

DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING
AUGUST 23, 2022 at 5:30 PM
PUBLIC MEETING AND PUBLIC COMMENTS PROCEDURE

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

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

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

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

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

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

Participating in a public meeting using the video conference platform:

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

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

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

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

**Instructions for Participating and Viewing
Dania Beach CRA Board Hybrid Meeting
August 23, 2022 at 5:30 PM**

Through the City's Website:

Please click the link below:

www.daniabeachfl.gov/2654/Watch-DaniaTV

Through Comcast Channel 78:

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

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

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

Options for Viewing and Participating in the Meeting Using Zoom

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

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

Using your telephone

One tap mobile :

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

Or Telephone:

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

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

Webinar ID: 831 7608 4770

To raise hand and be acknowledged to speak:

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

AGENDA
COMMUNITY REDEVELOPMENT AGENCY
HYBRID REGULAR MEETING
TUESDAY, AUGUST 23, 2022 - 5:30 PM

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

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

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

IN CONSIDERATION OF OTHERS, WE ASK THAT YOU:

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

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

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

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

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

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

1. CALL TO ORDER/ROLL CALL

2. CITIZEN COMMENTS

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

3. ADMINISTRATIVE REPORTS

1. Administrative Reports

4. PRESENTATIONS

5. CONSENT AGENDA

1. Minutes:
Approve Minutes of July 12, 2022 CRA Board Hybrid Meeting
2. Travel Requests: None

6. PROPOSALS AND BIDS

7. DISCUSSION AND POSSIBLE ACTION

1. RESOLUTION NO. 2022-CRA-005

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

2. CRA Fiscal Year 2022/23 Proposed Budget - CRA Executive Director Chen

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: August 23, 2022
Re: Administrative Report

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

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

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

1. CRA PLAN UPDATE

The VHB Scope of Work was revised to include a strategic plan for the PATCH. To get a solid understanding of what the PATCH has been doing, its programs, and its opportunities for the future, VHB met with Kathleen Weekes, Leon Carroll, Jaime Castoro, Nattaliah Earle, and Arely Lozano. Neale Stralow attended in person and VHB's urban garden planner was connected via Zoom. This was an enthusiastic, highly engaged interaction.

VHB has conveyed a draft of the Existing Conditions Section of the plan update, including real estate trend reports in the CRA. These drafts were conveyed to the Board via email.

2. 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: In collaboration with SCORE and Broward County, the Dania Beach Business Academy is presenting a “**First-Time Homebuyer**” program during August. The Mayor welcomed the class at the August 10 session. To date, there are 81 registrations and the August 10th class maintained about 40 attendees throughout the 2-hour session.

3. DANIA AFTER DARK

Update: The August 13th Dania After Dark event featured the Mary Washington Brooks Band, a R&B opener, with Deep Fried Funk, R&B, Pop, and Funk, as the entertainment headliner. Television appearances include: Deep Fried Funk has been featured on numerous TV shows such as: The Craig Kilborn Show, PBS Disco Special, The Today Show, The Ellen DeGeneres Show, and The Queen Latifah Show.

The food trucks/vendors included:

- The Greek – Authentic Greek – from-scratch Gyro meat
- Don Chingon – Authentic Mexican cuisine
- Mama’s Taste of the World – Italian & seafood
- Kitchen Thirteen 33 – Cuban cuisine
- Garden Diva – All Vegan Cuisine - amazing hummus & fantastic vegan crunch wrap
- Inspir-Asian – Asian cuisine
- Flavor House Grill – Jamaican cuisine
- Wanda’s Kitchen – Puerto Rican cuisine
- Wontons On Wheels – Flavors of from around world
- Jakes Drive-In Burgers – Gourmet burgers

In addition to threatening weather, set up of the event was challenged by the Broward County polling station at the Dania Beach Library. The 150-foot no conflict zone spanned south across the entire entry plaza to City Hall and ran almost to the garage. Also, they would not allow W. 1st Ave. to be closed at Dania Beach Blvd. Taking care not to conflict with the polling station, most of the merchant vendors set up on the lawn in front of the garage. The solution was a bit cramped, but functioned just fine. Kudos to Kisha and Chris of Atlantic Studios for their agile adaptation to the challenge.

The next Dania After Dark event will be held on September 10th.

4. TRACKING DANIA BEACH BUSINESSES

At the July CRA Meeting, a question was posed regarding our ability to track the opening/closing of businesses in Dania Beach. The short answer is no. According to US Census Bureau – Economic Indicators, the total employer-based firms in Dania Beach is 1,106 (reference year 2017), which does not include sole proprietorships and home-based businesses, and the development of Dania Pointe.

In retail, rather than counting the number of businesses a better measure of a healthy retail environment is their annual sales. By performing a Claritas Retail Gap Analysis (Dania Beach 2022 Retail Opportunity Gap attached) I found the 2022 retail sales forecasted for Dania Beach is \$1,299,089,716 for 2022, up 10.1% from 2021 (\$1,179,612,979). This reflects solid recovery progress from the disruptive impacts of COVID. However, the cruise business at Port Everglades is only running at 30% to 35% during most of 2022.

5. ECONOMIC DEVELOPMENT ACTIVITIES

BRAVO (Business Risk and Value of Operation) Visits: We met with Todd Holt, VP Greater Ft Lauderdale Alliance. Todd agreed to send a rep from the Alliance, when possible, to join our Business Attraction Manager on his relationship building visits to our businesses and property owners. Visits this past month include:

- Artesano Café & Lounge (6 S Federal Hwy.): A cozy atmosphere with live music most nights. Espresso/lattes and a wide selection of craft beer and wines. Lite bites, homemade soups, pizza, charcuterie, and sandwiches on house made focaccia.
- Atlantic Florida Dental (250 E Dania Beach Blvd): Dr. Thomas Schopler has been practicing dentistry for over 45 years. Four dentists on staff provide services in regular dentistry and implant surgery at affordable pricing.
- Angler's Bait and Tackle (250 E Dania Beach Blvd.): A Dania Beach Landmark for 45 years. Offering fresh/frozen bait, tips on fishing, equipment, and fishing Charters.
- Mr. Sharpie Locksmith (328 S Federal Hwy): Open for 33 years, now under new ownership. Providing knife sharpening services and expert locksmith services for residential/commercial properties, automotive, mailboxes and everything with a key.
- Grandpa's Café Bagels Bakery & Deli (17 SW 1st St): Open under with new ownership for the past year. Owner Mark Fried partners in 7 restaurants in NY. Plans for a 1-year celebration since they were unable to have a grand opening.
- Got Cars / LTG (1221 Stirling Rd): Transportation services for personal, group, and corporate events - local or cross country. Their Fleet contains, Cadillacs, Mercedes-Benz, Rolls Royce, Sprinter Vans, Mini Vans, and Motorcoaches.
- Zen Mystery Café and Teahouse (56 N Federal Hwy): An organic lounge and vegan café selling candles, incense, and organic homemade bakery items. Yoga parties, Meditations, and reiki sound and healing circles. Live jazz music on the weekends.
- Dolphin Jewelers Inc. (52 N Federal Hwy): Boutique jewelry store specializing in custom designs made in-house. Jewelry repairs, watch batteries, engagement rings. Buys jewelry and diamonds.

- Canino's Karate & Boxing Studio (52 N Federal Hwy): Bonnie Canino (The Cobra) and Yvonne Reis are well-known boxing, kickboxing, and martial arts champions. They offer private training and self-defense classes from 6th graders to adults.
- Dania Discount Drugs/Rexall Drugs (16-18 S Federal Hwy.): Current ownership since 1974, provides full-service prescription pharmacy services. Also is an Amazon locker for package pick up. A property sale is pending – plans for an office building.
- The Place at Dania Beach (180 E Dania Beach Blvd.): “Affordable Luxury” with 144 units (1-BR @ \$1950/mon., 2-BR @ \$2450/mon., 3-BR townhouse @ \$3600/mon.), 95% occupied. There are 2 retail spaces available with very limited parking.
- WHATAWORKOUT (180 E Dania Beach Blvd.): Jimmy Escobar, a Dania Beach resident offers personal/group training classes. Free weights, kettlebells, treadmills, and stationary bikes. Also, self-defense, muscle toning, core strength training.

New Apartment Coming Online: Oasis Pointe Residences on Bryan Rd, a market rate apartment loaded with amenities, is now leasing - 1-BR units range from \$1,965 to \$2,445, 2-BR range from \$2,770 to \$3,220, 3-BR/2BT (only one), with 1,275sf is \$4,235.

6. PATCH

PATCH Donates Summer Produce: As the PATCH prepares to start fall planting, we were able to donate produce to residents of Saratoga Crossings and Harvest International Outreach Ministries. In July and August, we delivered 167 pounds of mixed produce to our neighbors. We are currently preparing a new growing program to boost production for our CSA and Memorial Hospital Prescription Rx programs, which will be resumed in the fall.

PATCH Presents to Summer Break Spot Students: PATCH team members participated in the Parks and Recreation Department's Summer Break Spot and did presentations to students at CW Thomas and PJ Meli Parks. PATCH Farm and Market Coordinator, Amado Diaz, provided information on enrichment activities and materials related to healthy eating and agriculture. Photos of the visits are attached.

Retail Type (NAICS)	Demand	Supply	Opportunity Gap / Surplus
Total Retail / Food and Drink (NAICS 44, 45, 722)	\$622,975,321	\$1,299,089,716	(\$676,114,395)
Total retail trade (NAICS 44, 45)	\$561,064,800	\$1,197,745,850	(\$636,681,050)
Total food / drink (NAICS 722)	\$61,910,521	\$101,343,866	(\$39,433,345)
Motor Vehicle, Parts Dealers			
New car dealers (NAICS 44111)	110,095,800	259,525,954	(149,430,154)
Used car dealers (NAICS 44112)	13,841,426	139,191	13,702,235
Recreational vehicle dealers (NAICS 44121)	3,033,431	424,965	2,608,466
Boat dealers (NAICS 441222)	1,811,060	69,969,494	(68,158,434)
Motorcycle, ATV, other motor vehicles (NAICS 441228)	4,098,554	9,983,440	(5,884,886)
Automotive parts, accessories stores (NAICS 44131)	5,870,921	17,936,038	(12,065,117)
Tire dealers (NAICS 44132)	3,416,298	10,538,284	(7,121,986)
Furniture, Home Furnishings Stores			
Furniture stores (NAICS 4421)	5,740,628	44,740,362	(38,999,734)
Floor covering stores (NAICS 44221)	894,707	9,525,014	(8,630,307)
Window treatment stores (NAICS 442291)	144,366	1,307,649	(1,163,283)
All other home furnishings stores (NAICS 442299)	2,421,422	9,402,553	(6,981,131)
Electronics, Appliance Stores			
Household appliance stores (NAICS 443141)	1,886,521	809,445	1,077,076
Electronics stores (NAICS 443142)	5,223,326	13,426,345	(8,203,019)
Building Material, Garden Equipment, Supplies Dealers			
Home centers (NAICS 44411)	20,609,777	38,674,451	(18,064,674)
Paint, wallpaper stores (NAICS 44412)	1,266,091	259,171	1,006,920
Hardware stores (NAICS 44413)	3,214,838	6,345,304	(3,130,466)
Other building material dealers (NAICS 44419)	12,533,850	39,505,000	(26,971,150)
Outdoor power equipment stores (NAICS 44421)	1,073,489	692,828	380,661
Nursery, garden, farm supplies (NAICS 44422)	4,226,060	726,613	3,499,447
Food, Beverage Stores			
Supermarkets, grocery (excl conv) (NAICS 44511)	67,795,696	131,786,252	(63,990,556)
Convenience stores (NAICS 44512)	3,102,952	6,684,593	(3,581,641)
Meat markets (NAICS 44521)	611,713	1,579,585	(967,872)
Fish, seafood markets (NAICS 44522)	240,331	307,191	(66,860)
Fruit, vegetable markets (NAICS 44523)	419,153	97,320	321,833
Other specialty food stores (NAICS 44529)	749,721	543,661	206,060
Beer, wine, liquor stores (NAICS 4453)	5,977,678	5,392,490	585,188
Health, Personal Care Stores			
Pharmacies, drug stores (NAICS 44611)	30,899,794	56,549,979	(25,650,185)
Cosmetics, beauty supplies, perfume (NAICS 44612)	2,072,901	7,614,531	(5,541,630)
Optical goods stores (NAICS 44613)	847,136	2,970,340	(2,123,204)
Food (health) supplement stores (NAICS 446191)	574,520	1,825,143	(1,250,623)
Other health, personal care (NAICS 446199)	1,064,382	2,221,469	(1,157,087)
Gasoline Stations			
Gasoline stations (NAICS 447)	45,988,054	50,228,291	(4,240,237)

