS THE CHAIR, BOARD MEMBER OR CRA STAFF. COMMENTS ARE TO BE ONLY DIRECTED TO THE CRA BOARD AS A WHOLE. NO CLAPPING, APPLAUDING, HECKLING OR VERBAL OUTBURSTS IN SUPPORT OF OR OPPOSITION TO A SPEAKER OR HIS OR HER REMARKS SHALL BE PERMITTED. NO SIGNS OR PLACARDS SHALL BE PERMITTED IN THE COMMISSION CHAMBER.

IF ANY PERSON'S CONDUCT AS DETERMINED BY THE CHAIR IS FOUND TO BE DISRUPTIVE OR INTERFERES WITH THE ORDERLY CONDUCT OF THE MEETING, THE PERSON MAY BE ASKED BY THE CHAIR TO LEAVE THE COMMISSION CHAMBER; IF THE PERSON DOES NOT LEAVE AND THE CONDUCT PERSISTS, THE CITY POLICE DEPARTMENT WILL BE REQUESTED TO ESCORT THE INDIVIDUAL FROM THE COMMISSION CHAMBER.

ALL CELLULAR TELEPHONES ARE TO BE SILENCED DURING THE MEETING. ALL PERSONS EXITING THE COMMISSION CHAMBER SHALL DO SO QUIETLY. (RESOLUTION #2020-CRA-006)

1. CALL TO ORDER/ROLL CALL

2. CITIZEN COMMENTS

Addressing the Commission: A thirty (30) minute "Citizen Comments" period shall be designated on the agenda for citizens and interested persons to speak on matters whether or not scheduled on that day's agenda. Individuals wishing to speak on a matter not included on the "Public Hearing" section of the agenda, which matter pertains to an item before the City Commission which requires a decision of the City Commission, may do so by signing in and submitting a form to that effect with the City Clerk prior to the meeting. Speakers at Public Hearings shall also submit such a form. Each speaker shall be limited to 3 minutes for his or her comments. If more than ten (10) speakers express a desire to speak, the Commission shall determine on a meeting by meeting basis whether to (a) extend the time allotted for citizen comments to accommodate all speakers, or (b) whether to limit the number of speakers or amount of time per speaker. A speaker's time shall not be transferable to another speaker.

3. ADMINISTRATIVE REPORTS

1. Administrative Report

4. PRESENTATIONS

1. PATCH Presentations

5. CONSENT AGENDA

1. Minutes:
Approve Minutes of October 12, 2021 CRA Board Virtual Meeting
2. Travel Requests: None
3. RATIFY RESOLUTION NO. 2021-CRA-013

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING EXECUTION OF A CORRECTIVE DEED FOR 40 NW 14 AVENUE, DANIA BEACH, FLORIDA BY MICHAEL CHEN, THE CRA EXECUTIVE DIRECTOR; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

4. RESOLUTION NO. 2021-CRA-014

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CRA OFFICIALS TO EXECUTE AN AGREEMENT WITHOUT COMPETITIVE BIDDING WITH WEECOMMUNICATE, INC. TO PROVIDE CUSTOMER RELATIONSHIP MANAGEMENT (CRM) SOFTWARE TO THE CRA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

6. PROPOSALS AND BIDS

7. DISCUSSION AND POSSIBLE ACTION

1. Decorative crosswalks - Chair James
2. At Home Dania Beach Phase II

8. BOARD MEMBER COMMENTS

9. INFORMATION ITEMS

10. ADJOURNMENT

MEMORANDUM

To: Dania Beach Community Redevelopment Agency Chair, Vice Chair, Board Members
From: Michael Chen, Executive Director
Date: November 9, 2021
Re: **Administrative Report**

1. DANIA BEACH INNOVATION ECOSYSTEM

Background

An Innovation Ecosystem is complicated and has many different platforms to support entrepreneurs and early-stage ventures. The specific components that may be appropriate for any given ecosystem will vary, but will generally include:

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



Update

The Dania Beach Business Academy is proud to announce the upcoming program series: **“ESSENTIAL TOOLS FOR BUSINESS SUCCESS.”** Each course will be held 6pm – 8pm on the posted dates.

- Oct 21: Maximize Your Customer Relationships - How CRM Systems Help Your Business Make More Money With Less Resources
- Oct 28: Your Business Is Great – Tell Your Story With Video
- Nov 4: Build Your Website With PUNCH
- Nov 11: Unleash The Power Of Google Tools

This program has launched and has attracted 30 to 35 people per session, from 9 states and 2 countries. Kisha has stepped up to be the CRA’s co-host of these classes.

2. DANIA AFTER DARK

Background: The contract for production services has been executed Atlantic for Eight Thousand Dollars (\$8,000) for each event, or a total not to exceed Ninety-Six Thousand Dollars (\$96,000.00). This cost includes the main event tent (20' x 60'), promotion, and all event management costs, except for the permit cost for the main event tent.

Update: The FY2022 events will include a few notable changes:

- DAD will be held on the 2nd Saturday of each month, except for December. The 2nd Saturday of December is Winterfest and the DAD attendance suffers from the conflict, so DAD will be held on the 1st Saturday, December 4th. The December theme will be "Dania Beach Welcomes the Holidays" and it will be coordinated with the City's holiday activities. In addition to the holiday lighting, there will be a family photo op with Santa.
- The idea of an event theme will continue through the year during months with a notable holiday, i.e. Easter, Halloween, Thanksgiving. These will include family photo ops with the seasonal celebrity.
- Atlantic Studios will provide a main tent (20' x 60') at each event to mitigate the impact of unexpected rain. Atlantic will set up the tent, hang lights, and provide seating at its expense. The CRA will pay for any required permit.

3. ECONOMIC DEVELOPMENT ACTIVITIES

New Business Openings / Events: The CRA is working with the following businesses to hold a Brand Opening event: The Grand Opening of Sprouts Organic Market is now confirmed for Wednesday December 1, 2021, at 10:30 am. They requested to have the City Commission present for the official ribbon cutting. If anyone would like to know more about Sprouts, they can go to www.Sprouts.com.

Back-to-School Book Bag Program: The CRA was also able to secure approximately \$2,000 worth of school supplies from the Walmart Neighborhood Market that were given to Parks Director, Eric Brown, for after school programs and potentially for after the Christmas Holidays if supplies are adequate.

Broward Office of Economic and Small Business Development (OESBD): Sandy McDonald, Director of OESBD, was briefed about our Dania Beach Business Academy and our Marine Industry Training and Education Program. He has agreed to promote both programs across his Broward County network.

The OESBD is responsible for economic development across Broward County, including and the oversight of the Greater Ft Lauderdale Alliance, the County's commitment to the Federal Disadvantaged Business Enterprise (DBE) programs, the Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs, and the County Business Enterprise (CBE) and Small Business Enterprise (SBE) programs.

