

AGENDA
COMMUNITY REDEVELOPMENT AGENCY
REGULAR MEETING
TUESDAY, FEBRUARY 13, 2024 - 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. CITIZENS' 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. CRA Director Administrative Report

4. PRESENTATIONS

5. CONSENT AGENDA

1. Minutes: January 9, 2024 CRA Board Meeting Minutes
2. Travel Requests: None.

6. PROPOSALS AND BIDS

7. DISCUSSION AND POSSIBLE ACTION

1. CRA-Owned Property: 608 West Dania Beach Blvd.
2. PATCH - The Fruitful Fields, Inc.
3. PATCH Location Options
4. CRA Executive Director's Contract – *Sponsored by Commissioner James*

8. BOARD MEMBER COMMENTS

9. INFORMATION ITEMS

10. ADJOURNMENT



City of Dania Beach Memorandum

DATE: 2/13/2024

TO: Chair and Board Members

FROM: Michael Chen, Executive Director

SUBJECT: Administrative Report

1. DANIA BEACH INNOVATION ECOSYSTEM

Background: An Innovation Ecosystem has many different platforms to support entrepreneurs and early-stage ventures. The Dania Beach Innovation Ecosystem includes:

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

Update: We have worked with SCORE to provide another Dania Beach Business Academy program – “FIRST TIME HOMEBUYER”. The focus of the program is to help prospective homebuyers to be successful in the challenging South Florida real estate market and provide information on low-income housing programs in Broward County. This program will be promoted through city/CRA networks, the CRA network at AERO Partners, and the Dania Beach Housing Authority. The class topics will be as follows:

- Feb 8: Home Buying in South Florida
- Feb 15: Financing Your Home Purchase
- Feb 22: Credit Repair and Tips on Saving Enough for the Purchase
- Feb 29: Broward County Housing Programs and Habitat For Humanity Broward

2. RECRUITMENT FOR AN EXECUTIVE ASSISTANT

In November 2023, Human Resources initiated the recruitment process for a CRA Executive Assistant. This full-time position is basically the combined replacement of Kha’s part-time Administrative Specialist position and Kisha’s full-time Strategic Communications position, as discussed in the FY2024 CRA Budget process.

The interview panel unanimously selected Denise Greenstein. Ms. Greenstein worked for the City of Ft Lauderdale for the past 18 years in various senior administrative positions, including

Executive Assistant for the Director of Planning and most recently, the Administrative Supervisor in the City Manager's Office. Ms. Greenstein's start date is February 12th.

3. STREETSCAPE VISIONING PLAN FOR WEST 1st AVENUE

Calvin, Giordano & Associates, Inc. (CGA) was engaged to develop a Streetscape Vision Plan for an Arts and Entertainment District centered along the West 1st Avenue corridor, from Stirling Road to NW 3rd Street. The objective of their scope of work is to develop a comprehensive streetscape vision plan for the central spine of the Dania CRA's Arts and Entertainment District. The Board was advised that the City's water main project along W 1st Avenue, from Stirling Road to Old Griffin Road provides a unique opportunity to enhance the streetscape of the corridor at a significantly lower cost than implementing the corridor improvements as a "stand-alone" project.

In coordination with the CRA, CGA has conducted four workshops to discuss the project concept and receive stakeholder feedback on the desired environment and elements of the finished corridor. The workshops were scheduled as follows:

- September 20: CRA Board Workshop
- October 11: Public Arts Board Workshop
- January 17: City Staff Workshop
- January 18: General Public Workshop

In addition to the formal Workshops, the CRA/CGA has been conducting one-on-one discussions with businesses and developers along the corridor that have expressed concerns about specific challenges associated with their operations.

It is anticipated that CGA will have corridor concepts developed by April.

4. CRA ANNUAL REPORT

According to Florida ss163.371, the Community Redevelopment Agency must publish an annual report not later than March 31st of each year.

The FY2022 Annual Report was 88 pages and served to fulfill both the State reporting requirements and provide a city/district marketing piece. The report has been appreciated and well received by developers, investors, and businesses. Except for 6 pages, I wrote the entire report and expect to produce a publication of similar stature and quality for FY2023.



DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY
REGULAR MEETING MINUTES
TUESDAY, JULY 11, 2023 – 5:30 P.M.

1. Call to Order/Roll Call

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

Present:

Chair:	A. J. Ryan IV
Vice-Chair:	Lori Lewellen
Board Members:	Joyce L. Davis
	Tamara James
	Marco A. Salvino, Sr.
Executive Director:	K. Michael Chen
City Attorney:	Eve Boutsis
CRA Secretary:	Elora Riera, MMC

2. Citizen Comments

None.

3. Administrative Reports

Executive Director Chen presented his administrative report that was provided to the Board in their packets. He touched on the following topics:

- Eco System Program – Working with SCORE on “First Time Home Buyer” Program
- Recruitment for CRA Department
- PATCH

There was consensus received for online sales of PATCH produce being generated.

- Downtown Vision Plan Workshop

Some discussion ensued regarding the “First Time Home Buyer” program.

4. Presentations

4.1 Rebuilding Together Broward 2023 Recap by Executive Director of Rebuilding Together Broward, Robin Martin

Executive Director Chen introduced the item and Mr. Martin provided an update on the Rebuilding Together Broward program. He commented that 11 homes were completed in Dania Beach, 24 homes are or are in the process of receiving AAA, and 2 homes were owned by veterans.

Board member Davis thanked Mr. Martin for the hard work that was done in 2023 and for the veteran's program.

Discussion ensued regarding getting the information out to the residents about the program, so they are aware and are not hesitant of the services being offered.

5. Consent Agenda

Board member James made a motion to approve the consent agenda. The motion was seconded by Vice Chair Lewellen which carried unanimously on voice vote.

5.1 Minutes: December 12, 2023 CRA Regular Board Meeting

Approved on consent.

5.2 Travel Requests: None.

5.3 Renewal Agreement with Rebuilding Together Broward County for the At Home Dania Beach Beautification Program 2024

Approved on consent.

6. Proposals and Bids

There were no proposals on this agenda.

7. Discussion and Possible Action

There were no discussion items on this agenda.

8. Board Member Comments

Board member Davis commented on the meeting schedule and the possibility of consolidating meetings.

Board member James commented that the prior Director would change the start times of the meetings depending on the size of the agendas. She stated that she is in agreement with going back to that option.

Board member Salvino had no comments.

Vice Chair Lewellen had no comments.

Chair Ryan had no comments.

9. Information Items

There were no information items on this agenda.

10. Adjournment

Chair Ryan adjourned the meeting at 6:04 p.m.

ATTEST:

COMMUNITY REDEVELOPMENT
AGENCY

ELORA RIERA, MMC
CRA SECRETARY

ARCHIBALD J. RYAN IV
CHAIR – CRA



City of Dania Beach Memorandum

DATE: 2/13/2024

TO: Chair and Board Members

FROM: Michael Chen, CRA Executive Director

SUBJECT: CRA-Owned Property: 608 West Dania Beach Blvd.

Request:

Florida Statutes 163.380 requires a published notice of the CRA's interest in selling a CRA-owned property prior to disposition of any real property or interest therein. It is requested the Board authorize the CRA to publish such public notice and initiate an RFP process for the CRA-owned site at 608 West Dania Beach Boulevard. The CRA is also seeking the Board's preference for the level of affordability.

Background:

Interested Party: On January 23, 2024, the CRA received a letter from the Miami-Dade Affordable Housing Foundation, Inc. (MDAHFI) expressing an interest in developing affordable housing units on the CRA-owned property at 608 West Dania Beach Boulevard.

MDAHFI was established by the Housing Finance Authority of Miami-Dade County "to increase the ability of low- and moderate-income families in attaining home ownership by providing affordable mortgage financing and other related services." The Foundation works in partnership with like-minded organizations to foster economic and community development as stabilization of neighborhoods in need of quality housing. In Broward County, MDAFHI operates as Affordable Housing Development Solutions, Inc. (AHDS)

On February 12, 2019 the CRA adopted Resolution No. 2019-CRA-003, authorizing a Development Agreement and restrictive covenants related to the At Home Dania Beach Affordable Housing program with AHDS for six (6) single-family building sites. All six houses were built and sold according to the terms of the Development Agreement.

The Property: The CRA-owned property of interest is 608 West Dania Beach Boulevard is identified as BCPA Folio No. 5042 34 01 2520, (Site) The Site, located at the NWC of W Dania Beach Blvd and NW 6th Ave, encompasses 10,850sf (0.249 acres).

Budgetary Impact

MDAHFI is seeking the donation of the land, without additional financial support, to build the low-income/workforce affordable houses as preferred by the CRA.

Recommendation

Attachments: Miami-Dade Affordable Housing Foundation, Inc letter of interest
BCPA Folio No. 5042 34 01 2520
608 West Dania Beach Blvd Appraisal (Aug 8, 2023)
608 West Dania Beach Blvd Survey
Photos of houses built by AHDS in Dania Beach



January 23, 2024

Mr. Micheal Chen
CRA Executive Director
City of Dania Beach
100 W. Dania Beach Blvd,
Dania Beach, Florida 33004

Re: Building opportunity for workforce housing in Dania Beach CRA District.

Dear Mr. Chen,

It has come to my attention that the vacant property located on the corner of West Dania Beach Boulevard and Northwest 6th Avenue may be available for development. This letter serves as our request for consideration to develop the property.

As you know, the Miami-Dade Affordable Housing Foundation (MDAHFI) *dba* Affordable Housing Development Solutions Inc. (AHDS) has an outstanding reputation with the City of Dania Beach relating to the development of affordable housing. Our work in the City reflects the successful development of six (6) vacant lots. The 3 bed/2 bath units were diverse to the community and an asset to the already established neighborhood. Two of the developments are classified as modern contemporary while the other four homes have a more tropical contemporary feel. Our work in the community is proof of our ability to provide a variety of housing styles that will fit any future plans for development in the City of Dania Beach.

AHDS remains prepared to develop workforce or affordable housing within the City of Dania Beach. AHDS has the capacity to develop on the vacant parcel mentioned as well as any other available properties. As was the arrangement in the past, AHDS will provide the financing needed for all construction efforts. Our request is that the City provide the properties at no cost to our agency. This arrangement allows better pricing and affordability to the end buyer.

We would welcome the opportunity to build workforce housing in the City. Our recent partnership proved beneficial to City residents, provided a housing product that enhanced the City's historic community and assisted in meeting the goals of the Community Redevelopment Agency.

I welcome a meeting with you at your earliest convenience.

