

AGENDA
COMMUNITY REDEVELOPMENT AGENCY
HYBRID REGULAR MEETING
WEDNESDAY, SEPTEMBER 14, 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 August 23, 2022 CRA Board Hybrid Meeting

2. Travel Requests: None

3. 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.

4. RESOLUTION NO. 2022-CRA-006

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA, ADOPTING THE FINAL ESTIMATES OF REVENUE AND EXPENDITURES FOR THE FISCAL YEAR COMMENCING ON OCTOBER 1, 2022, AND ENDING ON SEPTEMBER 30, 2023; APPROPRIATING FUNDS AS MAY BE NEEDED OR DEEMED NECESSARY TO DEFRAID EXPENDITURES AND LIABILITIES OF THE CRA FOR THE FISCAL YEAR; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

6. PROPOSALS AND BIDS

7. DISCUSSION AND POSSIBLE ACTION

8. BOARD MEMBER COMMENTS

9. INFORMATION ITEMS

10. ADJOURNMENT

DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING
SEPTEMBER 14, 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
September 14, 2022 at 5:30 PM**

Through the City's Website:

Please click the link below:

www.daniabeachfl.gov/2654/Watch-DaniaTV

Through Comcast Channel 78:

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

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

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

Options for Viewing and Participating in the Meeting Using Zoom

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

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

Using your telephone

One tap mobile :

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

Or Telephone:

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

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

Webinar ID: 831 7608 4770

To raise hand and be acknowledged to speak:

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

MEMORANDUM

To: Dania Beach Community Redevelopment Agency Chair, Vice Chair, Board Members
From: Michael Chen, Executive Director
Date: September 14, 2022
Re: Administrative Report

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

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

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

1. DANIA BEACH INNOVATION ECOSYSTEM

Background: An Innovation Ecosystem 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 4th session of the Dania Beach Business Academy, “First Time Home Buyers,” was an even bigger success. We had 52 online participants for the final session and a total of 81 registrations for the program. Session # 4 provided useful information from both the Broward County Home Buying Assistance Program and the Miami Home Buyers Finance Assistance Program. All 4 sessions are available for viewing from our website. The attendees who completed the four-week program will receive a certificate of completion signed by Mayor

James and an Academy pin. We are developing future programs and announcements will be made and the board will be advised.

2. **FY2023 CRA BUDGET:** A FY2023 CRA Budget Workshop was held on September 6, 2022. The CRA has worked to develop a line-item analysis to develop a data-based forecast of its funding needs for FY2023.

3. **DANIA AFTER DARK**

Update: The September 10th Dania After Dark event featured live performances by Good Rabbit, a soft rock band opener, with the VAM Band, a 7-piece Funk Tribute Dance Band performing Pop/Top 40, Soul, R&B, Motown, Latin hits and more as the entertainment headliner. Scheduled food trucks/vendors included:

- The Market Milkshake Bar – hand crafted milkshakes
- Four Corners Café – American – tacos, sliders, & bowls
- The Greek – Authentic Greek known for scratch/handmade gyro meat
- Inspir-Asian – Asian cuisine
- Gimme Grillin – BBQ
- Flavor House Grill – Jamaican cuisine
- Tropical Oasis Express – Caribbean cuisine
- Wanda's Kitchen – Puerto Rican cuisine
- Wontons On Wheels – wontons featuring flavors of from around world
- Jakes Drive-In Burgers – gourmet burgers

The next Dania After Dark event will be held on October 8th.

4. **ECONOMIC DEVELOPMENT ACTIVITIES**

BRAVO (Business Risk and Value of Operation) Visits: BRAVO visits by our Business Attraction Manager to our businesses and property owners during this past month include:

- Finish Line Feed (145 SW 3rd Ave): Owned by Patrick McHugh and family. This business has been at the same location in Dania Beach for over 30 years. Purveyor of food, supplements & supplies for horses, dogs, cats & small animals, with delivery service to North Miami, Miami-Dade, Broward, and South Palm Beach County. They have expanded operations in Saratoga Springs, NY, to service the racetracks.
- Kitchen Express (130-132 SW 3 Ave.) (250 E. Dania Beach Blvd.): A local caterer for private charter schools, also supplies gyms and fitness centers (aka Catered Fit) with keto, paleo, and meals to go for a variety of meal delivery service. The Italian chef, Pietro, has a section of the facility that just makes and packages homemade pastas for delivery to Italian restaurants, markets, and other wholesalers in the

South FI area. There is another side of the building, operating a bagel and commercial bakery serving commercial bakeries all over South Florida.

