City of Miami

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



Meeting Agenda
Thursday, May 25, 2023

10:00 AM

City Hall 3500 Pan American Drive Miami, FL 33133

SEOPW Community Redevelopment Agency

Christine King, Chair, District Five Alex Diaz 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

SEOPW CRA OFFICE ADDRESS: 819 NW 2ND AVENUE, 3RD FLOOR MIAMI, FL 33136 Phone: (305) 679-6800 | Fax (305) 679-6835 www.miamicra.com

CALL TO ORDER

CRA PUBLIC COMMENTS

CRA RESOLUTION

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 THE EXECUTIVE DIRECTOR'S CONFIRMING RECOMMENDATION AND FINDING THAT COMPETITIVE NEGOTIATION METHODS AND PROCEDURES ARE NOT PRACTICABLE 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 TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$25,000.00) ("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 ALL-STAR YOUTH ESCAPE CAR WASH DETAIL - SECOND CHANCE INITIATIVE ("PROGRAM") THAT PROVIDES ON-THE-JOB TRAINING SERVICES AND ENTREPRENEURIAL SKILLS TO YOUTHS WITHIN THE SEOPW CRA REDEVELOPMENT AREA; 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 FOR THE PURPOSE STATED HEREIN: SUBJECT TO THE AVAILABILITY OF FUNDING: PROVIDING FOR INCORPORATION OF RECITALS. AND PROVIDING FOR AN EFFECTIVE DATE.

File # 13885 - Bid Waiver Memo - 2023-04-27

File # 13885 - Notice to the Public -2023-04-27

File # 13885 - Backup -2023-04-27

File # 13885 - Notice to the Public

File # 13885- Bid Waiver Memo

File # 13885 - Backup

2. CRA RESOLUTION

14028

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 PROCEDURES ARE NOT PRACTICABLE OR METHODS AND 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 DISPERSE FUNDS, AT HIS DISCRETION, ON A REIMBURSEMENT BASIS OR DIRECTLY TO VENDORS, UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION FROM THE GRANTS AND AIDS" ACCOUNT, ACCOUNT NO. 10050.920101.883000.0000.00000, IN AN AMOUNT TO NOT EXCEED SEVENTY-FOUR THOUSAND TWO HUNDRED AND ONE DOLLARS AND NINETY NINE CENTS (\$74,201.99) ("FUNDS"), TO GIRL POWER ROCKS, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION ("GPR"), TO ASSIST WITH THE SUMMER SCIENCE, TECHNOLOGY, ENGINEERING, ART, AND MATH ("STEAM") WORKFORCE CAMP ("PROGRAM"); FURTHER AUTHORIZING 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; SUBJECT TO THE AVAILABILITY OF FUNDING; PROVIDING FOR INCORPORATION OF RECITALS, AND PROVIDING FOR AN EFFECTIVE DATE.

File # 14028 - Bid Waiver Memo File # 14028 - Notice to the Public File # 14028 - Backup

3. CRA RESOLUTION

14029

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 ARE PROCEDURES NOT PRACTICABLE OR METHODS AND 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 DISPERSE FUNDS, AT HIS DISCRETION, ON A REIMBURSEMENT BASIS OR DIRECTLY TO VENDORS, UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION FROM THE GRANTS AND AIDS" ACCOUNT, ACCOUNT NO. 10050.920101.883000.0000.00000, IN AN AMOUNT TO NOT EXCEED FIVE MILLION DOLLARS AND ZERO CENTS (\$5,000,000.00) ("FUNDS"), TO GIRL POWER ROCKS, INC. ("GPR"), A FLORIDA NOT-FOR-PROFIT CORPORATION, TO ASSIST WITH THE DEVELOPMENT OF MAMA HATTIE'S HOUSE, A MIXED-USE DEVELOPMENT WITH ADMINISTRATIVE SPACE ON THE GROUND FLOOR: 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; SUBJECT TO THE AVAILABILITY OF FUNDING; PROVIDING FOR INCORPORATION OF RECITALS, AND PROVIDING FOR AN EFFECTIVE DATE.

File # 14029 - Bid Waiver Memo File # 14029 - Notice to the Public File # 14029 - Backup

14030

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 PROCEDURES ARE NOT METHODS AND 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 GRANTS AND AIDS" ACCOUNT, ACCOUNT NO. 10050.920101.883000.0000.00000, - SEOPW - OTHER GRANT AND AIDS IN AN AMOUNT NOT TO EXCEED SIXTY THOUSAND DOLLARS AND ZERO CENTS (\$60,000.00) ("FUNDS"), TO LIBERTY CITY COMMUNITY REVITALIZATION TRUST, A QUASI-PUBLIC ENTITY CREATED IN 2006 BY CITY OF MIAMI ORDINANCE NO. 12859 ("LIBERTY CITY TRUST"), TO ASSIST WITH THE YOUTH EMPLOYMENT PROGRAM ("YEP"), PROVIDING EMPLOYABILITY AND FINANCIAL MANAGEMENT ("PURPOSE"); 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; SUBJECT TO THE AVAILABILITY OF FUNDING; PROVIDING FOR INCORPORATION OF RECITALS, AND PROVIDING FOR AN EFFECTIVE DATE.

File # 14030 - Bid Waiver Memo File # 14030 - Notice to the Public File # 14030 - Backup

5. CRA RESOLUTION

14031

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 PROCEDURES ARE NOT METHODS AND 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 GRANTS AND AIDS" ACCOUNT, ACCOUNT NO. 10050.920101.883000.0000.00000, - SEOPW - OTHER GRANT AND AIDS, TO AUTHORIZE THE ALLOCATION OF GRANT FUNDS IN AN AMOUNT NOT TO EXCEED EIGHTY TWO THOUSAND EIGHT HUNDRED AND SEVENTEEN DOLLARS AND FORTY ONE CENTS (\$82,817.41) ("FUNDS"), TO THE OVERTOWN YOUTH CENTER, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION ("OYC"), TO UNDERWRITE COSTS ASSOCIATED WITH THE YOUTH INTERNSHIP PROGRAM ("PROGRAM"), LOCATED AT 450 N.W. 14TH STREET, MIAMI, FLORIDA 33136 ("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; SUBJECT TO THE AVAILABILITY OF FUNDING; PROVIDING FOR INCORPORATION OF RECITALS, AND PROVIDING FOR AN EFFECTIVE DATE.

File # 14031 - Bid Waiver Memo File # 14031 - Notice to the Public

File # 14031 - Backup

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 PROCEDURES ARE NOT METHODS AND PRACTICABLE 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. ACCOUNT 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. Α CHURCH, INC., FLORIDA NOT-FOR-PROFIT CORPORATION ("BETHEL"), FOR STRUCTURAL AND ELECTRICAL REPAIRS AND IMPROVEMENTS ("PURPOSE"), TO PROPERTY LOCATED AT 245 N.W. 8TH STREET, MIAMI, FLORIDA 33136 ("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; SUBJECT TO THE AVAILABILITY OF FUNDING; PROVIDING FOR INCORPORATION OF RECITALS, AND PROVIDING FOR AN EFFECTIVE DATE.

File # 13887 - Bid Waiver Memo -2023-04-27 File # 13887 - Notice to the Public- 2023-04-27

File # 13887 - Backup -2023-04-27 File # 13887 - Bid Waiver Memo

File # 13887- Notice to the Public

File # 13887 - Backup

13610

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 PROCEDURES ARE NOT METHODS AND 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 FIVE HUNDRED AND FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$550,000.00) ("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, SUBJECT TO THE AVAILABILITY OF FUNDS; FUNDS TO BE ALLOCATED FROM THE SEOPW CRA TAX INCREMENT FUND, "OTHER GRANTS AND AIDS" ACCOUNT, ACCOUNT 10050.920101.883000.0000.00000; **PROVIDING** INCORPORATION OF RECITALS, AND PROVIDING FOR AN EFFECTIVE DATE.

File # 13610 - Bid Waiver Memo - 2023-04-27

File # 13610 - Notice to the Public -2023-04-27

File # 13610 - Backup -2023-04-27

File # 13610 - Bid Waiver Memo

File # 13610 - Notice to the Public

File # 13610- Backup

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 **PROCEDURES** ARE NOT METHODS AND PRACTICABLE 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, ACCOUNT NO. 10050.920101.883000.0000.00000, SUBJECT TO THE AVAILABILITY OF FUNDING; PROVIDING FOR INCORPORATION OF RECITALS, 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 - 2023-04-27

File # 13611 - Notice to the Public- 2023-04-27

File # 13611 - Backup-2023-04-27

File # 13611 - Bid Waiver Memo

File # 13611 - Notice to the Public

File # 13611- Backup

9. CRA RESOLUTION

14034

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 PROCEDURES ARE NOT METHODS AND 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 GRANTS AND AIDS" ACCOUNT, ACCOUNT NO. 10050.920101.883000.0000.00000. IN AN AMOUNT TO NOT EXCEED ONE MILLION EIGHT HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$1,800,000.00) ("FUNDS"), TO 1818 APARTMENT RENTAL, LLC, A LIMITED LIABILITY COMPANY ("1818"), FOR REHABILITATION OF 1818 N.W. 2ND COURT ("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; SUBJECT TO THE AVAILABILITY OF FUNDING; PROVIDING FOR INCORPORATION OF RECITALS AND AN EFFECTIVE DATE.

File # 14034 - Notice to the Public File # 14034- Bid Waiver Memo File # 14034- Backup

10. CRA RESOLUTION

14032

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA"), WITH EXHIBIT "A" ATTACHED, AUTHORIZING THE CITY ATTORNEY, AS SPECIAL GENERAL COUNSEL TO THE SEOPW CRA, FOR THE SOLE PURPOSE OF PROCEEDING WITH LEGAL ACTION, IF NECESSARY, AGAINST A RESIDENTIAL TENANT, RENARDA CUNNINGHAM, IN POSSESSION OF PROPERTY OWNED BY THE SEOPW CRA, LOCATED AT 1919 NORTH WEST 5TH PLACE, MIAMI, FLORIDA 33136 ("PROPERTY"), TO OBTAIN POSSESSION OF THE PROPERTY, AND SEEK ANY OTHER LEGAL REMEDIES PROVIDED BY LAW; AND PROVIDING FOR INCORPORATION OF RECITAL AND AN EFFECTIVE DATE.

File # 14032 - Exhibit A

11. CRA RESOLUTION

14033

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA"), WITH EXHIBIT "A" ATTACHED, AUTHORIZING THE CITY ATTORNEY, AS SPECIAL GENERAL COUNSEL TO THE SEOPW CRA, FOR THE SOLE PURPOSE OF PROCEEDING WITH LEGAL ACTION, IF NECESSARY, AGAINST A RESIDENTIAL TENANT, CAREN CARTWRIGHT, IN POSSESSION OF PROPERTY OWNED BY THE SEOPW CRA, LOCATED AT 1982 NORTH WEST 4TH COURT, MIAMI, FLORIDA 33136 ("PROPERTY"), TO OBTAIN POSSESSION OF THE PROPERTY, AND SEEK ANY OTHER LEGAL REMEDIES PROVIDED BY LAW; PROVIDING FOR INCORPORATION OF RECITAL AND AN EFFECTIVE DATE.

File # 14033 - Exhibit A

ADJOURNMENT

SEOPW Board of Commissioners Meeting May 25, 2023

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

To: Board Chair Christine King and

Members of the CRA Board

Subject: 4/5ths Bid Waiver Encouraging

Dreamers Breaking Barriers LLC.

File: 13885

From: James McQueen

Executive Director

Enclosures: File # 13885 - Bid Waiver Memo -

2023-04-27

File # 13885 - Notice to the Public -2023-04-

27

File # 13885 - Backup -2023-04-27 File # 13885 - Notice to the Public File # 13885- Bid Waiver Memo

File # 13885 - Backup

Date: April 20, 2023

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 \$25,000.00 ("Funds"), to support EDBB All-Star Youth Escape Car wash Detail – Second Chance Initiative ("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 2018 Southeast Overtown/Park West Community Redevelopment Plan Update ("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:

\$25,000.00 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: \$25,000.00

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): EDBB All-Star Youth Escape Car wash Detail – Second Chance Initiative ("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: May 25, 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 \$25,000.00, to support EDBB Allstars Youth Escape Detailing Services.

Project Number (if applicable):						
YES, there	e are sufficient funds in Line Item:					
Account C	ode: <u>10050.920101.883000.0000.00000</u>	Amount: \$25,000.00				
NO (Com	plete the following source of funds info	ormation):				
Am	ount budgeted in the line item: \$					
Bala	ance in the line item: \$					
Am	ount needed in the line item: \$					
Sufficient f	funds will be transferred from the followin	ng line items:				
ACTION	ION ACCOUNT NUMBER TOTAL					
Project No./Index/Minot Object						
From		\$				
То		\$				
From		\$				
То		\$				

Comments:

Approved by:

James McQueen Executive Director

4/20/2023 James McQueen: Executive Director

5/18/2023

Approval:

Miguel A Valentin, Finance Officer

4/20/2023 Miguel A Valentin, Finance Officer

5/18/2023



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 TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$25,000.00) ("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 ALL-STAR YOUTH ESCAPE CAR WASH DETAIL - SECOND CHANCE INITIATIVE ("PROGRAM") THAT PROVIDES ON-THE-JOB TRAINING SERVICES AND ENTREPRENEURIAL SKILLS TO YOUTHS WITHIN THE SEOPW CRA REDEVELOPMENT AREA: 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 FOR THE PURPOSE STATED HEREIN: SUBJECT TO THE AVAILABILITY OF FUNDING: PROVIDING FOR INCORPORATION OF 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 Update ("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 N.W. 3rd 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 All-Star Youth Escape Car Wash Detail – Second Chance Initiative ("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 Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) ("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; 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 (4/5th) 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:

Vincen T Brown, Staff Counsel 5/18/2023 Vincen T Brown, Staff Counsel 4/20/2023

Southeast Overtown/Park West Community Redevelopment Agency

NOTICE OF PUBLIC HEARING

The Board of Commissioners ("Board") of the <u>Southeast Overtown/ Park West Community Redevelopment Agency ("SEOPW CRA")</u> will hold a Public Hearing on Thursday, May 25, 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 allocation of funding to **Encouraging Dreamers Breaking Barrier, LLC ("EDBB")**, to underwrite costs associated with the rehabilitation of the property at 1818 N.W. 2nd Court, Miami, Florida, 33136.

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 One Million Eight Hundred Thousand Dollars and Zero Cents (\$1,800,000.00) for the project. The owners of the building are requesting support towards the rehabilitation of the building and have agreed to maintain the units as affordable.

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, May 25, 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. 2nd 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.40304

SEOPW Board of Commissioners Meeting May 25, 2023

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

To: Board Chair Christine King

and Members of the SEOPW CRA Board

Date: May 25, 2023

File: 13885

Subject: Request to waive competitive sealed bidding

methods pursuant to City Code 18-85(a) for 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 Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) ("Funds"), to support EDBB All-Star Youth Escape Car wash Detail – Second Chance Initiative ("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 female 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 recommends approval of a bid waiver.

APPROVED BY:

James McQueen, Executive Director

PROPOSED FUNDING REQUEST



Encouraging Dreamers Breaking Barriers, LLC

Project Name

EDBB All-Star Youth Escape Car Wash Detail - Second Chance Initiative

Prepared For

The City of Miami SEOPW CRA

Prepared By

Ijamyn Gray

Encouraging Dreamers Breaking Barriers, LLC

1490 NW 3rd Avenue, Ste 106 | Miami, FL 33136

Tel: 786.317.7729

ijamyngray62@gmail.com

Submitted on

May 15th, 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. Our mission is to provide mentorship while uniting the diverse cultures in underprivileged communities by exposing them to entrepreneurship opportunities while educating them in life skills training 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. Our most current on the job paid training and job placement opportunities are offered through our EDBB All-Star Youth Escape Car Wash Detail - Second Chance Initiative, launched in August of 2021, amid the pandemic. Our carwash initiative has been successful in improving the quality of life for our participants by offering many of them a second chance in becoming productive citizens and assuring job placement after completion of their job training. Our mobile carwash pop-ups have also allowed our participants to provide services at many community events and businesses within the City of Miami. Our program has two components, since we cater to youth and young adults, we have both a **Work Force Training Program** and a **Youth Program**. Below are the details of both programs:

WORK FORCE PROGRAM:

After completion/graduation of our work force program, we assist our graduates entering the workforce by offering them job placement opportunities within the car wash industry. We are currently in the process of equipping all of our car detailing vehicles which will allow us to dispatch multiple teams of 5-7 workers to different locations and on multiple contracts. Our program also offers entrepreneurship opportunities where we teach participants how to become business owners and provide them with the necessary trainings and tools they need to succeed. We have also partnered with Career Source and other organizations, mentors and professionals who assist our participants with entering the workforce upon completion of our program. We host and participate in networking events, hiring events and community events in order to expose our participants to potential workforce opportunities. Although, our hope is for our participants to continue working with us in the car wash industry and expand our services, we do understand that for many of them this is just a steppingstone and so, we provide them with the opportunity to fulfill their dreams and teach them how to break through any barriers that may prevent them from doing so.

YOUTH PROGRAM:

Our Youth Program takes place during the spring and summer breaks. Our secondary school participants and college participants are given the opportunity to be a part of our program for one (1) week during Miami Dade County Public School Spring Break and four (4) weeks during the Miami Dade County Public School Summer Break. During this time, participants receive professional and soft skill trainings, group and one-on-one mentorship and car wash detailing trainings. At the end of the spring break session participants receive a stipend ranging between \$150 - \$200 (depending on the number of hours worked). Since the summer break program is more intense and longer, each participant is compensated \$15 per hour for their participation.

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 **Twenty-Five Thousand Dollars** (\$25,000.00) to be used to fund our car wash/mentorship initiative expenses. With your sponsorship we will be able to reach fifteen to twenty young people living within the City of Miami SEOPW CRA 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 first 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 <u>Twenty-Five Thousand Dollars (\$25,000.00)</u> 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	\$ 20,000.00
2	ADMINISTRATIVE SERVICES/AUDITING/BOOKKEEPING	\$ 2,000.00
3	SUPPLIES (operational and office supplies)	\$ 1,000.00
4	MEALS	\$ 1,000.00
5	UNIFORMS	\$ 1,000.00
	Infrastructure Request – EDBB is requesting the continued use of the property located at 1490 NW 3 rd Avenue for its services and mentorship program	
		4 0 - 0 0 0 -
	Total Budget	\$ 25,000.00

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. The requested funding are needed in order to assist with the expenses associated with our program.

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 Star Youth Escape Car Wash Detailing Services)



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 The hiring of 15-20 youth and adults within the City of Miami The participation of 15 youth volunteers during Spring break	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 • Neighborhood Price Choice	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 • 2 Guys, Chic-fil-A	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	









Email: encouragingdreamers@gmail.com

EDBB Annual Signature Events



2022 – EDBB Youth Escape Summer Camp Program

Growing up in an underprivileged community, I understand the barriers many of our youth are

facing today. Our underserved communities are infested with gun violence, crime, and poverty. Determined to make a positive difference and help change the narrative among our youth hence I created, EDBB Allstars Detailing Services Summer Car Wash Camp. We hired twenty-five (25) youth from different communities within City of Miami and Miami-Dade County to earn and learn during a four-week program. The youth then, received on the job training from the EDBB carwash team. They participated in several trainings during these weeks such as New Employee Orientation, Money Management Tools, Positive Thinking, and Customer Service Skills. They also received empowerment from community leaders and City of Miami Police staff. The youth were taken on fieldtrips allowing them to be exposed to City of Miami and Miami-Dade

Commission Meetings, The Miami Dolphins Football Training Camp, Community Pop-Up Events, and much more. After completion of our four-week summer break program each participate received a \$15 per hour stipend for the hours worked as well as volunteer hours. This program was a success and a game changer for the youth in our community. Our true mission was realized as these youth were taught to always dream the impossible and believe God will show them that all things are possible.





My Experience with The EDBB Allstars has been nothing short of amazing. I have gained so much knowledge, met important people and learned great car wash skills. Working at the car wash and being able to work flexible hours has been helpful for me while I am in college.



^{|∼} Byron Hart



Email: encouragingdreamers@gmail.com

<u> 2022 – EDBB Youth Escape Summer Camp Experiences</u>

















Email: encouragingdreamers@gmail.com



2022 – EDBB Youth Escape Spring Break Experience

EDBB Allstars Detailing Services spring break youth escape experience was very inspiring and rewarding. We

hired twenty-five (25) youth from different communities within City of Miami and Miami-Dade County to earn and learn for one week. At the beginning of the week the youth participated in money management, positive thinking, and customer service trainings. Our true mission was realized as these youth were taught to always dream the impossible and believe God will show you that all things are possible. They learned the meaning of breaking barriers that they may face in life and how not to use negative language like "but I can't" or "those white folks won't give me a chance", because these are all self-inflicted barriers we create. The youth then, received on the job training from the EDBB carwash team. This gave me an opportunity to observe my team in action. It was great to see the compassion and leadership skills shown towards these youth by my team. Once trained on all car detailing positions the youth were divided into groups and assigned specific jobs like, tire specialist, interior specialist, window specialist and vacuum specialist. Each youth that completed the spring break training was compensated a \$150 stipend and was taken out for a celebration dinner at Golden Corral. This experience was beneficial for both the participants and the EDBB team. It benefited all participants who successfully completed the spring break training because they will be given the opportunity to participant in our 2022 Summer Carwash Youth Escape Initiative, and it benefited the team because it better prepared them to operate the summer program.