Sincerely,


Audrey Robertson
Executive Director



Site Address	608 W DANIA BEACH BOULEVARD, DANIA BEACH FL 33004	ID #	5042 34 01 2520
Property Owner	CITY OF DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY	Millage	0413
Mailing Address	100 W DANIA BEACH BLVD DANIA BEACH FL 33004-3643	Use	80-01
Abbr Legal Description	TOWN OF MODELO (DANIA) B-49 D LOT 21,24 BLK 17		

The just values displayed below were set in compliance with [Sec. 193.011](#), Fla. Stat., and include a reduction for costs of sale and other adjustments required by [Sec. 193.011\(8\)](#).

* 2023 values are considered "working values" and are subject to change.

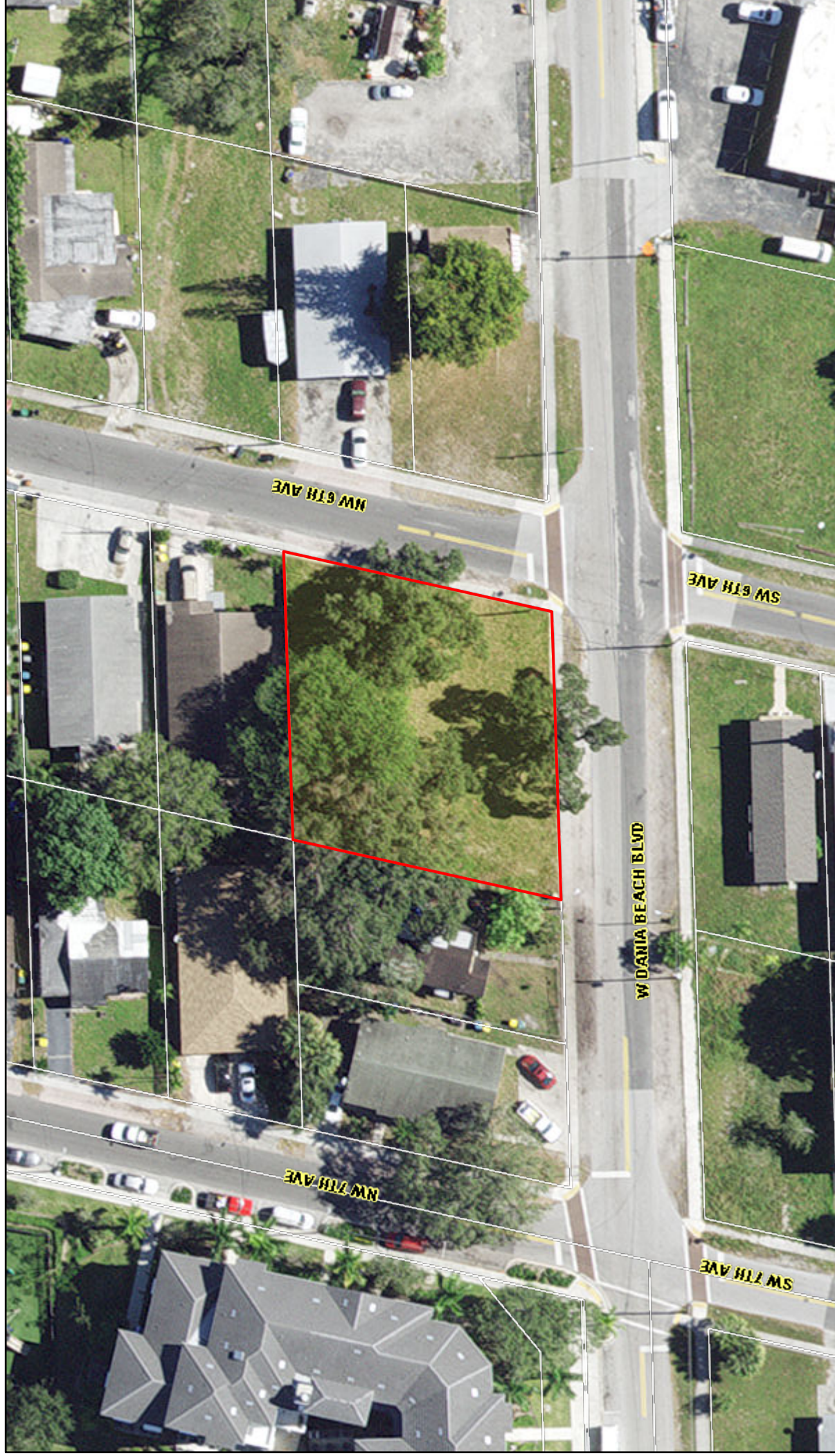
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	\$162,750		\$162,750	\$78,770	
2022	\$130,200		\$130,200	\$71,610	\$18.00
2021	\$65,100		\$65,100	\$65,100	\$18.00

2023* Exemptions and Taxable Values by Taxing Authority

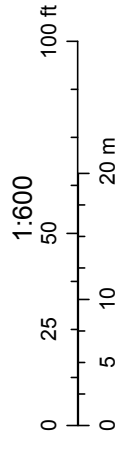
	County	School Board	Municipal	Independent
Just Value	\$162,750	\$162,750	\$162,750	\$162,750
Portability	0	0	0	0
Assessed/SOH	\$78,770	\$162,750	\$78,770	\$78,770
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type 15	\$78,770	\$162,750	\$78,770	\$78,770
Taxable	0	0	0	0

Sales History				Land Calculations		
Date	Type	Price	Book/Page or CIN	Price	Factor	Type
7/15/2019	QCD-T	\$100	115961661	\$15.00	10,850	SF
6/5/2007	CET-T	\$100	44260 / 204			
7/1/2003	WD	\$65,000	35647 / 149			
5/1/1987	QCD	\$100	14466 / 379			
				Adj. Bldg. S.F.		

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
04						DS		
X								
1						.3		



June 30, 2023



LEGEND

	FP&L BOX		CATCH BASIN
	CONTROL VALVE		CLEAN OUT
	GUY ANCHOR		MANHOLE
	WATER METER		WELL
	FIRE HYDRANT		WATER VALVE
	CABLE JUNCTION BOX		
	ELECTRIC SERVICE		
	POOL EQUIPMENT		
	POWER/LIGHT POLE		
	SPRINKLER SYSTEM		
	BRICK/TILE PAVERS		
	CENTERLINE		
	CONCRETE/CHAT		
	CONCRETE WALL		
	ELEVATION		
	METAL FENCE		
	OVERHEAD WIRES		
	WOOD DECK/DOCK		
	WOOD/PVC FENCE		

ABBREVIATIONS

AC	AIR CONDITIONER
AE	ANCHOR EASEMENT
BC	BUILDING CORNER
BM	BENCHMARK
BW	BACK OF WALK
C	CALCULATED
CNF	CORNER NOT FOUND
DE	DRAINAGE EASEMENT
E/F	END/FENCE
EP	EDGE OF PAVEMENT
EW	EDGE OF WATER
F/C	FENCE/CORNER
FF	FINISH FLOOR
F/L	FENCE/LINE
FIP	FOUND IRON PIPE
FIR	FOUND IRON ROD
FN	FOUND NAIL
FN&D	FOUND NAIL & DISC
FN&T	FOUND NAIL & TAB
FP&L	FLORIDA POWER & LIGHT
GAR	GARAGE
GEN	GENERATOR
INSTR	INSTRUMENT
OP	OPEN PORCH
ORB	OFFICIAL RECORD BOOK
M	MEASURED
NTS	NOT TO SCALE
PB	PLAT BOOK
PC	POINT OF CURVATURE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PAGE	PAGE
PRC	POINT OF REVERSE CURVE
PRM	PERMANENT REFERENCE MONUMENT
PT	POINT OF TANGENCY
R	RECORD
RAD	RADIAL
RW	RIGHT-OF-WAY
SN&D	SET NAIL & DISC 5495
SP	SCREENED PORCH
SP&C	SET 1/2" PIN & CAP 5495
UE	UTILITY EASEMENT

ATLANTIC COAST
S U R V E Y I N G I N C .

PAUL J STOWELL
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATION NO. 5241
ATLANTIC COAST SURVEYING, INC.
13798 NW 4th Street, Suite 306
Sunrise, FL 33325
P: 954.567.2100 E: info@acswb.net

- SURVEYOR'S NOTES**
1. BASIS OF BEARINGS ASSUMED UNLESS OTHERWISE INDICATED ON SKETCH.
 2. LEGAL DESCRIPTION PROVIDED BY CLIENT OR PROPERTY APPRAISER WEBSITE.
 3. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THIS OFFICE FOR EASEMENTS, RIGHT-OF-WAYS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD.
 4. UNDERGROUND OR INTERIOR PORTIONS OF FOOTINGS, FOUNDATIONS, WALLS OR OTHER NON-VISIBLE IMPROVEMENTS WERE NOT LOCATED.
 5. ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 UNLESS OTHERWISE INDICATED ON SKETCH.
 6. FLOOR ELEVATION OBTAINED FROM MAIN ENTRY WAY OF STRUCTURE UNLESS OTHERWISE INDICATED ON SKETCH.
 7. FENCE TIES ARE TO THE CENTER-LINE OF FENCE. WALL TIES ARE TO THE FACE OF WALL.
 8. IN SOME INSTANCES GRAPHIC REPRESENTATIONS HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE THE CONTROL. THE LOCATION OF THE IMPROVEMENTS OVER SCALED POSITIONS.
 9. THE DIMENSIONS AND DIRECTIONS SHOWN HEREON ARE IN SUBSTANTIAL AGREEMENT WITH RECORD VALUES UNLESS OTHERWISE NOTED.
 10. PARTY WALLS ARE CENTERED ON PROPERTY LINE AND ARE 0.7' WIDE UNLESS OTHERWISE NOTED.
 11. EXISTING CORNERS FOUND OFFSETS WITNESS PROPERTY CORNERS
 12. OBSTRUCTED CORNERS ARE WITNESSED BY IMPROVEMENTS.
 13. NO ATTEMPT WAS MADE TO LOCATE WRITTEN OR UNWRITTEN EASEMENTS OR RIGHTS-OF-WAY, OTHER THEN THOSE SHOWN HEREON.