- Pauly's Pizza (328 S. Federal Hwy): Owner Pal Gueloshi has been at this location for 19 years. This family-owned Italian restaurant serves pizza, salads, and subs of all kinds, both hot and cold.
- Allure Hair Salon (106 S. Federal): A full service unisex hair/nails salon. A prominent location that does manicure, pedicure, blow outs, hot shaves skin fades and buzz cuts. Located in Jaxson's Plaza, they have been in business for many years.
- Special Needs Group (302 NW 1st St): The Special Needs Group is the leading global provider in ADA compliant mobility equipment. Special Needs provides wheelchair, scooter, oxygen and other state of the art rental equipment that can be for cruise passengers and hotel guests locally and around the world. The owner, Andrew Garrett, has a second operation at the Port of Seattle servicing Royal Caribbean, Celebrity, and Holland America cruise ships. Spacecraft will eventually be modified for travelers with physical challenges and the technology is currently being developed in Dania Beach at The Special Needs Group. Andrew is currently in discussions with Virgin Galactic to establish standards and design mobility equipment for travelers aboard the Virgin Galactic spaceflights. .

Stirling Road Average Annual Daily Traffic (AADT): There was conversation at the last commission meeting regarding construction traffic on Stirling Road near the Oakwood Plaza entrance, near Taco Bell. The most recent traffic counts for Stirling Rd from the Broward MPO (May 1, 2020) are as follows:

- N. Park Dr to Ravenswood Rd - 42,500 AADT
- Ravenswood Rd to I-95 - 44,000 AADT
- I-95 to Bryan Rd - 32,500 AADT
- Bryan Rd to US - 15,800 AADT

Alliance of Entrepreneurial Resource Organizations (AERO): AERO is a coalition of public agencies and community nonprofit organizations united to provide current and new businesses with resources to aid in their success. Every year, the members hold an AERO EXPO for new business and aspiring business owners to meet and connect with entrepreneurial resources across Broward County. Pre-COVID, this event attracted +300 people and this is the second year of restarting the event. This year, AERO Expo will be held at the Dania Beach City Hall. AERO members participating include (flyer attached):

Event Emcee: Sandy-Michael McDonald, Director, Broward County Office of Economic & Small Business Development

1. Alan B. Levan NSU Broward Center of Innovation
2. Broward County Library Creation Station
3. Broward County Office of Economic & Small Business Development

4. Broward College Entrepreneurship Experience
5. Broward SCORE
6. CareerSource Broward
7. City of Hollywood
8. Dania Beach Community Redevelopment Agency
9. FSU, Jim Moran Institute for Global Entrepreneurship
10. Greater Fort Lauderdale Alliance
11. National Development Center (NDC)
12. Network for Teaching Entrepreneurship
13. Small Business Development Center & PTAC, FAU/SBA
14. Urban League of Broward County

5. FLORIDA FESTIVALS and EVENTS ASSOCIATION (FFEA): Dania Beach won 10 awards for the 2022 Arts and Seafood Celebration, at the 28th annual FFEA Convention & Tradeshow as follows:

First Place In 5 Categories

- Commemorative Poster
- Facebook
- Program/Event Guide
- Promotional Mailer
- Website

Second Place In 4 Categories

- Instagram campaign
- T-shirt design
- Television placement
- Tickets and Invitation

Third Place In 1 Category

- Emergency Action Plan

These 10 awards make the Dania Beach Community Redevelopment Agency (DBCRA) proud owners of over 45 FFEA Awards on behalf of the City of Dania Beach for the annual Dania Beach Arts and Seafood Celebration. A press release about the awards is attached.

6. PATCH: The PATCH is gearing up for its fall program and plans to resume special event activities in the fall. While waiting for the results of the PATCH Master Plan currently being developed by Vanasse Hangen Brustlin Inc. (VHB), we are working on ongoing programs which will be continued through the following activities:

- The Volunteer Program continues to provide the PATCH with much needed labor and support while providing the farming experience to the participants. The number of volunteers for recent months include:
 - June: 22
 - July: 20
 - August: 34
 - Total 76
- Our corporate volunteer list continues to grow with NIKE of Dania Pointe being a new addition. We welcomed back Nova Southeastern University students and appreciate their support in the Fall Academic term.
- We are hiring an experienced growing consultant to create a new planting program to maximize production and facilitate the produce sales program. This program was made possible by the Spirit Charitable Foundation Grant.
- We are working on revamping our Prescription Rx program with Memorial Hospital. This is scheduled to start in November 2022.
- We are working on developing a Prescription Rx program with Chen Medical.
- We start Year 2 of the Customer Supported Agriculture CSA produce Box program.
- Demand for PATCH educational tours and partnership programs is increasing.
- We are continuing our collaboration with Urban Health Partnerships (UHP) and they are seeking PATCH participation in sustainability programs. We will be announcing additional programs with Urban Health Partnerships.
- We are continuing online sales.

