

# City of Miami

819 NW 2<sup>nd</sup> Ave  
3<sup>rd</sup> Floor  
Miami, FL 33136  
<http://miamicra.com>



## Meeting Agenda

Thursday, April 27, 2023

10:00 AM

City Hall  
3500 Pan American Drive  
Miami, FL 33133

## SEOPW Community Redevelopment Agency

*Christine King, Chair, District Five  
Alex Díaz de la Portilla, Vice Chair, District One  
Sabina Covo, Board Member, District Two  
Joe Carollo, Board Member, District Three  
Manolo Reyes, Board Member, District Four*

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**SEOPW CRA OFFICE ADDRESS:**  
819 NW 2<sup>ND</sup> AVENUE, 3<sup>RD</sup> FLOOR  
MIAMI, FL 33136  
Phone: (305) 679-6800 | Fax (305) 679-6835  
[www.miamicra.com](http://www.miamicra.com)

**CALL TO ORDER****CRA PUBLIC COMMENTS****MINUTES APPROVAL****Minutes of Meetings - December 16, 2019 to November 17, 2022****CRA RESOLUTIONS****1. CRA RESOLUTION****13885**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA"), BY A FOUR-FIFTHS (4/5THS) AFFIRMATIVE VOTE, AFTER AN ADVERTISED PUBLIC HEARING, RATIFYING, APPROVING, AND CONFIRMING THE EXECUTIVE DIRECTOR'S RECOMMENDATION AND FINDING THAT COMPETITIVE NEGOTIATION METHODS AND PROCEDURES ARE NOT PRACTICABLE OR ADVANTAGEOUS PURSUANT TO SECTION 18-85 OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED, AS ADOPTED BY THE SEOPW CRA; WAIVING THE REQUIREMENTS FOR COMPETITIVE SEALED BIDDING AS NOT BEING PRACTICABLE OR ADVANTAGEOUS TO THE SEOPW CRA; AUTHORIZING THE EXECUTIVE DIRECTOR TO DISPERSE FUNDS, AT HIS DISCRETION, ON A REIMBURSEMENT BASIS OR DIRECTLY TO VENDORS, UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION FROM ACCOUNT NO. 10050.920101.883000.0000.00000 IN AN AMOUNT NOT TO EXCEED SEVENTY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$75,000.00) ("FUNDS"), SUBJECT TO THE AVAILABILITY OF FUNDING, FOR A PERIOD OF APRIL 2023 TO SEPTEMBER 2023 TO ENCOURAGING DREAMERS BREAKING BARRIERS LLC. ("EDBB"), TO SUPPORT EDBB ALLSTARS YOUTH ESCAPE DETAILING SERVICES PROGRAM ("PROGRAM") THAT PROVIDES ON-THE-JOB TRAINING SERVICES AND ENTREPRENEURIAL SKILLS TO YOUTHS WITHIN THE SEOPW CRA REDEVELOPMENT AREA FROM THE; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AN AGREEMENT, INCLUDING ANY AND ALL NECESSARY DOCUMENTS, ALL IN FORMS ACCEPTABLE TO THE GENERAL COUNSEL, FOR THE ALLOCATION OF THE FUNDS. PROVIDING FOR THE INCORPORATION OF THE RECITALS AND PROVIDING FOR AN EFFECTIVE DATE.

File # 13885 - Bid Waiver Memo

File # 13885 - Notice to the Public

File # 13885 - Backup

**2. CRA RESOLUTION****13886**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA") BY A FOUR-FIFTHS (4/5THS) AFFIRMATIVE VOTE, AFTER AN ADVERTISED PUBLIC HEARING, RATIFYING, APPROVING, AND CONFIRMING THE EXECUTIVE DIRECTOR'S RECOMMENDATION AND FINDING THAT COMPETITIVE NEGOTIATION METHODS AND PROCEDURES ARE NOT PRACTICABLE OR ADVANTAGEOUS PURSUANT TO SECTIONS 18-85 OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED, AS ADOPTED BY THE SEOPW CRA; WAIVING THE REQUIREMENTS FOR COMPETITIVE SEALED BIDDING AS NOT BEING PRACTICABLE OR ADVANTAGEOUS TO THE SEOPW CRA; AUTHORIZING THE EXECUTIVE DIRECTOR TO DISPERSE FUNDS, AT HIS DISCRETION, ON A REIMBURSEMENT BASIS OR DIRECTLY TO VENDORS, UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION, SUBJECT TO THE AVAILABILITY OF FUNDING, FROM THE SEOPW TAX INCREMENT FUND, ENTITLED "OTHER GRANTS AND AIDS" ACCOUNT NO. 10050.920101.883000.0000.00000 IN AN AMOUNT NOT TO EXCEED EIGHTY-SEVEN THOUSAND FOUR HUNDRED FORTY-FOUR DOLLARS AND ZERO CENTS (\$87,444.00) ("FUNDS") TO BAME DEVELOPMENT CORPORATION OF SOUTH FLORIDA, INC., A FLORIDA NOT FOR PROFIT CORPORATION ("BAME") FOR REPAIRS AND IMPROVEMENTS ("PURPOSE") TO THE PROPERTY LOCATED AT 269 N.W. 8TH STREET, MIAMI, FLORIDA 33136 (THE "PROPERTY"); FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AN AGREEMENT, INCLUDING ANY AND ALL DOCUMENTS NECESSARY, ALL IN FORMS ACCEPTABLE TO THE GENERAL COUNSEL FOR THE ALLOCATION OF THE FUNDS FOR THE PURPOSE STATED HEREIN, PROVIDING FOR THE INCORPORATION OF RECITALS AND AN EFFECTIVE DATE.

File # 13886 - Bid Waiver Memo

File # 13886 - Notice to the Public

File # 13886 - Backup

**3. CRA RESOLUTION****13887**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA"), BY A FOUR-FIFTHS (4/5THS) AFFIRMATIVE VOTE, AFTER AN ADVERTISED PUBLIC HEARING, RATIFYING, APPROVING, AND CONFIRMING THE EXECUTIVE DIRECTOR'S RECOMMENDATION AND FINDING THAT COMPETITIVE NEGOTIATION METHODS AND PROCEDURES ARE NOT PRACTICABLE OR ADVANTAGEOUS PURSUANT TO SECTION 18-85 OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED, AS ADOPTED BY THE SEOPW CRA, WAIVING THE REQUIREMENTS FOR COMPETITIVE SEALED BIDDING AS NOT BEING PRACTICABLE OR ADVANTAGEOUS TO THE SEOPW CRA; AUTHORIZING THE EXECUTIVE DIRECTOR TO DISPERSE FUNDS, AT HIS DISCRETION, ON A REIMBURSEMENT BASIS OR DIRECTLY TO VENDORS, UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION, SUBJECT TO THE AVAILABILITY OF FUNDING, FROM THE SEOPW TAX INCREMENT FUND, ENTITLED "OTHER GRANTS AND AIDS" ACCOUNT NO. 10050.920101.883000.0000.00000 IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THIRTY-NINE THOUSAND TWO HUNDRED TWENTY-SEVEN DOLLARS AND ZERO CENTS (\$139,227.00) ("FUNDS") TO BETHEL A.M.E. CHURCH, INC., A FLORIDA NOT FOR PROFIT CORPORATION FOR STRUCTURAL AND ELECTRICAL REPAIRS AND IMPROVEMENTS ("PURPOSE") TO PROPERTY LOCATED AT 245 NW 8TH STREET, MIAMI, FLORIDA 33136 ; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AN AGREEMENT, INCLUDING ANY AND ALL DOCUMENTS NECESSARY, ALL IN FORMS ACCEPTABLE TO THE GENERAL COUNSEL FOR THE ALLOCATION OF THE FUNDS FOR THE PURPOSE STATED HEREIN PROVIDING FOR INCORPORATION OF RECITALS AND AN EFFECTIVE DATE.

File # 13887 - Bid Waiver Memo

File # 13887 - Notice to the Public

File # 13887 - Backup

**4. CRA RESOLUTION****13611**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA") BY A FOUR-FIFTHS (4/5THS) AFFIRMATIVE VOTE, AFTER AN ADVERTISED PUBLIC HEARING, RATIFYING, APPROVING, AND CONFIRMING THE EXECUTIVE DIRECTOR'S RECOMMENDATION AND FINDING THAT COMPETITIVE NEGOTIATION METHODS AND PROCEDURES ARE NOT PRACTICABLE OR ADVANTAGEOUS PURSUANT TO SECTION 18-85 OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED, AS ADOPTED BY THE SEOPW CRA; WAIVING THE REQUIREMENTS FR COMPETITIVE SEALED BIDDING AS NOT BEING PRACTICABLE OR ADVANTAGEOUS TO THE SEOPW CRA; AUTHORIZING THE ALLOCATION OF FUNDS TO THE POINCIANA VILLAGE CONDOMINIUM ASSOCIATION, INC. ("POINCIANA VILLAGE"), IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$500,000.00) ("FUNDS") FOR IMPROVEMENTS TO THE PROPERTIES LOCATED AT 201 AND 269 N.W. 7TH STREET, MIAMI, FLORIDA 33136 (COLLECTIVELY "THE PROPERTY"); AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AN AGREEMENT, INCLUDING ANY AND ALL DOCUMENTS NECESSARY, ALL IN FORMS ACCEPTABLE TO THE GENERAL COUNSEL FOR SAID PURPOSE; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO DISBURSE THE FUNDS, AT HIS DISCRETION, ON A REIMBURSEMENT BASIS OR DIRECTLY TO VENDORS, UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION FROM THE SEOPW TAX INCREMENT FUND, ENTITLED "OTHER GRANTS AND AIDS" ACCOUNT NO. 10050.920101.883000.0000.00000 SUBJECT TO THE AVAILABILITY OF FUNDING AND PROVIDING FOR AN EFFECTIVE DATE.

File # 13611 - Bid Waiver Memo 2023-03-09  
File # 13611 - Notice to the Public 2023-03-09  
File # 13611 - Backup 2023-03-09  
File # 13611 - Bid Waiver Memo  
File # 13611 - Notice to the Public  
File # 13611 - Backup

**5. CRA RESOLUTION****13891**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA"), WITH ATTACHMENT(S), AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AMENDMENT TO THE BLOCK 55 RESTRICTIVE COVENANT, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE SEOPW CRA AND THE BLOCK 55 OWNER, LLC, A FLORIDA LIMITED LIABILITY COMPANY ("DEVELOPER"), FOR THE PURPOSE STATED HEREIN; PROVIDING FOR THE INCORPORATION OF RECITALS; AND PROVIDED FOR AN EFFECTIVE DATE.

File # 13891 - Bid Waiver Memo

File # 13891 - Notice to the Public

File # 13891 - Exhibit A

**6. CRA RESOLUTION****13892**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA"), WITH ATTACHMENT "A" ATTACHED, AUTHORIZING THE CITY ATTORNEY, AS GENERAL COUNSEL TO THE SEOPW CRA TO PROCEED WITH LEGAL ACTION, IF NECESSARY, AGAINST RESIDENTIAL TENANT OF THE TOWN PARK PLAZA NORTH CONDOMINIUM ASSOCIATION, INC. ("TPPN"), LOCATED AT 1982 NORTH WEST 4TH COURT, MIAMI, FLORIDA 33136 ("PROPERTY"), TO OBTAIN POSSESSION OF THE PROPERTY, AND SEEK ANY OTHER LEGAL REMEDIES. PROVIDING FOR INCORPORATION OF RECITAL AND PROVIDING FOR AN EFFECTIVE DATE.

File # 13892 - Bid Waiver Memo

File # 13892 - Notice to the Public

File # 13892 - Exhibit A

**7. CRA RESOLUTION****13893**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA"), WITH ATTACHMENT "A" ATTACHED, AUTHORIZING THE CITY ATTORNEY, AS GENERAL COUNSEL TO THE SEOPW CRA TO PROCEED WITH LEGAL ACTION, IF NECESSARY, AGAINST RESIDENTIAL TENANT OF THE TOWN PARK PLAZA NORTH CONDOMINIUM ASSOCIATION, INC. ("TPPN"), LOCATED AT 1919 NORTH WEST 5TH PLACE, MIAMI, FLORIDA 33136 ("PROPERTY"), TO OBTAIN POSSESSION OF THE PROPERTY, AND SEEK ANY OTHER LEGAL REMEDIES. PROVIDING FOR INCORPORATION OF RECITAL AND PROVIDING FOR AN EFFECTIVE DATE.

File # 13893 - Bid Waiver Memo

File # 13893 - Notice to the Public

File # 13893 - Exhibit A

**8. CRA RESOLUTION****13610**

(MAY BE DEFERRED) A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA") BY A FOUR-FIFTHS (4/5THS) AFFIRMATIVE VOTE, AFTER AN ADVERTISED PUBLIC HEARING, RATIFYING, APPROVING, AND CONFIRMING THE EXECUTIVE DIRECTOR'S RECOMMENDATION AND FINDING THAT COMPETITIVE NEGOTIATION METHODS AND PROCEDURES ARE NOT PRACTICABLE OR ADVANTAGEOUS PURSUANT TO SECTIONS 18-85 AND 18-86 OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED, AS ADOPTED BY THE SEOPW CRA; WAIVING THE REQUIREMENTS FOR COMPETITIVE SEALED BIDDING AS NOT BEING PRACTICABLE OR ADVANTAGEOUS TO THE SEOPW CRA; AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AN AGREEMENT, IN A FORM ACCEPTABLE TO THE GENERAL COUNSEL, WITH SUPPORTING DOCUMENTS FOR THE ALLOCATION OF FUNDS TO 241 NW17TH STREET, LLC, A FLORIDA LIMITED LIABILITY COMPANY IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED AND TWENTY FIVE THOUSAND THREE HUNDRED AND TWO DOLLARS AND TWENTY CENTS (\$425,302.20) ("FUNDS") FOR ADDITIONAL COSTS ASSOCIATED WITH THE RENOVATION AND REHABILITATION OF THE PROPERTY LOCATED AT 241 N.W. 17TH STREET, MIAMI, FLORIDA 33136 ("PROPERTY"); FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL DOCUMENTS NECESSARY, ALL IN FORMS ACCEPTABLE TO THE GENERAL COUNSEL FOR SAID PURPOSE AND TO DISBURSE FUNDS, AT HIS DISCRETION, ON A REIMBURSEMENT BASIS OR DIRECTLY TO VENDORS, UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION, ALL SUBJECT TO THE AVAILABILITY OF FUNDS; FUNDS TO BE ALLOCATED FROM THE SEOPW CRA TAX INCREMENT FUND, "OTHER GRANTS AND AIDS," ACCOUNT CODE NO. 10050.920101.883000.0000.00000 AND PROVIDING FOR AN EFFECTIVE DATE.

File # 13610 - Bid Waiver Memo  
File # 13610 - Notice to the Public  
File # 13610 - Backup

**ADJOURNMENT**



**SOUTHEAST OVERTOWN/PARK WEST  
COMMUNITY REDEVELOPMENT AGENCY  
INTER-OFFICE MEMORANDUM**

To: Board Chair Christine King and Members of the CRA Board      Date: April 20, 2023      File: 13885



From: James McQueen  
Executive Director

Subject: 4/5ths Bid Waiver Encouraging Dreamers Breaking Barriers LLC.

Enclosures: File # 13885 - Bid Waiver Memo  
File # 13885 - Notice to the Public  
File # 13885 - Backup

**BACKGROUND:**

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”) by a four-fifths (4/5THS) affirmative vote , after an advertised public hearing, ratifying, approving and confirming the Executive Director’s recommendation and finding that competitive negotiation methods and procedures are not practicable or advantageous pursuant to sections 18-85 and 18-86 of the code of the city of Miami, Florida, as amended, as adopted by the SEOPW CRA; waiving the requirements for competitive sealed bidding as not being practicable or advantageous to the SEOPW CRA; authorizing the allocation of grant funds to Encouraging Dreamers Breaking Barriers, LLC (“EDBB”), in an amount not to exceed \$75,000.00 (“Funds”), to support EDBB Allstars Youth Escape Detailing Services (“Program”). The Program will include management of the on-the-job training services for the car wash initiative from the period of April 2023 to September 2023 (“Term”), located at 1490 N.W. 3rd Avenue, Suite 106, Miami, FL 33136 (the “Property”).

EDBB was established in 2017 and this organization is founded on removing barriers encountered among youth and young adult's male and females ages 14 - 24 living in the Redevelopment area. Their mission is to provide mentorship while uniting the diverse cultures in underprivileged communities by exposing their participants to entrepreneurship and networking opportunities educating them in life skills trainings and promoting successful ways of maturing from an adolescent to a young adult (“Purpose”). The Program offers an internship component and participants can earn an hourly rate of \$15.00 an hour. EDBB currently seeks Funds through the form of a grant from the SEOPW CRA for the purpose of the Program. It seeks to continue and expand its successful efforts in providing employment assistance to the residents of the Redevelopment Area.

**JUSTIFICATION:**

Section 2, Goals 4 and 6, at page 10 of the Southeast Overtown/Park West Community Redevelopment Plan (“Plan”) lists the “creati[on of] jobs within the community” and “improving the quality of life for residents” as stated redevelopment goals.

Section 2, Principle 6, at page 15 of the Plan provides that in order to “address and improve the neighborhood economy and expand economic opportunities of present and future residents and businesses

[,] ... [it is necessary to] support and enhance existing businesses and ... attract new businesses that provide needed services and economic opportunities ....”

**FUNDING:**

\$75,000.00 allocated from SEOPW Tax Increment Fund, entitled “Other Grants and Aids” Account No. 10050.920101.883000.0000.00000.

**FACT SHEET:**

**Company name:** Encouraging Dreamers Breaking Barriers, LLC

**Address:** 1490 N.W. 3rd Avenue, Suite 106, Miami, FL 33136

**Number of participants:** 8 participants currently. Target number 18 participants in total with this grant.

**Funding request:** \$75,000.00

**Term:** April 2023 - September 2023

**Stipend provided?** Yes, at \$15.00 dollars an hour.

**Age range of participants:** 14 - 24.

**Scope of work or services (Summary):** Car Wash Detailing program providing on the job training services, financial literacy, money management and IDA Certification (certified mobile detailer)

**Item proven accomplishments (if applicable):**

- Gave 5 youth participants their first paycheck.
- Opened Bank accounts for youth participants.
- Secured 3 Mobile Detailing Vans (2 vans are currently equipped; third vehicle pending equipment)

**Current SEOPW CRA projects that will benefit (if applicable):**

1. Local businesses within Redevelopment Area
2. Residents within Redevelopment Area.

**AGENDA ITEM  
FINANCIAL INFORMATION FORM**

**SEOPW CRA**

**CRA Board Meeting Date:**        April 27, 2023

**CRA Section:**

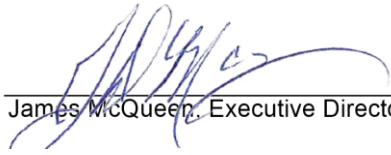
**Brief description of CRA Agenda Item:**

Authorizing allocation of funds to Encouraging Dreamers Breaking Barriers, LLC, in an amount not to exceed \$75,000.00, to support EDBB Allstars Youth Escape Detailing Services.

Project Number (if applicable):		
YES, there are sufficient funds in Line Item:		
Account Code: <u>10050.920101.883000.0000.00000</u> Amount: <u>\$75,000.00</u>		
NO (Complete the following source of funds information):		
Amount budgeted in the line item:	\$	
Balance in the line item:	\$	
Amount needed in the line item:	\$	
Sufficient funds will be transferred from the following line items:		
ACTION	ACCOUNT NUMBER	TOTAL
Project No./Index/Minot Object		
From		\$
To		\$
From		\$
To		\$

Comments:

Approved by:



James McQueen, Executive Director 4/20/2023

Approval:



Miguel A. Valentin, Finance Officer 4/20/2023



# Southeast Overtown/Park West Community Redevelopment Agency

**File Type: CRA Resolution**

**Enactment Number:**

**File Number: 13885**

**Final Action Date:**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY (“SEOPW CRA”), BY A FOUR-FIFTHS (4/5THS) AFFIRMATIVE VOTE, AFTER AN ADVERTISED PUBLIC HEARING, RATIFYING, APPROVING, AND CONFIRMING THE EXECUTIVE DIRECTOR’S RECOMMENDATION AND FINDING THAT COMPETITIVE NEGOTIATION METHODS AND PROCEDURES ARE NOT PRACTICABLE OR ADVANTAGEOUS PURSUANT TO SECTION 18-85 OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED, AS ADOPTED BY THE SEOPW CRA; WAIVING THE REQUIREMENTS FOR COMPETITIVE SEALED BIDDING AS NOT BEING PRACTICABLE OR ADVANTAGEOUS TO THE SEOPW CRA; AUTHORIZING THE EXECUTIVE DIRECTOR TO DISPERSE FUNDS, AT HIS DISCRETION, ON A REIMBURSEMENT BASIS OR DIRECTLY TO VENDORS, UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION FROM ACCOUNT NO. 10050.920101.883000.0000.00000 IN AN AMOUNT NOT TO EXCEED SEVENTY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$75,000.00) (“FUNDS”), SUBJECT TO THE AVAILABILITY OF FUNDING, FOR A PERIOD OF APRIL 2023 TO SEPTEMBER 2023 TO ENCOURAGING DREAMERS BREAKING BARRIERS LLC. (“EDBB”), TO SUPPORT EDBB ALLSTARS YOUTH ESCAPE DETAILING SERVICES PROGRAM (“PROGRAM”) THAT PROVIDES ON-THE-JOB TRAINING SERVICES AND ENTREPRENEURIAL SKILLS TO YOUTHS WITHIN THE SEOPW CRA REDEVELOPMENT AREA FROM THE; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AN AGREEMENT, INCLUDING ANY AND ALL NECESSARY DOCUMENTS, ALL IN FORMS ACCEPTABLE TO THE GENERAL COUNSEL, FOR THE ALLOCATION OF THE FUNDS. PROVIDING FOR THE INCORPORATION OF THE RECITALS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”) is a community redevelopment agency created pursuant to Chapter 163, Florida Statutes, and is responsible for carrying out community redevelopment activities and projects within its redevelopment area in accordance with the 2018 Southeast Overtown/Park West Redevelopment Plan (“Plan”); and

WHEREAS, Section 2, Goals 4 and 6, at page 11 of the Plan lists the “creation of jobs within the community” and “improving the quality of life for residents” as stated redevelopment goals; and

WHEREAS, Section 2, Principle 6, at page 15 of the Plan provides that in order to “address and improve the neighborhood economy and expand economic opportunities of present and future residents and businesses[,] ... [it is necessary to] support and enhance existing businesses and ... attract new businesses that provide needed services and economic opportunities ...”; and

WHEREAS, Encouraging Dreamers Breaking Barriers, LLC (“EDBB”), is a Florida Limited Liability Company, with address at 1490 NW 3<sup>rd</sup> Avenue, Suite 106, Miami Florida 33136 and was founded in 2017 on the basis of removing barriers encountered among young male and female youth ages 14-24 years old living in the redevelopment area; and

WHEREAS, EDBB mission is to provide mentorship while uniting the diverse cultures in underprivileged communities by exposing their participants to entrepreneurship and networking opportunities while educating them in life skills trainings and promoting successful ways of maturing from an adolescent to a young adult; and

WHEREAS, EDBB Allstars Youth Escape Detailing Services Program (“Program”) has played a vital role in workforce readiness training, job placement through its car wash initiative; and

WHEREAS, EDBB seeks funding to assist with the Program in an effort to continue and expand its success in providing employment assistance to the youth and underserved residents within the redevelopment area; and

WHEREAS, the Board of Commissioners wishes to authorize funding in the amount not to exceed Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) (“Funds”) to EDBB to assist with the Program; and

WHEREAS, the Board of Commissioners finds that authorizing this Resolution would further the SEOPW CRA redevelopment goals and objectives; and

WHEREAS, based on the recommendation and written finding of the Executive Director, it is in the best interest for the Board of Commissioners to authorize, by an affirmative four-fifths (4/5ths) vote, a waiver of competitive sealed bidding procedures pursuant to Section 18-85 of the Code of the City of Miami, Florida, as amended (“City Code”), as adopted by the SEOPW CRA, all in forms acceptable to the General Counsel, with EDBB for provisions of funds in an amount not to exceed \$75,000.00 subject to the availability of funding; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OR COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MIAMI, FLORIDA:**

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated herein as if fully set forth in this Section.

Section 2. By a four-fifths (4/5<sup>th</sup>) affirmative vote, after an advertised public hearing, the Executive Director’s recommendation, and written finding that competitive negotiation methods and procedures are not practicable or advantageous to the SEOPW CRA, pursuant to Section 18-85 of the City Code, as adopted by the SEOPW CRA, and waiving the requirements for said procedures are ratified, approved, and confirmed.

Section 3. The Executive Director is hereby authorized to disperse funds, at his discretion, on a reimbursement basis or directly to vendors, upon presentation of invoices and satisfactory documentation from SEOPW CRA Tax Increment Fund, entitled “Other Grants and Aids,” Account Code No. 10050.920101.883000.0000.00000, subject to the availability of funding, to EDBB for the Program.

Section 4. The Executive Director is authorized to negotiate and execute an agreement, including any and all documents necessary, all-in forms acceptable to the General Counsel, for the purpose stated herein.

Section 5. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

 Vincent T. Brown, Staff Counsel 4/20/2023

**SOUTHEAST OVERTOWN/PARK WEST  
COMMUNITY REDEVELOPMENT AGENCY  
4/5ths RECOMMENDATION**

**To:** Board Chair Christine King  
and Members of the SEOPW CRA Board

**Date:** April 27, 2023

**File:**

**Subject:** 4/5ths Bid Waiver Encouraging Dreamers  
Breaking Barriers LLC.

**From:** James McQueen  
Executive Director

**References:**

**Enclosures:**

**BACKGROUND:**

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”) by a four-fifths (4/5THS) affirmative vote, after an advertised public hearing, ratifying, approving and confirming the executive director’s recommendation and finding that competitive negotiation methods and procedures are not practicable or advantageous pursuant to sections 18-85 and 18-86 of the code of the city of Miami, Florida, as amended, as adopted by the SEOPW CRA; waiving the requirements for competitive sealed bidding as not being practicable or advantageous to the SEOPW CRA; authorizing the allocation of grant funds to Encouraging Dreamers Breaking Barriers, LLC (“EDBB”), in an amount not to exceed \$75,000.00 (“Funds”), to support EDBB Allstars Youth Escape Detailing Services (“Program”). The Program will include management of the on-the-job training services for the car wash initiative from the period of April 2023 to September 2023 (“Term”), located at 1490 N.W. 3rd Avenue, Suite 106, Miami, FL 33136 (the “Property”).

EDBB was established in 2017 and this organization is founded on removing barriers encountered among youth and young adult's male and females ages 14 - 24 living in the Redevelopment area. Their mission is to provide mentorship while uniting the diverse cultures in underprivileged communities by exposing their participants to entrepreneurship and networking opportunities educating them in life skills trainings and promoting successful ways of maturing from an adolescent to a young adult (“Purpose”). The Program offers an internship component and participants can earn an hourly rate of \$15.00 an hour. EDBB currently seeks Funds through the form of a grant from the SEOPW CRA for the purpose of the Program. It seeks to continue and expand its successful efforts in providing employment assistance to the residents of the Redevelopment Area.

**RECOMMENDATION:**

Encouraging Dreamers Breaking Barriers, LLC, is located within the redevelopment area and has a proven track record of fostering relationships with countless employers and has placed numerous job seekers throughout the redevelopment area. As a result, the Executive Director’s recommends approval of a bid waiver.



**Southeast Overtown/Park West Community Redevelopment Agency**

**NOTICE OF PUBLIC HEARING**

The Board of Commissioners (“Board”) of the Southeast Overtown/ Park West Community Redevelopment Agency (“SEOPW CRA”) will hold a Public Hearing on Thursday, April 27, 2023, at 10:00 a.m. or anytime thereafter in the City Commission chambers located at Miami City Hall, 3500 Pan American Drive, Miami, Florida 33133. The Board will consider the allocation of funding for the **Encouraging Dreamers Breaking Barrier, LLC (“EDBB”)**, to support EDBB All-Star Youth Escape Carwash Detail Second Chance Initiative (“Program”). The Program will include management of the on-the-job training services for the car wash initiative.

In accordance with the SEOPW CRA 2018 Redevelopment Plan Update (“Plan”) and Florida Statutes 163, the Board will consider the allocation of funding, in an amount not to exceed Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) to support Allstars Youth Escape Detailing Services.

Inquiries regarding this notice may be addressed to James McQueen, Executive Director, SEOPW CRA, at (305) 679-6800.

This action is being considered pursuant to Sections 18-85 (a) of the Code of the City of Miami, Florida as amended (“Code”). The recommendation and findings to be considered in this matter are set forth in the proposed resolution and in Code Sections 18-85 (a), which are deemed to be incorporated by reference herein, and are available as with the scheduled SEOPW CRA Board meeting of Thursday, April 27, 2023, at 10:00 a.m. or anytime thereafter in the City Commission chambers located at Miami City Hall, 3500 Pan American Drive, Miami, Florida 33133.

All comments and questions with respect to the meeting and remote public participation should be addressed to James McQueen, Executive Director, at 819 N.W. 2<sup>nd</sup> Avenue, 3rd Floor, Miami, Florida 33136, (305) 679-6800. Should any person desire to appeal any decision of the Board with respect to any matter considered at this meeting, that person shall ensure that a verbatim record of the proceedings is made, including all testimony and evidence upon which any appeal may be based (F.S. 286.0105).

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in this proceeding may contact the Office of the City Clerk at (305) 250-5361 (Voice) no later than five (5) business days prior to the proceeding. TTY users may call via 711 (Florida Relay Service) no later than five (5) business days prior to the proceeding.



Todd B, Hannon  
Clerk of the Board  
Ad No.40290

# PROPOSED FUNDING REQUEST



## Encouraging Dreamers Breaking Barriers, LLC

### Project Name

**EDBB All Stars Youth Escape Car Wash – Second Chance Initiative**

### Prepared For

**The City of Miami SEOPW CRA**

### Prepared By

**Ijamyn Gray**

**Encouraging Dreamers Breaking Barriers, LLC**

**1490 NW 3rd Avenue | Miami, FL 33136**

**Tel: 786.317.7729**

**ijamyngray62@gmail.com**

### Submitted on

**April 6, 2023**



## FACT SHEET

### WHO WE ARE:

Encouraging Dreamers Breaking Barriers, LLC, was established in 2017. We are a for profit organization currently located at 1490 NW 3rd Avenue, Suite 106, Miami, Florida 33136. This organization is founded on removing barriers encountered among youth and young adults between the ages 14-25 living in the City of Miami including SEOPW Redevelopment area. Our mission is to provide mentorship while uniting the diverse cultures in underprivileged communities by exposing our participants to entrepreneurship opportunities while educating them in life skill trainings and promoting successful ways for maturing from an adolescent to a young adult.

### WHAT WE DO:

We offer participation in our paid on the job training followed by job opportunities as well as entrepreneurial opportunities for residents between the ages of 14-25, living in underprivileged communities within the City of Miami and SEOPW Redevelopment area. Our most current on the job paid training and job placement opportunities are offered through our All-Star Youth Escape Carwash Detail Service, launched in August of 2021, amid the pandemic. Our carwash initiative has been successful in improving the quality of life for our fifteen (15) participants by assuring job placement after completion of their job training in which all participants are paid \$15 per hour. Our mobile car wash pop-ups have also allowed our participants to provide services at many community events and businesses within the City of Miami and the SEOPW Redevelopment area.

### WHAT WE NEED:

We are pleased to submit this proposal for services to support our desire to build a relationship with the City of Miami SEOPW CRA; and work in conjunction with the city achieving its redevelopment goals by supporting a local standard car washing project. This project will enhance City of Miami residents by providing jobs and a service within the local community, while improving the quality of life and promoting entrepreneurship and technology innovations to its participants. In order to keep this effort ongoing, we are seeking your monetary support in the amount of **Seventy-Five Thousand Dollars** (\$75,000.00), to be used to fund our car wash/mentorship initiative expenses. With your sponsorship we will be able to reach 10 to 15 youth/young people living within the City of Miami including the SEOPW Redevelopment area.

Our goal is to give the youth of today an opportunity to learn all the tools needed in becoming a successful business owner and a productive citizen. We realize not all youth are suited for college after graduating from high school. However, all youth can become productive citizens' by earning and learning. With your financial assistance this opportunity will continue to create jobs for our youth and give them a responsibility geared towards earning an honest living. It will promote self-worth and reduce the chances of our participants from engaging in unproductive activities. I truly believe initiatives such as this is a necessity throughout our unprivileged neighborhoods/ communities which ultimately empower our youth to become self-sufficient productive citizens. The requested funds will be allocated as follows:

**PROPOSED BUDGET OF SEOPW CRA FUNDS:**

The Seventy-Five Thousand Dollars (\$75,000.00) to be acquired from SEOPW will be used towards our car wash and mentorship initiative expenses. With your sponsorship we will be able to reach fifteen (15) young people living within the SEOPW Redevelopment area.

**Item**

No.	Description	Line Total
1	EMPLOYEEES/TRAINNEES/CONTRACT MANAGER	\$ 45,000.00
2	FRINGE BENEFITS	\$ 3,000.00
3	ADMINISTRATIVE SERVICES/AUDITING/BOOKKEEPING	\$ 6,000.00
4	WORKER’S COMPENSATION/INSURANCE	\$ 3,500.00
5	EQUIPMENT/ STORAGE	\$ 1,500.00
6	SUPPLIES (operational and office supplies)	\$ 2,000.00
7	MEALS	\$ 1,000.00
8	UNIFORMS	\$ 2,500.00
9	AUTOMOBILE GASOLINE	\$ 1,500.00
10	TRAINING CERTIFICATION	\$ 2,000.00
11	BUSINESS CONFERENCE (this includes hotel and travel expenses)	\$ 7,000.00
	Infrastructure Request – EDBB is requesting the continued use of the property located at 1490 NW 3 <sup>rd</sup> Avenue for its services and mentorship program	
	<b>Total Budget</b>	<b>\$ 75,000.00</b>

**WHY WE NEED IT:**

We have seen the effects of our program and community engagements and the outcome has been phenomenal thus far. I am a testimony of how programs such as this made a difference in my childhood. With youth violence on the rise our organization is committed to providing job opportunities, mentorship, and other trainings, which teach life skills that focus on how to work through the many barriers that may prevent our participants from succeeding.

Attachment: File # 13885 - Backup (13885 : 4/5ths Bid Waiver Encouraging Dreamers Breaking Barriers LLC.)

## CONCLUSION:

Encouraging Dreamers Breaking Barriers, LLC takes pride in caring for our employees, our customers, our shareholders, and our environment. We hire dedicated employees who have similar values. We are a customer-first establishment, and we provide all of our employees the opportunity to build everlasting careers. EDBB All Star Youth Escape Detailing Services has created a working environment in the City of Miami where employees can perform their best and strive to achieve his or her personal goals. Because of our detailed training and safety program, we encourage our employees to dream big despite the barriers we face.

We are confident that we can meet the challenges ahead and stand ready to partner with you in delivering an effective, employee invested, and customer first solution.

Thank you for your consideration,

Mr. Ijamyn Gray, Founder  
Encouraging Dreamers Breaking Barriers, LLC  
(EDBB All Stars Youth Escape Car Wash – Second Chance Initiative)



## PRIOR YEAR PROJECT DELIVERABLES:

Staying true to our mission, we partnered with and supported local businesses to provide the following services and incentives to our participants:

SERVICES PROVIDED / DELIVERABLES	PROVIDED BY	SUCCESS RATE
Talent Acquisitions <ul style="list-style-type: none"> <li>The hiring of 15-20 youth and adults within the City of Miami</li> <li>The participation of 15 youth volunteers during Spring break</li> <li>The participation of 15 youth volunteers during Summer break</li> </ul> (ALL PARTICIPANTS ARE COMPENSATED \$15 / PER HOUR)	Career Source South Florida  Referrals from Local Businesses and Residents	Improved social skills, Increased self-esteem and self-sufficiency and promotes a sense of fulfillment through community engagements
On the job car detailing training which includes car tech videos	Encouraging Dreamers Breaking Barriers, LLC	All employees are certified car specialists within four weeks
Financial Literacy Classes	Regions Bank	90% of employees open new bank accounts within four weeks
Mentorship and Life Skills	Daily Staff Meetings - Encouraging Dreamers Breaking Barriers, LLC	95% of attendance rate, 95% employee uniformity and enhanced customers service
Supplies purchased for the business were purchased from local business <ul style="list-style-type: none"> <li>Neighborhood Price Choice</li> </ul>	EDBB, INC (non-profit organization) and Encouraging Dreamers Breaking Barriers, LLC	Improved social skills, Increased self-esteem and self-sufficiency and promotes a sense of fulfillment through community engagements
Meals for our participants were purchased from local business <ul style="list-style-type: none"> <li>2 Guys, Chic-fil-A</li> </ul>	EDBB, INC (non-profit organization) and Encouraging Dreamers Breaking Barriers, LLC	Improved social skills, Increased self-esteem and self-sufficiency and promotes a sense of fulfillment through community engagements
Participation in the following community events: Father and Son Football Tournament, Thanksgiving Turkey Drive, Community Pop-up Events, Valentine Grams Drive, EDBB Annual Christmas Wishlist Event	EDBB, INC (non-profit organization) and Encouraging Dreamers Breaking Barriers, LLC	Improved social skills, Increased self-esteem and self-confidence and promotes a sense of fulfillment through community engagements



Attachment: File # 13885 - Backup (13885 : 4/5ths Bid Waiver Encouraging Dreamers Breaking Barriers LLC.)



ENCOURAGINGDREAMER'S

PO Box 11363, Miami FL 33101

Office (786) 317-7729

Email: [encouragingdreamers@gmail.com](mailto:encouragingdreamers@gmail.com)

## PRIOR YEAR PROJECT SUCCESS STORIES:

### SUCCESS STORY NO. 1

Our first success story was finding my father Randy Hudnell. One day God asked me "how can I save the world and forget about my own. With that though in mind I found my father who was homeless and on drugs at the time. It was a challenge looking past him being an absent parent but with God's permission I was able to forgive my father for his shortfall and offer him a life changing opportunity through employment with Encouraging Dreamer's Breaking Barriers Allstars Detailing Service. Mr. Hudnell, now has a stable job as a car tech specialist/record keeper, he has his own place and is no longer homeless. Our next mission is to assist him with his dream of opening his own business of selling nutritious and delicious organic and natural food and drinks. – Ijamyn Gray, CEO of Encouraging Dreamers Breaking Barriers, LLC

### SUCCESS STORY NO. 2

The second success story is helping groom and mentor Antiwone Johnson, who has been a part of Encouraging Dreamer's Breaking Barriers Allstars Detailing Service from its start. His dream is to someday own his own security company. As a result of shadowing the owner of EDBB, Antiwone has learned the tools needed to operate and manage his own business. He is now the proud owner of A3 Security Services, LLC, which is another service provided under the EDBB umbrella.

– Ijamyn Gray, CEO of Encouraging Dreamers Breaking Barriers, LLC

### SUCCESS STORY NO. 3

Our third success story was the hiring of a young man name Robert Whittle. He was featured on a documentary – Behind the Bars in Miami, where he was in Bootcamp after serving 5 ½ years in prison. He was released in June of 2021, and since his release from prison he has been employed by Encouraging Dreamer's Breaking Barriers Allstars Detailing Service. As a result he now has a stable source of income, has opened a bank account and has transformed his mind into being a model citizen and employee.

– Ijamyn Gray, CEO of Encouraging Dreamers Breaking Barriers, LLC

### SUCCESS STORY NO. 4

The fourth success story is the hiring of over 20 youth from different communities and creating a safe haven through our carwash youth escape initiative. These youth are learning the true meaning of "One Brother One Hood". Each day they realize that this carwash is a life changing opportunity where we wash away our past while waxing into a brighter future

– Ijamyn Gray, CEO of Encouraging Dreamers Breaking Barriers, LLC



ENCOURAGINGDREAMER'S

PO Box 11363, Miami FL 33101

Office (786) 317-7729

Email: [encouragingdreamers@gmail.com](mailto:encouragingdreamers@gmail.com)

### TOTAL PROJECT OPERATING BUDGET:

The total operating cost per year to effectively fund the carwash program is Three Hundred Thirty-Thousand Dollars (\$330,000.00). The following is a detailed line item per cost:

Item No.	Description	Line Total	Balance Remaining After Commitment
1	TRAINEES / CONTRACT MANAGER	\$ 237,000.00	
2	ADMINISTRATION / AUDITING / BOOKKEEPING	\$ 10,000.00	
3	FRINGE BENEFITS	\$ 15,000.00	
4	INSURANCE	\$ 6,000.00	
5	STORAGE	\$ 5,000.00	
6	BUSINESS CONFERENCE (travel expenses, courses, etc.)	\$ 20,000.00	
7	MEALS	\$ 2,500.00	
8	UNIFORMS	\$ 6,000.00	
9	OFFICE SUPPLIES	\$ 2,500.00	
10	EQUIPMENT	\$ 2,500.00	
11	OPERATIONAL SUPPLIES	\$ 2,500.00	
12	GASOLINE EXPENSE (automobile and equipment)	\$ 3,500.00	
13	LICENSES/PERMITS	\$ 3,000.00	
14	OFFICE SPACE	\$ 1,000.00	
15	WORKER'S COMPENSATION	\$ 4,000.00	
16	REPAIR & MAINTENANCE	\$ 2,000.00	
17	INTERNATIONAL DETAILING ASSOCIATION (IDA) CERTIFICATION	\$ 5,000.00	
18	COMMUNITY ENGAGEMENT EVENTS	\$ 2,500.00	
	<b>Total Operating Budget</b>	<b>\$ 330,000.00</b>	



# **STATEMENT OF WORK**

**Prepared For**  
**The City of Miami SEOPW CRA**

**Project Name**  
**EDBB Allstars Youth Escape Detailing Services**

**Prepared By**  
**Ijamyn Gray**  
**Encouraging Dreamers Breaking Barriers, LLC**  
**1490 NW 3rd Avenue | Miami, FL 33136**



**Tel: 786.317.7729**  
**ijamynggray62@gmail.com**

**Submitted on**  
**3/6/2023**



## **STATEMENT OF WORK**

### **INTRODUCTION:**

Encouraging Dreamers Breaking Barriers, LLC was established in 2017. We are a for profit organization currently located at 1490 NW 3rd Avenue, Suite 106, Miami, Florida 33136. This organization is founded on removing barriers encountered among youth and young men ages 14-24 living in the City of Miami.

### **PROJECT PURPOSE:**

Our mission is to provide mentorship while uniting the diverse cultures in underprivileged communities by exposing our participants to entrepreneurship and networking opportunities while educating them in life skills trainings and promoting successful ways for maturing from an adolescent to a young adult.