Retail Type (NAICS)	Demand	Supply	Opportunity Gap / Surplus
Clothing, Clothing Accessories			
Men's clothing stores (NAICS 44811)	568,060	2,633,721	(2,065,661)
Women's clothing stores (NAICS 44812)	2,283,218	4,675,933	(2,392,715)
Children's, infants' clothing stores (NAICS 44813)	377,138	649,791	(272,653)
Family clothing stores (NAICS 44814)	7,579,163	12,588,170	(5,009,007)
Clothing accessories stores (NAICS 44815)	617,783	2,151,980	(1,534,197)
Other clothing stores (NAICS 44819)	1,173,144	3,503,209	(2,330,065)
Shoe stores (NAICS 4482)	2,623,409	3,526,738	(903,329)
Jewelry stores (NAICS 44831)	2,335,754	7,886,428	(5,550,674)
Luggage, leather goods stores (NAICS 44832)	1,360,783	3,559,071	(2,198,288)
Sporting Goods, Hobby, Musical Inst, Books			
Sporting goods stores (NAICS 45111)	3,967,813	9,493,116	(5,525,303)
Hobby, toys, games (NAICS 45112)	1,256,460	2,775,275	(1,518,815)
Sewing, piece goods (NAICS 45113)	232,781	1,051,593	(818,812)
Musical inst, supplies (NAICS 45114)	356,685	611,501	(254,816)
Book stores (NAICS 451211)	676,237	3,150,703	(2,474,466)
News dealers, newsstands (NAICS 451212)	56,865	0	56,865
General Merchandise Stores			
Department stores (NAICS 4522)	8,191,056	4,207,936	3,983,120
Warehouse clubs, supercenters (NAICS 452311)	54,993,694	87,860,839	(32,867,145)
Other general merchandise (NAICS 452319)	5,790,032	0	5,790,032
Miscellaneous Store Retailers			
Florists (NAICS 4531)	531,256	724,459	(193,203)
Office supplies, stationery stores (NAICS 45321)	998,190	3,329,087	(2,330,897)
Gift, novelty, souvenirs (NAICS 45322)	1,345,470	3,611,265	(2,265,795)
Used merchandise stores (NAICS 4533)	1,576,709	1,676,530	(99,821)
Pet, pet supplies stores (NAICS 45391)	2,142,338	5,003,623	(2,861,285)
Art dealers (NAICS 45392)	973,954	912,906	61,048
Mfg'd (mobile) home dealers (NAICS 45393)	568,142	1,324,784	(756,642)
Tobacco stores (NAICS 453991)	1,404,208	5,233,274	(3,829,066)
Other misc retailers (excl tobacco) (NAICS 453998)	2,137,348	8,119,064	(5,981,716)
Non-store Retailers			
Electronic shopping, mail-order houses (NAICS 4541)	88,467,042	215,751,908	(127,284,866)
Vending machine operators (NAICS 4542)	644,538	0	644,538
Fuel dealers (NAICS 45431)	1,942,072	0	1,942,072
Other direct selling (NAICS 45439)	2,146,857	0	2,146,857
Food Services, Drinking Places			
Food service contractors (NAICS 72231)	3,926,240	2,518,596	1,407,644
Caterers (NAICS 72232)	954,211	1,947,249	(993,038)
Mobile food services (NAICS 72233)	93,190	18,589	74,601
Drinking places (alcoholic beverages) (NAICS 7224)	1,798,342	2,132,278	(333,936)
Full-service restaurants (NAICS 722511)	27,248,987	58,192,450	(30,943,463)
Limited-service restaurants (NAICS 722513)	23,661,529	27,158,821	(3,497,292)
Cafeterias, grills, buffets (NAICS 722514)	603,076	954,948	(351,872)
Snack, non-alcoholic beverages (NAICS 722515)	3,624,948	8,420,936	(4,795,988)

MEMORANDUM

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

From: Michael Chen, Executive Director

Date: August 23, 2022

Re: **2022 Florida Festivals and Event Assn. (FFEA) Annual Conference and Awards**

Background: The Florida Festivals and Events Association (FFEA) is a not-for-profit organization dedicated to supporting and promoting more than 3,500 festivals, events, and fairs in the state of Florida through education, networking, dissemination of information, and the cultivation of high event standards.

Each year FFEA recognizes the achievements of statewide festivals through its SUNSational Awards which are presented at the Association's Annual Conference. Since its inception in 2013, the Dania Beach Arts and Seafood Celebration has applied for and won over 30 FFEA awards. Our event has been consistent with its creative marketing messaging as it pursues its goal to showcase the City of Dania Beach.

Current Situation: After this year's 2022 Arts and Seafood Celebration, the CRA applied for the following awards in the \$50,000 - \$249,999 budget category:

- Promotional Mailer
- Promotional Poster
- Commemorative Poster
- Program/Event Guide
- Tickets
- T-Shirt
- Banners
- Photo
- Website
- P.R. Media Campaign
- TV Ads/PSA Entry

On July 12, 2022, the CRA was advised one or more of our entries won SUNSational Awards. The awards are being presented on Wednesday, August 24, 2022, at the Hyatt Regency Resort in Orlando Florida, during the 28th Annual FFEA Conference and Trade Show.

The CRA Operations Manager and Strategic Communications and Community Outreach Representative are attending the Conference and will receive the Awards.



PATCH PRESENTATIONS AT CITY'S SUMMER CAMPS

MINUTES OF HYBRID MEETING
DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY
TUESDAY, JULY 12, 2022 – 5:30 P.M.

1. Call to Order/Roll Call

Chair James called the meeting to order at 5:30 p.m.

Present:

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

2. Citizen Comments

There were no comments at this meeting.

3. Administrative Reports

3.1 Administrative Report

Director Chen reviewed the information included in the agenda packet, consisting of updates on contacting CRA staff, the CRA Plan update, the Dania Beach Innovation Ecosystem (the Dania Beach Business Academy and the Passions To Profits program), Dania After Dark, economic development activities (pending Façade Grant inquiries and BRAVO business visits), and the PATCH (volunteer donation and Parks & Recreation Summer Camp visits).

Chair James asked if Shenanigans and Home Designing are through the Façade Grant process or if they are incomplete.

Director Chen noted staff will try to get the applications to the table soon, but they are still in the process.

Chair James questioned what the plan is to get people into this program.

Director Chen explained staff is doing everything to get the notice out about the Façade program. He thinks there is still some tightness to the economy and businesses are having trouble getting construction estimates, which are required in the grant application process.

Board Member Davis questioned the BRAVO visits and what happens during the visits.

Director Chen responded staff goes out and meets face to face with our business owners to introduce them to the CRA and let them know we are here to service them; we let them know about the Façade Grant program and Business Academy. In general, the BRAVO is a meaningless title, but he picked it up from the Fort Lauderdale Alliance and the letters have no meaning in and of themselves.

4. Presentations

4.1 Emerging Arts District Downtown Dania Beach

Director Chen noted he is very enthusiastic about bringing this to the Board tonight and he reviewed the information included in the agenda packet.

Lloyd S. Goradesky, Innovative Public Art Group, LLC (sculptor of the Let Love Guide Your Way weathervane) addressed public art and the significance of it in Dania Beach. He thanked the City for creating the Public Art Advisory Board to move art forward in the City.

Kisha Eugene, CRA Strategic Communications & Community Outreach Representative, introduced the following representatives of businesses in Dania Beach who collectively gave a PowerPoint presentation which is attached to and incorporated into these minutes:

Robert Stern, Robert Stern Glass Art
Jason Wenig, Creative Workshop
Marshall Stauber, Art Dania
Mark Cameron, Junkanoo Restaurant
Nicole Stodard, PhD, Thinking Cap Theatre
Juan Cantor, We Are Mad
Tess Aptakin, We Are Mad
Scot Distefano, architect for We Are Mad

5. Consent Agenda

5.1 Minutes:
Approve Minutes of June 14, 2022 CRA Board Hybrid Meeting

5.2 Travel Requests: None

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

6. Proposals and Bids

There were no proposals on this agenda.

7. Discussion and Possible Action

There were no discussion items on this agenda.

8. Board Member Comments

Board Member Davis thanked all the artists and everyone who came out this evening for making Dania Beach so much more exciting with all the projects that are coming to us and to the CRA District. This is our long vision that we have been wanting to see for quite some time and it makes it more exciting to call our City home.

Vice-Chair Salvino said he wanted to bring up the grant monies we are using for the Façade Program. He realizes what the problems are with the contractors and materials; it is a little more difficult to get the grants out there. Also, some businesses are not doing that well and the match does not go that far anymore because of the cost of the materials. He would like an update from the CRA in the areas of some of the things that are going on right now, like what the Director has created and what has been going on, what businesses are coming into the City, and what businesses have gone out of the City. He noted Checkers is an empty restaurant and has a drive-thru that is not allowed anymore but is already grandfathered in; he is shocked we do not have something going on there besides code violations.

Vice-Chair Salvino requested that at the next meeting, Director Chen provide updates on what businesses are stagnant and which ones are not because he would like to know what is going on. With all the other things that are happening that we are talking about in the CRA District, it seems like we are stagnant right now. He does not know where we are with the businesses. Regarding our business district, especially with talk about building in the area where we do not have any RAC units available for another two years, there are a lot of things he would like to propose. He will meet with Director Chen, and he can bring it up at the next meeting. We need to talk about some of the areas people want to develop and we cannot build it right now. We are two years away from issuing the permit because there are no RAC units available.

Chair James commented she wants discussion next time and questioned if an appraisal was ever done on the land that Vice-Chair Salvino asked about at the June meeting.

Vice-Chair Salvino noted we were talking about appraisals on the lots that we were either going to put up for sale or put back in our coffers so we could do certain things with the programs.

Director Chen responded the appraisal was done and he thought it was reported back to the Board, but he would be happy to provide it.

Chair James noted at the last meeting Director Chen said we never discussed developing those properties on Phippen Waiters Road, but we did last year. She has the meeting minutes available and Director Chen's memo which talks about the four adjacent parcels and putting them up for development for multi-family housing, low density townhomes. She would like to go back and address those things because we have a lot of opportunities, and we are providing first-time homebuyers assistance with these programs. She wants to make sure that we are also focusing on putting people in homes in these communities and not just building. She loves the arts and entertainment district which we have envisioned for a long time, but she does not want to lose sight of the people who live in our CRA District and the other missions of our district. She wants to make sure the community is involved in these decisions that we are making if we are not going to do these At Home Dania Beach phases and turn them into different projects that we did not discuss beforehand.

9. Information Items

There were no items on this agenda.

10. Adjournment

Chair James adjourned the meeting at 6:50 p.m.

ATTEST:

COMMUNITY REDEVELOPMENT
AGENCY

THOMAS SCHNEIDER, CMC
CRA SECRETARY

TAMARA JAMES
CHAIR – CRA

MEMORANDUM

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

From: Michael Chen, Executive Director

Date: August 23, 2022

Re: **Skyspaces of Dania Beach Agreement - 25 North Federal Highway**

Background: The CRA has specific high priority objectives, which were brought to light during the public engagement workshops for the CRA Plan update, including: the CRA needs to strengthen its public identity; needs to improve its public's perception as an active agency with a highly focused purpose; and needs to enhance its physical accessibility to those it serves.

The 2015 CRA Plan and the 2012 Dania Beach Economic Development Strategic Blueprint both include a specific Goal: To Attract Targeted New Industries and Retain and Expand Core Industries – *“Find location in downtown area for an Arts Center or Incubator”*. To address this goal, the CRA initiated the development of an Innovation Ecosystem in Dania Beach. On December 8, 2020 the CRA Board approved Resolution No. 2020-CRA-018 (MOU with FIU for Mission-To-Market (M2M) for Inclusive Economic Development), with the stated purpose, *“.... to further the M2M mission by focusing on STEM Entrepreneurial Workforce Development, Innovation Ecosystem Development, Business Incubator and Accelerator Network, and Technology Transfer and Commercialization”* (M2M was rebranded as IP2Mkt in January 2022.). The IP2Mkt initiative was established to tap the trillions of dollars of patented technologies developed by Federal Labs, research institutions, and industry to foster economic development.

At the April 12, 2022 CRA Meeting, Dr. J. Chris Ford, Principal Scientist - FIU Applied Research Center, announced FIU's commitment to establish the FIU/DOE IP2Mkt Hospitality and Technology Incubator (Incubator) in Dania Beach. Dr. Ford estimates the IP2Mkt Incubator will generate three to five new businesses each year – typically an incubated tech-based business creates an average of 13 jobs with average wages of \$79,000 per year. Dania Beach will be in an advantageous position to capture those businesses. The FIU/DOE IP2Mkt Hospitality and Technology Incubator has several notable characteristics:

- Has direct ties to two Federal Agencies (DOE and EDA), one of which is an Executive Branch Department, is the first of its kind in the nation.
- Both DOE and EDA mandate “Inclusive Innovation”, advancing the inclusion and participation of individuals in underserved communities, and providing a special focus on minority-, women-, and Hispanic-owned businesses.

- Focuses on commercializing patented technologies developed by universities, U. S. Department of Energy Labs, and other governmental agencies - it is a Silicon Valley style incubator unique in South Florida.

Update: Following the directions of the CRA Board at the April 12, 2022 CRA Meeting, the CRA has conducted a comprehensive search for potential locations for the CRA satellite office and FIU/DOE IP2Mkt Hospitality and Technology Incubator. All opportunities were explored, but the following “preferred” criteria were considered:

- The location must be in the CRA.
- The CRA/Incubator need 2,500sf – 3,000sf of office space, housing two CRA offices, a joint conference room, and incubator space to accommodate 20 to 25 people.
- To strengthen the CRA’s public identity a location on a highly visible corridor adds value. . To enhance the CRA’s connection to the community, the office should be on the ground floor with signage, direct external access, and convenient parking
- In a highly visible location within a business corridor, the unique the FIU/DOE IP2Mkt Incubator will serve as an anchor to establish a Dania Beach Innovation District.