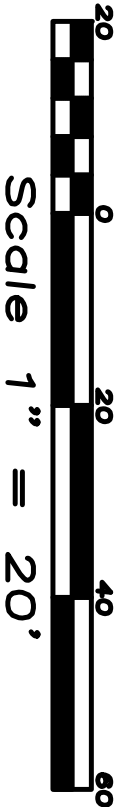
LEGAL DESCRIPTION
LOTS 21 AND 24, BLOCK 17, OF THE TOWN OF MODELO (NOW DANIA), ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK B, PAGE 49, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID LANDS SITUATED LYING AND BEING IN BROWARD COUNTY, FLORIDA; BEING THE SAME PROPERTY CONNECTED TO THE CITY OF DANIA BEACH BY CERTIFICATE OF TITLE, RECORDED IN OFFICIAL RECORDS BOOK 44260, PAGE 204, ON JUNE 28, 2007, IN THE BROWARD COUNTY OFFICIAL RECORDS.

CERTIFIED TO:
CITY OF DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

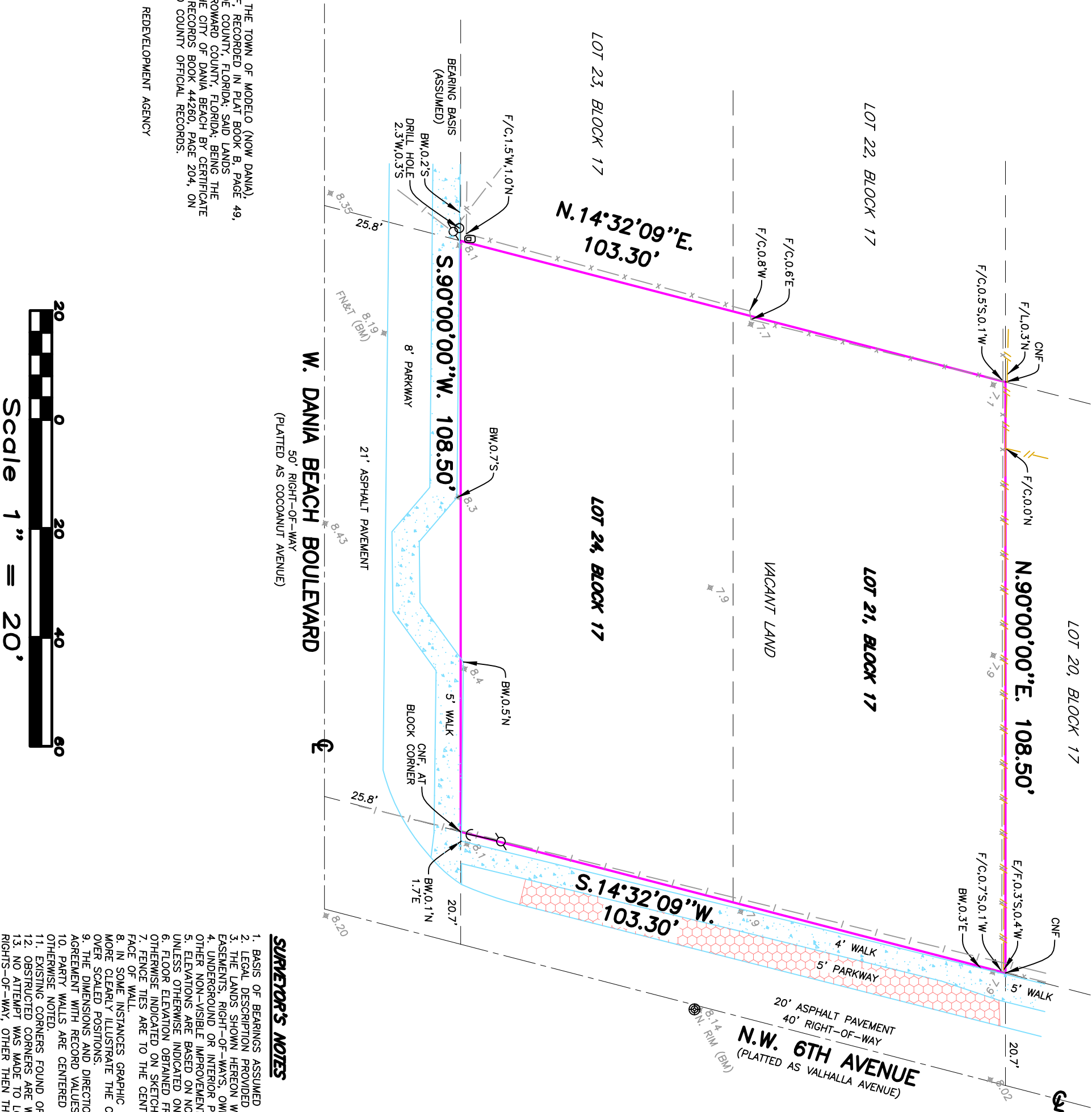
PROPERTY ADDRESS
608 W DANIA BEACH BOULEVARD
DANIA BEACH, FL 33004

BOUNDARY SURVEY
INVOICE # 44450
SURVEY DATE 08/29/23

FLOOD ZONE XO-2%
MAP DATE 08/18/14
MAP NUMBER 120034 0567H



Scale 1" = 20'



**AT HOME DANIA BEACH RESIDENTIAL REVITALIZATION PROGRAM
HOUSES BUILT UNDER THE AHDS DEVELOPMENT AGREEMENT**

19 NW 14th Ave



47 NW 14th Ave.



135 NW 6th Ave.



1361 W Dania Beach Blvd



149 NW 6th Ave



40 NW 14th Ave



APPRAISAL OF REAL PROPERTY



LOCATED AT

608 W Dania Beach Blvd
Dania, FL 33004
Town of Modelo Lot 21 and 24, Block 17, PB B-49

FOR

City of Dania Beach CRA
100 W. Dania Beach Boulevard
Dania Beach, FL 33004

OPINION OF VALUE

\$195,300

AS OF

August 8, 2023

BY

Robert D. Miller, ASA
The Urban Group, Inc.
150 SE 12th Street, Suite 100
Ft. Lauderdale, FL 33316
954-522-6226
rmiller@theurbangroup.com

LAND APPRAISAL REPORT

File No.: 23055

SUBJECT	Property Address: 608 W Dania Beach Blvd		City: Dania		State: FL		Zip Code: 33004																																																																																																																													
	County: Broward		Legal Description: Town of Modelo Lot 21 and 24, Block 17, PB B-49																																																																																																																																	
	Assessor's Parcel #: 5042-34-01-2520		Tax Year: 2022		R.E. Taxes: \$ 18.00		Special Assessments: \$ 0																																																																																																																													
	Market Area Name: Dania Beach		Map Reference: 22744		Census Tract: 0805.00																																																																																																																															
ASSIGNMENT	Current Owner of Record: City of Dania Beach CRA		Borrower (if applicable):																																																																																																																																	
	Project Type (if applicable): ☐ PUD ☐ De Minimis PUD ☒ Other (describe) Vacant Lot		HOA: \$ 0		☐ per year ☐ per month																																																																																																																															
	Are there any existing improvements to the property? ☒ No ☐ Yes		If Yes, indicate current occupancy: ☐ Owner ☐ Tenant ☒ Vacant ☐ Not habitable																																																																																																																																	
	If Yes, give a brief description:																																																																																																																																			
MARKET AREA DESCRIPTION	The purpose of this appraisal is to develop an opinion of: ☒ Market Value (as defined), or ☐ other type of value (describe)																																																																																																																																			
	This report reflects the following value (if not Current, see comments): ☒ Current (the Inspection Date is the Effective Date) ☐ Retrospective ☐ Prospective																																																																																																																																			
	Property Rights Appraised: ☒ Fee Simple ☐ Leasehold ☐ Leased Fee ☐ Other (describe)																																																																																																																																			
	Intended Use: The intended use of this report is for the clients to utilize in the possible sale of this surplus property.																																																																																																																																			
SITE DESCRIPTION	Intended User(s) (by name or type): The intended users of this report are the client, The City of Dania Beach Community Redevelopment Agency and their legal and financial representatives, the City Commission and eventually the report will be a public record of the city.																																																																																																																																			
	Client: City of Dania Beach CRA		Address: 100 W. Dania Beach Boulevard, Dania Beach, FL 33004																																																																																																																																	
	Appraiser: Robert D. Miller, ASA		Address: 150 SE 12th Street, Suite 100, Ft. Lauderdale, FL 33316																																																																																																																																	
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LAND APPRAISAL REPORT

File No.: 23055

My research ☒ did ☐ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.							
Data Source(s): MLS, BCPA, Deed							
TRANSFER HISTORY	1st Prior Subject Sale/Transfer		Analysis of sale/transfer history and/or any current agreement of sale/listing: The most recent transfer for the subject				
	Date:	6/5/2007	was via foreclosure action (OR Book 444260 Page 204) in June of 2007 when the City of Dania Beach				
	Price:	\$100	acquired the property. Prior to this transfer, a sale for \$65,000 occurred in July of 2003 (OR Book				
	Source(s):	BCPA, MLS	35647/149).				
	2nd Prior Subject Sale/Transfer						
	Date:	7/1/2003					
	Price:	\$65,000					
	Source(s):	BCPA, MLS					

FEATURE	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	608 W Dania Beach Blvd Dania, FL 33004	222 NW 5th Ave Dania, FL 33004	108 NW 13th Ave Dania, FL 33004	226 NW 13th Ct Dania, FL 33004
Proximity to Subject		0.33 miles NE	0.33 miles NW	0.42 miles NW
Sale Price	\$	\$ 14.67	\$ 16.49	\$ 17.61
Price/ Sq.Ft.	\$	\$	\$	\$ 0.01
Data Source(s)	Inspection	BCPA, Inspection, MLS	BCPA, Inspection, MLS	BCPA, Inspection, MLS
Verification Source(s)	Pub Rec MLS.	Pub. Rec., MLS, Deed	Pub. Rec., MLS, Deed	Pub. Rec., MLS, Deed
VALUE ADJUSTMENT	DESCRIPTION	DESCRIPTION	+ (-) \$ Adjust	DESCRIPTION
Sales or Financing	N/A	Conventional		Conventional
Concessions		None		None
Date of Sale/Time		3-31-2023		3-1/2022
Rights Appraised	Fee Simple	Fee Simple		Fee Simple
Location	Residential	Residential		Residential
Site Area (in Sq.Ft.)	10,850	5,430	-0.7	3,400
Zoning	NBHD-MU	CC-City Center		NBRD-Res
Sale Price		\$80,000		\$59,900
Net Adjustment (Total, in \$)		☐ + ☒ - \$ -0.7	☒ + ☐ - \$ 0.85	☒ + ☐ - \$ 0.91
Adjusted Sale Price (in \$)		Net 4.8 %	Net 5.2 %	Net 5.2 %
		Gross 4.8 % \$ 13.97	Gross 14.9 % \$ 17.34	Gross 14.8 % \$ 18.52

Summary of Sales Comparison Approach In this appraisal assignment, we reviewed land sales in the vicinity of the subject property and our research indicated more than 10 sales and we have narrowed that down to the 7 sales included. Two of the sales had a mixed use zoning and one sale had a City Center zoning but was similar to the subject. The other sales were adjusted upwards for inferior zoning utilizing a 10% upward adjustment. Sales 4 and 6 adjusted downward at 5% for the zoning differences. The sales occurred over the time frame of August of 2021 to March of 2023 and no adjustment for time was considered applicable based on the review of the older and newer sales. The sales ranged in size from a low of 3,400 to an assembled lot purchase of 14,893 and the sales were adjusted downward by 5% for the smaller sizes. Adjustments were minimal and consisted of land size and zoning adjustments with one adjustment for location. The adjusted sale price range was from \$13.97 to \$24.31 per square foot of land area with the majority of the sales in the \$16.42 to \$20.92 range. Based on the review of the sales data, a market value of \$18.00 per square foot of land area was considered applicable. This indicates a market value of \$195,300.