Port Everglades Association: The CRA was able to secure two one-night hotel stay certificates for the AC and the Marriott Hotels at Dania Pointe to support Lori Baer and the Port Everglades Association for raffle prizes at their annual golf tournament.

4. THE PATCH

PATCH SOFT REOPENING

With the reduction in the rate of COVID-19 cases, we are planning a soft reopening of the PATCH for a Nursery Day and Fall Market as follows:

- **Saturday , November 13 Nursery Day**

Mr. Xavier Deroos from Renuable will make a presentation on composting.

- **Saturday, November 20 PATCH Fall Market**

- We expect Mr. John Coldwell of Urban Beekeepers to provide a bee-keeping workshop.

Launch of PATCH CSA pilot program (PATCH in a Box)

The online sales platform has been updated to facilitate the new PATCH Community Supported Agriculture (CSA) pilot program for the 21-22 growing season. The CSA is a membership program which is called PATCH in a Box.

Participants would purchase a subscription for a box of fresh produce that members pick up every two weeks during the high growth season from November 2021 to April 2022. SNAP/EBT cardholders would also be able to join the program and receive 50% off their purchase. An updated promotional flyer and description of how the CSA program works is attached to this report.

Vertical Hydroponic Gardening:

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

The Florida Department of Agriculture sent some follow up questions regarding the CRA grant application. The questions were answered and again hand delivered to the Florida Department of Agriculture and Consumer Services. Along with the response to their questions, we provided the Dept. of Agriculture with copies of support letters for our pilot program from the Chief Executive Officer and Executive Director for Urban Health Partnerships, Inc. (UHP) and the Co-Director of the Florida International University's Agroecology Program, Department of Earth and Environment.



September 26, 2021

Mr. Michael Chen, Executive Director
Dania Beach Community Redevelopment Agency
City of Dania Beach
Dania Beach PATCH (People's Access To Community Horticulture)
100 W. Dania Beach Blvd.,
Dania Beach, Florida 33004

RE: Letter of Support for the FDACS Application for improvement to urban farming
Funding Opportunity Number 21-DE-FOA-0000052-C
Opportunity Title: **Dania Beach PATCH Container Pilot Program**

Dear Mr. Chen,

The Agroecology Program of Florida International University integrates science-based education, research and outreach focusing on the interface of agriculture, natural ecosystems and urban development. It features specialized undergraduate agroecology courses, field trips, summer internships, graduate fellowships, and training workshops for university students and high school teachers.

We commit to supporting the 2021 application for the **Dania Beach PATCH Container Pilot Program** and partners to purchase and operate a Container Farm to be added to the current 1.6-acre urban farm located at 1201 W. Dania Beach Blvd., Dania Beach, Florida. As a Partner and Collaborator, we will provide support in the following ways:

1. Support for Educational opportunities (STEM)
2. Assist in coordination for Career Training
3. Assist with providing expertise and guidance around food systems in South Florida
4. Participate in various project activities
5. Provide feedback about project-related efforts and their long-term sustainability.

*Department of Earth & Environment, AHCS-373, 11200 SW 8th Street
Florida International University, Miami, FL 33199 305-348-3119*

6. Encourage educators and students to consider research opportunities at the Dania Beach PATCH, especially around the Container Pilot Program

Our program supports and sanctions the management plan to be completed by Dania Beach PATCH and partners, which is contained in the application.

We look forward to the opportunity to work with the Dania Beach PATCH and its' partners on this important program.

Sincerely,
DocuSigned by:

A blue ink handwritten signature of Krish Jayachandran.

266B8E6AAE1F47C

Krish Jayachandra, Ph.D

Professor and Co-Director of Agroecology Program

Department of Earth and Environment

*Department of Earth & Environment, AHCS-373, 11200 SW 8th Street
Florida International University, Miami, FL 33199 305-348-3119*

August 31, 2021

RE: Application by
Mr. Michael Chen, Executive Director
Dania Beach Community Redevelopment Agency
City of Dania Beach
Dania Beach PATCH (People's Access To Community Horticulture)
100 W. Dania Beach Blvd.,
Dania Beach, Florida 33004

To the FDACS Selection Committee:

As the Chief Executive Officer and Executive Director for Urban Health Partnerships, Inc. (UHP), I and many of our staff, work closely with the Dania Beach PATCH to improve our community members' health, more specifically through our Food Access, Security and Justice efforts, programs and initiatives. Our organization in South Florida, serves over 6,166,488 individuals each year who face many challenges to healthy living.

We began working with the Dania Beach PATCH through evidence-based and collective impact approaches to community health in 2015 when we partnered through the Healthy Community Zone initiative in Broward County, Florida. Their support assists our community with such help as education, economic development, access to healthy, locally-grown produce at affordable costs (through their participation in the Fresh Access Bucks program—EBT/SNAP benefits) nutrition security & health equity. A key strategy of their work is partnering with communities – empowering those served and their families to understand health, economic opportunities through urban agriculture, and the importance of managing and making healthy lifestyle changes. This is how our work interrelates so closely as we, at UHP implement a Community Liaison Framework dedicated to meaningfully integrating community members, and building their leadership capacity, into every aspect of our projects and activities.

UHP is committed to the success of all of our collective work. We will continue to work together with the PATCH through our existing projects and initiatives (e.g., Food for All Broward and the South Broward Community Health Hub Collaboration) to cross promote our efforts, work more closely with community members and leaders, and helping to expand the PATCH's educational, economic development accelerators, and urban agriculture technology, tools, and materials.

I urge you to support the Dania Beach PATCH's request, which will help us serve South Floridians to better manage their health.

Thank you,



Andrea Iglesias, Psy.D.
CEO/Executive Director
Urban Health Partnerships

1201 W Dania Beach Blvc
Dania Beach FL. 33004
www.thepatchgarden.com

2021 CSA Info

Locally sourced, naturally grown,
and farmer supported

11Wks

\$25/Bi-Wk/\$275*

Nov 20 - Apr 16

**Plus Registrations fee \$45*



What is a CSA?

Community Supported Agriculture (CSA) is a system where members are offered a 'share' of the season's harvest for an upfront subscription fee. Our partner farmers get cash to support their growing when needed most, at the start of the season.

What to expect

- Sweet Pepper
- Mixed Lettuce
- Hot Peppers
- Tomatoes
- Onions
- Beans
- Arugula
- Spinach
- Sweet & White Potatoes
- Collards
- Bok choi
- Mustards
- Seasonal Fruit
- Herbs
- Rosemary
- Thyme
- Basil
- Mint & more

PATCH In the Box CSA Benefits:

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



MEMORANDUM

To: Dania Beach Community Redevelopment Agency Chair, Vice Chair, Board Members
From: Michael Chen, Executive Director
Date: November 9, 2021
Re: Presentations

The Dania Beach Community Redevelopment Agency (DBCRA) wishes to recognize our Consultants and Partners who excel in their work and demonstrate dedication and commitment to go above and beyond the call of duty. These persons carry out their project tasks with enthusiasm and a willingness to support the Dania Beach CRA and by extension the City of Dania Beach.