“Innovation Districts that practice inclusive innovation advance inclusive outcomes for residents living in or nearby the District and strives to build wealth via expanding the ownership of homes and businesses” - Brookings Institute

- The IR2Mkt Incubator will be an economic engine to support and stimulate businesses. The Incubator will strengthen City/CRA ability to secure funding for the W 1st Avenue Complete Streets Project. FIU will provide a letter of support for our application and may join as a co-applicant.

Facility: The CRA conducted a market search for any viable locations with a focus along the Federal Highway corridor. Table below reflects the result of our search.

Office Space		Demised Space (sf)	Rent / SF/Yar	Annual Rent	Lease Basis	Comments / Observations
140 S Federal Hwy	2nd Fl	5,000	\$29.00	\$145,000	Mod Gross	2nd Fl space/no signage
1815 Griffin Rd (DCOTA)	1st Fl	2,463	\$32.00	\$78,816	Full Serv Gross	Internal access/no signage
1815 Griffin Rd (DCOTA)	3rd Fl	2,111	\$32.00	\$67,552	Full Serv Gross	Internal access/no signage
Retail Space						
25 N Federal Hwy	2-Story	10,090		\$60,000	All-Inclusive	Co-Working Space
100 E Dania Beach Blvd	1st Fl	2,520	\$30.00	\$75,600	NNN	Single tenant bldg.
49 N Federal Hwy	2-Story	6,702	\$15.22	\$102,000	NNN	Not dividable
100-128 S Federal Hwy	1st Fl	3,157	\$21.00	\$66,297	NNN	Vacant Tru-Value space
233 N Federal Hwy	1st Fl	17,050	No Price			Entire property for sale

In a **triple net lease (NNN)** is a lease the tenant pays all the expenses of the property, including real estate taxes, building insurance, and maintenance in addition to the cost of rent and utilities. Most common commercial lease.

In a **modified gross lease** the tenant pays base rent in year 1, but pays a proportional share of property taxes, utilities, insurance, and maintenance after the first year.

In a **full-service gross lease** the tenant only pays base rent, while the landlord pays operating expenses - utilities, taxes, insurance, and/or maintenance costs may be transferred to the tenant after the first year.

Most leases include **Common Area Maintenance (CAM)** charges covering *pro rata* cost share of common building amenities such as parking costs, landscaping, taxes, security costs, utilities, etc.

All buildings have **Tenant Improvement (TI) costs**. TI is paid by tenant or landlord, as negotiated. TI paid by the landlord is usually repaid by the tenant by adding the amortized cost to the lease payment. Tenant will pay for furniture, phone systems, internet/Wi-Fi, printers/copiers, etc. Spaces initially in poor condition will cost more to occupy. Tenants will pay in-space utilities.

The Co-Working space at 25 North Federal Highway met all of the desirable criteria for the CRA Office/Incubator location. It is also the lowest and most predictable cost option for a location that will create an anchor to establish an Innovation District. Tenancy at this location is through a Membership Agreement, which includes the exclusive use of CRA office/Incubator space, tenant improvements, furnishings, maintenance, A/C and utilities, conference room (by reservation), common kitchen/break room, phone/Wi-Fi, etc. at a fixed annual cost. There are also common-use copy and fax machines available at a pay-per-page fee.

I have worked with IT regarding the Skyspaces services and they have determined they will need to install a secure internet/Wi-Fi line for the exclusive use of the CRA. The installation/set up cost and ongoing service cost is included in the Program Budget.

Program Budget: The annual cost for tenancy in the co-working space will be \$66,000.00 per year, which will need to be included in the annual CRA budget starting in FY2023. The costs for FY2022 will be Fifteen Thousand, Five Hundred Dollars (\$15,500.00), which will be funded from existing funds in account 106-52-01-552-31-42 Professional Services - CRA Redevelopment Initiatives. Breakdowns of the monthly annual costs and one-time set up costs are detailed below:

- **Monthly Membership/Tenancy Costs:**

○ Membership Fee	\$ 5,000.00
○ Misc.	\$ 250.00
○ City Secure Internet	<u>\$ 250.00</u>
Total	\$5,500.00 x 12 = \$66,000.00
- **One-Time Tenant Improvement/Set Up Costs:**

○ Security Deposit	\$ 5,000.00
○ Installation/Equipment Secure Internet	\$ 8,000.00
○ Misc. Set Up	<u>\$ 2,500.00</u>
Total	\$15,500.00

Recommendation: The CRA requests Board approval of the Attached Resolution and Skyspaces Membership Agreement.

Attachments: Resolution 2020-CRA-018: MOU - M2M for Inclusive Economic Development
Resolution Skyspaces of Dania Beach: Co-Working Space at 25 N Federal Hwy
Skyspaces of Dania Beach Membership Agreement

RESOLUTION NO. 2022-CRA-005

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

WHEREAS, it is desirable for the CRA to strengthen its public identity; and

WHEREAS, it is desirable for the CRA to improve the public’s perception of the CRA as an active agency with a highly focused purpose, which agency collaborates with the City; and

WHEREAS, it is desirable for the CRA to enhance the CRA’s physical accessibility to those it serves; and

WHEREAS, the 2015 CRA Plan and the 2012 Dania Beach Economic Development Strategic Blueprint both state a specific Goal: To Attract Targeted New Industries and Retain and Expand Core Industries – *“Find location in downtown area for an Arts Center or Incubator”*; and

WHEREAS, the CRA approved Resolution No. 2020-CRA-018, on December 8, 2020, with the stated purpose, *“.... to further the M2M mission by focusing on STEM Entrepreneurial Workforce Development, Innovation Ecosystem Development, Business Incubator and Accelerator Network, and Technology Transfer and Commercialization described herein.”* (M2M was rebranded as IP2Mkt [Intellectual Property-To-Market Incubator in January 2022.); and

WHEREAS, at the April 12, 2022 CRA Meeting, FIU announced its commitment to establish the FIU/DOE IP2Mkt Hospitality and Technology Incubator in Dania Beach; and

WHEREAS, the FIU/DOE IP2Mkt Incubator, with direct ties to two Federal Agencies, one of which is an Executive Branch Department, mandates “Inclusive Innovation” and is the first of its kind in the nation; and

WHEREAS, the FIU/DOE IP2Mkt Incubator, focuses on commercializing patented technologies developed by universities, U. S. Department of Energy Labs, and other governmental agencies, is a Silicon Valley style incubator unique in South Florida; and

WHEREAS, the FIU/DOE IP2Mkt Incubator will serve as an anchor to establish a Dania Beach Innovation District; and

WHEREAS, according to Brookings Institute, “Innovation Districts that practice inclusive innovation advance inclusive outcomes for residents living in or nearby the District and strives to build wealth via expanding the ownership of homes and businesses”;

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

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

Section 2. That the CRA Board authorizes execution by CRA officials of a Membership Agreement between the CRA and Skyspaces of Dania Beach, LLC, for office space and services in a co-working space located at 25 North Federal Highway, Dania Beach, Florida 33004 for the purpose of opening a satellite CRA office and establishing the FIU/DOE IP2Mkt Hospitality and Technology Incubator, a copy of the Membership Agreement is attached as Exhibit “A”, and is incorporated into this Resolution by this reference; provided, however that no agreement will be effective unless and until it has been executed by all parties.

Section 3. The annual cost for tenancy in the co-working space will be \$66,000.00 per year, which will need to be included in the annual CRA budget starting in FY2023. The costs for FY2022 will be Fifteen Thousand, Five Hundred Dollars (\$15,500.00), which will be funded from existing funds in account 106-52-01-552-31-42 Professional Services - CRA Redevelopment Initiatives.

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

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

PASSED AND ADOPTED on August 23, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
BOARD SECRETARY

TAMARA JAMES
BOARD CHAIRPERSON

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



SKYSPACES

Membership Details Form

V1.0

Company Name / Business Name

Community Redevelopment Agency - City of Dania Beach

Member Name

Chen, K. Michael

Phone

954-924-6801 x3732

Billing Address

100 W Dania Beach Blvd

City

Dania Beach

State

FL

Zip Code

33004

Email Address

mchen@daniabeachfl.gov

Website Address:

www.DaniaBeachCRA.org

Industry:

Redevelopment Agency

State of Incorporation:

FL

Membership Start Date:

October 2022

Membership End Date:

TBD

Membership Details:

ITEM:	ID:	Qty:	MRC: *	NRC: **
SkySuite Membership - Private Office	TBD	2		
FIU Incubator (25 people capacity)	TBD	1		
Includes: Tables, Chairs, Wired & Wireless Networking at no additional charge.				
24/7 Separate/Dedicated Entrance w/ ADA Accessibility				

** NRC is comprised of a security deposit for membership fee

* MRC= Monthly Recurring Charge ** NRC= Non-Recurring Charge *** NOTE Applicable Sales Taxes may apply.

LOCATION	MONTHLY (MRC) *, ***	NRC **, ***	TOTAL DUE TODAY
N/A	\$ 5,000.00	\$ TBD	\$ 0.00

UPON TERMINATION OF MEMBERSHIP, MEMBER IS RESPONSIBLE IN RETURNING ANY PROPERTY AND/OR EQUIPMENT OWNED BY SKYSPACES. FAILURE TO RETURN ANY PROPERTY AND/OR EQUIPMENT OWNED BY SKYSPACES WILL RESULT IN AN SURCHARGE CHARGE. BY SIGNING THIS DOCUMENT THE PARTIES HAVE REVIEWED ALL TERMS AND CONDITIONS INCLUDING THOSE ON THE REVERSE SIDE OF THIS DOCUMENT AND/OR ATTACHED TO THIS DOCUMENT, AND HEREBY AGREE TO ALL TERMS CONTAINED HEREIN. **IN WITNESS WHEREOF**, SKYSPACES, AND MEMBER, CONFIRMING THEIR CONSENT AND INTENDING TO BE LEGALLY BOUND HEREBY, HAVE EXECUTED THIS AGREEMENT AS OF THE DATES SET FORTH BELOW.

MEMBERSHIP INCLUDES:

Access Cards:	Desks:	Chairs:	File Cabinet:	Conference Room: (hrs)	Internet Plan:
TBD (Minimum 25)	TBD/25+	TBD/25+	TBD	40	Premium 1000

Member Name and Title

Chen, K. Michael

FEIN / SSN#

Billing Term

NET 0 (NET ZERO)

Signature

X

Date

Contract Term

1 Yr. w/ Options @ \$1,000 Annual increase

SKYSPACES MANAGER (SKYLAND SPACES OF Dania Beach ONLY)

Name	Title
Daniel Dabakaroff	Managing Director
Signature	Date
X	



This **MEMBERSHIP AGREEMENT** is made by and between SkySPACES of Dania Beach, LLC, a Florida limited liability company ("Company" or "SkySPACES") 25 N. Federal Highway Dania Beach, Florida 33004. and Community Redevelopment Agency - City of Dania Beach its affiliates, agents, subsidiaries or guests (collectively referred to as "Member").

RECITALS WHEREAS, Company is in the business of providing a collaborative community of small business teams, entrepreneurs and independent professionals, workspace, offices and office-related products and services (collectively, "Services") as specified on the attached Membership Details Form. (the "Membership Details") to Company's members; and

WHEREAS, Member is in need of such Services and wishes to become a member of Company for the Services under the terms and conditions of this Agreement;

AGREEMENT NOW, THEREFORE, in consideration of the recitals above and the terms, mutual representations, warranties and covenants set forth below, the parties hereby agree as follows:

1. DEFINITIONS "Agreement" means, collectively, these Terms & Conditions (the "Terms and Conditions"), the attached Membership Details Form cover page(s) (the "Membership Details Form"), and any other attachments, exhibits, and/or supplements.

"Authorized Signatory" means an individual authorized to legally bind your company.

"Capacity" means the maximum number of Memberships allotted to your Office Space as set forth in the Membership Details Form.

"Commitment Term" means the period of time from the Start Date to the last day of the period set forth on the Membership Details Form under "Commitment Term" with respect to each Individual Office Number, and which may be extended upon mutual agreement of the parties.

"Individual Office Number" means each individual office number and/or workspace location as may be specified in the Membership Details Form.

"Main Premises" means the Premises in which the Office Space is located, as set forth in the Membership Details Form.

"Member" means each person you authorize to receive the Services (defined below) (each Member granted a "Membership").

"Member Company" or "you" means the company, entity, or individual entering into this Agreement as listed in the Membership Details Form.

"Office Space" means the actual office or workspace corresponding to the Individual Office Number(s), taken together.

"Premises" means a building or portion of a building in which SkySPACES offers offices, workstations, other workspaces, and/or other services to Members.

"Primary Member" means the primary in-Premises Member contact for SkySPACES.

"Regular Business Days" are all weekdays, except local bank/government holidays. "Regular Business Hours" are generally from 9:00 a.m. to 6:00 p.m. on Regular Business Days.



“Set-Up Fee” means the fee you may be charged upon transfer, including upgrade or downgrade (i.e. transferring to an Office Space with a higher or lower Capacity), of Office Space.

“Start Date” means the date set forth in the Membership Details Form upon which the Services will begin being provided with respect to each Individual Office Number.

“SkySPACES,” “we” or “us” means the SkySPACES entity you are contracting with.