### **SCOPE OF WORK:**

We offer participation in our paid on the job training followed by job opportunities as well as entrepreneurial opportunities for residents between the ages of 16-24, living in underprivileged communities within the City of Miami. Our most current on the job paid training and job placement opportunities are offered through our All-Star Youth Escape Car Wash Detail Service, located at 1490 NW 3rd Avenue, Miami, Florida 33136 (behind the Price Choice Shopping Plaza).

### **PROJECT TASKS:**

Our carwash initiative has been successful in improving the quality of life for our fifteen (15) participants within a twelve-month period by assuring job placement after completion of their job training. Our mobile carwash pop-ups have and will continue to allow our participants to provide services at many community events and businesses within the City of Miami. Our major milestones will be our International Detailing Association Certification offered to our trainees, our annual car wash conference, our spring and summer youth car wash camps and our professional trainings and empowerment guest speakers which will be conducted in the Overtown Business Resource Center conference room.

## PROJECT DELIVERABLES:

Staying true to our mission, we have partnered with local organizations to provide the following services and incentives to our participants:

DELIVERABLES	PROVIDED BY	DATES OF DELIVERABLES
<p>Talent Acquisitions</p> <ul style="list-style-type: none"> <li>The hiring of 10-20 youth and young adults within the City of Miami</li> </ul> <hr/> <ul style="list-style-type: none"> <li>The participation of 15 youth volunteers during Spring break 2023 (Spring Break Car wash Camp)</li> </ul> <hr/> <ul style="list-style-type: none"> <li>The participation of 15 youth volunteers during Summer break 2023 (Summer Break Car wash Camp)</li> </ul>	<p>Career Source South Florida and Referrals from Local Businesses and Residents</p> <hr/> <p>Community Hiring Event</p> <hr/> <p>Community Hiring Event</p>	<p>January 1<sup>st</sup> – December 31<sup>st</sup>, 2023 (Duration of Project)</p> <p>March 20<sup>th</sup> – March 25<sup>th</sup>, 2023</p> <p>July 5<sup>th</sup> – July 28<sup>th</sup>, 2023</p>
<p>On the job car detailing training which includes International Detailing Association Certification Training</p>	<p>Encouraging Dreamers Breaking Barriers, LLC and IDA Trainer</p>	<p>January 1<sup>st</sup> – December 31<sup>st</sup>, 2023 (All employees are certified as car specialists within six months)</p>
<p>Financial Literacy Classes</p>	<p>Regions Bank</p>	<p>January 1<sup>st</sup> – December 31<sup>st</sup>, 2023 (classes are conducted once a month)</p>
<p>Mentorship and Life Skills Trainings</p>	<p>Encouraging Dreamers Breaking Barriers, LLC and Guest Speakers</p>	<p>January 1<sup>st</sup> – December 31<sup>st</sup>, 2023 (trainings are conducted biweekly)</p>
<p>Participation in community and networking events such as: Father and Son Football Tournament, Thanksgiving Turkey Drives, Local community, EDBB Annual Christmas Wishlist Event</p>	<p>EDBB, INC (non-profit organization) and Encouraging Dreamers Breaking Barriers, LLC, and other organizations</p>	<p>January 1<sup>st</sup> – December 31<sup>st</sup>, 2023 (Participation is required at least three times a month. The goal is to improve social skills, increase self-esteem and self-confidence and promote a sense of fulfillment through community engagements and outreach initiatives)</p>

**MONTHLY SCHEDULE:**

<b>MONTH</b>	<b>PROJECT TIMELINE</b>
January 2023	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Detail cleaning of vehicles (residents, local business owners, and employees)</li> <li>• International Detailing Association Certification Training</li> <li>• Complete Bi-weekly Professionalism and Soft Skills Trainings</li> <li>• Engage in Community Event – <b>“Dr Martin Luther King Annual Parade”</b></li> </ul>
February 2023	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• International Detailing Association Certification Training</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• Engage in Community Event – <b>“EDBB Spreading Love on Valentine’s Day”</b></li> </ul>
March 2023	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• International Detailing Association Certification Training</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• Engage in Community Event – <b>“Father and Son Football Tournament”</b> and</li> <li>• Engage in Community Event – <b>“Spring Break Youth Escape Car wash Camp”</b></li> </ul>
April 2023	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• International Detailing Association Certification Training</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• Engage in Community Event – <b>“Easter Egg Give Away Car wash Drive”</b></li> </ul>
May 2023	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• International Detailing Association Certification Training</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• EDBB Annual Team Building Event – <b>“Annual Car Wash Expo”</b></li> </ul>
June 2023	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• International Detailing Association Certification Training</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• Engage in Community Event – <b>“Summer Break Youth Escape Car wash Camp”</b></li> </ul>
July 2023	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• International Detailing Association Certification Training</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• Engage in Community Event – <b>“Summer Break Youth Escape continued”</b></li> </ul>
August 2023	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• International Detailing Association Certification Training</li> </ul>

	<ul style="list-style-type: none"> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• Engage in Community Event – <b>“Back to School Youth Car wash Drive”</b></li> </ul>
September 2023	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• International Detailing Association Certification Training</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings or</li> <li>• Engage in Community Event – <b>“Teacher Planning Day Youth Car Wash”</b></li> </ul>
October 2023	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• International Detailing Association Certification Training</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• Engage in Community Event – <b>“Trick or Treat Youth Car Wash Candy Drive”</b></li> </ul>
November 2023	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• International Detailing Association Certification Training</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• Engage in Community Event – <b>“Turkey Give-Away Youth Car Wash Drive”</b></li> </ul>
December 2023	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• International Detailing Association Certification Training</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• Engage in Community Event – <b>“EDBB Christmas Wishlist Toy Drive”</b></li> <li>• Project Close-out</li> </ul>

## TRAININGS:

All employees will attend trainings on the proper techniques to detail all vehicles and safety precautions before any work is performed on the vehicles. Professionalism and Skills Trainings are conducted monthly and mandatory for all employees.

TITLE	ADMINISTERED BY
NEW HIRE ORIENTATION	EDBB INC
CAR WASH DETAILING TRAINING / SERIES 101-105	Ammo Training Academy
INTERNATIONAL DETAILING ASSOCIATION CERTIFICATION TRAINING	IDA Trainer
PROFESSIONALISM IN THE WORK-PLACE	EDBB INC / BKH
FINANCIAL LITERACY	REGIONS BANK & TRANSITION INC
DRESS CODE	EDBB INC / BKH
GOOD DECISION MAKING	EDBB INC / BKH
CUSTOMER SERVICE	EDBB INC / BKH
EMOTIONAL INTELLIGENCE	EDBB INC / BKH
RESPECT IN THE WORKPLACE	EDBB INC / BKH
SEXUAL HARASSMENT IN THE WORKPLACE	EDBB INC / BKH
TIME MANAGEMENT	EDBB INC / BKH
MONEY MANAGEMENT	EDBB INC / BKH

## PROPOSED 2023 COMMITMENTS

<i>ORAGANIZATION</i>	<i>AMOUNT</i>
SEOPW CRA	\$ 75,000.00
MAYOR API FUNDING	\$ 50,000.00
CARWASH REVENUE	\$ 25,000.00
DISTRICT 5	\$ 50,000.00
CHILDREN'S TRUST	\$ 17,500.00
<b>TOTAL PROPOSED COMMITMENTS</b>	<b>\$ 217,500.00</b>

## PROPOSED BUDGET OF SEOPW CRA FUNDS:

The Seventy-Five Thousand Dollars (\$75,000.00) to be acquired from SEOPW will be used towards our car wash and mentorship initiative expenses. With your sponsorship we will be able to reach ten (10) young people living within the City of Miami.

**Item  
No.**

**Description**

**Line Total**

1	EMPLOYEEES/TRAINEES/CONTRACT MANAGER	\$ 45,000.00
2	FRINGE BENEFITS	\$ 3,000.00
3	ADMINISTRATIVE SERVICES/AUDITING/BOOKKEEPING	\$ 6,000.00
4	WORKER'S COMPENSATION/INSURANCE	\$ 3,500.00
5	EQUIPMENT/ STORAGE	\$ 1,500.00
6	SUPPLIES (operational and office supplies)	\$ 2,000.00
7	MEALS	\$ 1,000.00
8	UNIFORMS	\$ 2,500.00
9	AUTOMOBILE GASOLINE	\$ 1,500.00
10	TRAINING CERTIFICATION	\$ 2,000.00
11	BUSINESS CONFERENCE (this includes hotel and travel expenses)	\$ 7,000.00
	Infrastructure Request – EDBB is requesting the continued use of the property located at 1490 NW 3 <sup>rd</sup> Avenue for its services and mentorship program	
	<b>Total Budget</b>	<b>\$ 75,000.00</b>

Attachment: File # 13885 - Backup (13885 : 4/5ths Bid Waiver Encouraging Dreamers Breaking Barriers LLC.)

## CONCLUSION:

We have seen the effects of our program and community engagements and the outcome has been phenomenal thus far. As CEO of this organization, I am a testimony of how programs such as this made a difference in my childhood. With youth violence on the rise our organization is committed to providing job opportunities, mentorship, and other trainings, which teach life skills that focus on how to work through the many barriers that may prevent our participants from succeeding.

Our goal is to give the youth of today an opportunity to learn all the tools needed in becoming a successful business owner and a productive citizen. We realize not all youth are suited for college after graduating from high school. However, all youth can become productive citizens' by earning and learning. With your financial assistance this opportunity will continue to create jobs for our youth and give them a responsibility geared towards earning an honest living. It will promote self-worth and reduce the chances of our participants from engaging in unproductive activities. I truly believe initiatives such as this is a necessity throughout our unprivileged neighborhoods/communities which ultimately empower our youth to become self-sufficient productive citizens.

Encouraging Dreamers Breaking Barriers, LLC takes pride in caring for our employees, our customers, our shareholders, and our environment. We hire dedicated employees who have similar values. We are a customer-first establishment, and we provide all of our employees the opportunity to build everlasting careers. EDBB All Star Youth Escape Detailing Services has created a working environment in the City of Miami where employees can perform their best and strive to achieve his or her personal goals. Because of our detailed training and safety program, we encourage our employees to dream big despite the barriers. We are confident that we can meet the challenges ahead and stand ready to partner with you in delivering an effective, employee invested, and customer first solution.

Thank you for your consideration,

Mr. Ijamyn Gray, Founder  
Encouraging Dreamers Breaking Barriers, LLC  
(EDBB All Star Youth Escape Carwash Detailing Services)



ENCOURAGINGDREAMER'S

PO Box 11363, Miami FL 33101

Office (786) 317-7729

Email: [encouragingdreamers@gmail.com](mailto:encouragingdreamers@gmail.com)

## PRIOR YEAR PROJECT SUCCESS STORIES:

### SUCCESS STORY NO. 1

Our first success story was finding my father Randy Hudnell. One day God asked me "how can I save the world and forget about my own. With that though in mind I found my father who was homeless and on drugs at the time. It was a challenge looking past him being an absent parent but with God's permission I was able to forgive my father for his shortfall and offer him a life changing opportunity through employment with Encouraging Dreamer's Breaking Barriers Allstars Detailing Service. Mr. Hudnell, now has a stable job as a car tech specialist/record keeper, he has his own place and is no longer homeless. Our next mission is to assist him with his dream of opening his own business of selling nutritious and delicious organic and natural food and drinks.

– Ijamyn Gray, CEO of Encouraging Dreamers Breaking Barriers, LLC

### SUCCESS STORY NO. 2

The second success story is helping groom and mentor Antiwone Johnson, who has been a part of Encouraging Dreamer's Breaking Barriers Allstars Detailing Service from its start. His dream is to someday own his own security company. As a result of shadowing the owner of EDBB, Antiwone has learned the tools needed to operate and manage his own business. He is now the proud owner of A3 Security Services, LLC, which is another service provided under the EDBB umbrella.

– Ijamyn Gray, CEO of Encouraging Dreamers Breaking Barriers, LLC

### SUCCESS STORY NO. 3

Our third success story was the hiring of a young man name Robert Whittle. He was featured on a documentary – Behind the Bars in Miami, where he was in Bootcamp after serving 5 ½ years in prison. He was released in June of 2021, and since his release from prison he has been employed by Encouraging Dreamer's Breaking Barriers Allstars Detailing Service. As a result he now has a stable source of income, has opened a bank account, and has transformed his mind into being a model citizen and employee.

– Ijamyn Gray, CEO of Encouraging Dreamers Breaking Barriers, LLC

### SUCCESS STORY NO. 4

The fourth success story is the hiring of over 20 youth from different communities and creating a safe haven through our carwash youth escape initiative. These youth are learning the true meaning of "One Brother One Hood". Each day they realize that this carwash is a life changing opportunity where we wash away our past while waxing into a brighter future

– Ijamyn Gray, CEO of Encouraging Dreamers Breaking Barriers, LLC





ENCOURAGINGDREAMERS

PO Box 11363, Miami FL 33101

Office (786) 317-7729

Email: [encouragingdreamers@gmail.com](mailto:encouragingdreamers@gmail.com)

## TOTAL PROJECT OPERATING BUDGET:

The total operating cost per year to effectively fund the car wash program is Three Hundred Thirty-Thousand Dollars (\$330,000.00). The following is a detailed line item per cost:

Item No.	Description	Line Total
1	TRAINEES / CONTRACT MANAGER	\$ 237,000.00
2	ADMINISTRATION / AUDITING / BOOKKEEPING	\$ 10,000.00
3	FRINGE BENEFITS	\$ 15,000.00
4	INSURANCE	\$ 6,000.00
5	STORAGE	\$ 5,000.00
6	BUSINESS CONFERENCE (travel expenses, courses, etc.)	\$ 20,000.00
7	MEALS	\$ 2,500.00
8	UNIFORMS	\$ 6,000.00
9	OFFICE SUPPLIES	\$ 2,500.00
10	EQUIPMENT	\$ 2,500.00
11	OPERATIONAL SUPPLIES	\$ 2,500.00
12	GASOLINE EXPENSE (automobile and equipment)	\$ 3,500.00
13	LICENSES/PERMITS	\$ 3,000.00
14	OFFICE SPACE	\$ 1,000.00
15	WORKER'S COMPENSATION	\$ 4,000.00
16	REPAIR & MAINTENANCE	\$ 2,000.00
17	INTERNATIONAL DETAILING ASSOCIATION (IDA) CERTIFICATION	\$ 5,000.00
18	COMMUNITY ENGAGEMENT EVENTS	\$ 2,500.00
<b>Total Operating Budget</b>		<b>\$ 330,000.00</b>



ENCOURAGINGDREAMER'S

PO Box 11363, Miami FL 33101

Office (786) 317-7729

Email: [encouragingdreamers@gmail.com](mailto:encouragingdreamers@gmail.com)



Attachment: File # 13885 - Backup (13885 : 4/5ths Bid Waiver Encouraging Dreamers Breaking Barriers LLC.)

GRANT AGREEMENT

This GRANT AGREEMENT (“Agreement”) is made as of this \_\_\_\_\_ day of \_\_\_\_\_ 2023 (“Effective Date”) by and between SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY of the City of Miami, a public agency and body corporate created pursuant to Section 163.356, Florida Statutes (“SEOPW CRA”), and ENCOURAGING DREAMERS BREAKING BARRIERS, LLC, a Florida limited liability company (“Grantee”).

RECITALS

A. **WHEREAS**, the SEOPW CRA is a community redevelopment agency created pursuant to Chapter 163, Florida Statutes, and is responsible for carrying out community redevelopment activities and projects within its Redevelopment Area in accordance with the 2018 Southeast Overtown/Park West Community Redevelopment Plan Update (the “Plan”); and

B. **WHEREAS**, Section 2, Goals 4 and 6 on page 10 of the Plan lists the “creati[on of] jobs within the community” and “improving the quality of life for residents” as stated redevelopment goals; and

C. **WHEREAS**, Section 2, Principle 6 on page 14 of the Plan lists the promotion of “local cultural events, institutions, and businesses” as a stated redevelopment principle; and

D. **WHEREAS**, Section 2, Principle 6 on page 14 of the Plan provides that in order to “address and improve the neighborhood economy and expand economic opportunities of present and future residents and businesses[,] ... [it is necessary to] support and enhance existing businesses and ... attract new businesses that provide needed services and economic opportunities ...”; and

E. **WHEREAS**, Grantee’s All Star Detailing Services training and second-chance program (the “Program”) will provide on-the-job training, internship and employment opportunities to residents in the Redevelopment Area who are interested in entrepreneurship in the vehicle servicing and detailing industry. The Program will also provide vehicle detailing services to the fleet of vehicles owned by the City of Miami (the “City”). Through its Program, Grantee also intends to further develop its relationship with the City of Miami Police Department and assist in bridging the gap and fostering a better relationship between the community and the police department; and

F. **WHEREAS**, Grantee anticipates gainfully employing between five and eighteen individuals from the Redevelopment Area through the Program, in positions ranging from “vehicle tech specialists” to supervisory level positions fostering the development of managerial skills and encouraging career advancement; and

G. **WHEREAS**, the Board of Commissioners, by **Resolution No. CRA-R-22-00** attached hereto as Exhibit “A,” passed and adopted on \_\_\_\_\_, authorized the issuance of a grant, in an amount not to exceed Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00), to the Grantee for funding to underwrite costs associated with the Program

H. **WHEREAS**, the parties wish to enter into this Agreement to set forth the terms and conditions relating to the use of this grant;

**NOW, THEREFORE**, in consideration of the mutual promises of the parties contained herein and other good and valuable consideration, receipt, and sufficiency of which is hereby acknowledged, the SEOPW CRA and Grantee agree as follows:

1. RECITALS. The Recitals to this Agreement are true and correct and are incorporated herein by referenced and made a part hereof.

2. GRANT. Subject to the terms and conditions set forth herein and Grantee's compliance with all of its obligations hereunder, the SEOPW CRA hereby agrees to make available to Grantee grant funds to be used for the purpose and disbursed in the manner hereinafter provided.

3. USE OF GRANT. The Grant shall be used to underwrite costs associated with the Program incurred during the Term of this Agreement, in accordance with the Program's approved scope of work and budget, ("Scope of Work and Budget") as described in **Exhibit "B"**, attached hereto and incorporated herein.

4. TERM. The term of this Agreement shall commence on the Effective Date written above and shall terminate upon the earlier of six (6) months after the Effective Date, or when the grant funds of Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00), are expended, whichever occurs first. However, the following rights of the SEOPW CRA shall survive the expiration or early termination of this Agreement: to audit or inspect; to require reversion of assets; to enforce representations, warranties, and certifications; to exercise entitlement to remedies, limitation of liability, indemnification, and recovery of fees and costs.

5. DISBURSEMENT OF GRANT.

a. GENERALLY. Subject to the terms and conditions contained in this Agreement, the SEOPW CRA shall make available to Grantee up to Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00). In no event shall payments to Grantee under this Agreement exceed Thirty-Six Thousand Dollars and Zero Cents (\$36,000.00), Payments shall be made to Grantee or directly to vendors on behalf of Grantee, only after receipt and approval of requests for disbursements in accordance with the approved Scope of Work and Budget.

b. REQUESTS FOR DISBURSEMENT OF GRANT FUNDS. All requests for the disbursement of grant funds by Grantee shall be submitted in writing to the SEOPW CRA by Grantee's authorized representative prior to the termination of this Agreement. All such requests must be accompanied by supporting documents reflecting the use of grant funds and/or expenditures incurred, and that the request is being made in accordance with the Program's approved Scope of Work and Budget, as reflected in **Exhibit "C"**, for expenditures incurred during the Term of this Agreement. For purposes of this Agreement, "supporting documentation" may include invoices, receipts, photographs, and any other materials evidencing the expense incurred. Grantee agrees that all invoices or receipts reflecting the expenses incurred in connection to the Program shall be in Grantee's name, and not in the name of the SEOPW CRA in light of Grantee's inability to bind the SEOPW CRA to any legal and/or monetary obligation whatsoever. The SEOPW CRA reserves the right to request additional supporting documentation for any expenditures, and the SEOPW CRA reserves the right to deny any and all requests it deems to be outside of the approved Scope of Work and Budget. Grantee's failure to provide additional supporting documentation or explanation regarding expenses incurred, when requested by the SEOPW CRA, shall serve as grounds for immediate termination of this Agreement, and Grantee solely shall bear all costs associated with any expenditures not approved by the SEOPW CRA.

c. CASH TRANSACTIONS PROHIBITED. The parties agree that no payment will be made to Grantee as a reimbursement for any Project-specific expenditure paid in cash. Grantee acknowledges that a cash transaction is insufficient per se to comply with record-keeping requirements under this Agreement.

d. NO ADVANCE PAYMENTS. The SEOPW CRA shall not make advance payments to Grantee or Grantee's vendors for services not performed or for goods, materials, or equipment which have not been delivered to Grantee for use in connection with the Project.

6. COMPLIANCE WITH POLICIES AND PROCEDURES. Grantee understands that the use of grant funds is subject to specific reporting, record keeping, administrative, and contracting guidelines and other requirements affecting the SEOPW CRA's activities in issuing the grant. SEOPW CRA agrees to provide notice of said guidelines and other requirements to Grantee in advance of requiring compliance with same. Without limiting the generality of the foregoing, Grantee represents and warrants that it will comply, and the grant funds will be used in accordance with all applicable federal, state and local codes, laws, rules, and regulations.

7. REMEDIES FOR NON-COMPLIANCE. If Grantee fails to perform any of its obligations or covenants hereunder, or materially breaches any of the terms contained in this Agreement, the SEOPW CRA shall have the right to take one or more of the following actions:

- a. Withhold cash payments, pending correction of the deficiency by Grantee;
- b. Recover payments made to Grantee;
- c. Disallow (that is, deny the use of the grant for) all or part of the cost for the activity or action not in compliance;
- d. Withhold further awards for the Project; or
- e. Take such other remedies that may be legally permitted.

8. RECORDS AND REPORTS/AUDITS AND EVALUATION.

a. PUBLIC RECORDS; MAINTENANCE OF RECORDS. This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. The parties understand the broad nature of these laws and agree to comply with Florida's Public Records Laws, and laws relating to records retention. Moreover, in furtherance of the SEOPW CRA's audit rights in Section 9(c) below, Grantee acknowledges and accepts the SEOPW CRA's right to access Grantee's records, legal representatives' and contractors' records, and the obligation of Grantee to retain and to make those records available upon request, and in accordance with all applicable laws. Grantee shall keep and maintain records to show its compliance with this Agreement. In addition, Grantee's contractors and subcontractors must make available, upon the SEOPW CRA's request, any books, documents, papers, and records which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Grantee, its contractors and subcontractors shall retain records related to this Agreement or the Project for a period of five (5) years after the expiration, early termination or cancellation of this Agreement.

b. REPORTS. Grantee shall deliver to the SEOPW CRA reports relating to the use of grant funds as requested by the SEOPW CRA, from time to time and as detailed herein. Failure to provide said reports shall result in grant funds being withheld until Grantee has complied with this provision. Thereafter, continued failure by Grantee in providing such reports shall be considered a default under this Agreement.

c. AUDIT RIGHTS. The SEOPW CRA shall have the right to conduct audits of Grantee's records pertaining to the grant funds and to visit the Program, in order to conduct its monitoring and evaluation activities. Grantee agrees to cooperate with the SEOPW CRA in the performance of these activities. Such audits shall take place at a mutually agreeable date and time.

d. FAILURE TO COMPLY. Grantee's failure to comply with these requirements or the receipt or discovery (by monitoring or evaluation) by the SEOPW CRA of any inconsistent, incomplete, or inadequate information shall be grounds for the immediate termination of this Agreement by the SEOPW CRA.

9. UNUSED FUNDS. Upon the expiration of the term of this Agreement, Grantee shall transfer to the SEOPW CRA any unused grant funds on hand at the time of such expiration.

10. REPRESENTATIONS; WARRANTIES; CERTIFICATIONS. Grantee represents, warrants, and certifies the following:

a. INVOICES. Invoices for all expenditures paid for by Grantee shall be submitted to the CRA for review and approval in accordance with the terms set forth in this Agreement. Grantee, through its authorized representative, shall certify that work reflected in said invoices has, in fact, been performed in accordance with the Scope of Work and Budget set forth in **Exhibit "B"**.

b. EXPENDITURES. Funds disbursed under this Agreement shall be used solely for the Project in accordance with the Scope of Work and Budget set forth in **Exhibit "B"**. All expenditures of grant funds will be made in accordance with the provisions of this Agreement.

c. SEPARATE ACCOUNTS. Grant funds shall not be co-mingled with any other funds, and separate accounts and accounting records shall be maintained.

d. POLITICAL ACTIVITIES. No expenditure of grant funds shall be used for political activities.

e. LIABILITY GENERALLY. Grantee shall be liable to the SEOPW CRA for the amount of the grant expended in a manner inconsistent with this Agreement.

f. AUTHORITY. This Agreement has been duly authorized by all necessary actions on the part of, and has been, or will be, duly executed and delivered by Grantee, and neither the execution and delivery hereof, nor compliance with the terms and provisions hereof: (i) requires the approval and consent of any other party, except such as have been duly obtained or as are specifically noted herein; (ii) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on any indenture, mortgage, deed of trust, bank loan, or credit agreement, applicable ordinances, resolutions, or on the date of this Agreement, any other agreement or instrument to which Grantee is a party; or (iii) contravenes or results in any breach of, or default under any other agreement to which Grantee is a party, or results in the creation of any lien or encumbrances upon any property of Grantee.

11. NON-DISCRIMINATION. Grantee, for itself and on behalf of its contractors and sub-contractors, agrees that it shall not discriminate on the basis of race, sex, color, religion, national origin, age, disability, or any other protected class prescribed by law in connection with its performance under this Agreement. Furthermore, Grantee represents that no otherwise qualified individual shall, solely, by reason of his/her race, sex, color, religion, national origin, age, disability, or any other member of a protected class be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving financial assistance pursuant to this Agreement.

12. CONFLICT OF INTEREST. Grantee is familiar with the following provisions regarding conflict of interest in the performance of this Agreement by Grantee. Grantee covenants, represents, and warrants that it will comply with all such conflict-of-interest provisions:

- a. Code of the City of Miami, Florida, Chapter 2, Article V.
- b. Miami-Dade County Code, Section 2-11.1.

13. CONTINGENCY. Funding for this Agreement is contingent on the availability of funds and continued authorization for Program activities and is subject to amendment or termination due to lack of funds or authorization, reduction of funds, or change in regulations. The SEOPW CRA shall not be liable to Grantee for amendment or termination of this Agreement pursuant to this Section.

14. MARKETING.

a. PUBLICATION. In the event Grantee wishes to engage in any marketing efforts, Grantee shall, if approved by the SEOPW CRA in accordance with Section 14(b) below, produce, publish, advertise, disclose, or exhibit the SEOPW CRA's name and/or logo, in acknowledgement of the SEOPW CRA's contribution to the Program, in all forms of media and communications created by Grantee for the purpose of publication, promotion, illustration, advertising, trade, or any other lawful purpose, including but not limited to stationary, newspapers, periodicals, billboards, posters, email, direct mail, flyers, telephone, public events, and television, radio, or internet advertisements, or interviews.

b. APPROVAL. The SEOPW CRA shall have the right to approve the form and placement of all acknowledgements described in Section 14(a) above, which approval shall not be unreasonably withheld.

c. LIMITED USE. Grantee further agrees that the SEOPW CRA's name and logo may not be otherwise used, copied, reproduced, altered in any manner, or sold to others for purposes other than those specified in this Agreement. Nothing in this Agreement, or in Grantee's use of the SEOPW CRA's name and logo, confers or may be construed as conferring upon Grantee any right, title, or interest whatsoever in the SEOPW CRA's name and logo beyond the right granted in this Agreement.

15. DEFAULT. If Grantee fails to comply with any term or condition of this Agreement, or fails to perform any of Grantee's obligations hereunder, and Grantee does not cure such failure within thirty (30) days following receipt of written notice from the SEOPW CRA that such failure has occurred, then Grantee shall be in default. Upon the occurrence of such default hereunder the SEOPW CRA, in addition to all remedies available to it by law, may immediately, upon written notice to Grantee, terminate this Agreement whereupon all payments, advances, or other compensation paid by the SEOPW CRA directly to Grantee and utilized by Grantee in violation of this Agreement shall be immediately returned to the SEOPW CRA. Grantee understands and agrees that termination of this Agreement under this section shall not release Grantee from any obligation accruing prior to the effective date of termination.

16. NO LIABILITY. In consideration for the issuance of grant funds under this Agreement, Grantee hereby waives, releases, and discharges the SEOPW CRA, the City of Miami, its officers, employees, agents, representatives, or attorneys, whether disclosed or undisclosed, any and all liability for any injury or damage of any kind which may hereafter accrue to Grantee, its officers, directors, members, employees, agents, or representatives, with respect to any of the provisions of this Agreement or performance under this Agreement. Any liability of the SEOPW CRA under this Agreement shall be subject to the limitations imposed by Section 768.28, Florida Statutes.

17. SPECIFIC PERFORMANCE. In the event of breach of this Agreement by the SEOPW CRA, Grantee may only seek specific performance of this Agreement and any recovery shall be limited to the grant funding authorized for the services provided herein. In no event shall the SEOPW CRA be liable to Grantee for any additional compensation, other than that provided herein.

18. INDEMNIFICATION OF THE SEOPW CRA. Grantee agrees to indemnify, defend, protect, and hold harmless the SEOPW CRA and the City of Miami from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "liabilities") for reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from or in connection with: (i) the performance or non-performance of the services, supplies, materials, and equipment contemplated by this Agreement or the Program, whether directly or indirectly caused, in whole or in part, by any act, omission, default, professional errors or omissions, or negligence (whether active or passive) of Grantee or its employees, agents, or subcontractors (collectively referred to as "Grantee"), regardless of whether it is, or is alleged

to be, caused in whole or part (whether joint, concurrent or contributing) by any act, omission, default, breach, or negligence (whether active or passive) of the SEOPW CRA, unless such injuries or damages are ultimately proven to be the result of grossly negligent or willful acts or omissions on the part of the SEOPW CRA; or (ii) the failures of Grantee to comply with any of the paragraphs provisions herein; or (iii) the failure of Grantee, to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state, county, or city in connection with the granting or performance of this Agreement, or any amendment to this Agreement. Grantee expressly agrees to indemnify and hold harmless the SEOPW CRA, from and against all liabilities which may be asserted by an employee or former employee of Grantee, any of subcontractors, or participants in the Program, as provided above, for which Grantee's liability to such employee, former employee, subcontractor, or participant would otherwise be limited to payments under state Worker's Compensation or similar laws. The Indemnification shall survive the cancellation or expiration of the Agreement.

19. INSURANCE. Grantee shall, at all times during the term hereof, maintain such insurance coverage as provided in **Exhibit "C"**, attached hereto and incorporated herein. All such insurance, including renewals, shall be subject to the approval of the SEOPW CRA, or the City of Miami (which approval shall not be unreasonably withheld) for adequacy of protection and evidence of such coverage shall be furnished to the SEOPW CRA on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled, or materially changed during the performance of the Program under this Agreement without thirty (30) calendar days prior written notice (or in accordance to policy provisions) to the SEOPW CRA. Completed Certificates of Insurance shall be filed with the SEOPW CRA, to the extent practicable, prior to the performance of Services hereunder, provided, however, that Grantee shall at any time upon request by SEOPW CRA file duplicate copies of the policies of such insurance with the SEOPW CRA.

If, in the reasonable judgment of SEOPW CRA, prevailing conditions warrant the provision by Grantee of additional liability insurance coverage or coverage which is different in kind, SEOPW CRA reserves the right to require the provision by Grantee of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should Grantee fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following SEOPW CRA's written notice, this Agreement shall be considered terminated on the date the required change in policy coverage would otherwise take effect. Upon such termination, SEOPW CRA shall pay Grantee expenses incurred for the Program, prior to the date of termination but shall not be liable to Grantee for any additional compensation, or for any consequential or incidental damages.

20. DISPUTES. In the event of a dispute between the Executive Director of the SEOPW CRA and Grantee as to the terms and conditions of this Agreement, the Executive Director of the SEOPW CRA and Grantee shall proceed in good faith to resolve the dispute. If the parties are not able to resolve the dispute within thirty (30) days of written notice to the other, the dispute shall be submitted to the SEOPW CRA's Board of Commissioners for resolution within ninety (90) days of the expiration of such thirty (30) day period or such longer period as may be agreed to by the parties to this Agreement. The Board's decision shall be deemed final and binding on the parties.

21. INTERPRETATION.

a. CAPTIONS. The captions in this Agreement are for convenience only and are not a part of this Agreement and do not in any way define, limit, describe, or amplify the terms and provisions of this Agreement or the scope or intent thereof.

b. ENTIRE AGREEMENT. This instrument constitutes the sole and only agreement of the parties hereto relating to the grant, and correctly set forth the rights, duties, and obligations of the parties. There are no collateral or oral agreements or understandings between the SEOPW CRA and Grantee relating to the Agreement. Any promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement shall not be modified in any manner except by an instrument in writing executed by the



parties. The masculine (or neuter) pronoun and the singular number shall include the masculine, feminine and neuter genders and the singular and plural number. The word “including” followed by any specific item(s) is deemed to refer to examples rather than to be words of limitation.

c. CONTRACTUAL INTERPRETATION. Should the provisions of this Agreement require judicial or arbitral interpretation, it is agreed that the judicial or arbitral body interpreting or construing the same shall not apply the assumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party which itself or through its agents prepared same, it being agreed that the agents of both parties have equally participated in the preparation of this Agreement.

d. COVENANTS. Each covenant, agreement, obligation, term, condition, or other provision herein contained shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making the same, not dependent on any other provision of this Agreement unless otherwise expressly provided. All of the terms and conditions set forth in this Agreement shall apply throughout the term of this Agreement unless otherwise expressly set forth herein.

e. CONFLICTING TERMS. In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms of this Agreement shall govern.

f. WAIVER. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

g. SEVERABILITY. Should any provision contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, then such provision shall be deemed modified to the extent necessary to conform with such laws, or if not modifiable to conform with such laws, that same shall be deemed severable; and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

h. THIRD-PARTY BENEFICIARIES. No provision of this Agreement shall, in any way, inure to the benefit of any third party so as to make such third party a beneficiary of this Agreement, or of any one or more of the terms hereof or otherwise give rise to any cause of action in any party not a party hereto.

22. AMENDMENTS. No amendment to this Agreement shall be binding on either party, unless in writing and signed by both parties.

23. DOCUMENT OWNERSHIP. Upon request by the SEOPW CRA, all documents developed by Grantee shall be delivered to the SEOPW CRA upon completion of this Agreement, and may be used by the SEOPW CRA, without restriction or limitation. Grantee agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of the Public Records Law, Chapter 119, Florida Statutes. It is further understood by and between the parties that any document which is given by the SEOPW CRA to Grantee pursuant to this Agreement shall at all times remain the property of the SEOPW CRA and shall not be used by Grantee for any other purpose whatsoever, without the written consent of the SEOPW CRA.

24. AWARD OF AGREEMENT. Grantee warrants that it has not employed or retained any person employed by the SEOPW CRA to solicit or secure this Agreement, and that it has not offered to pay, paid, or agreed to pay any person employed by the SEOPW CRA any fee, commission percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of the grant funds.

25. NON-DELEGABILITY. The obligations of Grantee under this Agreement shall not be delegated or assigned to any other party without the SEOPW CRA's prior written consent which may be withheld by the SEOPW CRA, in its sole discretion.

26. CONSTRUCTION. This Agreement shall be construed and enforced in accordance with Florida law.

27. TERMINATION. The SEOPW CRA reserves the right to terminate this Agreement, at any time for any reason upon giving five (5) days written notice of termination to Grantee. Should the SEOPW CRA terminate this Agreement, the SEOPW CRA will be relieved of all obligations under this Agreement. In no way shall the SEOPW CRA be subjected to any liability or exposure for the termination of this Agreement under this Section.

28. NOTICE. All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail, addressed to the party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served, or, if by mail, on the fifth day after being posted, or the date of actual receipt or refusal of delivery, whichever is earlier.

To SEOPW CRA: James McQueen, Executive Director  
Southeast Overtown/Park West Community Redevelopment Agency  
819 N.W. 2<sup>nd</sup> Avenue, 3<sup>rd</sup> Floor  
Miami, FL 33136  
Email: JMcQueen@miamigov.com

With copies to: Vincent T. Brown, Esq., Staff Counsel  
Email: VTBrown@miamigov.com

To Grantee: Ijamyn Gray, Chief Executive Officer  
Encouraging Dreamers Breaking Barriers, LLC  
3520 Douglas Road  
Miami, FL 33133  
Email: [ijamyngray62@gmail.com](mailto:ijamyngray62@gmail.com)

29. INDEPENDENT CONTRACTOR. Grantee, its contractors, subcontractors, employees, agents, and participants in the Program shall be deemed to be independent contractors, and not agents or employees of the SEOPW CRA, and shall not attain any rights or benefits under the civil service or retirement/pension programs of the SEOPW CRA, or any rights generally afforded its employees; further, they shall not be deemed entitled to Florida Workers' Compensation benefits as employees of the SEOPW CRA.

30. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, and their respective heirs, executors, legal representatives, successors, and assigns.

31. MULTIPLE COUNTERPARTS AND ELECTRONIC SIGNATURES. This Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original. The facsimile or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals

32. MISCELLANEOUS.

- a. In the event of any litigation between the parties under this Agreement, the parties shall bear their own attorneys' fees and costs at trial and appellate levels.
- b. Time shall be of the essence for each and every provision of this Agreement.
- c. All exhibits attached to this Agreement are incorporated in and made a part of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, in consideration of the mutual entry into this Agreement, for other good and valuable consideration, and intending to be legally bound, the SEOPW CRA and Grantee have executed this Agreement.

SOUTHEAST OVERTOWN/PARK WEST  
COMMUNITY REDEVELOPMENT AGENCY, of the  
City of Miami, a public agency and body corporate  
created pursuant to Section 163.356, Florida Statutes

ATTEST:

By: \_\_\_\_\_  
Name: Todd B. Hannon  
Title: Clerk of the Board

By: \_\_\_\_\_  
Name: James McQueen  
Title: Executive Director

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED AS TO INSURANCE  
REQUIREMENTS:

By: \_\_\_\_\_  
Name: Vincent T. Brown, Esq.  
Title: Staff Counsel

By: \_\_\_\_\_  
Name: Ann-Marie Sharpe  
Title: Director of Risk Management

WITNESSES:

ENCOURAGING DREAMERS BREAKING  
BARRIERS, LLC a Florida limited liability company  
("Grantee")  
By: Ijamyn Gray, its Chief Executive Officer

By: \_\_\_\_\_

\_\_\_\_\_

Print: \_\_\_\_\_

By: \_\_\_\_\_

Attachment: File # 13885 - Backup (13885 : 4/5ths Bid Waiver Encouraging Dreamers Breaking Barriers LLC.)


Print: \_\_\_\_\_

DRAFT

Attachment: File # 13885 - Backup (13885 : 4/5ths Bid Waiver Encouraging Dreamers Breaking Barriers LLC.)

**SOUTHEAST OVERTOWN/PARK WEST  
COMMUNITY REDEVELOPMENT AGENCY  
INTER-OFFICE MEMORANDUM**

To: Board Chair Christine King and Members of the CRA Board      Date: April 20, 2023      File: 13886



From: James McQueen      Subject: 4/5ths Bid Waiver BAME  
Executive Director      Development Corporation of South  
Florida, Inc.

Enclosures: File # 13886 - Bid Waiver Memo  
File # 13886 - Notice to the Public  
File # 13886 - Backup

**BACKGROUND:**

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”) by a four-fifths (4/5<sup>ths</sup>) affirmative vote, after an advertised public hearing, ratifying, approving, and confirming the executive director’s recommendation and finding that competitive negotiation methods and procedures are not practicable or advantageous pursuant to sections 18-85 and 18-86 of the code of the City of Miami, Florida, as amended, as adopted by the SEOPW CRA; waiving the requirements for competitive sealed bidding as not being practicable or advantageous to the SEOPW CRA; authorizing the allocation of grant funds to BAME Development Corporation of South Florida, Inc., is a Florida not for profit corporation (“BAME”), in an amount not to exceed Eighty-Seven Thousand Four Hundred Forty-Four Dollars and Zero Cents (\$87,444.00) (“Funds”) for securing of window, door openings, exterior painting, electrical and code improvements (“Purpose”) to the apartment building located at 269 N.W. 8<sup>th</sup> Street, Miami, Florida 33136; Folio #: 0101030501120 (the “Property”) which resides within the redevelopment area.

The Property is a 2-story, 10-unit apartment building built in 1969. The building has been vacant for some time and often becomes a site where homeless individuals illegally enter the property, contributing to blighted conditions. As a result, BAME has requested assistance from the SEOPW CRA to address the necessary work.

**JUSTIFICATION:**

Section 2, Goal 6, on page 10 of the SEOPW CRA 2018 Redevelopment Plan Update (“Plan”) lists the “improv[ing] the quality of life for residents” as a stated redevelopment goal.

Section 2, Principle 10, on page 14 of the Plan lists “Streets and buildings must be attractive” as a stated redevelopment principle.

**FUNDING:**

\$87,444.00 to be derived from the SEOPW Tax Increment Fund, entitled "Other Grants and Aids"  
Account No. 10050.920101.883000.0000.00000.

**FACT SHEET**

**Grantee name:** BAME Development Corporation of South Florida, Inc.

**Address:** 269 N.W. 8<sup>th</sup> Street, Miami, Florida (Folio #: 0101030501120)

**Funding request:** \$87,444.00.

**Scope of work:** Securing window and door openings and exterior painting.

**AGENDA ITEM  
FINANCIAL INFORMATION FORM**

**SEOPW CRA**

**CRA Board Meeting Date:**        April 27, 2023

**CRA Section:**

**Brief description of CRA Agenda Item:**

Authorizing allocation of funds to BAME Development Corporation of South Florida, Inc., in amount not to exceed \$87,444.00 for several improvements to the apartment building located at 269 NW 8<sup>th</sup> Street.