Email: encouragingdreamers@gmail.com

CURRENT PAYROLL REGISTER

EMPLOYEE#	EMPLOYEE NAME	PAY RATE	JOB TITLE / ASSIGMENT	HIRE DATE	ADDRESS
EDBB-8146	BETTS, TAVARIUS	\$ 1,300.00 / salary	Car Tech Specialist / Supervisor Specialty: Car Finisher	10/27/2021	1877 NW 42 STREE MIAMI, FL 33142
EDBB-0596	GRAY, IJAMYN	\$2,0000.00 / salary	Contract Manager	10/27/2021	1430 NW 72 STREE MIAMI, FL 33147, AP 201
EDBB-0535	GRAY, LADASHIA	\$15.00	Office Assistant	10/27/2021	1430 NW 72 STREE MIAMI, FL 33147, AP 201
EDBB-8070	GRAY, LATRAYA	\$15.00	Training Coordinator	01/01/2022	24715 SW 110 th Ave HOMESTEAD, FL 33
EDBB-1482	HARRINGTON, ALPHONSO	\$15.00	Car Tech Specialist / Specialty: Exterior	04/01/2023	1430 NW 72 STREE MIAMI, FL 33147, AP 103
EDBB-2832	HICKS, D'JOHN	\$15.00	Car Tech Specialist / Specialty: Tire Cleaning	01/10/2022	3303 GRAND AVE, MIAMI, FL 33133
EDBB-0664	JOHNSON, ANTIWONE	\$\$ 1,300.00 / salary	Car Tech Specialist / Supervisor Specialty: Interior Cleaning	10/27/2021	3520 S DOUGLAS R MIAMI, FL 33133
EDBB-8205	POWELL, KANI	\$15.00	Car Tech Specialist / Specialty: Window Cleaning	02/19/2022	774 NW 41 ST, MIAMI, FL 33127



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YEAR-ROUND YOUTH TRAINEES

PLEASE NOTE: THESE YOUTH ARE IN SCHOOL AND CAN ONLY WORK DURING SCHOOL BREAKS AND NON-SCHOOL DAYS

EMPLOYEE#	EMPLOYEE NAME	PAY RATE	JOB TITLE	SCHOOL NAME	ZIP CODE
EDBB-7915	Brutus, Jonathan	\$15.00	Car Tech Specialist	Booker T. Washington Senior High	33136
EDBB-8281	Henry, Matthew	\$15.00	Car Tech Specialist	Miami Northwestern Senior High	33147
EDBB-1393	Jackson, Emeri	\$15.00	Car Tech Specialist	Law Enforcement Officers Memorial High School	33136
EDBB-6173	Murena, Elijah	\$15.00	Car Tech Specialist	Booker T. Washington Senior High	33147
EDBB-8205	Powell, Kani	\$15.00	Car Tech Specialist	Miami Northwestern Senior High	33127
EDBB-3016	Williams, Jason	\$15.00	Car Tech Specialist	Coral Gables Senior High	33133



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2023 – SPRING BREAK YOUTH ESCAPE PARTICIPANTS

NO.	YOUTH NAME	ID PROVIDED	DESIRED POSITION	ZIP CODE	SEOPW CRA Resident
1	Brutus, Jonathan	Florida ID	Car Technician	33136	Yes
2	Cheeks, Zion	Birth Certificate	Car Technician	33136	Yes
3	Cunningham, Da'niya	Florida ID	Office Support	33127	No
4	Cunningham, Destiny	Florida ID	Office Support	33127	No
5	Harrington, Alphonso	Florida ID	Car Technician	33147	No
6	Edwards, Pablo	Passport	Car Technician	33147	No
7	Gray, Ijamyn Jr	Florida ID	Car Technician	33147	No
8	Henry, Matthew	Florida ID	Car Technician	33147	No
9	Jackson, Emeri	Birth Certificate	Car Technician	33136	Yes
10	Mincy, Brandin	Birth Certificate	Car Technician	33147	No
11	Murena, Elijah	Florida ID	Car Technician	33147	No
12	Powell, Kani	Florida ID	Car Technician	33127	No
13	Rodriguez, Tony	Florida ID	Car Technician	33142	No
14	Thomas, Jamari	School ID	Car Technician	33147	No
15	Williams, Jason	Florida ID	Car Technician	33133	No
16	Young, Synard	Florida ID	Car Technician	33150	No

^{***}PLEASE NOTE ALL PARTICIPANTS EARNING OVER \$600.00/ PER YEAR RECEIVED A 1099 FORM



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2022 – SUMMER BREAK YOUTH ESCAPE PARTICIPANTS

	YOUTH NAME	ID PROVIDED	DESIRED POSITION	Zip Code	SEOPW CRA Reside
1	Bonica, Jemel	Birth Certificate	Car Tech Specialist	33136	Yes
2	Brown, Jordan	Birth Certificate	Car Tech Specialist	33136	Yes
3	Crockett, Douglas	Florida ID	Car Tech Specialist	33127	No
4	Cunningham, Da'niya	Birth Certificate	Office Support	33127	No
5	Cunningham, Destiny	Birth Certificate	Office Support	33127	No
6	Edwards, Monae	Florida ID	Field Support	33142	No
7	Glover, Donnell	Birth Certificate	Car Tech Specialist	33133	No
8	Golson, Tavon	Birth Certificate	Car Tech Specialist	33147	No
9	Golson, Thomas	Birth Certificate	Car Tech Specialist	33147	No
10	Hart, Bryon	Florida ID	Car Tech Specialist	33142	No
11	Jackson, Emeri	School ID	Car Tech Specialist	33136	Yes
12	Lallion, David	Florida ID	Car Tech Specialist	33136	Yes
13	Rodriguez, Tony	Florida ID	Car Tech Specialist	33142	No
14	Williams, Jason	Florida ID	Car Tech Specialist	33133	No
15	Willis, Kamora	Florida ID	Car Tech Specialist	33133	No
16	Young, Synard	Florida ID	Car Tech Specialist	33150	No

^{***}PLEASE NOTE ALL PARTICIPANTS EARNING OVER \$600.00/ PER YEAR RECEIVED A 1099 FORM



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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



Email: encouragingdreamers@gmail.com

TOTAL PROJECT OPERATING BUDGET:

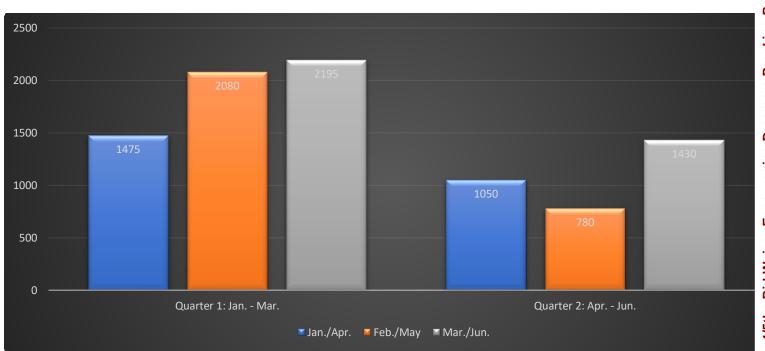
The total operating cost per year to effectively fund the carwash program is <u>Three Hundred Thirty-Thousand Dollars (\$330,000.00)</u>. The following is a detailed line item per cost:

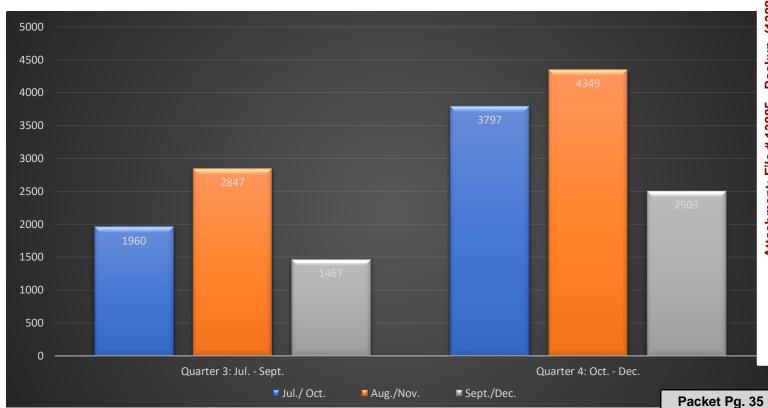
Item No.	Description	Line Total		Balance Remaining After Commitment
1	TRAINEES / CONTRACT MANAGER	\$	237,000.00	
2	ADMINISTRATION / AUDITING / BOOKKEEPING	\$	10,000.00	
3	FRINGE BENEFITS	\$	15,000.00	
4	INSURANCE	\$	6,000.00	
5	STORAGE	\$	5,000.00	
6	BUSINESS CONFERENCE (travel expenses, courses, etc.)	\$	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	
	Total Operating Budget	\$	330,000.00	



Email: encouragingdreamers@gmail.com

<u>Encouraging Dreamers Breaking Barriers</u> <u>Car Wash Revenue Chart - 2022</u>

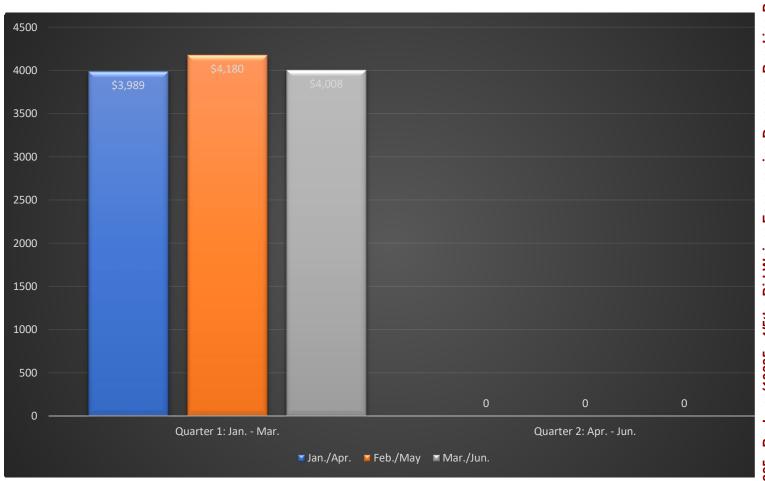






Email: encouragingdreamers@gmail.com

Encouraging Dreamers Breaking Barriers Car Wash Revenue Chart - 2023



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

To: Board Chair Christine King and

Members of the CRA Board

Date: May 18, 2023

File: 14028

Subject: 4/5ths Bid Waiver to Girl Power

Rocks, Inc.

From: James McQueen

Executive Director

Enclosures: File # 14028 - Bid Waiver Memo

File # 14028 - Notice to the Public

File # 14028 - 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's 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 in an amount not to exceed Seventy-Four Thousand Two Hundred and One Dollars and Ninety-Nine Cents (\$74,201.99) ("Funds"), to support Girl Power Rocks, Inc., a Florida not for profit corporation ("GPR."). GRP, located at 1600 N.W. 3rd Avenue, Suite 100, Miami, FL 33136 ("Property") has requested funds from the SEOPW CRA to assist with providing a safe space for 30 at-promise females between the ages of 7 to 17 who will learn soft workforce skills related to science, technology, engineering, art, and math ("STEAM") Work Force Training Camp ("Program"), for 7 weeks Monday through Friday from June 20th, 2023 – August 4th, 2023, from 8:30 am – 4:30 pm.

The STEAM Program participants will receive a stipend of \$11.00 per hour. The Program will incorporate Sister Circle Mentoring, Girl's Choir of Miami, and Girls Intervention program, fitness, field trips, college, and career readiness in partnership with Miami Dade College in and to in-person visits to local colleges, universities, and businesses. The Program will prepare participants for the workforce, teach participants how to problem solve, understand health, education, promote and foster positive social skills and behavior ("Purpose").

JUSTIFICATION:

Pursuant to Section 163.340(9), Florida Statutes, (the "Act") community redevelopment means "undertakings, activities, or projects of a ... community redevelopment agency in a community redevelopment area for the elimination and prevention of the development or spread of slums and blight...."

Section 2, Goal 4 on page 10 of the 2018 Southeast Overtown/Park West Community Redevelopment Agency Updated Plan (the "Plan Update") lists the "creati[on of] jobs within the community..." as a stated redevelopment goal.

Section 2, Goal 6, on page 10 of Plan, lists the "[i]mprove[ment of] the [q]uality of [l]ife for residents" as a stated redevelopment goal.

Section 2, Principle 4, on page 13 of the Plan provides that "employment opportunities be made available to existing residents ..." as a stated redevelopment principle.

Further, Section 2, Principle 6, on page 14 of the Plan provides that to "address and improve the neighborhood economy and expand economic opportunities of present and future residents ..."

FUNDING:

\$74,201.99 allocated from Grants and Aids" Account No. 10050.920101.883000.0000.00000.

FACT SHEET:

Company name: Girl Power Rocks, Inc.

Address: 1600 N.W. 3rd Avenue, Suite 100 Miami, Florida 33136

Number of participants: 30

Funding request: \$74,201.99

Term: June 20th, 2023 – August 4th, 2023

Stipend provided? Yes. \$11.00 per hour stipend

Age range of participants: 7 to 17

Scope of work or services (Summary): Girl Power's seven-week STEAM Workforce Training Program is an exciting hands-on program designed specifically to help at-promise girls learn soft work-force skills and will serve as a valuable resource for recruiting more girls into engineering and robotics at the middle school level training them to be leaders in science, technology, engineering, art, and math ("STEAM").

Item proven accomplishments (if applicable):

- Achieved target enrollment of 30 participants from Redevelopment Area
- Program participants showed improvements in STEM as demonstrated in pre/post assessments.
- Program participants were able to obtain custodial accounts at partnering Bank equipment.

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

Page 2 of 8

- Local Businesses within the Redevelopment Area Residents within the Redevelopment Area. 1.
- 2.

AGENDA ITEM FINANCIAL INFORMATION FORM

SEOPW CRA

CRA Board Meeting Date: May 25, 2023

CRA Section:

Brief description of CRA Agenda Item:

Authorizing the allocation of funds in an amount not to exceed \$74,201.99, to support Girl Power Rocks, Inc. to assist with providing a safe space for 30 at-promise females who will learn soft workforce skills related to "STEAM" courses.

Project Number (if applicable):			
YES, there are sufficient funds in Line Item:			
Account Code: 10050.920101.883000.0000.00000 Amount: \$74,201.99			
NO (Com	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		\$	
То		\$	
From		\$	
То		\$	

Comments:

Approved by:

James McQueen. Executive Director

5/18/2023

Ápproval:

Miguel A Valentin, Finance Officer 5/18/2023



Southeast Overtown/Park West Community Redevelopment Agency

File Type: CRA Resolution
Enactment Number:

File Number: 14028 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 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 DISPERSE FUNDS, AT HIS DISCRETION, ON A REIMBURSEMENT BASIS OR DIRECTLY TO VENDORS, UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION FROM THE GRANTS AND AIDS" ACCOUNT, ACCOUNT NO. 10050.920101.883000.0000.00000, IN AN AMOUNT TO NOT EXCEED SEVENTY-FOUR THOUSAND TWO HUNDRED AND ONE DOLLARS AND NINETY NINE CENTS (\$74,201.99) ("FUNDS"), TO GIRL POWER ROCKS, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION ("GPR"), TO ASSIST WITH THE SUMMER SCIENCE, TECHNOLOGY, ENGINEERING, ART, AND MATH ("STEAM") WORKFORCE TRAINING CAMP ("PROGRAM"); 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; SUBJECT TO THE AVAILABILITY OF FUNDING; PROVIDING FOR INCORPORATION OF 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 Updated Southeast Overtown/Park West Redevelopment Plan Update (the "Plan"); and

WHEREAS, under Florida Statutes, Section 163.340(9) of the Community Redevelopment Act, (the "Act"), "community redevelopment means projects of a ... community redevelopment agency in a community redevelopment area for the elimination and prevention of the development or spread of slum and blight"; and

WHEREAS, Section 2, Goal 4 on page 10 of the Plan lists the "creati[on of] jobs within the community..." as a stated redevelopment goal; and

WHEREAS, Section 2, Goal 6, on page 10 of the Plan, lists the "[i]mprove[ment of] the [q]uality of [l]ife for residents" as a stated redevelopment goal; and

WHEREAS, Section 2, Principle 4, on page 13 of the Plan provides that "employment opportunities be made available to existing residents ..." as a stated redevelopment principle; and

WHEREAS, Section 2, Principle 6, on page 14 of the Plan provides that to "address and improve the neighborhood economy and expand economic opportunities of present and future residents ..."; and

WHEREAS, Girl Power Rocks, Inc. ("GPR"), located at 1600 N.W. 3rd Avenue, Suite 100, Miami, FL 33136 ("Property"), is a not-for-profit corporation; and

WHEREAS, GPR, will provide a safe space for 30 at-promise females between the ages of 7 to 17 who will learn soft workforce skills related to science, technology, engineering, art and math ("STEAM"), for 7 weeks Monday through Friday from June 20th, 2023 – August 4th, 2023, from 8:30 am – 4:30 pm; and

WHEREAS, The Summer STEAM Workforce Training Camp ("Program") participants will receive a stipend of \$11.00 per hour, and

WHEREAS, The Program will incorporate Sister Circle Mentoring, Girl's Choir of Miami and Girls Intervention program, fitness, field trips, college and career readiness in partnership with Miami Dade College, in-person visits to local colleges, universities, and businesses.

WHEREAS, The Program will prepare participants for the workforce, teach participants how to problem solve, understand health, education, promote and foster positive social skills and behavior ("Purpose"); and

WHEREAS, the Board of Commissioners wishes to authorize funding in the amount not to exceed Seventy-Four Thousand Two Hundred and One Dollars and Ninety-Nine Cents (\$74,201.99) ("Funds") to Girl Power Rocks, Inc., for 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 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 and 18-86 of the Code of the City of Miami, Florida, as amended ("City Code"), as adopted by the SEOPW CRA, and to authorize the Executive Director to negotiate and execute any and all agreements necessary, all in forms acceptable to the General Counsel, with GPR for provision of grant funds in an amount not to exceed \$74,201.99 subject to the availability of funds; 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. By a four-fifths (4/5th) affirmative vote, after an advertised public hearing, the Executive Director's recommendation and written findings that competitive negotiation methods and procedures are not practicable or advantageous to the SEOPW CRA, pursuant to Section 18-85 and 18-86 of the City Code, as adopted by the SEOPW CRA, and waiving the requirements for said procedures is 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 the Grants and Aids" Account, Account No. 10050.920101.883000.0000.00000 for the Program at GPR.
- 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.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



SEOPW Board of Commissioners Meeting May 25, 2023

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

To: Board Chair Christine King

Members of the SEOPW CRA Board

Date: May 25, 2023

File:

Subject: Request to waive competitive sealed bidding methods pursuant to City Code 18-85(a) for Girl Power

Rocks, Inc.

From: James McQueen

Executive Director

References:

Enclosures:

BACKGROUND:

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's 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 in an amount not to exceed Seventy-Four Thousand Two Hundred and One Dollars and Ninety-Nine Cents (\$74,201.99) ("Funds"), to support Girl Power Rocks, Inc., a Florida not for profit corporation ("GPR."). GRP, located at 1600 N.W. 3rd Avenue, Suite 100, Miami, FL 33136 ("Property") has requested funds from the SEOPW CRA to assist with providing a safe space for 30 at-promise females between the ages of 7 to 17 who will learn soft workforce skills related to science, technology, engineering, art, and math ("STEAM"), for 7 weeks Monday through Friday from June 20th, 2023 – August 4th, 2023, from 8:30 am – 4:30 pm.

The STEAM program is located at 1600 N.W. 3rd Avenue, Suite 100, Miami, FL 33136 ("Property"). The STEAM Workforce Training Camp ("Program") participants will receive a stipend of \$11.00 per hour. The Program will incorporate Sister Circle Mentoring, Girl's Choir of Miami, and Girls Intervention program, fitness, field trips, college, and career readiness in partnership with Miami Dade College in and to in-person visits to local colleges, universities, and businesses. The Program will prepare participants for the workforce, teach participants how to problem solve, understand health, education, promote and foster positive social skills and behavior ("Purpose").

RECOMMENDATION:

In light of the above stated, approval of a waiver of the formal requirements of competitive sealed bidding methods as not being practicable or advantageous to the Southeast Overtown/Park West Community Redevelopment Agency as set forth in the City Code of Ordinances, as amended, specifically Section 18-85 (A), and the affirmation of these written findings and the forwarding the same to the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency by a four fifths vote is respectfully requested.

APPROVED

James McQueen, Executive Director

NOTICE OF PUBLIC HEARING

Southeast Overtown/Park West Community Redevelopment Agency

The Board of Commissioners ("Board") of the <u>Southeast Overtown/ Park West Community Redevelopment Agency ("SEOPW CRA")</u> will hold a Public Hearing on Thursday, May 25, 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 allocation of funding to **Girl Power Rocks, Inc.**, a Florida not-for-profit corporation, to assist with the summer science, technology, engineering, art, and math ("STEAM") Workforce Training Camp ("Program").

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-Four Thousand Two Hundred and One Dollars and Ninety-Nine Cents (\$74,201.99) to underwrite the expenditures and costs associated with the STEAM Program.

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, May 25, 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. 2nd 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.40302



GIRL POWER ROOKS, INC.

April 25, 2023

SEOPW Community Redevelopment Agency Attn: Mark Stallworth 819 NW 2nd Avenue Miami, FL 33136

Funding Request

Dear Mr. Stallworth,

Girl Power Rocks, Inc. is requesting funding in the amount of \$74,201.99 to support the 2023 Summer STEAM Workforce Training Camp (SSWTC) where we will be serving 30 at-promise girls at our Overtown site. If you have any questions, please feel free to reach Thema Campbell via email at thema@girlpowerrocks.org or by phone at 305-756-5502. Thank you so much and we look forward to your continued support.

Sincerely,

Thema Campbell, President/CEO

'M all

Girl Power Rocks, Inc.

Girl Power Rocks, Inc. 1600 NW 7th Avenue, Suite 100 Miami, FL 33136



GIRL POWER ROCKS, INC. PROPOSAL

2023 Summer STEAM Workforce Training Camp (SSWTC)

Teaching at-promise girls the skills they need for the workforce of the future!



Girl Power Rocks, Inc, located in the heart of Historic Overtown, provide day and after-school social change programs designed to promote and foster positive social skills and behavior as well as improve academic performance in at-promise girls ages 7 to 17. The mission of Girl Power is to empower girls and their families to succeed in order to protect, restore and preserve the family unit.

The agency serves girls throughout Miami Dade County with specific concentration in Overtown, Liberty City, Little Haiti, Brownsville, Allapattah and the Richmond Heights communities. Girl Power programs provide safe spaces where girls can express themselves with confidence, enthusiasm and without judgement. Programs include Summer STEAM Workforce Training Camps, After School, Sister Circle Mentoring, Girls' Choir of Miami and Girls Intervention Programs. The activities and services include academic support, life skills, workforce soft-skills training, yoga, meditation, journal writing, art, dance, etiquette, conflict resolution & reconciliation, service-learning projects, college and heritage tours, trauma informed individual and group therapy and Parent Support Groups.