2. THE BENEFITS OF MEMBERSHIP

A. Services. Subject to the terms and conditions of this Agreement, and any other policies we make available to you with prior notice from time to time, during the Term (defined below), SkySPACES will use commercially reasonable efforts to provide you (and your Members, as applicable) the services described below. These services are referred to in this Agreement as the “Services.”

- i. Non-exclusive access to the Office Space.
- ii. Regular maintenance of the Office Space.
- iii. Furnishings for the Office Space of the quality and in the quantity typically provided to other member companies with similar office space, workstations, and/or other workspace, as applicable, in the Premises.
- iv. Access to and use of the shared Internet connection in accordance with the terms of services available on our website.
- v. Use of the printers, copiers and/or scanners available to our members and member companies, in accordance with the terms described herein.
- vi. Use of the conference rooms in your Main Premises and use of conference rooms in any other SkySPACES Premises during Regular Business 2 Hours, in each case subject to availability and your prior reservation of such conference rooms, in accordance with the terms described herein.
- vii. Heat and air-conditioning in the Office Space.
- ix. Electricity for reasonably acceptable office use.
- xiii. Use of kitchens and beverages made available to our members and member companies.
- x. Acceptance of mail and deliveries on behalf of your business during Regular Business Hours. xii. Opportunity to participate in members-only events, benefits and promotions.
- ix. Wired and wireless networking

Other services may be provided for an additional fee, such as car parking space, phone service, and IT services, subject to availability at the Main Premises and any additional terms and expenses applicable to those services.

B. Our Reserved Rights. We are entitled to access your Office Space, with or without notice, in connection with our provision of the Services, for safety or emergency purposes or for any other purposes. We may temporarily move furnishings contained in your Office Space. We reserve the right to alter or relocate your Office Space, provided that we will not do so in a manner that substantially decreases the square footage of your assigned Office Space or related amenities. We may also modify or reduce the list of Services or furnishings provided for your Office Space at any time. The Services may be provided by us, an affiliate or a third party.

C. Office Space Not Timely Available. If we are unable to make the Office Space available by the Start Date we will not be subject to any liability related to such inability, nor will such inability affect the enforceability of this Agreement. This Agreement shall remain in full force and effect, provided that: (i) the failure to provide access to the Office Space does not last longer than two (2) months and (ii) at our sole discretion we will either (x) provide you with alternate office space (which may or may not be within a SkySPACES building) with reasonably comparable Capacity during such period and charge your



Membership Fee or (y) not charge you the Membership Fee during the period the Office Space is not available to you. Following the two (2) month period set forth in (i) above, you shall have the ability to terminate this Agreement upon seven (7) days' prior notice to us. If we do provide you alternate office space as described in clause (x) above, during the period we provide you with such alternate office space, the individuals named as Members shall be deemed to be Members and otherwise shall be fully subject to the terms of this Agreement. Notwithstanding anything in this paragraph to the contrary, if the delay in providing the Office Space is due to your actions or inactions or due to changes in or work to the Office Space requested by you, we will not be subject to any liability related to such delay nor will such delay affect the validity of this Agreement and we shall have no obligations to provide you with the benefits described in subsections (x) and (y) of this paragraph and you shall not be entitled to terminate this Agreement and shall be liable for the payment of the Membership Fees from the Start Date.

D. Access Prior to Start Date. If we, in our sole discretion, provide you with access to your Office Space for any period of time prior to your Start Date (a "Soft Open Period"), during any such Soft Open Period you and your Members shall be fully subject to the terms of this Agreement, regardless of whether we choose to charge you the Membership Fee during any such Soft Open Period.

3. YOUR MEMBERS

A. Member List. You are responsible for maintaining the accuracy of your list of Members on (your "Member List"). Only those individuals included on the Member List will be deemed to be "Members" and entitled to receive the Services described in this Agreement. To the extent permitted by law, all of your Members shall be required to provide valid government issued identification in order to be issued an activated key card to access the Premises. If the number of Members or other individuals regularly using your Office Space exceeds the Capacity, you will be required to pay the then current additional fee as set forth on our website. In no event will the number of Members exceed 1.5 times the Capacity, regardless of additional fees paid; however affiliated members with other active memberships offered by SkySPACES such as We Membership, Hot Desk, and/or separate Dedicated Desk Memberships using desks outside of the Office Space will not count towards this limit. We reserve the right to further limit the number of Members allowed at any point. Such profile will be viewable by us, our employees and agents, and other members. The created profile will include only the Member's name and the Member Company; any additional information, including a photograph, shall be added solely as determined by you or your Members. 3

B. Changes to or Removal of Primary Member or Authorized Signatory. An Authorized Signatory generally has the sole authority to make changes to or terminate this Agreement. A Primary Member will generally serve as SkySPACES primary contact regarding matters that involve your Members, the physical Office Space or the Premises. If no Authorized Signatory other than the Primary Member is designated by you on the Membership Details Form, the Primary Member will serve as the Authorized Signatory. We will be entitled to rely on communications to or from the Authorized Signatory or Primary Member as notice to or from the applicable Member Company. However, an Executive Officer of the applicable Member Company ("Executive Officer") will have the authority to override the request of an Authorized Signatory or Primary Member, as applicable, provided that we receive such a request within 24 hours following such Authorized Signatory's or Primary Member's request. We will be entitled to request reasonable documentation to confirm that an individual claiming to be an Executive Officer truly is one and to exercise our discretion in determining whether a particular position constitutes an "Executive Officer." An Executive Officer will also have the authority to remove or replace the individual serving as the Authorized Signatory and/or Primary Member. Unless we receive instructions from the Authorized Signatory or Executive Officer, if the individual designated as the Primary Member ceases to provide services to the Member Company or ceases using the Office Space regularly, we will use our reasonable judgment in designating a replacement Primary Member.

4. MEMBERSHIP FEES; PAYMENTS

A. Payments Due Upon Signing. Upon submitting a signed and completed Agreement, you will be obligated to deliver to us, in the amount(s) set forth on your Membership Details Form, (i) the Service Retainer and (ii) the Set-Up Fee.



B. Membership Fee. During the Term (defined below) of this Agreement, your Membership Fee will be due monthly and in advance as of the first (1st) day of each month. You are obligated to make payment of all Membership Fees owed throughout the Commitment Term and this obligation is absolute notwithstanding any early termination of the Agreement by you ("Membership Fee Obligations"). You agree to pay promptly: (i) all sales, use, excise, value added, and any other taxes which you are required to pay to any other governmental authority (and, at our request, will provide to us evidence of such payment) and (ii) all sales, use, excise, value added and any other taxes attributable to your Membership as shown on your invoice. The Membership Fee set forth on the Membership Details Form covers the Services for only the number of Members indicated in the Membership Details Form. Additional Members will result in additional fees as set forth on our website. On each anniversary of the Start Date (including during any Commitment Term) the Membership Fee will be subject to an automatic three percent (3%) increase over the then current Membership Fee. Following any Commitment Term, we reserve the right to further increase or decrease the Membership Fee at our sole discretion upon thirty (30) days' prior notice to you in advance of and in accordance with the Termination Notice Period described below in Section 5(d).

C. Invoices; Financial Information. SkySPACES will send or otherwise provide invoices and other billing-related documents, information and notices to the Primary Member or, if a Billing Contact is indicated on the Membership Details Form, the Billing Contact. Change of the Billing Contact will require notice from the Authorized Signatory in accordance with this Agreement.

D. Credits; Overage Fees. Each month, you will receive a certain number of credits for conference room use and a certain number of credits for color and black and white copies and printouts, as specified on the Membership Details Form. These allowances may not be rolled over from month to month. If these allocated amounts are exceeded, you will be responsible for paying fees for such overages. The current overage fee schedule is listed on our website. All overage fees are subject to increase from time to time at our sole discretion.

E. Late Fees. If payment for the Membership Fee or any other accrued and outstanding fee is not made by the tenth (10th) of the month in which such payment is due, you will be responsible for paying the then current late charge. The current late fee schedule is listed on our website. All late fees are subject to increase from time to time at our sole discretion.

F. Form of Payment. We accept payment of all amounts specified in this Agreement solely by the methods we communicate to you during the membership sign up process or from time to time during the Term. You are required to inform us promptly of any changes to your payment information. Changing your payment method may result in a change in the amount required under this Agreement to be held as the Service Retainer. g. Outstanding Fees. Any outstanding fees will be charged in arrears on a monthly basis. When we receive funds from you, we will first apply funds to any balances which are in arrears (including any outstanding late fees) and to the earliest month due first. Once past balances are satisfied, any remaining portion of the funds will be applied to current fees due. If any payments remain outstanding after we provide notice to you, we may, in our sole discretion, withhold Services or terminate this Agreement in accordance with Section 5. h. No Refunds. Except as otherwise provided for herein, there are no refunds of any fees or other amounts paid by you or your Members in connection with the Services.

5. TERM AND TERMINATION

A. Term. This Agreement will be effective when signed by both parties ("Effective Date"); provided that we have no obligations to provide you with the Services until the later of (i) the date on which payment of your Service Retainer, Set-Up Fee and first month's Membership Fee has been received by us or (ii) the Start Date. Unless otherwise set forth on the Membership Details Form, following the Commitment Term, this Agreement shall continue on a month-to-month basis (any term after the Commitment Term, a "Renewal Term"), subject to the Termination Notice Periods (defined below). The Commitment Term and all subsequent Renewal Terms shall constitute the "Term." If no Commitment Term is indicated on your Membership Details Form, the default Commitment Term shall commence on the Start Date and end one (1) month after the Start Date. This Agreement will continue until terminated in accordance with this Agreement.



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B. Move In / Move Out. If the Start Date is a Regular Business Day, you will be entitled to move into the Office Space no earlier than 11:00 a.m. on the Start Date, provided you have complied with the payment obligations described in Section 5(a). If the Start Date is not a Regular Business Day, you will be entitled to move into the Office Space no earlier than 11:00 a.m. on the first Regular Business Day after the Start Date. On the last Regular Business Day of the Termination Effective Month (defined below), you must vacate the Office Space by no later than 4:00 p.m.

C. Cancellation Prior to Start Date by You. You may cancel this Agreement prior to the Start Date upon delivery of notice to us. If you terminate more than one (1) full calendar month prior to your Start Date, you may be entitled to a refund of your monthly recurring charges (MRC), less any applicable charges, expenses or deductions; however, you will not be entitled to a refund of your Security Deposit. If you terminate within one (1) full calendar month prior to your Start Date, you will not be entitled to a refund of your monthly recurring charges (MRC) or Service Retainer.

D. Termination by You. You may terminate this Agreement by providing written notice to us prior to the month in which you intend to terminate this Agreement ("Termination Effective Month") in accordance with the notice periods set forth in the chart below (the "Termination Notice Period(s)"). The applicable Termination Notice Period shall be determined by the Commitment Term and Capacity for the relevant Individual Office Number, as depicted in the chart below, and as displayed on the Membership Details Form. The Termination Notice Periods shall apply to any termination by you during the Term. After receiving such notice we will deliver to you the SkySPACES Exit Form ("Exit Form"), which you must complete and submit to us. The termination will be effective on the later of the last Regular Business Day of the Termination Effective Month and the expiration of the Commitment Term. No termination by you shall be effective during the Commitment Term (except pursuant to Section 2(c)), and termination by you during the Commitment Term is a breach of this Agreement. Downgrade of the Office Space (i.e. transferring to an office space with a lower Capacity) is also not permitted during the Commitment Term. If you terminate this Agreement prior to the end of the Commitment Term (or during any relevant Termination Notice Period), your Membership Fee Obligations shall become immediately due. In addition to any rights, claims and remedies we choose to pursue in our discretion, your Service Retainer shall be forfeited immediately as a result of your breach. Notice must be provided during Regular Business Hours. The Exit Form needs to be completely filled out and signed by the Authorized Signatory; however, please note that the termination of your Agreement on the last Regular Business Day of the Termination Effective Month will be triggered upon your provision of written notice of termination to us, regardless of when you complete and submit the Exit Form. You will not be entitled to pro ration with respect to the last month's Membership Fee. For instance, if you vacate your Office Space before the last Regular Business Day of April, you will still owe us the full Membership Fee for the full month of April.

E. Termination or Suspension by Us. We may withhold Services or immediately terminate this Agreement: (i) upon breach of this Agreement by you or any Member; (ii) upon termination, expiration or material loss of our rights in the Premises; (iii) if any outstanding fees are still due after we provide notice to you; (iv) if you or any of your Members fail to comply with the Terms of Service, our Wireless Network Terms of Service, or any other policies or instructions provided by us or applicable to you; or (v) at any other time, when we, in our sole discretion, see fit to do so. You will remain liable for past due amounts, and we may exercise our rights to collect due payment, despite termination or expiration of this Agreement. An individual Member will no longer receive the Services and is no longer authorized to access the Main Premises or other Premises upon the earlier of (x) the termination or expiration of this Agreement; (y) your removal of such Member from the Member List or (z) our notice to you that such Member violated this Agreement. We may withhold or terminate Services of individual Members for any of the foregoing reasons; in such circumstances this Agreement will continue in full force and effect to the exclusion of the relevant Member.