Grow City Youth Fall Educational Program: Grow City Youth through the Fruitful Field has requested the PATCH to provide an educational opportunity for Dania Beach youth.

According to The Fruitful Field, the program provides real-life paid work opportunities on a non-profit organic urban farm and tangible development of soft skills to twenty-five to thirty youth (ages 14-18) primarily from impoverished neighborhoods so that they have improved future employability potential and entrepreneurship skills. Through a 12-week, work-based learning experiences and real tasks, as well as linkages to a wide variety of community members and professionals (i.e., a CPA, an English professor, a Chef, church leaders, Cub Scout pack Leader, etc.) they will increase responsibility, work skills, and soft skills that will provide them a strong foundation for a career in any field.

The program is funded by the Community Foundation of Broward #cfbroward and The Frederick A. DeLuca Foundation and the following generous funds.

- Gardening for Good Fund of the Community Foundation of Broward
- Hudson Family Fund of the Community Foundation of Broward
- Harold Rosenberg Fund for Children's Education of the Community Foundation of Broward
- John Gordon Bull Fund of the Community Foundation of Broward



BUSINESS RESOURCE EXPO

September 28th
4:30 p.m. - 7:30 p.m.

Dania Beach City Hall
100 W. Dania Beach Blvd
Dania Beach, FL 32304

Free Registration:
AEROExpo2022.eventbrite.com



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DANIA

after dark

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(AND THE SECOND SATURDAY OF EACH MONTH!)

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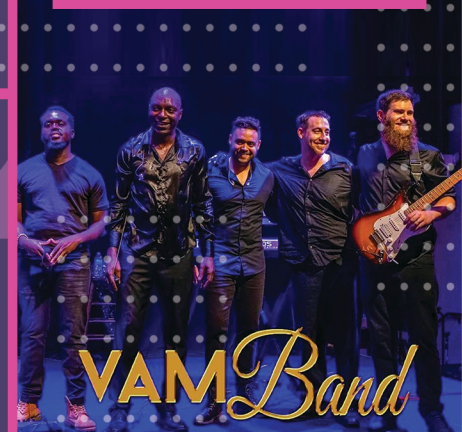
WWW.DANIAAFTERDARK.COM

LIVE PERFORMANCES BY:



GOOD RABBIT 5-7PM

VAM BAND 8-10PM



Dania Beach wins 10 Sunsational Awards





PRESS RELEASE

Dania Beach CRA's Annual Arts and Seafood Celebration Wins 10 Sunsational Awards

Dania Beach, FL-Dania Beach hits the winners circle again at the 28th annual Florida Festivals and Events Association (FFEA) Convention & Tradeshow winning first place in five (5) categories; Commemorative Poster, Facebook, Program/Event Guide, Promotional Mailer, and Website.

Awards also included second place for Instagram campaign, T-shirt design, Television placement, and Tickets and Invitation, and third place for Emergency Action Plan. The 10 awards make the Dania Beach Community Redevelopment Agency (DBCRA) proud owners of over 45 FFEA Awards on behalf of the City of Dania Beach for the annual Dania Beach Arts and Seafood Celebration.

There were over 500 submissions from 60 organizations in Florida, the Dania Beach Arts and Seafood Celebration winning placement over 140 events.

Representing the Dania Beach CRA at this year's FFEA Awards were CRA Operations Manager, Kathleen Weekes, and Strategic Communications and Outreach Representative, Kisha Eugene.

The DBCRA team worked with Creative Designer Connie Barone to develop out of the box digital designs which also struck First place for promotional items at the event.

Special thanks and congratulations are extended to Social Media Consultant, Terra Spero of Real Time Marketing Group who created a great look and comprehensive pages for the event Website and Facebook campaigns resulting in First place, and Second place for Instagram.

The Emergency Plan was a new category introduced this year at FFEA and the DBCRA's action plan developed by event logistics producer Stewart Auville of Standing Ovations took home Third place. This being a critical and extremely sensitive area for event producers who seek to ensure safety and security for thousands in attendance.

For the past 28 years, the Florida Festivals & Events Association has celebrated members' achievements in event marketing, programming, service and innovation through the Sunsational Awards.

The Sunsational Awards are judged in three different budget levels and 20 different categories.

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Nike Dania Pointe at the PATCH



MINUTES OF HYBRID MEETING
DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY
TUESDAY, AUGUST 23, 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
Executive Director:	K. Michael Chen
City Attorney:	Eve Boutsis
CRA Secretary:	Thomas Schneider

2. Citizen Comments

There were no comments at this meeting.