Girl Power's seven-week STEAM Workforce Training Program is an exciting hands-on program designed specifically to help at-promise girls learn soft work-force skills and will serve as a valuable resource for recruiting more girls into engineering and robotics at the middle school level training them to be leaders in science, technology, engineering, art, and math (STEAM). The under-representation of at-promise girls in STEAM is deeply rooted in unequal gender norms that tell girls they are not cut out for subjects that require problem solving and an inquisitive mind. The goal of SSWTC is to prepare girls for the workforce of the future and offer them a summer experience that provide opportunities to learn, achieve and excel in science, technology, engineering, arts and math. We continue to see the affects COVID-19 caused and at-promise girls were left even further behind when compared to other youth. Girl Power's SSWTC cultivates learning skills that are applicable throughout life, problem solving, create technology and science-based solutions which are critical to the advancement of at-promise girls' health, education, finding their voice and empowerment.

SSWTC will be held in person at the Girl Power Headquarters located at 1600 NW 3rd Avenue, Suite 100, in Overtown, Monday through Friday,, beginning June 20th, 2023, and ending on August 4th, 2023, from 8:30 am to 4:30 pm. SSWTC will serve approximately thirty girls throughout the summer engaging them in a variety of focus areas with specific outcomes in each area. Girls will earn approximately \$11 per hour stipend (FL's minimum wage), while participating in the **Summer STEAM Workforce Training Camp.** Each girl will be required to submit an essay stating why she wants to be in the program, two recommendation letters to qualify for the program and at least one letter must be from a teacher. Stipends are paid at the conclusion of the summer camp and is based on attendance.

Girl Power takes a serious approach to inspiring at-promise girls to think outside the box and see the connections between STEAM and job skills training as a catalyst into the workforce in a career of their choice. We work with local partners and hire culturally competent trainers/facilitators who can successfully engage, retain student interest while delivering all program activities with fidelity and a standard of excellence. To ensure that all girls experience the full benefits of the program, we offer program components that keep girls engaged and excited about showing up each day eager to learn and grow. In addition to STEAM and workforce training, we incorporate fitness, field trips, college and career readiness in partnership with Miami Dade College, as well as in-person visits to local colleges, universities and businesses.

FOCUS AREAS, OUTCOMES AND SUCCESS INDICATORS			
Focus Area	Outcome Description	What success looks like	
Attendance (Girl Power Staff)	Enroll up to thirty at-promise girls in SSWTC who will maintain an 85% attendance rate over the 6-week. Period. Attendance will be used as the catalyst to teach the importance of organizing, prioritizing and managing time and the communication skills necessary to speak clearly to the people you work for and work with. Sign In/Out Sheets will be used to monitor attendance and workforce training stipends.	85% of at-promise girls enrolled will report to the program on time during the six weeks. 85% of at-promise girls enrolled will miss three or less days from the program. 85% of at-promise girls enrolled will communicate to their trainer/teacher if they will be late or absent from the program.	

Focus Area	Outcome Description	What success looks like
	Conduct Science Labs reinforcing basic skills once per week for one hour for seven weeks.	Conduct pre and post math and science surveys to gain data on girls' knowledge and application in both fields.
Math and Science Labs	Conduct Math labs reinforcing basic skills once per week for one hour for seven weeks. Attendance and participation will be	85% of at-promise girls who complete the Program will show an increase in math and/or science skills knowledge and/or applications.
	used as the catalyst to teach, train and reinforce math and science skills needed in the workforce of the future.	85% of girls who completed the program will show and demonstrate an increase in the application of math and/or science skills.
	Utilize evidence-based model/curriculum to conduct STEM training.	Conduct pre and post surveys to gain data on girls' knowledge and experience in the area of 3-D Game Design, Robotics, Programming,
STEM Education Program	Students will participate in a seven week STEM education program and will learn about 3-D Game Design, Robotics, Programming, Web Design and Engineering.	Web Design and Engineering. 85% of girls who complete the program will show improvements in their knowledge of STEM project-based learning on pre and post
	Students will conduct scientific hands on projects including growing plants, programming computer systems/robots, website development, aerospace and engineering.	surveys.

Visual and Performing Arts Training and Presentations	Conduct creative visual and performing arts trainings and demonstrations once per week for one hour for seven weeks where girls have the ability to interact with each other and can also create original work. Attendance and participation will be used as the catalyst to connect girls to careers and jobs in the arts.	Conduct pre and post visual and performing arts surveys to determine girl's knowledge and application in both fields. 85% of at-promise girls who complete the program will show an increase in visual and/or performing arts skills and knowledge. 85% of girls who completed the program will show and demonstrate an increase in the application of visual and/or performing arts skills.
Fitness	Conduct fitness exercise four times a week for thirty minutes during the camp for seven weeks to improve student's overall fitness and energy levels, prevent fatigue, reduce stress and boost brain power during and after program hours.	85% of at-promise girls enrolled will report to the program on time during the seven weeks. 85% of at-promise girls enrolled will miss three or less days from the program.
Career and Workforce Training (Sponsored by Miami Dade College)	Partnership with Miami Dade College Wolfson Campus to conduct Workforce and Soft Skills training on site at Miami Dade College Wolfson campus in the areas of Science, Social Justice, Business, Engineering and Technology for approximately two hours per week for four weeks.	85% of enrollees will receive a minimum of thirty-two hours of workforce training.
Field Trips	Conduct a minimum of five fun and educational field trips to local places of interests to reinforce STEAM.	85% of at-promise girls enrolled will experience field trips that reinforce camp goals and outcomes and provide fun filled activities that enhance their summer camp experience.
Social Emotional Learning (Girls Circle and Teen Outreach Program (TOP)	Students will participate in social emotional learning sessions twice a week. The following evidence-based curriculums will be used to facilitate these sessions: Girls Circle and the Teen Outreach Program (TOP). Healthy relationships, friendships and self esteem are some of the topics the curriculum will cover.	85% of at-promise girls enrolled will improve their decision-making skills and overall emotional wellness.
Financial Literacy	Girls will build career skills and access pathways to financial stability, girls take part in one-hour sessions twice a week	85% of at-promise girls will improve understanding of soft work skills

	from the Skills to Pay the Bills: Mastering Soft Skills for Workplace Success curriculum, by the U.S. Department of Labor Office of Disability	
	Employment Policy, with activities that focus on six workforce readiness skills.	
College and Career Zones	Conduct a College and Heritage Tour to colleges/universities in Florida to expose at-promise girls to college life and careers in the STEAM field.	85% of at-promise enrolled will attend the College and Heritage Tour and will show satisfaction based on a post survey.

Beyond COVID-19

Girl Power's 2023 Summer STEAM Workforce Training Camp will help at-promise girls begin to recover from the devastations of the coronavirus and regain some of the skills and leaning they lost over the past year. Girl Power has taken every measure possible to ensure we are closely following CDC guidelines and everyone in our camp is properly protected and will remain safe during the camp. Our target population and their families have been adversely affected by the pandemic so SSWTC is the perfect choice to help them learn in an interactive, hands-on environment. The Program's many other advantages include:

SSWTC offers at-promise girls an alternative from virtual and common classroom learning and support girls with a hands-on approach and problem solving. One of the biggest challenges to learning during the coronavirus pandemic, was staying motivated and engaged in on-line learning and without becoming frustrated and disheartened losing sight of their educational goals. We will continue to engage girls in their education and help them gain additional knowledge and skills that can help them excel in their academics and in the workforce of the future.

Girl Focused – Changing how girls see STEAM and the workforce is the underlying goal of the Program. The Summer STEAM Workforce Training Camp promotes cultural competencies and incorporates at-promise girls' community values, beliefs, and interests to create a reciprocal relationship between Girl Power, students and their parents/caregivers and our hope for a more beloved community.

NOTE: Although we are planning for an in-person program, we are also making backup plans for an on-line and hybrid model and learning if needed.

Girl Power Rocks, Inc.

Overtown Site

Period: June 20th through August 4th, 2023

Expenses - Line Item	Budget Amount	CRA Budget Request
Salaries and Fringes	, ,	
Camp Directors @ \$25 per hour x 40 hours per week x 8 weeks (covered by funder partner)	\$8,000.00	\$0.00
Camp Assistants - \$25 per hour x 40 hours per week x 8 weeks	\$8,000.00	\$ 8,000.00
Drivers - \$20 per hour x 30 hours per week x 8 weeks x 50%	\$4,800.00	\$ 2,400.00
Camp Administrative Assistant - \$18 per hour x 40 hours per week x 8 weeks x 50%	\$5,760.00	\$ 5,760.00
Total Salaries	\$26,560.00	\$16,160.00
FRINGES		
FICA/MICA	\$1,274.49	\$ 1,274.49
Total Fringes	\$1,274.49	\$1,274.49
OTHER EXPENSES		
Camp T-shirts - \$12.00 each x 60 student t-shirts and 20 staff shirts (80 shirts total)	\$960.00	\$ 960.00
Student Travel (van mileage for student daily drop-off and pick-up and travel to and from weekly filed trips) - Student transportation fuel cost for leased transportation vans @ \$0.535 per mile x approximately 25 miles daily x 30 program days summer = 401. Field trips fuel cost @ \$0.535 per mile x approximately 20 miles per trip x 5 trips = \$54. Total = \$772.	\$772.00	\$772.00
	\$3,000.00	\$3,000.00
Summer Meals - Breakfast, lunch and snacks - In-kind.	\$0.00	\$0.00
Summer Snacks @ approximately \$1.25 per student per day day x 5 days per week x 7 weeks x 30 girls	\$1,312.50	\$1,312.50
Workforce and STEAM Training Student Stipends @ \$10 per hour x 8 hours per week of Workforce training x 7 weeks x 30 girls	\$16,800.00	\$16,800.00
Field Trips Entrance fees (Paid) - Apprx \$20 per trip x 3 paid field trips x 30 girls and 4 chaperones x 50%	\$2,040.00	\$ 1,020.00
College and Career Zone- InKind -	\$0.00	\$0.00
End of Summer Showcase and Closing Ceremony = \$5000	\$5,000.00	\$ 2,500.00
Certified Math Teacher/Instrustor - \$30 per hour x 10 hours per week x 8 weeks x 50%	\$2,400.00	\$ 1,200.00
Certified Science Teacher/Instrustor - \$30 per hour x 10 hours per week x 8 weeks x 50%	\$2,400.00	\$ 1,200.00
/isual Arts Trainer - \$30 per hour x 4 hours per week x 8 weeks. Sponsored by Institute for Contemporaty Museum	\$0.00	\$ -
Performing Arts Trainer - \$40 per hour x 6 hours per week x 8 weeks	\$1,920.00	\$ 1,9 Packet Pg.

STEM Entraperunial Training @ approximately \$715 per week x 7 weeeks	\$15,000.00	\$ 7,500.00
Student computer tablets - \$350 each x 30 students x 50%	\$10,500.00	\$ 5,250.00
Student Computer supplies - \$20 each x 30 students	\$600.00	\$ 600.00
Creative STEAM and Showcase contractor- \$300 per week x 8 week	\$2,400.00	\$ 2,400.00
Supplies and equipment x 30 girls: Math, Arts and Science lab supplies = \$2500. Fitness supplies and equipment = \$500,. Journals, pads and writing supplies = \$1000. Curriculum - \$400. Total = \$4400 x 60%	\$4,400.00	\$ 2,640.00
Financial Literacy and supplies @ \$300 per week x 8 weeks	\$2,400.00	\$ 2,400.00
End of Summer Anfield Trip to Kennedy Space Museum to gain firsthand STEM knowledge away from the classroom. Charter Bus Transportation - \$2300. Entrance Fees @ \$52.50 person x 35 persons (30 students + 5 chaperones) = \$1838. Food @ \$33 per person x 35 persons = \$1155.	\$5,293.00	\$ 5,293.00
Total Other Costs	\$77,197.50	\$56,767.50
TOTAL CAMP BUDGET COSTS	\$105,031.99	\$74,201.99
Total Camp Budget from other sources =	\$30,830.00	

File: 14029

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

To: Board Chair Christine King and Date: May 18, 2023

Members of the CRA Board

Subject: 4/5ths Bid Waiver Girl Power Rocks,

Inc.- Mama Hattie's House

From: James McQueen

Executive Director

Enclosures: File # 14029 - Bid Waiver Memo

File # 14029 - Notice to the Public

File # 14029 - 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's 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 in an amount not to exceed Five Millions Dollars and Zero Cents \$5,000,000.00 ("Funds"), to Girl Power Rocks, Inc., a Florida not for profit corporation ("GPR") to support the development of Mama Hattie's House ("MMH").

For over twenty-two (22) years, Girl Power Rocks, Inc., a Florida not-for-profit corporation ("GPR") operates within the SEOPW CRA redevelopment area. GPR focuses on fostering positive social life skills, positive behavior, emotional awareness, monitoring and providing academic performance, teaching workforce skills, and job training in science, technology, engineering, art, and math ("S.T.E.A.M."); and offers field trip opportunities. All elements mentioned and combined will assist in broadening all attendees' perspectives for at risk females ages seven to seventeen within the redevelopment area, and GPR's mission continues to align with the SEOPW CRA's goals and principles.

MMH development will run a five-story mixed use-facility that will operate twenty-four-hours to include retail, support for start-ups businesses, as a permanent home base for females ages 11-21 who will soon age out of foster care, neglected, abused, transitioning from homelessness, exiting detention, and females enrolled in Girl Power Rocks, Inc. programs. A total of forty females, twenty ages 11 - 17 and twenty ages 18 - 21. MMH building will reside in the Redevelopment area, the construction will start in 2024, and construction will be complete by the end of December 2026.

On January 22, 2010, the Miami-Dade County ("MDC"), the City of Miami (the "City"), and the SEOPW CRA entered an Amendment to the 1983 Interlocal Cooperation Agreement ("Amendment"). As part of the Amendment, the parties agreed on specific listed projects. Mama Hattie's House is a listed project that shall be partially funded by the SEOPW CRA when MDC and the City have determined that the project is ready to proceed.

JUSTIFICATION:

Pursuant to Section 163.340(9), Florida Statutes, (the "Act") community redevelopment means "undertakings, activities, or projects of a ... community redevelopment agency in a community redevelopment area for the elimination and prevention of the development or spread of slums and blight...."

Section 2, Goal 4 on page 10 of the 2018 Southeast Overtown/Park West Community Redevelopment Agency Updated Plan (the "Plan") lists the "creati[on of] jobs within the community..." as a stated redevelopment goal.

Section 2, Goal 6, on page 10 of the 2018 Southeast Overtown/Park West Community Updated Redevelopment Agency Plan (the "Plan"), lists the "[i]mprove[ment of] the [q]uality of [l]ife for residents" as a stated redevelopment goal.

Section 2, Principle 4, on page 13 of the Plan provides that "employment opportunities be made available to existing residents ..." as a stated redevelopment principle.

Further, Section 2, Principle 6, on page 14 of the Updated Plan provides that to "address and improve the neighborhood economy and expand economic opportunities of present and future residents ..."

FUNDING:

\$5,000,000.00 allocated from account 10050.920101.883000.0000.00000 - SEOPW - Other Grant and Aids.

FACT SHEET:

Company name: Girl Power Rocks, Inc.

Address: 430 N.W. 9th Street, Miami, FL 33136

Funding request: \$5,000,000.00

Scope of work or services (Summary): To support the development of Mama Hattie's House. On January 22, 2010, the Miami-Dade County ("MDC"), the City of Miami (the "City"), and the SEOPW CRA entered an Amendment to the 1983 Interlocal Cooperation Agreement ("Amendment"). As part of the Amendment, the parties agreed on specific listed projects. Mama Hattie's House is a listed project that shall be partially funded by the SEOPW CRA when MDC and the City have determined that the project is ready to proceed.

AGENDA ITEM FINANCIAL INFORMATION FORM

SEOPW CRA

CRA Board Meeting Date: May 25, 2023

CRA Section:

Brief description of CRA Agenda Item:

Authorizing allocation of funds in the amount of \$5,000,000.00 to Girl Power Rocks, Inc to support the development of Mama Hattie's House.

Project Number (if applicable):				
YES, ther	YES, there are sufficient funds in Line Item:			
Account C	Account Code: <u>10050.920101.883000.0000.00000</u> Amount: <u>\$5,000,000.000</u>			
NO (Com	plete the following source of funds info	ormation):		
Am	ount 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		\$		
То		\$		
From		\$		
То		\$		

Comments: Approved by:

James McQueen Executive Director

5/18/2023

Approval:

Miguel A Valentin, Finance Officer

5/18/2023



Southeast Overtown/Park West Community Redevelopment Agency

File Type: CRA Resolution
Enactment Number:

File Number: 14029 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 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 DISPERSE FUNDS, AT HIS DISCRETION, ON A REIMBURSEMENT BASIS OR DIRECTLY TO VENDORS, UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION FROM THE GRANTS AND AIDS" ACCOUNT, ACCOUNT NO. 10050.920101.883000.0000.00000, IN AN AMOUNT TO NOT EXCEED FIVE MILLION DOLLARS AND ZERO CENTS (\$5,000,000.00) ("FUNDS"), TO GIRL POWER ROCKS, INC. ("GPR"), A FLORIDA NOT-FOR-PROFIT CORPORATION, TO ASSIST WITH THE DEVELOPMENT OF MAMA HATTIE'S HOUSE, A MIXED-USE DEVELOPMENT WITH ADMINISTRATIVE SPACE ON THE GROUND FLOOR: 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: SUBJECT TO THE AVAILABILITY OF FUNDING; PROVIDING FOR INCORPORATION OF 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 2018 Updated Southeast Overtown/Park West Redevelopment Update Plan (the "Plan"); and

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

WHEREAS, Section 2, Goal 6, on page 10 of the Plan, lists "improving the quality of life for residents", 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, On January 22, 2010, the Miami-Dade County ("MDC"), the City of Miami (the "City"), and the SEOPW CRA entered an Amendment to the 1983 Interlocal Cooperation Agreement ("Amendment").

WHEREAS, Part of the Amendment, the parties agreed on specific listed projects; and

WHEREAS, Mama Hattie's House is listed within the Amendment; and

WHEREAS, The development for Mama Hattie's House will consist of mixed-use development with administrative space on the ground floor and residence for young females atrisk on the upper floors; and

WHEREAS, The administrative space will supply programs encouraging academic achievement, accountability partners, career readiness, and social communication; and

WHEREAS, For over twenty-two (22) years, Girl Power Rocks, Inc., a Florida not-for-profit corporation ("GPR"), operates within the SEOPW CRA redevelopment area; and

WHEREAS, GPR focuses on fostering positive social life skills, positive behavior, and emotional awareness, monitoring and providing academic performance, teaching workforce skills, providing job training in science, technology, engineering, art, and math ("STEAM"), and offering field trip opportunities; and

WHEREAS, GPR mission continues to align with the SEOPW CRA's goals and principles; and

WHEREAS, MMH development will run a five-story mixed use facility that will operate twenty-four-hours to include retail, support for start-ups businesses, as a permanent home base for females ages 11- 21 who will soon age out of foster care, neglected, abused, transitioning from homelessness, exiting detention, and females enrolled in Girl Power Rocks, Inc. Programs; and

WHEREAS, A total of forty females, twenty ages 11 - 17 and twenty ages 18 - 21. MMH building will reside in the Redevelopment area, the construction will start in 2024, and construction will be complete by the end of December 2026; and

WHEREAS, the Board of Commissioners wishes to authorize funding in the amount not to exceed Five Million Dollars and Zero Cents (\$5,000,000.00) ("Funds") to Girl Power Rocks, Inc., for the construction of MMH; 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 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 and 18-86 of the Code of the City of Miami, Florida, as amended ("City Code"), as adopted by the SEOPW CRA, and to authorize the Executive Director to negotiate and execute any and all agreements necessary, all in forms acceptable to the General Counsel. Funds to Girl Power Rocks, Inc., for the development of Mama Hattie's House, subject to the availability of funds; 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. By a four-fifths (4/5th) affirmative vote, after an advertised public hearing, the Executive Director's recommendation and written findings that competitive negotiation methods and procedures are not practicable or advantageous to the SEOPW CRA, pursuant to

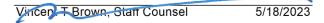
Section 18-85 and 18-86 of the City Code, as adopted by the SEOPW CRA, and waiving the requirements for said procedures is ratified, approved, and confirmed.

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 the Grants and Aids" Account No. 10050.920101.883000.0000.00000, subject to the availability of funds to Girl Power Rocks, Inc., for the development of Mama Hattie's House.

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:



SEOPW Board of Commissioners Meeting May 25, 2023

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

To: Board Chair Christine King

Members of the SEOPW CRA Board

Date: May 25, 2023

File:

Subject: Request to waive competitive sealed bidding methods pursuant to City Code 18-85(a) for Girl Power Rocks, Inc. for the development of Mama Hattie's

House.

From: James McQueen

Executive Director

References:

Enclosures:

BACKGROUND:

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's 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 in an amount not to exceed Five Millions Dollars and Zero Cents \$5,000,000.00 ("Funds"), to Girl Power Rocks, Inc., a Florida not for profit corporation ("GPR") to support the development of Mama Hattie's House ("MMH").

For over twenty-two (22) years, Girl Power Rocks, Inc., a Florida not-for-profit corporation ("GPR") operates within the SEOPW CRA redevelopment area. GPR focuses on fostering positive social life skills, positive behavior, emotional awareness, monitoring and providing academic performance, teaching workforce skills, and job training in science, technology, engineering, art, and math ("S.T.E.A.M."); and offers field trip opportunities. All elements mentioned and combined will assist in broadening all attendees' perspectives for at risk females ages seven to seventeen within the redevelopment area, and GPR's mission continues to align with the SEOPW CRA's goals and principles.

MMH development will run a five-story mixed use-facility that will operate twenty-four-hours to include retail, support for start-ups businesses, as a permanent home base for females ages 11-21 who will soon age out of foster care, neglected, abused, transitioning from homelessness, exiting detention, and females enrolled in Girl Power Rocks, Inc. programs. A total of forty females, twenty ages 11 - 17 and twenty ages 18 - 21. MMH building will reside in the Redevelopment area, the construction will start in 2024, and construction will be complete by the end of December 2026.

On January 22, 2010, the Miami-Dade County ("MDC"), the City of Miami (the "City"), and the SEOPW CRA entered an Amendment to the 1983 Interlocal Cooperation Agreement ("Amendment"). As part of the Amendment, the parties agreed on specific listed projects. Mama Hattie's House is a listed project that shall be partially funded by the SEOPW CRA when MDC and the City have determined that the project is ready to proceed.

RECOMMENDATION:

In light of the above stated, approval of a waiver of the formal requirements of competitive sealed bidding methods as not being practicable or advantageous to the Southeast Overtown/Park West Community Redevelopment Agency as set forth in the City Code of Ordinances, as amended, specifically Section 18-85 (A), and the affirmation of these written findings and the forwarding the same to the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency by a four fifths vote is respectfully requested.