F. Service Retainer. The Service Retainer will be held as a retainer for performance of all your obligations under this Agreement, including the Membership Fee Obligations, and is not intended to be a reserve from which fees may be paid. In the event you owe us other fees, you may not rely on deducting them from the Service Retainer, but must pay them separately. We will return the Service Retainer, or any balance after deducting outstanding fees and other costs due to us,



including any unsatisfied Membership Fee Obligations, to you by bank transfer or other method that we communicate to you within thirty (30) days (or earlier if required by applicable law) after the later of (i) the termination or expiration of this Agreement and (ii) the date on which you provide to us all account information necessary for us to make such payment. Return of the Service Retainer is also subject to your complete performance of all your obligations under this Agreement, including full satisfaction of your Membership Fee Obligations and any additional obligations applicable following termination or expiration of this Agreement.

G. Removal of Property Upon Termination. Prior to the termination or expiration of this Agreement, you will remove all of your, your Members', and your or their guests' property from the Office Space and Premises. After providing you with reasonable notice, we will be entitled to dispose of any property remaining in or on the Office Space or Premises after the termination or expiration of this Agreement and will not have any obligation to store such property, and you waive any claims or demands regarding such property or our handling or disposal of such property. You will be responsible for paying any fees reasonably incurred by us regarding such removal. We shall have no implied obligations as a bailee or custodian, and you hereby indemnify us and agree to keep us indemnified in respect of any claims of any third parties in respect of such property. Following the termination or expiration of this Agreement, we will not forward or hold mail or other packages delivered to us.

6. FACILITY RULES

In addition to any rules, policies and/or procedures that are specific to a Premises used by you:

A. You acknowledge and agree that:

- i. keys, key cards and other such items used to gain physical access to the Premises, or the Office Space remain our property. You will cause your Members to safeguard our property and you shall promptly notify us and be liable for replacement fees should any such property be lost, stolen or destroyed;
- ii. you shall promptly notify us of any change to your contact and/or payment information;
- iii. We will provide notice to you of any changes to Services, fees, or other updates via email. It is your responsibility to read such emails and to ensure your Members are aware of any changes, regardless of whether we notify such Members directly;
- iv. carts, dollies and other freight items which may be made available may not be used in the passenger elevator except at our discretion;
- v. for security reasons, we may, but have no obligation to, regularly record certain areas in the Premises via video; vi. all of your Members are at least 18 years of age;
- vii. you shall be solely and fully responsible for ensuring that alcohol is consumed responsibly by your individual Members and that no alcohol is consumed by any of your Members or guests who is younger than the legal age for consuming alcohol in the applicable jurisdiction;
- viii. common spaces are to be enjoyed by all our member companies, members and guests unless otherwise instructed by us, and are for temporary use and not as a place for continuous, everyday work; ix. you will provide us with reasonable notice of and complete all required paperwork prior to hosting any event at the Premises;
- x. you will be responsible for any damage to your Office Space other than normal wear and tear;
- xi. you will be responsible for replacement fees for any item(s) provided to you by the SkySPACES community team for temporary use should any such property be lost, stolen or destroyed; xii. we are not liable for any mail or packages received without a SkySPACES employee's signature indicating acceptance;
- xiii. you may not make any structural or nonstructural alterations or installations (including, but not limited to, wall attachments, furniture, IT equipment, and/or glass paneling) in the Office Space or elsewhere in the Premises without prior approval by us. In the event that any alterations or installations are made, you shall be responsible for the full cost and expense of the alteration or installation and, prior to the termination of this Agreement, the removal of such items and the restoration necessitated by any such alterations, and we shall deduct any such costs not otherwise paid by you from the Service Retainer. In no event are you



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permitted to perform any of these actions. Only a member of our facilities staff is entitled to perform an alteration, installation, removal or restoration. Reach out to a member of your community team for more information;

xiv. you and your Members' computers, tablets, mobile devices and other electronic equipment must be (a) kept up-to-date with the latest software updates provided by the software vendor and (b) kept clean of any malware, viruses, spyware, worms, Trojans, or anything that is designed to perform malicious, hostile and/or intrusive operations. We reserve the right to remove any device from our networks that poses a threat to our networks or users until the threat is remediated.

xv. Reasonable consent to our non-exclusive, non transferable use of your Member Company name and/or logo in connection with identifying you as a Member Company of SkySPACES, alongside those of other member companies, on a public-facing "Membership" display on our website, as well as in video and other marketing materials. You warrant that your logo does not infringe upon the rights of any third party and that you have full authority to provide this consent. You may terminate this consent at any time upon thirty (30) days' prior notice.

B. No Member will:

i. perform any activity or cause or permit anything that is reasonably likely to be disruptive or dangerous to us or any other member companies, or our or their employees, guests or property, including without limitation the Office Space or the Premises;

ii. use the Services, the Premises or the Office Space to conduct or pursue any illegal or offensive activities or comport themselves to the community in a similar manner; all Members shall act in a respectful manner towards other member companies and our and their employees and guests; 7

iii. misrepresent himself or herself to the SkySPACES community,

iv. take, copy or use any information or intellectual property belonging to other member companies or their members or guests, including without limitation any confidential or proprietary information, personal names, likenesses, voices, business names, trademarks, service marks, logos, trade dress, other identifiers or other intellectual property, or modified or altered versions of the same, and this provision will survive termination of this Agreement;

v. take, copy or use for any purpose the name "SkySPACES" or any of our other business names, trademarks, service marks, logos, trade dress, marketing material, other identifiers or other intellectual property or modified or altered versions of the same, or take, copy or use for any purpose any pictures or illustrations of any portion of the Premises, or engage in any conduct that is likely to cause confusion between SkySPACES and yourself, without our prior consent, and this provision will survive termination of this Agreement, provided that during the term of this Agreement you will be able to use "SkySPACES" in plain text to accurately identify an address or office location;

vi. film within any Premises, including within the Office Space, without completing all required paperwork and receiving express written consent from SkySPACES;

vii. use the Office Space in a retail, medical, or other capacity involving frequent visits by members of the public, as a residential or living space, or for any exclusively non-business purpose; viii. sell, manufacture or distribute any controlled substance, including alcoholic beverages, from the Office Space, or obtain a license for such sale, manufacture, importation, or distribution using the Office Space or the address of the Main Premises;

ix. use our mail and deliveries services for fraudulent or unlawful purposes, and we shall not be liable for any such use;

x. store significant amounts of currency or other valuable goods or commodities in the Office Space that are not commonly kept in commercial offices; in the event that you do so, we will not be liable for any such loss; xi. make any copies of any keys, key cards or other means of entry to the Office Space or the



Premises or lend, share or transfer any keys or key cards to any third party, unless authorized by us in advance;

xii. install any locks to access the Office Space or anywhere within the Premises, unless authorized by us in advance; xiii. allow any guest(s) to enter the building without registering such guest(s) and performing any additional required steps according to our policies;

xiv. operate any equipment within the Premises that has a higher heat output or electrical consumption than in a typical personal office environment, or places excessive strain on our electrical, IT, HVAC or structural systems, with such determination to be made in our sole discretion, without our prior approval; or

xv. bring any weapons of any kind, or any other offensive, dangerous, hazardous, flammable or explosive materials into the Office Space or the Premises. You are responsible for ensuring your Members comply with all Facility Rules and with all rules, policies and/or procedures that are specific to a Premises used by you, and agree that in the event of any penalty or fine resulting from the breach of any such rules, policies and/or procedures, you will be responsible for paying such penalty or fine.

7. ADDITIONAL AGREEMENTS

A. Information Technology. In order to utilize all the functionalities offered by us, it may be necessary to install software onto a Member's computer, tablet, mobile device or other electronic equipment. In addition, a Member may request that we troubleshoot problems a Member may have with respect to printing, accessing the network connection or other issues. If we provide such services, we will not be responsible for any damage to your equipment.

B. Network Connection. SkySPACES provides shared Internet access to Members via a wireless network connection. Wired network connections are available for an additional monthly fee. For those Members wishing to implement a private wired network, SkySPACES may allow you to install a firewall device for your exclusive access and use, subject to SkySPACES IT approval, and you will be responsible for removal of the same. Prior to any such installation or removal, you shall coordinate with the SkySPACES IT team to discuss the actual setup, appropriate time, manner and means for such installation or removal and any additional fees that may result from the request. To the extent that we incur any costs in connection with such installation or removal, which are not otherwise paid by you, we shall deduct such costs from the Service Retainer. You shall also be responsible for any monthly fees incurred relating to your private, secured wired network.

C. Waiver of Claims. To the extent permitted by law, you, on your own behalf and on behalf of your Members, employees, agents, guests and invitees, waive any and all claims and rights against us and our landlords at the Premises and our affiliates, parents, and successors and each of our and their employees, assignees, officers, agents and directors (collectively, the "SkySPACES Parties") resulting from injury or damage to, or destruction, theft, or loss of, any property, person or pet, except to the extent caused by the gross negligence, willful misconduct or fraud of the SkySPACES Parties.

D. Limitation of Liability. To the extent permitted by law, the aggregate monetary liability of any of the SkySPACES Parties to you or your Members, employees, agents, guests or invitees for any reason and for all causes of action, will not exceed the total Membership Fees paid by you to us under this Agreement in the twelve (12) months prior to the claim arising. None of the SkySPACES Parties will be liable under any cause of action, for any indirect, special, incidental, consequential, reliance or punitive damages, including loss of profits or business interruption. You acknowledge and agree that you may not commence any action or proceeding against any of the SkySPACES Parties, whether in contract, tort, or otherwise, unless the action, suit, or proceeding is commenced within one (1) year of the cause of action accrued. Notwithstanding anything contained in this Agreement to the contrary, you acknowledge and agree that you shall not commence any action or proceeding against any of the SkySPACES Parties other than the SkySPACES Party you are directly contracting with hereunder and the assets of such entity for any amounts due or for the performance of any obligations in connection with this Agreement.



E. Indemnification. You will indemnify the SkySPACES Parties from and against any and all claims, including third party claims, liabilities, and expenses including reasonable attorneys' fees, resulting from any breach or alleged breach of this Agreement by you or your Members or your or their guests, invitees or pets or any of your or their actions or omissions, except to the extent a claim results from the gross negligence, willful misconduct or fraud of the SkySPACES Parties. You are responsible for the actions of and all damages caused by all persons and pets that you, your Members or your or their guests invite to enter any of the Premises, including but not limited to any vendors hired by you that enter the Premises. You shall not make any settlement that requires a materially adverse act or admission by us or imposes any obligation upon any of the SkySPACES Parties unless you have first obtained our or the relevant SkySPACES Party's written consent. None of the SkySPACES Parties shall be liable for any obligations arising out of a settlement made without its prior written consent.

F. Insurance. You are responsible for maintaining, at your own expense and at all times during the Term, personal property insurance and commercial general liability insurance covering you and your Members for property loss and damage, injury to your Members and your Members' guests or pets and prevention of or denial of use of or access to, all or part of the Premises, in form and amount appropriate to your business. In addition you are responsible for maintaining, at your own expense and at all times during the Term, workers' compensation insurance providing statutory benefits in accordance with the law and employer's liability in an amount appropriate to your business. You will ensure that SkySPACES and the landlord of the applicable Premises shall each be named as additional insureds on your commercial general liability policy and that all insurance policies shall include a clause stating that the insurer waives all rights of recovery, under subrogation or otherwise, you may have against SkySPACES and the landlord of the applicable premises. You shall provide proof of insurance upon our request.

G. Pets. If the Office Space is in Premises designated by us to be one in which pets are permitted, and if any Member plans on regularly bringing a pet into the Office Space or otherwise into the Premises, we may require this Member to produce proof of vaccination for such pet and evidence of compliance with applicable local regulations. If any of your Members brings a pet into the Premises, you will be responsible for any injury or damage caused by this pet to other members or guests or other occupants of the Premises or to the property of (i) SkySPACES or any employees, members or guests or (ii) the owner(s) or other occupants of the Premises. None of the SkySPACES Parties will be responsible for any injury to such pets. We reserve the right to restrict any Member's right to bring a pet into the Premises in our sole discretion.

H. Other Members. We do not control and are not responsible for the actions of other Member Companies, Members, or any other third parties. If a dispute arises between Member Companies, 9 members or their invitees or guests, we shall have no responsibility or obligation to participate, mediate or indemnify any party.

I. Third Party Services. Services do not include, and we are not involved in or liable for, the provision of products or services by third parties ("Third Party Services") that you may elect to purchase in connection with your Membership, including via the SkySPACES Services Store, even if they appear on your SkySPACES invoice. Third Party Services are provided solely by the applicable third party ("Third Party Service Providers") and pursuant to separate arrangements between you and the applicable Third Party Service Providers. These Third Party Service Providers' terms and conditions will control with respect to the relevant Third Party Services. By adding a Member to the Member List, you are thereby authorizing that Member to access and use the SkySPACES Services Store in accordance with the terms of service available on our website.

J. Privacy. We collect, process, transfer and secure personal data about you and your Members pursuant to the terms of our Privacy Policy, which can be found on our website (www.sky-spaces/privacy), and in accordance with all applicable data protection laws. Note that you are not obligated to provide us with personal information and any information collected by us will be provided by you at your own will and with your explicit consent granted herein by execution of this Agreement. You hereby (i) undertake, where necessary, to obtain consent from such Member to the collection, processing, transferring and securing of data described herein and (ii) confirm that you in fact collect and process such Member's personal data in accordance with applicable law.



8. ARBITRATION AND CLASS ACTION WAIVER

A. Governing Law. This Agreement and the transactions contemplated hereby shall be governed by and construed under the law of the State of FLORIDA, U.S.A. and the United States without regard to conflicts of laws provisions thereof and without regard to the United Nations Convention on Contracts for the International Sale of Goods.