3. Administrative Reports

3.1 Administrative Reports

Director Chen reviewed the information included in the agenda packet, consisting of updates on the CRA Plan update, the Dania Beach Innovation Ecosystem (the Dania Beach Business Academy), Dania After Dark, tracking Dania Beach businesses (tracking retail sales), economic development activities (BRAVO visits to businesses and Oasis Pointe Residences on Bryan Road coming online), and the PATCH (Summer produce donations and presentations to students at Parks & Recreation's Summer Break Spot). He announced Florida Festivals & Events has awarded the CRA an award for the 2022 Arts & Seafood Celebration.

Board Member Lewellen asked if the PATCH is going to re-open.

Director Chen said it is currently open. It is not doing the regular Farmers Market on Saturdays, but they are taking in volunteers and booking tours, and programming is underway.

4. Presentations

There were no presentations on this agenda.

5. Consent Agenda

5.1 Minutes:

Approve Minutes of July 12, 2022 CRA Board Hybrid Meeting

5.2 Travel Requests: None

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

6. Proposals and Bids

There were no proposals on this agenda.

7. Discussion and Possible Action

7.1 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.

Director Chen reviewed the information included in the agenda packet.

Vice-Chair Salvino noted he had talked to Director Chen earlier about this and noted the costs had changed.

Director Chen addressed the \$15,500 start up costs and the \$60,000 per year rent, as well as the monthly IT cost.

Vice-Chair Salvino questioned what the purpose is of having the CRA there if the college is coming in and they are taking care of everything there. Then we start talking about the rental rates in Dania Beach for housing for those who would staff it. He likes the program but does not understand with a college of that size why we are paying for it. He just does not understand it all the way. When the budget discussion comes up, the Board will be asked for money to budget it, yet we do not have the numbers yet. We do not know where the CRA budget went for this past year. He noted he brought up selling lots; had we done that, the money could have been put in escrow and then used for this.

Board Member Davis wanted to clarify everything as she understands it. Director Chen mentioned this is in the CRA Plan and to her, that is what connects us to FIU; it is in the CRA Plan. This is something that is supposed to be done by the CRA. Additionally, we did move forward with Dr. Chris Ford.

Director Chen noted the MOU was approved in December 2020.

Board Member Davis said at that point, the Board said they wanted to move forward with this. She sees how it weaves together with FIU. The caveat is that it is a unique incubator; Director Chen said the first in the nation. She questioned what makes it unique and one of a kind.

Director Chen explained specifically, this incubator and the whole concept of how it was set up was with FIU and the Department of Energy. This is the first incubator associated with the Department of Energy and he addressed the programs that would be scheduled each year. From the classes, they expect three to five business start-ups each year. There would be two classes per year with 20-25 people per class. As far as productivity is concerned, there would be three to five business start-ups. He addressed previous incubators FIU has done.

Board Member Davis questioned the technical advisory board Director Chen mentioned.

Director Chen noted the incubator is named the way it is because the Department of Energy wants to spread technology to a variety of industries. It does have a focus on hospitality, but it also has other careers where they want to spread technology.

Board Member Davis commented Director Chen said he expects to begin the incubator in mid-to late October.

Director Chen responded that is the projection from Skyspaces.

Board Member Davis asked if the long-term goal is to become a Dania Beach Innovation District.

Director Chen explained an incubator of this sort becomes a network for our businesses. The way you keep companies in the City is to engage them in the incubator and part of the network.

Board Member Lewellen noted she also spoke to Director Chen about this previously. She wants to make sure there is a way to evaluate how this is going over a period of time, and if it is not producing what we want, that we can get out of it.

Director Chen said it is a one-year agreement with renewals, and he addressed benchmarks and measures.

Chair James commented she is unsure why we are having this discussion right now when we have not had a budget discussion, no budget book or workshop. She noted, as Director Chen

stated, this is in 2015 CRA Plan update and she asked how often we are supposed to have a plan update.

Director Chen responded every five years.

Chair James said she does not understand the operating time and questioned how often FIU will operate.

Director Chen noted they will conduct active incubator classes 28 weeks per years, and we do not have dates.

Chair James added we already paid CRA operating costs for costs incurred here at City Hall.

Director Chen said staff would come to City Hall to make copies.

Chair James asked how many staff would be at this location.

Director Chen said he envisions two.

Chair James asked how many parking spaces there are at the location.

Director Chen responded there are 30 parking spaces behind the building. They would be on a first come, first served basis; it is better to do this because the building is vacant.