PROJECT INFORMATION FOR PUDs (if applicable) ☐ The Subject is part of a Planned Unit Development.

Legal Name of Project: _____

Describe common elements and recreational facilities: _____

Indicated Value by: Sales Comparison Approach \$ **195,300** or \$ **18.00** per Sq.Ft.

Final Reconciliation Based on the review of the Sales Comparison Approach to Value, we estimated the market value at \$195,300

This approach is considered to be most applicable in the valuation of this type of land.

This appraisal is made ☒ "as is", or ☐ subject to the following conditions: _____

☐ This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.

Based upon an inspection of the subject property, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is:

\$ **\$195,300**, as of: **August 8, 2023**, which is the effective date of this appraisal.

If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.

A true and complete copy of this report contains 20 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report, which contains the following attached exhibits: ☒ Scope of Work

☒ Limiting Cond./Certifications ☐ Narrative Addendum ☒ Location Map(s) ☒ Flood Addendum ☒ Additional Sales

☒ Photo Addenda ☒ Parcel Map ☐ Hypothetical Conditions ☐ Extraordinary Assumptions ☐ Hypothetical Conditions

ATTACH.	Client Contact: K. Michael Chen, Executive Director	Client Name: City of Dania Beach CRA
	E-Mail: mchen@daniabeachfl.gov	Address: 100 W. Dania Beach Boulevard, Dania Beach, FL 33004
	APPRaiser	
	SUPERVISORY APPRAISER (if required) or CO-APPRaiser (if applicable)	

SIGNATURES	Appraiser Name: Robert D. Miller, ASA	Supervisory or Co-Appraiser Name: _____
	Company: The Urban Group, Inc.	Company: _____
	Phone: 954-522-6226 Fax: 954-522-6422	Phone: _____ Fax: _____
	E-Mail: rmiller@theurbangroup.com	E-Mail: _____
	Date of Report (Signature): 08/15/2023	Date of Report (Signature): _____
	License or Certification #: RZ1270 State: FL	License or Certification #: _____ State: _____
	Designation: ASA	Designation: _____
	Expiration Date of License or Certification: 11/30/2024	Expiration Date of License or Certification: _____
	Inspection of Subject: ☒ Did Inspect ☐ Did Not Inspect (Desktop)	Inspection of Subject: ☐ Did Inspect ☐ Did Not Inspect
	Date of Inspection: August 8, 2023	Date of Inspection: _____

File No.: 23055

SALES COMPARISON APPROACH

File No.: 23055

SALES COMPARISON APPROACH

Comparable Sales Map

Borrower						
Property Address	608 W Dania Beach Blvd					
City	Dania	County	Broward	State	FL	Zip Code 33004
Lender/Client	City of Dania Beach CRA					



Subject Photo Page

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View Looking North

608 W Dania Beach Blvd
Sales Price
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Residential
View SF Residential
Site 10,850
Quality
Age



Street Scene



View Looking Northwest

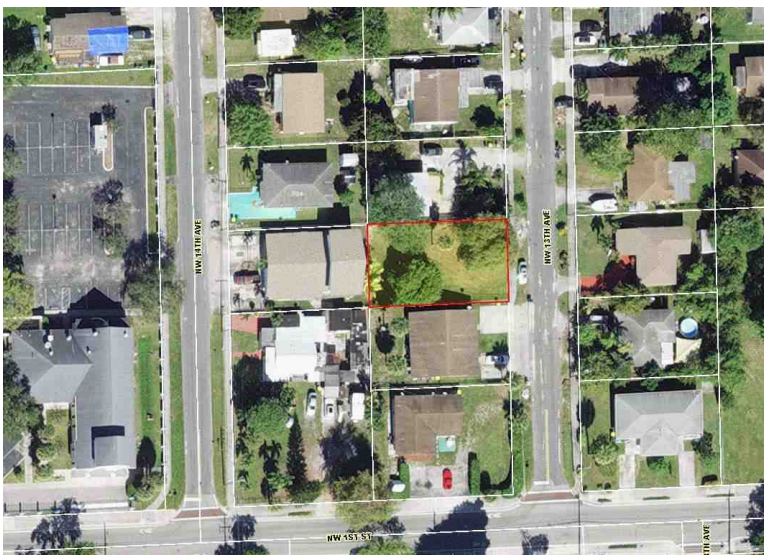
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				Zip Code	33004
Lender/Client	City of Dania Beach CRA				



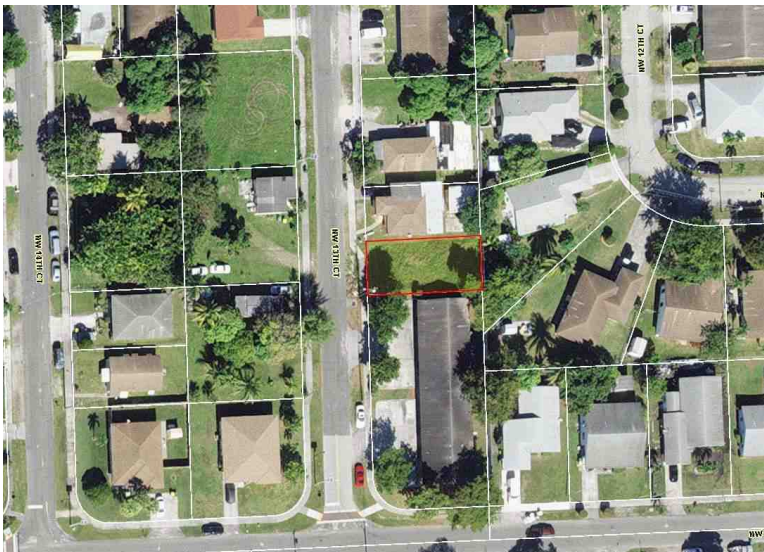
Comparable 1

222 NW 5th Ave
 Prox. to Subject 0.33 miles NE
 Sales Price 14.67
 Gross Living Area 5,391
 Total Rooms 12
 Total Bedrooms 7
 Total Bathrooms 5.5
 Location Residential
 View SF Residential
 Site 5,430
 Quality Good
 Age 20



Comparable 2

108 NW 13th Ave
 Prox. to Subject 0.33 miles NW
 Sales Price 16.49
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location Residential
 View
 Site 6,066
 Quality
 Age

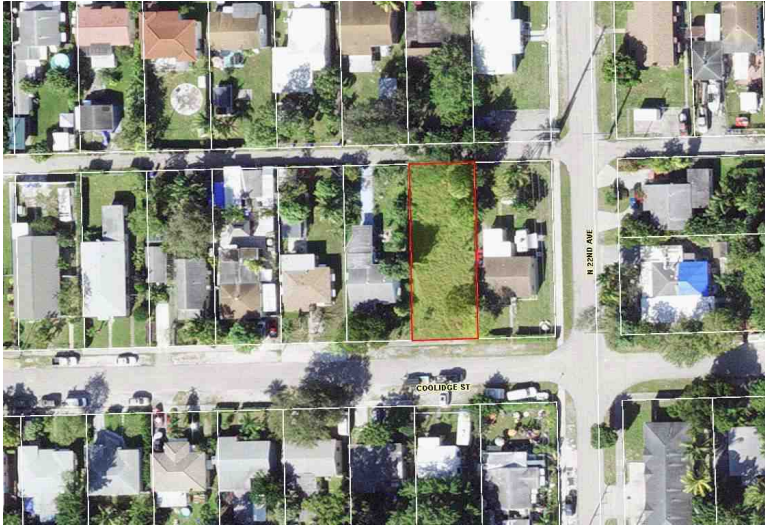


Comparable 3

226 NW 13th Ct
 Prox. to Subject 0.42 miles NW
 Sales Price 17.61
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location Residential
 View
 Site 3,400
 Quality
 Age

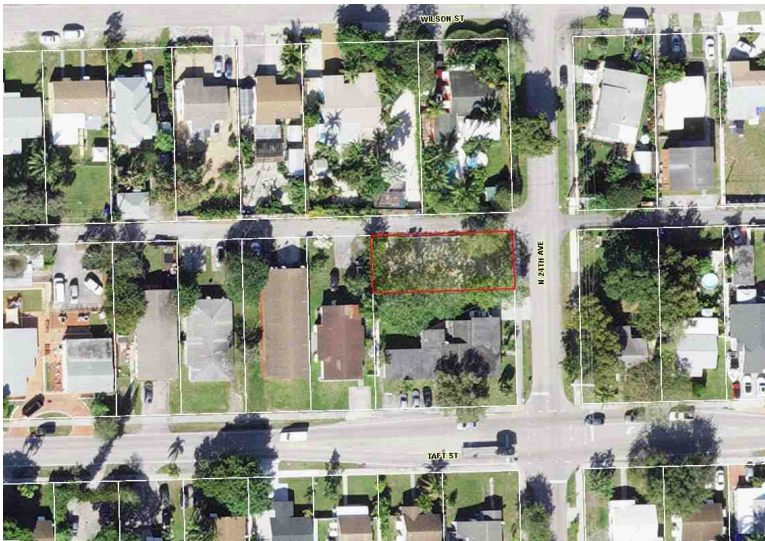
Comparable Photo Page

Borrower					
Property Address	608 W Dania Beach Blvd				
City	Dania	County	Broward	State	FL
				Zip Code	33004
Lender/Client	City of Dania Beach CRA				