Project Number (if applicable):		
YES, there are sufficient funds in Line Item:		
Account Code: <u>10050.920101.883000.0000.00000</u> Amount: <u>\$87,444.00</u>		
NO (Complete the following source of funds information):		
Amount budgeted in the line item:		\$
Balance in the line item:		\$
Amount needed in the line item:		\$
Sufficient funds will be transferred from the following line items:		
ACTION	ACCOUNT NUMBER	TOTAL
Project No./Index/Minot Object		
From		\$
To		\$
From		\$
To		\$

Comments:



Approved by:



James McQueen, Executive Director 4/20/2023

Approval:



Miguel A. Valentin, Finance Officer 4/20/2023



## Southeast Overtown/Park West Community Redevelopment Agency

**File Type: CRA Resolution**

**Enactment Number:**

**File Number: 13886**

**Final Action Date:**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY (“SEOPW CRA”) BY A FOUR-FIFTHS (4/5THS) AFFIRMATIVE VOTE, AFTER AN ADVERTISED PUBLIC HEARING, RATIFYING, APPROVING, AND CONFIRMING THE EXECUTIVE DIRECTOR’S RECOMMENDATION AND FINDING THAT COMPETITIVE NEGOTIATION METHODS AND PROCEDURES ARE NOT PRACTICABLE OR ADVANTAGEOUS PURSUANT TO SECTIONS 18-85 OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED, AS ADOPTED BY THE SEOPW CRA; WAIVING THE REQUIREMENTS FOR COMPETITIVE SEALED BIDDING AS NOT BEING PRACTICABLE OR ADVANTAGEOUS TO THE SEOPW CRA; AUTHORIZING THE EXECUTIVE DIRECTOR TO DISPERSE FUNDS, AT HIS DISCRETION, ON A REIMBURSEMENT BASIS OR DIRECTLY TO VENDORS, UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION, SUBJECT TO THE AVAILABILITY OF FUNDING, FROM THE SEOPW TAX INCREMENT FUND, ENTITLED “OTHER GRANTS AND AIDS” ACCOUNT NO.

10050.920101.883000.0000.00000 IN AN AMOUNT NOT TO EXCEED EIGHTY-SEVEN THOUSAND FOUR HUNDRED FORTY-FOUR DOLLARS AND ZERO CENTS (\$87,444.00) (“FUNDS”) TO BAME DEVELOPMENT CORPORATION OF SOUTH FLORIDA, INC., A FLORIDA NOT FOR PROFIT CORPORATION (“BAME”) FOR REPAIRS AND IMPROVEMENTS (“PURPOSE”) TO THE PROPERTY LOCATED AT 269 N.W. 8TH STREET, MIAMI, FLORIDA 33136 (THE “PROPERTY”); FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AN AGREEMENT, INCLUDING ANY AND ALL DOCUMENTS NECESSARY, ALL IN FORMS ACCEPTABLE TO THE GENERAL COUNSEL FOR THE ALLOCATION OF THE FUNDS FOR THE PURPOSE STATED HEREIN, PROVIDING FOR THE INCORPORATION OF RECITALS AND AN EFFECTIVE DATE.

WHEREAS, the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”) is a community redevelopment agency created pursuant to Chapter 163, Florida Statutes, and is responsible for carrying out community redevelopment activities and projects within its redevelopment area in accordance with the SEOPW CRA 2018 Redevelopment Plan Update (“Plan”); and

WHEREAS, Section 2, Goal 6 lists “improving the quality of life for residents” as a stated redevelopment goal; and

WHEREAS, Section 2, Principle 10 of the Plan lists “Streets and buildings must be attractive” as a stated redevelopment principle; and

WHEREAS, BAME Development Corporation of South Florida, Inc., a Florida not for profit corporation (“BAME”) owns a property located within the redevelopment area at 269 N.W. 8<sup>th</sup> Street, Miami, Florida 33136, further identified as Folio 01-0103-050-1120 (the “Property”); and

WHEREAS, the Property is a 2-story, 10-unit apartment building built in 1969, and has been vacant for some time and often becomes a site where homeless individuals illegally enter the property, contributing to blighted conditions; and

WHEREAS, the Property is in need of several repairs which include; securing windows, door openings, exterior painting, structural and electrical improvements (“Purpose”); and

WHEREAS, the Board of Commissioners wishes to authorize funding in the amount not to exceed Eight-Seven Thousand Four Hundred Forty-Four Dollars and Zero Cents (\$87,444.00) (“Funds”) to BAME for the Purpose; and

WHEREAS, the Board of Commissioners finds that authorizing this Resolution furthers the aforementioned redevelopment goals and objectives; and

WHEREAS, based on the recommendation and findings of the Executive Director, it is in the SEOPW CRA’s best interest for the Board of Commissioners to authorize, by an affirmative four-fifths (4/5ths) vote, a waiver of competitive sealed bidding procedures pursuant to Section 18-85 of the Code of the City of Miami, Florida, as amended (“City Code”), as adopted by the SEOPW CRA, the allocation of the Funds to BAME; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated herein as if fully set forth in this Section.

Section 2. Pursuant to Section 18-85 of the City Code, as adopted by the SEOPW CRA, by a four-fifths (4/5ths) affirmative vote, after an advertised public hearing, the Executive Director’s recommendation, and written finding that competitive negotiation methods and procedures are not practicable or advantageous to the SEOPW CRA’s provision of Funds for repairs to the Property and waiving the requirements for said procedures are ratified, approved, and confirmed.

Section 3. The Executive Director is hereby authorized to disperse funds, at his discretion, on a reimbursement basis or directly to vendors, upon presentation of invoices and satisfactory documentation, subject to the availability of funding from the SEOPW Tax Increment Fund, entitled “Other Grants and Aids” Account No. 10050.920101.883000.0000.00000 to BAME for the Purpose stated herein.

Section 4. The Executive Director is authorized to negotiate and execute an agreement, including any and all necessary documents, and all-in forms acceptable to the General Counsel, for said Purpose.

Section 5. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Vincen T Brown, Staff Counsel 4/20/2023

**SOUTHEAST OVERTOWN/PARK WEST  
COMMUNITY REDEVELOPMENT AGENCY  
4/5ths RECOMMENDATION**

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**To:** Board Chair Christine King  
and Members of the SEOPW CRA Board

**Date:** April 27, 2023

**File:**

**From:** James McQueen  
Executive Director

**Subject:** 4/5<sup>ths</sup> Bid Waiver BAME Development  
Corporation of South Florida, Inc.

**References:**

**Enclosures:**

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**BACKGROUND:**

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”) by a four-fifths (4/5<sup>ths</sup>) affirmative vote, after an advertised public hearing, ratifying, approving, and confirming the executive director’s recommendation and finding that competitive negotiation methods and procedures are not practicable or advantageous pursuant to sections 18-85 and 18-86 of the code of the City of Miami, Florida, as amended, as adopted by the SEOPW CRA; waiving the requirements for competitive sealed bidding as not being practicable or advantageous to the SEOPW CRA; authorizing the allocation of grant funds to BAME Development Corporation of South Florida, Inc., is a Florida not for profit corporation (“BAME”), in an amount not to exceed Eighty-Seven Thousand Four Hundred Forty-Four Dollars and Zero Cents (\$87,444.00) (“Funds”) for securing of window, door openings, exterior painting, electrical and code improvements (“Purpose”) to the apartment building located at 269 N.W. 8<sup>th</sup> Street, Miami, Florida 33136; Folio #: 0101030501120 (the “Property”) which resides within the redevelopment area.

The Property is a 2-story, 10-unit apartment building built in 1969. The building has been vacant for some time and often becomes a site where homeless individuals illegally enter the property, contributing to blighted conditions. As a result, BAME has requested assistance from the SEOPW CRA to address the necessary work.

**RECOMMENDATION:**

In an effort to secure the building and prevent the site from contributing to blighted conditions, the Executive Director recommends a bid waiver.

**Southeast Overtown/Park West Community Redevelopment Agency**

**NOTICE OF PUBLIC HEARING**

The Board of Commissioners (“Board”) of the Southeast Overtown/ Park West Community Redevelopment Agency of the City of Miami (“SEOPW CRA”) will hold a Public Hearing on Thursday, April 27, 2023, at 10:00 a.m. or anytime thereafter in the City Commission chambers located at Miami City Hall, 3500 Pan American Drive, Miami, FL 33133. The Board will consider the award of grant funds to **BAME Development Corporation of South Florida, Inc.**, a legal entity authorized to transact business/render services in the State of Florida, to underwrite costs associated with securing of window and door openings and exterior painting to the apartment building located at 269 NW 8<sup>th</sup> Street, Miami, Florida 33136; Folio No: 0101030501120.

In accordance with the SEOPW CRA 2018 Redevelopment Plan Update (“Plan”) and Florida Statutes 163, the Board will consider grant funding, in an amount not to exceed Eighty-Seven Thousand Four Hundred Forty-Four Dollars and Zero Cents (\$87,444.00) to underwrite the expenditures and costs associated with work noted above.

Inquiries regarding this notice may be addressed to James McQueen, Executive Director, SEOPW CRA, at (305) 679-6800.

This action is being considered pursuant to Sections 18-85 (a) of the Code of the City of Miami, Florida as amended (“Code”). The recommendation and findings to be considered in this matter are set forth in the proposed resolution and in Code Sections 18-85 (a), which are deemed to be incorporated by reference herein, and are available as with the scheduled SEOPW CRA Board meeting of Thursday, April 27, 2023, at 10:00 a.m. or anytime thereafter in the City Commission chambers located at Miami City Hall, 3500 Pan American Drive, Miami, FL 33133.

All comments and questions with respect to the meeting and remote public participation should be addressed to James McQueen, Executive Director, at 819 N.W. 2<sup>nd</sup> Avenue, 3rd Floor, Miami Florida 33136 (305) 679-6800. Should any person desire to appeal any decision of the Board with respect to any matter considered at this meeting, that person shall ensure that a verbatim record of the proceedings is made, including all testimony and evidence upon which any appeal may be based (F.S. 286.0105).

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in this proceeding may contact the Office of the City Clerk at (305) 250-5361 (Voice) no later than five (5) business days prior to the proceeding. TTY users may call via 711 (Florida Relay Service) no later than five (5) business days prior to the proceeding.



Todd B, Hannon  
Clerk of the Board  
Ad No.40284

# BAME DEVELOPMENT CORPORATION of South FL

245 N. W. 8<sup>th</sup> Street Miami, Florida 33136

Rev. Dr. Mark Crutcher, M.DIV  
President

Mailing Address  
P.O. Box 21086  
Miami, Florida 33101

305-379-8250 Of  
305-379-2603Fax

March 17, 2023

Greeting Bro. Brian Zeltsman and the CRA Board

We are sending this communication as a request for funds for BAME Development Corp of South FL. We are asking for funds from your organization to make needed repairs and upgrades to meet the 40 Year Certification process and some Code Enforcement requirements of the City of Miami.

We are humbly requesting \$87,444.00 to take care of the 40 Year certification process and some Code Enforcement concerns for the ministry. We are submitting proposals from different contractors that give the scope of work that is to be completed.

If you have any questions concerning or request, please contact us at 305-371-9102. You can also reach me by phone at 850-426-3377 or email at [Greaterbethelmiami245@gmail.com](mailto:Greaterbethelmiami245@gmail.com).

The following is the Scope of Work involved in the renovations that is needed for the 40 Year Certification and to be in adherence to code regulations.

1. The BAME Apartment Building
  - a. Exterior Cleaning and Painting
  - b. Securing windows from water extrusion
  - c. Seal up building so homeless people cannot get in the building

Sincerely,

*ME Crutcher*

Dr. Mark E. Crutcher, Pastor

BRINGING  
DESIGNS  
TO LIFE

# PROPOSAL



GENERAL CONTRACTING SERVICES  
269 APARTMENTS RENOVATIONS

Greater Bethel Church  
Miami, Florida

March 15, 2023



Attachment: File # 13886 - Backup (13886 : 4/5ths Bid Waiver BAME Development Corporation of South Florida, Inc.)



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DESIGNS  
TO LIFE



Dr. Mark Crutcher, Pastor  
Greater Bethel Church  
245 N.W. 8 Street  
Miami, Florida 33136

RE: 269 Apartments Renovations  
SUBJECT: Project Proposal

Rev. Dr. Crutcher:

Asset Builders, d/b/a Messam Construction, looks forward to making the improvements to the 269 Apartments renovations for Greater Bethel Church.

As per your request, please see attached your proposal for this specific location: 269 NW 8<sup>th</sup> St, Miami.

We are available to begin at your earliest convenience.

Respectfully,

Wayne M. Messam, CGC, LEED AP, BD+C  
Managing Partner & General Contractor

18300 NW 62<sup>nd</sup> Ave, Suite 320, Miami, FL 33015 | Tel: 877.963.7726 | Fax: 877.802.0674

[www.messamconstruction.com](http://www.messamconstruction.com)



## 269 Apartments

269 N.W. 8 Street Miami



### KEY SCOPES:

Exterior Painting • Protective Coatings – Sealing Entrances

PROJECT: 269 Apartment - Exterior Painting and Seal, Boarding up Entrances LOCATION: 269 N.W. 8 Street Miami, Florida 33136 Services

### DIVISION 9: PAINTING AND PROTECTIVE COATINGS

Description of Work: We have been requested to provide a Proposal for the Exterior Painting Services at the 269 Apartments, located in Miami, Fl. - Services include preparations, pressure cleaning, caulking at all windows and doors, application of protective base primer, and application of topcoat finish.

- All work to be coordinated with the client - All products and colors as per approval  
 SCOPE OF WORK -MOBILIZATION OF EQUIPMENT AND PERSONNEL -PREPARE SURFACE TO BE SERVICED -CLEAN/PRESSURE CLEAN ALL SURFACES TO BE SERVICED -REPAIR ANY MINOR HAIRLINE CRACKS AND SCRATCHES -APPLY CAULKING AROUND ALL WINDOWS AND DOORS AS NEEDED -APPLICATION OF PROTECTIVE BASE PRIMER -APPLICATION OF SW TOP COAT FINISH - CLEAN UP OF ALL RELATED DEBRIS INCLUDED: All building perimeter, all stucco walls, accents, eyebrows, parapet, and all as specified.

**NOT INCLUDED:** Metals, floors, special signs, or anything not mentioned above or specified.

18300 NW 62<sup>nd</sup> Ave, Suite 320, Miami, FL 33015 | Tel: 877.963.7726 | Fax: 877.802.0674

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ACTIVITY QTY RATE AMOUNT -PRICES INCLUDE ALL FURNISHED LABOR, MATERIAL, SUPPLIES, INSURANCE COVERAGE OF UP TO 4 MILLION AND LIABILITY, WORKERS COMPENSATION, OVERHEAD AND LABOR WARRANTY GUARANTEE UNDER MANUFACTURER'S WARRANTY. PRICE, LABOR, AND SCOPE OF WORK BASED ON SPECIFICATIONS PRESENTED. IF YOU REQUIRE TO BE ADDITIONAL INSURED, PLEASE CALCULATE AN ADDITIONAL \$200.00

Anticipated Schedule: TBD -This time period is determined by the client's schedule, executed as of the time of "Notice to Proceed", and will be required to be altered only in cases where scheduling is affected for causes beyond our control, such as weather, government intervention, injury, or acts of God.

WE ARE A SMALL BUSINESS ENTERPRISE CERTIFIED BY MIAMI DADE COUNTY, SBBC AND MDCPS SCHOOL BOARD FOR THE FOLLOWING: MICRO/SBE, MBE, M/WBE, CSBE LEVEL 1, INDUSTRIAL WASTE, AND LDB CERTIFIED. WE ARE A LEAD SAFE CERTIFIED FIRM WITH AN OSHA TRAINED AND CERTIFIED STAFF. ALL CERTIFICATIONS AVAILABLE UPON REQUEST.

Customer agrees to pay all costs and expenses incurred collecting any amounts due under this agreement, including reasonable attorney's fees and all incurred costs and associated expenses. A charge of \$25.00 will be added to all checks returned for insufficient funds. Any balance due under this agreement and/or Invoice will incur interest at the rate of 1.5% per month.



Attachment: File # 13886 - Backup (13886 : 4/5ths Bid Waiver BAME Development Corporation of South Florida, Inc.)

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## PROPOSAL

12% of Bid Price includes funds for 40-year recertification report, Permitting expenses, Insurance Bonds, Asbestos survey and mitigation if needed, and Boundary Survey.

Exclusions:

Pressure Cleaning Entire Wall and Apply Waterproofing (By contracting)

NOT INCLUDED:

Metals

railings floors

special signs or anything not mentioned above or specified.

No removal contaminated/Deleterious materials

Surveying as-builts/Layout

No additional boring or surveying

Testing

Permit Fees

Soil not tested

**Note:**

Any Additional insurances

**Our Lump Sum Bid Price is as follows: \$87,444.00**

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GRANT AGREEMENT

A GRANT AGREEMENT (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_ 2023 (“Effective Date”) by and between the SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY, a public agency and body corporate created pursuant to Section 163.356, Florida Statutes (“SEOPW CRA”), and BAME DEVELOPMENT CORPORATION OF SOUTH FLORIDA, INC. (“BAME”), a Florida non-profit corporation (“Grantee”).

RECITALS

A. WHEREAS, the SEOPW CRA is responsible for carrying out community redevelopment activities and projects within its Redevelopment Area in accordance with the 2018 Southeast Overtown/Park West Community Redevelopment Plan, as amended and restated (the “Updated Plan”); and

B. WHEREAS, Section 2, Goal lists the “improv[ing] the quality of life for residents” as a stated redevelopment goal; and

C. WHEREAS, Section 2, Principle 10 of the Plan lists “Streets and buildings must be attractive” as a stated redevelopment principle; and

D. WHEREAS, BAME Development Corporation of South Florida, Inc. owns the apartment building located at 269 NW 8th Street, Miami, Florida 33136; Folio #: 0101030501120 (the “Property”); and

E. WHEREAS, the Property is in need of securing of window and door openings and exterior painting; and

F. WHEREAS, the Board of Commissioners, by Resolution No. CRA-R-22-\_\_\_\_\_, attached hereto as **Exhibit “A”**, authorized the issuance of a grant, in an amount not to exceed Eighty-Seven Thousand Four Hundred Forty-Four Dollars and No Cents (\$87,444.00), to the Grantee to underwrite costs associated with the Project; and

G. WHEREAS, the parties wish to enter into this Agreement to set forth the terms and conditions relating to the use of this grant;

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the SEOPW CRA and Grantee agree as follows:

1. RECITALS. The Recitals to this Agreement are true and correct, and are incorporated herein by referenced and made a part hereof.

2. GRANT. Subject to the terms and conditions set forth herein and Grantee’s compliance with all of its obligations hereunder, the SEOPW CRA hereby agrees to make available to the Grantee the Grant to be used for the purpose and disbursed in the manner hereinafter provided.

3. USE OF GRANT. The Grant shall be used to underwrite construction costs associated with the Project more particularly described in the Scope of Work for the Project and the Project Budget attached hereto as **Exhibit “B”** and **Exhibit “C”** respectively (collectively, the “Scope of Work and Project Budget”), and incorporated herein, which have been approved by the SEOPW CRA and the Grantee.

4. TERM. The term of this Agreement shall commence on the Effective Date written above and shall terminate upon the earlier of one (1) year, full disbursement of Eighty-Seven Thousand Four Hundred Forty-Four Dollars and No Cents (\$87,444.00), or earlier as provided for herein; provided, however, that the following rights of the SEOPW CRA shall survive the expiration or early termination of this Agreement: to audit or inspect; to require reversion of assets; to enforce representations, warranties, and certifications; to exercise entitlement to remedies, limitation of liability, indemnification, and recovery of fees and costs.

5. DISBURSEMENT OF GRANT.

a. GENERALLY. Subject to the terms and conditions contained in this Agreement, the SEOPW CRA shall make available to Grantee up to Eighty-Seven Thousand Four Hundred Forty-Four Dollars and No Cents (\$87,444.00). In no event shall payments to Grantee, under this Agreement, exceed Eighty-Seven Thousand Four Hundred Forty-Four Dollars and No Cents (\$87,444.00). Payments shall be made to Grantee on a reimbursement basis or directly to vendors on behalf of Grantee, only after the SEOPW CRA has received and approved requests for disbursement in accordance with the SEOPW CRA and Grantee approved Scope of Work and Project Budget.

b. PRE-APPROVAL OF EXPENSES. Grantee agrees to submit to the SEOPW CRA all requests for the expenditure of Grant funds for pre-approval by the SEOPW CRA. Failure to submit said requests prior to incurring expenses may result in the Grantee bearing the costs incurred. The SEOPW CRA shall review said requests to ensure that the expense sought to be incurred by the Grantee is an expense within the Scope of Work and Project, and the SEOPW CRA reserves the right to deny any and all requests it deems to be outside of the Scope of Work and Project Budget.

c. REQUESTS FOR DISBURSEMENT OF GRANT. All requests for the disbursement of Grant funds by the Grantee shall be certified by the Grantee's authorized representative. All requests for disbursement of Grant funds must be in writing and must be accompanied by supporting documents reflecting the use of Grant funds and/or expenditures incurred, and that said request is being made in accordance with the Project Budget and for expenditures incurred during the Term of this Agreement, as reflected in **Exhibit "C"**. For purposes of this Agreement, "supporting documentation" may include invoices, receipts, photographs, and any other materials evidencing the expense incurred. The Grantee agrees that all invoices or receipts reflecting the expenses incurred in connection to the Project shall be in the name of the Grantee, and not in the name of the SEOPW CRA in light of the Grantee's inability to bind the SEOPW CRA to any legal and/or monetary obligation whatsoever. The SEOPW CRA retains the right to request additional supporting documentation, or additional explanation for any and all expenses incurred by the Grantee. Grantee's failure to provide additional supporting documentation or additional explanation regarding expenses incurred shall serve as grounds for immediate termination of this Agreement, and the Grantee shall bear the costs associated with any expenditures not approved by the SEOPW CRA prior to the date of termination. The Grantee understands and acknowledges that the SEOPW CRA shall not disburse Grant funds for any expense that has not been previously approved by the SEOPW CRA in accordance with Section 5(b) above, and that such expenses shall be borne solely by the Grantee.

d. CASH TRANSACTIONS PROHIBITED. The parties agree that no payment will be made to the Grantee as reimbursement for any Project-specific expenditure paid in cash. Grantee acknowledges that a cash transaction is insufficient per se to comply with record-keeping requirements under this Agreement.

e. NO ADVANCE PAYMENTS. The SEOPW CRA shall not make advance payments to the Grantee or Grantee's vendors for services not performed or for goods, materials, or equipment which have not been delivered to the Grantee for use in connection with the Project.

f. RETAINAGE. The SEOPW CRA shall retain ten (10) percent of all invoice amounts and

shall release the same to Grantee or its General Contractor upon Project completion, specifically upon issuance of a Certificate of Occupancy from the City of Miami's Building Department for such portion of the Project.

6. JOB CREATION DURING CONSTRUCTION.

a. SUBCONTRACTOR PARTICIPATION. Grantee shall cause its general contractor to hire not less than twenty percent (20%) of the subcontractors for the Project giving first priority to companies certified as SBE-Construction Services firms by Miami-Dade County pursuant to 10-33.02 of the County Code of Ordinances ("SBE"), whose principal place of business is in the Redevelopment Area, as more particularly described in the Plan, second priority to subcontractors whose principal place of business is in the Redevelopment Area, third priority to SBE firms whose principal place of business is located within the boundaries of the Overtown community which encompasses part of zip code 33136 ("Overtown Community"), fourth priority to subcontractors whose principal place of business is located within the boundaries of the Overtown Community, fifth priority to SBE firms whose principal place of business is located within the City of Miami, and sixth to subcontractors whose principal place of business is located within the City of Miami.

b. LABORER PARTICIPATION. Grantee agrees to cause its general contractor and all subcontractors to hire forty percent (40%) of the labor for the construction of the Project from workers residing in the City of Miami giving first priority to workers residing in the Redevelopment Area, which encompasses part of zip code 33136 and second priority to workers residing in the Overtown Community.

c. REPORT REQUIREMENTS. The Grantee shall be required to submit to the Executive Director monthly reports detailing evidence of compliance with the subcontractor participation requirement and the laborer participation requirement ("Participation Report"). The Participation Report shall contain such information as the Executive Director may reasonably require for the Executive Director to determine whether the Grantee is in compliance with the subcontractor participation requirement and the laborer participation requirement.

d. DISPUTES. In the event of any disputes between the Executive Director and Grantee as to whether any subcontractor has its principal place of business in the City of Miami or whether a laborer resides in the City of Miami, and whether the Grantee has complied with the priority requirements, the Executive Director and Grantee shall proceed in good faith to resolve the dispute. In the event the dispute is not resolved within ten (10) days, either party may submit the dispute to the SEOPW CRA Board of Commissioners for resolution. The decision of the SEOPW CRA Board of Commissioners shall be binding on the parties.

7. COMPLIANCE WITH POLICIES AND PROCEDURES. The Grantee understands that the use of the Grant is subject to specific reporting, record keeping, administrative, and contracting guidelines and other requirements affecting the SEOPW CRA's activities in issuing the Grant. SEOPW CRA agrees to provide notice of said guidelines and other requirements to Grantee in advance of requiring compliance with same. Without limiting the generality of the foregoing, the Grantee represents and warrants that it will comply, and the Grant will be used in accordance with all applicable federal, state, and local codes, laws, rules, and regulations.

8. REMEDIES FOR NON-COMPLIANCE. If Grantee fails to perform any of its obligations or covenants hereunder, or materially breaches any of the terms contained in this Agreement, the SEOPW CRA shall have the right to take one or more of the following actions:

- a. Withhold cash payments, pending correction of the deficiency by Grantee;
- b. Recover payments made to Grantee;
- c. Disallow (that is, deny the use of the Grant for) all or part of the cost for the activity or action not in compliance;
- d. Withhold further awards for the Project; or
- e. Take such other remedies that may be legally permitted.

9. RECORDS AND REPORTS/AUDITS AND EVALUATION.

a. PUBLIC RECORDS; MAINTENANCE OF RECORDS. This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. The parties understand the broad nature of these laws and agree to comply with Florida's Public Records Laws, and laws relating to records retention. Moreover, in furtherance of the SEOPW CRA's audit rights in Section 9(c) below, the Grantee acknowledges and accepts the SEOPW CRA's right to access the Grantee's records, legal representatives' and contractors' records, and the obligation of the Grantees to retain and to make those records available upon request, and in accordance with all applicable laws. The Grantee shall keep and maintain records to show its compliance with this Agreement. In addition, the Grantee's contractors and subcontractors must make available, upon the SEOPW CRA's request, any books, documents, papers, and records which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. The Grantee, its contractors and subcontractors shall retain records related to this Agreement or the Project for a period of five (5) years after the expiration, early termination, or cancellation of this Agreement.

b. REPORTS. The Grantee shall deliver to the SEOPW CRA reports relating to the use of the Grant as requested by the SEOPW CRA, from time to time and as detailed herein. Failure to provide said reports shall result in Grant funds being withheld until the Grantee has complied with this provision. Thereafter, continued failure by the Grantee in providing such reports shall be considered a default under this Agreement.

c. AUDIT RIGHTS. The SEOPW CRA shall have the right to conduct audits of the Grantee's records pertaining to the Grant and to visit the Project, in order to conduct its monitoring and evaluation activities. The Grantee agrees to cooperate with the SEOPW CRA in the performance of these activities. Such audits shall take place at a mutually agreeable date and time.

d. FAILURE TO COMPLY. The Grantee's failure to comply with these requirements or the receipt or discovery (by monitoring or evaluation) by the SEOPW CRA of any inconsistent, incomplete, or inadequate information shall be grounds for the immediate termination of this Agreement by the SEOPW CRA.

10. REPRESENTATIONS; WARRANTIES; CERTIFICATIONS. The Grantee represents, warrants, and certifies the following:

a. INVOICES. Invoices for all expenditures paid for by Grant shall be submitted to the SEOPW CRA for review and approval in accordance with the terms set forth in this Agreement. The Grantee, through its authorized representative, shall certify that work reflected in said invoices has, in fact, been performed in accordance with the Scope of Work and Project Budget set forth in **Exhibits "B" and "C"**.

b. EXPENDITURES. Funds disbursed under the Grant shall be used solely for the Project in accordance with the Scope of Work and Project Budget set forth in **Exhibits "B" and "C"**. All expenditures of the Grant will be made in accordance with the provisions of this Agreement.

c. SEPARATE ACCOUNTS. The Grant shall not be co-mingled with any other funds, and separate accounts and accounting records will be maintained.

d. POLITICAL ACTIVITIES. No expenditure of Grant funds shall be used for political activities.

e. LIABILITY GENERALLY. The Grantee shall be liable to the SEOPW CRA for the amount of the Grant expended in a manner inconsistent with this Agreement.



f. AUTHORITY. This Agreement has been duly authorized by all necessary actions on the part of, and has been, or will be, duly executed and delivered by the Grantee, and neither the execution and delivery hereof, nor compliance with the terms and provisions hereof: (i) requires the approval and consent of any other party, except such as have been duly obtained or as are specifically noted herein; (ii) contravenes any existing law, judgment, governmental rule, regulation, or order applicable to or binding on any indenture, mortgage, deed of trust, bank loan, or credit agreement, applicable ordinances, resolutions, or on the date of this Agreement, any other agreement or instrument to which the Grantee is a party; or (iii) contravenes or results in any breach of, or default under any other agreement to which the Grantee is a party, or results in the creation of any lien or encumbrances upon any property of the Grantee.

11. NON-DISCRIMINATION. The Grantee, for itself and on behalf of its contractors and sub-contractors, agrees that it shall not discriminate on the basis of race, sex, color, religion, national origin, age, disability, or any other protected class prescribed by law in connection with its performance under this Agreement. Furthermore, the Grantee represents that no otherwise qualified individual shall, solely, by reason of his/her race, sex, color, religion, national origin, age, disability, or any other member of a protected class be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving financial assistance pursuant to this Agreement.

12. CONFLICT OF INTEREST. The Grantee is familiar with the following provisions regarding conflict of interest in the performance of this Agreement by the Grantee. The Grantee covenants, represents, and warrants that it will comply with all such conflict-of-interest provisions:

- a. Code of the City of Miami, Florida, Chapter 2, Article V.
- b. Miami-Dade County Code, Section 2-11.1.

13. CONTINGENCY. Funding for this Agreement is contingent on the availability of funds and continued authorization for Project activities and is subject to amendment or termination due to lack of funds or authorization, reduction of funds, or change in regulations. The SEOPW CRA shall not be liable to the Grantee for amendment or termination of this Agreement pursuant to this Section.

14. MARKETING.

a. PUBLICATION. In the event the Grantee wishes to engage in any marketing efforts, the Grantee shall, if approved by the SEOPW CRA in accordance with Section 14(b) below, produce, publish, advertise, disclose, or exhibit the SEOPW CRA's name and/or logo, in acknowledgement of the SEOPW CRA's contribution to the Project, in all forms of media and communications created by the Grantee for the purpose of publication, promotion, illustration, advertising, trade, or any other lawful purpose, including but not limited to stationary, newspapers, periodicals, billboards, posters, email, direct mail, flyers, telephone, public events, and television, radio, or internet advertisements, or interviews.

b. APPROVAL. The SEOPW CRA shall have the right to approve the form and placement of all acknowledgements described in Section 14(a) above, which approval shall not be unreasonably withheld.

c. LIMITED USE. The Grantee further agrees that the SEOPW CRA's name and logo may not be otherwise used, copied, reproduced, altered in any manner, or sold to others for purposes other than those specified in this Agreement. Nothing in this Agreement, or in the Grantee's use of the SEOPW CRA's name and logo, confers or may be construed as conferring upon the Grantee any right, title, or interest whatsoever in the SEOPW CRA's name and logo beyond the right granted in this Agreement.

d. SEOPW CRA CONSTRUCTION SIGN. The Grantee shall display, and cause to be displayed, at the Property, in a prominent, most visible area to the public, a sign displaying the SEOPW CRA logo, and the SEOPW CRA's monetary contribution to the Project ("Construction Signage"). The Grantee shall display,

and cause to be displayed, the Construction Signage until the Project is complete. The Construction Signage shall be paid for by the Grantee and the Construction Sign specifications will be provided by the SEOPW CRA. The SEOPW CRA shall approve the location of the Construction Sign prior to its installation.

15. DEFAULT. If the Grantee fails to comply with any term or condition of this Agreement or fails to perform any of the Grantee's obligations hereunder, and the Grantee does not cure such failure within thirty (30) days following receipt of written notice from the SEOPW CRA that such failure has occurred, then the Grantee shall be in default. Upon the occurrence of such default hereunder the SEOPW CRA, in addition to all remedies available to it by law, may immediately, upon written notice to the Grantee, terminate this Agreement whereupon all payments, advances, or other compensation paid by the SEOPW CRA directly to the Grantee and utilized by the Grantee in violation of this Agreement shall be immediately returned to the SEOPW CRA. The Grantee understands and agrees that termination of this Agreement under this section shall not release the Grantee from any obligation accruing prior to the effective date of termination.

16. NO LIABILITY. In consideration for the Grant, the Grantee hereby waives, releases, and discharges the SEOPW CRA, the City of Miami, its officers, employees, agents, representatives, or attorneys, whether disclosed or undisclosed, any and all liability for any injury or damage of any kind which may hereafter accrue to the Grantee, its officers, directors, members, employees, agents, representatives, with respect to any of the provisions of this Agreement or performance under this Agreement. Any liability of the SEOPW CRA under this Agreement shall be subject to the limitations imposed by Section 768.28, Florida Statutes.

17. INDEMNIFICATION OF THE SEOPW CRA. The Grantee agrees to indemnify, defend, protect, and hold harmless the SEOPW CRA and the City of Miami from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "liabilities") for reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from or in connection with: (i) the performance or non-performance of the services, supplies, materials, and equipment contemplated by this Agreement or the Project, whether directly or indirectly caused, in whole or in part, by any act, omission, default, professional errors or omissions, or negligence (whether active or passive) of the Grantee or its employees, agents, or subcontractors (collectively referred to as "Grantee"), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent, or contributing) by any act, omission, default, breach, or negligence (whether active or passive) of the SEOPW CRA, unless such injuries or damages are ultimately proven to be the result of grossly negligent or willful acts or omissions on the part of the SEOPW CRA; or (ii) the failures of the Grantee to comply with any of the paragraphs provisions herein; or (iii) the failure of the Grantee, to conform to statutes, ordinances, or other regulations, or requirements of any governmental authority, federal, state, county, or city in connection with the granting or performance of this Agreement, or any Amendment to this Agreement. Grantee expressly agrees to indemnify, defend and hold harmless the SEOPW CRA, from and against all liabilities which may be asserted by an employee or former employee of Grantee, any of subcontractors, or participants in the Program, as provided above, for which the Grantee's liability to such employee, former employee, subcontractor, or participant would otherwise be limited to payments under state Worker's Compensation or similar laws. The Indemnification shall survive the cancellation or expiration of the Agreement. Grantee shall require all subcontractors to comply with the provisions of this section.

18. INSURANCE. The Grantee shall, at all times during the term hereof, maintain such insurance coverage as provided in **Exhibit "D"**, attached hereto and incorporated herein. All such insurance, including renewals, shall be subject to the approval of the SEOPW CRA, or the City of Miami (which approval shall not be unreasonably withheld) for adequacy of protection and evidence of such coverage shall be furnished to the SEOPW CRA on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled, or materially changed during the performance of the Project under this Agreement without thirty (30) calendar days prior written notice (or in accordance to policy provisions) to the SEOPW CRA. Completed Certificates of Insurance shall be filed with the SEOPW CRA, to the extent practicable, prior to the performance of Services hereunder, provided, however, that Grantee shall at any time upon request by SEOPW CRA file

duplicate copies of the policies of such insurance with the SEOPW CRA. Grantee shall require all contractors and subcontractors to comply with the requirements set forth in Exhibit D and further list the City and SEOPW CRA as additional insured on all corresponding liability policies.

If, in the reasonable judgment of SEOPW CRA, prevailing conditions warrant the provision by Grantee of additional liability insurance coverage or coverage which is different in kind, SEOPW CRA reserves the right to require the provision by Grantee of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should Grantee fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following SEOPW CRA's written notice, this Agreement shall be considered terminated on the date the required change in policy coverage would otherwise take effect. Upon such termination, SEOPW CRA shall pay Grantee expenses incurred for the Project prior to the date of termination but shall not be liable to Grantee for any additional compensation, or for any consequential or incidental damages.

19. DISPUTES. In the event of a dispute between the Executive Director of the SEOPW CRA and the Grantee as to the terms and conditions of this Agreement, the Executive Director of the SEOPW CRA and the Grantee shall proceed in good faith to resolve the dispute. If the parties are not able to resolve the dispute within thirty (30) days of written notice to the other, the dispute shall be submitted to the SEOPW CRA's Board of Commissioners for resolution within ninety (90) days of the expiration of such thirty (30) day period or such longer period as may be agreed to by the parties to this Agreement. The Board's decision shall be deemed final and binding on the parties.

20. INTERPRETATION.

a. CAPTIONS. The captions in this Agreement are for convenience only and are not a part of this Agreement and do not in any way define, limit, describe, or amplify the terms and provisions of this Agreement or the scope or intent thereof.

b. ENTIRE AGREEMENT. This instrument constitutes the sole and only agreement of the parties hereto relating to the Grant, and correctly set forth the rights, duties, and obligations of the parties. There are no collateral or oral agreements or understandings between the SEOPW CRA and the Grantee relating to the Agreement. Any promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement shall not be modified in any manner except by an instrument in writing executed by the parties. The masculine (or neuter) pronoun and the singular number shall include the masculine, feminine and neuter genders and the singular and plural number. The word "including" followed by any specific item(s) is deemed to refer to examples rather than to be words of limitation.

c. CONTRACTUAL INTERPRETATION. Should the provisions of this Agreement require judicial or arbitral interpretation, it is agreed that the judicial or arbitral body interpreting or construing the same shall not apply the assumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party which itself or through its agents prepared same, it being agreed that the agents of both parties have equally participated in the preparation of this Agreement.

d. COVENANTS. Each covenant, agreement, obligation, term, condition, or other provision herein contained shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making the same, not dependent on any other provision of this Agreement unless otherwise expressly provided. All of the terms and conditions set forth in this Agreement shall apply throughout the term of this Agreement unless otherwise expressly set forth herein.

e. CONFLICTING TERMS. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms of this Agreement shall govern.

f. WAIVER. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

g. SEVERABILITY. Should any provision contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, then such provision shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, that same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

h. THIRD-PARTY BENEFICIARIES. No provision of this Agreement shall, in any way, inure to the benefit of any third party so as to make such third party a beneficiary of this Agreement, or of any one or more of the terms hereof or otherwise give rise to any cause of action in any party not a party hereto.

21. AMENDMENTS. No amendment to this Agreement shall be binding on either party, unless in writing and signed by both parties.

22. DOCUMENT OWNERSHIP. Upon request by the SEOPW CRA, all documents developed by the Grantee shall be delivered to the SEOPW CRA upon completion of this Agreement, and may be used by the SEOPW CRA, without restriction or limitation. The Grantee agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of the Public Records Law, Chapter 119, Florida Statutes. It is further understood by and between the parties that any document which is given by the SEOPW CRA to the Grantee pursuant to this Agreement shall at all times remain the property of the SEOPW CRA and shall not be used by the Grantee for any other purpose whatsoever, without the written consent of the SEOPW CRA.

23. AWARD OF AGREEMENT. The Grantee warrants that it has not employed or retained any person employed by the SEOPW CRA to solicit or secure this Agreement, and that it has not offered to pay, paid, or agreed to pay any person employed by the SEOPW CRA any fee, commission percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of the Grant.

24. NON-DELEGABILITY. The obligations of the Grantee under this Agreement shall not be delegated or assigned to any other party without the SEOPW CRA's prior written consent which may be withheld by the SEOPW CRA, in its sole discretion.

25. CONSTRUCTION. This Agreement shall be construed and enforced in accordance with Florida law.

26. TERMINATION. The SEOPW CRA reserves the right to terminate this Agreement, at any time for any reason upon giving five (5) days written notice of termination to Grantee. If this Agreement should be terminated by the SEOPW CRA, the SEOPW CRA will be relieved of all obligations under this Agreement. In no way shall the SEOPW CRA be subjected to any liability or exposure for the termination of this Agreement under this Section.

27. NOTICE. All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail, addressed to the party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served, or, if by mail, on the fifth day after being posted, or the date of actual receipt or refusal of delivery, whichever is earlier.

To SEOPW CRA: James McQueen, Executive Director  
 Southeast Overtown/Park West Community Redevelopment Agency  
 819 N.W. 2<sup>nd</sup> Avenue, 3<sup>rd</sup> Floor.  
 Miami, FL 33136  
 Email: JMcQueen@miamigov.com

With copy to: Vincent T. Brown, Esq., Staff Counsel  
 Email: [VTBrown@miamigov.com](mailto:VTBrown@miamigov.com)

With copy to: Brian Zeltsman, Director of Architecture & Development  
 Email: [BZeltsman@miamigov.com](mailto:BZeltsman@miamigov.com)

To Grantee: Reverend Mark E. Crutcher, Chairman  
 BAME Development Corporation of South Florida, Inc.  
 245 N.W. 8<sup>th</sup> Street  
 Miami, FL 33136

28. INDEPENDENT CONTRACTOR. The Grantee, its contractors, subcontractors, employees, agents, and participants in the Project shall be deemed to be independent contractors, and not agents or employees of the SEOPW CRA, and shall not attain any rights or benefits under the civil service or retirement/pension programs of the SEOPW CRA, or any rights generally afforded its employees; further, they shall not be deemed entitled to Florida Workers' Compensation benefits as employees of the SEOPW CRA.

29. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, and their respective heirs, executors, legal representatives, successors, and assigns.

30. MISCELLANEOUS.

a. In the event of any litigation between the parties under this Agreement, the parties shall bear their own attorneys' fees and costs at trial and appellate levels.

b. Time shall be of the essence for each and every provision of this Agreement.

c. All exhibits attached to this Agreement are incorporated in and made a part of this Agreement.

IN WITNESS WHEREOF, in consideration of the mutual entry into this Agreement, for other good and valuable consideration, and intending to be legally bound, the SEOPW CRA and the Grantee have executed this Agreement.