Therefore, the DBCRA and the CRA Board applauds the support we have received over the past five years from Jaime Castoro and Nattaliah Earle, PATCH Consultants who worked on the recently concluded United States Department of Agriculture Farmers Market Promotions Program, and DeLuca Foundation Grants. We appreciate their continuing contributions to the PATCH and we are delighted to present awards to them at this CRA Board meeting on November 9, 2021.

Their awards read as follows:

From the Dania Beach PATCH

Presented to Jaime Castoro and Nattaliah Earle

In Recognition of your Dedication and Commitment to Sustainable Farming

2021

MINUTES OF VIRTUAL MEETING
DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY
TUESDAY, OCTOBER 12, 2021 – 5:30 P.M.

1. Call to Order/Roll Call

Chair James called the meeting to order at 5:31 p.m.

Present:

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

2. Citizen Comments

There were no comments at this meeting.

3. Administrative Reports

3.1 Administrative Report

Director Chen reviewed the information included in the agenda packet, consisting of updates on the Dania Beach Innovation Ecosystem (the Dania Beach Business Academy), and Dania After Dark.

Board Member Lewellen asked if there is something in the DAD contract about rain dates.

Director Chen said yes, if we know rain is coming, we can cancel in advance. Also, the producer will provide a 20' x 50' tent on site for each event, which is included in our price; it will be located offset from the nautilus.

Director Chen continued with the update on Dania After Dark and the agreement with Atlantic Studios.

Chair James asked if we are going to be encouraging social distancing and if there would be restrictions concerning COVID.

Director Chen responded he has a lot of concern with this himself. Atlantic Studios has been doing numerous events for various cities. We will be paying attention to the positivity rates and people will be encouraged to wear masks.

Chair James noted she is concerned with the tent as there could be a lot of people under it who may not wish to wear masks outside and questioned what the plan is if it is too overcrowded.

Director Chen said we would work with Atlantic Studios; we will take note of the COVID situation and utilize social distancing as needed.

Chair James asked if there would be extra dates provided if an event is cancelled due to rain.

Director Chen said there are no extra dates in the contract and explained the vendors are booked in other cities and it would not work well to attempt to hold an event the following week.

Chair James questioned if we would receive a credit for an event cancelled in advance.

Director Chen explained there would be a 50% fee reduction if we call the event because of anticipated rain. There would still be costs to be covered even with advance notice.

Director Chen continued with his administrative report, consisting of updates on new business openings/events, and the PATCH, including the Growers Meet Up, launch of PATCH CSA pilot program (PATCH in a Box), and the Vertical Hydroponic Gardening pilot program.

4. Presentations

There were no presentations on the agenda.

5. Consent Agenda

5.1 Minutes:

Approve Minutes of September 13, 2021 CRA Board Hybrid Meeting

Approve Minutes of September 28, 2021 CRA Board Hybrid Budget Workshop

5.2 Travel Requests: None

5.3 RESOLUTION #2021-CRA-010

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

5.4 RESOLUTION #2021-CRA-011

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CRA OFFICIALS TO EXECUTE AN AGREEMENT WITHOUT COMPETITIVE BIDDING WITH WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L. TO PROVIDE LEGAL SERVICES AS SPECIAL COUNSEL TO THE CRA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

5.5 RESOLUTION #2021-CRA-012

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA, ADOPTING THE FINAL ESTIMATES OF REVENUE AND EXPENDITURES FOR THE FISCAL YEAR COMMENCING ON OCTOBER 1, 2021, AND ENDING ON SEPTEMBER 30, 2022; APPROPRIATING FUNDS AS MAY BE NEEDED OR DEEMED NECESSARY TO DEFRAY EXPENDITURES AND LIABILITIES OF THE CRA FOR THE FISCAL YEAR; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Board Member Lewellen motioned to approve the Consent Agenda; seconded by Board Member Davis. The motion carried unanimously.

6. Proposals and Bids

There were no proposals on this agenda.

7. Discussion and Possible Action

There were no discussion items on this agenda.

8. Board Member Comments

Chair James asked if staff has spoken to Dania Pointe about collaborative marketing of the Winterfest Parade as we had done in the past.

Director Chen responded he met with the Winterfest people at least five or six times. There were three meetings with Dania Pointe; they are not going to advertise in the Winterfest Parade with us as they did in the past. They said their advertising budget comes from a collection from all their tenants and with the previous collaboration, it was not beneficial for their tenants.

Chair James referenced the young lady who came before the Board with the lien on her house and said she believes it was resolved. She asked what the status was on this matter.

Eve Boutsis, Assistant City Attorney explained the settlement agreement provided to the lienholder has been signed and a check is being delivered tomorrow morning to them; we should be able to move forward with the house closing.

Director Chen said it was a serious effort by many at City Hall to get this facilitated and he addressed the process taken by City staff to get the check cut and delivered to Ryan & Ryan. This has been a very unfortunate thing and should have not happened, but it did. He explained it took us a long time to get it resolved and because of this, there were others who suffered expenses and he has committed the CRA to cover their costs.

Chair James noted she would be attending the upcoming FRA Conference.

9. Information Items

There were no information items on this agenda.

10. Adjournment

Chair James adjourned the meeting at 6:01 p.m.

ATTEST:

COMMUNITY REDEVELOPMENT
AGENCY

THOMAS SCHNEIDER, CMC
CRA SECRETARY

TAMARA JAMES
CHAIR – CRA

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

RATIFY RESOLUTION NO. 2021-CRA-013

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING EXECUTION OF A CORRECTIVE DEED FOR 40 NW 14 AVENUE, DANIA BEACH, FLORIDA BY MICHAEL CHEN, THE CRA EXECUTIVE DIRECTOR; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

FN Corrective Deed Admin Rpt. 110921, R-2021-CRA-013 Authorizing Corrective Deed (Blake) for 40 NW 14 Avenue

MEMORANDUM

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

From: Michael Chen, Executive Director

Date: November 9, 2021

Re: 40 NW 14th Avenue – Corrective Deed

Background:

The Dania Beach Community Redevelopment Agency (“CRA”) provided the site located at 40 NW 14th Avenue, Dania Beach, Florida (Folio Number: 5042-33-01-0190) for the development of a house meeting low-income affordable housing standards (80% AMI). Ms. Tremena Blake was approved as the buyer of the house.

In the course of preparing the documents for closing, it was determined that the legal description of the site was incorrect on the Deed. Subsequently, a Corrective Deed was prepared. To complete the Corrective Deed as a revised binding document, it needed to be signed and notarized by the Executive Director of the CRA and that execution must be authorized by the CRA Board.