Comparable 4

2205 Coolidge St
 Prox. to Subject 1.63 miles S
 Sale Price 26.12
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location Residential
 View
 Site 6,718
 Quality
 Age



Comparable 5

1710 N 24th Ave
 Prox. to Subject 1.86 miles S
 Sale Price 15.61
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location Residential
 View
 Site 4,836
 Quality
 Age



Comparable 6

20 SW 15th St
 Prox. to Subject 1.25 miles S
 Sale Price 20.23
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location Residential
 View
 Site 8,155
 Quality
 Age

Comparable Photo Page

Borrower						
Property Address	608 W Dania Beach Blvd					
City	Dania	County	Broward	State	FL	Zip Code 33004
Lender/Client	City of Dania Beach CRA					



Comparable 7

1380 SW 3rd Ave
Prox. to Subject 1.16 miles S
Sale Price 23.11
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Residential
View
Site 14,893
Quality
Age

Comparable 8

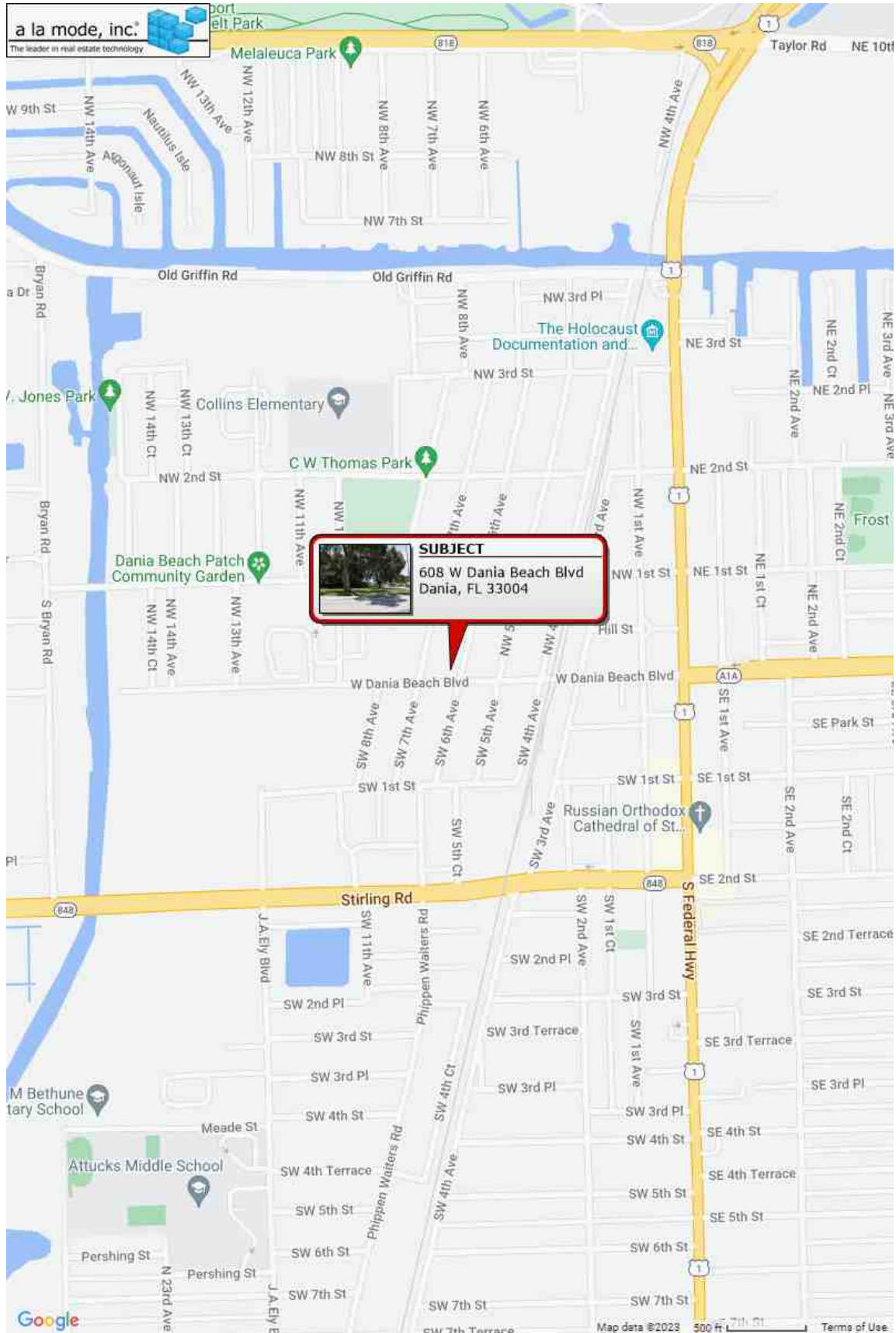
Prox. to Subject
Sale Price
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location
View
Site
Quality
Age

Comparable 9

Prox. to Subject
Sale Price
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location
View
Site
Quality
Age

Subject Location Map

Borrower						
Property Address	608 W Dania Beach Blvd					
City	Dania	County	Broward	State	FL	Zip Code 33004
Lender/Client	City of Dania Beach CRA					



Flood Map

Borrower						
Property Address	608 W Dania Beach Blvd					
City	Dania	County	Broward	State	FL	Zip Code 33004
Lender/Client	City of Dania Beach CRA					



[illegible]

An aerial photograph of a residential neighborhood. The image shows a grid of streets including NW 27th Ave, NW 28th Ave, NW 29th Ave, NW 30th Ave, NW 31st Ave, NW 32nd Ave, NW 33rd Ave, NW 34th Ave, NW 35th Ave, NW 36th Ave, NW 37th Ave, NW 38th Ave, NW 39th Ave, NW 40th Ave, NW 41st Ave, NW 42nd Ave, NW 43rd Ave, NW 44th Ave, NW 45th Ave, NW 46th Ave, NW 47th Ave, NW 48th Ave, NW 49th Ave, NW 50th Ave, NW 51st Ave, NW 52nd Ave, NW 53rd Ave, NW 54th Ave, NW 55th Ave, NW 56th Ave, NW 57th Ave, NW 58th Ave, NW 59th Ave, NW 60th Ave, NW 61st Ave, NW 62nd Ave, NW 63rd Ave, NW 64th Ave, NW 65th Ave, NW 66th Ave, NW 67th Ave, NW 68th Ave, NW 69th Ave, NW 70th Ave, NW 71st Ave, NW 72nd Ave, NW 73rd Ave, NW 74th Ave, NW 75th Ave, NW 76th Ave, NW 77th Ave, NW 78th Ave, NW 79th Ave, NW 80th Ave, NW 81st Ave, NW 82nd Ave, NW 83rd Ave, NW 84th Ave, NW 85th Ave, NW 86th Ave, NW 87th Ave, NW 88th Ave, NW 89th Ave, NW 90th Ave, NW 91st Ave, NW 92nd Ave, NW 93rd Ave, NW 94th Ave, NW 95th Ave, NW 96th Ave, NW 97th Ave, NW 98th Ave, NW 99th Ave, NW 100th Ave. A red rectangle highlights a specific parcel of land located between NW 27th Ave and NW 28th Ave, and between NW 30th Ave and NW 31st Ave. The parcel is surrounded by other residential lots, some with houses and others with trees. The image is oriented with North at the top.

Site Sketch



SUBJECT DEED

CFN # 107179789, OR BK 44260 Page 204, Page 1 of 2, Recorded 06/28/2007 at 01:08 PM, Broward County Commission, Doc. D \$0.70 Deputy Clerk 3110

10:59
31

IN THE CIRCUIT COURT OF THE 17th
JUDICIAL CIRCUIT IN AND FOR
BROWARD COUNTY, FLORIDA

CITY OF DANIA BEACH,
a municipal corporation,

CASE NO. 06-018091(25)

Plaintiff,

vs.

DONELL PETERMAN, MICHELLE
PETERMAN, and UNKNOWN TENANT
#1 in possession,

Defendants.

CERTIFICATE OF TITLE

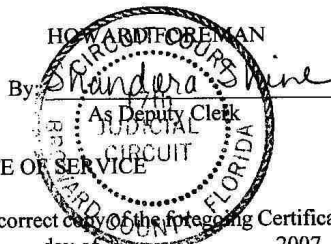
The undersigned Clerk of the Court certifies that said Clerk executed and filed a Certificate of Sale in this action on MAY 24, 2007, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Broward County, Florida:

Lots 21 and 24, in Block 17, of the TOWN OF MODELO, NOW
DANIA, according to the Plat thereof, as recorded in Plat Book B,
Page 49 of the Public Records of Broward County, Florida.
Parcel ID: 5042 34 01 2520.

was sold to CITY OF DANIA BEACH of BROWARD County, whose address is
A MUNICIPAL CORPORATION 100 WEST DANIA BEACH BOULEVARD, DANIA BEACH, FL
33004

WITNESS my hand and seal of the court on this 5 day of JUNE,
2007.



CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Certificate of Sale has been furnished by United States Mail this ____ day of _____, 2007, to each of the addressees on the attached Service List.

Deputy Clerk

6

SUBJECT DEED

CFN # 107179789, OR BK 44260 PG 205, Page 2 of 2

6/1

SERVICE LIST
CITY OF DANIA BEACH v. PETERMAN, et al.
CASE NO.: 06-018091 (25)

DONELL PETERMAN, Defendant
110 Normandy Drive
Silver Spring, MD 20901

MICHELLE PETERMAN, Defendant
110 Normandy Drive
Silver Spring, MD 20901

UNKNOWN TENANT #1 in possession, Defendant
608 West Dania Beach Boulevard
Dania Beach, FL 33004

Assumptions, Limiting Conditions & Scope of Work

File No.: 23055

Property Address:	608 W Dania Beach Blvd	City:	Dania	State:	FL	Zip Code:	33004
Client:	City of Dania Beach CRA	Address:	100 W. Dania Beach Boulevard, Dania Beach, FL 33004				
Appraiser:	Robert D. Miller, ASA	Address:	150 SE 12th Street, Suite 100, Ft. Lauderdale, FL 33316				

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- The appraiser may have provided a sketch in the appraisal report to show approximate dimensions of the improvements, and any such sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size. Unless otherwise indicated, a Land Survey was not performed.
- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
- If the cost approach is included in this appraisal, the appraiser has estimated the value of the land in the cost approach at its highest and best use, and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used. Unless otherwise specifically indicated, the cost approach value is not an insurance value, and should not be used as such.
- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
- If this appraisal is indicated as subject to satisfactory completion, repairs, or alterations, the appraiser has based his or her appraisal report and valuation conclusion on the assumption that completion of the improvements will be performed in a workmanlike manner.
- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.
- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database.
- An appraisal of real property is not a 'home inspection' and should not be construed as such. As part of the valuation process, the appraiser performs a non-invasive visual inventory that is not intended to reveal defects or detrimental conditions that are not readily apparent. The presence of such conditions or defects could adversely affect the appraiser's opinion of value. Clients with concerns about such potential negative factors are encouraged to engage the appropriate type of expert to investigate.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):

The scope of work on this assignment involved the review of sales and listing information in the area of the subject property and the review of the Sales Comparison Approach to Value, as this is most applicable in the valuation of vacant land parcels. The zoning and land use were reviewed and an analysis of the highest and best use was completed. The analysis did not required any appraisal assumptions or hypothetical conditions.