SOUTHEAST OVERTOWN/PARK WEST  
COMMUNITY REDEVELOPMENT AGENCY, of the  
City of Miami, a public agency and body corporate  
created pursuant to Section 163.356, Florida Statutes

ATTEST:

By: \_\_\_\_\_  
Todd B. Hannon  
Clerk of the Board

By: \_\_\_\_\_  
James McQueen  
Executive Director

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED AS TO INSURANCE  
REQUIREMENTS:

By: \_\_\_\_\_  
Vincent T. Brown, Esq.  
Staff Counsel

By: \_\_\_\_\_  
Ann-Marie Sharpe  
Director of Risk Management

WITNESSES:

BAME DEVELOPMENT CORPORATION OF  
SOUTH FLORIDA, INC., a Florida non-profit  
Corporation (“Grantee”):

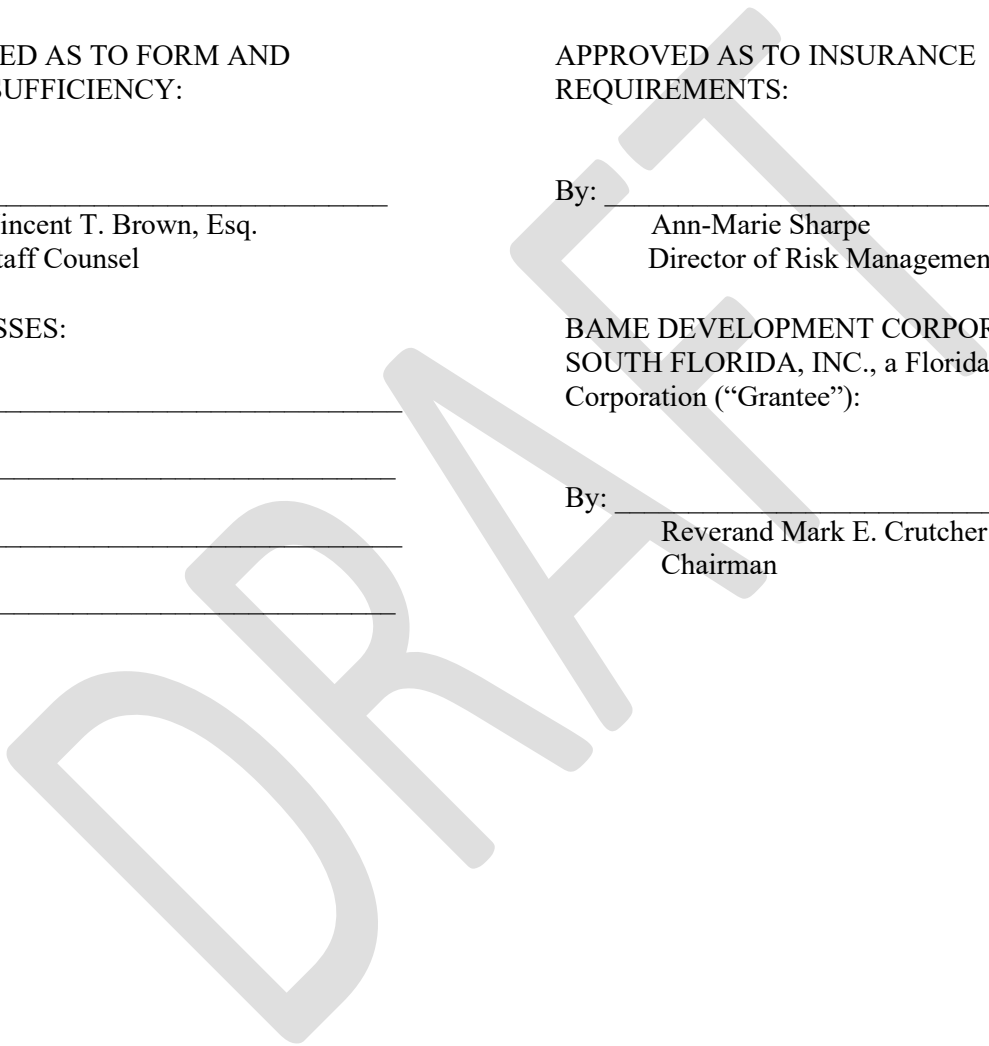
By: \_\_\_\_\_

By: \_\_\_\_\_  
Reverand Mark E. Crutcher  
Chairman

Print: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_



Attachment: File # 13886 - Backup (13886 : 4/5ths Bid Waiver BAME Development Corporation of South Florida, Inc.)

This instrument was prepared by:  
 Vincent T. Brown, Esq.  
 SEOPW CRA, Staff Counsel  
 819 N.W. 2<sup>nd</sup> Avenue, 3<sup>rd</sup> Floor  
 Miami, FL 33136

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**Reserved for Recording**

<p><b>DECLARATION OF RESTRICTIVE COVENANTS</b></p> <p><b>RUNNING WITH THE LAND</b></p>
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This Declaration of Restrictive Covenant (“Covenant”) made as of the \_\_\_ day of \_\_\_\_\_, 2023 by BAME Development Corporation of South Florida, Inc. (“Owner”), is in favor of the SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY, of the City of Miami, a public agency and body corporate, created pursuant to Section 163.356, Florida Statutes (“SEOPW CRA”).

WHEREAS, the Owner is the legal owner of the fee simple interest in and to that certain property located at 269 N.W. 8<sup>th</sup> Street, Miami, Florida 33136, in fee simple, as reflected in the Deed recorded in Official Records Book 20013, at Page 0640, of the Public Records of Miami-Dade County, Florida, and as more particularly described on Exhibit “A,” (“Property”) and attached hereto and incorporated herein; and

WHEREAS, the condition of the Property poses significant risk of health and safety to its occupants, and in turn, extensive rehabilitation is needed, as evidenced by structural cracks, unsecured railings, deteriorating plumbing, rotting wood, and outdated electrical wiring; and

WHEREAS, rehabilitation of the Property requires work to be performed in Common Elements, Limited Common Elements, and within individual residential units, as defined in the Declaration of Condominium establishing BAME Development Corporation of South Florida, Inc., recorded in Official Records Book 200013, at Page 0640, of the Public Records of Miami-Dade County, Florida (hereinafter referred to as the “Declaration”); and

WHEREAS, the CRA has committed funding for renovation and rehabilitation of the Property (“Project”); and

WHEREAS, on \_\_\_\_\_, the SEOPW CRA and the BAME Development Corporation of South Florida, Inc. entered into a Grant Agreement, which provided for the terms and conditions of renovation and rehabilitation of the property (“Grant Agreement”); and

WHEREAS, in exchange for the work to be performed on the Property, the Owner executed a Joinder to the Grant Agreement, dated \_\_\_\_\_, which provided permissions for access and construction of certain improvements on the Property; and

WHEREAS, as a condition of the Joinder, the Owner is required to execute and record this covenant in favor of the SEOPW CRA;

*Restrictive Covenant – BAME Development Corporation of South Florida, Inc.*

NOW THEREFORE, the Owner voluntarily covenants and agrees that the Property shall be subject to the following restrictions that are intended and shall be deemed to be covenants running with the land and binding upon the Owner of the Property, its successors in interest and assigns, as follows:

1. Recitals: The recitals and findings set forth in the preamble of this Covenant are hereby adopted by reference thereto and incorporated herein as if fully set forth in this Section.
2. Covenant: The Owner of the Property hereby agrees and declares to limit the sale or lease of the Property to purchasers or lessors with a household income of no more than 120% of the area medium income for Miami-Dade County. Any and all purchase and sale agreements, or lease agreements executed in connection with the Property shall reflect this Covenant.
3. Term: This voluntary Covenant shall remain in full force and effect and shall be binding upon Owner, its successors in interest and assigns for a period of ten (10) years from the date of completion of the Project.
4. Notice: The Owner hereby agrees to provide thirty (30) days written notice of a sale, refinancing, foreclosure or transfer in lieu of foreclosure of the Property that occurs during the term of this Covenant.
5. Default: The Owner covenants and agrees that in the event of noncompliance with this Covenant, the SEOPW CRA shall give written notice thereof to the Owner by registered or certified mail. If such violation is not corrected to the SEOPW CRA satisfaction within thirty (30) days of date of notice, or within such further time as the SEOPW CRA reasonably determines is necessary to correct the violation, without further notice, the SEOPW CRA may, declare a default under this Covenant and any other agreements executed in connection therewith. The Owner agree that its failure to comply with this Covenant shall result in the Owner reimbursing the SEOPW CRA grant funds, in the amount of Fifty Thousand Dollars (\$50,000.00), which reflects funds expended in the rehabilitation of the Property. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges as may be available to it.
6. Amendment and Modifications: This Covenant may be modified, amended or released as to any portion of the Property by a written instrument executed on behalf of the SEOPW CRA and by the then-owner of the fee simple title to the land to be affected by such modification, amendment, or release, provided that same has been approved by the Board of Commissioners of the SEOPW CRA. Should this instrument be so modified, amended or released the SEOPW CRA's Executive Director, or his successor, or other administrative officer with jurisdiction over the matter, shall execute a written instrument in recordable form effectuating and acknowledging such modification, amendment or release.
7. Inspection and Enforcement: The Owner covenants and agrees that any designated representative of the SEOPW CRA shall have the right any time during normal business hours to enter and investigate the use of the Property to determine whether the conditions of this Covenant are being complied with. Enforcement shall be by action against the parties or persons violating or attempting to violate any covenants in this Declaration. The SEOPW CRA, if a prevailing party to any action or suit pertaining to or arising out of this Declaration, shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of its attorney(s). This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

*Restrictive Covenant – BAME Development Corporation of South Florida, Inc.*



8. Severability: Invalidation of any of these covenants by judgment of court shall not affect any of the other provisions, which shall remain in full force and effect.

9. Covenant Runs with Land; Expiration of Term: This Covenant is a covenant running with the land. After the expiration of the Term, this Covenant shall lapse and be of no further force and effect.

10. Recordation: This Declaration shall be recorded in the Public Records of Miami-Dade County at the Owner's expense within ninety (90) days of the completed rehabilitation of the Property. The SEOPW CRA shall be promptly furnished with a recorded copy of this Declaration.

Signed, witnessed, executed and acknowledged this \_\_\_ day of \_\_\_\_\_, 2023.

WITNESSES:

Owner:

By: \_\_\_\_\_

By: \_\_\_\_\_  
Reverend Mark E. Crutcher, Chairman

Print: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

STATE OF FLORIDA )  
 )SS  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2023, by name, who is personally known ( ) or produced identification ( ) type of identification produced \_\_\_\_\_.

Print or Stamp Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

*Restrictive Covenant – BAME Development Corporation of South Florida, Inc.*

**EXHIBIT "A"**

Description of Subject Property

**Street Address:** 269 N.W. 8th Street, Miami, FL 33136

**Folio No.:** 01-0103-050-1120

**Legal Description:** MIAMI NORTH PB B-41  
LOT 12 BLK 35  
LOT SIZE 50.000 X 150  
OR 20013-0640-0642 0300 1

DRAFT

Attachment: File # 13886 - Backup (13886 : 4/5ths Bid Waiver BAME Development Corporation of South Florida, Inc.)


*Restrictive Covenant – BAME Development Corporation of South Florida, Inc.*

**SOUTHEAST OVERTOWN/PARK WEST  
COMMUNITY REDEVELOPMENT AGENCY  
INTER-OFFICE MEMORANDUM**

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To: Board Chair Christine King and Members of the CRA Board      Date: April 20, 2023      File: 13887

Subject: 4/5ths Bid Waiver Bethel A.M.E. Church, Inc.

From:  James McQueen  
Executive Director      Enclosures: File # 13887 - Bid Waiver Memo  
File # 13887 - Notice to the Public  
File # 13887 - Backup

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**BACKGROUND:**

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”) by a four-fifths (4/5<sup>ths</sup>) affirmative vote, after an advertised public hearing, ratifying, approving, and confirming the executive director’s recommendation and finding that competitive negotiation methods and procedures are not practicable or advantageous pursuant to sections 18-85 and 18-86 of the code of the City of Miami, Florida, as amended, as adopted by the SEOPW CRA; waiving the requirements for competitive sealed bidding as not being practicable or advantageous to the SEOPW CRA; authorizing the allocation of grant funds to Bethel A.M.E. Church, Inc., a Florida not for profit corporation (“Bethel”), in an amount not to exceed One Hundred Thirty-Nine Thousand Two Hundred Twenty-Seven Dollars and Zero Cents (\$139,227.00) (“Funds”) for structural, electrical repairs and code related improvements to the Lightburn (“Mission House”) building associated with Greater Bethel AME Church located at 245 N.W. 8<sup>th</sup> Street, Miami, Florida 33136; Folio #: 0101030501150 (the “Property”) for its 40-year building recertification.

Built in 1949, the Property needs structural and electrical repairs and code related improvements to obtain its 40-year recertification. As a result, Grantee has requested assistance from the SEOPW CRA to complete the necessary repairs and improvements.

**JUSTIFICATION:**

Section 2, Goal 1, on page 10 of the SEOPW CRA 2018 Redevelopment Plan Update (“Plan”) lists the “preserv[ation of] historic buildings and community heritage” as a stated redevelopment goal.

Section 2, Principle 8, on page 11 of the Plan states that “[o]lder buildings that embody the area’s cultural past must be restored” as a stated redevelopment principle.

On August 24, 2007, the City of Miami, acting as General Counsel to the SEOPW CRA, issued Formal Legal Opinion No. 07-014, opining that the CRA may use TIF funds to repair or renovate churches within the redevelopment area for the purpose of improving the community as a whole.

**FUNDING:**

\$139,227.00 to be derived from the SEOPW Tax Increment Fund, entitled "Other Grants and Aids"  
Account No. 10050.920101.883000.0000.00000.

**FACT SHEET**

**Grantee name:** Bethel A.M.E. Church, Inc.

**Address:** 245 N.W. 8<sup>th</sup> Street, Miami, Florida (Folio #: 0101030501150)

**Funding request:** \$139,227.00

**Scope of work:** Structural and electrical repairs/code related improvements for 40-year recertification of Lightburn ("Mission House") Building associated with Greater Bethel A.M.E. Church.

**AGENDA ITEM  
FINANCIAL INFORMATION FORM**

**SEOPW CRA**

**CRA Board Meeting Date:**      April 27, 2023

**CRA Section:**

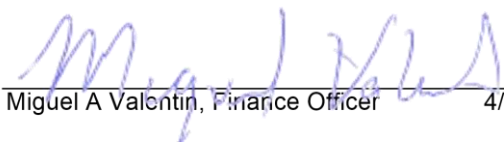
**Brief description of CRA Agenda Item:**  
Authorizing allocation of funds to Bethel A.M.E. Church, Inc., in an amount not to exceed \$139,227.00 for the "Mission House" building.

Project Number (if applicable):		
YES, there are sufficient funds in Line Item:		
Account Code: <u>10050.920101.883000.0000.00000</u> Amount: <u>\$139,227.00</u>		
NO (Complete the following source of funds information):		
Amount budgeted in the line item:		\$
Balance in the line item:		\$
Amount needed in the line item:		\$
Sufficient funds will be transferred from the following line items:		
ACTION	ACCOUNT NUMBER	TOTAL
Project No./Index/Minot Object		
From		\$
To		\$
From		\$
To		\$

Comments:  
Approved by:

  
 \_\_\_\_\_  
 James McQueen, Executive Director      4/20/2023

Approval:

  
 \_\_\_\_\_  
 Miguel A Valentin, Finance Officer      4/20/2023



## Southeast Overtown/Park West Community Redevelopment Agency

**File Type: CRA Resolution**

**Enactment Number:**

**File Number: 13887**

**Final Action Date:**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY (“SEOPW CRA”), BY A FOUR-FIFTHS (4/5THS) AFFIRMATIVE VOTE, AFTER AN ADVERTISED PUBLIC HEARING, RATIFYING, APPROVING, AND CONFIRMING THE EXECUTIVE DIRECTOR’S RECOMMENDATION AND FINDING THAT COMPETITIVE NEGOTIATION METHODS AND PROCEDURES ARE NOT PRACTICABLE OR ADVANTAGEOUS PURSUANT TO SECTION 18-85 OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED, AS ADOPTED BY THE SEOPW CRA, WAIVING THE REQUIREMENTS FOR COMPETITIVE SEALED BIDDING AS NOT BEING PRACTICABLE OR ADVANTAGEOUS TO THE SEOPW CRA; AUTHORIZING THE EXECUTIVE DIRECTOR TO DISPERSE FUNDS, AT HIS DISCRETION, ON A REIMBURSEMENT BASIS OR DIRECTLY TO VENDORS, UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION, SUBJECT TO THE AVAILABILITY OF FUNDING, FROM THE SEOPW TAX INCREMENT FUND, ENTITLED “OTHER GRANTS AND AIDS” ACCOUNT NO.

10050.920101.883000.0000.00000 IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THIRTY-NINE THOUSAND TWO HUNDRED TWENTY-SEVEN DOLLARS AND ZERO CENTS (\$139,227.00) (“FUNDS”) TO BETHEL A.M.E. CHURCH, INC., A FLORIDA NOT FOR PROFIT CORPORATION FOR STRUCTURAL AND ELECTRICAL REPAIRS AND IMPROVEMENTS (“PURPOSE”) TO PROPERTY LOCATED AT 245 NW 8TH STREET, MIAMI, FLORIDA 33136 ; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AN AGREEMENT, INCLUDING ANY AND ALL DOCUMENTS NECESSARY, ALL IN FORMS ACCEPTABLE TO THE GENERAL COUNSEL FOR THE ALLOCATION OF THE FUNDS FOR THE PURPOSE STATED HEREIN PROVIDING FOR INCORPORATION OF RECITALS AND AN EFFECTIVE DATE.

WHEREAS, the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”) is a community redevelopment agency created pursuant to Chapter 163, Florida Statutes, and is responsible for carrying out community redevelopment activities and projects within its redevelopment area in accordance with the SEOPW CRA 2018 Redevelopment Plan Update (“Plan”); and

WHEREAS, Section 2, Goal 1, on page 10 of the Plan lists the “preservation of historic buildings and community heritage” as a stated redevelopment goal; and

WHEREAS, Section 2, Principle 8, on page 11 of the Plan states that “older buildings that embody the area’s cultural past must be restored”; and

WHEREAS, on August 24, 2007, the City of Miami, acting as General Counsel to the SEOPW CRA, issued Formal Legal Opinion No. 07-014, opining that the SEOPW CRA may use TIF funds to repair or renovate churches within the redevelopment area for the purpose of improving the community as a whole; and

WHEREAS, Bethel AME Church, Inc. (“Bethel”), a Florida not for profit corporation has requested funding assistance for structural and electrical improvements and repairs to the building located at 245 N.W. 8<sup>th</sup> Street, Miami, Florida 33136; Folio #0101030501150 (the “Property”); and

WHEREAS, in 2008, the SEOPW CRA Board of Commissioners adopted Resolution No. CRA-R-07-0047, which authorized the issuance of a grant in the amount of Ninety Thousand Dollars and Zero Cents (\$90,000.00) for exterior renovations to the Property; and

WHEREAS, in 2014, the SEOPW CRA Board of Commissioners, adopted Resolution No. CRA-R-14-0044, which authorized the issuance of a grant in the amount of Twenty Thousand Dollars and Zero Cents (\$20,000.00) for the installation of an air conditioning system for the Property; and

WHEREAS, based on the recommendation and findings of the Executive Director, it is in the SEOPW CRA’s best interest for the Board of Commissioners to authorize, by an affirmative four-fifths (4/5ths) vote, a waiver of competitive sealed bidding procedures pursuant to Section 18-85 of the Code of the City of Miami, Florida, as amended (“City Code”), as adopted by the SEOPW CRA, the issuance of funds to Bethel, in an amount not to exceed One Hundred Thirty-Nine Thousand Two Hundred Twenty-Seven Dollars and Zero Cents (\$139,227.00) (“Funds”) to assist with repairs to the Property; and

WHEREAS, the Board of Commissioners finds that authorizing this Resolution would further the aforementioned redevelopment goals and objectives;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated herein as if fully set forth in this Section.

Section 2. Pursuant to Section 18-85 of the City Code, as adopted by the SEOPW CRA, by a four-fifths (4/5ths) affirmative vote, after an advertised public hearing, the Executive Director’s recommendation, and written finding that competitive negotiation methods and procedures are not practicable or advantageous to the SEOPW CRA’s provision of the Funds for assistance with repairs to the Property and waiving the requirements for said procedures are hereby ratified, approved, and confirmed.

Section 3. The Executive Director is hereby authorized to disperse funds, at his discretion, on a reimbursement basis or directly to vendors, upon presentation of invoices and satisfactory documentation, subject to the availability of funding, from the SEOPW Tax Increment Fund, entitled “Other Grants and Aids” Account No. 10050.920101.883000.0000.00000 to Bethel for assistance with repairs to the Property.

Section 4. The Executive Director is authorized to negotiate and execute an agreement, including any and all necessary documents, and all-in forms acceptable to the General Counsel, for said purpose.

Section 5. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

  
Vincen T. Brown, Staff Counsel 4/20/2023



**SOUTHEAST OVERTOWN/PARK WEST  
COMMUNITY REDEVELOPMENT AGENCY  
4/5ths RECOMMENDATION**

**To:** Board Chair Christine King  
and Members of the SEOPW CRA Board

**Date:** April 27, 2023

**File:**

**Subject:** 4/5<sup>ths</sup> Bid Waiver Bethel A.M.E. Church, Inc.

**From:** James McQueen  
Executive Director

**References:**

**Enclosures:**

**BACKGROUND:**

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”) by a four-fifths (4/5<sup>ths</sup>) affirmative vote, after an advertised public hearing, ratifying, approving, and confirming the executive director’s recommendation and finding that competitive negotiation methods and procedures are not practicable or advantageous pursuant to sections 18-85 and 18-86 of the code of the City of Miami, Florida, as amended, as adopted by the SEOPW CRA; waiving the requirements for competitive sealed bidding as not being practicable or advantageous to the SEOPW CRA; authorizing the allocation of grant funds to Bethel A.M.E. Church, Inc., a Florida not for profit corporation (“Bethel”), in an amount not to exceed One Hundred Thirty-Nine Thousand Two Hundred Twenty-Seven Dollars and Zero Cents (\$139,227.00) (“Funds”) for structural, electrical repairs and code related improvements to the Lightburn (“Mission House”) building associated with Greater Bethel AME Church located at 245 N.W. 8<sup>th</sup> Street, Miami, Florida 33136; Folio #: 0101030501150 (the “Property”) for its 40-year building recertification.

Built in 1949, the Property needs structural and electrical repairs and code related improvements to obtain its 40-year recertification. As a result, Grantee has requested assistance from the SEOPW CRA to complete the necessary repairs and improvements.

**RECOMMENDATION:**

The Lightburn Building is part of the Greater Bethel AME Church complex which is one of the oldest institutions in the Redevelopment Area and listed on the National Register. As a result, the Executive Director recommends approval of a bid waiver.

Attachment: File # 13887 - Bid Waiver Memo (13887 : 4/5ths Bid Waiver Bethel A.M.E. Church, Inc.)

**Southeast Overtown/Park West Community Redevelopment Agency**

**NOTICE OF PUBLIC HEARING**

The Board of Commissioners (“Board”) of the Southeast Overtown/ Park West Community Redevelopment Agency of the City of Miami (“SEOPW CRA”) will hold a Public Hearing on Thursday, April 27, 2023, at 10:00 a.m. or anytime thereafter in the City Commission chambers located at Miami City Hall, 3500 Pan American Drive, Miami, FL 33133. The Board will consider the award of grant funds to **Bethel A.M.E. Church, Inc.**, a legal entity authorized to transact business/render services in the State of Florida, to underwrite costs associated with structural and electrical repairs and code related improvements to the Lightburn (Mission House) Building associated with Greater Bethel AME Church located at 245 NW 8<sup>th</sup> Street, Miami, Florida 33136; Folio No: 0101030501150, for its 40-year building recertification.

In accordance with the SEOPW CRA 2018 Redevelopment Plan Update (“Plan”) and Florida Statutes 163, the Board will consider grant funding, in an amount not to exceed One Hundred Thirty-Nine Thousand Two Hundred Twenty-Seven Dollars and Zero Cents (\$139,227.00) to underwrite the expenditures and costs associated with work noted above.

Inquiries regarding this notice may be addressed to James McQueen, Executive Director, SEOPW CRA, at (305) 679-6800.

This action is being considered pursuant to Sections 18-85 (a) of the Code of the City of Miami, Florida as amended (“Code”). The recommendation and findings to be considered in this matter are set forth in the proposed resolution and in Code Sections 18-85 (a), which are deemed to be incorporated by reference herein, and are available as with the scheduled SEOPW CRA Board meeting of Thursday, April 27, 2023, at 10:00 a.m. or anytime thereafter in the City Commission chambers located at Miami City Hall, 3500 Pan American Drive, Miami, FL 33133.

All comments and questions with respect to the meeting and remote public participation should be addressed to James McQueen, Executive Director, at 819 N.W. 2<sup>nd</sup> Avenue, 3rd Floor, Miami, Florida 33136 (305) 679-6800. Should any person desire to appeal any decision of the Board with respect to any matter considered at this meeting, that person shall ensure that a verbatim record of the proceedings is made, including all testimony and evidence upon which any appeal may be based (F.S. 286.0105).

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in this proceeding may contact the Office of the City Clerk at (305) 250-5361 (Voice) no later than five (5) business days prior to the proceeding. TTY users may call via 711 (Florida Relay Service) no later than five (5) business days prior to the proceeding.



Todd B, Hannon  
Clerk of the Board  
Ad No.40285

Attachment: File # 13887 - Notice to the Public (13887 : 4/5ths Bid Waiver Bethel A.M.E. Church, Inc.)

**Bethel AME Church, INC.**  
**245 NW 8<sup>th</sup> Street ~ Miami, Florida 33136**  
**Mailing Address**  
**P.O. Box 21086**  
**Miami, Florida 33101**



4.3.c

***Rev. Dr. Mark Crutcher, M.DIV.***  
***Pastor***

March 17, 2023

Greeting Bro. Brian Zeltsman and the CRA Board

We are sending this communication as a request for funds for Bethel AME of Miami, Florida. We are asking for funds from your organization to make needed repairs and upgrades to meet the 40 Year Certification process and some Code Enforcement requirements of the City of Miami.

We are humbly requesting \$139,227.00 to take care of the 40 Year certification process and some Code Enforcement concerns for the ministry. We are submitting proposals from different contractors that give the scope of work that is to be completed.

If you have any questions please concerning or request, please contact us at 305-371-9102. You can also reach me by phone at 850-426-3377 or by email at [Greaterbethelmiami245@gmail.com](mailto:Greaterbethelmiami245@gmail.com).

The following is the Scope of Work involved in the renovations that are needed for the 40 Year Certification and to be in adherence to code regulations.

1. The Lightburn Building
  - a. Electrical and Structural upgrades for 40 year certification
  - b. Exterior Cleaning and Painting
  - c. Securing windows from water extrusion

Sincerely,

*ME Crutcher*

Dr. Mark E. Crutcher, Pastor

Attachment: File # 13887 - Backup (13887 : 4/5ths Bid Waiver Bethel A.M.E. Church, Inc.)

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DESIGNS  
TO LIFE

# PROPOSAL



GENERAL CONTRACTING SERVICES  
LIGHT BURN BUILDING RENOVATIONS

Greater Bethel Church  
Miami, Florida

March 15, 2023



Attachment: File # 13887 - Backup - Backup (13887 : 4/5ths Bid Waiver Bethel A.M.E. Church, Inc.)

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Dr. Mark Crutcher, Pastor  
Greater Bethel Church  
245 N.W. 8 Street  
Miami, Florida 33136

RE: Light Burn Building Renovations  
SUBJECT: Project Proposal

Rev. Dr. Crutcher:

Asset Builders, d/b/a Messam Construction, looks forward to making the improvements to the Light Burn Building renovations for Greater Bethel Church.

As per your request, please see attached your proposal for this specific location: 243 NW 8<sup>th</sup> St, Miami.

We are available to begin at your earliest convenience.

Respectfully,

A handwritten signature in blue ink that reads "Wayne M. Messam".

Wayne M. Messam, CGC, LEED AP, BD+C  
Managing Partner & General Contractor

# Light Burn Building

243 N.W. 8 Street Miami



## KEY SCOPES:

**Exterior Painting • Window Sealing – Electrical & Structural Repairs**

**PROJECT:** Light Burn Building – Structural Repairs, Electrical Upgrades, Exterior Painting for 40 Year Certification **LOCATION:** 243 N.W. 8 Street Miami, Florida 33136 Services

### **DIVISION 9: PAINTING AND PROTECTIVE COATINGS**

Description of Work: We have been requested to provide a Proposal for the Exterior Painting Services at the Light burn building adjoining the Great Bethel Church, located in Miami, FL. - Services include preparations, pressure cleaning, caulking at all windows and doors, application of protective base primer, and application of topcoat finish.

- All work to be coordinated with the client - All products and colors as per approval SCOPE OF WORK -MOBILIZATION OF EQUIPMENT AND PERSONNEL -PREPARE SURFACE TO BE SERVICED - CLEAN/PRESSURE CLEAN ALL SURFACES TO BE SERVICED -REPAIR ANY MINOR HAIRLINE CRACKS AND SCRATCHES -APPLY CAULKING AROUND ALL WINDOWS AND DOORS AS NEEDED - APPLICATION OF PROTECTIVE BASE PRIMER -APPLICATION OF SW TOP COAT FINISH -CLEAN UP OF ALL RELATED DEBRIS INCLUDED: All building perimeter, all stucco walls, accents, columns, detailing, stair concrete walls, eyebrows, parapet, and all as specified.

**NOT INCLUDED:** Metals, floors, special signs, or anything not mentioned above or specified.

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ACTIVITY QTY RATE AMOUNT -PRICES INCLUDE ALL FURNISHED LABOR, MATERIAL, SUPPLIES, INSURANCE COVERAGE OF UP TO 4 MILLION AND LIABILITY, WORKERS COMPENSATION, OVERHEAD AND LABOR WARRANTY GUARANTEE UNDER MANUFACTURER'S WARRANTY. PRICE, LABOR, AND SCOPE OF WORK BASED ON SPECIFICATIONS PRESENTED. IF YOU REQUIRE TO BE ADDITIONAL INSURED, PLEASE CALCULATE AN ADDITIONAL \$200.00

Anticipated Schedule: TBD -This time period is determined by the client's schedule, executed as of the time of "Notice to Proceed", and will be required to be altered only in cases where scheduling is affected for causes beyond our control, such as weather, government intervention, injury, or acts of God.

WE ARE A SMALL BUSINESS ENTERPRISE CERTIFIED BY MIAMI DADE COUNTY, SBBC AND MDCPS SCHOOL BOARD FOR THE FOLLOWING: MICRO/SBE, MBE, M/WBE, CSBE LEVEL 1, INDUSTRIAL WASTE, AND LDB CERTIFIED. WE ARE A LEAD SAFE CERTIFIED FIRM WITH AN OSHA TRAINED AND CERTIFIED STAFF. ALL CERTIFICATIONS AVAILABLE UPON REQUEST.

Customer agrees to pay all costs and expenses incurred collecting any amounts due under this agreement, including reasonable attorney's fees and all incurred costs and associated expenses. A charge of \$25.00 will be added to all checks returned for insufficient funds. Any balance due under this agreement and/or Invoice will incur interest at the rate of 1.5% per month.



Attachment: File # 13887 - Backup - 4/5ths Bid Waiver Bethel A.M.E. Church, Inc.)

18300 NW 62<sup>nd</sup> Ave, Suite 320, Miami, FL 33015 | Tel: 877.963.7726 | Fax: 877.802.0674

www.messamconstruction.com



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## PROPOSAL

14% of Bid Price includes funds for 40-year recertification report, Permitting expenses, Insurance Bonds, Asbestos survey and mitigation if needed, and Boundary Survey.

Exclusions:

Pressure Cleaning Entire Wall and Apply Waterproofing (By contracting)

NOT INCLUDED:

Metals

railings floors

special signs or anything not mentioned above or specified.

No removal contaminated/Deleterious materials

Surveying as-builts/Layout

No additional boring or surveying

Testing

Permit Fees

Soil not tested

**Note:**

Any Additional insurances

**Our Lump Sum Bid Price is as follows: \$139,227.00**



GRANT AGREEMENT

A GRANT AGREEMENT (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_ 2023 (“Effective Date”) by and between the SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY, a public agency and body corporate created pursuant to Section 163.356, Florida Statutes (“SEOPW CRA”), and BETHEL A.M.E. CHURCH, INC. (“BETHEL”), a Florida not for-profit Corporation (“Grantee”).

RECITALS

A. WHEREAS, the SEOPW CRA is responsible for carrying out community redevelopment activities and projects within its Redevelopment Area in accordance with the 2018 Southeast Overtown/Park West Community Redevelopment Plan, as amended and restated (the “Updated Plan”); and

B. WHEREAS, Section 2, Goal 1, on page 10 of the Plan lists the “preserv[ation of] historic buildings and community heritage” as a stated redevelopment goal; and

C. WHEREAS, Section 2, Principle 8, on page 11 of the Plan states that “[o]lder buildings that embody the area’s cultural past must be restored”; and

D. WHEREAS, on August 24, 2007, the City of Miami, acting as General Counsel to the SEOPW CRA, issued Formal Legal Opinion No. 07-014, opining that the SEOPW CRA may use TIF funds to repair or renovate churches within the redevelopment area for the purpose of improving the community as a whole; and

E. WHEREAS, Bethel A.M.E. Church, Inc. (“Bethel”), owns the Lightburn Building, a Mission House, which is part of the Greater Bethel A.M.E. Church located at 245 N.W. 8 th Street, Miami, Florida 33136; Folio #0101030501150 (the “Property”); and

F. WHEREAS, The Property, was built in 1949 and needs structural, electrical repairs and code related improvements to obtain its 40-year recertification (“Purpose”); and

G.

H. WHEREAS, the Board of Commissioners, by Resolution No. **CRA-R-22-\_\_\_\_\_**, attached hereto as **Exhibit “A”**, authorized the issuance of a grant, in an amount not to exceed One Hundred Thirty-Nine Thousand Two Hundred Twenty-Seven Dollars and Zero Cents (\$139,227.00) (“Funds”), to the Grantee to underwrite costs associated with the Project; and

I. WHEREAS, the parties wish to enter into this Agreement to set forth the terms and conditions relating to the use of this grant;

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the SEOPW CRA and Grantee agree as follows:

1. RECITALS. The Recitals to this Agreement are true and correct, and are incorporated herein by referenced and made a part hereof.

2. GRANT. Subject to the terms and conditions set forth herein and Grantee’s compliance with all of its obligations hereunder, the SEOPW CRA hereby agrees to make available to the Grantee the Grant to be used for the purpose and disbursed in the manner hereinafter provided.

3. USE OF GRANT. The Grant shall be used to underwrite construction costs associated with the Project more particularly described in the Scope of Work for the Project and the Project Budget attached hereto as **Exhibit “B”** and **Exhibit “C”** respectively (collectively, the “Scope of Work and Project Budget”), and incorporated herein, which have been approved by the SEOPW CRA and the Grantee.

4. TERM. The term of this Agreement shall commence on the Effective Date written above and shall terminate upon the earlier of one (1) year, full disbursement of One Hundred Thirty-Nine Thousand Two Hundred Twenty-Seven Dollars and Zero Cents (\$139,227.00), or earlier as provided for herein; provided, however, that the following rights of the SEOPW CRA shall survive the expiration or early termination of this Agreement: to audit or inspect; to require reversion of assets; to enforce representations, warranties, and certifications; to exercise entitlement to remedies, limitation of liability, indemnification, and recovery of fees and costs.

5. DISBURSEMENT OF GRANT.

a. GENERALLY. Subject to the terms and conditions contained in this Agreement, the SEOPW CRA shall make available to Grantee up to One Hundred Thirty-Nine Thousand Two Hundred Twenty-Seven Dollars and Zero Cents (\$139,227.00). In no event shall payments to Grantee, under this Agreement, exceed One Hundred Thirty-Nine Thousand Two Hundred Twenty-Seven Dollars and Zero Cents (\$139,227.00). Payments shall be made to Grantee on a reimbursement basis or directly to vendors on behalf of Grantee, only after the SEOPW CRA has received and approved requests for disbursement in accordance with the SEOPW CRA and Grantee approved Scope of Work and Project Budget.

b. PRE-APPROVAL OF EXPENSES. Grantee agrees to submit to the SEOPW CRA all requests for the expenditure of Grant funds for pre-approval by the SEOPW CRA. Failure to submit said requests prior to incurring expenses may result in the Grantee bearing the costs incurred. The SEOPW CRA shall review said requests to ensure that the expense sought to be incurred by the Grantee is an expense within the Scope of Work and Project, and the SEOPW CRA reserves the right to deny any and all requests it deems to be outside of the Scope of Work and Project Budget.

c. REQUESTS FOR DISBURSEMENT OF GRANT. All requests for the disbursement of Grant funds by the Grantee shall be certified by the Grantee’s authorized representative. All requests for disbursement of Grant funds must be in writing and must be accompanied by supporting documents reflecting the use of Grant funds and/or expenditures incurred, and that said request is being made in accordance with the Project Budget and for expenditures incurred during the Term of this Agreement, as reflected in **Exhibit “C”**. For purposes of this Agreement, “supporting documentation” may include invoices, receipts, photographs, and any other materials evidencing the expense incurred. The Grantee agrees that all invoices or receipts reflecting the expenses incurred in connection to the Project shall be in the name of the Grantee, and not in the name of the SEOPW CRA in light of the Grantee’s inability to bind the SEOPW CRA to any legal and/or monetary obligation whatsoever. The SEOPW CRA retains the right to request additional supporting documentation, or additional explanation for any and all expenses incurred by the Grantee. Grantee’s failure to provide additional supporting documentation or additional explanation regarding expenses incurred shall serve as grounds for immediate termination of this Agreement, and the Grantee shall bear the costs associated with any expenditures not approved by the SEOPW CRA prior to the date of termination. The Grantee understands and acknowledges that the SEOPW CRA shall not disburse Grant funds for any expense that has not been previously approved by the SEOPW CRA in accordance with Section 5(b) above, and that such expenses shall be borne solely by the Grantee.

d. CASH TRANSACTIONS PROHIBITED. The parties agree that no payment will be made to the Grantee as reimbursement for any Project-specific expenditure paid in cash. Grantee acknowledges that a cash transaction is insufficient per se to comply with record-keeping requirements under this Agreement.

e. NO ADVANCE PAYMENTS. The SEOPW CRA shall not make advance payments to the Grantee or Grantee's vendors for services not performed or for goods, materials, or equipment which have not been delivered to the Grantee for use in connection with the Project.

f. RETAINAGE. The SEOPW CRA shall retain ten (10) percent of all invoice amounts and shall release the same to Grantee or its General Contractor upon Project completion, specifically upon issuance of a Certificate of Occupancy from the City of Miami's Building Department for such portion of the Project.

6. JOB CREATION DURING CONSTRUCTION.

a. SUBCONTRACTOR PARTICIPATION. Grantee shall cause its general contractor to hire not less than twenty percent (20%) of the subcontractors for the Project giving first priority to companies certified as SBE-Construction Services firms by Miami-Dade County pursuant to 10-33.02 of the County Code of Ordinances ("SBE"), whose principal place of business is in the Redevelopment Area, as more particularly described in the Plan, second priority to subcontractors whose principal place of business is in the Redevelopment Area, third priority to SBE firms whose principal place of business is located within the boundaries of the Overtown community which encompasses part of zip code 33136 ("Overtown Community"), fourth priority to subcontractors whose principal place of business is located within the boundaries of the Overtown Community, fifth priority to SBE firms whose principal place of business is located within the City of Miami, and sixth to subcontractors whose principal place of business is located within the City of Miami.

b. LABORER PARTICIPATION. Grantee agrees to cause its general contractor and all subcontractors to hire forty percent (40%) of the labor for the construction of the Project from workers residing in the City of Miami giving first priority to workers residing in the Redevelopment Area, which encompasses part of zip code 33136 and second priority to workers residing in the Overtown Community.

c. REPORT REQUIREMENTS. The Grantee shall be required to submit to the Executive Director monthly reports detailing evidence of compliance with the subcontractor participation requirement and the laborer participation requirement ("Participation Report"). The Participation Report shall contain such information as the Executive Director may reasonably require for the Executive Director to determine whether the Grantee is in compliance with the subcontractor participation requirement and the laborer participation requirement.

d. DISPUTES. In the event of any disputes between the Executive Director and Grantee as to whether any subcontractor has its principal place of business in the City of Miami or whether a laborer resides in the City of Miami, and whether the Grantee has complied with the priority requirements, the Executive Director and Grantee shall proceed in good faith to resolve the dispute. In the event the dispute is not resolved within ten (10) days, either party may submit the dispute to the SEOPW CRA Board of Commissioners for resolution. The decision of the SEOPW CRA Board of Commissioners shall be binding on the parties.

7. COMPLIANCE WITH POLICIES AND PROCEDURES. The Grantee understands that the use of the Grant is subject to specific reporting, record keeping, administrative, and contracting guidelines and other requirements affecting the SEOPW CRA's activities in issuing the Grant. SEOPW CRA agrees to provide notice of said guidelines and other requirements to Grantee in advance of requiring compliance with same. Without limiting the generality of the foregoing, the Grantee represents and warrants that it will comply, and the Grant will be used in accordance with all applicable federal, state, and local codes, laws, rules, and regulations.

8. REMEDIES FOR NON-COMPLIANCE. If Grantee fails to perform any of its obligations or covenants hereunder, or materially breaches any of the terms contained in this Agreement, the SEOPW CRA shall have the right to take one or more of the following actions:

- a. Withhold cash payments, pending correction of the deficiency by Grantee;
- b. Recover payments made to Grantee;
- c. Disallow (that is, deny the use of the Grant for) all or part of the cost for the activity or action not in compliance;
- d. Withhold further awards for the Project; or
- e. Take such other remedies that may be legally permitted.

9. RECORDS AND REPORTS/AUDITS AND EVALUATION.

a. PUBLIC RECORDS; MAINTENANCE OF RECORDS. This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. The parties understand the broad nature of these laws and agree to comply with Florida's Public Records Laws, and laws relating to records retention. Moreover, in furtherance of the SEOPW CRA's audit rights in Section 9(c) below, the Grantee acknowledges and accepts the SEOPW CRA's right to access the Grantee's records, legal representatives' and contractors' records, and the obligation of the Grantees to retain and to make those records available upon request, and in accordance with all applicable laws. The Grantee shall keep and maintain records to show its compliance with this Agreement. In addition, the Grantee's contractors and subcontractors must make available, upon the SEOPW CRA's request, any books, documents, papers, and records which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. The Grantee, its contractors and subcontractors shall retain records related to this Agreement or the Project for a period of five (5) years after the expiration, early termination, or cancellation of this Agreement.

b. REPORTS. The Grantee shall deliver to the SEOPW CRA reports relating to the use of the Grant as requested by the SEOPW CRA, from time to time and as detailed herein. Failure to provide said reports shall result in Grant funds being withheld until the Grantee has complied with this provision. Thereafter, continued failure by the Grantee in providing such reports shall be considered a default under this Agreement.

c. AUDIT RIGHTS. The SEOPW CRA shall have the right to conduct audits of the Grantee's records pertaining to the Grant and to visit the Project, in order to conduct its monitoring and evaluation activities. The Grantee agrees to cooperate with the SEOPW CRA in the performance of these activities. Such audits shall take place at a mutually agreeable date and time.

d. FAILURE TO COMPLY. The Grantee's failure to comply with these requirements or the receipt or discovery (by monitoring or evaluation) by the SEOPW CRA of any inconsistent, incomplete, or inadequate information shall be grounds for the immediate termination of this Agreement by the SEOPW CRA.