In order to complete the closing in a timely manner and preserve the Broward County down payment assistance funds, the Authorizing Resolution was executed in advance of the Board action to approve it. The City Attorney authorized the circulation of a draft resolution to the CRA Board members and advised [them of the issue](#) in advance of the proposed action. No objections were received from any Board member to the resolution or the authorization of the Executive Director to execute the corrective deed.

Recommendation:

Approve the retroactive Resolution authorizing the Executive Director, Michael Chen to execute the Corrective Deed, and any and all documents associated with the transfer of the parcel to Ms. Tremena Blake.

RESOLUTION NO. 2021-CRA-013

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING EXECUTION OF A CORRECTIVE DEED FOR 40 NW 14 AVENUE, DANIA BEACH, FLORIDA BY MICHAEL CHEN, THE CRA EXECUTIVE DIRECTOR; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the CRA is providing a parcel of land to Ms. Tremena Blake, which parcel is known as 40 NW 14th Avenue, Dania Beach, Florida; and

WHEREAS, for the closing to proceed, the CRA needs to issue a corrective deed as there were a few errors on the deed; and

WHEREAS, the Executive Director, Michael Chen is authorized to execute the deed, and any and all documents associated with the transfer of the parcel to Ms. Blake.

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

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

Section 2. That the CRA Board authorizes execution by the CRA Executive Director, Michael Chen.

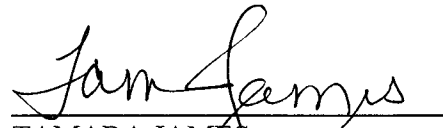
Section 3. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 4. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on October 19, 2021.

ATTEST:


THOMAS SCHNEIDER, CMC
BOARD SECRETARY


TAMARA JAMES
BOARD CHAIRPERSON

APPROVED AS TO FORM AND CORRECTNESS:

Thomas J.
Ansbro

Digitally signed by Thomas J. Ansbro
DN: cn=Thomas J. Ansbro, o=City of Dania
Beach, ou=Legal Department,
email=tansbro@danabeachfl.gov, c=US
Date: 2021.10.18 16:11:50 -0400

THOMAS J. ANSBRO
CRA ATTORNEY



CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE PROPER CRA OFFICIALS TO EXECUTE AN AGREEMENT WITHOUT COMPETITIVE BIDDING WITH WEECOMMUNICATE, INC. TO PROVIDE CUSTOMER RELATIONSHIP MANAGEMENT (CRM) SOFTWARE TO THE CRA

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

Revised Memo WEE Comm 110921, R-2021-CRA- WEEcommunicate, Inc. Agreement for Customer Relationship Management (CRM) Software, WEEcomm Agmt Rev (004) 11-9-2021, WEEComm Attachment A 11-9-2021

MEMORANDUM

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

From: Michael Chen, Executive Director

Date: November 9, 2021

Re: Customer Relationship Management (CRM) software

Background:

The Dania Beach Community Redevelopment Agency ("CRA") is endeavoring to expand our reach and effectiveness in communicating with our existing and future residents, businesses, and investors. We also need a platform to manage and conduct our Dania Beach Business Academy programs and promote CRA events.

The solution to meet the needs and objectives above is a Customer Relationship Management (CRM) software. CRM is a technology for managing an organization's relationships and interactions with customers (in our case constituents). CRM is a system tool that helps with contact management, sales/promotion management, and agent productivity. CRM tools are used to manage customer relationships through the customer lifecycle, from marketing, and digital commerce to customer service.

Update:

While all CRM software have a few common functions, each CRM software has unique functions, making each CRM software a "sole-source" solution with enhanced capabilities to support the specific needs/objectives of the user. After extensive research, the selected CRM that best suits the needs of the CRA is WEECOMMUNICATE. The WEECOMMUNICATE CRM software has been used to manage various database functions for Citrix and the US Department of Defense. The features of WEECOMMUNICATE are described below.

- CRM APP with:
 - Account/Contact management - 360 degree view of each contact
 - Unlimited contact segmentation with tagging - up to 12 available custom fields
 - Import of contacts / Advanced search / Export to spreadsheet
 - Add notes with reminders and designated assignments per contact
 - Scoring, status - List every activity of contact
 - Every user can customize the look and scope of data for the CRM dashboard
- Campaign Manager
 - Form builder: Create customizable web forms and publish anywhere. Form submissions will be automatically captured in CRM (e.g. publish a form on third party website and every lead is inserted into CRM in real-time)
 - List builder: Set up contact lists and integrate in real-time into MailChimp using our built-in MailChimp API

- Campaign tracking: Set up UTM tracking codes and measure the results of each marketing campaign in real-time
- Easy integration into Google Analytics, Zoom, and MailChimp
- **Event Manager**:
 - Create registration page for event with automatically published web page
 - Add-on fees depend on registration cost – NO fees for free events
 - Integrate Authorizenet payment account easily for paid events/services
 - Set up on-site events, hybrid events and virtual events with all details
 - Create virtual events with login and lobby pages fully integrated into Zoom
 - Trace/report event registrations and online usage in real-time (DB Academy)
- **User Management**:
 - Set up and edit users to system, review login audit
 - Manage user roles with access rights based on workflow
- **General Services**:
 - All data is hosted in our secure hosting facility (cloud). All data is encrypted
 - Server maintenance, software maintenance is included
 - Receive free security and feature updates as they become available
 - Access the system from any internet connected device (phone, tablet, laptop)

Financial Impact:

The initial first year cost will not exceed \$5,200.00, including the itemized costs below:

Due at contract execution:

Service	Annual Charge
Annual subscription license @ \$ 35 / per user per month	\$1,680.00
One-time implementation and configuration fee: \$ 500	500.00
On-boarding: virtual training of your project team (4 hours)	500.00
Domain set up	250.00
SSL set up	150.00
Total fees due at contract execution	\$3,080.00

Payable as used:

Est. additional training/customer support @ \$150/hr.	\$2,120.00
Total first year costs	\$5,180.00

Future year costs will be substantially less with the elimination of implementation fees reduction of add-on training fees.

Recommendation:

Approve the Resolution to initiate a subscription for the WEECOMMUNICATE CRM software.

cc: Frank DiPaolo
Monica Terrazas

RESOLUTION NO. 2021-CRA-014

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CRA OFFICIALS TO EXECUTE AN AGREEMENT WITHOUT COMPETITIVE BIDDING WITH WEECOMMUNICATE, INC. TO PROVIDE CUSTOMER RELATIONSHIP MANAGEMENT (CRM) SOFTWARE TO THE CRA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, WEEcommunicate, Inc. (the “Firm”) provides Customer Relationship Management (CRM) software licenses and services with unique features; and

WHEREAS, the Dania Beach Community Redevelopment Agency deems it in its best interest to subscribe to the CRM software provided by the Firm; and

WHEREAS, the Firm proposes to provide the subscription services, which services, including subscription and training shall not exceed Five Thousand Two Hundred Dollars (\$5,200.00) and is further described in the Master Service Agreement, attached and incorporated into this resolution as Exhibit A;

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

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

Section 2. That the CRA authorizes the Master Services Agreement to be executed with the Firm by the proper CRA officials, a copy of which Agreement is attached as Exhibit “A” and made a part of and incorporated into this Resolution by this reference for such services; provided, however that no agreement will be effective unless and until it has been executed by all parties.