B. Venue. Except that either party may seek equitable or similar relief from any court of competent jurisdiction, any dispute, controversy or claim arising out of or in relation to this Agreement, or at law, or the breach, termination or invalidity of this Agreement, that cannot be settled amicably by agreement of the parties to this Agreement shall be finally settled in accordance with the arbitration rules of JAMS then in force, by one or more arbitrators appointed in accordance with said rules. The place of arbitration shall be FORT LAUDERDALE, FLORIDA, U.S.A.

C. Proceedings; Judgment. The proceedings shall be confidential and in English. The award rendered shall be final and binding on both parties. Judgment on the award may be entered in any court of competent jurisdiction. In any action, suit or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief awarded, the prevailing party's reasonable attorneys' fees and other fees, costs and expenses of every kind in connection with the action, suit or proceeding, any appeal or petition for review, the collection of any award or the enforcement of any order, as determined by the arbitrator(s) or court, as applicable. This Agreement shall be interpreted and construed in the English language, which is the language of the official text of this Agreement.

D. Class Action Waiver. Any proceeding to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor we will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No proceeding will be combined with another without the prior written consent of all parties to all affected proceedings. You also agree not to participate in claims brought in a private attorney general or representative capacity, or any consolidated claims involving another person's account, if we are a party to the proceeding. **YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**

9. MISCELLANEOUS

A. Nature of the Agreement; Relationship of the Parties. Your agreement with us is the commercial equivalent of an agreement for accommodation in a hotel. The whole of the Office Space remains our property and in our possession and control. We are giving you the right to share with us the use of the Office Space so that we can provide the Services to you. Notwithstanding anything in this Agreement to the contrary, you and we agree that our relationship is not that of landlord-tenant or lessor-lessee and this Agreement in no way shall be construed as to grant you or any Member any title, easement, lien, possession or related rights in our business, the Premises, the Office Space or anything contained in or on the Premises or Office Space. This Agreement creates no tenancy interest, leasehold estate, or 10 other real property interest. The parties hereto shall each be independent contractors in the performance of their obligations under this Agreement, and this Agreement shall not be deemed to create a fiduciary or agency relationship, or partnership or joint venture, for any purpose. You acknowledge and agree that you are entering into this Agreement for the purposes of and in the course of your trade, business and/or profession, and not as a consumer. Neither party will in any way misrepresent our relationship.

B. Updates to the Agreement. Changes to membership and overage fees, will be governed by Section 4(b) and 4(d) of this Agreement, respectively. We may from time to time update this Agreement and will provide notice to you of these updates. You will be deemed to have accepted the new terms of the Agreement following the completion of two (2) full calendar



months after the date of notice of the update(s). Continued use of the Office Space or Services beyond this time will constitute acceptance of the new terms.

C. Waiver. Neither party shall be deemed by any act or omission to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the waiving party.

D. Subordination. This Agreement is subject and subordinate to our lease with our landlord of the Premises and to any supplemental documentation and to any other agreements to which our lease with such landlord is subject to or subordinate. However, the foregoing does not imply any sublease or other similar relationship involving an interest in real property.

E. Extraordinary Events. SkySPACES will not be liable for, and will not be considered in default or breach of this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond SkySPACES reasonable control, including without limitation (i) any delays or changes in construction of, or SkySPACES ability to procure any space in, any Premises, and (ii) any delays or failure to perform caused by conditions under the control of our landlord at the applicable Premises.

F. Severable Provisions. Each provision of this Agreement shall be considered severable. To the extent that any provision of this Agreement is prohibited or otherwise limited, this Agreement shall be considered amended to the smallest degree possible in order to make the Agreement effective under applicable law. g. Survival. Sections 1, 2(b), 4 (to the extent any payments remain outstanding), 5(d), 5(f), 5(g), 6(b), 7(a) through 7(f), 7(h), 8, and 9 and all other provisions of this Agreement reasonably expected to survive the termination or expiration of this Agreement will do so.

H. Notices. Any and all notices under this Agreement will be given via email, and will be effective on the first business day after being sent. All notices will be sent via email to the email addresses specified on the Membership Details Form, except as otherwise provided in this Agreement. SkySPACES may send notices to either (or both) the Primary Member or the Authorized Signatory, as SkySPACES determines in its reasonable discretion. Notices related to the physical Office Space, Premises, Members, other Member Companies or other issues in the Premises should be sent by the Primary Member. Notices related to this Agreement or the business relationship between you and SkySPACES should be sent by your Authorized Signatory. In the event that we receive multiple notices from different individuals within your company containing inconsistent instructions, the Authorized Signatory's notice will control unless we decide otherwise in our reasonable discretion.

I. Headings; Interpretation. The headings in this Agreement are for convenience only and are not to be used to interpret or construe any provision of this Agreement. Any use of "including," "for example" or "such as" in this Agreement shall be read as being followed by "without limitation" where appropriate. References to any times of day in this Agreement refer to the time of day in the Office Space's time zone.

J. No Assignment. Except in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of the shares or assets of you or your parent corporation, you may not transfer or otherwise assign any of your rights or obligations under this Agreement (including by operation of law) without our prior consent. We may assign this Agreement without your consent.

K. Sanctions. You hereby represent and warrant that (i) during the term of this Agreement you and your Members will comply with all applicable U.S. and non- U.S. economic sanctions and export control laws and regulations, including but not limited to the economic sanctions regulations implemented under statutory authority and/or Executive Orders and administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") (31 C.F.R. Part 500 et seq.), the U.S. Commerce Department's Export Administration Regulations (15 C.F.R. Part 730 et seq.), the economic sanctions rules and regulations of 11 the European Council, United Kingdom, and EU Member States, and EU's Dual-use Regulation



428/2009 (collectively, "Trade Control Laws"); (ii) neither you nor any of your Members, subsidiaries or affiliates, nor directors or officers is (a) a citizen or resident of, an entity organized under the laws of, or otherwise located in, a country subject to comprehensive territorial sanctions maintained by OFAC (hereinafter referred to as "Sanctioned Countries"), (b) identified on U.S. Government restricted party lists including the Specially Designated Nationals List and Foreign Sanctions Evaders List administered by OFAC; the Denied Parties List, Unverified List or Entity List maintained by the U.S. Commerce Department Bureau of Industry and Security; or the List of Statutorily Debarred Parties maintained by the U.S. State Department Directorate of Defense Trade Controls, (c) a listed person or entity on the Consolidated List of persons and entities subject to asset-freezing measures or other sanctions maintained by the European Union, and by the Member States of the European Union, or (d) a person or entity subject to asset-freezing measures or other sanctions maintained by the United Kingdom's HM Treasury (collectively referred to herein as "Restricted Parties"); (iii) neither you nor any of your Members, subsidiaries and/or affiliates are 50% or more owned, individually or in the aggregate, directly or indirectly by one or more Restricted Parties or otherwise controlled by Restricted Parties; (iv) less than 10% of your total annual revenues are, and will continue to be for the duration of the Agreement, generated from activities involving, directly or indirectly, one or more of the Sanctioned Countries; and (v) neither you nor any of your Members will, at any time during the Term, engage in any activity under this Agreement, including the use of the Services provided by SkySPACES in connection with this Agreement, that violates applicable Trade Control Laws or causes SkySPACES to be in violation of Trade Control Laws.

I. Anti-Money Laundering. You hereby represent and warrant that at all times you and your Members have conducted and will conduct your operations in accordance with all laws that prohibit commercial or public bribery and money laundering (the "Anti- Money Laundering Laws"), and that all funds which you will use to comply with your payments obligations under this Agreement will be derived from legal sources, pursuant to the provisions of Anti- Money Laundering Laws. You will provide us with all information and documents that we from time to time may request in order to comply with all Anti-Money Laundering Laws.

M. Anti-Corruption Laws. Neither you nor any of your Members, your directors, officers, employees, agents, subcontractors, representatives or anyone acting on your behalf, (i) has, directly or indirectly, offered, paid, given, promised, or authorized the payment of any money, gift or anything of value to: (A) any Government Official or any commercial party, (B) any person while knowing or having reason to know that all or a portion of such money, gift or thing of value will be offered, paid or given, directly or indirectly, to any Government Official or any commercial party, or (C) any employee or representative of SkySPACES for the purpose of (1) influencing an act or decision of the Government Official or commercial party in his or her official capacity, (2) inducing the Government Official or commercial party to do or omit to do any act in violation of the lawful duty of such official, (3) securing an improper advantage or (4) securing the execution of this Agreement, (ii) will authorize or make any payments or gifts or any offers or promises of payments or gifts of any kind, directly or indirectly, in connection with this Agreement, the Services or the Office Space. For purposes this section, "Government Official" means any officer, employee or person acting in an official capacity for any government agency or instrumentality, including state-owned or controlled companies, and public international organizations, as well as a political party or official thereof or candidate for political office.

N. Compliance with Laws. You hereby represent and warrant that at all times you and your Members have conducted and will conduct your operations ethically and in accordance with all applicable laws.

O. Brokers. You hereby represent and warrant that you have not used a broker or realtor in connection with the membership transaction covered by this Agreement, except as may be provided for in the SkySPACES broker referral program. You hereby indemnify and hold us harmless against any claims arising from the breach of any warranty or representation of this paragraph.

P. Counterparts and Electronic Signature. This Agreement may be executed in any number of counterparts by either handwritten or electronic signature, each of which when executed shall constitute a duplicate original, but all the



SKYSPACES

counterparts shall together constitute the one agreement, and each of which counterparts may be delivered by emailing the other party to this Agreement signed scanned document or electronically signed portable document format (pdf) version of the contract (as applicable). Each party agrees to the execution of this Agreement in this manner, and the parties acknowledge that execution in this manner creates a binding contract between the parties on the Effective Date.

Q. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and shall not be changed in any manner except by a writing executed by both parties or as otherwise permitted herein. All prior agreements and understandings between the parties regarding the matters described herein have merged into this Agreement.

ACCEPTED DATE: _____

ACCEPTED DATE: _____

(Name)

(Name)

(Signature)

(Signature)
(Company Name)

Skyland Spaces of Dania Beach, LLC.

Dania Beach Location:

Address: 25 N. Federal Highway Dania Beach, FL 33004

ADDENDUM TO MEMBERSHIP AGREEMENT

This Addendum to Membership Agreement (“Addendum”), dated this ____ day of August, 2022 is made to the Membership Agreement (“Agreement”) by and between Skyspaces of Dania Beach LLC, a Florida limited liability company (“Company”), and Community Redevelopment Agency – City of Dania Beach (“Member”).

WHEREAS, the Company and Member have agreed to amend the Agreement subject to the terms set forth herein below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein as if repeated at length.

2. **DEFINED TERMS.** Words and phrases used in this Addendum shall have the same meaning as in the Agreement, unless specifically provided otherwise herein. Collectively, the Agreement, and this Addendum shall hereinafter be referred to as the “Agreement”.

3. **CLOSING DATE AND LOCATION.** The following shall amend Section 4 of the Agreement: The transaction shall be closed on or before September 1, 2022. Buyer acknowledges that Seller remains as of this date ready, willing and able to close pursuant to the terms and conditions of the Agreement.

4. **THE BENEFITS OF MEMBERSHIP.**

a. The following shall be added to the end of paragraph (A), Services:

(xii) Notwithstanding anything set forth herein or elsewhere to the contrary, (a) Office Spaces designated to Member shall be for Member’s exclusive use and possession, and (b) there shall be no cost for parking which shall be provided on a first come first served basis, excluding any designated or reserved parking spaces.

b. The following shall be added to the end of paragraph (B), Our Reserved Rights:

Notwithstanding anything set forth herein or elsewhere to the contrary, (a) Company shall provide thirty (30) days’ notice of any request to relocate any portion of your Office Space, which relocation shall be at Company’s sole cost and expense to a space of comparable character and quality within the Premises.

5. **FACILITY RULES.**

a. The following shall be added to the end of paragraph (A)(xiii):

Notwithstanding anything set forth herein or elsewhere to the contrary, Member may, at its own cost and expense, install a secure internet connection ("SIC") for use by Member personnel within its designates Office Space. Member shall be responsible to obtain any and all permits necessary for such SIC. Member shall submit written plans and specification to the Company for approval by the Company, which approval shall not be unreasonably withheld.

- b. The following shall be added to the end of paragraph (B)(vi):

, provided Member has given no less than 24 hours' notice, Company consent shall not be unreasonably withheld.

6. ADDITIONAL AGREEMENTS.

The following shall be added to the end of paragraph E, Indemnification:

Company will indemnify you from and against any and all claims, liabilities, and expenses including reasonable attorneys' fees, resulting from any breach of this Agreement by Company or any of Company's actions or omissions.

7. MISCELLANEOUS.

The following shall be added to the end of paragraph A, Nature of the Agreement; Relationship of the Parties:

Notwithstanding anything set forth herein or elsewhere to the contrary, Company shall disclose any non-public information regarding Member and its representatives in any manner whatsoever, except to the extent that such disclosure is required by an order issued by a federal or state court of competent jurisdiction and provided that Company provides Member a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure.

8. RATIFICATION. Except as specifically amended herein, all the terms, covenants, conditions and provisions set forth in the Agreement are hereby ratified and reaffirmed in all respects.