10. REPRESENTATIONS; WARRANTIES; CERTIFICATIONS. The Grantee represents, warrants, and certifies the following:

a. INVOICES. Invoices for all expenditures paid for by Grant shall be submitted to the SEOPW CRA for review and approval in accordance with the terms set forth in this Agreement. The Grantee, through its authorized representative, shall certify that work reflected in said invoices has, in fact, been performed in accordance with the Scope of Work and Project Budget set forth in **Exhibits "B" and "C"**.

b. EXPENDITURES. Funds disbursed under the Grant shall be used solely for the Project in accordance with the Scope of Work and Project Budget set forth in **Exhibits "B" and "C"**. All expenditures of the Grant will be made in accordance with the provisions of this Agreement.

c. SEPARATE ACCOUNTS. The Grant shall not be co-mingled with any other funds, and separate accounts and accounting records will be maintained.

d. POLITICAL ACTIVITIES. No expenditure of Grant funds shall be used for political activities.

e. LIABILITY GENERALLY. The Grantee shall be liable to the SEOPW CRA for the amount of the Grant expended in a manner inconsistent with this Agreement.

f. AUTHORITY. This Agreement has been duly authorized by all necessary actions on the part of, and has been, or will be, duly executed and delivered by the Grantee, and neither the execution and delivery hereof, nor compliance with the terms and provisions hereof: (i) requires the approval and consent of any other party, except such as have been duly obtained or as are specifically noted herein; (ii) contravenes any existing law, judgment, governmental rule, regulation, or order applicable to or binding on any indenture, mortgage, deed of trust, bank loan, or credit agreement, applicable ordinances, resolutions, or on the date of this Agreement, any other agreement or instrument to which the Grantee is a party; or (iii) contravenes or results in any breach of, or default under any other agreement to which the Grantee is a party, or results in the creation of any lien or encumbrances upon any property of the Grantee.

11. NON-DISCRIMINATION. The Grantee, for itself and on behalf of its contractors and sub-contractors, agrees that it shall not discriminate on the basis of race, sex, color, religion, national origin, age, disability, or any other protected class prescribed by law in connection with its performance under this Agreement. Furthermore, the Grantee represents that no otherwise qualified individual shall, solely, by reason of his/her race, sex, color, religion, national origin, age, disability, or any other member of a protected class be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving financial assistance pursuant to this Agreement.

12. CONFLICT OF INTEREST. The Grantee is familiar with the following provisions regarding conflict of interest in the performance of this Agreement by the Grantee. The Grantee covenants, represents, and warrants that it will comply with all such conflict-of-interest provisions:

- a. Code of the City of Miami, Florida, Chapter 2, Article V.
- b. Miami-Dade County Code, Section 2-11.1.

13. CONTINGENCY. Funding for this Agreement is contingent on the availability of funds and continued authorization for Project activities and is subject to amendment or termination due to lack of funds or authorization, reduction of funds, or change in regulations. The SEOPW CRA shall not be liable to the Grantee for amendment or termination of this Agreement pursuant to this Section.

14. MARKETING.

a. PUBLICATION. In the event the Grantee wishes to engage in any marketing efforts, the Grantee shall, if approved by the SEOPW CRA in accordance with Section 14(b) below, produce, publish, advertise, disclose, or exhibit the SEOPW CRA's name and/or logo, in acknowledgement of the SEOPW CRA's contribution to the Project, in all forms of media and communications created by the Grantee for the purpose of publication, promotion, illustration, advertising, trade, or any other lawful purpose, including but not limited to stationary, newspapers, periodicals, billboards, posters, email, direct mail, flyers, telephone, public events, and television, radio, or internet advertisements, or interviews.

b. APPROVAL. The SEOPW CRA shall have the right to approve the form and placement of all acknowledgements described in Section 14(a) above, which approval shall not be unreasonably withheld.

c. LIMITED USE. The Grantee further agrees that the SEOPW CRA's name and logo may not be otherwise used, copied, reproduced, altered in any manner, or sold to others for purposes other than those specified in this Agreement. Nothing in this Agreement, or in the Grantee's use of the SEOPW CRA's name and

logo, confers or may be construed as conferring upon the Grantee any right, title, or interest whatsoever in the SEOPW CRA's name and logo beyond the right granted in this Agreement.

d. SEOPW CRA CONSTRUCTION SIGN. The Grantee shall display, and cause to be displayed, at the Property, in a prominent, most visible area to the public, a sign displaying the SEOPW CRA logo, and the SEOPW CRA's monetary contribution to the Project ("Construction Signage"). The Grantee shall display, and cause to be displayed, the Construction Signage until the Project is complete. The Construction Signage shall be paid for by the Grantee and the Construction Sign specifications will be provided by the SEOPW CRA. The SEOPW CRA shall approve the location of the Construction Sign prior to its installation.

15. DEFAULT. If the Grantee fails to comply with any term or condition of this Agreement or fails to perform any of the Grantee's obligations hereunder, and the Grantee does not cure such failure within thirty (30) days following receipt of written notice from the SEOPW CRA that such failure has occurred, then the Grantee shall be in default. Upon the occurrence of such default hereunder the SEOPW CRA, in addition to all remedies available to it by law, may immediately, upon written notice to the Grantee, terminate this Agreement whereupon all payments, advances, or other compensation paid by the SEOPW CRA directly to the Grantee and utilized by the Grantee in violation of this Agreement shall be immediately returned to the SEOPW CRA. The Grantee understands and agrees that termination of this Agreement under this section shall not release the Grantee from any obligation accruing prior to the effective date of termination.

16. NO LIABILITY. In consideration for the Grant, the Grantee hereby waives, releases, and discharges the SEOPW CRA, the City of Miami, its officers, employees, agents, representatives, or attorneys, whether disclosed or undisclosed, any and all liability for any injury or damage of any kind which may hereafter accrue to the Grantee, its officers, directors, members, employees, agents, representatives, with respect to any of the provisions of this Agreement or performance under this Agreement. Any liability of the SEOPW CRA under this Agreement shall be subject to the limitations imposed by Section 768.28, Florida Statutes.

17. INDEMNIFICATION OF THE SEOPW CRA. The Grantee agrees to indemnify, defend, protect, and hold harmless the SEOPW CRA and the City of Miami from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "liabilities") for reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from or in connection with: (i) the performance or non-performance of the services, supplies, materials, and equipment contemplated by this Agreement or the Project, whether directly or indirectly caused, in whole or in part, by any act, omission, default, professional errors or omissions, or negligence (whether active or passive) of the Grantee or its employees, agents, or subcontractors (collectively referred to as "Grantee"), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent, or contributing) by any act, omission, default, breach, or negligence (whether active or passive) of the SEOPW CRA, unless such injuries or damages are ultimately proven to be the result of grossly negligent or willful acts or omissions on the part of the SEOPW CRA; or (ii) the failures of the Grantee to comply with any of the paragraphs provisions herein; or (iii) the failure of the Grantee, to conform to statutes, ordinances, or other regulations, or requirements of any governmental authority, federal, state, county, or city in connection with the granting or performance of this Agreement, or any Amendment to this Agreement. Grantee expressly agrees to indemnify, defend and hold harmless the SEOPW CRA, from and against all liabilities which may be asserted by an employee or former employee of Grantee, any of subcontractors, or participants in the Program, as provided above, for which the Grantee's liability to such employee, former employee, subcontractor, or participant would otherwise be limited to payments under state Worker's Compensation or similar laws. The Indemnification shall survive the cancellation or expiration of the Agreement. Grantee shall require all subcontractors to comply with the provisions of this section.

18. INSURANCE. The Grantee shall, at all times during the term hereof, maintain such insurance coverage as provided in **Exhibit "D"**, attached hereto and incorporated herein. All such insurance, including renewals, shall be subject to the approval of the SEOPW CRA, or the City of Miami (which approval shall not be

unreasonably withheld) for adequacy of protection and evidence of such coverage shall be furnished to the SEOPW CRA on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled, or materially changed during the performance of the Project under this Agreement without thirty (30) calendar days prior written notice (or in accordance to policy provisions) to the SEOPW CRA. Completed Certificates of Insurance shall be filed with the SEOPW CRA, to the extent practicable, prior to the performance of Services hereunder, provided, however, that Grantee shall at any time upon request by SEOPW CRA file duplicate copies of the policies of such insurance with the SEOPW CRA. Grantee shall require all contractors and subcontractors to comply with the requirements set forth in Exhibit D and further list the City and SEOPW CRA as additional insured on all corresponding liability policies.

If, in the reasonable judgment of SEOPW CRA, prevailing conditions warrant the provision by Grantee of additional liability insurance coverage or coverage which is different in kind, SEOPW CRA reserves the right to require the provision by Grantee of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should Grantee fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following SEOPW CRA's written notice, this Agreement shall be considered terminated on the date the required change in policy coverage would otherwise take effect. Upon such termination, SEOPW CRA shall pay Grantee expenses incurred for the Project prior to the date of termination but shall not be liable to Grantee for any additional compensation, or for any consequential or incidental damages.

19. DISPUTES. In the event of a dispute between the Executive Director of the SEOPW CRA and the Grantee as to the terms and conditions of this Agreement, the Executive Director of the SEOPW CRA and the Grantee shall proceed in good faith to resolve the dispute. If the parties are not able to resolve the dispute within thirty (30) days of written notice to the other, the dispute shall be submitted to the SEOPW CRA's Board of Commissioners for resolution within ninety (90) days of the expiration of such thirty (30) day period or such longer period as may be agreed to by the parties to this Agreement. The Board's decision shall be deemed final and binding on the parties.

20. INTERPRETATION.

a. CAPTIONS. The captions in this Agreement are for convenience only and are not a part of this Agreement and do not in any way define, limit, describe, or amplify the terms and provisions of this Agreement or the scope or intent thereof.

b. ENTIRE AGREEMENT. This instrument constitutes the sole and only agreement of the parties hereto relating to the Grant, and correctly set forth the rights, duties, and obligations of the parties. There are no collateral or oral agreements or understandings between the SEOPW CRA and the Grantee relating to the Agreement. Any promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement shall not be modified in any manner except by an instrument in writing executed by the parties. The masculine (or neuter) pronoun and the singular number shall include the masculine, feminine and neuter genders and the singular and plural number. The word "including" followed by any specific item(s) is deemed to refer to examples rather than to be words of limitation.

c. CONTRACTUAL INTERPRETATION. Should the provisions of this Agreement require judicial or arbitral interpretation, it is agreed that the judicial or arbitral body interpreting or construing the same shall not apply the assumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party which itself or through its agents prepared same, it being agreed that the agents of both parties have equally participated in the preparation of this Agreement.

d. COVENANTS. Each covenant, agreement, obligation, term, condition, or other provision herein contained shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making the same, not dependent on any other provision of this Agreement unless otherwise expressly provided. All of the terms and conditions set forth in this Agreement shall apply throughout the term of this Agreement unless otherwise expressly set forth herein.

e. CONFLICTING TERMS. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms of this Agreement shall govern.

f. WAIVER. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

g. SEVERABILITY. Should any provision contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, then such provision shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, that same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

h. THIRD-PARTY BENEFICIARIES. No provision of this Agreement shall, in any way, inure to the benefit of any third party so as to make such third party a beneficiary of this Agreement, or of any one or more of the terms hereof or otherwise give rise to any cause of action in any party not a party hereto.

21. AMENDMENTS. No amendment to this Agreement shall be binding on either party, unless in writing and signed by both parties.

22. DOCUMENT OWNERSHIP. Upon request by the SEOPW CRA, all documents developed by the Grantee shall be delivered to the SEOPW CRA upon completion of this Agreement, and may be used by the SEOPW CRA, without restriction or limitation. The Grantee agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of the Public Records Law, Chapter 119, Florida Statutes. It is further understood by and between the parties that any document which is given by the SEOPW CRA to the Grantee pursuant to this Agreement shall at all times remain the property of the SEOPW CRA and shall not be used by the Grantee for any other purpose whatsoever, without the written consent of the SEOPW CRA.

23. AWARD OF AGREEMENT. The Grantee warrants that it has not employed or retained any person employed by the SEOPW CRA to solicit or secure this Agreement, and that it has not offered to pay, paid, or agreed to pay any person employed by the SEOPW CRA any fee, commission percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of the Grant.

24. NON-DELEGABILITY. The obligations of the Grantee under this Agreement shall not be delegated or assigned to any other party without the SEOPW CRA's prior written consent which may be withheld by the SEOPW CRA, in its sole discretion.

25. CONSTRUCTION. This Agreement shall be construed and enforced in accordance with Florida law.

26. TERMINATION. The SEOPW CRA reserves the right to terminate this Agreement, at any time for any reason upon giving five (5) days written notice of termination to Grantee. If this Agreement should be terminated by the SEOPW CRA, the SEOPW CRA will be relieved of all obligations under this Agreement. In no way shall the SEOPW CRA be subjected to any liability or exposure for the termination of this Agreement under this Section.



27. NOTICE. All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail, addressed to the party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served, or, if by mail, on the fifth day after being posted, or the date of actual receipt or refusal of delivery, whichever is earlier.

To SEOPW CRA: James McQueen, Executive Director  
Southeast Overtown/Park West Community Redevelopment Agency  
819 N.W. 2<sup>nd</sup> Avenue, 3<sup>rd</sup> Floor.  
Miami, FL 33136  
Email: JMcQueen@miamigov.com

With copy to: Vincent T. Brown, Esq., Staff Counsel  
Email: [VTBrown@miamigov.com](mailto:VTBrown@miamigov.com)

With copy to: Brian Zeltsman, Director of Architecture & Development  
Email: [BZeltsman@miamigov.com](mailto:BZeltsman@miamigov.com)

To Grantee: Rev. Mark E. Crutcher, President  
Bethel A.M.E. Church, Inc.  
245 N.W. 8<sup>th</sup> Street  
Miami, FL 33136

28. INDEPENDENT CONTRACTOR. The Grantee, its contractors, subcontractors, employees, agents, and participants in the Project shall be deemed to be independent contractors, and not agents or employees of the SEOPW CRA, and shall not attain any rights or benefits under the civil service or retirement/pension programs of the SEOPW CRA, or any rights generally afforded its employees; further, they shall not be deemed entitled to Florida Workers' Compensation benefits as employees of the SEOPW CRA.

29. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, and their respective heirs, executors, legal representatives, successors, and assigns.

30. MISCELLANEOUS.

a. In the event of any litigation between the parties under this Agreement, the parties shall bear their own attorneys' fees and costs at trial and appellate levels.

b. Time shall be of the essence for each and every provision of this Agreement.

c. All exhibits attached to this Agreement are incorporated in and made a part of this Agreement.

IN WITNESS WHEREOF, in consideration of the mutual entry into this Agreement, for other good and valuable consideration, and intending to be legally bound, the SEOPW CRA and the Grantee have executed this Agreement.

SOUTHEAST OVERTOWN/PARK WEST  
COMMUNITY REDEVELOPMENT AGENCY, of the  
City of Miami, a public agency and body corporate  
created pursuant to Section 163.356, Florida Statutes

ATTEST:

By: \_\_\_\_\_  
Todd B. Hannon  
Clerk of the Board

By: \_\_\_\_\_  
James McQueen  
Executive Director

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED AS TO INSURANCE  
REQUIREMENTS:

By: \_\_\_\_\_  
Vincent T. Brown, Esq.  
Staff Counsel

By: \_\_\_\_\_  
Ann-Marie Sharpe  
Director of Risk Management

WITNESSES:

A.M. COHEN TEMPLE, CHURCH OF GOD IN  
CHRIST, INC., a Florida non-profit Corporation  
("Grantee"):

By: \_\_\_\_\_

By: \_\_\_\_\_  
Rev. Mark E. Crutcher, President

Print: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

This instrument was prepared by:  
 Vincent T. Brown, Esq.  
 SEOPW CRA, Staff Counsel  
 819 N.W. 2<sup>nd</sup> Avenue, 3<sup>rd</sup> Floor  
 Miami, FL 33136

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**Reserved for Recording**

<p><b>DECLARATION OF RESTRICTIVE COVENANTS</b>  <b>RUNNING WITH THE LAND</b></p>
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This Declaration of Restrictive Covenant (“Covenant”) made as of the \_\_\_ day of \_\_\_\_\_, 2023 by Bethel A.M.E. Church, Inc. (“Owner”), is in favor of the SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY, of the City of Miami, a public agency and body corporate, created pursuant to Section 163.356, Florida Statutes (“SEOPW CRA”).

WHEREAS, the Owner is the legal owner of the fee simple interest in and to that certain property located at 245 N.W. 8th Street, Miami, FL 33136, in fee simple, as reflected in the Deed recorded in Official Records Book 32055, at Page 0498, of the Public Records of Miami-Dade County, Florida, and as more particularly described on Exhibit “A,” (“Property”) and attached hereto and incorporated herein; and

WHEREAS, the condition of the Property poses significant risk of health and safety to its occupants, and in turn, extensive rehabilitation is needed, as evidenced by structural cracks, unsecured railings, deteriorating plumbing, rotting wood, and outdated electrical wiring; and

WHEREAS, rehabilitation of the Property requires work to be performed in Common Elements, Limited Common Elements, and within individual residential units, as defined in the Declaration of Condominium establishing Bethel A.M.E. Church, Inc., recorded in Official Records Book 32055, at Page 0498, of the Public Records of Miami-Dade County, Florida (hereinafter referred to as the “Declaration”); and

WHEREAS, the CRA has committed funding for renovation and rehabilitation of the Property (“Project”); and

WHEREAS, on \_\_\_\_\_, the SEOPW CRA and the Bethel A.M.E. Church, Inc. entered into a Grant Agreement, which provided for the terms and conditions of renovation and rehabilitation of the property (“Grant Agreement”); and

WHEREAS, in exchange for the work to be performed on the Property, the Owner executed a Joinder to the Grant Agreement, dated \_\_\_\_\_, which provided permissions for access and construction of certain improvements on the Property; and

WHEREAS, as a condition of the Joinder, the Owner is required to execute and record this covenant in favor of the SEOPW CRA;

NOW THEREFORE, the Owner voluntarily covenants and agrees that the Property shall be subject to the following restrictions that are intended and shall be deemed to be covenants running with the land and binding upon the Owner of the Property, its successors in interest and assigns, as follows:

*Restrictive Covenant – Bethel AME Church, Inc.*

1. Recitals: The recitals and findings set forth in the preamble of this Covenant are hereby adopted by reference thereto and incorporated herein as if fully set forth in this Section.
2. Covenant: The Owner of the Property hereby agrees and declares to limit the sale or lease of the Property to purchasers or lessors with a household income of no more than 120% of the area medium income for Miami-Dade County. Any and all purchase and sale agreements, or lease agreements executed in connection with the Property shall reflect this Covenant.
3. Term: This voluntary Covenant shall remain in full force and effect and shall be binding upon Owner, its successors in interest and assigns for a period of ten (10) years from the date of completion of the Project.
4. Notice: The Owner hereby agrees to provide thirty (30) days written notice of a sale, refinancing, foreclosure or transfer in lieu of foreclosure of the Property that occurs during the term of this Covenant.
5. Default: The Owner covenants and agrees that in the event of noncompliance with this Covenant, the SEOPW CRA shall give written notice thereof to the Owner by registered or certified mail. If such violation is not corrected to the SEOPW CRA satisfaction within thirty (30) days of date of notice, or within such further time as the SEOPW CRA reasonably determines is necessary to correct the violation, without further notice, the SEOPW CRA may, declare a default under this Covenant and any other agreements executed in connection therewith. The Owner agree that its failure to comply with this Covenant shall result in the Owner reimbursing the SEOPW CRA grant funds, in the amount of Fifty Thousand Dollars (\$50,000.00), which reflects funds expended in the rehabilitation of the Property. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges as may be available to it.
6. Amendment and Modifications: This Covenant may be modified, amended or released as to any portion of the Property by a written instrument executed on behalf of the SEOPW CRA and by the then-owner of the fee simple title to the land to be affected by such modification, amendment, or release, provided that same has been approved by the Board of Commissioners of the SEOPW CRA. Should this instrument be so modified, amended or released the SEOPW CRA's Executive Director, or his successor, or other administrative officer with jurisdiction over the matter, shall execute a written instrument in recordable form effectuating and acknowledging such modification, amendment or release.
7. Inspection and Enforcement: The Owner covenants and agrees that any designated representative of the SEOPW CRA shall have the right any time during normal business hours to enter and investigate the use of the Property to determine whether the conditions of this Covenant are being complied with. Enforcement shall be by action against the parties or persons violating or attempting to violate any covenants in this Declaration. The SEOPW CRA, if a prevailing party to any action or suit pertaining to or arising out of this Declaration, shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of its attorney(s). This enforcement provision shall be in addition to any other remedies available at law, in equity or both.
8. Severability: Invalidation of any of these covenants by judgment of court shall not affect any of the other provisions, which shall remain in full force and effect.

*Restrictive Covenant – Bethel AME Church, Inc.*



**EXHIBIT "A"**

Description of Subject Property

**Street Address:** 245 N.W. 8th Street, Miami, FL 33136

**Folio No.:** 01-0103-050-1150

**Legal Description:** MIAMI NORTH PB B-41  
LOTS 4 & 17 BLK 35 N  
LOT SIZE 15000 SQ FT M/L  
F/A/U 01-0103-050-1140

DRAFT

Attachment: File # 13887 - Backup (13887 : 4/5ths Bid Waiver Bethel A.M.E. Church, Inc.)

*Restrictive Covenant – Bethel AME Church, Inc.*

SEOPW Board of Commissioners Meeting  
April 27, 2023

SOUTHEAST OVERTOWN/PARK WEST  
COMMUNITY REDEVELOPMENT AGENCY  
**INTER-OFFICE MEMORANDUM**

To: Board Chair Christine King and Members of the CRA Board      Date: March 3, 2023      File: 13611



From: James McQueen  
Executive Director

Subject: 4/5ths Bid Waiver to Poinciana Village Condominium Association, Inc.

Enclosures: File # 13611 - Bid Waiver Memo 2023-03-09  
File # 13611 - Notice to the Public 2023-03-09  
File # 13611 - Backup 2023-03-09  
File # 13611 - Bid Waiver Memo  
File # 13611 - Notice to the Public  
File # 13611 - Backup

**BACKGROUND:**

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency ("SEOPW CRA") by a four-fifths (4/5<sup>ths</sup>) affirmative vote, after an advertised public hearing, ratifying, approving, and confirming the Executive Director's recommendation and finding that competitive negotiation methods and procedures are not practicable or advantageous pursuant to sections 18-85 and 18-86 of the code of the City of Miami, Florida, as amended, as adopted by the SEOPW CRA; waiving the requirements for competitive sealed bidding as not being practicable or advantageous to the SEOPW CRA; authorizing the allocation of funds to Poinciana Village Condominium Association, Inc. ("Poinciana Village"), in an amount not to exceed \$500,000.00 ("Funds") for elevator modernization, concrete restoration, and exterior building painting to Poinciana Village located at 201 and 269 N.W. 7<sup>th</sup> Street, Miami, Florida 33136 (the "Property").

Built in phases during the 1980's and 1990's for the purpose of inspiring homeownership, wealth building and stimulating economic development in a challenged community, Poinciana Village is a condominium complex consisting of 64, two and three-bedroom units. Poinciana Village represents one of the few communities in the Redevelopment Area for homeowners, many of which have owned and resided in their units since its development. Poinciana needs several costly improvements including roof replacement, 25-year elevator modernization/replacement, concrete restoration, mailbox replacement, and exterior painting. Poinciana Village has initiated the process to secure a private loan for funding to cover costs on some of these items but is requesting assistance from the SEOPW CRA for the elevator work and exterior concrete repairs and painting. The requested funding of \$500,000.00 from the SEOPW CRA is part of a larger Poinciana Village project which totals over \$1,385,000.00.

**JUSTIFICATION:**

Section 2, Goal 3, of the SEOPW CRA 2018 Redevelopment Plan Update (“Plan”) lists “encourag[ing]...affordable...housing within the CRA” as a stated redevelopment goal; and

Section 2, Principle 2, of the Plan also provides that “the neighborhood must retain access to affordable housing even as the neighborhood becomes more desirable to households with greater means” as a stated redevelopment principle; and

Section 2, Goal 6, Plan lists “creating housing...designed to improve the quality of life for Overtown residents in the CRA” as a stated redevelopment goal; and

Section 2, Principle 3, of the Plan further provides that “there must be variety in housing options” as a stated redevelopment principle; and

**FUNDING:**

\$500,000.00 to be derived from the SEOPW Tax Increment Fund, entitled “Other Grants and Aids” Account No. 10050.920101.883000.0000.00000.

**FACT SHEET**

**Company name:** The Poinciana Village Condominium Association, Inc.

**Address:** 201 and 269 N.W. 7<sup>th</sup> Street, Miami, FL 33136

**Funding request:** \$500,000.00

**Scope of work or services:** Elevator modernization, concrete restoration replacement and exterior building painting.

**Funding request:** \$500,000.00

**Scope of work or services:** Elevator modernization, concrete restoration replacement and exterior building painting.



**AGENDA ITEM  
FINANCIAL INFORMATION FORM**

**SEOPW CRA**

**CRA Board Meeting Date:**      **April 27, 2023**



**CRA Section:**

**Brief description of CRA Agenda Item:**


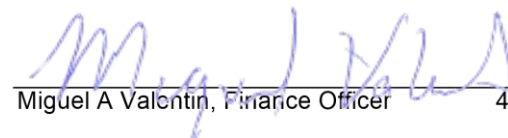
Authorizing a grant to Poinciana Village Condominium Association, Inc. in an amount not to exceed \$500,000.00.

Project Number (if applicable):		
YES, there are sufficient funds in Line Item:		
Account Code: <u>10050.920101.883000.0000.00000</u> Amount: <u>\$500,000.00</u>		
NO (Complete the following source of funds information):		
Amount budgeted in the line item:		\$
Balance in the line item:		\$
Amount needed in the line item:		\$
Sufficient funds will be transferred from the following line items:		
ACTION	ACCOUNT NUMBER	TOTAL
Project No./Index/Minot Object		
From		\$
To		\$
From		\$
To		\$

Comments:  
Approved by:

	
James McQueen, Executive Director      3/3/2023	James McQueen, Executive Director      4/20/2023

Approval:

	
Miguel A Valentin, Finance Officer      3/3/2023	Miguel A Valentin, Finance Officer      4/20/2023



## Southeast Overtown/Park West Community Redevelopment Agency

**File Type: CRA Resolution**

**Enactment Number:**

**File Number: 13611**

**Final Action Date:**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY (“SEOPW CRA”) BY A FOUR-FIFTHS (4/5THS) AFFIRMATIVE VOTE, AFTER AN ADVERTISED PUBLIC HEARING, RATIFYING, APPROVING, AND CONFIRMING THE EXECUTIVE DIRECTOR’S RECOMMENDATION AND FINDING THAT COMPETITIVE NEGOTIATION METHODS AND PROCEDURES ARE NOT PRACTICABLE OR ADVANTAGEOUS PURSUANT TO SECTION 18-85 OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED, AS ADOPTED BY THE SEOPW CRA; WAIVING THE REQUIREMENTS FR COMPETITIVE SEALED BIDDING AS NOT BEING PRACTICABLE OR ADVANTAGEOUS TO THE SEOPW CRA; AUTHORIZING THE ALLOCATION OF FUNDS TO THE POINCIANA VILLAGE CONDOMINIUM ASSOCIATION, INC. (“POINCIANA VILLAGE”), IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$500,000.00) (“FUNDS”) FOR IMPROVEMENTS TO THE PROPERTIES LOCATED AT 201 AND 269 N.W. 7TH STREET, MIAMI, FLORIDA 33136 (COLLECTIVELY “THE PROPERTY”); AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AN AGREEMENT, INCLUDING ANY AND ALL DOCUMENTS NECESSARY, ALL IN FORMS ACCEPTABLE TO THE GENERAL COUNSEL FOR SAID PURPOSE; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO DISBURSE THE FUNDS, AT HIS DISCRETION, ON A REIMBURSEMENT BASIS OR DIRECTLY TO VENDORS, UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION FROM THE SEOPW TAX INCREMENT FUND, ENTITLED “OTHER GRANTS AND AIDS” ACCOUNT NO. 10050.920101.883000.0000.00000 SUBJECT TO THE AVAILABILITY OF FUNDING AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”) is a community redevelopment agency created pursuant to Chapter 163, Florida Statutes, and is responsible for carrying out community redevelopment activities and projects within its redevelopment area in accordance with the SEOPW CRA 2018 Redevelopment Plan Update (“Plan”); and

WHEREAS, Section 2, Goal 3, of the Plan lists “encouraging affordable housing within the CRA” as a stated redevelopment goal; and

WHEREAS, Section 2, Principle 2, of the Plan also provides that “the neighborhood must retain access to affordable housing even as the neighborhood becomes more desirable to households with greater means” as a stated redevelopment principle; and

WHEREAS, Section 2, Goal 6, Plan lists “creating housing...designed to improve the quality of life for Overtown residents in the CRA” as a stated redevelopment goal; and

WHEREAS, Section 2, Principle 3, of the Plan further provides that “there must be variety in housing options” as a stated redevelopment principle; and

WHEREAS, the Poinciana Village Condominium Association, Inc., a Florida not for profit corporation (“Poinciana Village”), owns the properties located at 201 and 269 N.W. 7<sup>th</sup> Street, Miami, Florida 33136 (collectively “the Property”); and

WHEREAS, the Property is in need of repairs which include elevator replacement, exterior concrete restoration, and exterior painting (“Purpose”); and

WHEREAS, based on the recommendation and finding of the Executive Director, it is in the SEOPW CRA’s best interest for the Board of Commissioners to authorize, by an affirmative four-fifths (4/5ths) vote, a waiver of competitive sealed bidding procedures pursuant to Section 18-85 of the Code of the City of Miami, Florida, as amended (“City Code”), as adopted by the SEOPW CRA, to allocate an amount not to exceed Five Hundred Thousand Dollars and No Cents (\$500,000.00) (“Funds”) to Poinciana Village for repairs to the Property; and

WHEREAS, the Board of Commissioners finds that authorizing this Resolution would further the aforementioned redevelopment goals and objectives;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated herein as if fully set forth in this Section.

Section 2. Pursuant to Section 18-85 of the City Code, as adopted by the SEOPW CRA, by a four-fifths (4/5ths) affirmative vote, after an advertised public hearing, the Executive Director’s recommendation, and written finding that competitive negotiation methods and procedures are not practicable or advantageous to the SEOPW CRA’s provisions of the Funds for repairs to the Property and waiving the requirements for said procedures are hereby ratified, approved, and confirmed.

Section 3. The Executive Director is authorized to disburse the Funds, at his discretion, on a reimbursement basis or directly to vendors, upon presentation of invoices and satisfactory documentation, subject to the availability of funding, from the SEOPW Tax Increment Fund, entitled “Other Grants and Aids” Account No. 10050.920101.883000.0000.00000 to Poinciana Village for repairs to the Property.

Section 4. The Executive Director is authorized to negotiate and execute an agreement, including all documents necessary, all in forms acceptable to the General Counsel for said Purpose.

Section 5. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

~~Vincen T Brown, Staff Counsel~~ 4/20/2023

~~Vincen T Brown, Staff Counsel~~ 3/3/2023

**SOUTHEAST OVERTOWN/PARK WEST  
COMMUNITY REDEVELOPMENT AGENCY  
INTER-OFFICE 4/5ths RECOMMENDATION**

**To:** Board Chair Christine King  
and Members of the SEOPW CRA Board

**Date:** April 27, 2023

**File:**

**Subject:** 4/5<sup>th</sup>s Bid Waiver to Poinciana Village  
Condominium Association, Inc.

**From:** James McQueen  
Executive Director

**References:**

**Enclosures:** File # 13611

**BACKGROUND:**

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”) by a four-fifths (4/5<sup>th</sup>s) affirmative vote, after an advertised public hearing, ratifying, approving, and confirming the Executive Director’s recommendation and finding that competitive negotiation methods and procedures are not practicable or advantageous pursuant to sections 18-85 and 18-86 of the code of the City of Miami, Florida, as amended, as adopted by the SEOPW CRA; waiving the requirements for competitive sealed bidding as not being practicable or advantageous to the SEOPW CRA; authorizing the allocation of funds to Poinciana Village Condominium Association, Inc. (“Poinciana Village”), in an amount not to exceed \$500,000.00 (“Funds”) for elevator modernization, concrete restoration, and exterior building painting to Poinciana Village located at 201 and 269 N.W. 7<sup>th</sup> Street, Miami, Florida 33136 (the “Property”).

Built in phases during the 1980’s and 1990’s for the purpose of inspiring homeownership, wealth building and stimulating economic development in a challenged community, Poinciana Village is a condominium complex consisting of 64, two and three-bedroom units. Poinciana Village represents one of the few communities in the Redevelopment Area for homeowners, many of which have owned and resided in their units since its development. Poinciana needs several costly improvements including roof replacement, 25-year elevator modernization/replacement, concrete restoration, mailbox replacement, and exterior painting. Poinciana Village has initiated the process to secure a private loan for funding to cover costs on some of these items but is requesting assistance from the SEOPW CRA for the elevator work and exterior concrete repairs and painting. The requested funding of \$500,000.00 from the SEOPW CRA is part of a larger Poinciana Village project which totals over \$1,385,000.00.

**RECOMMENDATION:**

Poinciana Village is one of the few communities in the Redevelopment Area for homeowners. Preserving safe, secure, and affordable homeownership is vital to redevelopment efforts. As a result, the Executive Director recommends approval of a bid waiver.

**Southeast Overtown/Park West Community Redevelopment Agency**

**NOTICE OF PUBLIC HEARING**

The Board of Commissioners (“Board”) of the Southeast Overtown/ Park West Community Redevelopment Agency (“SEOPW CRA”) will hold a Public Hearing on Thursday, April 27, 2023, at 10:00 a.m. or anytime thereafter in the City Commission chambers located at Miami City Hall, 3500 Pan American Drive, Miami, Florida 33133. The Board will consider the award a loan to **The Poinciana Village Condominium Association, Inc.**, a legal entity authorized to transact business/render services in the State of Florida, to underwrite costs associated with elevator modernization and exterior building painting to Poinciana Village Condominiums located at 201 and 269 N.W. 7<sup>th</sup> Street, Miami, Florida 33136.

In accordance with the SEOPW CRA 2018 Redevelopment Plan Update (“Plan”) and Florida Statutes 163, the Board will consider a loan, in an amount not to exceed Five Hundred Thousand Dollars and Zero Cents \$500,000.00 (“Funds”) associated with the renovation and rehabilitation for buildings built during the 1980’s and 1990’s.

Inquiries regarding this notice may be addressed to James McQueen, Executive Director, SEOPW CRA, at (305) 679-6800.

This action is being considered pursuant to Sections 18-85 (a) of the Code of the City of Miami, Florida as amended (“Code”). The recommendation and findings to be considered in this matter are set forth in the proposed resolution and in Code Sections 18-85 (a), which are deemed to be incorporated by reference herein, and are available as with the scheduled SEOPW CRA Board meeting of Thursday, April 27, 2023, at 10:00 a.m. or anytime thereafter in the City Commission chambers located at Miami City Hall, 3500 Pan American Drive, Miami, Florida 33133.

All comments and questions with respect to the meeting and remote public participation should be addressed to James McQueen, Executive Director, at 819 N.W. 2<sup>nd</sup> Avenue, 3rd Floor, Miami, Florida 33136, (305) 679-6800. Should any person desire to appeal any decision of the Board with respect to any matter considered at this meeting, that person shall ensure that a verbatim record of the proceedings is made, including all testimony and evidence upon which any appeal may be based (F.S. 286.0105).

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in this proceeding may contact the Office of the City Clerk at (305) 250-5361 (Voice) no later than five (5) business days prior to the proceeding. TTY users may call via 711 (Florida Relay Service) no later than five (5) business days prior to the proceeding.



Todd B, Hannon  
Clerk of the Board  
Ad No.40286

**The Poinciana Village Condominium Association Inc.**

**201 & 269 NW 7<sup>th</sup> Street**

**Miami – FL 33136**

January 20, 2023

**Southeast Over-town Park West Community Redevelopment Agency  
825 NW 2nd Ave  
Miami, Fl. 33136**

To Director of Southeast Over-Town Park West Community Redevelopment Agency:

As President of Poinciana Village Condominium Association, I would like to thank you and your Staff for graciously accepting the meeting with us this past January 4<sup>th</sup>, 2023 and heard our concerns.

As you know this Association is located at 201 and 269 NW 7 Street, Poinciana Village Condominium an it was established in 1988 and is one of the oldest homesteads in Historic Over-town. Per presented reports the buildings have weathered 34 years standing central to construction occurring all around them, and now, is in dire need of structural, protective and decorative uplift with the following projects:

1. Building Painting (3 buildings)
2. Elevators Modernization (2)

For that reason, we would like to express our joy and gratitude for your contribution towards these projects that will be in an amount not to exceed the \$500,000.00.

The association fees are currently \$438.00 per month, monthly operating account is approximately \$30,000,00 and monthly expenses are \$28,000.00, which sometimes this allows us to have the opportunity to add to the Reserves when possible. Unfortunately, we have experienced a series of roofing, concrete, electrical and plumbing repairs, as well as assisting some homeowners with their home damages due to leaks or losses from common areas, especially for the past couple of years.

We continue to demonstrate an ability to maintain the operational upkeep, however; these above detailed expenses are the result of an aging building in need of upgrades.

We all want to thank you in advance for your consideration and for any assistance you can provide to our Association.

**Association Board of Directors**

*Kaye Johnson-President*

*Rose Watts-Vice President*

*Daniella Corvalan-Treasurer*

*Ralph Supplice -Secretary*

*Barbara Cornaccia- Director*

**Amaran Group, LLC.**  
**2342 West 79 Street**  
**Hialeah, Florida 33016**  
**786-609-0005**



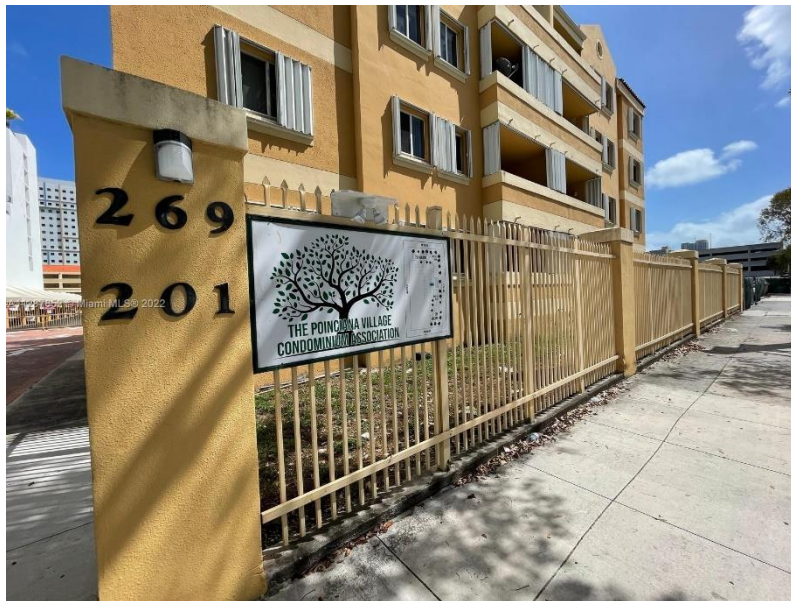
## CONTRACT AGREEMENT

**i** This AGREEMENT is made as of Janury 26,2023 between Amaran Group, LLC and The Poinciana Village Condominium Association, Inc.

Client: **The Poinciana Village Condominium Association**

Project physical address : **201-269 NW 7 St Miami, FL 33136**

Contractor agrees to furnish all material, labor, tools, equipment, supervision, and administration necessary to fully perform and complete the following scope of work in its entirety. Contractor agrees to perform all work in a professional, workmanlike manner according to required building codes and standard practices.



Attachment: File # 13611 - Backup (13611 : 4/5ths Bid Waiver to Poinciana Village Condominium Association, Inc.)



## SCOPE OF WORK

### **CONCRETE RESTORATION**

- All work to be performed walkthrough
- Provide and install all required shoring and safety equipment.
- Demo /Remove any loose concrete debris for affected areas.
- Wire bush hand tool or power tool with circular wire brush to all re-bars found to be exposed or detect.
- Coat rebar/steel with rust inhibitor.
- Apply bonding agent to affected areas.
- Apply concrete to all affected areas.
- Waterproof and seal all previously mentioned affected areas.
- Materials, labor and equipment are included.
- All debris will be removed and all areas will be clean and free of dust.

### **BUILDING EXTERIOR PAINTING**

#### **Pressure Clean:**

Pressure wash all exterior building stucco surfaces with a minimum 3000 psi pressure washer up to remove all loose paint, peeling, blistering, excess chalk and any other foreign matter to properly execute coating.

#### **Mildew:**

All mildew will be pre- treated with a mildewcide/fungicide cleaner to be able to prime properly.

#### **Primer:**

Seal all mentioned above areas, primer is used to bind any light chalk, minor peeling, or any other foreign matter still left after the pressure wash, and will provide a sound surface for the finish coat to adhere.

#### **Cracks:**

Cracks less than 1/16" shall be filled with brush grade **Elastomeric Patching Compound**, and have the edges feathered to insure a uniform surface with the surrounding surfaces. All masonry cracks greater than 1/16" shall be tooled out to form a 'v' shape. Completely fill all cracks with knife grade **Elastomeric Patching compound** over the patch to cover it to a depth of 1/16" then feathered to blend in with the surrounding stucco surface and texture as closely as possible.

#### **Caulk:**

All window and doors frames and other previously caulked areas shall be checked for caulk deterioration and re-caulk as needed .

All deteriorating caulking shall be repaired as well as any dirt or foreign matter, and then all caulking joints will be completely caulked according to the manufacturer’s recommendations.

**Stucco Repairs:**

Minor loose or missing stucco up to 6” will be removed and replace by chipping out enough concrete up to match existing stucco texture to adequately expose enough of the metal to be able to prime properly. **(Included in total price).**

**Coating and Applications:**

Apply finish coat with a wet film thickness of 4.0 mils wet to achieve 1.44 mils dry film thickness to the mentioned above surfaces. Finish coat will be rolled or sprays as needed with **RESILIENCE 10 YEARS WARRANTY ON LABOR AND MATERIAL PROVIDED BY SHERWIN WILLIAMS.**

**ENTRANCE AND EXIT GATE WILL BE PAINT WITH ELECTROSTATIC PAINT METHOD**

**INCLUSIONS:**

- 1-All stucco exterior walls including interior side of the buildings.
- 2-All exterior mechanicals and unit entrance doors if all fallows same pattern.
- 3- Walkways floors if they are previously paint.
- 4-All perimeter columns.