Section 3. That the CRA is authorized to encumber up to Five Thousand Two Hundred Dollars (\$5,200.00) to pay for these services, as needed, in Fiscal Year 2021-2022.

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

Section 5. That funding for Customer Relationship Management Software is planned and is in the Community Redevelopment Agency budget for Fiscal Year 2021-2022 in the CRA Books/Publications, Memberships, Subscriptions Books & Subscriptions Account 106-52-01-552-54-10.

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

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

PASSED AND ADOPTED on November 9, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CRA CLERK

TAMARA JAMES
BOARD CHAIRPERSON

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CRA ATTORNEY

WEEcommunicate, Inc. MASTER SERVICES AGREEMENT

Important Notice: Please read completely before accessing or using any technologies or services ("the Service") provided by WEEcommunicate, Inc. or related companies.

By signing this agreement, or by accessing the Service, you are entering into a license agreement to use WEEcommunicate, Inc. Service. You are acknowledging a clear understanding and agreement of the terms of this license, and of your obligations, restrictions and rights of use as stated fully within. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCESS OR USE THE SERVICE. If you do not agree to these terms, do not login and/or use this Software and Service.

1. **Parties.** This Agreement is a legal agreement between you and system users of your site ("the Licensee") and WEEcommunicate, Inc. ("the Licensor") for using the technologies, software, services and documentation offered by WEEcommunicate, Inc. (the "Service") under the terms stated in this Agreement. Additional exhibits may supersede terms of this master services agreement, if expressly stated and executed by all parties.
2. **License.** Licensor grants Licensee a non-exclusive, non-transferable license to (1) use the technologies as "Software as a Service" ("SaaS") solely for its internal operations, and (2) copy the database records and documentation for archival or backup purposes only, provided that all titles, trademarks, and copyright, proprietary and restricted rights notices shall be reproduced in all such copies, and that all such copies shall be subject to the terms of this agreement. Licensee acknowledges that the right to copy and back up source code or any other code for any reason is expressly excluded from this agreement and strictly prohibited.
3. **Hosting and Data Access.** Licensor shall maintain hosting environment through professional hosting partners. Licensee shall be able to access the Service and data using (1) a compliant web browser and (2) appropriate internet access and with (3) assigned user access rights. Allocated data to Licensee shall be exclusively owned by Licensee. Licensee can request customized hosting environment. Additional fees may apply. Licensee shall have access to download data to spreadsheets using the offered data export features of the service. Licensor shall not be held liable or accountable in any way by Licensee in reference to hosting, maintenance, data loss, access, or other hosting related issues other than described herein. No refunds or other types of payments or contract terminations can be requested in any way, if not expressly stated otherwise in this agreement.
4. **Maintenance.** Licensee shall receive free updates of the Service as to be determined at the discretion of Licensor. Service updates usually relate to security features and free feature upgrades, and free changes of functionality to improve user experience that are not defined as change orders.
5. **Feature Scalability and Change Orders.** The service is offered to Licensee based on agreed upon features and functionality. The features and functionality are offered as modules ("APPS"). APPS are available on demand to Licensee. Licensee shall only pay for licensed APPS. Licensee can



request an APP / feature and functionality upgrade at anytime as a change order, which will amend the agreement. Additional licensee may apply.

6. **Errors and Remedies.** Licensee acknowledges that any software may operate with errors. Licensor represents to Licensee that upon release to Licensee, the Service shall operate without any errors, known to Licensor at the time of delivery. Errors are defined as server errors and functionality errors.
 - A. **Server errors.** Extended server down-time is defined as any failure of web server to pass incoming or outgoing TCP-IP requests for more than 10 minutes. Scheduled down-time during off-business hours, and down-time caused by network unavailability beyond Licensor's or Host's control, or outside the immediate web server are not defined as server down-time. Extended server down-time shall be calculated by pinging HTTP server every 5 minutes in 30 second thresholds and retrieving HTTP header. A failure of server to respond to two consecutive HTTP tests is considered the start of downtime until a successful HTTP header has been retrieved. Licensee shall receive proportional financial discount on subsequent invoice upon request within support task. No regular logs are provided. No other remedies apply. Extended server down-time is defined as any failure of web server to pass incoming or outgoing TCP-IP requests for more than 10 minutes. Scheduled down-time during off-business hours, and down-time caused by network unavailability beyond Licensor's or Host's control, or outside the immediate web server are not defined as server down-time. Extended server down-time shall be calculated by pinging HTTP server every 5 minutes in 30 second thresholds and retrieving HTTP header. A failure of server to respond to two consecutive HTTP tests is considered the start of downtime until a successful HTTP header has been retrieved. Licensee shall receive proportional financial discount on subsequent invoice upon request within support task. No regular logs are provided. No other remedies apply.
 - B. **Functionality errors.** Functionality errors are defined as clearly visible error messages or '500' messages on the screen when processing page requests. Functionality failures need to have their origin at technology application. Error messages need to be documented by Licensee and they must contain code references to be visible on the screen. Regular text-based messages to users alerting of any issues (i.e. popup messages "payment not accepted") do not represent functionality errors. Any functionality errors of embedded third party applications do not constitute functionality errors.
 - C. **Remedies.** Licensee shall issue a support ticket, by (1) contacting and alerting Licensor by email or phone (depending on service agreement), and (2) subsequently sufficiently describe error in writing / email showing URL links to affected page, and screenshot of affected functionality, and email to Licensor's dedicated support email address. Licensor will, during its normal business hours and at no cost to Licensee, use reasonable efforts to correct any errors which are reproducible and verifiable by Licensor, excluding any errors caused by uses of the Service which were not in accordance with the specifications.
7. **Distribution.** Except as explicitly provided herein, Licensee shall not: (1) make available nor distribute, sell or rent all or part of the Service to any third party by assignment or by any other means; (2) copy, adapt, reverse engineer, decompile, disassemble, or modify, in whole or in part, any of the technologies; or (3) use the Service to operate in or as a time-sharing, outsourcing, or service bureau environment, or in any way allow third party access to the Service.