Certifications

File No.: 23055

Property Address:	608 W Dania Beach Blvd	City:	Dania	State:	FL	Zip Code:	33004
Client:	City of Dania Beach CRA	Address:	100 W. Dania Beach Boulevard, Dania Beach, FL 33004				
Appraiser:	Robert D. Miller, ASA	Address:	150 SE 12th Street, Suite 100, Ft. Lauderdale, FL 33316				

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.

Additional Certifications:

DEFINITION OF MARKET VALUE *:

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

* This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

SIGNATURES

Client Contact:	Mr. K. Michael Chen, Executive Director	Client Name:	City of Dania Beach CRA
E-Mail:	mchen@daniabeachfl.gov	Address:	100 W. Dania Beach Boulevard, Dania Beach, FL 33004
APPRAISER	SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)		
		Supervisory or Co-Appraiser Name:	
Appraiser Name:	Robert D. Miller, ASA	Company:	
Company:	The Urban Group, Inc.	Phone:	
Phone:	954-522-6226	Fax:	954-522-6422
E-Mail:	rmiller@theurbangroup.com	E-Mail:	
Date Report Signed:	08/15/2023	Date Report Signed:	
License or Certification #:	RZ1270	License or Certification #:	
Designation:	ASA	Designation:	
Expiration Date of License or Certification:	11/30/2024	Expiration Date of License or Certification:	
Inspection of Subject:	☒ Interior & Exterior ☒ Exterior Only ☐ None	Inspection of Subject:	☐ Interior & Exterior ☐ Exterior Only ☐ None
Date of Inspection:	August 8, 2023	Date of Inspection:	

Borrower		File No. 23055	
Property Address	608 W Dania Beach Blvd		
City	Dania	County	Broward
		State	FL
		Zip Code	33004
Lender/Client	City of Dania Beach CRA		

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

- ☒ Appraisal Report (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- ☐ Restricted Appraisal Report (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:

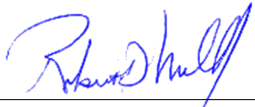
- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Comments on Appraisal and Report Identification

Note any USPAP related issues requiring disclosure and any State mandated requirements:

The appraiser has completed an appraisal on the subject property in October of 2018 for the City of Dania Beach. No other appraisal assignments were completed during the previous three years.

APPRAISER:

Signature: 

Name: Robert D. Miller, ASA

State Certification #: RZ1270

or State License #:

State: FL Expiration Date of Certification or License: 11/30/2024

Date of Signature and Report: 08/15/2023

Effective Date of Appraisal: August 8, 2023

Inspection of Subject: ☐ None ☒ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable): August 8, 2023

SUPERVISORY or CO-APPRAISER (if applicable):

Signature: _____

Name: _____

State Certification #: _____

or State License #: _____

State: _____ Expiration Date of Certification or License: _____

Date of Signature: _____

Inspection of Subject: ☐ None ☐ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable): _____



City of Dania Beach Memorandum

DATE: 2/13/2024

TO: Chair and Board Members

FROM: Michael Chen, Executive Director

SUBJECT: PATCH - The Fruitful Fields, Inc.

Request:

The CRA requests Board approval of The Fruitful Fields Agreement.

Background:

The People's Access to Community Horticulture (PATCH™) was established in 2012 to create an environmentally sustainable urban farm within the community, creating a network of secure healthy food sources of naturally grown vegetables and fruits.

Historically, the PATCH has been staffed by three part-time employees: a Lead Coordinator and two Coordinators. It has been challenging to find qualified people willing to do manual labor in the Florida heat and weather for part-time wages and benefits. The CRA wishes to improve operating efficiency, reduce the operating costs, and increase the productivity of the PATCH. Jaime Castoro, as a sole proprietor of ProStar, has been providing farming and crop management strategies to the PATCH for over nine years. Jaime is now the Executive Director of The Fruitful Fields (TFF).

Update: TFF submitted a proposal to provide comprehensive crop and farming strategies, the staffing necessary to operate the PATCH, and re-establish community programs at the PATCH. Their proposal is for a 2-year contract at \$77,865.00 annually, payable in monthly installments. Biancamaria Bacarossi, would remain as our Lead Coordinator and oversee the on-site daily operations and services provided by TFF. As usual, the Agreement may be terminated without cause upon ten (10) days' written notice to the Contractor.

Budgetary Impact

TFF's annual fee of \$77,865.00 was discussed in our Budget Workshop and included in the FY2024 CRA budget. The funding will come from CRA Account No. 112-52-09-552-34-10: Contractual Services General - Fruitful Fields. Their fee is basically offset by the elimination of two part-time Coordinator positions and the elimination of the consulting agreement with Jaime Castoro. These savings are reflected in the FY2024 CRA budget.

TFF is the only company in Broward County providing outsourced farming services. Purchasing conducted a formal process - no responses were received and they are "certified" as a Sole Source vendor.

Recommendation

The CRA recommends Board approval of The Fruitful Fields Agreement.

RESOLUTION NO. 2024-CRA-_____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CRA OFFICIALS TO EXECUTE AN AGREEMENT WITH THE FRUITFUL FIELDS, INC TO PROVIDE OPERATIONAL SERVICES RELATED TO THE PATCH FOR AN AMOUNT NOT TO EXCEED SEVENTY-SEVEN THOUSAND, EIGHT HUNDRES, SIXTY-FIVE DOLLARS (\$77,865.00) PER YEAR; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the People’s Access To Community Horticulture (PATCH™) was established in 2012 to create an environmentally and economically sustainable urban farm within the community, creating a network of secure healthy food sources of naturally grown vegetables and fruits; and

WHEREAS, the CRA wishes to improve the operating efficiency, reduce the operating costs, and increase the productivity of the PATCH; and

WHEREAS, Jaime Castoro, as a sole proprietor consultant, has been providing farming and crop management strategies to the PATCH for over nine years; and

WHEREAS, Jaime Castoro is now the Executive Director of The Fruitful Fields, the only company in Broward County providing outsourced farming services for community gardens; and

WHEREAS, purchasing conducted a formal “Sole Source” notice process, which closed on November 15, 2023 and received no vendor responses establishing The Fruitful Fields as a sole source vendor; and

WHEREAS, the CRA believes that engaging The Fruitful Fields is the most efficient and cost effective way to operate the PATCH and achieve its goal of producing healthy food sources of naturally grown vegetables and fruits for the community.

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 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 CRA Board authorizes the proper CRA officials to execute an agreement with The Fruitful Fields, Inc to provide farming and operational services to the PATCH

in an amount not to exceed Seventy-Seven Thousand, Eight Hundred, Sixty-Five Dollars (\$77,865.00) annually, payable in equal monthly installments.

Section 3. Funding will come from CRA Account No. 112-52-09-552-34-10: Contractual Services General - Fruitful Fields.

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 in ten (10) days after its passage and adoption.

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

ATTEST:

ELORA RIERA, MMC
CRA CLERK

ARCHIBALD J. RYAN IV
CRA BOARD CHAIR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CRA ATTORNEY

**AGREEMENT BETWEEN
THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY
AND
THE FRUITFUL FIELDS, INC.**

This is an Agreement (Agreement) entered into on October 10, 2023, by and between the DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic, under Part III, Chapter 163, Florida Statutes (CRA) with an address of 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, and THE FRUITFUL FIELDS, INC., a Florida not-for-profit corporation, with an address of 100 NE 44 Street, Pompano Beach, Florida 33064 (Contractor), to perform farming activities, crop and growing strategies, marketing services, and maintenance services for the CRA's urban garden, "People's Access to Community Horticulture" (PATCH™). The City of Dania Beach, Florida (City) is not a party to this Agreement, but the parties agree it has rights as expressed in this Agreement and is intended to be a third-party beneficiary of this Agreement.

In consideration of the terms and conditions contained in the Agreement, and for other good and valuable consideration, the adequacy and receipt of which are acknowledged and agreed upon, the parties agree to the following:

1. Scope of Work

The Contractor agrees to perform the Scope of Work, which is attached as Exhibit "A", and made a part of and incorporated into this Agreement by this reference.

2. Term/Commencement Date

This Agreement shall become effective upon execution by both parties and shall remain in effect for two (2) years unless earlier terminated in accordance with Paragraph 8. The CRA will have the option to extend the Term of this Agreement for two additional two (2) year periods ("Option Period") provided that the CRA notifies the Contractor in writing at least three (3) months prior to the expiration of the Term., with an escalator of two (2) percent, per each renewal period.

3. Compensation and Payment

3.1 The Contractor shall be compensated a total of \$77,865.00 per year, payable in twelve (12) monthly installments of \$6,488.75.

3.2 The Contractor shall invoice the CRA monthly for the upcoming month's services.

3.3 The CRA shall pay Contractor in accordance with the Florida Prompt Payment Act.

3.4 If a dispute should occur regarding an invoice submitted, the CRA Executive Director may withhold payment of the disputed amount and may pay to the Contractor the undisputed portion of the invoice. Upon written request of the CRA Executive Director, the Contractor shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the CRA Executive Director, whose final decision will be final.

4. Subcontractors

4.1 The Contractor shall be responsible for all payments to staff and/or any subcontractors engaged by it to perform the services described in the Scope of Work (Exhibit A) and shall maintain responsibility for all work related to the services.

4.2 The CRA Executive Director reserves the right to approve or reject any subcontractors used for the performance of services.

s. CRA's Responsibilities

The CRA will:

5.1 Furnish to Contractor, at the Contractor's written request, all available maps, plans, existing studies, reports, and other data pertinent to the services to be provided by Contractors, in possession of the CRA.

5.2 Arrange for access to and make all provisions for Contractor to enter upon real property as required for Contractor to perform services.