APPROVED

James McQueen, Executive Director

NOTICE OF PUBLIC HEARING

The Board of Commissioners ("Board") of the <u>Southeast Overtown/ Park West Community Redevelopment Agency ("SEOPW CRA")</u> will hold a Public Hearing on Thursday, May 25, 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 allocation of funds to **Girl Power Rocks, Inc.**, a Florida not-for-profit corporation to assist with the development of Mama Hattie's House.

In accordance with the SEOPW CRA 2018 Redevelopment Plan Update ("Plan") and Florida Statutes 163, the Board will consider the allocation of funds, in an amount not to exceed Five Million Dollars and Zero Cents (\$5,000,000.00) to support the development of Mama Hattie's House, a mixed-use development with administrative space and residence for young females at-risk.

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, May 25, 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. 2nd 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.40306



Mama Hattie's House

"A Place to Call Home"

March 1, 2023

Girl Power Rocks, Inc. 1600 NW 3rd Avenue, Suite Miami, FL 33136 (305) 756-5502 www.girlpowerrocks.org



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"Improving Our World, One Girl At a Time"

Girl Power's mission is to empower girls and their families to succeed in order to protect, restore and preserve the family. Since its founding in 2000, Girl Power has served over 6,000 at-promise girls ages 7 to 17 through our day and after-school programs and services at six locations:

- ☐ Girls Intervention Program PLUS Overtown Headquarters
- Girls Intervention Program PLUS Robert Morgan Education Center
- ☐ Girls Rock After School Brownsville Middle School
- ☐ Girls Rock After School Georgia Jones Ayers Middle School
- □ Girls Rock After School Frank C. Martin K8 Center
- Girls Choir of Miami Dr. Dorothy Bendross-Mindingall Education Center

Our evidenced based and trauma informed approach is built on 9-evidenced based programs that promote positive behavior, build social skills and improve academic performance.

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The Need

There is no other home in the state of Florida to house girls aging out of foster care -- this will be the first.

Too many young women in Miami are unhoused or at risk of becoming homeless

- ▶ In 2020 ~7,000 young women 'exited' the foster care system
- In 2021 that number was ~6,500
- ▶ 20% of those were instantly homeless
- ▶ 40% more will become homeless within 18 months
- ▶ 33-37% of all Florida youth experience homelessness by age 21

These young women are at higher risk

- 2x more likely to have at least 1 child by age 19
- 2.5x more likely to become pregnant
- ▶ Florida is 3rd in the nation for sex trafficking
- ▶ They are over-represented among sex trafficking victims

We can improve their life outcomes

- A stable living situation
- ▶ A steady figure (mentor) who supports their aspirations
- Life skills and educational support
- Mama Hattie's House will offer all of this and more.

Sources: Annie E Casey Foundation; US Department of Health & Human Services - AFCARS



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Introducing Mama Hattie's House (MHH) "A Place to Call Home"

- The mission of MHH is to offer a 24-hour safe and stable sanctuary for girls aging out of foster care, exiting detention, or transitioning from homelessness, abuse and neglect.
- MHH will serve as a permanent home base for Girl Power's programs, including classrooms, a large multi-purpose room, fitness rooms, a music room, technology (STEAM) lab, private counseling rooms, a reception area, administrative offices, meeting and conference spaces.
- Most importantly, MHH will be "A Place to Call Home" for 40 girls [20 who are ages 18 21, and 20 who are ages 11-17], providing a safe and nurturing environment with access to supportive services.
- MHH will serve its residents and its neighbors with retail and public spaces offering valued products and services and providing business support for start-ups and local businesses.
- Preliminary designs envision Mama Hattie's House as a five-story mixed-use facility, located in the heart of Miami's Overtown community, and slated for construction by 2024 with completion in 2026.



Mama Hattie's House Uniqueness

- Girl Power is developing evidence-based programming designed specifically for the residents of MHH.
- Services and support for both the youngest residents (ages 11-17) and the young adults preparing to live independently (ages18-21).
- We envision MHH as a model of Environmental Sustainability and a lifestyle that respects and heals the planet.
- MHH will serve as a small business incubator and foster women of color entrepreneurs.
- MHH will offer valued local services and opportunities to engage the neighborhood, providing revenue-producing space for businesses and services that are aligned with our mission.



5



Preliminary Design for MHH



7

Accomplishments To Date

Southeast Overtown Park West CRA

- A commitment for project funding estimated at \$7-9 million.
- Resolution authorizing Architectural services for MHH.

Miami-Dade County

- Building Better Communities Bond Program grant award in the amount of \$485K.
- Lease Agreement for a county owned site (430 NW 9th Street) for up to 70 years @ \$10/year.
- > \$2 million grant awarded by Miami-Dade County in 2018.
- Environmental remediation on the site prior to Girl Power receiving site control.

Other

- Preliminary architectural design completed in 2021.
- Site re-zoning to support our mixed-use purpose approved by Miami City Commission in February 2023. Pro bono legal support from Greenberg Traurig.
- Early commitment of \$150K from Allegany Franciscan Ministries.





stainability Method Estimate	% of Funding Estimate
come from anchor tenant(s)	15%
come from housing	15%
ants and foundations	40%
ndraising and donor contributions	25%
erchandise sales	05%
	Total 100%

How You Can Help

- Contribute to Capitol Campaign
- Introductions to Community Resources
- Insights and Feedback
- Let us earn your trust!

11

11

Thank You for Listening!

File: 14030

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

To: Board Chair Christine King and Date: May 18, 2023

Members of the CRA Board

Executive Director

Subject: 4/5ths Bid Waiver Liberty City

Community Revitalization Trust

Enclosures: File # 14030 - Bid Waiver Memo From: James McQueen

File # 14030 - Notice to the Public

File # 14030 - 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 in an amount not to exceed Sixty Thousand Dollars exceed \$60,000.00 ("Funds"), to Liberty City Community Revitalization Trust, a quasi-public government organization created through the City of Miami Ordinance No. 12859 in 2006 ("Liberty City Trust") to underwrite costs associated with the Youth Employment Program ("YEP"), located at 4800 N.W. 12th Avenue, Miami, Florida 33127 ("Property").

YEP, is an eight-week course from June 19, 2023, through August 3, 2023, with twenty participants from the SEOPW CRA redevelopment area between the ages of fourteen through eighteen who will receive a stipend of fifteen dollars per hour. YEP, the demographic is from low-income and at-risk youth families who will have an opportunity to develop communication skills, self-esteem, resume writing, job search skills, how to apply for jobs, career planning, and financial management ("Purpose"). Learning and applying these skills are critical to succeeding in each participant's life. Life skills are essential to enhancing the quality of life, personal relationships, and employment. After completing the YEP eight-week course, participants will receive a certificate of completion.

JUSTIFICATION:

Pursuant to Section 163.340(9), Florida Statutes, (the "Act") community redevelopment means "undertakings, activities, or projects of a ... community redevelopment agency in a community

redevelopment area for the elimination and prevention of the development or spread of slums and blight...."

Section 2, Goal 4 on page 10 of the 2018 Southeast Overtown/Park West Community Redevelopment Agency Plan Update (the "Plan") lists the "creati[on of] jobs within the community..." as a stated redevelopment goal.

Section 2, Goal 6, on page 10 of the Plan, lists the "[i]mprove[ment of] the [q]uality of [l]ife for residents" as a stated redevelopment goal.

Section 2, Principle 4, on page 13 of the Plan provides that "employment opportunities be made available to existing residents ..." as a stated redevelopment principle.

Further, Section 2, Principle 6, on page 14 of the Plan provides that to "address and improve the neighborhood economy and expand economic opportunities of present and future residents ..."

FUNDING:

\$60,000.00 allocated from account 10050.920101.883000.0000.00000. – SEOPW - Other Grant and Aids.

FACT SHEET:

Company name: Liberty City Community Revitalization Trust

Address: 4800 N.W. 12th Avenue, Miami, Florida 33127

Number of participants: 20 Funding request: \$60,000.00

Term: June 19, 2023, through August 3, 2023

Stipend provided? Yes, a \$15.00 per hour stipend to participants.

Age range of participants: 14 - 18

Scope of work or services (Summary): YEP, is an eight-week course with 20 participants between the ages of 14 - 18 who will receive a stipend of \$15.00 per hour. Participants will develop career planning which will include developing communication skills, self-esteem, resume writing, job search, how to apply for jobs, career planning, and financial management. After completing the YEP eight-week course, participants will receive a certificate of completion.

Item proven accomplishments (*if applicable*): In 2002 Liberty City Community Revitalization Trust employed 14 Overtown residents within the SEOPW CRA redevelopment area.

AGENDA ITEM FINANCIAL INFORMATION FORM

SEOPW CRA

CRA Board Meeting Date: May 25, 2023

CRA Section:

Brief description of CRA Agenda Item:

Authorizing the allocation of grant funds in an amount not to exceed \$60,000.00 to Liberty City Community Revitalization Trust to underwrite costs associated with the Youth Employment Program.

Project Number (if applicable):				
YES, there are sufficient funds in Line Item:				
Account Code: 10050.920101.883000.0000.00000 Amount: \$60,000.00				
NO (Complete the following source of funds information):				
Amount budgeted in the line item: \$				
Bala	Balance in the line item: \$			
Am	Amount needed in the line item: \$			
Sufficient f	Sufficient funds will be transferred from the following line items:			
ACTION	ACCOUNT NUMBER	TOTAL		
Project No./Index/Minot Object				
From		\$		
То		\$		
From		\$		
То		\$		

Comments:

Approved by:

James McQueen. Executive Director

5/18/2023

Ápproval:

Miguel A Valentin, Pinance Officer 5/18/2023



Southeast Overtown/Park West Community Redevelopment Agency

File Type: CRA Resolution
Enactment Number:

File Number: 14030 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 GRANTS AND AIDS" ACCOUNT. ACCOUNT NO. 10050.920101.883000.0000.00000. - SEOPW - OTHER GRANT AND AIDS IN AN AMOUNT NOT TO EXCEED SIXTY THOUSAND DOLLARS AND ZERO CENTS (\$60,000.00) ("FUNDS"), TO LIBERTY CITY COMMUNITY REVITALIZATION TRUST, A QUASI-PUBLIC ENTITY CREATED IN 2006 BY CITY OF MIAMI ORDINANCE NO. 12859 ("LIBERTY CITY TRUST"), TO ASSIST WITH THE YOUTH EMPLOYMENT PROGRAM ("YEP"), PROVIDING WITH EMPLOYABILITY AND FINANCIAL MANAGEMENT SKILLS ("PURPOSE"): 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: SUBJECT TO THE AVAILABILITY OF FUNDING; PROVIDING FOR INCORPORATION OF 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 Update (the "Plan"); and

WHEREAS, under Florida Statutes, Section 163.340(9) of the Community Redevelopment Act, (the "Act"), "community redevelopment means projects of a ... community redevelopment agency in a community redevelopment area for the elimination and prevention of the development or spread of slum and blight"; and

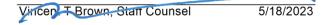
- WHEREAS, Section 2, Goal 4 on page 10 of the Plan lists the "creati[on of] jobs within the community..." as a stated redevelopment goal; and
- WHEREAS, Section 2, Goal 6, on page 10 of the Plan, lists the "[i]mprove[ment of] the [q]uality of [l]ife for residents"; and
- WHEREAS, Section 2, Principle 4, on page 13 of the Plan provides that "employment opportunities be made available to existing residents ..." as a stated redevelopment principle; and
- WHEREAS, Section 2, Principle 6, on page 14 of the Plan provides that to "address and improve the neighborhood economy and expand economic opportunities of present and future residents ..."; and
- WHEREAS, Liberty City Community Revitalization Trust, a quasi-public entity created through the City of Miami Ordinance No. 12859 in 2006 ("Liberty City Trust"); and
- WHEREAS, Liberty City Trust, Youth Employment Program ("YEP"), located at 4800 N.W. 12th Avenue, Miami, Florida 33127 ("Property"), is an eight-week course from June 19, 2023, through August 3, 2023, with twenty participants from the SEOPW CRA redevelopment area between the ages of fourteen through eighteen who will receive a stipend of fifteen dollars (\$15.00) per hour; and
- WHEREAS, YEP, demographic are from low-income and at-risk youth families who will have an opportunity to develop employability and financial management skills ("Purpose"); and
- WHEREAS, the Purpose of YEP, will allow Overtown participants to learn and apply skills that are essential to enhancing the quality of life, personal relationships, and employment.
- WHEREAS, the Board of Commissioners wishes to authorize the issuance of a grant to Liberty City Trust, in an amount not to exceed Sixty Thousand Dollars and Zero Cents (\$60,000.00) ("Funds"), to the Liberty City Trust for the Purpose of YEP; and
- WHEREAS, the Board of Commissioners finds that authorizing this Resolution would further the SEOPW CRA redevelopment goals and objectives; 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. By a four-fifths (4/5th) affirmative vote, after an advertised public hearing, the Executive Director's recommendation and written findings that competitive negotiation methods and procedures are not practicable or advantageous to the SEOPW CRA, pursuant to Section 18-85 and 18-86 of the City Code, as adopted by the SEOPW CRA, and waiving the requirements for said procedures is 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 the Grants and Aids" Account No. 10050.920101.883000.0000.00000 to the Liberty City Trust for the Purpose of YEP.

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:



SEOPW Board of Commissioners Meeting May 25, 2023

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

To: Board Chair Christine King

Members of the SEOPW CRA Board

Date: May 25, 2023

File:

Subject: Request to waive competitive sealed bidding methods pursuant to City Code 18-85(a) for the Liberty

City Community Revitalization Trust

From: James McQueen

Executive Director

References:

Enclosures:

BACKGROUND:

Liberty City Community Revitalization Trust, a quasi-public government organization created through the City of Miami Ordinance No. 12859 in 2006 ("Liberty City Trust") to underwrite costs associated with the Youth Employment Program ("YEP"), located at 4800 N.W. 12th Avenue, Miami, Florida 33127 ("Property"). YEP, is an eight-week course from June 19, 2023, through August 3, 2023, with twenty participants from the Southeast Overtown/Park West ("SEOPW CRA") redevelopment area between the ages of fourteen through eighteen who will receive a stipend of fifteen dollars per hour. YEP, the demographic is from low-income and at-risk youth families who will have an opportunity to develop communication skills, self-esteem, resume writing, job search skills, how to apply for jobs, career planning, and financial management ("Purpose"). Learning and applying these skills are critical to succeeding in each participant's life. Life skills are essential to enhancing the quality of life, personal relationships, and employment. After completing the YEP eight-week course, participants will receive a certificate of completion.

RECOMMENDATION:

In light of the above stated, approval of a waiver of the formal requirements of competitive sealed bidding methods as not being practicable or advantageous to the SEOPW CRA as set forth in the City Code of Ordinances, as amended, specifically Section 18-85 (A), and the affirmation of these written findings and the forwarding the same to the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency by a four-fifths vote is respectfully requested.

APPROVED BY:

James McQueen, Executive Director

NOTICE OF PUBLIC HEARING

Southeast Overtown/Park West Community Redevelopment Agency

The Board of Commissioners ("Board") of the Southeast Overtown/ Park West Community Redevelopment Agency ("SEOPW CRA") will hold a Public Hearing on Thursday, May 25, 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 allocation of funding to Liberty City Community Revitalization Trust, a quasi-public entity created in 2006 by the City of Miami Ordinance No. 12859 ("Liberty City Trust"), to underwrite costs associated with the Youth Employment Program ("YEP"), located at 4800 N.W. 12th Avenue, Miami, Florida 33127 ("Property"). The YEP program will teach employability and financial management skills ("Purpose").

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 Sixty Thousand Dollars and Zero Cents (\$60,000.00) to underwrite cost associated with the YEP program, an eight-week course with twenty participants from the SEOPW CRA redevelopment area between the ages of fourteen through eighteen who will receive a stipend of fifteen dollars (\$15.00) per hour.

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, May 25, 2023, at 10:00 a.m., 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. 2nd 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.40301



April 14, 2023

James McQueen, Executive Director Southeast Overtown/Park West Community Redevelopment Agency 819 NW 2nd Avenue 3rd Floor Miami, Florida 33136

Re: 2023 Youth Employment Program (YEP)

Request for Funds

Dear Mr. McQueen:

The Liberty City Community Revitalization Trust ("Liberty City Trust") is requesting funding in the amount of \$60,000.00 for the 2023 Youth Employment Program ("YEP"). This program will employ 20 youths from the Overtown community at the rate of \$15 per hour.

Introduction

The Liberty City Trust is a quasi-public government organization created through the City of Miami Ordinance No. 12859 in 2006. Elaine Black is the President/CEO of the Liberty City Trust. Our offices are located at Charles Hadley Park, 4800 NW 12th Avenue, Miami, Florida 33127. The mission of the Liberty City Trust is to provide oversight and facilitate the City's revitalization efforts and activities. Our focus is housing, commercial and business development and improving the quality of life of the residents in which we serve.

Background History

In 2015, the Liberty City Trust implemented a summer youth employment program ("YEP") to assure employment and work experience for the youth. The YEP program has employed over 400 youth which provided (1) income to low-income families, (2) job experience, and (3) an outlet to keep youth out of trouble while school is out for summer recess. The goal of the YEP is to provide youth with summer employment opportunities, combined or integrated with building the individual strengths of the participant, targeting at risk youth by incorporating youth development principles for career development and workforce readiness. In 2022, the Liberty City Trust employ 117 youth of which 14 was from the Overtown community.

Program Details and Coursework

The Summer Youth Employment Program has provided youth between the ages of 14 and 18 with paid summer employment for up to eight weeks in June through August. Participants worked in a variety of entry-level jobs in the nonprofit arenas, private sectors, and City of Miami Parks. YEP prepares youth for the workplace with workshops

James McQueen, Executive Director April 14, 2023 Page 2 of 2

on job readiness, career exploration, financial literacy and opportunities to continue education and social growth.

Should you have any questions or concerns, please do not hesitate to contact us at (305) 329-4707. We thank you in advance for your consideration of this summer youth program initiative for 2023.

Sincerely,

Elaine H. Black President/CEO

Attachments:

YEP Pictures Syllabus

Proposed Budget



PROPOSED BUDGET REQUEST LIBERTY CITY TRUST 2023 YOUTH EMPLOYMENT PROGRAM

Applicant Agency:

Liberty City Trust

Project Name:

2023 Youth Employment Program

Tentative Start Date/End Date:

June 12, 2023 to August 4, 2023

Salary -

\$48,000.00

Summer Interns – a temporary summer position which will provide program participant with the opportunity to work 20 hours per week for 8 weeks at the rate of \$15.00 per hour for a total amount of \$2,400.00 for the summer. Program participants will be employed at various City of Miami Parks as well as non-profits organizations.

FICA Taxes/Unemployment (Fringes)

\$ 3,672.00

FICA will be paid for all salaries: \$48,000.00 x .0765 - 3,672.00

Uniforms -

\$ 1,000.00

Summer Interns are provided with 5 Uniform T-Shirts to wears and bags. The cost of shirts is \$10.00 (20 interns x 5-Tshirts x \$10.00 per shirt)

Supplies -

\$ 1,028.00

Including file folders, copy paper, toner, labels, pens, pencils, writing pad, etc.

Workshop Facilitator -

\$ 3,800.00

A temporary summer position for 8 weeks. This position will manage, and conduct curriculum implemented for program participants, as well as interfacing with worksite supervisors, monitoring, planning, evaluating, creation of a pictorial of the participants and follow up on progress during the program. (1 Assistant x \$475 per week for 8 weeks).

Background Checks -

\$ 2,500.00

All program participants will go through a level II background check and drug testing. Drug testing and background check are mandatory for employment.

Total Budget

\$ 60,000.00

Liberty City Trust Youth Employment Program Syllabus

Course goals:

*Learn and improve Employment, Social and Financial Management Skills

*Apply classroom theory to real job experiences

Course Duration:

June 19, 2023 - August 3, 2023

Group Sessions - 2 hours a week for 6 to 10 Students.

Individual Session-1 hour for students who may need additional assistance

Coursework Calendar

June 19-23, 2023	<u>Orientation</u> - Introduction to the program, worksites and supervisors.
June 26-30, 2023	<u>Self Esteem</u> - Interns will learn about self esteem through various exercises and assignments.
July 5-7, 2023	<u>Resume Writing</u> - Introduction to the fundamentals of resume building.
July 10-14, 2023	<u>Speaking</u> - Confidence in Speaking. Interns will work on speaking in public and create a 90 second elevator speech
July 17-21, 2023	<u>Financial Management (Guest)</u> - Interns will learn the basic of managing their finances; from starting a bank account and depositing checks to using online banking and income taxes from a Finance Expert.
July 24-28, 2023	Writing, Application Completion and Answering written questions - Interns will review their YEP application and other applications.

<u>Job Search and Career Planning</u> - Using all skills from the previous weeks to help the students define their career path

and learn to use online job services to apply for job

Review/Closing Event - August 4, 2023 @ 11AM -2PM Students will be evaluated by their worksite Supervisors.

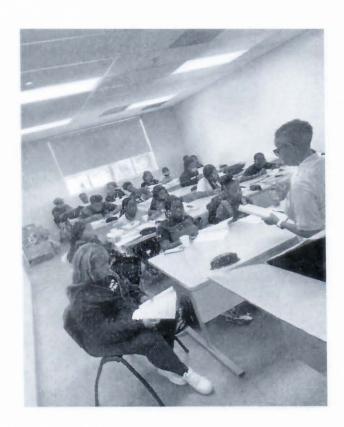
*First Week - June 26, 2023

July 31-Aug. 3, 2023

*Last Week - July 24, 2023

^{*}Gain a better understanding of human relations in the workplace









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

To: Board Chair Christine King and

Members of the CRA Board

Date: May 18, 2023 File: 14031

Subject: 4/5ths Bid Waiver Overtown Youth

Center, Inc.

From: James McQueen

Executive Director

Enclosures: File # 14031 - Bid Waiver Memo

File # 14031 - Notice to the Public

File # 14031 - 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 in an amount not to exceed Eighty-Six Thousand Eight Hundred and Seventeen Dollars and Forty-One Cents (\$86,817.41) ("Funds"), to Overtown Youth Center, Inc., a Florida Not for Profit Corporation ("OYC") to underwrite costs associated with the Youth Internship Program ("Program"), located at 450 N.W. 14th Street, Miami, Florida 33136 ("Property").