8. **Payment.** Licensee shall pay the Price in accordance with the payment plan of the subscription. Payment of the Price shall be made by Licensee to Licensor in full and as per billing cycle in advance without any right of set-off or deduction. Licensee shall be responsible for any applicable sales or use taxes or any value added or similar taxes payable with respect to the licensing of the Service, or arising out of or in connection with this Agreement, other than taxes levied or imposed based upon Licensor's income.
9. **Interest.** Any invoice which is not timely paid in full as prescribed above will be subject to the accrual of interest at the statutory rate prescribed by applicable Florida law. Licensor reserves the right to (1) suspend access to Service, if Licensee fails to pay amount invoice, and (2) impose a reconnection fee in the amount of 25% of the monthly recurring subscription fee, but not less than \$150 in the event Licensee is suspended and thereafter request access to the Service.
10. **Security.** Licensee shall be fully responsible for maintaining professional use-of-system security, managing user rights according to best practices, and uploading files to the server, which are free of any viruses, malware, spyware or other code that may potentially compromise and / or harm the server security. Licensee shall hold Licensor harmless of any damages as a result of not maintaining system security.
11. **Proprietary Rights.** Licensee acknowledges and agrees that the copyright, patent, trade secret, and all other intellectual property rights of whatever nature in the Software, Documentation and Specifications are and shall remain the property of Licensor, and nothing in this Agreement should be construed as transferring any aspects of such rights to Licensee or any third party.
12. **Infringement.** Licensee hereby indemnifies Licensor against any claim for (1) alleged infringement of any U.S. registered copyright or patent, arising out of the use of the Software by Licensee in any manner prohibited by this Agreement and (2) any claim related to or arising out of a financial transaction or any other transaction and procedure, brought by any third party based on the use of the Software.
13. **Local Laws and Export Control.** The Service provided may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of the European Union. Licensee acknowledges and agrees that the Service shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States and/or the European Union maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Service, Licensee represents and warrants that Licensee is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. Licensee agrees to comply strictly with all U.S. and European Union laws including export laws and assumes sole responsibility for obtaining licenses to export or re-export as may be required. This site may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000. Licensor makes no representation that the Service is appropriate or available for use in other locations. If Licensee uses the Service from outside the United States of America and/or the European Union, Licensee is solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the Content contrary to United States or European Union (including European Union Member States) law is prohibited. None of the



Content, nor any information acquired through the use of the Service, is or will be used for any illegal activities.

14. WARRANTY DISCLAIMER, LIMITATION OF LIABILITY.

1. LICENSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, REGARDING THE MERCHANTABILITY, QUALITY, FUNCTIONALITY, PERFORMANCE OR FITNESS OF THE SOFTWARE.
2. THE SOFTWARE UTILIZES THIRD PARTY APPLICATIONS AS PART OF THE FUNCTIONALITY. BY USING THESE THIRD PARTY APPLICATIONS, LICENSEE SHALL ENTER INTO SEPARATE AGREEMENTS WITH EACH APPLICATION PROVIDER. LICENSOR SHALL NOT BE RESPONSIBLE FOR QUALITY, FUNCTIONALITY, PERFORMANCE OR FITNESS OF THESE THIRD PARTY APPLICATIONS.
3. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES SUFFERED AS A RESULT OF USING, MODIFYING, CONTRIBUTING, COPYING, DISTRIBUTING, OR DOWNLOADING THE SERVICE AND MATERIALS. IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE (INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTUOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF INFORMATION AVAILABLE FROM THIS SERVICE. LICENSEE HAS SOLE RESPONSIBILITY FOR THE ADEQUATE PROTECTION AND BACKUP OF DATA AND/OR EQUIPMENT USED IN CONNECTION WITH THE SERVICE AND LICENSEE WILL NOT MAKE A CLAIM AGAINST LICENSOR FOR LOST DATA, RE-RUN TIME, INACCURATE OUTPUT, WORK DELAYS, OR LOST PROFITS RESULTING FROM THE USE OF THE MATERIALS.
4. IF NOT EXPRESSIVELY STATED OTHERWISE, THE PARTIES COVENANT THAT UNDER NO CONDITIONS WILL ANY PARTY OR ANY AFFILIATE FILE ANY ACTION AGAINST THE OTHER IN ANY FORUM FOR ANY CLAIMS BASED ON OR RELATED TO THE USE OF THE SERVICE, AND THE PARTIES AGREE THAT ANY SUCH ACTION, IF FILED, SHALL BE DISMISSED UPON APPLICATION AND SHALL BE REFERRED FOR ARBITRATION HEREUNDER WITH COSTS AND ATTORNEY'S FEES TO THE PREVAILING PARTY.

15. General Termination. The License granted herein shall remain in effect for the agreed contract term. Either party may terminate the agreement after elapsed agreed upon contract term within a 30 day notice. Licensee cannot terminate the License prior to the agreed contract term. As an exception early termination may happen if in compliance with paragraph 16.

16. Termination by Licensee due to errors. Licensee can terminate the agreement by providing a 15 day notice of "for cause termination", if Licensor has been notified in writing by Licensee as described in par. 6C, and if Licensor cannot cure the same repeatedly occurring substantial service failure after 5 occurrences within a reasonable time frame. The definition of a reasonable time frame is related to the scope of the failure, and after Licensee has given Licensor a reasonable opportunity to remedy the failure. Licensee acknowledges that any (1) internet related outages (upstream or downstream of Licensor hosting server), or any (2) downtime outside of the Licensor data network, or any (3) failures of third party applications do not constitute a failure, the Licensor is responsible for or can influence, and Licensee cannot terminate the agreement in such case.

17. Termination by Licensor. The license may be terminated by Licensor upon no less than 30 days prior notice to Licensee, for any material breach of the Agreement by the Licensee, provided that the Licensee has not cured the breach within the 30-day notice period. This is without



prejudice to any other remedies which Licensor may have. Upon termination or cancellation of this Agreement, Licensee will not be allowed further access the Service including the software, functionality and its data, use of the Software, and shall destroy the manual and all downloaded or printed copies as well as access codes to the software. Termination shall not relieve Licensee's obligation to pay all amounts which are due and payable or which Licensee has agreed to pay. Licensee agrees and acknowledges that Licensor has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if Licensee's account is 30 days or more delinquent. Licensor reserves the right to increase recurring fees after elapsed agreed upon contract term at anytime.

18. **Florida Law.** This Agreement shall be deemed to have been executed in the State of Florida and will be governed by and construed in accordance with the laws of the State of Florida. The parties hereby consent to the jurisdiction of the courts of the State of Florida for the purpose of any action or proceeding brought by either of them in connection with this Agreement.
19. **Attorneys' Fees.** Licensee shall be responsible for Licensor's reasonable attorneys' fees associated with the enforcement of the terms of this Agreement or the collection of any amounts due under this Agreement.
20. **Entire Agreement.** This Agreement and its subscription terms as set forth in executed exhibits comprise the entire agreement between the parties regarding the subject matter hereof and supersedes and merges all prior proposals, understandings and all other agreements, oral and written between the parties relating to the Agreement.