9. ADDENDUM CONTROLLING/FULL FORCE AND EFFECT. All other terms and conditions of the Agreement not otherwise modified by this Addendum shall remain in full force and effect. In the event of any conflict between the terms and provisions of the Agreement and the terms and provisions of this Addendum shall govern and control.

10. MISCELLANEOUS. This Addendum shall be binding on and inure to the benefit of the respective parties hereto and their successors and assigns. This Addendum may be executed in counterparts and may be transmitted via email or facsimile, each of which shall be deemed an original, but all put together shall constitute one and the same instrument. The terms

and provisions of this Addendum cannot be terminated, modified, or amended orally, by course of conduct or dealing, or in any manner expect in writing that is signed by the party against whom enforcement is sought.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first above written.

Company:

Skyspaces of Dania Beach, LLC

Member:

*Community Redevelopment Agency – City of
Dania Beach*

By: _____

Name:

Its:

By: _____

Name:

Its:

Memorandum of Understanding
for
Mission-to-Market for Inclusive Economic
Development
Between
The Florida International University
Board of Trustees
and
The Dania Beach
Community Redevelopment Agency

Memorandum of Understanding

Between

The Florida International University Board of Trustees

Modesto A. Maidique Campus
11200 S.W. 8 Street, MARC 430
Miami, FL 33199-0001 U.S.A

And

The Dania Beach Community Redevelopment Agency

100 W Dania Beach Boulevard
Dania Beach, FL 33004, U.S.A.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU), made and entered into this _____ day of _____, 2020, by and between The Florida International University Board of Trustees for the benefit of its Applied Research Center ("FIU") and The Dania Beach Community Redevelopment Agency ("PARTNER") establishes the basis for mutual understanding and cooperation between the parties and declares the parties' mutual interest in exploring the potential for the establishment of cooperative activities as set forth herein. FIU and PARTNER may be referred to hereinafter collectively as the "Parties" and individually as a "Party."

WHEREAS, FIU and PARTNER have carefully assessed their mutual capabilities and interests and have concluded that it is desirable to enter into this MOU; and

WHEREAS, the parties have determined that this MOU will enable them to complement their unique capabilities and offer the best combination of capabilities to further the goals of this MOU that are of benefit to both parties as well as to the community at large.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the sufficiency of said consideration being hereby acknowledged, the parties hereby do agree as follows:

1. FIU and PARTNER are joined by a common mission: To grow the South Florida and beyond innovation economy by establishing a Mission-To-Market Innovation Center and associated educational programs in the City of Dania Beach. The Parties will work together in the spirit of cooperation and open communications, consistent with law, with the primary goal of meeting the needs of innovators, entrepreneurs, and students.

The Mission-to-Market (M2M) initiative seeks to tap the trillions of dollars of underutilized patented technologies developed by U.S. Department of Energy and Labs, other Federal Agencies, FIU and other universities, and industry to foster economic development in South Florida and beyond. Modeled after insights gained from the Military-Industrial complex during the Cold War era, Silicon Valley, and inclusive economic development strategies, the mission of FIU's M2M Initiative is to inclusively grow the South Florida and beyond innovation economy. The M2M Initiative has four goal areas: 1) Science, Technology, Engineering, and Mathematics (STEM) Entrepreneurial Workforce Development; 2) Innovation Ecosystem Development; 3) Business Incubator and Accelerator Network; and 4) Technology Transfer & Commercialization. The M2M Industry Partner Network seeks to leverage the professional networks, expertise, and financial resources of the private sector to build the capacity of innovators, entrepreneurs, and students to compete for employment and business opportunities in the burgeoning high technology sector.

The purpose of this MOU is to bring PARTNER into M2M's Industry Partner Network, where the Parties can develop and foster mutual understanding and a working relationship to strengthen and expand American innovation in one or more of the M2M Initiative's four goal areas. PARTNER seeks to further the M2M mission by focusing on STEM Entrepreneurial Workforce Development, Innovation Ecosystem Development, Business Incubator and Accelerator Network, and Technology Transfer and Commercialization described herein.

To further the goals of this MOU, Parties agrees to:

- a. **STEM Entrepreneurial Workforce Development:** STEM Entrepreneurial skills are required to be competitive in the global high technology race for marketplace dominance, to create and maintain a healthy economy, and foster innovation and excellence. The rapid growth of patented technologies in the U.S. and the lack of entrepreneurs trained in STEM disciplines has created a shortage of talent and high technology products & services based on said patented technologies, especially from underrepresented groups. The Parties intend to work together to increase the number of students trained in high technology entrepreneurship who are pursuing degrees in the STEM fields and to educate diverse innovators and entrepreneurs about high technology entrepreneurship.
- b. **Innovation Ecosystem Development:** Innovation ecosystem development is composed of changing culture, mapping assets, building community, cultivating talent, attracting capital, and fostering economic development. South Florida is an attractive region of untapped potential given the capital, talent, companies, and geographic advantages. Expertise, cooperation, and resources are needed to build a thriving innovation ecosystem in South Florida. The Parties seek to chart and assess ecosystem assets, cultivate a regional entrepreneurial hub, attract capital and resources, and measurably grow the South Florida high technology innovation economy.
- c. **Business Incubator and Accelerator Network:** Cultivating businesses with unique intellectual property assets requires a sophisticated business incubator and accelerator support network. Innovators and entrepreneurs attempting to commercialize patented technologies derived from America's innovation system require tailored programming, mentorship, capital, and services within an ecosystem of business incubators and accelerators. Underrepresented communities are often ill-equipped to starting and scaling high technology ventures. The Parties goal is to increase the number of underrepresented innovators and entrepreneurs, and high technology ventures participating in business incubators and accelerators or relevant services.
- d. **Technology Transfer and Commercialization:** Transferring technology derived from America's innovation system is often challenging for universities and governmental agencies. The Parties agree to work together to increase technology transfer & commercialization activities of patented technologies developed by FIU, U.S. Department of Energy Labs, or other university or government agencies.

- e. To establish a formal, but flexible system of communication with each other so that the parties are each informed of each other's needs and viewpoints.
 - f. To measure the success of this MOU and to correct areas in need of improvement.
2. FIU and PARTNER also agree to the following:
- a. Within the limits of its available and/or appropriated resources, FIU will:
 - 1) Provide PARTNER with relevant up-to-date information about FIU programs and initiatives.
 - 2) Advise PARTNER of relevant FIU events that may impact its mission.
 - 3) Invite PARTNER to attend relevant FIU events and offer FIU training to PARTNER when appropriate.
 - 4) Work with PARTNER to develop specific joint outreach activities, workshops, conferences, seminars, courses, and convenings to further M2M goal areas.
 - 5) Provide speakers, consistent with FIU rules and policy, to participate in PARTNER workshops, conferences, seminars and other activities to discuss the M2M Initiative.
 - b. Within the limits of its available resources, PARTNER will:
 - 1) Cooperate with M2M to provide information to innovators, entrepreneurs, and relevant service providers about the M2M Initiative.
 - 2) Keep abreast of and disseminate up-to-date information provided by FIU when appropriate.
 - 3) Upon request, provide speakers for FIU-sponsored events or M2M related courses as appropriate.
 - 4) Inform FIU of PARTNER activities that are relevant to the common mission of the Parties.
 - 5) Work with FIU to develop specific joint outreach activities, workshops, conferences, seminars, courses, and convenings to further M2M goal areas.
3. If the parties agree, based on each party's policies and procedures, that they desire to collaborate on any particular project, the parties shall negotiate in good faith to enter into a separate written agreement for each such project, which agreement shall contain appropriate terms, including but not limited to, as applicable, intellectual property and funding terms, standards of care and liability, confidentiality, publication rights, delegation/exchange of staff and scope of work. Neither party is obligated to enter into an agreement to which it does not accept the terms.
4. During the term of this MOU, the parties may exchange proprietary information. When proprietary information is disclosed by one party to the other in writing and clearly identified as proprietary, the receiving party agrees that such information shall be

maintained in confidence for a period of three (3) years after termination of this MOU, notwithstanding any termination dates expressed elsewhere in this MOU.

The parties shall not be liable for disclosures made inadvertently or by mistake, providing that parties exercise the same standard of care to protect the information received as they do to protect their own proprietary information. Disclosure of such information shall be restricted to the parties' employees who are directly participating in this MOU. The obligation with respect to handling proprietary information, as set forth in this MOU, is not applicable to the following:

- a. Information that is now in, or hereafter enters, the public domain through no fault of the receiving party;
- b. Information that was previously known to the receiving party independently of the disclosing party;
- c. Information that is independently developed by the receiving party;
- d. Information that is disclosed with the written approval of the other party;
- e. Information that is received from other sources provided such other source did not receive it due to a breach for this MOU.

If a legal right to disclose cannot be limited or if information is required to be disclosed under a court/authority order or government funding arrangement or legal requirement, this disclosure is not considered a breach of the above-mentioned confidentiality obligation. The confidentiality obligation with regard to the thus disclosed information remains unaffected towards third parties. The party concerned will undertake to notify the other promptly when the party becomes aware of the potential or actual disclosure.

No license to the other party, under any trademark, patent or copyright is either granted or implied by the conveying of information to that party. None of the information which may be submitted or exchanged by the respective parties shall constitute any representation, warranty, assurance, guarantee or inducement by any party to any other party with respect to the infringement of trademarks, patents, copyrights or any right of privacy, or other rights of third persons.

Each party's Coordinator set forth in this MOU shall be the only point(s) of contact for receiving all confidential information exchanged between the parties pursuant to this MOU. Any change of the individual will be communicated to the other parties in writing. Oral disclosures of proprietary information must be identified as proprietary at the time of disclosure, followed by written confirmation within ten (10) days. Any proprietary

information given to anyone other than to the Coordinators will not fall under the protection of this MOU. All proprietary information and all copies thereof shall be returned to the disclosing party upon written request. .

5. Dr. J. Chris Ford, Mission-to-Market Manager, will serve as the Coordinator for this MOU on behalf of FIU. K. Michael Chen, Executive Director of the Dania Beach Community Redevelopment Agency, will serve as the Coordinator of this MOU on behalf of PARTNER. The Coordinators will be responsible for coordinating the discussions between the parties relative to this MOU on behalf of their respective entities.
6. This MOU becomes effective on the last date signed by the parties and shall remain in effect for three (3) years unless earlier terminated by either party upon giving thirty (30) days prior notice of termination or upon the mutual agreement of the parties. The parties may discontinue this MOU at any time by mutual consent in writing.
7. This MOU expresses the basic understanding and present intentions of the parties but does not attempt to either specify or otherwise limit the collaborative efforts between the parties. It merely serves as evidence of the parties' good faith intentions with regard to these activities.
8. This MOU in no way restricts the parties from working with other organizations on any research or other projects.
9. This MOU does not constitute a joint venture, partnership, consortium, or any other form of business arrangement or organization. Each party is and shall act as an independent contractor and not as an agent or partner of the other for any purpose whatsoever, and no party shall act or represent itself, directly or by implication, in any such capacity in respect of any other party or in any manner which seeks to assume or create any obligation on behalf of, or in the name of, any other party without that party's prior express written agreement. The employees of one party shall not be deemed the employees of the other party.
10. This MOU is neither a fiscal nor a funds obligation document. Nothing in this MOU authorizes or is intended to obligate the Parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value. The parties' obligations hereunder are subject to and contingent upon the availability of funds.
11. This MOU is subject to, and will be carried out in compliance with, all applicable laws, regulations and other legal requirements. .

IN WITNESS WHEREOF, this MOU is executed by duly authorized representatives of each Party as set forth below.

Read and approved by
FIU Office of Research and Economic Development
Robert Gutierrez



Digitally signed by Roberto M.
Gutierrez, Assistant Vice
President for Research
Date: 2021.01.28 16:24:17 -05'00' ka

Read and approved by
Dania Beach City Attorney
Thomas Ansbro

Thomas J. Ansbro

Digitally signed by Thomas J. Ansbro
DN: cn=Thomas J. Ansbro, o=City of Dania Beach, ou=Legal
Department, email=tansbro@dania-beach.fl.gov, c=US
Date: 2021.01.29 11:04:38 -05'00'

**The Florida International University
Area
Board of Trustees**

By:  ka
Name: Robert Gutierrez
Title: Assistant Vice President Research
Date: 01/28/2021

Digitally signed by Roberto M.
Gutierrez, Assistant Vice
President for Research
Date: 2021.01.28 16:24:50 -05'00'

Dania Beach Community Redevelopment

K Michael Chen

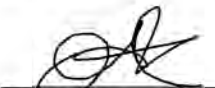
By: 
Name: K. Michael Chen
Title: Executive Director
Date: 01/29/2021

Digitally signed by K Michael Chen
DN: cn=K Michael Chen, o=Dania Beach
CRA, ou=CRA,
email=MChen@DaniaBeachFL.gov, c=US
Date: 2021.01.29 10:38:54 -05'00'

Read and acknowledged by FIU Applied Research Center


Dr. Ines R. Triay
Executive Director

Read and acknowledged by FIU Applied Research Center


Dr. J. Christopher Ford
Mission to market Manager



CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Discussion

Continued from:

Requested Action (Identify appropriate Action or Motion)

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

Fiscal Impact/Cost Summary
CRA

Exhibits Attached
Memo FY2023 CRA Bud 082322, FY2023 Budget Brief 081522

MEMORANDUM

To: Dania Beach CRA Chair, Vice Chair and Board of Directors
From: Michael Chen, Executive Director
Date: August 23, 2022
Re: **FY2023 CRA BUDGET**

The CRA has developed a line-item expense analysis for every CRA budget account that covers multiple costs/programs. This resulted in data-driven foundation for estimating the CRA's funding needs for FY2023. This methodology provides a more transparent basis for the CRA Board to discuss our requested budget, as well as a way to identify if any Board priorities need to be better represented.