The Program starts on June 1, 2023, through September 30, 2023. The Program demographics are from low to moderate income, high school students ages 16 - 18, and post-secondary students ages 18 - 25 who will receive a stipend at seventeen dollars an hour. During the Program, 20 Overtown residents will receive academic support, recreation/wellness activities, performing arts, field trips, gender-specific sessions focused on social-emotional wellness, and college and career readiness activities ("Purpose"). OYC, Purpose will assist in bridging educational, social, emotional, health, and economic gaps.

JUSTIFICATION:

Pursuant to Section 163.340(9), Florida Statutes, (the "Act") community redevelopment means "undertakings, activities, or projects of a ... community redevelopment agency in a community redevelopment area for the elimination and prevention of the development or spread of slums and blight...."

Section 2, Goal 4 on page 10 of the 2018 Southeast Overtown/Park West Community Redevelopment Agency Plan Update (the "Plan") lists the "creati[on of] jobs within the community..." as a stated redevelopment goal.

Section 2, Goal 6, on page 10 of the Plan, lists the "[i]mprove[ment of] the [q]uality of [l]ife for residents" as a stated redevelopment goal.

Section 2, Principle 4, on page 13 of the Plan provides that "employment opportunities be made available to existing residents ..." as a stated redevelopment principle.

Further, Section 2, Principle 6, on page 14 of the Plan provides that to "address and improve the neighborhood economy and expand economic opportunities of present and future residents ..."

FUNDING:

FACT SHEET:

Company name: Overtown Youth Center, Inc.

Address: 450 N.W. 14th Street, Miami, Florida 33136

Number of participants: 20 Funding request: \$86,817.41

Term: June 1, 2023, through September 30, 2023

Stipend provided? Yes, a \$17.00 per hour stipend to participants.

Age range of participants: 16 - 25

Scope of work or services (Summary): The Program, will allow 20 Overtown residents to receive academic support, recreation/wellness activities, performing arts, field trips, gender-specific sessions focused on social-emotional wellness, and college and career readiness activities. OYC, Purpose will assist in bridging educational, social, emotional, health, and economic gaps.

AGENDA ITEM FINANCIAL INFORMATION FORM

SEOPW CRA

CRA Board Meeting Date: May 25, 2023

CRA Section:

Brief description of CRA Agenda Item:

Authorizing allocation of grant funds in an amount not to exceed \$82,817.41 to Overtown Youth Center, Inc. to underwrite costs associated with the Youth Internship Program.

Project No	umber (if applicable):				
YES, ther	e are sufficient funds in Line Item:				
Account C	Account Code: 10050.920101.883000.0000.00000 Amount: \$82,817.41				
NO (Com	plete the following source of funds info	ormation):			
Am	ount budgeted in the line item: \$				
Bala	ance in the line item: \$				
Am	ount needed in the line item: \$				
Sufficient f	funds will be transferred from the followir	ng line items:			
ACTION	ACCOUNT NUMBER	TOTAL			
	Project No./Index/Minot Object				
From		\$			
То		\$			
From		\$			
То		\$			

Comments:

Approved by:

James McQueen. Executive Director

5/18/2023

Ápproval:

Miguel A Valentin, Pinance Officer 5/18/2023



Southeast Overtown/Park West Community Redevelopment Agency

File Type: CRA Resolution
Enactment Number:

File Number: 14031 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 GRANTS AND AIDS" ACCOUNT. ACCOUNT NO. 10050.920101.883000.0000.00000, - SEOPW - OTHER GRANT AND AIDS, TO AUTHORIZE THE ALLOCATION OF GRANT FUNDS IN AN AMOUNT NOT TO EXCEED EIGHTY TWO THOUSAND EIGHT HUNDRED AND SEVENTEEN DOLLARS AND FORTY ONE CENTS (\$82,817.41) ("FUNDS"), TO THE OVERTOWN YOUTH CENTER, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION ("OYC"), TO UNDERWRITE COSTS ASSOCIATED WITH THE YOUTH INTERNSHIP PROGRAM ("PROGRAM"), LOCATED AT 450 N.W. 14TH STREET, MIAMI, FLORIDA 33136 ("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: SUBJECT TO THE AVAILABILITY OF FUNDING: PROVIDING FOR INCORPORATION OF 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 Update (the "Plan"); and

WHEREAS, under Florida Statutes, Section 163.340(9) of the Community Redevelopment Act, (the "Act"), "community redevelopment means projects of a ... community redevelopment agency in a community redevelopment area for the elimination and prevention of the development or spread of slum and blight"; and

- WHEREAS, Section 2, Goal 4 on page 10 of Plan lists the "creati[on of] jobs within the community..." as a stated redevelopment goal; and
- WHEREAS, Section 2, Goal 6, on page 10 of the Plan, lists the "[i]mprove[ment of] the [q]uality of [l]ife for residents"; and
- WHEREAS, Section 2, Principle 4, on page 13 of the Plan provides that "employment opportunities be made available to existing residents ..." as a stated redevelopment principle; and
- WHEREAS, Section 2, Principle 6, on page 14 of the Plan provides that to "address and improve the neighborhood economy and expand economic opportunities of present and future residents ..."; and
- WHEREAS, Overtown Youth Center, Inc., a Florida not-for-profit corporation ("OYC"), to underwrite costs associated with the Youth Internship Program ("Program"), located at 450 N.W. 14th Street, Miami, Florida 33136 ("Property"); and
- WHEREAS, OYC, Program is will operate from June 1, 2023, through September 30, 2023, with twenty participants from the SEOPW CRA redevelopment area 45 participants between the ages of 16-24; and
- WHEREAS, During the Program, 20 Overtown residents will receive academic support, recreation/wellness activities, performing arts, field trips, gender-specific sessions focused on social-emotional wellness, and college and career readiness activities ("Purpose"); and
- WHEREAS, OYC, Purpose will assist in bridging educational, social, emotional, health, and economic gaps; and
- WHEREAS, the Board of Commissioners wishes to authorize the issuance of a grant to Overtown Youth Center, Inc., in an amount not to exceed Eighty-Two Thousand Eight Hundred and Seventeen Dollars and Forty One Cents (\$82,817.41) ("Funds"), for the Purpose of the Program; and
- WHEREAS, the Board of Commissioners finds that authorizing this Resolution would further the SEOPW CRA redevelopment goals and objectives; 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. By a four-fifths (4/5th) affirmative vote, after an advertised public hearing, the Executive Director's recommendation and written findings that competitive negotiation methods and procedures are not practicable or advantageous to the SEOPW CRA, pursuant to Section 18-85 and 18-86 of the City Code, as adopted by the SEOPW CRA, and waiving the requirements for said procedures is 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 the Grants and Aids" Account, Account No. 10050.920101.883000.0000.00000 to the Overtown Youth Center, Inc., for the Purpose of the Program.

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, Start Counsel

5/18/2023

SEOPW Board of Commissioners Meeting May 25, 2023

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

To: Board Chair Christine King

Members of the SEOPW CRA Board

Date: May 25, 2023

File:

Subject: Request to waive competitive sealed bidding methods pursuant to City Code 18-85(a) for Overtown

Youth Center, Inc.

From: James McQueen

Executive Director

References:

Enclosures:

BACKGROUND:

Overtown Youth Center, Inc., is a Florida Not for Profit Corporation ("OYC") to underwrite costs associated with the Youth Internship Program ("Program"), located at 450 N.W. 14th Street, Miami, Florida 33136 ("Property"). OYC, is requesting Eighty-Six Thousand Eight Hundred and Seventeen Dollars and Forty-One Cents (86,817.41) ("Funds") to underwrite the cost of the Program. The Program starts on June 1, 2023, through September 30, 2023. The Program demographics are from low to moderate income, high school students ages 16 - 18, and post-secondary students ages 18 - 25 who will receive a stipend at seventeen dollars an hour. During the Program, 20 Overtown residents will receive academic support, recreation/wellness activities, performing arts, field trips, gender-specific sessions focused on social-emotional wellness, and college and career readiness activities ("Purpose"). OYC, Purpose will assist in bridging educational, social, emotional, health, and economic gaps.

RECOMMENDATION:

In light of the above stated, approval of a waiver of the formal requirements of competitive sealed bidding methods as not being practicable or advantageous to the Southeast Overtown/Park West Community Redevelopment Agency as set forth in the City Code of Ordinances, as amended, specifically Section 18-85 (A), and the affirmation of these written findings and the forwarding the same to the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency by a four fifths vote is respectfully requested.

APPROVED:

James McQueen, Executive Director

Southeast Overtown/Park West Community Redevelopment Agency

NOTICE OF PUBLIC HEARING

The Board of Commissioners ("Board") of the <u>Southeast Overtown/ Park West Community Redevelopment Agency ("SEOPW CRA")</u> will hold a Public Hearing on Thursday, May 25, 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 allocation of funding to **Overtown Youth Center, Inc.** a Florida not-for-profit corporation ("OYC") to underwrite costs associated with the Youth Internship Program ("Program"), located at 450 N.W. 14th Street, Miami, Florida 33136 ("Property").

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 Eighty-Six Thousand Eight Hundred and Seventeen Dollars and Forty-One Cents (\$86,817.41) ("Funds"), the Program will provide academic support, recreation/wellness activities, performing arts, field trips, gender-specific sessions focused on social-emotional wellness, and college and career readiness activities ("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, May 25, 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. 2nd 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.40300



April 13, 2023

James McQueen **Executive Director** Southeast Overtown/Park West Community Redevelopment Agency 819 NW 2nd Avenue, 3rd Floor Miami, Florida 33136

Re: Overtown Youth Center, Inc. (OYC) Youth Internship Program Proposal 2023

Dear Mr. McQueen:

Thank you for the opportunity to submit a proposal for the OYC's Youth Internship Program with the CRA to provide youth with a multitude of opportunities to develop workforce readiness skills learn career pathways, receive professional mentors, and provide a gateway to a network of employment providers, increasing their chances for future success and economic selfsufficiency.

OYC is a nonprofit organization whose mission is to uplift South Florida communities by offering equitable, high-quality programs and assistance. OYC is committed to strengthening communities by strategically focusing on bridging educational, social, emotional, health, and economic gaps. We serve more than 3,000 youth and adult community members throughout southern Florida, and function as a civic influencer and a catalyst for community change through a comprehensive program framework that blends, academic and vocational services, healthcare, civic engagement, college and career services, employment assistance, mentoring, and youth empowerment.

OYC believes that workplace exposure opportunities are integral to the development of workforce readiness and sustained permanent employment. Since 2016, OYC has provided more than 500 job and internship placements to 150 youth ages 16-24. Participating in youth intern/work at OYC program sites and at more than 20 non-profit and business partner worksites for up to nine weeks during the summer and for year-round placements as possible.

Program Success Story:

A core component of OYC Miami's College and Career Programming includes a series of workshops focused on job readiness, exposure to career and post-secondary educational opportunities, and financial literacy. Financial literacy workshops in particular focus on expanding youth knowledge of core skills that promote long-term economic sustainability such as budgeting, saving, understanding credit, establishing bank accounts, etc. When youth are placed in internships/employment opportunities, the OYC team also works closely with youth to help youth practice some of these financial strategies during their internship/employment experience.



Sheyla C. is currently an 11th-grade student attending Booker T. Washington Senior High School. She joined OYC during elementary school, attending after-school and summer programming, and has also been employed through OYC's Youth Internship Program. Sheyla began as a Youth Worker with OYC in June 2021. During the summer she set her first financial goal and was able to successfully reach this goal by saving \$500 during her summer placement. Over the course of the next year, Sheyla set two additional financial goals and by Summer 2022 she successfully saved \$2,000 in total. Sheyla shared that "working over the course of the year [she] noticed that [she] was able to save from attending financial literacy sessions. During each work/internship experience, [she] decided to increase [her] savings goal to see if [she] can meet or exceed the amount. Attending sessions taught [her] how to budget and have money for emergencies. OYC gave [her] experience as a first-time working student. Also, it gave [her] experience working with students like me".

Requested Support for OYC's Youth Internship Program:

OYC is requesting \$86,817.41 to fund this program, which will benefit 20 high school and posthigh students, placing them in full-time summer jobs. The proposed program start date is June 1, 2023, through September 30, 2023. The funds will cover Youth, Ambassadors, and Project Administrator Hiring Costs, as well as Administrative, Payroll, and Operating Costs.

Tina Brown

Chief Executive Officer Overtown Youth Center, Inc.

Email: tina.brown@oycmiami.org

Mailing address: P.O. Box 16940, Miami, FL, 33101



YOUTH INTERNSHIP PROGRAM PROPOSAL



OVERTOWN YOUTH CENTER

OYC Miami (OYC) is a nonprofit organization whose mission is to uplift South Florida communities by offering equitable, high-quality programs and assistance. OYC is committed to strengthening communities by strategically focusing on bridging educational, social, emotional, health, and economic gaps.

The agency currently serves more than 3,000 youth and adult community members throughout southern Florida. OYC functions as a civic influencer and a catalyst for community change for marginalized South Florida residents and uses a comprehensive program framework that blends, academic and vocational services, healthcare, civic engagement, college and career services, employment assistance, mentoring, and youth empowerment. The program provides comprehensive services to youth ages 5 - 25 and their caregivers and families within Overtown.

PROGRAM OVERVIEW

OYC believes that workplace exposure opportunities are integral to the development of workforce readiness and sustained permanent employment. OYC is now seeking resources to offset anticipated funding reductions, sustain the College and Career Readiness footprint, and provide a steady continuum of youth progress towards a living wage in the careers of their choice and life as positive contributing citizens. Since 2016, OYC has provided more than 500 job and internship placements to 150 youth ages 16-25. Participating youth work at OYC program sites and at more than 20 non-profit and business partner worksites for up to nine weeks during the summer and through year-round placements when possible.

OYC's Youth Internship Program aims to help youth transition successfully from high school into young adulthood. OYC serves as a resource that provides opportunities for these young adults to become successful in life via unique exposure experiences. These opportunities give them access to various employment fields, higher education institutions, technical and trade schools, etc. Evidence of success is seen as enrolled youth complete the comprehensive, year-round program, graduate from high school, engage in post-secondary education, and are placed on temporary and permanent job sites.

This comprehensive career preparation model ensures equitable access to the knowledge and skills necessary for a successful transition to post-secondary education and the workforce. OYC has nearly two decades of experience providing direct service to marginalized Miami-Dade



2023 | YOUTH INTERNSHIP PROGRAM PROPOSAL

County residents and is committed to removing barriers to access for the promising youth the agency serves with a keen eye toward historic and current economic trends.

This program serves Low- to Moderate-Income (LMI) Miami-Dade County youth. LMI is defined as less than 80% of the HUD Area Median Income for Miami Dade County which is \$52,300. Youth are identified as LMI based upon a census survey revealing 66.9% of the project's enrolled households have family incomes that are less than 80% of the Federal Financial Institutions Examination Council (FFIEC) estimated Median Family Income.

Additionally, the enrolled population experiences the following barriers:

- 73% are single-parent households
- 47% of families live below the poverty level (compared to 24% nationally)
- Average household incomes are below \$40,000 while the regional cost of living is 11.6% higher than the national average
- Local high school dropout rates are 9% compared to 3% statewide and 10th-grade proficiency rates are 16% for English/Language Arts and 15% for Math (Florida Department of Education, 2022)
- Limited options for high-quality post-secondary preparation and support, lack of safe recreational spaces, high unemployment, and high substance abuse and crime rates

Youth Employment: Placement in full-time summer jobs

Program Start Date: June 1, 2023

Program End Date: September 30, 2023

Target Population: As a requirement of this funding and to adhere to the Internship Program standards, youth participating in the program must meet the following criteria:

- 16-25 years of age
 - O High School Students: 16 to 18 years of age
 - O Post-Secondary Students: 18 to 25 years of age
- Be a City of Miami resident, residing in Overtown
- Preferably live in a 51% or more LMI (low/moderate income) Census Tract

Purpose:

The purpose of the Youth Internship Program is to provide youth with a safe, well-defined, and supervised job that allows them to gain valuable work experience. Those eligible to participate include youth ages 16 through 25. The Provider will be responsible for the direction and control of the program participants, including:



2023 | YOUTH INTERNSHIP PROGRAM PROPOSAL

- A. Following up with Youth Supervisors and Youth Workers to ensure adherence to program requirements, and removal/termination of participants, if necessary.
- B. Approval of the number of hours worked by program participants.
- C. Payroll issuance to the program participants.
- D. Reporting the program participant's income for payroll; and
- E. Adherence with COVID-19 social distancing protocols.

OYC will serve as the agency to provide the expansion and additional job opportunities for youth residing within the City of Miami respectively, between the ages of 16-25. OYC will serve as the payroll and overseeing agency for all youth.

Program Elements:

The Youth Internship Program will offer distinctive and unique experiences for participating youth to earn money, gain valuable skills and understand how they should take care of their financial future. Youth will participate in one of the following tracts:

- 1. <u>Civic Engagement Experience:</u> Participate in a civic engagement accelerator learning, understanding, and working to make a difference in the civic life of our communities and develop the combination of knowledge, skills, values, and motivation to make that difference.
- 2. <u>Entrepreneurship Accelerator:</u> Activate their entrepreneurial mindset and build your startup skills to create a business and boost career-readiness opportunities. This program will teach youth how to think like an entrepreneur, test ideas, build a competitive edge, create a successful marketing plan, and make a profit.
- 3. <u>Work Experience</u>: Gain real work experience and learn essential job skills. The OYC Job Shadow/Work Experience will provide the opportunity to work with professional leaders in non-profit and for-profit organizations in a virtual or face-to-face setting to learn/shadow day-to-day operations. An on-site work experience will be the preferred work experience.

An Internship Supervisor should be assigned to work with OYC staff to assist with the program implementation, oversee the day-to-day program activities and provide financial literacy lessons to program participants.

Partners:

Employer, corporate, and community partnerships are valuable to the success of the program. These partnerships further enhance the quality of work readiness presentations, financial education, and job placement/internship opportunities that OYC youth experience with leading professionals across various industries. For example, during FY 2021-2022, OYC partnered with



2023 | YOUTH INTERNSHIP PROGRAM PROPOSAL

the Louis Vuitton Corporation, Dibia Foundation, Nicklaus Health's Project GEN:ES, Miami Dade College, Girl Power, and the Affirming Youth Foundation. These collaborations supported program activities through the promotion of leadership skill development, mentorship, and career exposure.

SUCCESS STORIES

Sheyla C. is currently an 11th-grade student attending Booker T. Washington Senior High School. She joined OYC Miami during Elementary School and has not only attended after-school and summer programming but has also been employed through OYC's youth employment program. Sheyla began as a Youth Worker with OYC in June 2021. During the summer she set her first financial goal and was able to successfully reach this goal-saving \$500 during her summer employment experience. Over the next year, Sheyla set two additional financial goals and by the Summer of 2022, she successfully saved \$2,000 in total. Sheyla shared that "working over the course of the year [she] noticed that [she] was able to save from attending financial literacy sessions. Each work experience, [she] decided to increase [her] savings goal to see if [she] can meet or exceed the amount. Attending sessions taught [her] how to budget and have money for emergencies. OYC gave [her] experience as a first-time working student. Also, it gave [her] experience working with students like me".

Rodson D. is an OYC Post-High student who interned with OYC In 2022. Following his experience, he shared:

"Last week was my last day as an intern for OYC. I know that it was a last-minute call, but it would not have been possible without you all. I have been part of the program since 2017-2018 and it was a really fun experience for me to see how the organization operates behind the scenes to ensure that every participant is taken care of. I would like to thank you all for giving me the chance to get these internship hours. Thank you, Ms. Wallace, for your continued help. There is never a moment when I reach out to you for help, and you did not try your best. It might not be possible every time, but you always go above and beyond to help me. I appreciate you! Thank you, Ms. Brittany, and Ms. Fabiola, for your warm welcome. It was my pleasure to get to know both of you and thank you for all you do for us participants and the organization in general. I felt included since my first day of this internship. I was able to participate in staff meetings, met some of OYC's partners, and also had conversations with Ms. Nicole and co-workers about HR and Finance which were pretty insightful. I appreciate you all! Lastly, thank you to anyone else involved, it was my pleasure to work with you all. I will see you all soon and hopefully, you all have some time to come to my college graduation ceremony next year."