**EXCLUSIONS:**

- 1-Windows and sliding doors frames.
- 2-Light fixtures and or poles.
- 3-Screned balconies or patio where access is not allowing.
- 4- Owner’s ornamental decorative railing.
- 5-Club house
- 6-Parking Lot
- 7-Any other areas not mentioned above.
- 8-Shutters

**No change order or additional charges will be summited in the course of the project.**

**TOTAL PAINTING PRICE: .....\$339,999.00**

**PAYMENT SCHEDULE**

At contract sign .....	\$20,000.00
After first building pressure clean.....	\$80,000.00
At completion of first building concrete restoration.....	\$40,000.00
At completion of first building .....	\$50,000.00
At commencement of second building .....	\$80,000.00
At completion of second building concrete restoration.....	\$60,000.00
At job completed .....	\$9,000.00

**Notes:**

- City permit fees is not included in total price.
- Our company provides workers compensation, general liability and auto liability insurance, labor, materials and sales taxes are included in this price. This work is to be done with permit as approved by owner.
- This contract is subject to delays if any material is missing from the supply or the workers are affected the COVID-19.

Work will be performed during regular business hours excluding Holidays and weekends Monday thru Friday 8:00AM to 4:30PM. Saturdays or Sundays is needed coordination and approval from board of directors and contractor is needed.

# Poinciana Village Condominiums



## Elevator Modernizations 2 Units

Prepared for:

Poinciana Village  
Marcos Osores  
Property Manager  
201 & 269 NW 7th ST  
Miami, FL 33136  
(786) 797 - 6950

INITIALS: *KS*

Attachment: File # 13611 - Backup (13611 : 4/5ths Bid Waiver to Poinciana Village Condominium Association, Inc.)



## ELEVATOR MODERNIZATION AGREEMENT

### Hydraulic Elevator Modernization

#### Elevator Serial #'s:

42329, 42407

**Purchaser:** Poinciana Village Condominiums  
201 & 269 NW 7th ST  
Miami, FL 33136

**Location:** Poinciana Village  
201 & 269 NW 7th ST  
Miami, FL 33136

**By:** Vicente Martinez  
FIJI Elevator Company  
7351 Wiles RD, Suite 204  
Coral Springs, FL 33067  
Cell: (305) 968-9833 Email:  
vicente.martinez@fijielevator.com

**Date:** January 03, 2023

INITIALS:

KS

## SCOPE:

## CONTROLLER

- New non-proprietary controller
- New machine room wiring
- New cabinet
- New hoistway leveling/landing system

## GOVERNOR

- Battery Lowering

## PUMP UNIT

- New Pump unit
- New Hydraulic oil
- New Oil Threader Setup
- New Shutoff valve kits
- Retain Oil Feed line
- New Isolation Couplings

## CAR ENCLOSURE

- New guide shoes
- New slide guides

## DOORS AND DOOR EQUIPMENT -

- New door operator kit
- New proximity edge
- New door restrictor kit
- New hatch and car-side door tracks
- New hanger rollers
- New pick-up rollers
- New spirators
- New interlocks
- New gate switch

## FIXTURES

- New fixtures include:
  - Car fixtures, braille, plates, digital position indicators, custom key switch package, service cabinet
- Refurbish toe guards
- New high performance fan
- New car position indicators
- New car lanterns
- New emergency lighting
- New emergency wireless phone systems

## HALL AND LOBBY FIXTURES

- New stainless steel vandal proof hall stations
- New egress hall stations and braille
- New hoistway access stations
- New jamb braille

## HOIST WIRING

- New traveling cables
- New hoist wiring
- New raceway / piping

## PIT

- Refurbish spring buffers
- Cleaning and painting of pit
- New pit ladder as required
- New jack Packing

INITIALS: 

### PART 3 - MODERNIZATION EQUIPMENT FEATURES

#### 1. CAR

- The existing car frame assembly will be retained.
- Furnish and install new guide shoes.

#### 2. CAR ENCLOSURE -

- (Finish TBD by Purchase)
- SS rail with returned ends handrail.
- Return, vented kick plate and reveals.
- Ceiling lighting, a modular down ceiling w/ 6 LED lights.
- Cab Door finished brushed stainless steel #4.

#### 3. CAR SIGNAL FEATURES

- Furnish and install new applied car operating panel finished in brushed stainless steel #4, at proper code and ADA height. Car operating panels will include:
- Round Stainless Steel, LED Ring Vandal Resistant Pushbuttons, with Braille
- Keyed stop switch
- Door open, door close & door hold buttons
- Independent service key switch
- ADA emergency phone, hands free
- Fan/light key switch
- Alarm button
- Fire Service Phase II cabinet in station
- Digital position indicator
- Emergency lighting fixture
- Fire Service cabinet w/ instructions
- Capacity denotation
- Certificate Frame

#### 4. CONTROL & DRIVE SYSTEMS

- The existing obsolete controller will be replaced with a state-of-the-art microprocessor-based control system. The system will be field programmable and will meet all requirements as outlined the ANSI-A17 2010 code for elevators and escalators as well as all state and local codes.
- Hydraulic controller is a closed loop variable voltage variable frequency type automatic two-way leveling. The controller will have a solid state AC motor drive. The solid state power control shall be closed-loop design and shall provide the power output for the AC hoist motor. It shall be a compact self-contained unit that will provide step-less acceleration and deceleration and provide regulation at all speeds. The controller shall provide the required electrical operation of the elevator control system including the automatic application of the brake, which shall bring the car to rest upon failure of power.
- This controller is *NON-PROPRIETARY* and can be serviced by any competent traction elevator mechanic.
- Furnish and install car top Inspection Station.
- Furnish and install new Landing System.

#### 5. DOORS & ENTRANCES -

- Furnish and install new GAL door operator.
- Furnish and install car side clutch.
- Furnish and install new door restrictor.
- Retain car door headers and tracks.
- Furnish and install all new hanger rollers, pickup rollers, gibs, and fire safety retainer tabs.
- Furnish and install new interlocks and car gate.
- Adjust doors for smooth operation.
- Existing hoist-way elevator door frames will be clad with SS finish.
- Furnish and install new 20 gauge door panels.
- New key-holes with escutcheons provided on hoist doors.

INITIALS:

KJ

6. HALL SIGNAL FIXTURES

- Furnish and install new surface mount hall push-button stations with key switches and light up push buttons at the proper code and ADA height. Lobby Station will include Fire Service Phase I and car position indicators.
- Furnish and install code required hoist-way entrance jamb Braille. There will be two (2) per entrance frame and they will be located 60" above the finished floor.

7. MACHINE & MOTORS

- The new pumping unit will be equipped with state-of-the-art submersible unit that will include new motor, pump, hydraulic valve, and muffler type motor that will greatly improving the overall performance of the elevator(s).

8. PIT EQUIPMENT

- New shut-off valve installed on oil feed line.
- The existing pit equipment will be cleaned and painted.
- Furnish and install a new pit stop switch. Pit stop switches prevent unexpected elevator movement and provide an alternative means of shutting off the elevator.

9. WIRING

- Furnish and install new machine room and hoist-way wire, existing raceways and conduit to be replaced as needed.
- Furnish and install new hoist-way and car wiring.
- Furnish and install new traveling cables.

10. MISCELLANEOUS WORK

- The existing buffer shall be retained and checked for proper consistency, rust shall be removed from buffer spring, buffer support and pit channels.
- Furnish and Install new toe guards, where required.
- Furnish and Install car top exhaust fan, and escape hatch switch safeties.

13. Hoistway Equipment

- Furnish and install new car guides.
- Furnish and install new normal and final terminal stopping devices.
- Furnish and install new emergency terminal stopping device.

**PART 4 – INSTALLATION SEQUENCE AND SCHEDULE**

1. WORK HOURS

All work will be performed during regular business hours Monday through Friday 8:00am – 4:30pm.

2. OUT OF SERVICE

Elevator will be performed consecutively and not simultaneously. Elevator will be out of service in the performance of the work as specified in section 3.

3. SCHEDULE

Prior to commencing work, a work schedule will be submitted to the Purchaser. Work will not commence until the schedule has been mutually agreed, in writing, to by both Parties.

At the time this proposal was drafted, the following lead time and schedules are considered upon contract execution:

Phase 1 – Engineering & Drawings:	2 Weeks
Phase 2 – Material Arrival:	12 -14 Weeks
Phase 3 – Substantial Completion of Car:	3 - 4 Weeks
Phase 4 — Completion of Cab Interior:	1 Week
Phase 4 – Final Inspection:	1-2 Days

INITIALS: KJ

Attachment: File # 13611 - Backup (13611 : 4/5ths Bid Waiver to Poinciana Village Condominium Association, Inc.)



## PART 5 – TESTS

### 1. EMERGENCY FIRE SERVICE

Perform Phase I and Phase II Fire Service tests to conform to applicable codes.

### 2. REQUIRED TESTS

All required tests are to be performed during the regular working hours of the elevator trade. Should the Purchaser require these tests to be performed outside the regular working hours, there will be an added cost to the quoted contract amount.

### 3. TEST REPORTS

Completed copies of test reports will be provided to the Purchaser.

## PART 6 - CLEAN UP, PURCHASER INSPECTION, & REMOBILIZATION

### 6.01 CLEAN UP

FIJI Elevator will remove all debris resulting from work on this contract. In addition, we will remove from the project site all equipment and unused or removed materials and restore building and premises to a neat, clean appearance.

### 6.02 INSPECTION

All materials and workmanship will be subject to inspection or testing. The Purchaser will have the right to reject defective or inferior material or workmanship installed under this contract and may require the correction of such without additional cost to the Purchaser.

### 6.03 REMOBILIZATION

The performance of the work hereunder is conditioned on your performing of the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our current labor rates.

## PART 7 – WORK NOT INCLUDED

This proposal does not include the following work, and is conditioned on the proper performance of such work by the Owner. A legal hoistway, properly framed and enclosed, and including a pit of proper depth provided with ladder, sump pump, lights, access doors and waterproofing, and as required and dewatering of pit(s) when necessary. A legal machine room(s), adequate for the elevator equipment, including floors, trap doors, gratings, foundations, lighting, ventilation and heat to maintain the room at an ambient temperature of 50 degrees Fahrenheit, minimum 90 degrees Fahrenheit maximum, non-condensing. Adequate supports and foundations to carry the loads of all equipment, including support for guide rail brackets. Adequate bracing of entrance frames to prevent distortion during wall construction. When required, divider beams at suitable points shall be provided for guide rail bracket support. It is agreed that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, you will monitor our work place and prior to and during our manning of the job, you will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event our employees or those of our subcontractors are exposed to an asbestos hazard, PCP's or other hazardous substances, you agree to indemnify, defend, and hold us harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Removal and disposal of asbestos containing material is the responsibility of the contractor. All sill supports, including steel angles where required, and sill recesses (if sill angles not supplied by Elevator Contractor) and the grouting of door sills. Provide O.S.H.A. compliant removable temporary enclosures or other protection (barricades and kickboards) from open hoistways during the time the elevator is being installed (protection must allow clearance for installation of entrance frames). Proper trenching and backfilling for any underground piping and/or conduit, Cutting and patching of walls, floors, etc., and removal of such obstructions as may be necessary for proper installation of the elevator. Setting anchors and sleeves. Pockets or blockouts for signal fixtures. Structural steel door frames with extensions to beam above if required on hoistway sides and sills for freight elevators, including finish painting of these items. Suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. Wiring to controller for car lighting. (Per N.E.C. Articles 620-22 and 620-51). Electric power without charge, for construction, testing and adjusting of the same characteristics as the permanent supply. A means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room will be furnished by the electrical contractor.

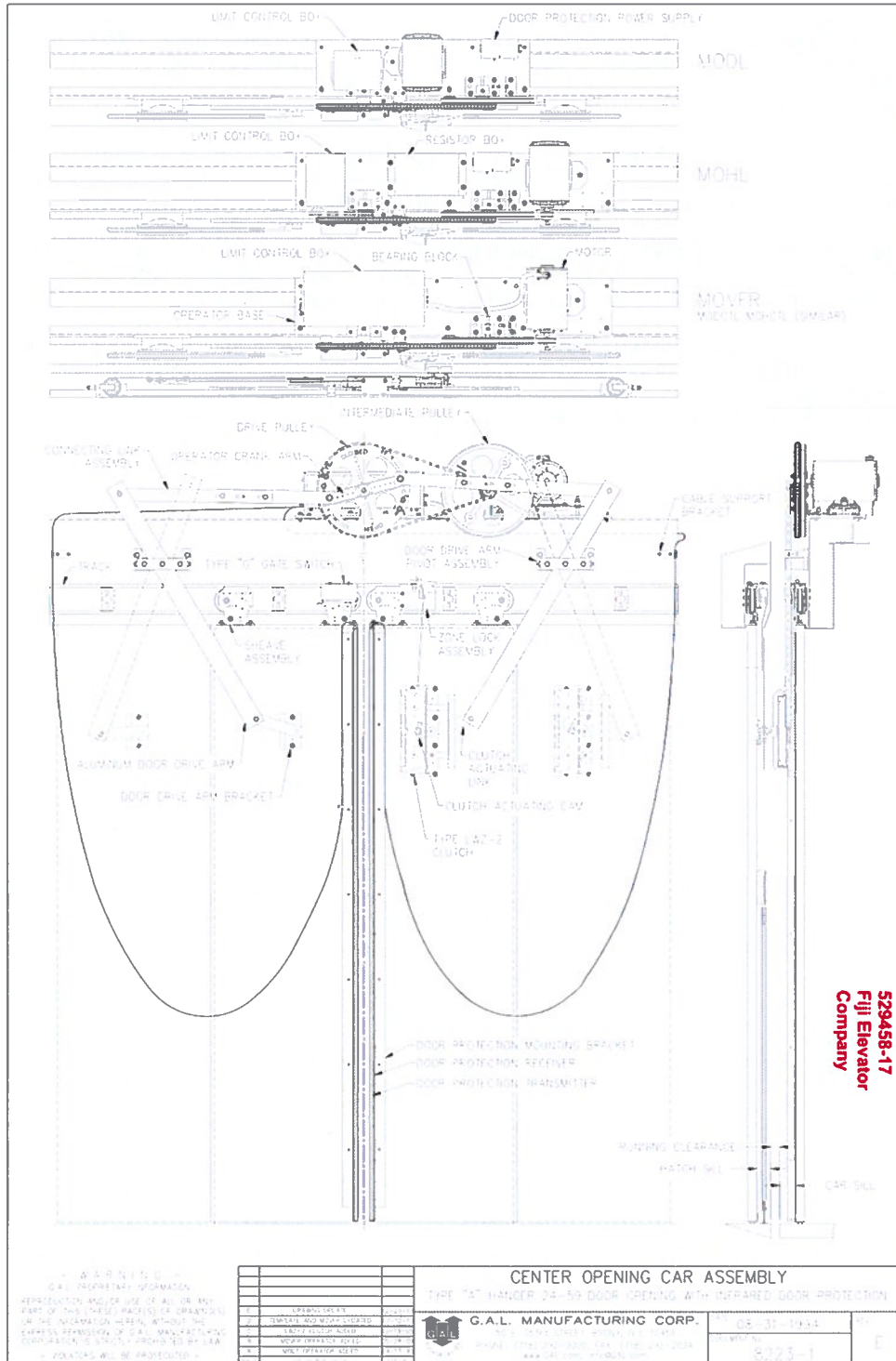
INITIALS: 

PART 10 - ILLUSTRATIONS

# Elevator Door Equipment

## GAL MOVFR

### CAR DOOR and HOIST DOOR EQUIPMENT



INITIALS: **KJ**

Attachment: File # 13611 - Backup (13611 : 4/5ths Bid Waiver to Poinciana Village Condominium Association, Inc.)

## Hydraulic Pump Unit

### REPLACEMENT OF CONTAMINATED PUMP

Pump unit with to be replaced with new self contained submersible pumps.  
Includes new shutoff valve, self contained pump, muffler, and valve.  
(Included)



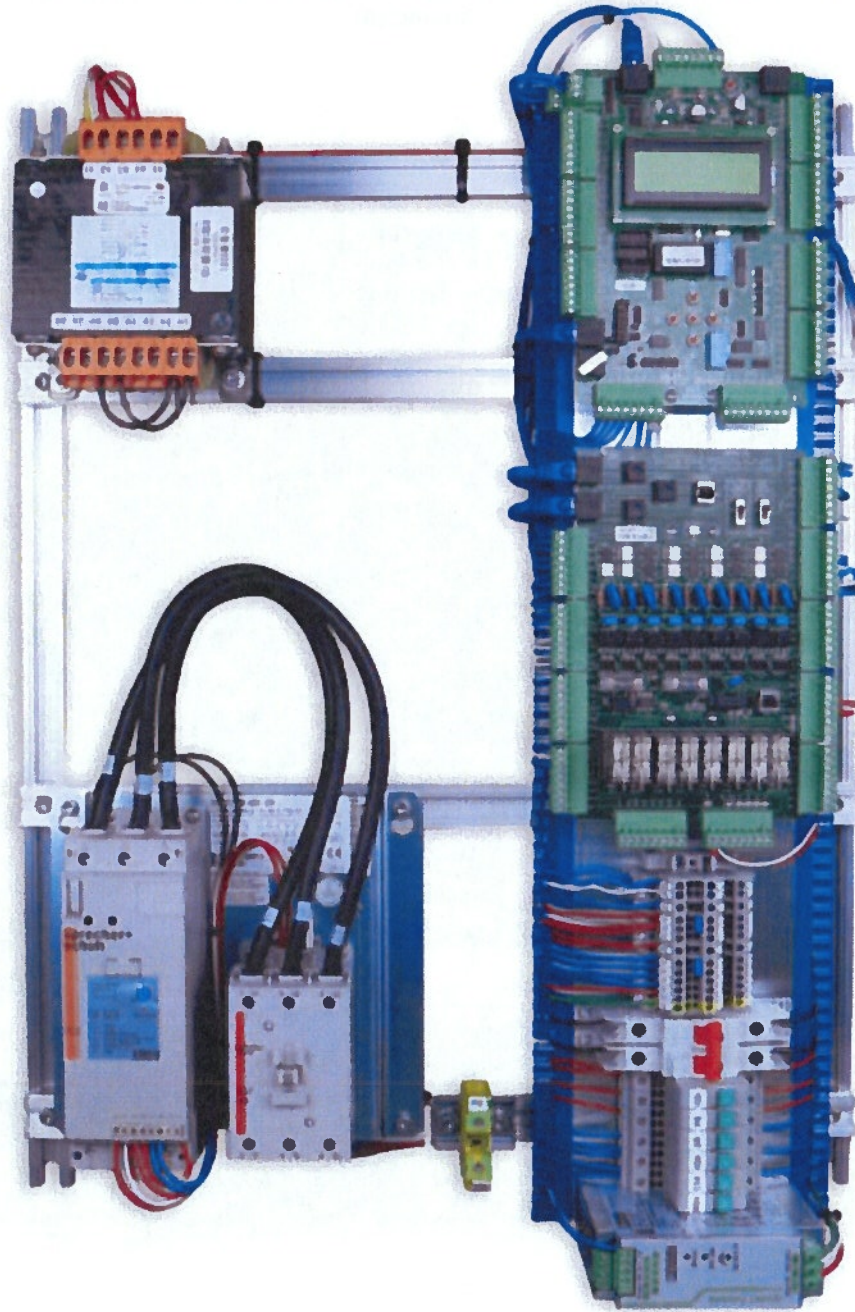
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INITIALS: KJ

Attachment: File # 13611 - Backup (13611 : 4/5ths Bid Waiver to Poinciana Village Condominium Association, Inc.)

# Hydraulic Controller

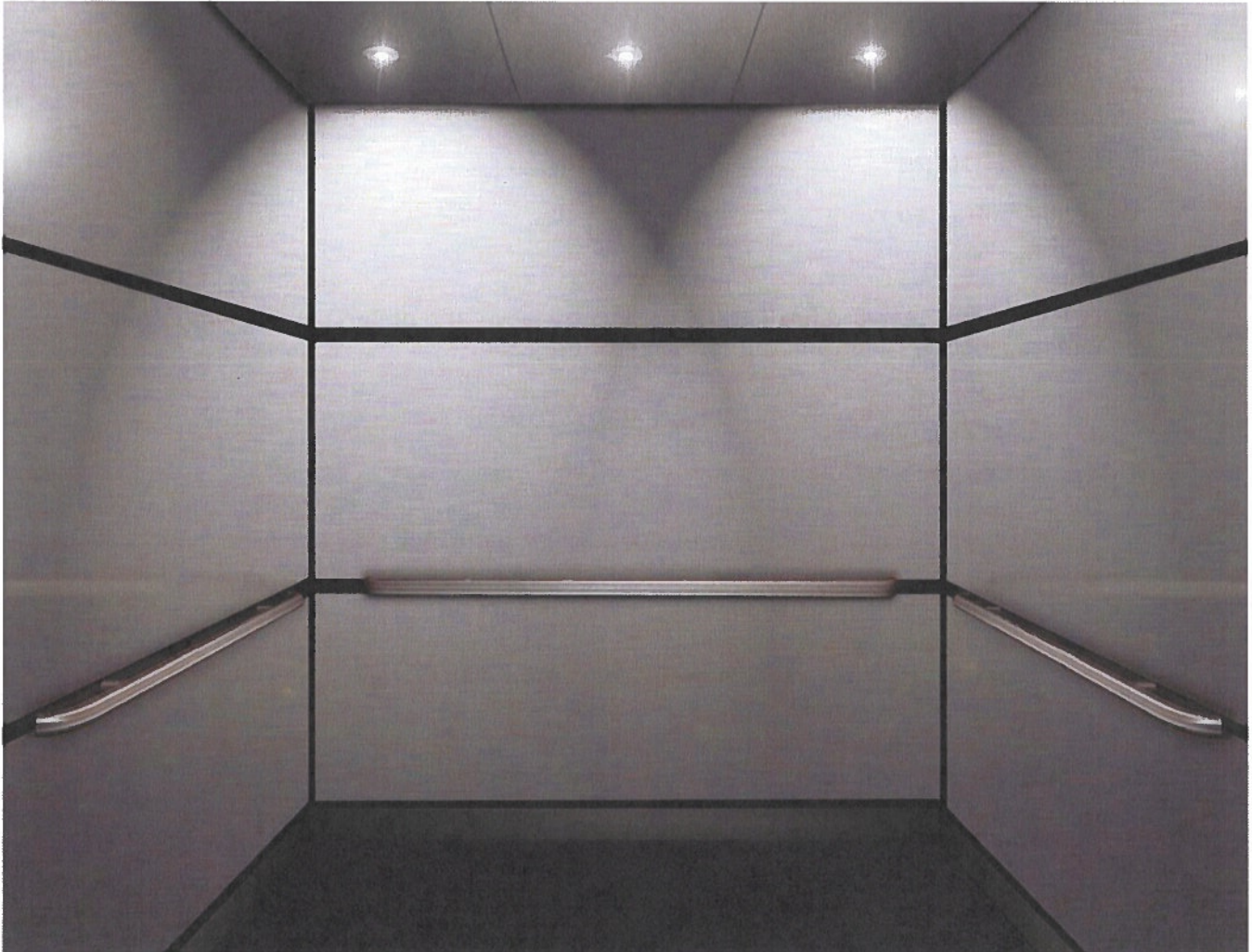
One of the only hydraulic elevator controllers on the market with velocity and distance feedback along with serial communication. It reduces valve adjustment time by showing the car's performance on the LCD screen.



INITIALS: KJ

Attachment: File # 13611 - Backup (13611 : 4/5ths Bid Waiver to Poinciana Village Condominium Association, Inc.)

**New Cab Interior:**  
**CUSTOM CAB INTERIOR.**  
(Texture to be selected by purchaser).  
One new interior, interior stainless steel car door.



Standard Cab interior includes one handrail on rear wall, additional handrails not included.

*[Handwritten mark]*

INITIALS: *KJ*

Attachment: File # 13611 - Backup (13611 : 4/5ths Bid Waiver to Poinciana Village Condominium Association, Inc.)

**PART 11 – WORK BY OTHERS**



7351 Wiles Rd, Suite 204, Coral Springs, FL 33067 (888) 266 - 0042

**January 03, 2023**

**Poinciana Village Condominium  
201 & 269 NW 7th ST  
Miami, FL 33136**

**Attn.: Marcos Osoros  
Tel: (786) 797 - 9731**

**WORK BY OTHERS**

**General Contracted Work  
Electrical  
HVAC**

**FIJI Elevator proposes to furnish the necessary labor and materials providing Work by Others as code requirements for elevator upgrade.**

**Description of Work:**

- **General Contracted Work:**
  - a. Furnish and Install fire rated patches and fore stopping by a certified installer any existing holes or voids in the elevator machine room, hoistway and pit to meet code.
  - b. Furnish and Install one (1) fire rated patch on the existing machine room door vent.
  - c. Dedicated earth grounds per elevator machine room.
  - d. Lowering relay contactors.
  - e. Permit provided with this proposal (please allow 4 weeks after the owner information is submitted for permitting)
  - f. Price is Based on re-using main line feeders. (Based on existing motor size)  
Cutting and patching include hoist way machine room and hall fixtures.
  - g. Paint machine room floor and walls.
  - h. Paint pit floor.
  - i. Cleaning and garbage disposal.
  
- **Electrical:** ( All the electrical components in MR and Pit as needed)
  - j. Main line safety switch with rejection clips and RK5 fuse. (Size of disconnect is based on existing Motor size)
  - k. New cab car light safety switches.
  - l. Code compliant machine room light fixtures with protective covers
  - m. GFI receptacles in machine room.
  - n. GFI receptacles in each pit.
  - o. Phone Conduit and wire (connections by other)

INITIALS: *KJ*

- **HVAC:** (1.5 Ton Mini Split Air Conditioner) - GFI Relocation
  - p. Jackhammer concrete to run conduit and Greenfield to exterior location (as approved by client) beside machine room.
  - q. Furnish and install conduit and Greenfield through concrete and seal with appropriate caulking.

**Warranty:**

We warrant all work performed for five years covering parts and labor.

THIS SECTION INTENTIONALLY LEFT BLANK

INITIALS: KS

Attachment: File # 13611 - Backup (13611 : 4/5ths Bid Waiver to Poinciana Village Condominium Association, Inc.)

**PART 12 – PRICE AND PAYMENT SCHEDULE**

**BASE PRICE PER ELEVATOR:**

**ONE HUNDRED TWO THOUSAND NINE HUNDRED NINETY NINE DOLLARS AND  
00/100**

**(\$102,999.00)**

**PURCHASER AGREES TO PAY THE SUM OF:**

**TWO HUNDRED FIVE THOUSAND NINE HUNDRED NINETY EIGHT DOLLARS AND  
00/100**

**(\$205,998.00)**

**PAYMENT SCHEDULE**

1. The first 50% of contract amount is to accompany a signed and dated copy of this proposal. No work will be scheduled or material ordered until the signed proposal and first payment are received.
2. The second 30% of the contract amount is due upon materials delivery either to an agreed upon staging/storage facility or to the job site.
3. The remaining 20% shall be paid upon the substantial completion of each elevator.

**FOR FIJI ELEVATOR COMPANY:**

Vicente Martinez  
(Signature of FIJI Representative)

Vicente Martinez  
(Printed or Typed Name)

Business Development Manager  
(Title)

02/07/2023  
(Date)

**FOR PURCHASER:**

Kaye Johnson  
(Signature of Authorized Representative)

President - Kaye Johnson  
(Printed or Typed Name)

President  
(Title)

2/8/2023  
(Date)

**FIJI ELEVATOR COMPANY APPROVAL:**

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

INITIALS: KJ

Attachment: File # 13611 - Backup (13611 : 4/5ths Bid Waiver to Poinciana Village Condominium Association, Inc.)



GRANT AGREEMENT

A GRANT AGREEMENT (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_ 2023 (“Effective Date”) by and between the SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY, a public agency and body corporate created pursuant to Section 163.356, Florida Statutes (“SEOPW CRA”), and POINCIANA VILLAGE CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation (“Grantee”).

RECITALS

A. WHEREAS, the SEOPW CRA is responsible for carrying out community redevelopment activities and projects within its Redevelopment Area in accordance with the 2018 Southeast Overtown/Park West Community Redevelopment Plan, as amended and restated (the “Plan”); and

B. WHEREAS, Section 2, Goal 3, of the SEOPW Plan lists “encouraging...affordable...housing within the CRA” as a stated redevelopment goal; and

C. WHEREAS, Section 2, Principle 2, of the Plan also provides that “the neighborhood must retain access to affordable housing even as the neighborhood becomes more desirable to households with greater means” as a stated redevelopment principle; and

D. WHEREAS, Section 2, Goal 6, Plan lists “creating housing...designed to improve the quality of life for Overtown residents in the CRA” as a stated redevelopment goal; and

E. WHEREAS, Section 2, Principle 3, of the Plan further provides that “there must be variety in housing options” as a stated redevelopment principle; and

F.

G. WHEREAS, The Poinciana Village Condominium Association, Inc. (“Poinciana Village”), owns the property located at 201 and 269 N.W. 7 th Street, Miami, Florida 33136 (the “Property”); and

H. WHEREAS, the Property is in need of elevator replacement, exterior concrete restoration, and exterior painting (“Purpose”); and

I. WHEREAS, the Board of Commissioners, by Resolution No. CRA-R-22-\_\_\_\_\_, attached hereto as **Exhibit “A”**, authorized the issuance of a grant, in an amount not to exceed Five Hundred Thousand Dollars and No Cents (\$500,000.00), to the Grantee to underwrite costs associated with the Project; and

J. WHEREAS, the parties wish to enter into this Agreement to set forth the terms and conditions relating to the use of this grant;

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the SEOPW CRA and Grantee agree as follows:

1. RECITALS. The Recitals to this Agreement are true and correct and are incorporated herein by referenced and made a part hereof.

2. GRANT. Subject to the terms and conditions set forth herein and Grantee’s compliance with all of its obligations hereunder, the SEOPW CRA hereby agrees to make available to the Grantee the Grant to be used for the purpose and disbursed in the manner hereinafter provided.

3. USE OF GRANT. The Grant shall be used to underwrite construction costs associated with the Project more particularly described in the Scope of Work for the Project and the Project Budget attached hereto as **Exhibit “B”** and **Exhibit “C”** respectively (collectively, the “Scope of Work and Project Budget”), and incorporated herein, which have been approved by the SEOPW CRA and the Grantee.

4. TERM. The term of this Agreement shall commence on the Effective Date written above and shall terminate upon the earlier of one (1) year, full disbursement of Five Hundred Thousand Dollars and No Cents (\$500,000.00), or earlier as provided for herein; provided, however, that the following rights of the SEOPW CRA shall survive the expiration or early termination of this Agreement: to audit or inspect; to require reversion of assets; to enforce representations, warranties, and certifications; to exercise entitlement to remedies, limitation of liability, indemnification, and recovery of fees and costs.

5. DISBURSEMENT OF GRANT.

a. GENERALLY. Subject to the terms and conditions contained in this Agreement, the SEOPW CRA shall make available to Grantee up to Five Hundred Thousand Dollars and No Cents (\$500,000.00). In no event shall payments to the Grantee, under this Agreement, exceed Five Hundred Thousand Dollars and No Cents (\$500,000.00). Payments shall be made to Grantee on a reimbursement basis or directly to vendors on behalf of Grantee, only after the SEOPW CRA has received and approved requests for disbursement in accordance with the SEOPW CRA and Grantee approved Scope of Work and Project Budget.

b. PRE-APPROVAL OF EXPENSES. The Grantee agrees to submit to the SEOPW CRA all requests for the expenditure of Grant funds for pre-approval by the SEOPW CRA. Failure to submit said requests prior to incurring expenses may result in the Grantee bearing the costs incurred. The SEOPW CRA shall review said requests to ensure that the expense sought to be incurred by the Grantee is an expense within the Scope of Work and Project, and the SEOPW CRA reserves the right to deny any and all requests it deems to be outside of the Scope of Work and Project Budget.

c. REQUESTS FOR DISBURSEMENT OF GRANT. All requests for the disbursement of Grant funds by the Grantee shall be certified by the Grantee’s authorized representative. All requests for disbursement of Grant funds must be in writing and must be accompanied by supporting documents reflecting the use of Grant funds and/or expenditures incurred, and that said request is being made in accordance with the Project Budget and for expenditures incurred during the Term of this Agreement, as reflected in **Exhibit “C”**. For purposes of this Agreement, “supporting documentation” may include invoices, receipts, photographs, and any other materials evidencing the expense incurred. The Grantee agrees that all invoices or receipts reflecting the expenses incurred in connection to the Project shall be in the name of the Grantee, and not in the name of the SEOPW CRA in light of the Grantee’s inability to bind the SEOPW CRA to any legal and/or monetary obligation whatsoever. The SEOPW CRA retains the right to request additional supporting documentation, or additional explanation for any and all expenses incurred by the Grantee. Grantee’s failure to provide additional supporting documentation or additional explanation regarding expenses incurred shall serve as grounds for immediate termination of this Agreement, and the Grantee shall bear the costs associated with any expenditures not approved by the SEOPW CRA prior to the date of termination. The Grantee understands and acknowledges that the SEOPW CRA shall not disburse Grant funds for any expense that has not been previously approved by the SEOPW CRA in accordance with Section 5(b) above, and that such expenses shall be borne solely by the Grantee.

d. CASH TRANSACTIONS PROHIBITED. The parties agree that no payment will be made to the Grantee as reimbursement for any Project-specific expenditure paid in cash. Grantee acknowledges that a cash transaction is insufficient per se to comply with record-keeping requirements under this Agreement.

e. NO ADVANCE PAYMENTS. The SEOPW CRA shall not make advance payments to the Grantee or Grantee's vendors for services not performed or for goods, materials, or equipment which have not been delivered to the Grantee for use in connection with the Project.

f. RETAINAGE. The SEOPW CRA shall retain ten (10) percent of all invoice amounts and shall release the same to Grantee or its General Contractor upon Project completion, specifically upon issuance of a Certificate of Occupancy from the City of Miami's Building Department for such portion of the Project.

6. JOB CREATION DURING CONSTRUCTION.

a. SUBCONTRACTOR PARTICIPATION. Grantee shall cause its general contractor to hire not less than twenty percent (20%) of the subcontractors for the Project giving first priority to companies certified as SBE-Construction Services firms by Miami-Dade County pursuant to 10-33.02 of the County Code of Ordinances ("SBE"), whose principal place of business is in the Redevelopment Area, as more particularly described in the Plan, second priority to subcontractors whose principal place of business is in the Redevelopment Area, third priority to SBE firms whose principal place of business is located within the boundaries of the Overtown community which encompasses part of zip code 33136 ("Overtown Community"), fourth priority to subcontractors whose principal place of business is located within the boundaries of the Overtown Community, fifth priority to SBE firms whose principal place of business is located within the City of Miami, and sixth to subcontractors whose principal place of business is located within the City of Miami.

b. LABORER PARTICIPATION. Grantee agrees to cause its general contractor and all subcontractors to hire forty percent (40%) of the labor for the construction of the Project from workers residing in the City of Miami giving first priority to workers residing in the Redevelopment Area, which encompasses part of zip code 33136 and second priority to workers residing in the Overtown Community.

c. REPORT REQUIREMENTS. The Grantee shall be required to submit to the Executive Director monthly reports detailing evidence of compliance with the subcontractor participation requirement and the laborer participation requirement ("Participation Report"). The Participation Report shall contain such information as the Executive Director may reasonably require for the Executive Director to determine whether the Grantee is in compliance with the subcontractor participation requirement and the laborer participation requirement.

d. DISPUTES. In the event of any disputes between the Executive Director and Grantee as to whether any subcontractor has its principal place of business in the City of Miami or whether a laborer resides in the City of Miami, and whether the Grantee has complied with the priority requirements, the Executive Director and Grantee shall proceed in good faith to resolve the dispute. In the event the dispute is not resolved within ten (10) days, either party may submit the dispute to the SEOPW CRA Board of Commissioners for resolution. The decision of the SEOPW CRA Board of Commissioners shall be binding on the parties.

7. COMPLIANCE WITH POLICIES AND PROCEDURES. The Grantee understands that the use of the Grant is subject to specific reporting, record keeping, administrative, and contracting guidelines and other requirements affecting the SEOPW CRA's activities in issuing the Grant. SEOPW CRA agrees to provide notice of said guidelines and other requirements to the Grantee in advance of requiring compliance with same. Without limiting the generality of the foregoing, the Grantee represents and warrants that it will comply, and the Grant will be used in accordance with all applicable federal, state, and local codes, laws, rules, and regulations.

8. REMEDIES FOR NON-COMPLIANCE. If Grantee fails to perform any of its obligations or covenants hereunder, or materially breaches any of the terms contained in this Agreement, the SEOPW CRA shall have the right to take one or more of the following actions:

- a. Withhold cash payments, pending correction of the deficiency by Grantee;
- b. Recover payments made to Grantee;
- c. Disallow (that is, deny the use of the Grant for) all or part of the cost for the activity or action not in compliance;
- d. Withhold further awards for the Project; or
- e. Take such other remedies that may be legally permitted.

9. RECORDS AND REPORTS/AUDITS AND EVALUATION.

a. PUBLIC RECORDS; MAINTENANCE OF RECORDS. This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. The parties understand the broad nature of these laws and agree to comply with Florida's Public Records Laws, and laws relating to records retention. Moreover, in furtherance of the SEOPW CRA's audit rights in Section 9(c) below, the Grantee acknowledges and accepts the SEOPW CRA's right to access the Grantee's records, legal representatives' and contractors' records, and the obligation of the Grantees to retain and to make those records available upon request, and in accordance with all applicable laws. The Grantee shall keep and maintain records to show its compliance with this Agreement. In addition, the Grantee's contractors and subcontractors must make available, upon the SEOPW CRA's request, any books, documents, papers, and records which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. The Grantee, its contractors and subcontractors shall retain records related to this Agreement or the Project for a period of five (5) years after the expiration, early termination, or cancellation of this Agreement.

b. REPORTS. The Grantee shall deliver to the SEOPW CRA reports relating to the use of the Grant as requested by the SEOPW CRA, from time to time and as detailed herein. Failure to provide said reports shall result in Grant funds being withheld until the Grantee has complied with this provision. Thereafter, continued failure by the Grantee in providing such reports shall be considered a default under this Agreement.

c. AUDIT RIGHTS. The SEOPW CRA shall have the right to conduct audits of the Grantee's records pertaining to the Grant and to visit the Project, in order to conduct its monitoring and evaluation activities. The Grantee agrees to cooperate with the SEOPW CRA in the performance of these activities. Such audits shall take place at a mutually agreeable date and time.

d. FAILURE TO COMPLY. The Grantee's failure to comply with these requirements or the receipt or discovery (by monitoring or evaluation) by the SEOPW CRA of any inconsistent, incomplete, or inadequate information shall be grounds for the immediate termination of this Agreement by the SEOPW CRA.

10. REPRESENTATIONS; WARRANTIES; CERTIFICATIONS. The Grantee represents, warrants, and certifies the following:

a. INVOICES. Invoices for all expenditures paid for by Grant shall be submitted to the SEOPW CRA for review and approval in accordance with the terms set forth in this Agreement. The Grantee, through its authorized representative, shall certify that work reflected in said invoices has, in fact, been performed in accordance with the Scope of Work and Project Budget set forth in **Exhibits "B" and "C"**.

b. EXPENDITURES. Funds disbursed under the Grant shall be used solely for the Project in accordance with the Scope of Work and Project Budget set forth in **Exhibits "B" and "C"**. All expenditures of the Grant will be made in accordance with the provisions of this Agreement.

c. SEPARATE ACCOUNTS. The Grant shall not be co-mingled with any other funds, and separate accounts and accounting records will be maintained.

d. POLITICAL ACTIVITIES. No expenditure of Grant funds shall be used for political activities.

e. LIABILITY GENERALLY. The Grantee shall be liable to the SEOPW CRA for the amount of the Grant expended in a manner inconsistent with this Agreement.

f. AUTHORITY. This Agreement has been duly authorized by all necessary actions on the part of, and has been, or will be, duly executed and delivered by the Grantee, and neither the execution and delivery hereof, nor compliance with the terms and provisions hereof: (i) requires the approval and consent of any other party, except such as have been duly obtained or as are specifically noted herein; (ii) contravenes any existing law, judgment, governmental rule, regulation, or order applicable to or binding on any indenture, mortgage, deed of trust, bank loan, or credit agreement, applicable ordinances, resolutions, or on the date of this Agreement, any other agreement or instrument to which the Grantee is a party; or (iii) contravenes or results in any breach of, or default under any other agreement to which the Grantee is a party, or results in the creation of any lien or encumbrances upon any property of the Grantee.

11. NON-DISCRIMINATION. The Grantee, for itself and on behalf of its contractors and sub-contractors, agrees that it shall not discriminate on the basis of race, sex, color, religion, national origin, age, disability, or any other protected class prescribed by law in connection with its performance under this Agreement. Furthermore, the Grantee represents that no otherwise qualified individual shall, solely, by reason of his/her race, sex, color, religion, national origin, age, disability, or any other member of a protected class be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving financial assistance pursuant to this Agreement.

12. CONFLICT OF INTEREST. The Grantee is familiar with the following provisions regarding conflict of interest in the performance of this Agreement by the Grantee. The Grantee covenants, represents, and warrants that it will comply with all such conflict-of-interest provisions:

- a. Code of the City of Miami, Florida, Chapter 2, Article V.
- b. Miami-Dade County Code, Section 2-11.1.

13. CONTINGENCY. Funding for this Agreement is contingent on the availability of funds and continued authorization for Project activities and is subject to amendment or termination due to lack of funds or authorization, reduction of funds, or change in regulations. The SEOPW CRA shall not be liable to the Grantee for amendment or termination of this Agreement pursuant to this Section.

14. MARKETING.

a. PUBLICATION. In the event the Grantee wishes to engage in any marketing efforts, the Grantee shall, if approved by the SEOPW CRA in accordance with Section 14(b) below, produce, publish, advertise, disclose, or exhibit the SEOPW CRA's name and/or logo, in acknowledgement of the SEOPW CRA's contribution to the Project, in all forms of media and communications created by the Grantee for the purpose of publication, promotion, illustration, advertising, trade, or any other lawful purpose, including but not limited to stationary, newspapers, periodicals, billboards, posters, email, direct mail, flyers, telephone, public events, and television, radio, or internet advertisements, or interviews.

b. APPROVAL. The SEOPW CRA shall have the right to approve the form and placement of all acknowledgements described in Section 14(a) above, which approval shall not be unreasonably withheld.

c. LIMITED USE. The Grantee further agrees that the SEOPW CRA's name and logo may not be otherwise used, copied, reproduced, altered in any manner, or sold to others for purposes other than those specified in this Agreement. Nothing in this Agreement, or in the Grantee's use of the SEOPW CRA's name and

logo, confers or may be construed as conferring upon the Grantee any right, title, or interest whatsoever in the SEOPW CRA's name and logo beyond the right granted in this Agreement.

d. SEOPW CRA CONSTRUCTION SIGN. The Grantee shall display, and cause to be displayed, at the Property, in a prominent, most visible area to the public, a sign displaying the SEOPW CRA logo, and the SEOPW CRA's monetary contribution to the Project ("Construction Signage"). The Grantee shall display, and cause to be displayed, the Construction Signage until the Project is complete. The Construction Signage shall be paid for by the Grantee and the Construction Sign specifications will be provided by the SEOPW CRA. The SEOPW CRA shall approve the location of the Construction Sign prior to its installation.