Status: 09/01/2021

AGREEMENT EXECUTED ON DATE

LICENSOR-Name and Signature

DATE

WEEcommunicate, Inc.

LICENSEE-Name and Signature

DATE

End of document

ATTACHMENT A – FEES / SERVICES / FEATURES

STARTER PACKAGE

- This is a Self-Serve System. Client shall be granted access rights to use the system. No additional services are included other than email support for troubleshooting.
- The license is a Software as a Service (SaaS) license
- Terms: Annual agreement (duration 12 months from start date of license)
- Min. number of Users: 4 users included
- All terms of master service agreement apply

Fees Starter Package:

- Annual subscription / system user license of above APPS and features: \$ 35 / per user per month; total amount of \$420 / per user (total \$ 1,680) payable annually in the at the first of each billing cycle
- Add more users at \$ 35 / per user per month (prorated to billing cycle)
- One-time implementation and configuration fee: \$ 500
- On-boarding: flexible virtual on-boarding programs (training of your project team) starting at 4 hours at \$ 500 (see below more details)
- Custom domain name configuration (we set up application using your selected domain): \$ 250 set up plus \$ 150 annually for SSL certificate implementation and renewal
- Optional executive coaching, strategy sessions, and outsourcing of tasks (i.e. contact management, form creation & publishing, event management) is available on demand, additional fees in the amount if \$ 150/hr. apply

Fees:

Due at contract execution:

Service	Annual Charge
Annual subscription license @ \$ 35 / per user per month	\$1,680.00
One-time implementation and configuration fee: \$ 500	500.00
On-boarding: virtual training of your project team (4 hours)	500.00
Domain set up	250.00
SSL set up	150.00
Total fees due at contract execution	\$3,080.00

Payable as used:

Est. additional training/customer support @ \$150/hr.	\$2,120.00
Total first year costs	\$5,180.00

Included APPS and Features:

- CRM APP with:
 - account management
 - contact management
 - 360 degree view of each contact throughout life of contact
 - enhanced contact segmentation with unlimited tagging for accounts and contacts
 - up to 12 available custom fields

- advanced search
- export to spreadsheet with notification
- import of contacts
- cleaning routine of contacts
- add notes with reminders and owner assignments per contact and account
- scoring, status
- list every activity of contact such as form submissions, transactions
- every user can customize the look and feel and scope of data for their CRM dashboard
- Campaign manager
 - Form builder: create customizable web forms and publish anywhere at anytime. Form submissions will be automatically captured in CRM through built-in API (example: publish a form on third party website, affiliate or partner site, and every lead is inserted into CRM in real-time)
 - List builder: set up contact lists and either export them into the mailing system of your choice (i.e. constant contact) or integrate in real-time into MailChimp using our built-in MailChimp API (license fees of third party software is no included in this quote)
 - Campaign tracking: set up UTM tracking codes and measure the results of each marketing campaign in real-time
 - Easy integration into Google Analytics
 - Easy integration into MailChimp
- Event manager:
 - On demand use per event so no fixed costs will occur if not used
 - Create registration page for event with automatically published web page showing all features
 - Monetization optional as you can define registration fees
 - Integrate with your Authorizenet payment gateway account easily
 - Set up on-site events, hybrid events and virtual events with all details in user friendly website
 - Create virtual event with login, lobby, session pages fully integrated into Zoom (user your zoom account)
 - Tracing and reporting of event registrations and online usage in real-time (i.e. To issue credits in online academy configuration)
 - On demand fees for registration platform: FREE for free events, \$.50 per registration for payable events (SPECIAL OFFER discounted from \$ 1.00 per registration)
 - On demand fees per virtual event (one-day, up to 3 sessions): \$ 45 (SPECIAL OFFER discounted from \$ 99)
- User management:
 - Set up and edit users to system
 - Manage user roles with access rights based on workflow
 - Review login audit

General:

- Server maintenance, software maintenance is included and managed by our team
- You receive regular free security updates as they become available
- You receive various free feature and design upgrades as they become available
- There is NO download of any software required

- You can access the system from any device connected to the internet (i.e. phone, tablet, laptop, PC). Features may be limited based on the device due to screen size)
- The service is designed for user to be self-sufficient with info-icons and documentation. While all features are easy-to-use, some user knowledge is required to use the CRM functionality. We recommend our Executive Package” to leverage all features to the fullest, and generate a high return-on-investment

Included support with Starter Plan:

- System provides help icons on most pages to guide the user through each input field
- A help section opens up on each page with a description of features and “How to use” ideas
- Email support with one-day turn around. Our Enterprise Plans offer increased support for additional fees (i.e. phone support, in-person expert coaching sessions)
- Virtual on-boarding of your project team who will become “ambassadors” for your user team. Our on-boarding program encourages you to become an educated, self-sufficient team, proficient in online marketing

MEMORANDUM

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

From: Michael Chen, Executive Director

Date: November 9, 2021

Re: At Home Dania Beach

Background: In FY2019, CRA planned and commenced the Affordable Housing Development and First-time Homebuyer Program initiatives to help address the shortage of affordable housing in the Redevelopment Area. These initiatives focused on low-to-moderate income households already residing in the City of Dania Beach. As a pilot program, the CRA, through multiple partnerships, initiated the development of six (6) single-family, 3-bedroom/2-bathroom homes.

Update: This discussion is about initiating “Round 2” of At Home Dania Beach - and the five buildable parcels listed in the table below. These parcels are the candidates for the next round of At Home Dania Beach development sites.

CRA-Owned Properties (137 NW 4th Ave, Urban Group Appraised Value, 06/21/21)							
Property Address	Site Area (sf)	Req Dimensions (ft)		Actual Dimensions (ft)		Appraised Land Val	Zoned Dist / Designation
		Width	Depth	Width	Depth		
NW 14 Way	4,900	60	90	70	70	\$54,243	NBHO - Res
137 NW 4 Ave	5,421	50	100	52	109	\$60,010	City Center (Comm1/MU)
608 W Dania Beach Blvd	10,850	50	100			\$120,110	NBHO - Mixed Use
Old Griffin Rd	4,231	60	90	58/32	100/103	\$46,837	NBHO - Res
56 NW 8 Ave	8,435	60	90	50/49	167/179	\$93,375	NBHO - Res
Totals:	33,837					\$374,576	

The Financials: According to the Florida Housing Coalition, organization of affordable housing advocates and resources, the issue of whether housing meets the technical definition of “affordable” ceases to be a societal concern when the income of the occupant exceeds 80% or 120% of the area median income.