PHOTOS













PROGRAM BUDGET

OYC Internship Program Summer 2023

Line Item	Amount Requested	Narrative
Student Interns	\$68,000.00	"This represents the costs to employ 20 youth and young adults (ages 16-25) @ \$17 hour x 25 hours per week * 8 weeks Youth and young adults will be employed during the summer as well as year-round. Opportunities will include In-Person/Virtual work experiences with several employment partners and entrepreneurship work experiences from the nonprofit, for profit and government industries)"
Financial Ambassadors	\$3,700.00	This represents the costs to employ 1 ambassador (\$18.50 per hour * 25 hours week * 8 weeks) Ambassadors will provide internship oversight and oversee financial objectives for interns throughout the year.
Payroll Costs - Internships	\$5,485.05	Financial Ambassadors FICA/MICA @ 7.65%
Total Internship Costs	\$77,185.05	
Program Manager	\$4,483.20	This represents the costs to employ 1 program manager (\$28.02 per hour * 20 hours per week * 8 weeks) Design, coordination, and implementation of the Year-Round Internship Program in 2023-2024
Payroll Costs - Program Manager	\$1,015.00	Payroll Benefits/ Costs for full time FTE (FICA, MICA, & Fringe)
Total Project Manager	\$5,498.20	
Indirect Costs	\$4,134.16	This represents 5% indirect costs for managing the program - i.e., HR, Finance, Auditing, etc.
Total Costs	\$86,817.41	



CONTACT INFORMATION

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OYC MIAMI

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Miami, FL, 33101



ANEX A. OYC MIAMI PROGRAM DECK



OVERTOWN YOUTH CENTER PROGRAM DECK

rev. March 2023

EDUCATION	FREQUENCY TYPE OF ACTIVITY	TARGET GROUP	# SERVED
In-School Services The Overtown Youth Center (OYC Miami) provides in-school services in 12 schools across Miami Dade County. These services include tracking and monitoring academic achievement, attendance, and behavior. Additionally, OYC Miami's in-school team serves as student advocates, mentors and accountability partners for students, parents, and school administrators.	Year-Round School visits; classroom & lunch-time monitoring; collection and monitoring of school records; support with parent-teacher conferences	K-12	550
After School Program Services OYC Miami offers after school programming during the school year. Students participate in age-appropriate program activities at OYC's main site and at school partner sites across these levels: Elementary (K-5th), Middle School (6-8th), and High School (9-12th). During programming, students receive a hot meal, snacks, academic support, recreation/wellness activities, enrichment activities (e.g., art, music, performing arts, dance, STEM), exposure trips, gender-specific sessions focused on social emotional wellness, and college and career readiness activities. Throughout all program elements, staff focus on bonding and building strong relationships with students and families and helping each student work towards their individual goals.	Year-Round After School Services; Mentoring; Enrichment; Academic Support	K-12	550

	ENRICHMENT & EXPOSURE	FREQUENCY TYPE OF ACTIVITY	TARGET GROUP	# SERVED
9-8	Inspiring Civic Engagement (ICE) The ICE initiative was launched in 2022 with a focus on civic engagement curriculum for middle and high school students consisting of three pillars: 1) Voter Advocacy, 2) Social Justice and 3) Global Citizenship. OYC Miami will support "ICE" youth leaders in building a student-led, trusting, strong, and positive team culture while enabling them in creating and understanding the "ICE" culture and understanding the value of being a part of "ICE".	Year-Round Civic Engagement Workshops; Community Service Projects; Community Engagement	6-12; Families	300
***	Arts, Culture, Enrichment & Exposure One of OYC Miami's fundamental beliefs is that every child has a gift and a talent. OYC provides enrichment programming like art, music, dance, and history classes. Additionally, OYC Miami believes that exposure is the catalyst for youth development and is a key element for students reaching their full potential. OYC Miami offers field trip opportunities that include theatrical plays, musicals, sports events, movies, nature trips, leadership trips, service-learning trips, and other outings to broaden their perspectives; as well as provide students opportunities that are not afforded to them. OYC Miami specifically focuses on providing enrichment opportunities for youth in the visual and performing arts as art uses the power of words, images, and movement to communicate feelings and to evoke feelings in others. Art-related enrichment activities include dance, music, spoken word/poetry, drama, photography, painting, drawing, sculpture, and more. Instructors and community partners lead enrichment sessions with students through high-quality instruction and help prepare students for showcases, art installations, and/or professionally produced performances. Students are encouraged to participate in a variety of art mediums throughout the year in order to express themselves through creative outlets. Field trips (exposure trips) supplement these experiences as students may be able to attend special events and visit venues that promote art and culture.	Year-Round Enrichment Activities and Exposure Trips	K-12	550
	STEAM Initiatives OYC Miami offers STEAM activities for 100% of its students to bridge exposure gaps, career gaps, and industry-specific gaps based on ethnicity, gender and/or sexual orientation. Offerings include but are not limited to Robotics, Genetic Studies, Project-Based Learning, Computer Science. Nature Studies, Engineering, Digital Arts and Design, Visual Arts and Performing Arts, Culinary, Aviation Studies, etc. The STEAM programming allows students to utilize elements of thinking and doing simultaneously. Family STEAM Nights are also offered to engage caregivers in STEAM learning with their students.	Year-Round Hands-on learning activities	K-12; Families	550



OYC PROGRAM DECK rev. Feb 2023

ENRICHMENT & EXPOSURE	FREQUENCY TYPE OF ACTIVITY	TARGET GROUP	# SERVED
 OYC Miami Summer Program During the Summer Program, OYC Miami students engage in full day programming inclusive of academic support, character-building activities, community service, physical fitness, visual and performing arts, STEM enrichment, social emotional wellness activities, college and career readiness activities, and a variety of field trips to venues youth would not otherwise have the opportunity to experience. High school students prepare for college entrance exams, apply for college, visit local colleges/universities/technical schools, and attend financial literacy workshops during the summer months. Eligible youth also have the opportunity for full time summer employment through OYC Miami collaborations with multiple community partners.	7 weeks (Monday – Friday) Summer Program	K-12	550
Honey Shine Mentoring Program Honey Shine Inc. was founded in 2002 by Tracy Wilson Mourning and began as a volunteer-led mentoring program that aimed to expose girls from underserved communities to healthy lifestyles and to encourage the balancing of mind, body, and soul. As the need in the community increased, along with an increasing number of girls, Honey Shine formalized into a 501c3 to provide direct services to girls through afterschool programming, "Aspire to Shine" empowerment workshops, and summer programming. In 2020, Honey Shine Inc. programming merged with OYC Miami, and Honey Shine is now the gender-specific programming component for OYC Miami. Honey Shine Programming takes place after school and during full day programming and/or weekend activities. Honey Shine programming is designed to enrich the lives of our Honey Bugs through S.E.L.F. (STEAM, Empowerment, Literacy, and Fitness) enrichment activities.	Year-Round Gender-Specific Initiative; STEAM; Empowerment; Literacy; Fitness; Social Emotional Wellness	K-12	275
 Camp Honey Shine Camp Honey Shine is a signature component of the Honey Shine mentoring program experience offering girls in grades K-12 with a high-quality, 7-week summer program through full-day programming Monday through Friday. Camp Honey Shine is designed to enrich the lives of our Honey Bugs through S.E.L.F. (STEAM, Empowerment, Literacy, and Fitness) enrichment activities. Camp Honey Shine also provides an environment for Honey Bugs to: • Build social emotional wellness, physical, and cognitive skills • Develop values and a positive sense of self-worth • Develop their voice • Explore their direction in life through exposure to diverse enrichment activities including but not limited to dance, art, swimming, spoken word, literacy, health and wellness activities, character development, STEAM sessions, college and career readiness activities, and educational and culturally relevant field trips Camp Honey Shine is hosted annually at the Carrollton School of the Sacred Heart and OYC Miami. All camp activities place a strong emphasis on social emotional wellness (SEW) with staff and community partners serving as role models and fostering a safe, supportive environment.	7 weeks (Monday – Friday) Summer Camp	K-12	125
Band of Brothers Programming Band of Brothers (B.O.B.) is a gender-specific initiative that was envisioned as several staff at OYC realized the need for mentorship specific to males served through OYC programming. In 2020, an OYC student lost his life to gun violence and staff reflected on the challenges associated with the how the power of negative influences on the "street" can outweigh positive influences on youth even when surrounded by consistent, positive role models. The B.O.B. vision is to expose young men to numerous resources and opportunities that will aid in their educational and social development and empower them to become positive contributing citizens (PCC). This vision is supported through the provision of mentorship, workshops, program activities (year-round), and special events that support the needs of the students in areas such as character development, self-esteem enhancement, college, and career readiness, understanding their culture and history, self-identity, combating negative influences, and creating a community of male support.	Year-Round Special Events/Activities Gender-Specific Initiative; Empowerment; Mentoring; Social Emotional Wellness	K-12	275



OYC PROGRAM DECK rev. Feb 2023

	FAMILY SERVICES	FREQUENCY TYPE OF ACTIVITY	TARGET GROUP	# SERVED
# ## ##### #######	EDEN Place Family Resource Center The United Way EDEN Place Program (Educate, Develop Empower, Nurture) powered by OYC Miami is an optional, educational Family Resource Center that provides free, comprehensive services to parents and/or caregivers to help them better understand their children's schooling and broader development, connects them to resources and empowers them to advocate for their children's future success. Services include: Monthly Parent workshops/meetings focused on positive parenting, health/wellness, financial sustainability, academic supports, etc. One-to-one assistance School advocacy Family coaching Parenting strategies and supports Child behavior support Social skills training Application assistance Health insurance enrollment Food distribution Employment assistance/job placement and success coaching Information and referrals to access community resources	Support available daily on weekdays Care Coordination / Information & Referral / Success Coaching	Adults & Families	100+ families
	Neat Stuff Program Since 1995, Neat Stuff served more than 6,000 children annually by connecting children and their advocates to a variety of sponsors and donors who provided new clothing, accessories, shoes, school items, baby items, toys, and special assistance at no charge to agencies or families. In 2018, OYC Miami assumed the role of revitalizing and expanding the impact of Neat Stuff while continuing the operation of these distribution services.	Support available daily on weekdays Assistance with clothing, accessories, shoes, school items, baby items, toys, and similar resources as available.	Students & Families	More Than 550 Families
	Positive Parenting Program OYC Miami delivers an 8-session, evidence-based positive parenting program to groups of parents/caregivers with children ages 5-12 years old. This program is designed to offer parents a toolbox of ideas and strategies that aid them in supporting their child across their developmental milestones and in having a greater understanding of positive parenting skills that can be utilized in a wide range of parenting situations.	Year-Round Parenting Education Groups	Parents/ Caregivers	60 Adults
	Digital Skills for Life Program OYC Miami delivers an 8-session, digital learning curriculum for adults to gain greater digital literacy skills on topics such as hardware, software, internet connection and mechanics, safety while searching, professional communication, social media, personal and academic apps, and safety and children's use of apps.	Year-Round Digital Skills Training	Adults	60 Adults

	ECONOMIC SUSTAINABILITY	FREQUENCY TYPE OF ACTIVITY	TARGET GROUP	# SERVED
B.e.e	IE2/College, Career and Vocational Programming IE2 is an initiative designed to expose students as early as Kindergarten to college, career, and vocational concepts. OYC Miami's goal is to ensure that by 11th grade every high school participant has declared a post-high path and by the end of OYC Miami's program term (age 25) that there is a high probability of success ensuring that participants can sustain themselves and their families from an economic perspective. IE2's programming includes a professional speaker series, test preparation services, leadership program opportunities, college, career and vocational tours and experiences. Year-round College and Career Readiness programming is provided to promising youth residing in marginalized communities with the goal of increasing their knowledge of college and career options, providing jobs and internships, improving financial literacy, and promoting civic engagement.	Year-Round Learning Activities and Sessions	K-25	550
	Summer Jobs Connect (SJC) SJC is a summer employment program focused on providing students ages 14-25 with work experience in corporate, nonprofit, and government sectors to expose them to various careers, increase soft skills, expand their network, and strengthen their financial literacy skills.	Summer Workforce Readiness; Internships	14-25	150



OYC PROGRAM DECK rev. Feb 2023

ECONOMIC SUSTAINABILITY	FREQUENCY TYPE OF ACTIVITY	TARGET GROUP	# SERVED
Financial Literacy Grounded in the belief that regardless of background or income level, financially informed individuals are better able to take control of their circumstances, improve their quality of life, and ensure a more stable future for themselves and their families, our mission at OYC is to provide individuals with a financial literacy foundation that will encourage educated financial decision making through every stage of life. OYC Miami financial literacy programs will be delivered to students, young adults ages 18-25, and family members of all ages. OYC Miami provides financial literacy programs in collaboration with multiple partners to include helping kids explore and learn concepts critical to real-world success. Concepts taught include summer jobs connect programming, budgeting, goal setting, investing, homeownership, etc.	Year-Round Learning Activities and Sessions	K-25 & Adults	650
Latinos In Finance Program OYC Miami provides a 6-week bilingual banker training program. The program is aimed at providing workforce development training to job seekers in order to help enhance their opportunities to transition into employment opportunities in banking or finance industries. A 14-module curriculum is utilized with each training cohort that covers personal finance, job readiness, customer service and communication skills, and banking sector essentials. In addition, OYC Miami staff provide participants with assistance in reviewing and revising their resumes, job searches, and mock interview sessions.	Year-Round Industry-specific, job training	Adults	45

HEALTH & WELLNESS	FREQUENCY TYPE OF ACTIVITY	TARGET GROUP	# SERVED
Social-Emotional Wellness (SEW) Gender-specific, social-emotional learning sessions are provided in small group settings as a foundational basis to foster wellness to ensure that students learn skills necessary for developing self-awareness, self-control and interpersonal skills that are vital for school, work, and life success. Strong SEW skills help students and caregivers cope with challenges and thrive academically, professionally, and socially. This program integrates OYC Miami's Honey Shine and Band of Brothers components with topics focused on self-esteem, character development, self-love, understanding one's culture and history, life skills, etiquette, financial health, and college and career readiness.	Year-Round Interactive sessions	K-12	550
Health and Wellness Services OYC Miami prides itself on creating opportunities to foster healthy lifestyles for both children and families. OYC incorporates health and wellness in school through mental health and wellness check-ins; afterschool through physical and recreational programs like through fitness, sports, free play, music, dance, and arts programming; as well as nutritional culinary programs and healthy food options that are offered through our breakfast, lunch, and dinner programs. During the Summer, OY Miami ensures that 100% of all its students receive basic health screenings such as annual wellness visits/physicals, vision, and dental screenings, as well as EKG screenings. OYC collaborates with key healthcare stakeholders to narrow health gaps for children and families. Movement is integrated into daily program activities including enrichment activities that integrate elements of physical wellness in addition to skills building in other areas (e.g., dance, drama). In addition, indoor and outdoor activities will be made available that promote fitness, cooperative play, the integration of physical and mental wellness (e.g., martial arts, yoga, etc.), positive health routines, recreational activities that promote fun and teamwork, swimming (during summer programming), gardening activities, and exposure to a variety of sports.	Year-Round Daily recreational programming Annual Health Screenings	K-12	550
Food and Nutrition Program OYC Miami provides hot nutritious meals to over 500 students daily. This program is to combat hunger, childhood obesity and to promote healthy eating. Additionally, this program supports families and other siblings at home in need of food.	Year-Round Daily Catered Food Service	K-12	550



OYC POST HIGH DATA

As of 2022

OYC supports post-secondary youth by monitoring their progress from ages 18 until they are 25 years old. Post-High students are provided with career exposure, job interview skills classes, and access to resources such as counseling, scholarships, and transportation. These promising young adults often return to OYC as speakers,

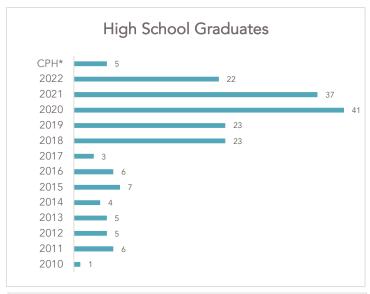
mentors, and instructors.

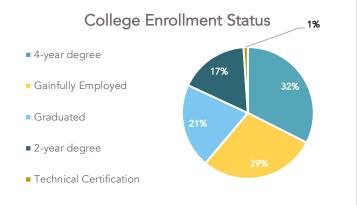
Class of 2022 – Total Scholarships: \$437,713

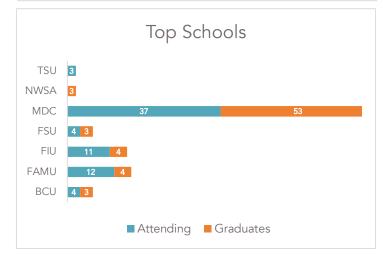
College Enrollment Status		
2-year degree	32	
4-year degree	61	
Technical Certification	2	
Graduated	39	
Gainfully Employed	54	
Total	188	

Degrees		
Associate in Arts (AA)	17	
Associate in Science (AS)	1	
Bachelor of Arts (BA)	20	
Bachelor's & Master's Degree	1	
Bachelor of Science (BS)	3	
Certificate	10	
Total	52	

Top Schools	
Bethune Cookman University (BCU) Attending	4
Bethune Cookman University (BCU) Graduates	3
FAMU Attending	12
FAMU Graduates	4
FIU Attending	11
FIU Graduates	4
FSU Attending	4
FSU Graduates	3
MDC Attending	37
MDC Fire Academy Graduates	44
MDC Graduate	9
New World School of the Arts (NWSA) (UF) Graduates	3
Tennessee State University (TSU) Attending	3
Total	52







File: 13887

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

To: Board Chair Christine King and

Members of the CRA Board

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

Church, Inc.

Date: April 20, 2023

From: James McQueen

Executive Director

Enclosures: File # 13887 - Bid Waiver Memo -

2023-04-27

File # 13887 - Notice to the Public- 2023-04-

27

File # 13887 - Backup -2023-04-27 File # 13887 - Bid Waiver Memo File # 13887- Notice to the Public

File # 13887 - 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^{ths}) 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. 8th 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. 8th 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: May 25, 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: 10050.920101.883000.0000.00000 Amount: \$139,227.00					
NO (Compl	lete the following source of funds info	ormation):			
۸mai	upt budgeted in the line item:				
	unt budgeted in the line item: \$				
	nce in the line item: \$				
Amo	unt 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		\$			
То		\$			
From		\$			
То		\$			

Comments: Approved by:

James McQueen, Executive Director

4/20/2023 James McQueen Executive Director

5/18/2023

Approval:

Miguel A Valentin, Finance Officer

4/20/2023 Miguel A Valentin, Finance Officer

5/18/2023



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, 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 ("BETHEL"), FOR STRUCTURAL AND ELECTRICAL REPAIRS AND IMPROVEMENTS ("PURPOSE"), TO PROPERTY LOCATED AT 245 N.W. 8TH STREET, MIAMI, FLORIDA 33136 ("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: SUBJECT TO THE AVAILABILITY OF FUNDING; PROVIDING FOR INCORPORATION OF 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 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

Page 4 of 6

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. 8th 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; 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 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, Start Counsel 5/18/2023 Vincen T Brown, Start Counsel 4/20/2023

SEOPW CRA Board of Commissioners Meeting May 25, 2023

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

To: Board Chair Christine King

and Members of the SEOPW CRA Board

Date: May 25, 2023 File: 13887

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

From: James McQueen

Executive Director

References:

Enclosures:

BACKGROUND:

The Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency ("SEOPW CRA") by a four-fifths (4/5^{ths}) 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. 8th 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:

In light of the above stated, approval of a waiver of the formal requirements of competitive sealed bidding methods as not being practicable or advantageous to the Southeast Overtown/Park West Community Redevelopment Agency as set forth in the City Code of Ordinances, as amended, specifically Section 18-85 (A), and the affirmation of these written findings and the forwarding the same to the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency by a four fifths vote is respectfully requested.

APPROVED BY:

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, May 25, 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 Florida not-for-profit corporation 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 N.W. 8th Street, Miami, Florida 33136; Folio #: 0101030501150 ("Property"), 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, May 25, 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. 2nd 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.40305 Bethel AME Church, INC. 245 NW 8th Street ~ Miami, Florida 33136 Mailing Address P.O. Box 21086 Miami, Florida 33101



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.

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

BRINGING DESIGNS
TO LIFE

PROPOSAL



GENERAL CONTRACTING SERVICES

LIGHT BURN BUILDING RENOVATIONS

Greater Bethel Church **Miami, Florida**

March 15, 2023





BRINGING **DESIGNS** TO LIFE



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 8th St, Miami.

We are available to begin at your earliest convenience.

Respectfully,

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.





BRINGING DESIGNS
TO LIFE



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.







BRINGING DESIGNS TO LIFE



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. <u>RECITALS</u>. The Recitals to this Agreement are true and correct, and are incorporated herein by referenced and made a part hereof.
- 2. <u>GRANT</u>. 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. <u>USE OF GRANT</u>. 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. <u>TERM.</u> 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. <u>DISBURSEMENT OF GRANT</u>.

- a. <u>GENERALLY</u>. 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. <u>PRE-APPROVAL OF EXPENSES</u>. 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.
- 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. <u>CASH TRANSACTIONS PROHIBITED</u>. 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. <u>NO ADVANCE PAYMENTS</u>. 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. <u>RETAINAGE</u>. 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. <u>SUBCONTRACTOR PARTICIPATION</u>. 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. <u>LABORER PARTICIPATION</u>. 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. <u>REPORT REQUIREMENTS</u>. 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. <u>DISPUTES</u>. 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. <u>COMPLIANCE WITH POLICIES AND PROCEDURES</u>. 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. <u>REMEDIES FOR NON-COMPLIANCE</u>. 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. <u>PUBLIC RECORDS</u>; <u>MAINTENANCE OF RECORDS</u>. 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. <u>REPORTS</u>. 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. <u>AUDIT RIGHTS</u>. 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. <u>FAILURE TO COMPLY</u>. 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. <u>REPRESENTATIONS; WARRANTIES; CERTIFICATIONS</u>. The Grantee represents, warrants, and certifies the following:
- a. <u>INVOICES</u>. 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. <u>EXPENDITURES</u>. 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. <u>SEPARATE ACCOUNTS</u>. The Grant shall not be co-mingled with any other funds, and separate accounts and accounting records will be maintained.

- d. <u>POLITICAL ACTIVITIES</u>. No expenditure of Grant funds shall be used for political activities.
- e. <u>LIABILITY GENERALLY.</u> The Grantee shall be liable to the SEOPW CRA for the amount of the Grant expended in a manner inconsistent with this Agreement.
- f. <u>AUTHORITY</u>. 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. <u>NON-DISCRIMINATION</u>. The Grantee, for itself and on behalf of its contractors and subcontractors, 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. <u>CONFLICT OF INTEREST</u>. 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. <u>CONTINGENCY</u>. 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. <u>PUBLICATION</u>. 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. <u>APPROVAL</u>. 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. <u>LIMITED USE</u>. 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. <u>SEOPW CRA CONSTRUCTION SIGN</u>. 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. <u>DEFAULT</u>. 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. <u>NO LIABILITY</u>. 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.
- INDEMNIFICATION OF THE SEOPW CRA. The Grantee agrees to indemnify, defend, protect, 17. 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. <u>INSURANCE</u>. 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 Page 6 of 10

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. <u>DISPUTES</u>. 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. <u>CAPTIONS</u>. 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. <u>ENTIRE AGREEMENT</u>. 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. <u>CONTRACTUAL INTERPRETATION</u>. 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. <u>COVENANTS</u>. 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. <u>CONFLICTING TERMS</u>. 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. <u>WAIVER</u>. 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. <u>SEVERABILITY</u>. 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. <u>THIRD-PARTY BENEFICIARIES</u>. 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. <u>AMENDMENTS</u>. No amendment to this Agreement shall be binding on either party, unless in writing and signed by both parties.
- 22. <u>DOCUMENT OWNERSHIP</u>. 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. <u>AWARD OF AGREEMENT</u>. 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. <u>NON-DELEGABILITY</u>. 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. <u>CONSTRUCTION</u>. This Agreement shall be construed and enforced in accordance with Florida law.
- 26. <u>TERMINATION</u>. 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. <u>NOTICE</u>. 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. 2nd Avenue, 3rd Floor.

Miami, FL 33136

Email: JMcQueen@miamigov.com

With copy to: Vincent T. Brown, Esq., Staff Counsel

Email: VTBrown@miamigov.com

With copy to: Brian Zeltsman, Director of Architecture & Development

Email: BZeltsman@miamigov.com

To Grantee: Rev. Mark E. Crutcher, President

Bethel A.M.E. Church, Inc.