Chair James questioned how we would measure the three to five businesses that would open per year.

Director Chen explained how rental rates would work; businesses locate where there are markets for their businesses.

Chair James said she does not know how this is measurable and we need to look at the CRA budget first. She does not know what would happen after the two CRA staff go to the incubator and then try to return to City Hall. Office space at City Hall is being filled rapidly. We have not had a comprehensive budget discussion nor a budget book. She likes the program, but all the other schools are footing the bill. This incubator has not been done before because no other cities would foot the bill for it; she does not support it at this time.

Director Chen noted it is customary for cities and counties to pay for incubators in their jurisdiction.

Vice-Chair Salvino felt the Board had discussed this enough; his position would be we do not know until we do the budget. He asked the Board, if they are happy with it, when the budget comes up and enough money comes up, to approve it. If there is not enough money, then we do not approve it.

Board Member Davis felt the budget should come first; she does support the program.

Chair James noted she supports the program, but she is not in support of the logistics of it. There are a lot of questions we do not have answers for. She urged the Board to go look at the space. We do not know the dates and times; it could be operating for one hour for the 14 weeks. This would be a first-year program; we would have to get the businesses excited. This is like going and renting a space and hope to fill it up.

Vice-Chair Salvino said there is always a roll of the dice. Regarding parking, we do have a parking garage; in downtown cities, you take a walk. He forgot to bring up that it would be something in our downtown district which would be good. It is a gamble for one year. If it is in this budget, then we should do it. We give them money to do their program and try to support it until circumstances prove otherwise.

Chair James suggested the Board save it for the budget discussion and then make the decision.

Board Member Lewellen suggested moving the item for approval contingent upon the budget discussion.

City Attorney Boutsis recommended having the budget discussion and then come back to the item to approve it if the Board so desires.

Board Member Lewellen suggested they take up item #7.2 then come back to item #7.1.

Chair James noted it would be a budget discussion for less than 30 minutes. She felt the Board needs to have a real budget workshop as they have done in the past.

Board Member Lewellen commented the CRA Board never held budget workshops until we had a \$500,000 deficit.

Board Member Davis said she wants to approve the program now and if we do not have the money in the budget, we can take it out.

Vice-Chair Salvino noted we need a book in front of us to discuss the budget, and there is no time now to do so. He likes the item and wants to approve it contingent upon the budget discussion. He asked to table this item and to table the budget discussion item. He added perhaps we get a budget book in a week to 10 days and allot 40 minutes or so before the next meeting to discuss the budget.

A brief discussion ensued about the budget information included in the agenda packet.

Vice-Chair Salvino said he wants to see the line items for 2020, 2021, and 2022.

Frank DiPaolo, Director of Finance, noted the line items had not been vetted by Finance and he needs to sit down with the CRA and then a workshop could be scheduled.

Board Member Odman asked that everyone request what items they need from Director Chen and start discussing a date for workshop.

Discussion ensued regarding a date for a budget workshop.

The Board agreed to hold a budget workshop on Tuesday, September 6th at 5:00 p.m.

Vice-Chair Salvino requested the line items for 2020 and 2021.

Chair James said if Director Chen consolidated those, she wants the breakdown of expenses for each account.

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

This item was not taken up.

8. Board Member Comments

There were no comments at this meeting.

9. Information Items

There were no items on this agenda.

10. Adjournment

Chair James adjourned the meeting at 6:48 p.m.

ATTEST:

COMMUNITY REDEVELOPMENT
AGENCY

THOMAS SCHNEIDER, CMC
CRA SECRETARY

TAMARA JAMES
CHAIR – CRA

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING EXECUTION OF A 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”)

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo v2 SkySpace Agmt 091422, R-2022-CRA-005 Skyspaces of Dania Beach, LLC, Membership Agreement for Office Space and Services in Co-Working Space for Satellite CRA Office, SkySPACES Proposal - DBCRA 072722, 220816 Addendum to Membership Agreement

MEMORANDUM

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

From: Michael Chen, Executive Director

Date: September 17, 2022

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

Background: The City and the CRA have specific high priority objectives that will be supported by opening the satellite CRA office on Federal Highway, including but not limited to:

- Both the City and CRA are striving to develop and strengthen our “BRAND” identity,
- The CRA needs to improve its public’s perception as an active agency with a highly focused purpose, and
- The CRA needs to enhance its physical accessibility to those it serves.

On December 8, 2020 the CRA Board approved the MOU with FIU, which had a 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 2022.).