As a reference point for the budget discussion, the table below is the calculation of the FY2023 CRA Increment and hypothetical City TIF contribution.

<u>Original/Expanded CRA Combined</u>	<u>Certified FY2023</u>
Forecasted Growth	13.3%
Taxable Value (incl Net New Const):	\$ 1,400,071,870
Base Year Value	555,988,910
Tax Increment	\$ 844,082,960
Millage Rate	5.9998
Gross Incremental Revenue	\$ 5,064,329
Statutory Collection Reduction	0.95
Combined Incremental Revenue	\$ 4,811,112

The CRA requested Finance to create several new accounts with titles that better reflect the CRA programs/costs expensed within those accounts. This will facilitate a more intuitive approach to the management of the budget throughout the year. The proposed new accounts/titles are highlighted in "YELLOW". Each line account of the FY2023 CRA Budget is adjacent to amended FY2022 CRA Budget (as of Aug. 3, 2022) for comparison. However, due to the new accounts and the movement of expenses across accounts, it will be difficult to make account comparisons from year to year. Comparisons of the annual totals is valid.

In summary, the amended FY2022 CRA Budget was \$2,672,263. The requested FY2023 CRA Budget is \$3,002,273, reflecting an increase of \$330,011, or a 12.3% increase. The calculated comparison of the FY2022 budget versus the FY2023 budget does not consider changes in employee costs, as Finance has not provided those updates to the CRA.

The proposed FY2023 CRA Budget is attached for your consideration.

**CRA Budget Update****Fund 106 - Community Redevelopment Agency**

Fiscal Year to Date 08/03/22, Excluding Rollup Account

FY2023 Itemized Account Analysis

Account Number	Account Description	FY2022 Amend Budget	FY2023 Budget Request	Line item Description	Line Item Cost
REVENUE	106-00-00				
361-10-01	Interest and Other Earnings	\$5,000	\$5,000	FY2022 Costs	\$5,000
369-90-01	Miscellaneous Revenues All	\$0	\$0	FY2022 Costs	\$0
381-00-01	Other: Non-Op Transfer from General Fund	\$1,383,926	\$1,383,926	FY2022 Costs	\$1,383,926
381-03-01	Other: Non-Op Transfer from Capital Projects Fund	\$0	\$0	FY2022 Costs	\$0
389-90-01	Other: Non-Op Re-Appropriations Fund Balance	\$1,041,301	\$1,041,301	FY2022 Costs	\$1,041,301
REVENUE TOTALS 106-00-00		\$2,430,227	\$2,430,227		
EXPENSE	106-52-01-552				
12-10	Salaries and Wages Full-Time	\$400,140	\$400,140	FY2022 Costs	\$400,140
12-11	Salaries and Wages Part-Time (FRS Eligible)	\$27,614	\$27,614	FY2022 Costs	\$27,614
12-13	Salaries and Wages Expense Allowance	\$6,001	\$6,001	FY2022 Costs	\$6,001
12-14	Salaries and Wages Cell Phone Stipend	\$1,440	\$1,440	FY2022 Costs	\$1,440
14-10	Overtime Regular	\$0	\$0	FY2022 Costs	\$0
15-15	Special Pay Accrued Leave Buyback	\$6,943	\$6,943	FY2022 Costs	\$6,943
21-10	FICA Taxes	\$26,269	\$26,269	FY2022 Costs	\$26,269
21-20	FICA Medicare	\$6,473	\$6,473	FY2022 Costs	\$6,473
22-20	Retirement Contributions FRS Pension	\$75,184	\$75,184	FY2022 Costs	\$75,184
22-30	Retirement Contributions Deferred Compensation Match	\$5,731	\$5,731	FY2022 Costs	\$5,731
23-10	Life and Health Insurance Insurance	\$85,139	\$85,139	FY2022 Costs	\$85,139
24-10	Workers' Compensation Premium	\$471	\$471	FY2022 Costs	\$471
31-10	Prof. Services General	\$226,100	\$84,500	Ann'l Rpt Layout	\$4,600
				Financial Consultant	\$11,500
				Financial Audit	\$8,050
				SCORE	\$6,900
				Web Hosting	\$3,450
				Other	\$50,000
31-20	Prof. Services Legal	\$10,000	\$11,500	Outside Legal	\$11,500
34-10	Contractual Services General	\$4,000	\$15,855	Envionics/Claritas	\$1,495
				CoStar	\$5,340
				LocalIntel	\$2,000
				We Communicate	\$4,600
				Mail Chimp	\$920
				Go Daddy/SSL Security	\$120
				Zoom	\$1,380
40-10	Travel and Per Diem Training	\$10,000	\$22,800	FRA Conf (3 staff)	\$4,500
				FRA Training CRA Bd	\$6,000
				ICSC Conf (3 staff)	\$4,000
				Misc Travel/Training staff	\$5,000
				Alliance Board Meetings	\$1,000
				FL Events Conf(2 staff)	\$2,300
41-10	Communications Services Telephone	\$800	\$2,875		\$2,875
42-10	Freight & Postage Services Freight & Postage	\$2,000	\$3,450		\$3,450
46-30	Repair & Maint. Services Vehicles	\$2,000	\$2,300		\$2,300
47-10	Printing and Binding General	\$2,000	\$3,000		\$3,000
48-14	Promotional Activities Seafood Festival	\$204,000	\$230,000		\$230,000
	Promotional Activities Community Events		\$134,350	Dania After Dark	\$105,600
	(NEW ACCT)			Art Cons DAD/A&Seafood	\$23,000
				Vintage Mortorcycle Show	\$5,750
48-16	Promotional Activities Community Foundation Grant	\$0	\$0		\$0
49-20	Other Current Charges/Obqs Legal & Display Advertising	\$2,860	\$3,000		\$3,000
51-10	Office Supplies General	\$5,000	\$6,000		\$6,000
52-10	Operating Supplies Gasoline and Diesel Fuel	\$750	\$2,000		\$2,000
52-20	Operating Supplies Miscellaneous	\$1,600	\$3,600	Storage	\$3,000

Account Number	Account Description	FY2022 Amend Budget	FY2023 Budget Request	Line item Description	Line Item Cost
				Uniforms	\$600
	Trade Group / Agency Memberships		\$4,880	GFL Alliance	\$1,875
	(NEW ACCT)			FI Redevelopment Assn	\$995
				Council of Dev Fin Agencies	\$550
				Int'l Council of Shopping Ctr	\$350
				Urban Land Institute	\$220
				BJs Wholesale Club	\$115
				FL Dept Economic Opp	\$175
				FL Festivals & Events Assn	\$400
				FL Housing Coalition	\$200
54-10	Books/Publications, Memberships, Subscriptions	\$12,000	\$0		\$0
54-20	Books/Publications, Memberships, Subscriptions	\$6,000	\$175	South FL Business Journal	\$75
				Sun Sentinel	\$100
61-10	Land	\$500,000	\$500,000	(Carry Over)	\$500,000
91-00	Intragov't Transfers Out General Fund	\$251,888	\$251,888	FY2022 Costs	\$251,888
91-11	Intragov't Transfers Out CRA Community Gardens PAT	\$150,000	\$150,000	FY2022 Costs	\$150,000
99-80	Other Uses Reserve for CRA	\$9,280	\$9,280	FY2022 Costs	\$9,280
106-52-01-552 Totals		\$2,041,683	\$2,082,858		
106-52-02-552 City Center					
31-41	Prof. Services CRA - Marketing/PR	\$51,220	\$143,850	Website Rebuild	\$30,000
				Alliance Sourcebook	\$4,600
				Economic Sourcebook	\$4,140
				Social Media Contract	\$40,250
				Dania Press	\$13,800
				Cohoots	\$5,750
				CultureOwl	\$5,750
				Graphic Design	\$23,000
				Photography/Videography	\$11,500
				Other Ads	\$5,060
31-42	Prof. Services CRA - Redevelopment Initiatives	\$69,337	\$121,200	Rebuild Together	\$92,000
				Surveys	\$10,000
				Appraisals	\$10,000
				Lawn Service	\$9,200
48-10	Promotional Activities General	\$15,000	\$13,800	Awards for Presentations	\$1,150
				Event Ad-ons/Reimbursement	\$6,900
				Promo Items/Tchotchke	\$5,750
106-52-02-552 City Center		\$135,557	\$278,850		
106-52-08-552 Citywide					
31-10	Prof. Services General	\$128,000	\$50,000	Complete Streets Eng	\$50,000
31-42	Prof. Services CRA - Redevelopment Initiatives	\$181,038	\$0		\$0
	CRA Economic Development Initiatives		\$385,500	CRA Satellite Office Rent	\$60,000
	(NEW ACCT)			CRA Satellite Office Op Exp	\$15,000
				Commercial Façade Grant	\$100,000
				Business Attract/Exp Grant	\$100,000
				Dist Stimulus Incentives	\$100,000
				CRA Annual Lunch	\$3,500
				Hospitality Forum	\$3,500
				Banking Forum	\$3,500
106-52-08-552 Citywide		\$309,038	\$435,500		
EXPENSE TOTALS		\$2,486,278	\$2,797,208		
Fund 106 - Community Redevelopment Agency Totals					
REVENUE TOTALS		\$2,430,227	\$2,430,227		
EXPENSE TOTALS		\$2,486,278	\$2,797,208	\$310,930	
Fund 106 - Community Redevelopment Agency Totals		-\$56,051	-\$366,981		



Budget Performance Report

Fund 112 - CRA Community Gardens PATCH

FY2022 As Of 08/03/22, Incl Rollup Acct & Sub-Acct

FY2023 Itemized Account Analysis

Account Number	Account Description	Amended Budget	FY2023 Budget Request	Line item Description	Line Item Cost
REVENUE 106-00-00					
369-90-01	Miscellaneous Revenues Miscellaneous All	0	0	FY2022 Costs	0
381-01-06	Other Sources: Non-Operating Transfer from CRA	150,000	150,000	FY2022 Costs	150,000
389-90-01	Other Sources: Non-Operating Re-Appropriations	34,083	34,083	FY2022 Costs	34,083
REVENUE TOTALS 112-00		184,083	184,083		
EXPENSE 112-00-52-09-552					
12-11	Salaries and Wages Part-Time (FRS Eligible)	71,539	71,539	FY2022 Costs	71,539
14-10	Overtime Regular	0	0	FY2022 Costs	0
15-15	Special Pay Accrued Leave Buyback	734	734	FY2022 Costs	734
21-10	FICA Taxes	4,481	4,481	FY2022 Costs	4,481
21-20	FICA Medicare	1,048	1,048	FY2022 Costs	1,048
22-20	Retirement Contributions FRS Pension	7,820	7,820	FY2022 Costs	7,820
24-10	Workers' Compensation Premium	1,896	1,896	FY2022 Costs	1,896
31-10	Prof. Services General	10,000	25,000		
34-20	Contractual Services Merchant Card Processing Fees	1,800	1,800		
40-10	Travel and Per Diem Training and Per Diem	1,300	1,500		
41-10	Communications Services Telephone	100	200		
43-10	Utility Services Water	7,600	8,600		
43-20	Utility Services Electricity	1,900	2,500		
44-10	Rentals and Leases Equipment	5,000	5,000		
46-10	Repair & Maint. Services Equipment	2,000	2,000		
46-30	Repair & Maint. Services Vehicles	5,000	5,000		
46-50	Repair & Maint. Services Grounds	9,348	9,348		
47-10	Printing and Binding General	1,000	1,500		
48-10	Promotional Activities General	12,000	12,000		
49-30	Other Current Charges/Obligations Permits & Licenses	600	600		
51-10	Office Supplies General	600	1,000		
52-06	Operating Supplies Cost of Goods Sold (Patch)	10,000	15,000		
52-10	Operating Supplies Gasoline and Diesel Fuel	1,500	1,500		
52-20	Operating Supplies Miscellaneous	12,000	15,000		
99-10	Other Uses Contingency	10,000	10,000		
Activity 552 - Industry Development Totals		179,266	205,066		
Division 10 - USDA Grant					
31-10	Prof. Services General	0	0		
52-20	Operating Supplies Miscellaneous	0	0		
Division 10 - USDA Grant Totals		0	0		
Division 11 - DeLuca Grant					
31-10	Prof. Services General	4,667	0		
46-30	Repair & Maint. Services Vehicles	370	0		
52-10	Operating Supplies Gasoline and Diesel Fuel	1,682	0		
52-20	Operating Supplies Miscellaneous	0	0		
64-20	M&E Vehicles	0	0		
Division 11 - DeLuca Grant Totals		6,719	0		
EXPENSE TOTALS		185,985	205,066		
Fund 112 - CRA Community Gardens PATCH Grand Totals					
REVENUE TOTALS		184,083	184,083		
EXPENSE TOTALS		185,985	205,066	19,081	
Fund 112 - CRA Community Gardens PATCH Grand Totals		-1,902	-20,983		