245 N.W. 8th Street Miami, FL 33136

- 28. <u>INDEPENDENT CONTRACTOR</u>. 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. <u>SUCCESSORS AND ASSIGNS</u>. 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:	By:
By: Todd B. Hannon Clerk of the Board	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: By:	A.M. COHEN TEMPLE, CHURCH OF GOD II CHRIST, INC., a Florida non-profit Corporation ("Grantee"):
Print: By:	By: Rev. Mark E. Crutcher, President
Duint	

SEOPW Board of Commissioners Meeting May 25, 2023

File: 13610

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

To: Board Chair Christine King and

Members of the CRA Board

Subject: 4/5ths Bid Waiver 241 NW 17th

Street, LLC.

Date: March 3, 2023

From: James McQueen

Executive Director

Enclosures: File # 13610 - Bid Waiver Memo -

2023-04-27

File # 13610 - Notice to the Public -2023-04-

27

File # 13610 - Backup -2023-04-27 File # 13610 - Bid Waiver Memo File # 13610 - Notice to the Public

File # 13610- 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^{ths}) 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 Five Hundred and Fifty Thousand Dollars and Zero Cents (\$550,000.00) ("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 "flatrate" 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:

\$550,000.00 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 17th Street, LLC

Address: 241 N.W. 17th Street, Miami, FL 33136

Funding total: \$550,000.00

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: May 25, 2023

CRA Section:

Brief description of CRA Agenda Item:

Authorizing a grant to 241 NW 17th 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	YES, there are sufficient funds in Line Item:					
Account Code: 10050.920101.883000.0000.00000 Amount: \$425,302.20						
NO (Comp	plete the following source of funds info	ormation):				
	Amount budgeted in the line item: \$					
	ance in the line item: \$					
	ount needed in the line item: \$					
Sufficient f	unds will be transferred from the following	ng line items:				
ACTION ACCOUNT NUMBER TOTAL						
Project No./Index/Minot Object						
From		\$				
То		\$				
From		\$				
То		\$				

Comments:

Approved by:

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

James McQueen, Executive Director 5/18/2023

Approval:

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

Miguel A Valentin, Pinance Officer 5/18/2023



Southeast Overtown/Park West Community Redevelopment Agency

File Type: CRA Resolution
Enactment Number:

File Number: 13610 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 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 FIVE HUNDRED AND FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$550,000.00) ("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. SUBJECT TO THE AVAILABILITY OF FUNDS: FUNDS TO BE ALLOCATED FROM THE SEOPW CRA TAX INCREMENT FUND, "OTHER GRANTS AND AIDS" ACCOUNT, ACCOUNT CODE NO. 10050.920101.883000.0000.00000; PROVIDING FOR INCORPORATION OF 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 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 17th Street, LLC ("Owner"), is the owner of the Sir John Guest House located at 241 N.W. 17th 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 Five Hundred and Fifty Thousand Dollars and Zero Cents (\$550,000.00) ("Funds") for the Property; and

WHEREAS, the Board of Commissioners finds that authorizing this Resolution would further the aforementioned redevelopment goals and objectives; 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. 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, 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, Starr Counsel	4/20/2023	Vincen T Brown, Staπ Counsel	5/18/2023
Vincen T. Brown, Start Counsel	3/3/2023		

SEOPW CRA Board of Commissioners Meeting May 25, 2023

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

To: Board Chair Christine King

and Members of the SEOPW CRA Board

Date: May 25, 2023

File: 13610

Subject: Request to waive competitive sealed bidding methods pursuant to City Code 18-85(a) for

241 NW 17th Street, LLC.

From: James McQueen References:

Executive Director

Enclosures:

BACKGROUND:

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 Five Hundred and Fifty Thousand Dollars and Zero Cents (\$550,000.00) ("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 recertification 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 17th Street, LLC. to provide affordable, flat-rate housing to low-income individuals. As a result, the Executive Director recommends approval of a bid waiver. In light of the above stated, approval of a waiver of the formal requirements of competitive sealed bidding methods as not being practicable or advantageous to the Southeast Overtown/Park West Community Redevelopment Agency as set forth in the City Code of Ordinances, as amended, specifically Section 18-85 (A), and the affirmation of these written findings and the forwarding the same to the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency by a four fifths vote is respectfully requested.

APPROVED BY:

James McQueen, Executive Director

Southeast Overtown/Park West Community Redevelopment Agency

NOTICE OF PUBLIC HEARING

The Board of Commissioners ("Board") of the <u>Southeast Overtown/ Park West Community Redevelopment Agency ("SEOPW CRA")</u> will hold a Public Hearing on Thursday, May 25, 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 Five Hundred and Fifty Thousand Dollars and Zero Cents \$550,000.00 ("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 SEOPW CRA Board meeting of Thursday, May 25, 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. 2nd 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.40299

Sir John Guest House - 241 NW 17th ST - Rehabilitation Estimated Project Cost

Original 2020 Grant Amount	\$400,000
Expendeted 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
Additional Funds Required	\$552,936

Requested Grant Amount \$550,000

Changes in current grant request/proposal compared to orginal 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. Infliation since original proposal contributed to incresed cost original proposal was prior to Covid pandemic.

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

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:

Total:

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			Un	it Price	Quant	<u> </u>	Total	_
Sitework and Complete Interior Retrofit								
	R	esp. Wage						L
		Increase						(Thous
General Conditions			\$	2,500.00		\$	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	
Sitework (Water & Sewer; Fill & Grade; Paving & Striping; Sod))	\$	2,000.00	\$	67,500.00	1	\$	67,500.00	
Reinforce Floor Joists; Wall & Ceiling Framing	\$	2,500.00	\$	18,500.00	1	\$	18,500.00	
HVAC	\$	5,000.00		3,000.00		\$	55,000.00	
Electric	\$ \$	6,000.00	\$ \$	42,000.00		\$ \$	42,000.00	
Plumbing Fine Protection (to Code)	Ф \$	5,000.00 1,000.00	\$	38,000.00 7,500.00	1 1	Ф \$	38,000.00 7,500.00	
Fire Protection (to Code) Insulation	\$	1,000.00	\$	8,500.00	1	\$	8,500.00	
Drywall	\$	5,000.00		35,500.00	1	\$	35,500.00	
Painting (Interior and Exterior)	\$	5,000.00		29,500.00	1	\$	29,500.00	
Stair Assembly (Stairs & Metal Railings	\$	2,000.00		7,500.00	2	\$	15,000.00	
3 (\$	10,000.00	\$	2,000.00		\$	140,000.00	
Impact Windows & Doors (Exterior)		,		,	70		ŕ	
Interior Doors	\$	1,000.00		250.00	50	\$	12,500.00	
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	
Increse Due to Surety Bond Requirement			\$	812,880.00	0.03	\$	24,386.40	
Increase Due to Builder's Risk Requirement	\$	10,000.00	\$	10,000.00	1	\$	10,000.00	
Increase Due to Responsible Rate	\$	73,200.00	\$	73,200.00	1	\$	73,200.00	

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

<u>\$ 920,466.40</u>

\$ 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	o do work a
	specified, P	avments will be n	nade as outline	d above.		

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

To: Board Chair Christine King and

Members of the CRA Board

Subject: 4/5ths Bid Waiver to Poinciana

Village Condominium Association,

File: 13611

Inc.

Date: March 3, 2023

From: James McQueen

Executive Director

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 - 2023-04-

27

File # 13611 - Notice to the Public- 2023-04-

27

File # 13611 - Backup-2023-04-27 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^{ths}) 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. 7th 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. 7th Street, Miami, FL 33136

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: May 25, 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: 10050.920101.883000.0000.00000 Amount: \$500,000.00							
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		\$					
То		\$					
From		\$					
То		\$					

Comments:

Approved by:

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

James McQueen, Executive Director 5/18/2023

Approval:

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

Miguel A Valentin, Pinance Officer 5/18/2023



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. ACCOUNT NO. 10050.920101.883000.0000.00000, SUBJECT TO THE AVAILABILITY OF FUNDING; PROVIDING FOR INCORPORATION OF 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 SEOPW CRA 2018 Redevelopment Plan Update ("Plan"); and

WHEREAS, Section 2, Goal 3, of the Plan lists "Provide and Retain Housing Affordability; working with the City of Miami, Miami-Dade County and the private sector to encourage and create a sound balance of very low-income housing, affordable, workforce and mixed-income housing"; 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. 7th 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

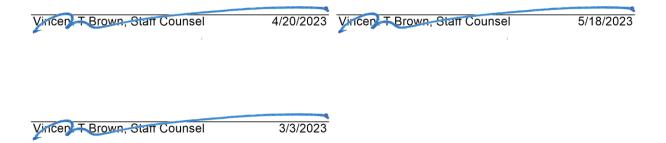
WHEREAS, based on the recommendation and finding of the Executive Director, it is in the SEOPW CRA's best interest for the Board of Commissioners to authorize, by an affirmative four-fifths (4/5ths) vote, a waiver of competitive sealed bidding procedures pursuant to Section 18-85 of the Code of the City 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; 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 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, 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:



SEOPW CRA Board of Commissioners Meeting May 25, 2023

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

To: Board Chair Christine King

and Members of the SEOPW CRA Board

Date: May 25, 2023

File: 13611

Subject: 4/5ths Bid Waiver to Poinciana Village

Condominium Association, Inc.

From: James McQueen

Executive Director

References:

Enclosures:

BACKGROUND:

The Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency ("SEOPW CRA") by a four-fifths (4/5^{ths}) 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 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. 7th 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. In light of the above stated, approval of a waiver of the formal requirements of competitive sealed bidding methods as not being practicable or advantageous to the Southeast Overtown/Park West Community Redevelopment Agency as set forth in the City Code of Ordinances, as amended, specifically Section 18-85 (A), and the affirmation of these written findings and the forwarding the same to the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency by a four fifths vote is respectfully requested.

APPROVED BY:

James McQueen, Executive Director

Southeast Overtown/Park West Community Redevelopment Agency

NOTICE OF PUBLIC HEARING

The Board of Commissioners ("Board") of the <u>Southeast Overtown/ Park West Community Redevelopment Agency ("SEOPW CRA")</u> will hold a Public Hearing on Thursday, May 25, 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 allocating funds 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, exterior concrete restoration and exterior building painting ("Purpose") to Poinciana Village Condominiums located at 201 and 269 N.W. 7th Street, Miami, Florida 33136 (collectively "the Property").

In accordance with the SEOPW CRA 2018 Redevelopment Plan Update ("Plan") and Florida Statutes 163, the Board will consider in an amount not to exceed Five Hundred Thousand Dollars and Zero Cents \$500,000.00 ("Funds") associated with the Purpose for the Property.

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, May 25, 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. 2nd 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.40298

The Poinciana Village Condominium Association Inc.

201 & 269 NW 7th 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 4th, 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

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.



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:

PAGE 1

FIJI ELEVATOR COMPANY



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) 968-9833Email:

vicente.martinez@fijielevator.com

Date: January 03, 2023

INITIALS:



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



PART 3 - MODERNIZATION EQUIPMENT FEATURES

1. CAR

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

2. CAR ENCLOSURE -

- (FinishTBD 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

CONTROL & DRIVE SYSTEMS

- The existing obsolete controller will be replaced with a state-of-the-art microprocessorbased 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.

DOORS & ENTRANCES -5.

- 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
- Furnish and install new interlocks and car gate.
- Adjust doors for smooth operation.
- Existing hoist-way elevator door frames will be cladded with SS finish.
- Furnish and install new 20 gauge door panels.
- New key-holes with escutcheons provided on hoist doors.

INITIALS:



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

WORK HOURS

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

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

PART 5 - TESTS

EMERGENCY FIRE SERVICE

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

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.

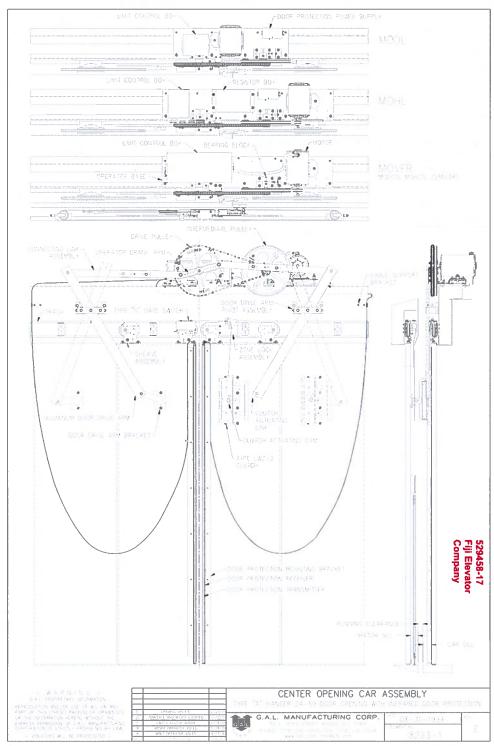
PART 7 - WORK NOT INCLUDED

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 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.

PART 10 - ILLUSTRATIONS

Elevator Door Equipment GAL MOVER

CAR DOOR and HOIST DOOR EQUIPMENT



KT

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)

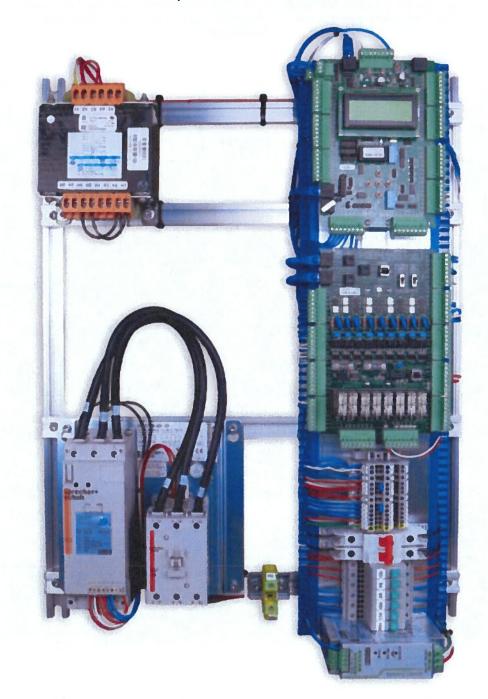


INITIALS:



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.





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.

INITIALS: KJ

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 Osores 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.
 - I. 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)



- 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

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:	FOR PURCHASER:
(Signature of FIJI Representative)	(Signature di Authorizied Représentative)
Vicente May tine 2 (Printed or Typed Name)	The side of Park Johnson
(Printed or Typed Name) Business Development Manager (Title) 02/01/2023 (Date)	(Title)
02/01/2023 (Date)	(Date) (Date)
FIJI ELEVATOR COMPANY APPROVAL:	
By: (Signature)	
Title:	
mg.	
Date:	

INITIALS: Ł5

GRANT AGREEMENT

	AG	RANT	AGR1	EEME	ENT ("Agı	eeme	ent") is made as	of this	day of _		2023
("Effec	tive	Date")	by	and	between	the	SOUTHEAST	OVERT	OWN/PARK	WEST	COMMUNITY
REDE	VELC	DPMEN	TAG	ENCY	, a public	agenc	y and body corpo	orate crea	ited pursuant to	Section	163.356, Florida
Statute	s ("SI	EOPW (CRA"), and 1	POÎNCIAI	NA V	ILLAGE COND	OMINIU	M ASSOCIAT	ION, IN	C., a Florida non-
profit c	orpoi	ration ('	Grant	ee").							

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. WHERAS, 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. WHERAS, 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. <u>RECITALS</u>. The Recitals to this Agreement are true and correct and are incorporated herein by referenced and made a part hereof.
- 2. <u>GRANT</u>. 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. <u>USE OF GRANT</u>. 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. <u>TERM</u>. 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. <u>DISBURSEMENT OF GRANT</u>.

- a. <u>GENERALLY</u>. 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. <u>PRE-APPROVAL OF EXPENSES</u>. 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.
- 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. <u>CASH TRANSACTIONS PROHIBITED</u>. 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. <u>NO ADVANCE PAYMENTS</u>. 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. <u>RETAINAGE</u>. 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. <u>SUBCONTRACTOR PARTICIPATION</u>. 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. <u>LABORER PARTICIPATION</u>. 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. <u>REPORT REQUIREMENTS</u>. 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. <u>DISPUTES</u>. 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. <u>COMPLIANCE WITH POLICIES AND PROCEDURES</u>. 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. <u>REMEDIES FOR NON-COMPLIANCE</u>. 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. <u>PUBLIC RECORDS</u>; <u>MAINTENANCE OF RECORDS</u>. 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. <u>REPORTS</u>. 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. <u>AUDIT RIGHTS</u>. 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. <u>FAILURE TO COMPLY</u>. 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. <u>REPRESENTATIONS; WARRANTIES; CERTIFICATIONS</u>. The Grantee represents, warrants, and certifies the following:
- a. <u>INVOICES</u>. 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. <u>EXPENDITURES</u>. 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. <u>SEPARATE ACCOUNTS</u>. The Grant shall not be co-mingled with any other funds, and separate accounts and accounting records will be maintained.

- d. <u>POLITICAL ACTIVITIES</u>. No expenditure of Grant funds shall be used for political activities.
- e. <u>LIABILITY GENERALLY.</u> The Grantee shall be liable to the SEOPW CRA for the amount of the Grant expended in a manner inconsistent with this Agreement.
- f. <u>AUTHORITY</u>. 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. <u>NON-DISCRIMINATION</u>. The Grantee, for itself and on behalf of its contractors and subcontractors, 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. <u>CONFLICT OF INTEREST</u>. 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. <u>CONTINGENCY</u>. 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. <u>PUBLICATION</u>. 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. <u>APPROVAL</u>. 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. <u>LIMITED USE</u>. 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. <u>SEOPW CRA CONSTRUCTION SIGN</u>. 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. <u>DEFAULT</u>. 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. <u>NO LIABILITY</u>. 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.
- INDEMNIFICATION OF THE SEOPW CRA. The Grantee agrees to indemnify, defend, protect, 17. 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. <u>INSURANCE</u>. 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 Page 6 of 10

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. <u>DISPUTES</u>. 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. <u>CAPTIONS</u>. 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. <u>ENTIRE AGREEMENT</u>. 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. <u>CONTRACTUAL INTERPRETATION</u>. 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. <u>COVENANTS</u>. 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. <u>CONFLICTING TERMS</u>. 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. <u>WAIVER</u>. 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. <u>SEVERABILITY</u>. 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. <u>THIRD-PARTY BENEFICIARIES</u>. 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. <u>AMENDMENTS</u>. No amendment to this Agreement shall be binding on either party, unless in writing and signed by both parties.
- 22. <u>DOCUMENT OWNERSHIP</u>. 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. <u>AWARD OF AGREEMENT</u>. 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. <u>NON-DELEGABILITY</u>. 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. <u>CONSTRUCTION</u>. This Agreement shall be construed and enforced in accordance with Florida law.
- 26. <u>TERMINATION</u>. 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. <u>NOTICE</u>. 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. 2nd Avenue, 3rd Floor

Miami, FL 33136

Email: JMcQueen@miamigov.com

With copy to: Vincent T. Brown, Esq., Staff Counsel

Email: VTBrown@miamigov.com

With copy to: Brian Zeltsman, Director of Architecture & Development

Email: BZeltsman@miamigov.com

To Grantee: Andrew K. Becerra Jr., President

Poinciana Village Condominium Association, Inc.

7665 N.W. 50th Steet Miami, Florida 33166

- 28. <u>INDEPENDENT CONTRACTOR</u>. 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. <u>SUCCESSORS AND ASSIGNS</u>. This Agreement shall be binding upon the parties hereto, and their respective heirs, executors, legal representatives, successors, and assigns.

30. <u>MISCELLANEOUS</u>.

- 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:	By:
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: By:	POINCIANA VILLAGE CONDOMINIUM ASSOCIATION, INC., a Florida not for profit Corporation ("Grantee"):
Print:	By:
By:	Andrew K. Becerra Jr. President
Print:	

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

To: Board Chair Christine King and

Members of the CRA Board

Date: May 18, 2023

File: 14034

Subject: 4/5ths Bid Waiver to 1818 Apartment Rental, LLC

From: James McQueen

Executive Director

Enclosures: File # 14034 - Notice to the

File # 14034- Bid Waiver Memo

File # 14034- 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 funding in an amount not to exceed One Million Eight Hundred Thousand Dollars and Zero Cents (\$1,800,000.00) ("Funds"), to support 1818 Apartment Rental, LLC, a Florida limited liability company ("1818"). 1818 has requested funds from the SEOPW CRA for the rehabilitation of 1818 N.W. 2nd Court, Miami, FL 33136 (the "Property").

The Property is a vacant 11-unit, 3-story apartment building built in 1956 in need of complete rehabilitation. The long-standing owners of the building are requesting support towards the rehabilitation of the building and have agreed to restrict the rents of completed units to affordable levels at a rate and term amenable to the SEOPW CRA.

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:

\$1,800,000 allocated from Grants and Aids" Account No. 10050.920101.883000.0000.00000.

FACT SHEET:

Company name: 1818 Apartment Rental, LLC **Address:** 1818 N.W. 2nd Court, Miami, FL 33136

Funding request: \$1,800,000.00

Scope of work or services (Summary): Full rehabilitation including new roofing, façade improvements, impact windows and doors, electrical systems, HVAC, framing, drywall,

flooring, ceilings, new kitchens and baths, finishes, appliances, and perimeter fencing.

AGENDA ITEM FINANCIAL INFORMATION FORM

SEOPW CRA

CRA Board Meeting Date: <u>May 25, 2023</u>

CRA Section:

Brief description of CRA Agenda Item:

Authorizing the allocation of funding in an amount not to exceed \$1,800,000.00 to support 1818 Apartment Rental, LLC.