At the April 12, 2022 CRA Meeting, FIU Applied Research Center, announced their commitment to establish the FIU/DOE IP2Mkt Hospitality and Technology Incubator (Incubator) in Dania Beach. The IP2Mkt Hospitality and Technology Incubator has several notable characteristics:

- FIU will cover all direct costs of conducting the Incubator.
- The Incubator 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.**
- The Incubator focuses on commercializing patented technologies developed by universities, Department of Energy Labs, and other governmental agencies - **it is a Silicon Valley style incubator unique in South Florida.**
- FIU estimates the IP2Mkt Incubator will generate **3 - 5 new businesses each year – typically creating 13 jobs with average wages of \$79,000 per year.** Dania Beach will be in an advantageous position to capture those businesses.

Preliminary IP2Mkt Incubator Programs 2022 / 2023

2022	Activities
Aug	10-in-5 / IP2Mkt Information Session
Sept	IP2Mkt Listening Session
Oct	TechE Workshop I, SBIR Partnership Application Opens
Nov	TechE Workshop II, SBIR Partnering Workshop, IP2Mkt App Opens

Dec	TechE Workshop III, IP2Mkt Application Closes
2023	
Jan - Apr	IP2MKT Spring 2023 Cohort:
Feb	SBIR Workshop
Mar - Sept	CEO Training Cohort
Mar	Access to Capital
May - Aug	IP2MKT Summer 2023 Cohort:
Jun	Access to Capital
July	SBIR Workshop

Update: The Co-Working space at 25 North Federal Highway is the lowest and most predictable cost option for a location to establish City/CRA BRAND visibility and create an anchor to establish an Innovation District. Tenancy is through a Membership Agreement, which includes the exclusive use of CRA office/Incubator space, tenant improvements, furnishings, maintenance, utilities, conference room, common kitchen/break room, phone/Wi-Fi, etc. at a fixed annual cost.

IT has determined the CRA will need 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. This additional \$250 monthly fee is specifically for a secure internet connection and does not replace or offset the IT services the CRA pays to the City annually.

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 recommends Board approval of the Attached Resolution and SkySpaces Membership Agreement.

Attachments: Resolution SkySpaces of Dania Beach: Co-Working Space at 25 N Federal Hwy
SkySpaces of Dania Beach Membership Agreement
SkySpaces of Dania Beach Membership Agreement Addendum

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 September 14, 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.
- viii. 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.



SKYSPACES

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



SKYSPACES

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:

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION ADOPTING THE FINAL ESTIMATES OF REVENUE AND EXPENDITURES FOR THE FISCAL YEAR COMMENCING ON OCTOBER 1, 2022, AND ENDING ON SEPTEMBER 30, 2023; APPROPRIATING FUNDS AS MAY BE NEEDED OR DEEMED NECESSARY TO DEFRAID EXPENDITURES AND LIABILITIES OF THE CRA FOR THE FISCAL YEAR

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

Memo CRA 2023 Budget, R-2022-CRA- CRA Budget FY 2022-2023, FY2023 Budget 091422 - FINAL

MEMORANDUM

To: Dania Beach CRA Chair, Vice Chair and Board of Directors
From: Michael Chen, Executive Director
Date: September 14, 2022
Re: FY2023 CRA Budget

Background: The FY2023 CRA Budget was presented to the CRA Board at the August 23 CRA Board Meeting. The subject was continued to a CRA Budget Workshop scheduled for September 6, 2022.

At the September 6 CRA Budget Workshop, a number of questions were raised as to the content and intended projects/programs contained in the line item accounts. At the conclusion of the meeting, the Board directed the FY2023 CRA Budget to be moved forward without amendments.

As a reference for the budget discussion, the table below was provided to reflect the calculation of the FY2023 CRA Increment and hypothetical City TIF contribution of \$4,811,112 if a TIF existed.

<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

Update: The CRA requested Finance to create several new accounts with titles to better reflect the CRA programs/costs within those accounts and Finance has created the new accounts.

In summary, the GRAND EXPENSE TOTAL in the adopted FY2022 CRA Budget was \$3,450,339. The requested GRAND EXPENSE TOTAL in the FY2023 CRA Budget is \$3,030,531 reflecting a decrease of -\$419,808, or a -12.2% decrease from the adopted FY2022 Budget.

The CRA recommends the CRA Board adopt the proposed FY2023 CRA Budget.