6. Contractor's Responsibilities

The Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Scope of Work as ordinarily provided by a contractor under similar circumstances. If at any time during the term of this Agreement, it is determined that the Contractor's services are unsatisfactory or fail to conform to the Scope of Work, upon written notification from the CRA Executive Director, the Contractor shall at Contractor's sole expense, immediately correct the work.

7. Conflict of Interest

To avoid any conflict of interest or any appearance of a conflict, Contractor shall not, for the term of this Agreement, provide any contracting services to any private sector entities, developers, corporations, real estate investors, etc., regarding any issues adversarial to the CRA. For the purposes of this section "adversarial" shall mean any development application where the City of Dania

Beach, Florida or CRA staff recommends denial or denied an application, administrative appeal, or court action in which the City or CRA is a party.

8. Termination

8.1 The CRA Executive Director without cause may terminate this Agreement upon ten (10) days' written notice to the Contractor, or immediately for cause. Contractor may terminate with ten (10) days' written notice to the CRA.

8.2 Upon receipt of the CRA's written notice of termination, Contractor shall stop work unless directed otherwise by the CRA Executive Director.

8.3 In the event of termination by the CRA, the Contractor shall be paid for all work accepted by the CRA Executive Director up to the date of termination, provided the Contractor has first complied with the provisions of Paragraph 8.4.

8.4 The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Event to the CRA, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance

The Contractor shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by the CRA Executive Director. Certificates of Insurance for any required insurance shall be provided to the CRA at the time of execution of this Agreement and certified copies are to be provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the CRA before any policy or coverage is cancelled or restricted.

At all times Contractor shall provide, pay for, and maintain in force during the term of this Agreement, such insurance, including General Liability, Workers' Compensation and Automobile Liability insurance as stated below:

9.1 Certificates of Insurance must be delivered to the Risk Manager of the City. All Certificates of Insurance must clearly identify the contract to which they pertain, including a brief description of the subject of the contract. If coverage is not provided, then Contractor is responsible for prompt notice to the CRA Executive Director and the City. Insurance policies for required coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies' financial ratings must be no less than A-VII in the latest edition of the "BEST'S KEY RATING GUIDE", published in the A.M. Best Guide. If the insurance carrier's rating shall drop, the insurance carrier shall immediately notify the City in writing.

9.2 Coverages shall be in force while all services required to be performed under the terms of this Agreement are being performed. In the event insurance certificates provided to the CRA and the City indicate that the insurance shall terminate and lapse during the term of this Agreement, then in that event, the Contractor shall immediately furnish a renewed Certificate of Insurance as proof that equal and like coverages for the period of the Agreement is in effect. The Contractor and any subcontractor of the Contractor shall not perform or continue any services pursuant to the Agreement unless all coverages remain in full force and effect. Any delay in the services caused by a lapse in coverage shall be non-excusable, shall not be grounds for an extension, and will be subject to any other applicable provisions described in this Agreement, concerning Contractor or any subcontractor delay.

9.3 Insurance Requirements. The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits if the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements. Contractor shall be responsible for any deductible or self-insured amounts.

9.3.1. General Liability Insurance to include bodily injury, broad form property damage, blanket contractual liability, and personal injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit for bodily injury liability and property damage liability.

SPECIAL PROVISIONS AS TO GENERAL LIABILITY INSURANCE: (to be confirmed or attached to the Certificate of Insurance)

- The CRA and CITY are to be added as Additional Named Insureds;
- Additional named insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04);
- Contractor's insurance shall be primary and non-contributory;
- Waiver of Subrogation in favor of the CRA and City;
- Copy of Additional Named Insured Endorsement or other endorsements may be attached to the Certificate.

9.3.2. Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, for the benefit of the Contractor and its employees.

9.3.3. Employers' Liability Part B with minimum limits of no less than One Hundred Thousand Dollars (\$100,000.00), each accident.

9.3.4. Automobile Liability with minimum limit of Five Hundred Thousand Dollars (\$500,000.00) combined single limit.

9.3.5. The Contractor shall provide the Risk Manager of the City Certificates of Insurance for coverage and policies required by this Agreement. Such policies and coverage shall not be affected by any other policy of insurance which the City or the CRA may carry in their own names.

9.3.6. In no event shall the Contractor be permitted to utilize in the delivery of the services, the following:

- i) Any employee, subcontractor, or subcontractor employees, who is exempted or purported to be exempt from Workers' Compensation insurance coverage; or**
- ii) Any employee, subcontractor, or subcontractor employees, who will be covered by an employee leasing arrangement.**

to. Nondiscrimination

During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and agrees to abide by all federal and state laws regarding nondiscrimination.

11. Indemnification

11.1 Contractor shall defend, indemnify, and hold harmless the City, the CRA, and their respective officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Contractor's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the City and the CRA for all its expenses including reasonable attorney fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Contractor's performance or non-performance of this Agreement.

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

12. Notices/Authorized Representatives

Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the CRA: **K. Michael Chen, Executive Director**
Dania Beach Community Redevelopment Agency
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

With a copy to: **Eve Boutsis, City Attorney**
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

For The Contractor: **Jaime Castoro, Executive Director**
The Fruitful Field
100 NE 44th St.
Pompano Beach, FL 33064

13. Governing: Law

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in the Circuit Court of Broward County, Florida.

14. Attorney Fees and Waiver of Jury Trial

14.1 All claims, counterclaims, disputes and other matters in question between CRA and Contractor arising out of, relating to or pertaining to this Agreement, or the breach of it, or the services of it, or the standard of performance required in it, shall be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation.

14.2 If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction for any legal action arising out of or pertaining to this Agreement shall be the Circuit Court for the Seventeenth Judicial Circuit in and for Broward County, Florida, or the federal District Court in the

Southern District of the United States. Each party further agrees that venue of any action to enforce this Agreement shall be in Broward County, Florida. In any litigation, the parties agree to each waive any trial by jury of all issues. In the event of any litigation which arises out of, pertains to, or relates to this Agreement, or the breach of it, or the standard of performance required in it, each party shall bear its own attorney fees and costs.

15. Entire Agreement/Modification/Amendment

15.1 This document contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those expressly set forth in this Agreement.

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

16. Ownership and Access to Records and Audits

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

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

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

16.4 All submissions become the property of the CRA and will not be returned to the Contractor. The CRA will hold all submissions in confidence unless otherwise required by law. The Contractor is aware that the CRA is a "public body" as defined in Florida Statutes, Section 119.011(2) and that it is subject to Florida Statutes, Section 119.0701(2)(a), and the related provisions of the Florida Public Records Law.

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

completion of the Agreement until the records are transferred to the CRA.

16.6 Upon request from the CRA custodian of public records, Contractor shall provide the CRA with a copy of the requested Records or allow the Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

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

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

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

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

Pursuant to Section 119.0701(2)(a), Florida Statutes:

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

Custodian of Records: ELORA RIERA, MMC, CRA SECRETARY

Mailing Address: 100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

Telephone number: 954-924-9800, Ext. 3623

Email: eriera@daniabeachfl.gov

17. Non-assignability

This Agreement shall not be assignable by Contractor unless such assignment is first approved in writing by the CRA Executive Director. The CRA is

relying upon the qualifications and personal expertise of the Contractor, and such firm's familiarity with the CRA's circumstances and desires.

18. Severability

If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. Independent Contractor

The Contractor and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the CRA with respect to all the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise, or venture between the parties.

20. Compliance with Laws

The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to this Agreement.

21. Waiver

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach, or wrongful conduct.

22. Survival of Provisions

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

23. Prohibition of Contingency Fees

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide

employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. Counterparts

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

SIGNATURES ON THE FOLLOWING PAGES

IN **WITNESS OF THE FOREGOING**, the parties have executed this Agreement on _____, 2023.

**CRA:
DANIA BEACH COMMUNITY
REDEVELOPMENT AGENCY**

ATTEST:

ELORA RIERA, MMC
CRA CLERK

ARCHIBALD J. RYAN IV
CRA BOARD CHAIR

APPROVED AS TO FORM
AND CORRECTNESS:

EVE A. BOUTSIS
CRA ATTORNEY

K. MICHAEL CHEN
CRA EXECUTIVE DIRECTOR

**CONSULTANT:
THE FRUITFUL FIELDS, INC**

Print Name: Jaime Castoro

Title: Executive Director

Address: 100 NE 44th St.
Pompano Beach, FL 33064

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____
_____, 2024, by Jaime Castoro as Executive Director of The Fruitful
Fields ☐ who is personally known to me or ☐ who has produced Florida
Driver License # _____ as identification.

(Seal) Notary Public: _____

Print Name: _____

State of Florida at Large

My Commission Expires: _____

MEMORANDUM

To: Dania Beach Community Redevelopment Agency Chair, Vice Chair, Board Members
From: Michael Chen, Executive Director
Date: February 13, 2024
Re: PATCH – LOCATION OPTIONS

Background: At the July 11, 2023 CRA Board Meeting, the CRA provided detailed description of the floods and damage caused by the abnormal storms in April and May 2023. Due to the extent of the damage, loss of the crops, and the cost to replace/restore some of the systems at the PATCH, it was suggested that it was a good time to explore the potential of moving the PATCH. The Board approved the CRA recommendation to explore the feasibility of moving the PATCH to 1399 Sterling Road.

Current Site - 1201 w Dania Beach Blvd: The PATCH currently occupies a 1.11-acre City-owned property previously used as an informal dump site. The property consists of three parcels - two with residential zoning and a right-of-way without designated zoning.

Parcel #	Sq Ft	Acres	Zoning
504233000440	23,087	0.53	NBHDRES
504234530021	3,006	0.07	NBHDRS*
Right-of-Way	22,150	0.51	Not Identified
TOTAL	48,243	1.11	

Optional Site - 1399 Stirling Rd: The optional site consists of two parcels totaling 112,563sf (2.65 ac). The larger parcel spans the canal with 25,809sf on the west side. There is a cell tower lease for 3,600sf on the east side.