To understand the two options cited by the Florida Housing Coalition, I researched the factors associated with both Low-Income Housing (80% AMI) and Moderate-Income Housing (120% AMI). (AMI = Area Median Income for households specific to Broward County, as established by HUD.) The maximum allowable household income to qualify for defined affordable housing varies by the number of people in the household. The 2021 Income Limits for Broward County are reflected in the table below. The 4-Person household income level is highlighted, as we are focused on housing to accommodate families of four.

HOUSEHOLD SIZE	80% AMI	100% AMI	120% AMI
1 Person	\$49,300	\$61,600	\$73,920
2 Person	\$56,350	\$70,400	\$84,480
3 Person	\$63,400	\$79,200	\$95,040
4 Person	\$70,400	\$88,000	\$105,600

The other side of the housing affordability issue is the maximum sales price of the house to qualify Low-Income Housing (80% AMI) and Moderate-Income Housing (120% AMI). The develop a realistic analysis of the cost to construct Low-Income and Moderate-Income Housing I researched reliable construction cost resources, including but not limited to: home-cost.com/construction, homeguide.com/costs, homeadvisor.com/cost, and the Miami-Dade Housing Foundation (developer for first 6 At Home houses). Based on a generic 3-bedroom/2-bath house of 1,500sf house that would meet the HUD standards to accommodate a household of four people, and with finishes appropriate to the designated affordability standard, the resulting analyses are reflected in the table below.

	Moderate Income (Workforce) (Broward 120% AMI)		Low Income Affordable (Broward 80% AMI)	
Maximum price		\$261,000.00		\$212,000.00
Less Sales Costs	3.00%	-\$7,830.00	3.00%	-\$6,360.00
Net Revenue		\$253,170.00		\$205,640.00
Line-Item Cost	Unit Cost	\$ / House	Unit Cost	\$ / House
Hard costs (\$/sf)	\$122.00	\$183,000.00	\$110.00	\$165,000.00
Land Cost		\$0.00		\$0.00
Soft Costs (\$/sf)	\$16.00	\$24,000.00	\$16.00	\$24,000.00
Const Mgmt./Holding Costs	\$19.00	\$28,500.00	\$19.00	\$28,500.00
Sub-Total		\$235,500.00		\$217,500.00
Financing Costs (% of sub-total)	5.50%	\$12,952.50	5.50%	\$11,962.50
Total:		\$248,452.50		\$229,462.50
Net Rev		\$4,717.50		-\$23,822.50

According to the Miami-Dade Housing Foundation and substantiated by the cost analyses above, at today's construction costs it is not possible to build Low-Income Housing (80% AMI) without; 1) free land **and** 2) a construction cost subsidy. However, it is possible to build Moderate Income Housing (120% AMI) at today's typical development costs with only a limited reduction of market value land cost.

It should be noted, HUD certified affordable housing builders may have economic advantages not reflected in the table above. EXAMPLE: A HUD certified affordable housing builder that also offer homebuyer training programs and homebuyer income qualification verification services may have a waiting list of qualified buyers, thus eliminating the Sales Cost.

Affordable Housing Incentives: The final issue to explore are the County and State incentives available to offset the deficient financial gaps associated with the development/construction of Low-Income and Moderate-Income Housing. For this research, I conferred with the Broward County Housing Finance & Community Redevelopment Division.

In the case of Moderate-Income Housing in Dania Beach, there are no buyer or developer incentives available from Broward County or the State of Florida.

In the case of Low-Income Housing in Dania Beach, Broward County offers a qualified homebuyer down payment assistance program – for the round-1 At Home houses, Broward provided a \$20,000 down payment assistance for each house. There are no Broward programs to assist the developer with the cost of building a qualifying house. Depending on the funding allocations of the Florida Legislature in any given year, the State may offer subsidies for the development of Low-Income Housing. When available, these subsidies are usually awarded on a “lottery” system for projects with minimum density requirements (usually 250 – 300 units or more). In the case of single-family homes, there are no State incentives.

Recommendation: The requirements to construct Low-Income Housing in today’s construction market according to the Miami-Dade Housing Foundation and substantiated by the cost analysis it is not possible to build Low-Income Housing (80% AMI) without; 1) free land (the value of each CRA-owned site is +\$50,000) **and** 2) a construction cost subsidy (deficiency by analysis is \$25,000. Thus, the CRA would have to provide a minimum of \$75,000 of lost income and out-of-pocket funding to facilitate a Low-Income homebuyer to receive the \$20,000 down payment assistance from Broward County.

According to the Florida Housing Coalition, Workforce Affordable housing serves the needs of people employed in the jobs that we rely upon to make every community viable.

Therefore, the CRA recommends putting all five buildable parcels up for the development of single-family, Moderate-Income Housing by RFP, with the following conditions:

- The RFP will seek for proposals for the fee-simple acquisition of all buildable parcels from a qualified developer. Key evaluation criteria will include:
 - The highest proposed price from an active, qualified affordable housing builder.
 - For the selected qualified buyer, acquisition payment terms will be considered, but full payment must be paid to the CRA by the closing of the sale of the completed house.
 - Respondent team must include a HUD Approved Housing Counseling Agency.
 - Depth of Moderate-Income Housing development experience will be considered.
 - Financial capability/stability of the respondent will be considered.
 - Reputation for quality, reliability, and ethical standards in the affordable housing industry will be considered.

- The selected respondent will be responsible for securing technical services; design/engineering; plan review and building permits; construction services, materials/labor, construction financing; and marketing, sales, buyer qualification services, and all other activities to build and sell the houses to a qualified buyer.
- Each parcel will include a covenant specifying that it shall be developed with:
 - A single-family house with a sales price (at the time of sale) that meets the HUD criteria for Broward County Moderate-Income Housing (120% AMI).
 - Each house must accommodate a minimum of a 4-person household with at least 3-bedrooms and 2-bathrooms within approximately 1,500sf.
 - Each house shall include complete kitchen and laundry appliance packages,
 - The front elevation of each house should have architectural characteristics different from every other house developed under this agreement, and the architecture of all houses must be compatible with the typical housing in the immediate neighborhood.
- The CRA will provide an At Home Dania Beach \$10,000 down payment assistance grant to a “certified” income qualified buyer who is a public service worker in the fields of police, fire/EMT, healthcare, or education in an institution/organization located within the City of Dania Beach. To be considered, the applicant must have served in the qualifying capacity within Broward County for a minimum of six (6) months before their application. The grant shall be recorded as a subordinated mortgage on the house. If the grantee’s qualifying conditions change, or if the qualifying applicant ceases to be an occupant of the house for a period of ten (10) years, the grant shall convert to a loan and the \$10,000.00 down payment assistance loan shall become immediately repayable to the CRA. If the qualifying condition is maintained for a minimum of ten (10) years, the subordinated mortgage will be released upon request within a reasonable processing period.

The CRA is requesting the Board’s approval to proceed with the above recommendations.