Attachments: Resolution to approve/adopt the FY2023 CRA Budget
EXHIBIT A: FY2023 Community Redevelopment Agency Budget

RESOLUTION NO. 2022-CRA-006

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY ("CRA") OF THE CITY OF DANIA BEACH, FLORIDA, ADOPTING THE FINAL ESTIMATES OF REVENUE AND EXPENDITURES FOR THE FISCAL YEAR COMMENCING ON OCTOBER 1, 2022, AND ENDING ON SEPTEMBER 30, 2023; APPROPRIATING FUNDS AS MAY BE NEEDED OR DEEMED NECESSARY TO DEFRAY EXPENDITURES AND LIABILITIES OF THE CRA FOR THE FISCAL YEAR; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with Florida Statutes Chapter 189.016, the governing body of the Dania Beach Community Redevelopment Agency ("CRA"), operating as a special district, shall adopt a budget by resolution each fiscal year; and

WHEREAS, the proposed budget for the Fiscal Year commencing on October 1, 2022 and ending on September 30, 2023 has been prepared, was provided to the CRA Board, and was published on September 6, 2022; and

WHEREAS, the proposed budget was presented to the CRA Board, discussed at the CRA Board Workshop meeting held on September 6, 2022 and subsequently adjusted to accommodate the CRA Board's direction; and

WHEREAS, the proposed budget for the Fiscal Year commencing on October 1, 2022 and ending on September 30, 2023 has been finalized by the CRA Board;

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

Section 1. That the above "WHEREAS" clauses are ratified and confirmed, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the final approved budget for the Community Redevelopment Agency as attached, marked Exhibit "A", which is incorporated and made a part of this Resolution by this reference, is adopted as the final and approved budget for the Fiscal Year commencing October 1, 2022, and ending on September 30, 2023.

Section 3. That all appropriations from the 2021-2022 fiscal year which are encumbered but unexpended as of the last day of the fiscal year, may be re-appropriated for the same purpose and incorporated into the budget for the 2022-2023 fiscal year at the discretion of the CRA Executive Director and approval of the CRA Board when applicable. The CRA

Executive Director, with assistance from the CRA Treasurer, shall make the final determination on which encumbrances remain open (e.g., ongoing initiatives and/or capital projects) and which encumbrances are closed (e.g., monthly operations) as of the last day of Fiscal Year 2021-2022.

Section 4. That all other appropriations for the 2021-2022 fiscal year, which are unencumbered and unexpended as of the last day of the fiscal year, may be re-appropriated for the same purpose or project or reallocated pursuant to Exhibit “A”, or if complete, shall be re-appropriated to a reserve account.

Section 5. That CRA staffing positions and capital expenditures reflected and approved in the annual budget establish CRA Board consent to the staffing and capital expenditures, and that any additions to staffing or capital expenditures are to be approved through CRA Board approval of an amendment to the approved budget.

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

PASSED AND ADOPTED on September 14, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CRA SECRETARY

TAMARA JAMES
CHAIR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CRA ATTORNEY

EXHIBIT A: COMMUNITY REDEVELOPMENT AGENCY FY2023 BUDGET

 FY2023 CRA Budget Fund 106 - Community Redevelopment Agency		
Account Number	Account Description	FY2023 Budget
REVENUE 106-00-00		
361-10-01	Interest and Other Earnings	\$5,000
369-90-00	Miscs Revenues Seafood Festival	\$50,000
369-90-08	Miscs Revenues Dania After Dark	
381-00-01	Other: Non-Op Transfer from General Fund	\$1,482,730
389-90-01	Other: Non-Op Re-Appropriations Fund Balance	\$1,267,037
REVENUE TOTALS 106-00-00		\$2,804,767
EXPENSE 106-52-01-552		
12-10	Salaries and Wages Full-Time	\$432,493
12-11	Salaries and Wages Part-Time (FRS Eligible)	\$37,197
12-13	Salaries and Wages Expense Allowance	\$6,000
12-14	Salaries and Wages Cell Phone Stipend	\$480
14-10	Overtime Regular	\$0
15-15	Special Pay Accrued Leave Buyback	\$9,895
21-10	FICA Taxes	\$27,187
21-20	FICA Medicare	\$5,344
22-20	Retirement Contributions FRS Pension	\$85,801
22-30	Retirement Contributions Deferred Compensation Matc	\$10,107
23-10	Life and Health Insurance Insurance	\$53,192
24-10	Workers' Compensation Premium	\$500
31-10	Prof. Services General	\$84,500
31-20	Prof. Services Legal	\$11,500
34-10	Contractual Services General	\$15,855
40-10	Travel and Per Diem Training	\$22,800
41-10	Communications Services Telephone	\$2,875
42-10	Freight & Postage Services Freight & Postage	\$3,450
46-30	Repair & Maint. Services Vehicles	\$2,300
47-10	Printing and Binding General	\$3,000
48-14	Promotional Activities Seafood Festival	\$230,000
48-17	Promotional Activities Community Events	\$134,350
49-20	Other Current Charges/Obgs Legal & Display Advertisi	\$3,000
51-10	Office Supplies General	\$6,000
52-10	Operating Supplies Gasoline and Diesel Fuel	\$2,000
52-20	Operating Supplies Miscellaneous	\$3,600
54-10	Books/Publications, Memberships, Subscriptions	\$0
54-20	Books/Publications, Memberships, Subscriptions	\$175
54-21	Trade Group / Agency Memberships	\$4,880
61-10	Land	\$500,000
63-45	Infrastructure Trion Public Improvements	
91-00	Intragov't Transfers Out General Fund	\$246,394
91-11	Intragov't Transfers Out CRA Community Gardens PAT	\$170,764
91-51	Intragov't Transfers Out Transfer to Facilities Fund	\$18,625
91-52	Intragov't Transfers Out Transfer to Fleet	\$2,959
91-53	Intragov't Transfers Out Transfer to IT Systems Fund	\$45,194
99-80	Other Uses Reserve for CRA	
106-52-01-552 Totals		\$2,182,417
106-52-02-552 City Center		
31-41	Prof. Services CRA - Marketing / PR	\$143,850
31-42	Prof. Services CRA - Redevelopment Initiatives	\$149,200
48-10	Promotional Activities General	\$13,800
106-52-02-552 City Center		\$306,850
106-52-08-552 Citywide		
31-10	Prof. Services General	\$50,000
31-42	Prof. Services CRA - Redevelopment Initiatives	\$0
31-43	CRA Economic Development Initiatives	\$265,500
106-52-08-552 Citywide		\$315,500
EXPENSE TOTALS		\$2,804,767
Fund 106 - Community Redevelopment Agency Totals		
REVENUE TOTALS		\$2,804,767
EXPENSE TOTALS		\$2,804,767