15. DEFAULT. If the Grantee fails to comply with any term or condition of this Agreement or fails to perform any of the Grantee's obligations hereunder, and the Grantee does not cure such failure within thirty (30) days following receipt of written notice from the SEOPW CRA that such failure has occurred, then the Grantee shall be in default. Upon the occurrence of such default hereunder the SEOPW CRA, in addition to all remedies available to it by law, may immediately, upon written notice to the Grantee, terminate this Agreement whereupon all payments, advances, or other compensation paid by the SEOPW CRA directly to the Grantee and utilized by the Grantee in violation of this Agreement shall be immediately returned to the SEOPW CRA. The Grantee understands and agrees that termination of this Agreement under this section shall not release the Grantee from any obligation accruing prior to the effective date of termination.

16. NO LIABILITY. In consideration for the Grant, the Grantee hereby waives, releases, and discharges the SEOPW CRA, the City of Miami, its officers, employees, agents, representatives, or attorneys, whether disclosed or undisclosed, any and all liability for any injury or damage of any kind which may hereafter accrue to the Grantee, its officers, directors, members, employees, agents, representatives, with respect to any of the provisions of this Agreement or performance under this Agreement. Any liability of the SEOPW CRA under this Agreement shall be subject to the limitations imposed by Section 768.28, Florida Statutes.

17. INDEMNIFICATION OF THE SEOPW CRA. The Grantee agrees to indemnify, defend, protect, and hold harmless the SEOPW CRA and the City of Miami from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "liabilities") for reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from or in connection with: (i) the performance or non-performance of the services, supplies, materials, and equipment contemplated by this Agreement or the Project, whether directly or indirectly caused, in whole or in part, by any act, omission, default, professional errors or omissions, or negligence (whether active or passive) of the Grantee or its employees, agents, or subcontractors (collectively referred to as "Grantee"), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent, or contributing) by any act, omission, default, breach, or negligence (whether active or passive) of the SEOPW CRA, unless such injuries or damages are ultimately proven to be the result of grossly negligent or willful acts or omissions on the part of the SEOPW CRA; or (ii) the failures of the Grantee to comply with any of the paragraphs provisions herein; or (iii) the failure of the Grantee, to conform to statutes, ordinances, or other regulations, or requirements of any governmental authority, federal, state, county, or city in connection with the granting or performance of this Agreement, or any Amendment to this Agreement. Grantee expressly agrees to indemnify, defend and hold harmless the SEOPW CRA, from and against all liabilities which may be asserted by an employee or former employee of Grantee, any of subcontractors, or participants in the Program, as provided above, for which the Grantee's liability to such employee, former employee, subcontractor, or participant would otherwise be limited to payments under state Worker's Compensation or similar laws. The Indemnification shall survive the cancellation or expiration of the Agreement. Grantee shall require all subcontractors to comply with the provisions of this section.

18. INSURANCE. The Grantee shall, at all times during the term hereof, maintain such insurance coverage as provided in **Exhibit "D"**, attached hereto and incorporated herein. All such insurance, including renewals, shall be subject to the approval of the SEOPW CRA, or the City of Miami (which approval shall not be

unreasonably withheld) for adequacy of protection and evidence of such coverage shall be furnished to the SEOPW CRA on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled, or materially changed during the performance of the Project under this Agreement without thirty (30) calendar days prior written notice (or in accordance to policy provisions) to the SEOPW CRA. Completed Certificates of Insurance shall be filed with the SEOPW CRA, to the extent practicable, prior to the performance of Services hereunder, provided, however, that Grantee shall at any time upon request by SEOPW CRA file duplicate copies of the policies of such insurance with the SEOPW CRA. Grantee shall require all contractors and subcontractors to comply with the requirements set forth in Exhibit D and further list the City and SEOPW CRA as additional insured on all corresponding liability policies.

If, in the reasonable judgment of SEOPW CRA, prevailing conditions warrant the provision by Grantee of additional liability insurance coverage or coverage which is different in kind, SEOPW CRA reserves the right to require the provision by Grantee of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should Grantee fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following SEOPW CRA's written notice, this Agreement shall be considered terminated on the date the required change in policy coverage would otherwise take effect. Upon such termination, SEOPW CRA shall pay Grantee expenses incurred for the Project prior to the date of termination but shall not be liable to Grantee for any additional compensation, or for any consequential or incidental damages.

19. DISPUTES. In the event of a dispute between the Executive Director of the SEOPW CRA and the Grantee as to the terms and conditions of this Agreement, the Executive Director of the SEOPW CRA and the Grantee shall proceed in good faith to resolve the dispute. If the parties are not able to resolve the dispute within thirty (30) days of written notice to the other, the dispute shall be submitted to the SEOPW CRA's Board of Commissioners for resolution within ninety (90) days of the expiration of such thirty (30) day period or such longer period as may be agreed to by the parties to this Agreement. The Board's decision shall be deemed final and binding on the parties.

20. INTERPRETATION.

a. CAPTIONS. The captions in this Agreement are for convenience only and are not a part of this Agreement and do not in any way define, limit, describe, or amplify the terms and provisions of this Agreement or the scope or intent thereof.

b. ENTIRE AGREEMENT. This instrument constitutes the sole and only agreement of the parties hereto relating to the Grant, and correctly set forth the rights, duties, and obligations of the parties. There are no collateral or oral agreements or understandings between the SEOPW CRA and the Grantee relating to the Agreement. Any promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement shall not be modified in any manner except by an instrument in writing executed by the parties. The masculine (or neuter) pronoun and the singular number shall include the masculine, feminine and neuter genders and the singular and plural number. The word "including" followed by any specific item(s) is deemed to refer to examples rather than to be words of limitation.

c. CONTRACTUAL INTERPRETATION. Should the provisions of this Agreement require judicial or arbitral interpretation, it is agreed that the judicial or arbitral body interpreting or construing the same shall not apply the assumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party which itself or through its agents prepared same, it being agreed that the agents of both parties have equally participated in the preparation of this Agreement.

d. COVENANTS. Each covenant, agreement, obligation, term, condition, or other provision herein contained shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making the same, not dependent on any other provision of this Agreement unless otherwise expressly provided. All of the terms and conditions set forth in this Agreement shall apply throughout the term of this Agreement unless otherwise expressly set forth herein.

e. CONFLICTING TERMS. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms of this Agreement shall govern.

f. WAIVER. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

g. SEVERABILITY. Should any provision contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, then such provision shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, that same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

h. THIRD-PARTY BENEFICIARIES. No provision of this Agreement shall, in any way, inure to the benefit of any third party so as to make such third party a beneficiary of this Agreement, or of any one or more of the terms hereof or otherwise give rise to any cause of action in any party not a party hereto.

21. AMENDMENTS. No amendment to this Agreement shall be binding on either party, unless in writing and signed by both parties.

22. DOCUMENT OWNERSHIP. Upon request by the SEOPW CRA, all documents developed by the Grantee shall be delivered to the SEOPW CRA upon completion of this Agreement, and may be used by the SEOPW CRA, without restriction or limitation. The Grantee agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of the Public Records Law, Chapter 119, Florida Statutes. It is further understood by and between the parties that any document which is given by the SEOPW CRA to the Grantee pursuant to this Agreement shall at all times remain the property of the SEOPW CRA and shall not be used by the Grantee for any other purpose whatsoever, without the written consent of the SEOPW CRA.

23. AWARD OF AGREEMENT. The Grantee warrants that it has not employed or retained any person employed by the SEOPW CRA to solicit or secure this Agreement, and that it has not offered to pay, paid, or agreed to pay any person employed by the SEOPW CRA any fee, commission percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of the Grant.

24. NON-DELEGABILITY. The obligations of the Grantee under this Agreement shall not be delegated or assigned to any other party without the SEOPW CRA's prior written consent which may be withheld by the SEOPW CRA, in its sole discretion.

25. CONSTRUCTION. This Agreement shall be construed and enforced in accordance with Florida law.

26. TERMINATION. The SEOPW CRA reserves the right to terminate this Agreement, at any time for any reason upon giving five (5) days written notice of termination to Grantee. If this Agreement should be terminated by the SEOPW CRA, the SEOPW CRA will be relieved of all obligations under this Agreement. In no way shall the SEOPW CRA be subjected to any liability or exposure for the termination of this Agreement under this Section.



27. NOTICE. All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail, addressed to the party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served, or, if by mail, on the fifth day after being posted, or the date of actual receipt or refusal of delivery, whichever is earlier.

To SEOPW CRA: James McQueen, Executive Director  
Southeast Overtown/Park West Community Redevelopment Agency  
819 N.W. 2<sup>nd</sup> Avenue, 3<sup>rd</sup> Floor  
Miami, FL 33136  
Email: JMcQueen@miamigov.com

With copy to: Vincent T. Brown, Esq., Staff Counsel  
Email: [VTBrown@miamigov.com](mailto:VTBrown@miamigov.com)

With copy to: Brian Zeltsman, Director of Architecture & Development  
Email: [BZeltsman@miamigov.com](mailto:BZeltsman@miamigov.com)

To Grantee: Andrew K. Becerra Jr., President  
Poinciana Village Condominium Association, Inc.  
7665 N.W. 50<sup>th</sup> Steet  
Miami, Florida 33166

28. INDEPENDENT CONTRACTOR. The Grantee, its contractors, subcontractors, employees, agents, and participants in the Project shall be deemed to be independent contractors, and not agents or employees of the SEOPW CRA, and shall not attain any rights or benefits under the civil service or retirement/pension programs of the SEOPW CRA, or any rights generally afforded its employees; further, they shall not be deemed entitled to Florida Workers' Compensation benefits as employees of the SEOPW CRA.

29. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, and their respective heirs, executors, legal representatives, successors, and assigns.

30. MISCELLANEOUS.

a. In the event of any litigation between the parties under this Agreement, the parties shall bear their own attorneys' fees and costs at trial and appellate levels.

b. Time shall be of the essence for each and every provision of this Agreement.

c. All exhibits attached to this Agreement are incorporated in and made a part of this Agreement.

IN WITNESS WHEREOF, in consideration of the mutual entry into this Agreement, for other good and valuable consideration, and intending to be legally bound, the SEOPW CRA and the Grantee have executed this Agreement.

SOUTHEAST OVERTOWN/PARK WEST  
COMMUNITY REDEVELOPMENT AGENCY, of the  
City of Miami, a public agency and body corporate  
created pursuant to Section 163.356, Florida Statutes

ATTEST:

By: \_\_\_\_\_  
Todd B. Hannon  
Clerk of the Board

By: \_\_\_\_\_  
James McQueen  
Executive Director

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED AS TO INSURANCE  
REQUIREMENTS:

By: \_\_\_\_\_  
Vincent T. Brown, Esq.  
Staff Counsel

By: \_\_\_\_\_  
Ann-Marie Sharpe  
Director of Risk Management

WITNESSES:

POINCIANA VILLAGE CONDOMINIUM  
ASSOCIATION, INC., a Florida not for profit  
Corporation (“Grantee”):

By: \_\_\_\_\_

By: \_\_\_\_\_  
Andrew K. Becerra Jr.  
President

Print: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

This instrument was prepared by:  
 Vincent T. Brown, Esq.  
 SEOPW CRA Staff Counsel  
 819 N.W. 2<sup>nd</sup> Avenue  
 Miami, FL 33136

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**Reserved for Recording**

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<p><b>DECLARATION OF RESTRICTIVE COVENANTS</b>  <b>RUNNING WITH THE LAND</b></p>
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This Declaration of Restrictive Covenant (“Covenant”) made as of the \_\_\_ day of \_\_\_\_\_, 2023 by POINCIANA VILLAGE CONDOMINIUM ASSOCIATION, INC., (“Owner”), is in favor of the SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY, of the City of Miami, a public agency and body corporate, created pursuant to Section 163.356, Florida Statutes (“CRA”).

WHEREAS, the Owner is the legal owner of the fee simple interest in and to that certain property located at 201 and 269 N.W. 7<sup>th</sup> Street, Miami, Florida 33136, in fee simple, as reflected in the Deed recorded in Official Records Book \_\_\_\_\_, at Page \_\_\_\_\_, of the Public Records of Miami-Dade County, Florida, and as more particularly described on Exhibit “A,” (“Property”) and attached hereto and incorporated herein; and

WHEREAS, the condition of the Property poses significant risk of health and safety to its occupants, and in turn, extensive rehabilitation is needed, as evidenced by structural cracks, unsecured railings, deteriorating plumbing, rotting wood, and outdated electrical wiring; and

WHEREAS, rehabilitation of the Property requires work to be performed in Common Elements, Limited Common Elements, and within individual residential units, as defined in the Declaration of Condominium establishing Town Park Plaza North Condominium, recorded in Official Records Book \_\_\_\_\_, at Page \_\_\_\_\_, of the Public Records of Miami-Dade County, Florida (hereinafter referred to as the “Declaration”); and

WHEREAS, the CRA has committed funding for renovation and rehabilitation of the Property (“Project”); and

WHEREAS, on \_\_\_\_\_, the CRA and the Poinciana Village Condominium Association, Inc. entered into a Grant Agreement, which provided for the terms and conditions of renovation and rehabilitation of the property (“Grant Agreement”); and

WHEREAS, in exchange for the work to be performed on the Property, the Owner executed a Joinder to the Grant Agreement, dated \_\_\_\_\_, which provided permissions for access and construction of certain improvements on the Property; and

WHEREAS, as a condition of the Joinder, the Owner is required to execute and record this covenant in favor of the CRA;

*Restrictive Covenant – Poinciana Village Condominium Association, Inc.*

NOW THEREFORE, the Owner voluntarily covenants and agrees that the Property shall be subject to the following restrictions that are intended and shall be deemed to be covenants running with the land and binding upon the Owner of the Property, its successors in interest and assigns, as follows:

1. Recitals: The recitals and findings set forth in the preamble of this Covenant are hereby adopted by reference thereto and incorporated herein as if fully set forth in this Section.
2. Covenant: The Owner of the Property hereby agrees and declares to limit the sale or lease of the Property to purchasers or lessors with a household income of no more than 120% of the area medium income for Miami-Dade County. Any and all purchase and sale agreements, or lease agreements executed in connection with the Property shall reflect this Covenant.
3. Term: This voluntary Covenant shall remain in full force and effect and shall be binding upon Owner, its successors in interest and assigns for a period of five (5) years from the date of completion of the Project.
4. Notice: The Owner hereby agrees to provide thirty (30) days written notice of a sale, refinancing, foreclosure or transfer in lieu of foreclosure of the Property that occurs during the term of this Covenant.
5. Default: The Owner covenants and agrees that in the event of noncompliance with this Covenant, the CRA shall give written notice thereof to the Owner by registered or certified mail. If such violation is not corrected to the CRA's satisfaction within thirty (30) days of date of notice, or within such further time as the CRA reasonably determines is necessary to correct the violation, without further notice, the CRA may, declare a default under this Covenant and any other agreements executed in connection therewith. The Owner agrees that its failure to comply with this Covenant shall result in the Owner reimbursing the CRA grant funds, in the amount of Fifty Thousand Dollars (\$50,000.00), which reflects funds expended in the rehabilitation of the Property. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges as may be available to it.
6. Amendment and Modifications: This Covenant may be modified, amended, or released as to any portion of the Property by a written instrument executed on behalf of the CRA and by the then-owner of the fee simple title to the land to be affected by such modification, amendment, or release, provided that same has been approved by the Board of Commissioners of the CRA. Should this instrument be so modified, amended or released the CRA's Executive Director, or his successor, or other administrative officer with jurisdiction over the matter, shall execute a written instrument in recordable form effectuating and acknowledging such modification, amendment, or release.
7. Inspection and Enforcement: The Owner covenants and agrees that any designated representative of the CRA shall have the right any time during normal business hours to enter and investigate the use of the Property to determine whether the conditions of this Covenant are being complied with. Enforcement shall be by action against the parties or persons violating or attempting to violate any covenants in this Declaration. The CRA, if a prevailing party to any action or suit pertaining to or arising out of this Declaration, shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of its attorney(s). This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

*Restrictive Covenant – Poinciana Village Condominium Association, Inc.*



**EXHIBIT "A"**

## Description of Subject Property

**Street Address:** 269 N.W. 7<sup>th</sup> Street, Miami, Florida 33136

**Folio No.:** 01-3136-078-0001 (Reference)

**Legal Description:** Poinciana Village Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book \_\_\_\_\_, at Page \_\_\_\_\_, of the Public Records of Miami-Dade County, Florida, together with an undivided interest in the common elements thereof in accordance with said Declaration; together with an undivided interest in the common elements thereto.

DRAFT

Attachment: File # 13611 - Backup (13611 : 4/5ths Bid Waiver to Poinciana Village Condominium Association, Inc.)

*Restrictive Covenant – Poinciana Village Condominium Association, Inc.*

This instrument was prepared by:  
 Vincent T. Brown, Esq.  
 SEOPW CRA, Staff Counsel  
 819 N.W. 2<sup>nd</sup> Avenue, 3<sup>rd</sup> Floor  
 Miami, FL 33136

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**Reserved for Recording**

<p><b>DECLARATION OF RESTRICTIVE COVENANTS</b>  <b>RUNNING WITH THE LAND</b></p>
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This Declaration of Restrictive Covenant (“Covenant”) made as of the \_\_\_ day of \_\_\_\_\_, 2023 by Poinciana Village Condominium Association, Inc. (“Owner”), is in favor of the SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY, of the City of Miami, a public agency and body corporate, created pursuant to Section 163.356, Florida Statutes (“SEOPW CRA”).

WHEREAS, the Owner is the legal owner of the fee simple interest in and to that certain property located at 269 N.W. 7<sup>th</sup> Street, Miami, Florida 33136, in fee simple, as reflected in the Deed recorded in Official Records Book \_\_\_\_, at Page \_\_\_\_, of the Public Records of Miami-Dade County, Florida, and as more particularly described on Exhibit “A,” (“Property”) and attached hereto and incorporated herein; and

WHEREAS, the condition of the Property poses significant risk of health and safety to its occupants, and in turn, extensive rehabilitation is needed, as evidenced by structural cracks, unsecured railings, deteriorating plumbing, rotting wood, and outdated electrical wiring; and

WHEREAS, rehabilitation of the Property requires work to be performed in Common Elements, Limited Common Elements, and within individual residential units, as defined in the Declaration of Condominium establishing Poinciana Village Condominium Association, Inc., recorded in Official Records Book \_\_\_\_, at Page \_\_\_\_, of the Public Records of Miami-Dade County, Florida (hereinafter referred to as the “Declaration”); and

WHEREAS, the SEOPW CRA has committed funding for renovation and rehabilitation of the Property (“Project”); and

WHEREAS, on \_\_\_\_\_, the SEOPW CRA and the Poinciana Village Condominium Association, Inc., entered into a Grant Agreement, which provided for the terms and conditions of renovation and rehabilitation of the property (“Grant Agreement”); and

WHEREAS, in exchange for the work to be performed on the Property, the Owner executed a Joinder to the Grant Agreement, dated \_\_\_\_\_, which provided permissions for access and construction of certain improvements on the Property; and

WHEREAS, as a condition of the Joinder, the Owner is required to execute and record this covenant in favor of the SEOPW CRA;

NOW THEREFORE, the Owner voluntarily covenants and agrees that the Property shall be subject to the following restrictions that are intended and shall be deemed to be covenants running with the land and binding upon the Owner of the Property, its successors in interest and assigns, as follows:

*Restrictive Covenant – Poinciana Village Condominium Association, Inc.*

1. Recitals: The recitals and findings set forth in the preamble of this Covenant are hereby adopted by reference thereto and incorporated herein as if fully set forth in this Section.
2. Covenant: The Owner of the Property hereby agrees and declares to limit the sale or lease of the Property to purchasers or lessors with a household income of no more than 120% of the area medium income for Miami-Dade County. Any and all purchase and sale agreements, or lease agreements executed in connection with the Property shall reflect this Covenant.
3. Term: This voluntary Covenant shall remain in full force and effect and shall be binding upon Owner, its successors in interest and assigns for a period of ten (10) years from the date of completion of the Project.
4. Notice: The Owner hereby agrees to provide thirty (30) days written notice of a sale, refinancing, foreclosure or transfer in lieu of foreclosure of the Property that occurs during the term of this Covenant.
5. Default: The Owner covenants and agrees that in the event of noncompliance with this Covenant, the SEOPW CRA shall give written notice thereof to the Owner by registered or certified mail. If such violation is not corrected to the SEOPW CRA satisfaction within thirty (30) days of date of notice, or within such further time as the SEOPW CRA reasonably determines is necessary to correct the violation, without further notice, the SEOPW CRA may, declare a default under this Covenant and any other agreements executed in connection therewith. The Owner agree that its failure to comply with this Covenant shall result in the Owner reimbursing the SEOPW CRA grant funds, in the amount of Fifty Thousand Dollars (\$50,000.00), which reflects funds expended in the rehabilitation of the Property. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges as may be available to it.
6. Amendment and Modifications: This Covenant may be modified, amended or released as to any portion of the Property by a written instrument executed on behalf of the SEOPW CRA and by the then-owner of the fee simple title to the land to be affected by such modification, amendment, or release, provided that same has been approved by the Board of Commissioners of the SEOPW CRA. Should this instrument be so modified, amended or released the SEOPW CRA's Executive Director, or his successor, or other administrative officer with jurisdiction over the matter, shall execute a written instrument in recordable form effectuating and acknowledging such modification, amendment or release.
7. Inspection and Enforcement: The Owner covenants and agrees that any designated representative of the SEOPW CRA shall have the right any time during normal business hours to enter and investigate the use of the Property to determine whether the conditions of this Covenant are being complied with. Enforcement shall be by action against the parties or persons violating or attempting to violate any covenants in this Declaration. The SEOPW CRA, if a prevailing party to any action or suit pertaining to or arising out of this Declaration, shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of its attorney(s). This enforcement provision shall be in addition to any other remedies available at law, in equity or both.
8. Severability: Invalidation of any of these covenants by judgment of court shall not affect any of the other provisions, which shall remain in full force and effect.

*Restrictive Covenant – Poinciana Village Condominium Association, Inc.*





**EXHIBIT "A"**

## Description of Subject Property

**Street Address:** 269 N.W. 7<sup>th</sup> Street, Miami, Florida 33136

**Folio No.:** 01-3136-078-0001

**Legal Description:** POINCIANA VILLAGE CONDO  
MIAMI NORTH PB B-41 PORT OF LOTS  
1 THRU 4-11 & 12 & 16 THRU 20  
BLK 46 & ALSO PORT OF LOTS 1 THRU  
8 OF GEORGE C BOLLES SUB PB 1-16

DRAFT

Attachment: File # 13611 - Backup (13611 : 4/5ths Bid Waiver to Poinciana Village Condominium Association, Inc.)


*Restrictive Covenant – Poinciana Village Condominium Association, Inc.*

SEOPW Board of Commissioners Meeting  
April 27, 2023

**SOUTHEAST OVERTOWN/PARK WEST  
COMMUNITY REDEVELOPMENT AGENCY  
INTER-OFFICE MEMORANDUM**

To: Board Chair Christine King and Members of the CRA Board      Date: April 20, 2023      File: 13891

Subject: Block 55, 249 NW 6th Street Miami, FL (Folio No. 01-0105-050-1120)

From:  James McQueen      Enclosures: File # 13891 - Bid Waiver Memo  
Executive Director      File # 13891 - Notice to the Public  
File # 13891 - Exhibit A

**BACKGROUND:**

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”) with attachment(s), approving an amendment to the Block 55 Restrictive Covenant between the SEOPW CRA and Block 55 Residential Partners, L.P. authorize the acceptance of negotiations for the development of Block 55, 249 N.W. 6<sup>th</sup> Street Miami, FL (Folio No. 01-0105-050-1120). Block 55, is one of the remaining large parcels of undeveloped real estate located in the Overtown community, adjacent to downtown Miami.

On September 2, 2020, Block 55 Owner, LLC, a Florida limited liability company (“Developer”) and the SEOPW CRA entered into that certain Block 55 Restrictive Covenant recorded on September 11, 2020, in Official Records Book 32095, Page 3457 of the Public Records of Miami-Dade County, Florida (the “Covenant”). Owner is the current owner of the Property pursuant to that certain Special Warranty Deed recorded on September 11, 2020, in Official Records Book 32095, Page 3453 of the Public Records of Miami-Dade County, Florida.

To date, certain terms have been negotiated between Downtown Retail Associates, LLC, and the SEOPW CRA. (*See Exhibit A*) The terms of negotiation include the following:

- (a) The second sentence of Section 4.1 of the Covenant is hereby amended, restated and replaced in its entirety as follows:

“The Developer shall complete the Project, including Sawyer's Walk, as hereinafter defined, substantially in accordance with the Plan as evidenced by temporary and permanent certificates of occupancy for all of the Residential Units included in the Plans and temporary certificates of completion (or their equivalent) (with cold and dark shells for their interiors) for all other components of the improvements comprising the Project as reflected on the Plans (“Completion”) on or before forty-two (42) months after the Commencement of Construction (the “Completion Date”).”

- (b) Section 4.5 of the Covenant is hereby amended and restated to read as follows:

"4.5. Failure to Complete the Project. If the Developer has not achieved Completion on or prior to the Completion Date, as automatically extended one day for each day of Unavoidable Delay, and as same may be extended in accordance with Section 4.3, the Developer shall pay to the SEOPW CRA, as liquidated damages, Ten Thousand and No/100 Dollars (\$10,000.00) per day for each day from Completion Date, as same may be extended until Completion."

**JUSTIFICATION:**

Florida Statutes, Chapter 163.380, details the requirements for disposal of SEOPW CRA owned property within a community redevelopment area.

Section 2, Goal 3, at page 11, of the Community Redevelopment Plan, lists the "creat[ion of] infill housing, diversity in housing types, and retaining affordable housing, as a stated redevelopment goal.

Section 2, Goal 4 and 6, at page 11 of the Community Redevelopment Plan, lists the "creat[ion of] jobs within the community" and "improving quality of life for residents" as stated redevelopment goals.

Section 2, Principle 4, at page 14, of the Community Redevelopment plan, provide that "[t]he neighborhood...retain access to affordable housing....

Section 2, Principle 4, at page 14, of the Community Redevelopment Plan provides that "employment opportunities be made available to existing residents...". Further, Section 2, Principle 6, at page 15, provides that in order to "address and improve the neighborhood economy and expand economic opportunities of present and future residents and businesses [,]... [it] is necessary to] support and enhance existing businesses and ...attract new businesses that provide needed services and economic opportunities...

Section 2, Principle 6 on page 15 of the Plan further provides that in order to "address and improve the neighborhood economy and expand economic opportunities of present and future residents and businesses [,] [it] is necessary to] support and enhance existing businesses and... attract new businesses that provide needed services and economic opportunities..." as a stated redevelopment principle.

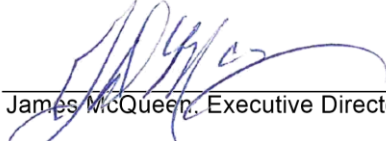
**AGENDA ITEM  
FINANCIAL INFORMATION FORM**

**SEOPW CRA**

**CRA Board Meeting Date:** April 27, 2023

**CRA Section:**

Approved by:



James McQueen, Executive Director 4/20/2023

Approval:



Miguel A Valentin, Finance Officer 4/20/2023



# Southeast Overtown/Park West Community Redevelopment Agency

**File Type: CRA Resolution**

**Enactment Number:**

**File Number: 13891**

**Final Action Date:**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY (“SEOPW CRA”), WITH ATTACHMENT(S), AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AMENDMENT TO THE BLOCK 55 RESTRICTIVE COVENANT, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE SEOPW CRA AND THE BLOCK 55 OWNER, LLC, A FLORIDA LIMITED LIABILITY COMPANY (“DEVELOPER”), FOR THE PURPOSE STATED HEREIN; PROVIDING FOR THE INCORPORATION OF RECITALS; AND PROVIDED FOR AN EFFECTIVE DATE.

WHEREAS, the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”) is a community redevelopment agency created pursuant to Chapter 163, Florida Statutes, and is responsible for carrying out community redevelopment activities and projects within its Redevelopment Area in accordance with the 2018 Southeast Overtown/Park West Community Redevelopment Plan (“Plan”); and

WHEREAS, on September 2, 2020, Block 55 Owner, LLC, a Florida limited liability company (“Developer”) and the SEOPW CRA entered into that certain Block 55 Restrictive Covenant recorded on September 11, 2020, in Official Records Book 32095, Page 3457 of the Public Records of Miami-Dade County, Florida (the “Covenant”); and

WHEREAS, Owner is the current owner of the Property pursuant to that certain Special Warranty Deed recorded on September 11, 2020, in Official Records Book 32095, Page 3453 of the Public Records of Miami-Dade County, Florida; and

WHEREAS, Developer and the SEOPW CRA desire to amend the Covenant as set forth in Exhibit “A”, attached and incorporated herein and;

WHEREAS the amendment to the Covenant, attached and incorporated herein as Exhibit “A”, and contains, in part, the following:

(a) The second sentence of Section 4.1 of the Covenant is hereby amended, restated and replaced in its entirety as follows: “The Developer shall complete the Project, including Sawyer's Walk, as hereinafter defined, substantially in accordance with the Plan as evidenced by temporary and permanent certificates of occupancy for all of the Residential Units included in the Plans and temporary certificates of completion (or their equivalent) (with cold and dark shells for their interiors) for all other components of the improvements comprising the Project as reflected on the Plans (“Completion”) on or before forty-two (42) months after the Commencement of Construction (the “Completion Date”).”

Section 4.5 of the Covenant is hereby amended, restated and replaced in its

entirety as follows:

"4.5. Failure to Complete the Project. If the Developer has not achieved Completion on or prior to the Completion Date, as automatically extended one day for each day of Unavoidable Delay, and as same may be extended in accordance with Section 4.3, the Developer shall pay to the CRA, as liquidated damages, Ten Thousand and No/100 Dollars (\$10,000.00) per day for each day from Completion Date, as same may be extended until Completion."

(b) Section 12.2.3 of the Covenant is hereby amended, restated and replaced in its entirety as follows:

"12.2.3. Reductions of Incentive Payments. If the entire Project is not Substantially Completed and on the Tax Rolls on or before January 1, 2025, as such date is extended as a result of Unavoidable Delays, the Incentive Payments shall be reduced by ten percent (10%) for or the Term of this Covenant. If the entire Project is not Substantially Completed and on the Tax Rolls by January 1, 2026, as such date is extended as a result of Unavoidable Delays, the Incentive Payment shall be reduced by twenty percent (20%) for the Term of this Covenant. If the entire Project is not Substantially Completed by January 1, 2028, as such date is extended as a result of Unavoidable Delays, the SEOPW CRA shall not be obligated to make any Incentive Payments to the Developer."

WHEREAS, it is in the best interest of the SEOPW CRA to authorize an amendment to the Covenant;

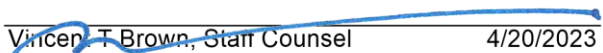
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated herein as if fully set forth in this Section.

Section 2. The Board of Commissioners hereby authorizes the Executive Director to amend the Covenant, as stated in Exhibit "A," attached and incorporated herein.

Section 3. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

 Vincent T. Brown, Staff Counsel

4/20/2023

**SOUTHEAST OVERTOWN/PARK WEST  
COMMUNITY REDEVELOPMENT AGENCY  
INTER-OFFICE 4/5ths RECOMMENDATION**

**To:** Board Chair Christine King  
Members of the SEOPW CRA Board

**Date:** April 27, 2023      **File:**

**Subject:** Block 55, 249 NW 6<sup>th</sup> Street Miami, FL (Folio No. 01-0105-050-1120)

**From:** James McQueen  
Executive Director

**References:**

**Enclosures:** Exhibit A

**BACKGROUND:**

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”) with attachment(s), approving an amendment to the Block 55 Restrictive Covenant between the SEOPW CRA and Block 55 Residential Partners, L.P. authorize the acceptance of negotiations for the development of Block 55, 249 N.W. 6<sup>th</sup> Street Miami, FL (Folio No. 01-0105-050-1120). Block 55, is one of the remaining large parcels of undeveloped real estate located in the Overtown community, adjacent to downtown Miami.

On September 2, 2020, Block 55 Owner, LLC, a Florida limited liability company (“Developer”) and the SEOPW CRA entered into that certain Block 55 Restrictive Covenant recorded on September 11, 2020, in Official Records Book 32095, Page 3457 of the Public Records of Miami-Dade County, Florida (the “Covenant”). Owner is the current owner of the Property pursuant to that certain Special Warranty Deed recorded on September 11, 2020, in Official Records Book 32095, Page 3453 of the Public Records of Miami-Dade County, Florida.

To date, certain terms have been negotiated between Downtown Retail Associates, LLC, and the SEOPW CRA. (*See Exhibit A*) The terms of negotiation include the following:

- (a) The second sentence of Section 4.1 of the Covenant is hereby amended, restated and replaced in its entirety as follows:

“The Developer shall complete the Project, including Sawyer's Walk, as hereinafter defined, substantially in accordance with the Plan as evidenced by temporary and permanent certificates of occupancy for all of the Residential Units included in the Plans and temporary certificates of completion (or their equivalent) (with cold and dark shells for their interiors) for all other components of the improvements comprising the Project as reflected on the Plans (“Completion”) on or before forty-two (42) months after the Commencement of Construction (the “Completion Date”).”

- (b) Section 4.5 of the Covenant is hereby amended and restated to read as follows:

"4.5. Failure to Complete the Project. If the Developer has not achieved Completion on or prior to the Completion Date, as automatically extended one day for each day of Unavoidable Delay, and as same may be extended in accordance with Section 4.3, the Developer shall pay to the SEOPW CRA, as



liquidated damages, Ten Thousand and No/100 Dollars (\$10,000.00) per day for each day from Completion Date, as same may be extended until Completion."

**RECEOMMENDATION:**

Block 55 is within the Redevelopment Area which will include affordable housing and retail space. As a result, the Executive Director recommends approval of a bid waiver.

**Southeast Overtown/Park West Community Redevelopment Agency**

**NOTICE OF PUBLIC HEARING**

The Board of Commissioners (“Board”) of the Southeast Overtown/ Park West Community Redevelopment Agency (“SEOPW CRA”) will hold a Public Hearing on Thursday, April 27, 2023, at 10:00 a.m. or anytime thereafter in the City Commission chambers located at Miami City Hall, 3500 Pan American Drive, Miami, Florida 33133. The Board will consider the allocation of funding for the **Block 55 Residential Partners, L.P.**, approving an amendment to the Block 55 Restrictive Covenant between the SEOPW CRA and Block 55 Residential Partners, L.P. authorize the acceptance of negotiations for the development of Block 55, 249 N.W. 6<sup>th</sup> Street Miami, Florida (Folio No. 01-0105-050-1120).

In accordance with the SEOPW CRA 2018 Redevelopment Plan Update (“Plan”) and Florida Statute 163, the Board will consider authorizing the acceptance of negotiations for the development of Block 55, located at 249 N.W. 6<sup>th</sup> Street Miami, Florida (Folio No. 01-0105-050-1120).

Inquiries regarding this notice may be addressed to James McQueen, Executive Director, SEOPW CRA, at (305) 679-6800.

This action is being considered pursuant to Sections 18-85 (a) of the Code of the City of Miami, Florida as amended (“Code”). The recommendation and findings to be considered in this matter are set forth in the proposed resolution and in Code Sections 18-85 (a), which are deemed to be incorporated by reference herein, and are available as with the scheduled SEOPW CRA Board meeting of Thursday, April 27, 2023, at 10:00 a.m. or anytime thereafter in the City Commission chambers located at Miami City Hall, 3500 Pan American Drive, Miami, Florida 33133.

All comments and questions with respect to the meeting and remote public participation should be addressed to James McQueen, Executive Director, at 819 N.W. 2<sup>nd</sup> Avenue, 3<sup>rd</sup> Floor, Miami, Florida 33136, (305) 679-6800. Should any person desire to appeal any decision of the Board with respect to any matter considered at this meeting, that person shall ensure that a verbatim record of the proceedings is made, including all testimony and evidence upon which any appeal may be based (F.S. 286.0105).

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in this proceeding may contact the Office of the City Clerk at (305) 250-5361 (Voice) no later than five (5) business days prior to the proceeding. TTY users may call via 711 (Florida Relay Service) no later than five (5) business days prior to the proceeding.



Todd B, Hannon  
Clerk of the Board  
Ad No.40287

Prepared by and Return to:

Lauren M. Hunt, Esq.  
Grady Hunt PLLC  
2525 Ponce de Leon Blvd.  
Suite 300  
Coral Gables, FL 33134

### AMENDMENT TO BLOCK 55 RESTRICTIVE COVENANT

THIS AMENDMENT TO BLOCK 55 RESTRICTIVE COVENANT (this “**Amendment**”) is made as of this \_\_\_\_ day of March, 2023 by and among BLOCK 55 OWNER, LLC, a Florida limited liability company (the “**Developer**”), BLOCK 55 RESIDENTIAL, LP, a Florida limited partnership (the “**Owner**” and together with Developer, collectively, “**Block 55**”), and the SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY, a public agency and body corporate created pursuant to Section 163.356, Florida Statutes (the “**CRA**”).

#### RECITALS

A. The Developer and the CRA entered into that certain Block 55 Restrictive Covenant recorded on September 11, 2020 in Official Records Book 32095, Page 3457 of the Public Records of Miami-Dade County, Florida (the “**Covenant**”).

B. Owner is the current owner of the Property pursuant to that certain Special Warranty Deed recorded on August 25, 2021 in Official Records Book 32702, Page 22 of the Public Records of Miami-Dade County, Florida.

C. Developer, Owner and the CRA desire to amend the Covenant as further described herein.

NOW, THEREFORE, for and in consideration of \$10.00 and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals; Capitalized Terms. The recitals to this Amendment are true and correct and hereby incorporated by reference and made a part hereof. Capitalized terms used and not defined in this Amendment have the meanings set forth in the Covenant.

2. Amendments.

(a) The second sentence of Section 4.1 of the Covenant is hereby amended, restated and replaced in its entirety as follows:

“The Developer shall complete the Project, including Sawyer’s Walk, as hereinafter defined, substantially in accordance with the Plan as evidenced by temporary and permanent certificates of occupancy for all of the Residential Units included in the Plans and temporary certificates of completion (or their equivalent) (with cold and

dark shells for their interiors) for all other components of the improvements comprising the Project as reflected on the Plans (“**Completion**”) on or before March 2<sup>nd</sup>, 2024 (the “**Completion Date**”).”

(b) Section 4.5 of the Covenant is hereby amended and restated to read as follows:

“4.5. Failure to Complete the Project. If the Developer has not achieved Completion on or prior to the Completion Date, as automatically extended one day for each day of Unavoidable Delay, and as same may be extended in accordance with Section 4.3, the Developer shall pay to the CRA, as liquidated damages, Ten Thousand and No/100 Dollars (\$10,000.00) per day for each day from Completion Date, as same may be extended until Completion.”

(c) Section 12.2.3 of the Covenant is hereby amended, restated and replaced in its entirety as follows:

“12.2.3. Reductions of Incentive Payments. If the entire Project is not Substantially Completed and on the Tax Rolls on or before January 1, 2025 as such date is extended as a result of Unavoidable Delays, the Incentive Payments shall be reduced by ten percent (10%) for or the Term of this Covenant. If the entire Project is not Substantially Completed and on the Tax Rolls by January 1, 2026 as such date is extended as a result of Unavoidable Delays, the Incentive Payment shall be reduced by twenty percent (20%) for the Term of this Covenant. If the entire Project is not Substantially Completed by January 1, 2028 as such date is extended as a result of Unavoidable Delays, the CRA shall not be obligated to make any Incentive Payments to the Developer.”

3. Unavoidable Delay. Block 55 and the CRA acknowledge and agree that as of the date of this Amendment no event of Unavoidable Delay has occurred which would extend Completion under Section 4.1, as amended by this Amendment, or extend Substantially Completed under Section 12.2.3, as amended by this Amendment.

4. Conflict. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Covenant, the terms and provisions of this Amendment shall control.

5. Ratification. Except as modified by this Amendment, Block 55 and the CRA ratify and reaffirm all terms and provisions of the Covenant.

6. Counterparts. This Amendment may be executed in counterparts by the parties hereto and each shall be considered an original as the parties are concerned but together such counterparts shall comprise only one Amendment.

[Signatures on following page]

IN WITNESS WHEREOF, Developer has executed this Amendment as of the date and year first written above.

WITNESSES:

DEVELOPER:

BLOCK 55 OWNER, LLC, a Florida limited liability company

Print Name: \_\_\_\_\_

By: SG Manager, LLC, a Florida limited liability company, its manager

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of March, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of SG Manager, LLC, a Florida limited liability company, as manager of BLOCK 55 OWNER, LLC, a Florida limited liability company, on behalf of said companies. S/he is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name:

My commission expires:

Attachment: File # 13891 - Exhibit A (13891 : Block 55, 249 NW 6th Street Miami, FL (Folio No. 01-0105-050-1120))

IN WITNESS WHEREOF, Owner has executed this Amendment as of the date and year first written above.

WITNESSES:

OWNER:

BLOCK 55 RESIDENTIAL, LP, a Florida limited partnership

Print Name: \_\_\_\_\_

By: Pacific Southwest Community Development Corporation, a California nonprofit public benefit corporation, its general partner

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) SS:

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of March, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of Pacific Southwest Community Development Corporation, a California nonprofit public benefit corporation, as general partner of BLOCK 55 RESIDENTIAL, LP, a Florida limited partnership, on behalf of said corporation and partnership. S/he is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name:

My commission expires:

Attachment: File # 13891 - Exhibit A (13891 : Block 55, 249 NW 6th Street Miami, FL (Folio No. 01-0105-050-1120))

IN WITNESS WHEREOF, the CRA has executed this Amendment as of the date and year first written above.