Parcel #	Sq Ft	Acres	Zoning
514204000080	102,568	2.35	Open Space
514204000090	9,995	0.30	Open Space
TOTAL	112,563	2.65	

A brief description of the advantages (pros) of each site is below:

1201 W Dania Beach Blvd	1399 Stirling Rd
- Established infrastructure, e.g. large pavilion, electrical panels, water lines 4,290sf Open-air pavilion - Existing anchored office and tool sheds - Walkable access - Faster and cheaper restart	- Productivity potential est. 3 times Dania Bch Blvd - Lower flooding potential - High visibility location - Land size increases range of crops - Existing office/tool sheds can be moved to this site

A brief description of the disadvantages (cons) of each site is below:

1201 W Dania Beach Blvd	1399 Stirling Rd
- Frequent flooding damages soil - In-ground growing not viable - Poor drainage causes root damage to fruit trees - Low traffic/dead end location	- Site will take a few seasons to reach peak yields - No established infrastructure – electric drops /panels, water tap - No fixed pavilion/shelter - Larger site = higher operating costs - High traffic ingress/egress

A key issue when comparing the two sites is sustainability, specifically flooding, Our Lead Farm Coordinator, Biancamaria Bacarossi, in collaboration with our farming consultant, Jaime Castoro (ProStar), have worked to implement ways to mitigate the impacts of flooding and increase productivity. Their solution has two components: Hydroponics and Raised Beds (depicted in the photos below).

HYDROPONICS



RAISED BED



Hydroponics	Raised Beds
Hydroponics farming benefits the planet and offer food supply protections against climate change. • Needs No Soil • Conserves Water • Creates a Micro-Climate • Predictability • Crops Grow Faster • Maximizes Space • Produces Higher Yields • Requires Less Labor • Shortens the Supply Chain • Produces Higher Quality Food * Source Eden Green Technology	Raised Beds Raised beds make gardening easier, increase production • Controls Soil Health • Increases Drainage • Lengthens the Growing Season • Gives Your Body a Break • Reduces Weeds • Reduces Pests • Avoids Compacted Soil • Increases Production • Facilitates Crop Rotation • Saves Water * Source Epic Gardening

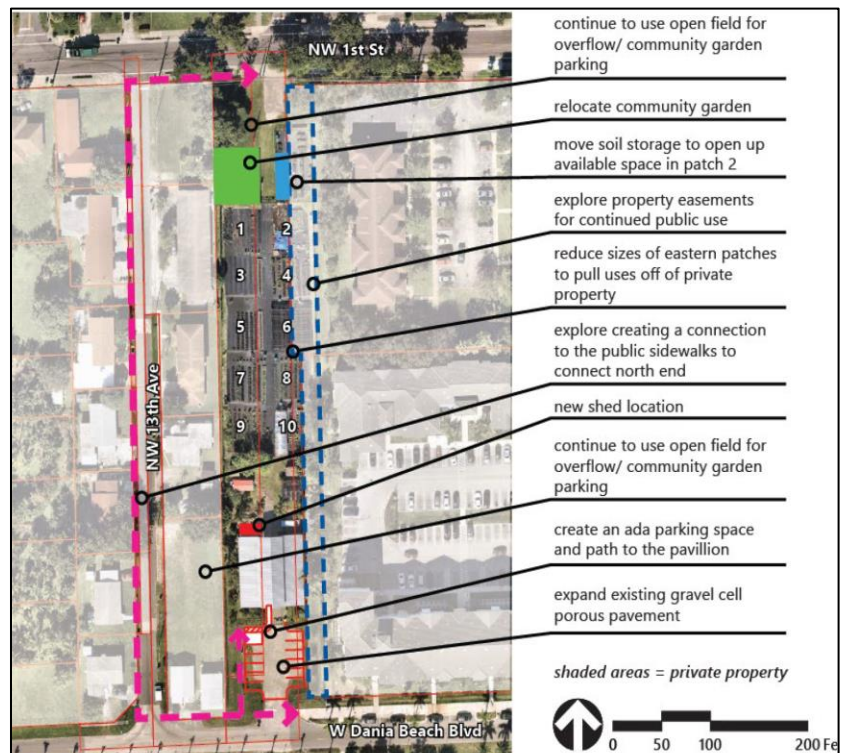
The layout of each site was also considered in the comparative analysis:

1201 W Dania Beach Blvd

Implement the VHB Master Plan in the CRA Plan Update, adopted on March 14, 2023

Future Strategies

1. Implement PATCH Master Plan described in CRA Plan Update
2. Move community plots from east side to west side - reduce the number of plots from 20 to 6
3. Increase number of raised beds from 18 to 46 – modify existing beds to 3-block high
4. Expand the hydroponic system and/or nursery to support the increased raised beds
5. Establish a priority for these tasks



Implementation Cost Estimate: 1201 W Dania Beach Blvd

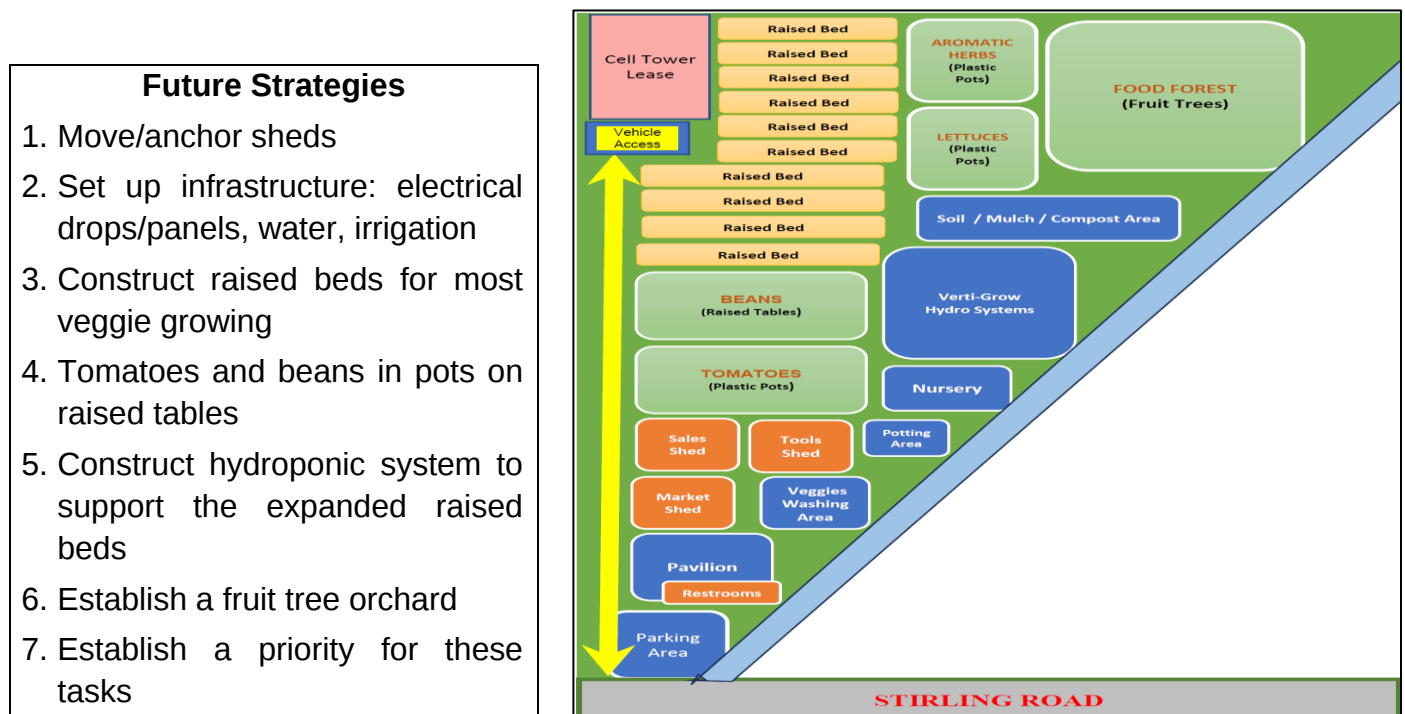
Replace irrigation system	\$31,448
(avg of 3 quotes, TFF may propose lower cost)	
Cinder blocks (raised bed x 46)	\$20,962
Limestone Fill (Bed base – 10 trucks)	\$ 4,500
Compost Fill (Bedding soil)	\$ 9,583
Repair/expand nursery area	\$ 5,000
Water well* (S Florida est)	<u>\$ 3,500</u>
	\$74,993

Much of the storm recovery work is already completed. These costs include the buildout of 46 raised beds (28 new raised beds) and associated costs over 3 years. TFF expects to rebuild the irrigation system at a substantially lower cost – meanwhile, I have averaged the cost of 3 quotes we currently have. The priority would be to clear the storm damage from the remaining garden (approx. 30%), including moving the community plots to the west side. Restoring the irrigation system to the entire garden would run concurrently. The CRA has sufficient funding in the FY2024 budget for this work through the unused funding of the TFF account since October. Part of our effort during FY2024 will be to secure grant funds to start the adding of new raised beds. We may seek some additional implementation funding in FY2025.

* I added an estimate for drilling a water well. We budget \$8,000 per year for water and making the capital expense for a well would be offset by saving water cost in 2 – 3 years. Also, it would reduce our use of valuable potable water,

1399 Stirling Rd

Conceptual plan by Biancamaria Bacarossi, in collaboration with Jaime Castoro.



Implementation Cost Estimate: 1399 Stirling Rd

Replace irrigation system (est based on land area)	\$ 70,000
Cinder blocks (raised bed x 92)	\$ 41,950
Limestone Fill (Bed base – 10 trucks)	\$ 9,000
Compost Fill (Bedding soil)	\$ 9,000
Repair/expand nursery area	\$ 5,000
Water well* (S Florida est)	<u>\$ 3,500</u>
	\$138,350

Unknown costs: Moving/anchoring office/tool sheds, clear cutting the site, electricity drop/panels, water taps, fencing, drives/paving.

These costs reflect the complete buildout of 92 raised beds and associated costs over 3 years. More of this cost estimate would be expended earlier to set up the new site. The unknown costs are up front costs. The estimated cost of the irrigation system is based on land area – TFF may be able to build at a substantially lower cost. The priority would be to clear the overgrown site. Constructing the irrigation system to the entire garden would run concurrently. The CRA does not have sufficient funding in the FY2024 budget for the start up expenses at this site. Part of our effort during FY2024 will be to secure grant funds to build the new raised beds.

* I added an estimate for drilling a water well. We budget \$8,000 per year for water and making the capital expense for a well would be offset by saving water cost in 2 – 3 years. Water use at this site would probably be double that of the Dania Beach Blvd site. Also, it would reduce our use of valuable potable water,

Conclusions of Comparative analysis

- Both sites have advantages and disadvantages
- Most of the disadvantages of both sites can be reduced/mitigated with reasonable planning and savvy implementation.
- Both sites will benefit from using hydroponics and raised beds for most veggie growing
- Both sites provide a viable option for the future of the PATCH.

PATCH TODAY