EXHIBIT A: COMMUNITY REDEVELOPMENT AGENCY FY2023 BUDGET

 FY2023 CRA Budget Fund 112 - CRA Community Gardens PATCH		
Account Number	Account Description	FY2023 Budget
REVENUE 106-00-00		
369-90-01	Miscellaneous Revenues Miscellaneous All	\$55,000
369-90-05	Miscellaneous Revenues Misc PATCH Sales	
381-01-06	Other Sources: Non-Operating Transfer from CRA	\$170,764
389-90-01	Other Sources: Non-Operating Re-Appropriations	\$0
REVENUE TOTALS 112-00		184,083 184,1
EXPENSE 112-52-09-552		
12-11	Salaries and Wages Part-Time (FRS Eligible)	\$88,213
14-10	Overtime Regular	
15-15	Special Pay Accrued Leave Buy back	\$1,452
22-20	Retirement Contributions FRS Pension	\$10,506
24-10	Workers' Compensation Premium	\$1,896
31-10	Prof. Services General	\$25,000
34-20	Contractual Services Merchant Card Processing Fees	\$1,800
40-10	Travel and Per Diem Training and Per Diem	\$1,500
41-10	Communications Services Telephone	\$200
43-10	Utility Services Water	\$8,600
43-20	Utility Services Electricity	\$2,500
44-10	Rentals and Leases Equipment	\$5,000
46-10	Repair & Maint. Services Equipment	\$2,000
46-30	Repair & Maint. Services Vehicles	\$5,000
46-50	Repair & Maint. Services Grounds	\$9,348
47-10	Printing and Binding General	\$1,500
48-10	Promotional Activities General	\$12,000
49-30	Other Current Charges/Obligations Permits & Licenses	\$600
51-10	Office Supplies General	\$1,000
52-06	Operating Supplies Cost of Goods Sold (Patch)	\$15,000
52-10	Operating Supplies Gasoline and Diesel Fuel	\$1,500
52-20	Operating Supplies Miscellaneous	\$15,000
91-51	Intragov't Transfer Out to Facilities Fund	\$11,175
91-52	Intragov't Transfer Out to Fleet Management Fund	\$3,166
91-53	Intragov't Transfer Out to IT Systems Fund	\$1,808
99-10	Other Uses Contingency	\$0
Activity 552 - Industry Development Totals		\$225,764
Division 10 - USDA Grant Totals		\$0
Division 11 - DeLuca Grant Totals		\$0
EXPENSE TOTALS		\$225,764
Fund 112 - CRA Community Gardens PATCH Grand Totals		
REVENUE TOTALS		\$225,764
EXPENSE TOTALS		\$225,764
Fund 106 + 112 - Community Redevelopment Agency / Community Gardens PATCH Grand Totals		
GRAND TOTALS REVENUE		\$3,030,531
GRAND TOTALS EXPENSE		\$3,030,531