WITNESSES:

CRA:

SOUTHEAST OVERTOWN / PARK WEST  
COMMUNITY REDEVELOPMENT  
AGENCY

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

STATE OF FLORIDA            )  
  ) SS:  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of March, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY, a public agency and body corporate created pursuant to Section 163.356, Florida Statutes, on behalf of the agency. S/he is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name:


My commission expires:

Attachment: File # 13891 - Exhibit A (13891 : Block 55, 249 NW 6th Street Miami, FL (Folio No. 01-0105-050-1120))

**SOUTHEAST OVERTOWN/PARK WEST  
COMMUNITY REDEVELOPMENT AGENCY  
INTER-OFFICE MEMORANDUM**

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To: Board Chair Christine King and Members of the CRA Board      Date: April 20, 2023      File: 13892



From: James McQueen, Executive Director      Subject: 1982 N.W. 4th Court, Miami, Florida 33136

Enclosures: File # 13892 - Bid Waiver Memo  
File # 13892 - Notice to the Public  
File # 13892 - Exhibit A

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**BACKGROUND:**

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency ("SEOPW CRA") with attachment(s), authorizing the City Attorney, as General Counsel to the SEOPW CRA to proceed with legal action, if necessary, against residential tenant of the Town Park Plaza North Condominium Association, Inc. ("TPPN"), located at 1982 N.W. 4<sup>th</sup> Court, Miami, Florida 33136 (the "Property"). To obtain possession of the Property and seek any other legal remedies with the subject tenant referenced in Exhibit "A". Authorizing the Executive Director to negotiate and execute supporting documents against the tenant located at the Property.

**JUSTIFICATION:**

To regain access to the SEOPW CRA owned Property.

**FUNDING:**

No fiscal impact.

**FACT SHEET:**

**Company name:** Town Park Plaza North Condominium Association, Inc.

**Address:** 1982 N.W. 4<sup>th</sup> Court, Miami, Florida 33136

**Scope of work or services (Summary):** To obtain possession of the Property and seek any other legal remedies ("Purpose"). Authorizing the Executive Director to negotiate and execute supporting documents against the tenant located at the Property.



**AGENDA ITEM  
FINANCIAL INFORMATION FORM**

**SEOPW CRA**

**CRA Board Meeting Date:** April 27, 2023

**CRA Section:**

**Brief description of CRA Agenda Item:**

To obtain possession of the Property located at 1982 NW 4<sup>th</sup> Court, Miami, Florida 33136.

Comments: No Fiscal Impact  
Approved by:

  
James McQueen, Executive Director 4/20/2023

Approval:

  
Miguel A Valentin, Finance Officer 4/20/2023



## Southeast Overtown/Park West Community Redevelopment Agency

**File Type: CRA Resolution**

**Enactment Number:**

**File Number: 13892**

**Final Action Date:**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY (“SEOPW CRA”), WITH ATTACHMENT “A” ATTACHED, AUTHORIZING THE CITY ATTORNEY, AS GENERAL COUNSEL TO THE SEOPW CRA TO PROCEED WITH LEGAL ACTION, IF NECESSARY, AGAINST RESIDENTIAL TENANT OF THE TOWN PARK PLAZA NORTH CONDOMINIUM ASSOCIATION, INC. (“TPPN”), LOCATED AT 1982 NORTH WEST 4TH COURT, MIAMI, FLORIDA 33136 (“PROPERTY”), TO OBTAIN POSSESSION OF THE PROPERTY, AND SEEK ANY OTHER LEGAL REMEDIES. PROVIDING FOR INCORPORATION OF RECITAL AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”) owns a residential unit at Town Park Plaza North Condominium Association, Inc. (“TPPN”) located at 1982 North West 4<sup>th</sup> Place, in Miami, Florida 33136 (“Property”), TPPN includes residential rental units (“Apartments”); and

WHEREAS, the SEOPW CRA, with the subject tenant referenced in Exhibit “A”, regarding the Property; and

WHEREAS, on August 19, 2022, notices were delivered to the subject tenant, stating their tenancy shall terminate as of November 17, 2022, attached as Exhibit “A”; and

WHEREAS, as of March 6, 2023, the subject tenant has failed to vacate the Apartments; and

WHEREAS, the SEOPW CRA now wishes to proceed with legal action, if necessary against the tenant referenced in Exhibit “A”, attached and incorporated herein, to collect monies owed and obtain possession of the Property;

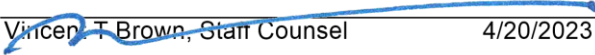
NOW THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated herein as if fully set forth in this Section.

Section 2. The General Counsel, as General Counsel to the SEOPW CRA is hereby authorized to proceed with legal action, if necessary, against the tenant reference in Exhibit “A” attached and incorporated herein to obtain possession of the Property and to seek any other legal remedies.

Section 3. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

 Vincent T. Brown, Staff Counsel 4/20/2023

**THE SOUTHEAST OVERTOWN/PARK WEST  
COMMUNITY REDEVELOPMENT AGENCY  
4/5ths RECOMMENDATION**

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**To:** Board Chair Christine King  
Members of the SEOPW CRA Board

**Date:** April 27, 2023     **File:**

**Subject:** 4/5ths Bid Waiver to 1982 N.W. 4<sup>th</sup> Court,  
Miami, Florida 33136

**From:** James McQueen  
Executive Director

**References:**

**Enclosures:** Exhibit "A"

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**BACKGROUND:**

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency ("SEOPW CRA") with attachment(s), authorizing the City Attorney, as General Counsel to the SEOPW CRA to proceed with legal action, if necessary, against residential tenant of the Town Park Plaza North Condominium Association, Inc. ("TPPN"), located at 1982 N.W. 4<sup>th</sup> Court, Miami, Florida 33136 (the "Property"). To obtain possession of the Property and seek any other legal remedies with the subject tenant referenced in Exhibit "A". Authorizing the Executive Director to negotiate and execute supporting documents against the tenant located at the Property.

**RECOMMENDATION:**

To obtain possession of the SEOPW CRA owned Property and seek any other legal remedies. Authorizing the Executive Director to negotiate and execute supporting documents against the tenant located at the Property. As a result, the Executive Director's recommends approval to obtain possession of the Property.

**Southeast Overtown/Park West Community Redevelopment Agency**

**NOTICE OF PUBLIC HEARING**

The Board of Commissioners (“Board”) of the Southeast Overtown/ Park West Community Redevelopment Agency (“SEOPW CRA”) will hold a Public Hearing on Thursday, April 27, 2023, at 10:00 a.m. or anytime thereafter in the City Commission chambers located at Miami City Hall, 3500 Pan American Drive, Miami, Florida 33133. The Board will consider **1982 N.W. 4<sup>th</sup> Court, Miami, Florida 33136** authorizing the City Attorney to proceed with legal action, if necessary, against residential tenant of the Town Park Plaza North Condominium Association, Inc., located at 1982 N.W. 4<sup>th</sup> Court, Miami, Florida 33136 (the “Property”). To regain access to the SEOPW CRA owned Property and seek any other legal remedies (“Purpose”).

In accordance with the SEOPW CRA 2018 Redevelopment Plan Update (“Plan”) and Florida Statute 163, the Board will consider authorizing the City Attorney to proceed with legal action, if necessary, against residential tenant of the Town Park Plaza North Condominium Association, Inc., located at 1982 N.W. 4<sup>th</sup> Court, Miami, Florida 33136 (the “Property”). To obtain possession of the Property and seek any other legal remedies (“Purpose”).

Inquiries regarding this notice may be addressed to James McQueen, Executive Director, SEOPW CRA, at (305) 679-6800.

This action is being considered pursuant to Sections 18-85 (a) of the Code of the City of Miami, Florida as amended (“Code”). The recommendation and findings to be considered in this matter are set forth in the proposed resolution and in Code Sections 18-85 (a), which are deemed to be incorporated by reference herein, and are available as with the scheduled SEOPW CRA Board meeting of Thursday, April 27, 2023, at 10:00 a.m. or anytime thereafter in the City Commission chambers located at Miami City Hall, 3500 Pan American Drive, Miami, FL 33133.

All comments and questions with respect to the meeting and remote public participation should be addressed to James McQueen, Executive Director, at 819 N.W. 2<sup>nd</sup> Avenue, 3rd Floor, Miami, Florida 33136, (305) 679-6800. Should any person desire to appeal any decision of the Board with respect to any matter considered at this meeting, that person shall ensure that a verbatim record of the proceedings is made, including all testimony and evidence upon which any appeal may be based (F.S. 286.0105).

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in this proceeding may contact the Office of the City Clerk at (305) 250-5361 (Voice) no later than five (5) business days prior to the proceeding. TTY users may call via 711 (Florida Relay Service) no later than five (5) business days prior to the proceeding.



Todd B. Hannon  
Clerk of the Board  
Ad No.40288

Attachment: File # 13892 - Notice to the Public (13892 : 1982 N.W. 4th Court, Miami, Florida 33136)

Christine Forde-King  
Board Chair



James McQueen  
Executive Director

### 90 Day Notice to Vacate

Date: August 19, 2022

To: Caren Cartwright

Address of Rental Unit: 1982 NW 4<sup>th</sup> Court, Miami, FL

33136

This notice is to inform you that your tenancy will be terminated in (90) NINETY days from the date of service of this notice. You are required to vacate the premises and remove all your possessions from the premises by this date: November 17, 2022. All keys to the premises are to be returned upon your move out.

All rent and bills for the premises will be payable until the termination date.

#### PROOF OF SERVICE

I, the undersigned, being at least 18 years of age, declare under penalty of perjury that I served the above notice, of which this is a true copy, on the following tenant(s) in possession in the manner(s) indicated below:

On August 19, 2022 at 2:45 pm, I handed the notice to the tenant(s) personally.

On \_\_\_\_\_, after attempting personal service, I handed the notice to a person of suitable age and discretion at the residence/business of the tenant(s), AND I deposited a true copy in the [Name of Your Postal Service], in a sealed envelope with postage fully prepaid, addressed to the tenant(s) at his/her/their place of residence.

On \_\_\_\_\_, I placed the notice in a conspicuous place at the residence of the tenant(s) AND I deposited a true copy in the Mail in a sealed envelope, addressed to the tenant(s) at his/her/their place of residence.

Landlord: The Southeast Overtown/ Park West Community Redevelopment Agency  
James McQueen, Executive Director  
819 NW 2<sup>nd</sup> Avenue, 3<sup>rd</sup> Floor  
Miami, FL 33136  
(305) 679-6800

Landlord or Agent's Signature:




Donald Hutchinson

**SOUTHEAST OVERTOWN/PARK WEST  
COMMUNITY REDEVELOPMENT AGENCY  
INTER-OFFICE MEMORANDUM**

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To: Board Chair Christine King and Members of the CRA Board      Date: April 20, 2023      File: 13893

Subject: 1919 N.W. 5th Place, Miami, Florida  
33136

From:  James McQueen  
Executive Director      Enclosures: File # 13893 - Bid Waiver Memo  
File # 13893 - Notice to the Public  
File # 13893 - Exhibit A

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**BACKGROUND:**

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency ("SEOPW CRA") with attachment(s), authorizing the City Attorney, as General Counsel to the SEOPW CRA to proceed with legal action, if necessary, against residential tenant of the Town Park Plaza North Condominium Association, Inc., located at 1919 N.W. 5th Place, Miami, Florida 33136 (the "Property"). To obtain possession of the SEOPW CRA owned Property and seek any other legal remedies with the subject tenant referenced in Exhibit "A. Authorizing the Executive Director to negotiate and execute supporting documents against the tenant located at the Property.

**JUSTIFICATION:**

To regain access to SEOPW CRA owned Property.

**FUNDING:**

No fiscal impact.

**FACT SHEET:**

**Company name:** Town Park Plaza North Condominium Association, Inc.

**Address:** 1919 N.W. 5th Place, Miami, Florida 33136

**Scope of work or services (Summary):** To regain access to the Property and seek any other legal remedies ("Purpose"). Authorizing the Executive Director to negotiate and execute supporting documents against the tenant located at the Property.

**AGENDA ITEM  
FINANCIAL INFORMATION FORM**

**SEOPW CRA**

**CRA Board Meeting Date:** April 27, 2023

**CRA Section:**

**Brief description of CRA Agenda Item:**

To obtain possession of the SEOPW CRA owned property located at 1919 NW 5<sup>th</sup> Place, Miami, Florida 33136

Comments: No Fiscal Impact

Approved by:

  
James McQueen, Executive Director 4/20/2023

Approval:

  
Miguel A Valentin, Finance Officer 4/20/2023





# Southeast Overtown/Park West Community Redevelopment Agency

**File Type: CRA Resolution**

**Enactment Number:**

**File Number: 13893**

**Final Action Date:**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY (“SEOPW CRA”), WITH ATTACHMENT “A” ATTACHED, AUTHORIZING THE CITY ATTORNEY, AS GENERAL COUNSEL TO THE SEOPW CRA TO PROCEED WITH LEGAL ACTION, IF NECESSARY, AGAINST RESIDENTIAL TENANT OF THE TOWN PARK PLAZA NORTH CONDOMINIUM ASSOCIATION, INC. (“TPPN”), LOCATED AT 1919 NORTH WEST 5TH PLACE, MIAMI, FLORIDA 33136 (“PROPERTY”), TO OBTAIN POSSESSION OF THE PROPERTY, AND SEEK ANY OTHER LEGAL REMEDIES. PROVIDING FOR INCORPORATION OF RECITAL AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”) owns a residential unit at Town Park Plaza North Condominium Association, Inc. (“TPPN”) located at 1919 North West 5<sup>th</sup> Place, in Miami, Florida 33136 (“Property”), TPPN includes residential rental units (“Apartments”); and

WHEREAS, the SEOPW CRA, with the subject tenant referenced in Exhibit “A”, regarding the Property; and

WHEREAS, on August 19, 2022, notices were delivered to the subject tenant, stating their tenancy shall terminate as of November 17, 2022, attached as Exhibit “A”; and

WHEREAS, as of March 6, 2023, the subject tenant has failed to vacate the Apartments; and

WHEREAS, the SEOPW CRA now wishes to proceed with legal action, if necessary against the tenant referenced in Exhibit “A”, attached and incorporated herein, to collect monies owed and obtain possession of the Property;

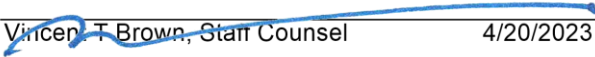
NOW THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated herein as if fully set forth in this Section.

Section 2. The City Attorney, as General Counsel to the SEOPW CRA is hereby authorized to proceed with legal action, if necessary, against the tenant reference in Exhibit “A” attached and incorporated herein to obtain possession of the Property and to seek any other legal remedies.

Section 3. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

 Vincent T. Brown, Staff Counsel 4/20/2023

**THE SOUTHEAST OVERTOWN/PARK WEST  
COMMUNITY REDEVELOPMENT AGENCY  
4/5ths RECOMMENDATION**

---

**To:** Board Chair Christine King  
Members of the SEOPW CRA Board

**Date:** April 27, 2023     **File:**

**Subject:** 4/5ths Bid Waiver to 1919 N.W. 5th Place,  
Miami, Florida 33136

**From:** James McQueen  
Executive Director

**References:**

**Enclosures:** Exhibit A

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**BACKGROUND:**

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”) with attachment(s), authorizing the City Attorney, as General Counsel to the SEOPW CRA to proceed with legal action, if necessary, against residential tenant of the Town Park Plaza North Condominium Association, Inc., located at 1919 N.W. 5th Place, Miami, Florida 33136 (the “Property”). To obtain possession of the SEOPW CRA owned Property and seek any other legal remedies with the subject tenant referenced in Exhibit “A. Authorizing the Executive Director to negotiate and execute supporting documents against the tenant located at the Property.

**RECOMMENDATION:**

To obtain possession of the SEOPW CRA owned Property and seek any other legal remedies. Authorizing the Executive Director to negotiate and execute supporting documents against the tenant located at the Property. As a result, the Executive Director’s recommends approval to obtain possession of the Property.

**Southeast Overtown/Park West Community Redevelopment Agency**

**NOTICE OF PUBLIC HEARING**

The Board of Commissioners (“Board”) of the Southeast Overtown/ Park West Community Redevelopment Agency (“SEOPW CRA”) will hold a Public Hearing on Thursday, April 27, 2023, at 10:00 a.m. or anytime thereafter in the City Commission chambers located at Miami City Hall, 3500 Pan American Drive, Miami, FL 33133. The Board will consider **1919 N.W. 5th Place, Miami, Florida 33136** authorizing the City Attorney to proceed with legal action, if necessary, against residential tenant of the Town Park Plaza North Condominium Association, Inc., located at 1919 N.W. 5th Place, Miami, Florida 33136 (the “Property”). To regain access to the SEOPW CRA owned Property and seek any other legal remedies (“Purpose”).

In accordance with the SEOPW CRA 2018 Redevelopment Plan Update (“Plan”) and Florida Statute 163, the Board will consider authorizing the City Attorney to proceed with legal action, if necessary, against residential tenant of the Town Park Plaza North Condominium Association, Inc., located at 1919 N.W. 5th Place, Miami, Florida 33136 (the “Property”). To obtain possession of the Property and seek any other legal remedies (“Purpose”).

Inquiries regarding this notice may be addressed to James McQueen, Executive Director, SEOPW CRA, at (305) 679-6800.

This action is being considered pursuant to Sections 18-85 (a) of the Code of the City of Miami, Florida as amended (“Code”). The recommendation and findings to be considered in this matter are set forth in the proposed resolution and in Code Sections 18-85 (a), which are deemed to be incorporated by reference herein, and are available as with the scheduled SEOPW CRA Board meeting of Thursday, April 27, 2023, at 10:00 a.m. or anytime thereafter in the City Commission chambers located at Miami City Hall, 3500 Pan American Drive, Miami, Florida 33133.

All comments and questions with respect to the meeting and remote public participation should be addressed to James McQueen, Executive Director, at 819 N.W. 2<sup>nd</sup> Avenue, 3<sup>rd</sup> Floor, Miami, Florida 33136, (305) 679-6800. Should any person desire to appeal any decision of the Board with respect to any matter considered at this meeting, that person shall ensure that a verbatim record of the proceedings is made, including all testimony and evidence upon which any appeal may be based (F.S. 286.0105).

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in this proceeding may contact the Office of the City Clerk at (305) 250-5361 (Voice) no later than five (5) business days prior to the proceeding. TTY users may call via 711 (Florida Relay Service) no later than five (5) business days prior to the proceeding.



Todd B. Hannon  
Clerk of the Board  
Ad No.40289

Christine Forde-King  
Board Chair



James McQueen  
Executive Director

### 90 Day Notice to Vacate

Date: August 19, 2022

Tenant's Name: Renarda Cunningham

Address of Rental Unit: 1919 NW 5<sup>th</sup> Place, Miami, FL 33136

This notice is to inform you that your tenancy will be terminated in (90) NINETY days from the date of service of this notice. You are required to vacate the premises and remove all your possessions from the premises by this date: November 17, 2022. All keys to the premises are to be returned upon your move out.

All rent and bills for the premises will be payable until the termination date.

### PROOF OF SERVICE

I, the undersigned, being at least 18 years of age, declare under penalty of perjury that I served the above notice, of which this is a true copy, on the following tenant(s) in possession in the manner(s) indicated below:

On August 19, 2022 at 2:45 pm., I handed the notice to the tenant(s) personally.

On \_\_\_\_\_, after attempting personal service, I handed the notice to a person of suitable age and discretion at the residence/business of the tenant(s), AND I deposited a true copy in the [Name of Your Postal Service], in a sealed envelope with postage fully prepaid, addressed to the tenant(s) at his/her/their place of residence.

On \_\_\_\_\_, I placed the notice in a conspicuous place at the residence of the tenant(s) AND I deposited a true copy in the Mail in a sealed envelope, addressed to the tenant(s) at his/her/their place of residence.

Landlord: The Southeast Overtown/ Park West Community Redevelopment Agency  
James McQueen, Executive Director  
819 NW 2<sup>nd</sup> Avenue, 3<sup>rd</sup> Floor  
Miami, FL 33136  
(305) 679-6800

Landlord's or Agent's Signature:


  
Donald Hutchinson

SEOPW Board of Commissioners Meeting  
April 27, 2023

**SOUTHEAST OVERTOWN/PARK WEST  
COMMUNITY REDEVELOPMENT AGENCY  
INTER-OFFICE MEMORANDUM**

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To: Board Chair Christine King and Members of the CRA Board      Date: March 3, 2023      File: 13610



From: James McQueen      Subject: 4/5ths Bid Waiver 241 NW 17th Street, LLC.  
Executive Director      Enclosures: File # 13610 - Bid Waiver Memo  
File # 13610 - Notice to the Public  
File # 13610 - Backup

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**BACKGROUND:**

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency ("SEOPW CRA") by a four-fifths (4/5<sup>ths</sup>) affirmative vote after an advertised public hearing, ratifying, approving, and confirming the Executive Director's recommendation and finding that competitive negotiation methods and procedures are not practicable or advantageous pursuant to sections 18-85 and 18-86 of the code of the City of Miami, Florida, as amended, as adopted by the SEOPW CRA; waiving the requirements for competitive sealed bidding as not being practicable or advantageous to the SEOPW CRA; authorizing the allocation of funds to 241 NW 17<sup>th</sup> Street, LLC, a Florida limited liability Company, in an amount not to exceed Four Hundred and Twenty Five Thousand Three Hundred and Two Dollars and Twenty Cents (\$425,302.20) ("Funds") for additional costs associated with the renovation and rehabilitation ("Purpose") of Sir John Guest House located at 241 N.W. 17th Street, Miami, Florida 33136 ("Property").

In 2020, the SEOPW CRA Board of Commissioners approved resolution CRA-R-20-0008 authorizing the issuance of funds in the amount of \$400,000.00 to rehabilitate Sir John Guest House, a two-story residential building consisting of 23 single rooms and five (5) shared bathrooms. As an all-inclusive "flat-rate" housing building, Sir John Guest House will allow low-income residents to enjoy affordable, secure, safe, clean, and private housing in Historic Overtown.

Since the initial allocation of funds was approved, a required 40-year certification was conducted in August of 2021 that revealed significant structural issues placing the building in the jurisdiction of the Unsafe Structures Board and other required work items that were not part of the original scope of work and related funds requests. In addition, the Coronavirus disease ("COVID-19") pandemic has resulted in a significant increase in the cost and availability of materials and the cost of labor. Due to these issues, additional funding will be required to complete the purpose of the Property.

On January 30, 2023, the Property permit was approved, as a result, to comply with the Unsafe Structures Board, the Purpose of the Sir John Guest House must be completed by August 28, 2023.

**JUSTIFICATION:**

Section 2, Goals 4 and 6, of the SEOPW CRA 2018 Redevelopment Plan Update (“Plan”) lists the "creating infill housing, diversity in housing types, and retaining affordable housing" as a stated redevelopment goal.

Florida Statutes, Section 163.335(6) of the Community Redevelopment Act found and declared that there exists " ... a severe shortage of housing affordable to residents of low or moderate income, including the elderly ... [and] such condition[s] affect the health, safety and welfare of the residents ... and retards their growth and economic and social development .... ".

Section 2, Principle 2 of the Plan also provides that the "neighborhood has to retain access to affordable housing even as the neighborhood becomes more desirable to households with greater means" as a stated redevelopment principle.

Section 2, Principle 3 of the Plan further provides that "there must be variety in housing options" as a stated redevelopment principle.

**FUNDING:**

\$425,302.20 to be derived from the SEOPW Tax Increment Fund, entitled “Other Grants and Aids,” Account Code No. 10050.920101.883000.0000.00000.

**FACT SHEET**

**Company name:** 241 NW 17<sup>th</sup> Street, LLC

**Address:** 241 N.W. 17<sup>th</sup> Street, Miami, FL 33136

**Funding total:** \$425,302.20

**Scope of work:** Additional costs towards the renovation and rehabilitation of Sir John Guest House project.

**AGENDA ITEM  
FINANCIAL INFORMATION FORM**

**SEOPW CRA**

**CRA Board Meeting Date:**      April 27, 2023



**CRA Section:**

**Brief description of CRA Agenda Item:**

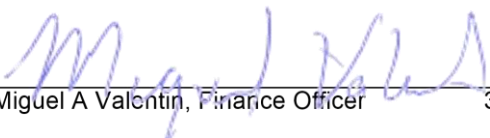
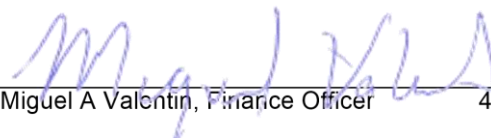
Authorizing a grant to 241 NW 17<sup>th</sup> Street, LLC in an amount not to exceed \$425,302.20 for additional costs associated with the renovation and rehabilitation.

Project Number (if applicable):		
YES, there are sufficient funds in Line Item:		
Account Code: <u>10050.920101.883000.0000.00000</u> Amount: <u>\$425,302.20</u>		
NO (Complete the following source of funds information):		
Amount budgeted in the line item:		\$
Balance in the line item:		\$
Amount needed in the line item:		\$
Sufficient funds will be transferred from the following line items:		
ACTION	ACCOUNT NUMBER	TOTAL
Project No./Index/Minot Object		
From		\$
To		\$
From		\$
To		\$

Comments:  
Approved by:

 _____ James McQueen, Executive Director      3/3/2023	 _____ James McQueen, Executive Director      4/20/2023
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Approval:

 _____ Miguel A Valentin, Finance Officer      3/3/2023	 _____ Miguel A Valentin, Finance Officer      4/20/2023
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## Southeast Overtown/Park West Community Redevelopment Agency

**File Type: CRA Resolution**

**Enactment Number:**

**File Number: 13610**

**Final Action Date:**

(MAY BE DEFERRED) A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA") BY A FOUR-FIFTHS (4/5THS) AFFIRMATIVE VOTE, AFTER AN ADVERTISED PUBLIC HEARING, RATIFYING, APPROVING, AND CONFIRMING THE EXECUTIVE DIRECTOR'S RECOMMENDATION AND FINDING THAT COMPETITIVE NEGOTIATION METHODS AND PROCEDURES ARE NOT PRACTICABLE OR ADVANTAGEOUS PURSUANT TO SECTIONS 18-85 AND 18-86 OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED, AS ADOPTED BY THE SEOPW CRA; WAIVING THE REQUIREMENTS FOR COMPETITIVE SEALED BIDDING AS NOT BEING PRACTICABLE OR ADVANTAGEOUS TO THE SEOPW CRA; AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AN AGREEMENT, IN A FORM ACCEPTABLE TO THE GENERAL COUNSEL, WITH SUPPORTING DOCUMENTS FOR THE ALLOCATION OF FUNDS TO 241 NW17TH STREET, LLC, A FLORIDA LIMITED LIABILITY COMPANY IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED AND TWENTY FIVE THOUSAND THREE HUNDRED AND TWO DOLLARS AND TWENTY CENTS (\$425,302.20) ("FUNDS") FOR ADDITIONAL COSTS ASSOCIATED WITH THE RENOVATION AND REHABILITATION OF THE PROPERTY LOCATED AT 241 N.W. 17TH STREET, MIAMI, FLORIDA 33136 ("PROPERTY"); FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL DOCUMENTS NECESSARY, ALL IN FORMS ACCEPTABLE TO THE GENERAL COUNSEL FOR SAID PURPOSE AND TO DISBURSE FUNDS, AT HIS DISCRETION, ON A REIMBURSEMENT BASIS OR DIRECTLY TO VENDORS, UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION, ALL SUBJECT TO THE AVAILABILITY OF FUNDS; FUNDS TO BE ALLOCATED FROM THE SEOPW CRA TAX INCREMENT FUND, "OTHER GRANTS AND AIDS," ACCOUNT CODE NO. 10050.920101.883000.0000.00000 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Southeast Overtown/Park West Community Redevelopment Agency ("SEOPW CRA") is a community redevelopment agency created pursuant to Chapter 163, Florida Statutes, and is responsible for carrying out community redevelopment activities and projects within its redevelopment area in accordance with the SEOPW CRA 2018 Redevelopment Plan Update ("Plan"); and

WHEREAS, Section 2, Goals 4 and 6, of the SEOPW CRA Plan lists the "creating infill housing, diversity in housing types, and retaining affordable housing" as a stated redevelopment goal; and

WHEREAS, Florida Statutes, Section 163.335(6) of the Community Redevelopment Act found and declared that there exists " ... a severe shortage of housing affordable to residents of low or moderate

income, including the elderly ... and such conditions affect the health, safety and welfare of the residents ... and retards their growth and economic and social development .... "; and

WHEREAS, Section 2, Principle 2 of the Plan also provides that the "neighborhood has to retain access to affordable housing even as the neighborhood becomes more desirable to households with greater means" as a stated redevelopment principle; and

WHEREAS, Section 2, Principle 3 of the Plan further provides that "there must be variety in housing options" as a stated redevelopment principle; and

WHEREAS, 241 NW 17<sup>th</sup> Street, LLC ("Owner"), is the owner of the Sir John Guest House located at 241 N.W. 17<sup>th</sup> Street, Miami, Florida 33136 ("Property"); and

WHEREAS, in 2020, the SEOPW CRA Board of Commissioners approved resolution CRA-R-20-0008 authorizing the issuance of a grant in the amount of Four Hundred and Twenty Five Thousand Three Hundred and Two Dollars and Twenty Cents (\$425,302.20) for the rehabilitation of the Property; and

WHEREAS, the construction project for the Property requires additional funding for completion due to additional scope of work items relating to structural and other issues as part of the required 40-year recertification process in addition to an increase in material and labor costs ("Purpose") stemming from the Covid-19 pandemic; and

WHEREAS, the Owner has requested additional funds to complete the project; and

WHEREAS, based on the recommendation and finding of the Executive Director, it is in the SEOPW CRA's best interest for the Board of Commissioners to authorize, by an affirmative four-fifths (4/5ths) vote, a waiver of competitive sealed bidding procedures pursuant to Section 18-85 and 18-86 of the Code of the City of Miami, Florida, as amended ("City Code"), as adopted by the SEOPW CRA, the issuance of funds to the Owner, in an amount not to exceed Four Hundred and Twenty Five Thousand Three Hundred and Two Dollars and Twenty Cents (\$425,302.20) ("Funds") for the Property; and

WHEREAS, the Board of Commissioners finds that authorizing this Resolution would further the aforementioned redevelopment goals and objectives;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated herein as if fully set forth in this Section.

Section 2. By a four-fifths (4/5ths) affirmative vote, after an advertised public hearing, the Executive Director's recommendation, and written finding pursuant to Section 18-85 and 18-86 of the City Code, as adopted by the SEOPW CRA, are ratified, and confirmed and the requirements for competitive sealed bidding and competitive negotiation methods as not being practicable or advantageous to the SEOPW CRA are waived.

Section 3. The Executive Director is hereby authorized to negotiate and execute an agreement, in a form acceptable to the General Counsel, and to disperse the Funds, at his discretion, on a reimbursement basis or directly to vendors, upon presentation of invoices and satisfactory documentation from the SEOPW Tax Increment Fund, entitled "Other Grants and Aids," Account Code No.

10050.920101.883000.0000.00000, subject to the availability of funds to the Owner for the renovation and rehabilitation of the Property.

Section 4. The Executive Director is hereby authorized to execute all documents necessary, all in forms acceptable to the General Counsel for said Purpose.

Section 5. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

  
Vincen T. Brown, Staff Counsel 4/20/2023

  
Vincen T. Brown, Staff Counsel 3/3/2023

**SOUTHEAST OVERTOWN/PARK WEST  
COMMUNITY REDEVELOPMENT AGENCY  
INTER-OFFICE 4/5ths RECOMMENDATION**

**To:** Board Chair Christine Forde-King  
and Members of the SEOPW CRA Board

**Date:** March 9, 2023

**File:**

**Subject:** 4/5<sup>th</sup>s Bid Waiver 241 NW 17<sup>th</sup> Street, LLC.

**From:** James McQueen  
Executive Director

**References:**

**Enclosures:**

**BACKGROUND:**

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency ("SEOPW CRA") by a four-fifths (4/5ths) affirmative vote after an advertised public hearing, ratifying, approving, and confirming the Executive Director's recommendation and finding that competitive negotiation methods and procedures are not practicable or advantageous pursuant to sections 18-85 and 18-86 of the code of the City of Miami, Florida, as amended, as adopted by the SEOPW CRA; waiving the requirements for competitive sealed bidding as not being practicable or advantageous to the SEOPW CRA; authorizing the allocation of funds to 241 NW 17th Street, LLC, a Florida limited liability Company, in an amount not to exceed Four Hundred and Twenty Five Thousand Three Hundred and Two Dollars and Twenty Cents (\$425,302.20) ("Funds") for additional costs associated with the renovation and rehabilitation ("Purpose") of Sir John Guest House located at 241 N.W. 17th Street, Miami, Florida 33136 ("Property").

In 2020, the SEOPW CRA Board of Commissioners approved resolution CRA-R-20-0008 authorizing the issuance of funds in the amount of \$400,000.00 to rehabilitate Sir John Guest House, a two-story residential building consisting of 23 single rooms and five (5) shared bathrooms. As an all-inclusive "flat-rate" housing building, Sir John Guest House will allow low-income residents to enjoy affordable, secure, safe, clean, and private housing in Historic Overtown.

Since the initial allocation of funds was approved, a required 40-year certification was conducted in August of 2021 that revealed significant structural issues placing the building in the jurisdiction of the Unsafe Structures Board and other required work items that were not part of the original scope of work and related funds requests. In addition, the Coronavirus disease ("COVID-19") pandemic has resulted in a significant increase in the cost and availability of materials and the cost of labor. Due to these issues, additional funding will be required to complete the purpose of the Property.

On January 30, 2023, the Property permit was approved, as a result, to comply with the Unsafe Structures Board, the Purpose of the Sir John Guest House must be completed by August 28, 2023.

**RECOMMENDATION:**

The SEOPW CRA recommends 241 NW 17<sup>th</sup> Street, LLC, to provide affordable, flat-rate housing to low-income individuals. As a result, the Executive Director recommends approval of a bid waiver.

Attachment: File # 13610 - Bid Waiver Memo (13610 : 4/5ths Bid Waiver 241 NW 17th Street, LLC.)

Christine Forde-King  
Board Chair



James McQueen  
Executive Director

## Southeast Overtown/Park West Community Redevelopment Agency

### NOTICE OF PUBLIC HEARING

The Board of Commissioners ("Board") of the Southeast Overtown/ Park West Community Redevelopment Agency ("SEOPW CRA") will hold a Public Hearing on Thursday, March 9, 2023, at 10:00 a.m. or anytime thereafter in the City Commission chambers located at Miami City Hall, 3500 Pan American Drive, Miami, FL 33133. The Board will consider the award of grant funds to **241 N.W. 17th Street, LLC**, a legal entity authorized to transact business/render services in the State of Florida, to underwrite additional costs associated with the renovation and rehabilitation of Sir John Guest House located at 241 N.W. 17th Street, Miami, Florida 33136.

In accordance with the SEOPW CRA 2018 Redevelopment Plan Update ("Plan") and Florida Statutes 163, the Board will consider funding, in an amount not to exceed \$425,302.20 ("Funds") which is envisioned to reduce slum and blight.

Inquiries regarding this notice may be addressed to James McQueen, Executive Director, SEOPW CRA, at (305) 679-6800.

This action is being considered pursuant to Sections 18-85 (a) of the Code of the City of Miami, Florida as amended ("Code"). The recommendation and findings to be considered in this matter are set forth in the proposed resolution and in Code Sections 18-85 (a), which are deemed to be incorporated by reference herein, and are available as with the scheduled CRA Board meeting of Thursday, March 9, 2023, at 10:00 a.m. or anytime thereafter in the City Commission chambers located at Miami City Hall, 3500 Pan American Drive, Miami, FL 33133.

All comments and questions with respect to the meeting and remote public participation should be addressed to James McQueen, Executive Director, at 819 N.W. 2<sup>nd</sup> Avenue, 3rd Floor, Miami Florida 33136 (305) 679-6800. Should any person desire to appeal any decision of the Board with respect to any matter considered at this meeting, that person shall ensure that a verbatim record of the proceedings is made, including all testimony and evidence upon which any appeal may be based (F.S. 286.0105).

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in this proceeding may contact the Office of the City Clerk at (305) 250-5361 (Voice), not later than two (2) business days prior to the proceeding. TTY users may call 711 (Florida Relay Service), not later than two (2) business days prior to the proceeding.

(SEOPW CRA Seal)  
Ad No.

Todd B. Hannon  
Clerk of the Board

Attachment: File # 13610 - Notice to the Public (13610 : 4/5ths Bid Waiver 241 NW 17th Street, LLC.)

**Sir John Guest House - 241 NW 17th ST - Rehabilitation  
Estimated Project Cost**

Original 2020 Grant Amount	\$400,000
Expended Amount for Completed Work	\$32,470
Remaining Available Funds	\$367,530

Construction Proposal-rehab w/ responsible wages	\$920,466
Permit fees (master, sub-permits, & 40 year)	\$0 (Included in proposal)
Insurance and Bonds	\$0 (included in proposal)
Total Cost for Remaining & New Work	\$920,466
Remaining Available Funds	\$367,530
<b>Additional Funds Required</b>	<b>\$552,936</b>

**Requested Grant Amount                      \$550,000**

**Changes in current grant request/proposal compared to original grant:**

- 1. Original grant construction proposal was obtained prior to any plans being completed.
- 2. Since original grant a 40 year recertification for building was triggered. Engineer's report indicated additional scope items must be included in project including addressing structural issues (sagging floors, corroded steel stairs, and electrical upgrades).
- 3. The current/new construction proposal is based on completed and permitted detailed plans.
- 4. The current/new construction proposal includes responsible wages per grant agreement (increase of \$73,200 over previous proposal which did not have responsible wages).
- 5. Permit fees originally estimated were much lower than actual fees (increase of \$37,500).
- 6. Inflation since original proposal contributed to increased cost - original proposal was prior to Covid pandemic.

Attachment: File # 13610 - Backup (13610 : 4/5ths Bid Waiver 241 NW 17th Street, LLC.)

2/17/2023

Mr. McQueen,

I am writing to request a grant of \$550,000 to complete the affordable housing project located at 241 NW 17 Street Miami, FL 33136 ("Sir John").

Sir John is a two-story residential building consisting of 23 single rooms and 5 shared bathrooms. It is an ideal residence for members of the community to enjoy affordable, secure, safe, clean, and private housing in Historic Overtown. Historically, guest houses, or rooming houses, have been a large part of the fiber of historically African-American communities, first-generation immigrant communities, and many other communities in the City of Miami. As an all-inclusive "flat-rate" housing building, Sir John allows low-income residents to enjoy the housing environment they deserve. Residents of Sir John can save money without the worries of unpredictable utilities thus allowing them to financially prepare for transitioning from a room, with shared bath, to a full housing setting such as an apartment or home. Sir John creates an ideal opportunity for residents transitioning, either out of homelessness or an involuntary downscale, to avoid homelessness by creating a below-market housing option.

Since my initial grant request in April of 2020, a required 40-year certification was conducted in August of 2021 that revealed structural issues (which put the building in the jurisdiction of the Unsafe Structures Board) and other issues that were not part of the original scope of work and related grant request. In addition, the pandemic, inflation, the cost of materials, and the cost of labor has materially increased since my initial grant request. Overall, all of the foregoing factors have increased the project cost. Please note that construction will be a very basic retrofit to a 1941 building in order to refresh the interior and exterior, reinforce the structure, and bring the building up to code where required.

With respect to the construction status of the project, my plans were submitted in August 2022 with the permits approved on 1/30/23. As this building is currently under an order of the Unsafe Structures Board, all permits must be closed by 8/28/2023.

Thank you for your consideration.

Sincerely,

Amani Kancey

241 NW 17 Street LLC

Attachment: File # 13610 - Backup (13610 : 4/5ths Bid Waiver 241 NW 17th Street, LLC.)

IGWT Construction, Inc.  
 5931 NW 173rd Drive Suite # 1  
 Hialeah, FL 33015  
 License No. CGC062699



Tel.786.518.2394 Fax.786.518.2465  
 info@igwtconstructioninc.us  
 www.igwtconstructioninc.us

2/17/2023

# Proposal

**PROPOSAL SUBMITTED TO:**

**241 NW 17th Street LLC  
 241 NW 17th St  
 Miami, FL 33136**

**WORK TO BE PERFORMED AT:**

**Sir John Guest House  
 241 NW 17th St  
 Miami, FL 33136**

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

Scope of Work	Unit Price	Quant	Total	
<b>Sitework and Complete Interior Retrofit</b>				
				<b>L (Thous)</b>
General Conditions	\$ 2,500.00	6	\$ 15,000.00	
Permitting	\$ 45,000.00	1	\$ 45,000.00	
Project Manager	\$ 20,000.00	1	\$ 20,000.00	
Demolition (Flooring; Walls; Ceilings)	\$ 4,500.00	\$ 22,000.00	1.5	\$ 33,000.00 18
Sitework (Water & Sewer; Fill & Grade; Paving & Striping; Sod)	\$ 2,000.00	\$ 67,500.00	1	\$ 67,500.00 8
Reinforce Floor Joists; Wall & Ceiling Framing	\$ 2,500.00	\$ 18,500.00	1	\$ 18,500.00 10
HVAC	\$ 5,000.00	\$ 3,000.00	22	\$ 55,000.00 20
Electric	\$ 6,000.00	\$ 42,000.00	1	\$ 42,000.00 24
Plumbing	\$ 5,000.00	\$ 38,000.00	1	\$ 38,000.00 20
Fire Protection (to Code)	\$ 1,000.00	\$ 7,500.00	1	\$ 7,500.00 4
Insulation	\$ 1,000.00	\$ 8,500.00	1	\$ 8,500.00 4
Drywall	\$ 5,000.00	\$ 35,500.00	1	\$ 35,500.00 20
Painting (Interior and Exterior)	\$ 5,000.00	\$ 29,500.00	1	\$ 29,500.00 20
Stair Assembly (Stairs & Metal Railings)	\$ 2,000.00	\$ 7,500.00	2	\$ 15,000.00 8
Impact Windows & Doors (Exterior)	\$ 10,000.00	\$ 2,000.00	70	\$ 140,000.00 40
Interior Doors	\$ 1,000.00	\$ 250.00	50	\$ 12,500.00 4
Roofing	\$ 5,000.00	\$ 1,500.00	24	\$ 36,000.00 20
Flooring Tile (Labor & Material)	\$ 4,000.00	\$ 2,400.00	10	\$ 24,000.00 12
Baseboards	\$ 2,000.00	\$ 500.00	25	\$ 12,500.00 8
Security		\$ 700.00	32	\$ 22,400.00
OH&P Fee	\$ 12,200.00	\$ 677,400.00	0.2	\$ 135,480.00
<b>Increase Due to Surety Bond Requirement</b>		\$ 812,880.00	0.03	\$ 24,386.40
<b>Increase Due to Builder's Risk Requirement</b>	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00
<b>Increase Due to Responsible Rate</b>	\$ 73,200.00	\$ 73,200.00	1	\$ 73,200.00
<b>Total:</b>			<b>\$ 920,466.40</b>	

Attachment: File # 13610 - Backup (13610 : 4/5ths Bid Waiver 241 NW 17th Street, LLC.)

All materials are guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for the above work, and completed in a substantial workmanlike manner for the sum of:

**Nine Hundred Twenty Thousand Four Hundred Sixty Six Dollars 40/00**

**\$ 920,466.40**

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

**ACCEPTANCE OF PROPOSAL**

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

Signature \_\_\_\_\_

Date \_\_\_\_\_