Project No	umber (if applicable):	
YES, ther	e are sufficient funds in Line Item:	
Account C	ode: <u>10050.920101.883000.0000.00000</u>	Amount: \$1,800,000.00
NO (Com	plete the following source of funds info	ormation):
Am	ount budgeted in the line item: \$	
Bala	ance in the line item: \$	
Am	ount needed in the line item: \$	
Sufficient t	funds will be transferred from the followir	ng line items:
ACTION	ACCOUNT NUMBER	TOTAL
	Project No./Index/Minot Object	
From		\$
То		\$
From		\$
То		\$

Comments: Approved by:

James McQueen Executive Director

5/18/2023

Approval:

Miguel A Valentin, Finance Officer

5/18/2023



Southeast Overtown/Park West Community Redevelopment Agency

File Type: CRA Resolution
Enactment Number:

File Number: 14034 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 GRANTS AND AIDS" ACCOUNT. ACCOUNT NO. 10050.920101.883000.0000.00000. IN AN AMOUNT TO NOT EXCEED ONE MILLION EIGHT HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$1,800,000.00) ("FUNDS"), TO 1818 APARTMENT RENTAL, LLC, A FLORIDA LIMITED LIABILITY COMPANY ("1818"), FOR THE REHABILITATION OF 1818 N.W. 2ND COURT ("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: SUBJECT TO THE AVAILABILITY OF FUNDING: 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 2018 Southeast Overtown/Park West Redevelopment Plan Update ("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 N.W. 3rd 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 All-Star Youth Escape Car Wash Detail – Second Chance Initiative ("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 Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) ("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; 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 (4/5th) 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:

Vincen T Brown, Staπ Counsel 5/18/2023

Southeast Overtown/Park West Community Redevelopment Agency

NOTICE OF PUBLIC HEARING

The Board of Commissioners ("Board") of the <u>Southeast Overtown/ Park West Community Redevelopment Agency ("SEOPW CRA")</u> will hold a Public Hearing on Thursday, May 25, 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 allocation of funding to **1818 Apartment Rental, LLC**, to underwrite costs associated with the rehabilitation of the property at 1818 N.W. 2nd Court, Miami, Florida, 33136.

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 One Million Eight Hundred Thousand Dollars and Zero Cents (\$1,800,000.00) for the project. The owners of the building are requesting support towards the rehabilitation of the building and have agreed to maintain the units as affordable.

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, May 25, 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. 2nd 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.40303

SEOPW Board of Commissioners Meeting May 25, 2023

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

To: Board Chair Christine King

Members of the SEOPW CRA Board

Date: May 25, 2023

File:

Subject: 4/5ths Bid Waiver to 1818 Apartment Rental,

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 funding in an amount not to exceed One Million Eight Hundred Thousand Dollars and Zero Cents (\$1,800,000.00) ("Funds"), to support 1818 Apartment Rental, LLC, a Florida limited liability company ("1818"). 1818 has requested funds from the SEOPW CRA for the rehabilitation of 1818 N.W. 2nd Court, Miami, FL 33136 (the "Property").

The Property is a vacant 11-unit, 3-story apartment building built in 1956 in need of complete rehabilitation. The long-standing owners of the building are requesting support towards the rehabilitation of the building and have agreed to restrict the rents of completed units to affordable levels at a rate and term amenable to the SEOPW CRA.

RECOMMENDATION:

In light of the above stated, approval of a waiver of the formal requirements of competitive sealed bidding methods as not being practicable or advantageous to the Southeast Overtown/Park West Community Redevelopment Agency as set forth in the City Code of Ordinances, as amended, specifically Section 18-85 (A), and the affirmation of these written findings and the forwarding the same to the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency by a four fifths vote is respectfully requested.

APPROVED BY:

James McQueen, Executive Director

1818 Apartment Rental LLC.

1818 NW 2nd Ct., Miami, FL 33136

December 9, 2022

Brian Zeltsman
Director of Architecture and Development
Southeast Overtown Park West
Community Redevelopment Agency
819 NW 2nd Ave
Miami, FL 33136
(305) 679-6827

Dear Mr. Zeltsman

We are the property owner of 1818 Apartment Rental LLC. located at 1818 NW 2nd ct., Miami, FL 33136. The propose development will contain all units for persons earning less than 60% AMI (area median income), including several units for extremely low-income individuals. For example, those who make less than 30% of AMI, their rent will be set at this rate. Their rent will be at most \$1,150.00. We will allow a number of units that can occupy at this rate. We will work with low-income agencies to help ensure we are providing our agreed service to the community.

We will provide attainable mixed-income housing for qualified residents in all scenarios. Our apartment contained 11 one bedroom/ one bathroom units, and we will offer residents the ability to reside in 50% -100% of our apartments at \$1,150.00 to \$1,450.00 monthly. Operating at this expense will allow our building to generate enough revenue to housed low-income from 25% -60% AMI.

- 1. At 25% AMI extremely low-income rent at \$1,150.00 per month, and the net income at this rate before expenses is \$12,650.00
- 2. At 30% AMI low-income rent at \$1,300.00 per month, and the net income at this rate before expense is \$14,300.00.
- 3. At 50% AMI cap no more than \$1,450.00 per month, and the net income at this rate before expenses is \$15,950.00

of

Grant to a loan request:

REQUEST TERMS 1, 2, or 3

- 1. 100% grant funding approval from the CRA: To be good stewards of the investment, we, the owner and representatives of 1818 Apartment Rentals will agree to a no-sales clause with an agreement not to sell the property for a minimum of 10 years. If we do opt to sell in this time frame, we will first offer to sell to The CRA at a fair market price with the consideration of funds The CRA have granted. Without payback of the grant or any funds issued.
- 2. The CRA to grant \$1,400,000.00 and \$400,000.00 in forgivable loan. Terms on this loan is APR (annual percentage rate) set at 0-3.5 %. No sale clause terms for 6 years. If we sell before six years, the forgivable loan will be paid back at the interest rate and/or paid in full at sale date.
- 3. The CRA to grant \$1,600,000.00 and \$200,000.00 in forgivable loan. Terms on this loan is APR 0-3.5%. No sale clause terms for 8 years. In addition, we guarantee for 8 years low-income 25%-50% AMI for tenants in our building.

Sincerely	
	_ Date:
	Date:
Owner/ Authorize Agent	
Curtis Hinson Jr.	
Clarice Lawrence	

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER

Project: 1818 Apartment Rental

This **AGREEMENT** is made as of the October 17, in the year of 2022 by and between the following parties, for services in connection with the Project identified below:

OWNER:

1818 Apartment Rental LLC Folio: 01-3136-029-0250 1818 NW 2nd Ct Miami Fl. 33136

DESIGN-BUILDER:

RUNU CONTRACTING, INC 2861 NW 154 Terrace Miami Gardens, FL 33054 runucontractingge@gmail.com

PROJECT:

The design and builder (Runu Contracting Inc.) and the Owner (1818 Apartment Rental LLC) has agreed up on the scope of work. This project consist of a complete gut rehab of 11 unit and with un-going negotiation for the open area on the first floor. Which is located at 1818 NW 3 Ave, Miami, FL 33136

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

Article 1

Scope of Work

- 1.1 Runu Contracting Inc shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described and reasonably inferable from the Contract Documents.
- 1.2 Completely remodel of an existing three story, 11 units residential building.
- 1.3 1818 Apartment Rental LLC have the option to modify four units or just remodel all units as is.
- 1.4 Install all new electrical wiring, panel box and all associated electrical component
- 1.5 Install all new central air condition units to each apartment units.
- 1.6 Install all new plumbing piping, instant hot water heater and associate components
- 1.7 Install all new bathroom and floor tiles
- 1.8 Install all new dry wall
- 1.9 Install all new impact windows and doors
- 1.10Install all new kitchen cabinets
- 1.11Install new quarts counter tops
- 1.12Install all new railing
- 1.13 Change the building façade
- 1.14Paint all interior and exterior walls
- 1.15Replace all parameter fencing
- 1.16Install a new flat roof
- 1.17Install a new roof gutter
- 1.18Install new appliances
- 1.19Install new landscaping
- 1.20Install building sign

A lump sum fee of \$1,800,000.00 has been established to complete the Scope of Work for this project. If additional services are required beyond the original Scope of Work, and monies allocated by the CRA is not adequate. This will be the responsibility of the Owner(s) to furnish any additional funding.

1.3.2 Planning and Permitting:

- 1. Runu Contracting Inc will coordinate all aspect of construction and planning
- 2. Runu Contracting Inc will hire all professional team member for this project
- 3. Runu Contracting will coordinate with architectural and engineering team in preparation for all documents and plans to be submitted to the City of Miami Building Department.
- 4. Runu Contracting Inc will also coordinate all subcontractor permit submittals.

1.3.3 Design and Construction Documents:

- 1. Runu Contracting Inc will coordinate all design features with the owner
- 2. Runu Contracting Inc will provide the Architectural and engineer team with all required documents
- 1.4 Runu Contracting Inc will coordinate all scope of services for construction to the owner

1.4.1 General services:

- 1. Runu Contracting Inc. representative will communicate with the Owner on a regular basis, through meetings, design reviews and progress meetings.
- 2. Runu Contracting Inc will provide the Owner with a monthly status report outlining the progress of the work, including updates on safety, quality, schedule, cost and other general open issues.

3. Runu Contracting Inc has included as part of this proposal one formal project review meeting per month from Date TBA through Date TBA. It is understood that the Owner and the Design-Builder will work together to make the monthly project review meetings as efficient and effective as possible. The meeting schedule is not intended as a hard fast line item, but as a directional definition as to the degree of reasonableness.

Article 2

Contract Documents

- **2.1** The Contract Documents are comprised of the following:
 - .1 All written modifications, amendments and change orders to this Agreement must be in writing prior to working being done.
 - .2 This Agreement, including all exhibits and attachments;

Attachment "A" - See plans Date TBA

Attachment "B" - Schedules of Values provided by Runu Contracting, Inc.

Attachment "C" - Narrative

- .3 Written supplementary conditions, if any, to the General Conditions of Contract;
- .4 The lump sum contract price is good for 90 from date of this proposal due to a constant increase in material price.
- .5 Construction Documents prepared and approved in accordance with City Of Miami Building Department and FBC latest Edition.

Article 3

Interpretation and Intent

3.1 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence.

Article 5

Contract Time

- **5.1 Date of Commencement.** The "Date of Commencement" shall be the date of Southeast Overtown Parkwest CRA Board Meeting approval. The Work shall commence on the Date of Commencement unless the parties mutually agree otherwise in writing.
- 5.2 Substantial Completion and Final Completion
- **5.2.1** Substantial Completion of the entire Work shall be achieved on or before Date TBA (the "Scheduled Substantial Completion Date").
- 5.2.2 Interim milestones and/or Substantial Completion of identified portions of the Work shall be achieved as follows:

Preconstruction

Design and Engineering

Date TBA - Date TBA

Complete permits

Date TBA – Date TBA estimated and could change

Dates are not final and subject to The Building Department approvals

Construction

Site Mobilization

TBA

- **5.2.3** Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable.
- **5.2.4** All of the dates set forth in this Article 5 ("Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.
- **5.3 Timeliness of Performance.** 1818 apartment Rental LLC and Runu Contracting Inc. mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents. Section 5.2.2 outlines milestones and substantial completion of identified portions of the work. Section 5.2.2 includes reasonable allowances for review and approval times required by the Owner, performance of services by any Owner consultants, and review and approval times required by public authorities having jurisdiction over the Project. The milestone and substantial completion dates for portions of the work associated with the Grain Facilities or such other work as may be mutually agreed upon by the parties hereto shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the Owner, or for delays or other causes beyond the Design-Builder's reasonable control, which shall include unavailability of resources and material related to the required design, engineering and construction services necessary to support the Grain Facility.

Article 6 Contract Price

6.1 Contract Price \$1,800,000.00

- **6.1.1** Owner shall pay Runu Contracting Inc. in accordance with Article 6 of the General Conditions of Contract a contract price ("Contract Price") equal to Design-Builder's Fee (as defined in Section 6.2 hereof) plus the Cost of the Work (as defined in Section 6.3 hereof) and any adjustments made in accordance with the General Conditions of Contract.
- **6.1.2** For the specific Work set forth below, Owner agrees to pay Runu Contracting Inc., as part of the Contract Price, on the following basis:
- **6.3 Cost of the Work.** The term Cost of the Work shall mean costs reasonably incurred by Design-Builder in the proper performance of the Work. The Cost of the Work shall include only the following:
 - .1 Payments properly made by Runu Contracting Inc. to Subcontractors and Design Consultants for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors and Design Consultants.

Article 7

Procedure for Payment

7.1 Progress Payments

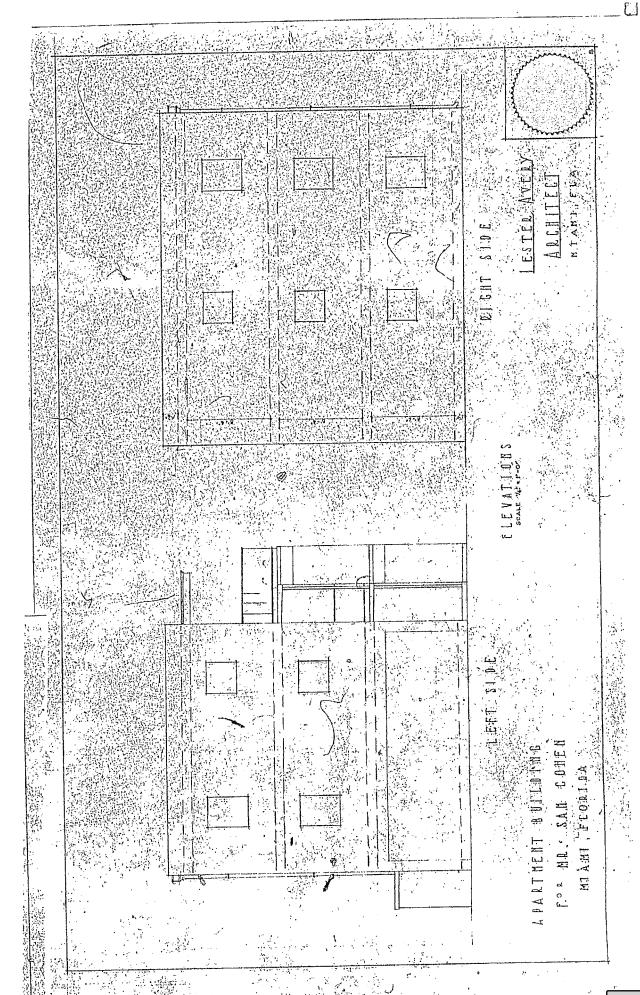
- 7.1.1 Design-Builder shall submit to Owner on the Date TBA and Date TBA day of each month, beginning with the first month after the Date of Commencement, Runu Contracting INC Application for Payment for that portion of the Design-Builder's Fee then payable in accordance with Attachment "C" Payment and Cash Flow Schedule provided, however, the payment dates set forth in Attachment "C" shall be equitably adjusted based on any adjustment of the Contract Times pursuant to Section 5.2.4.
- **7.1.2** Runu Contracting Inc. shall submit to the Owner on the TBA day of each month, beginning with the first month after the Date of Commencement, the Design-Builder's Application for Payment for Subcontractors and general conditions and project support expenses and/or costs in accordance with Article 6 of the General Conditions of Contract.
- 7.1.3 Runu Contracting Inc professional (architectural and engineering) services fees shall be fixed as part of the Agreement.
- 7.1.4 Owner shall make payment within ten (10) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.
- 7.2 Retainage on Progress Payments will be included in payment application

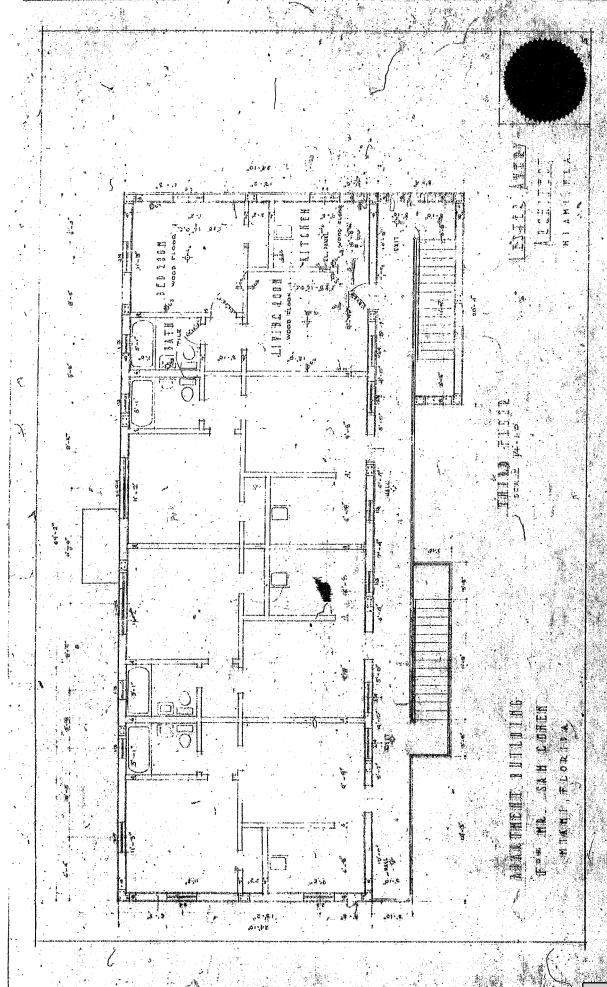
Representatives of the Parties

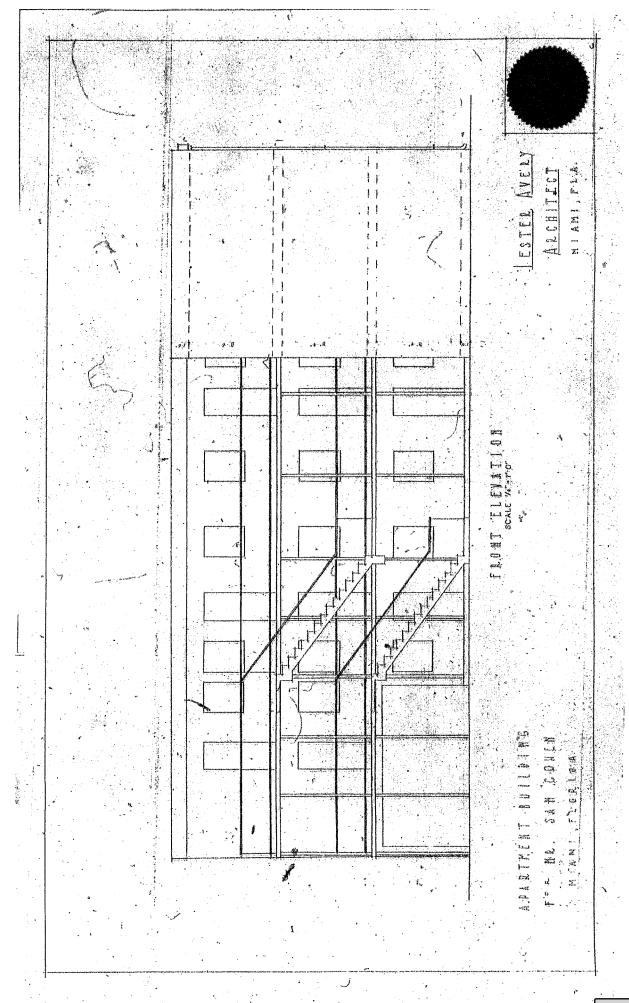
OWNER:	DESIGN-BUILDER:
1818 Apartment Rental LLC	Runn Contracting, Inc
Clarice Lawrence	Jermaine A. Clarke

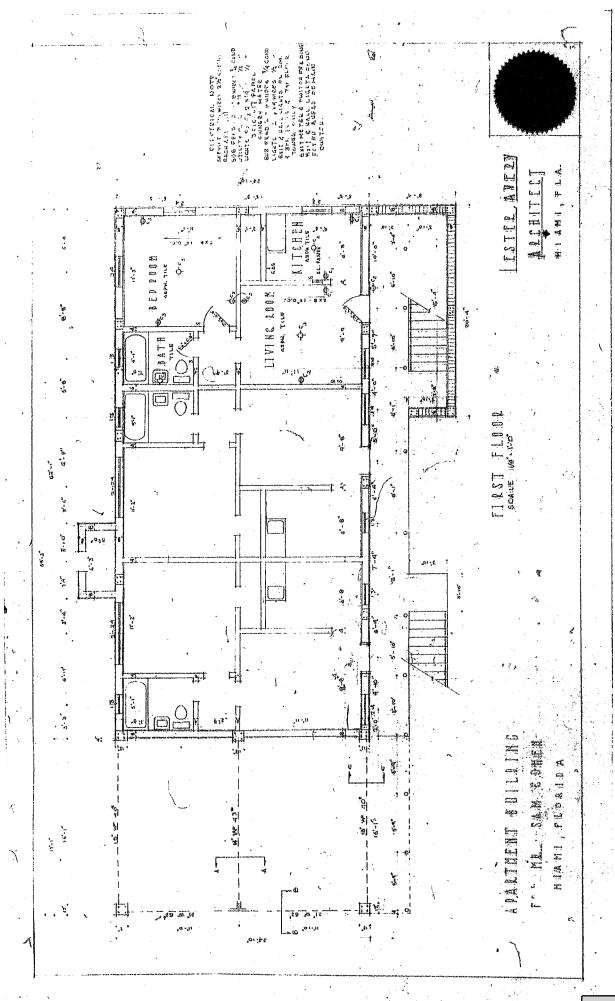
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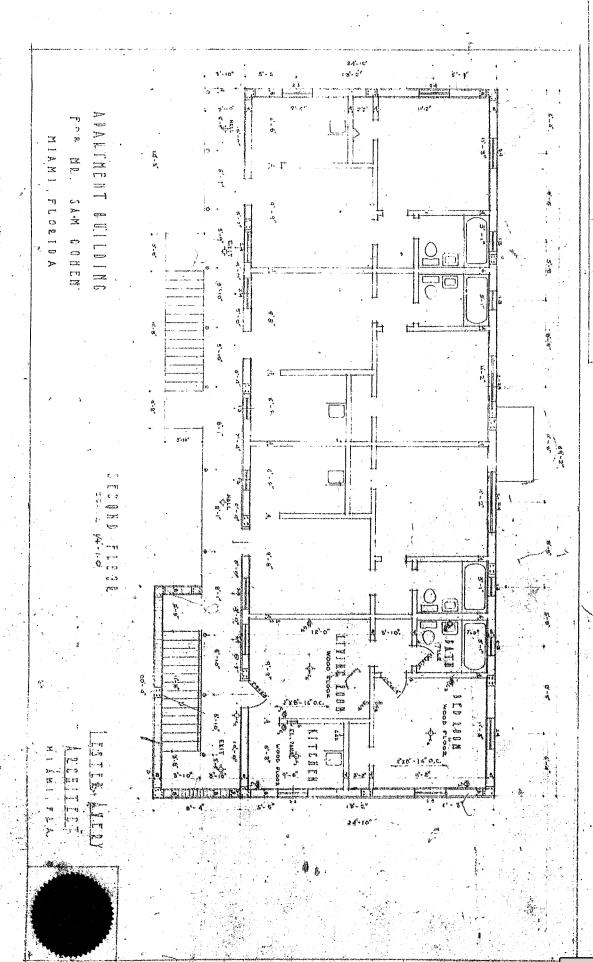
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SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY INTER-OFFICE MEMORANDUM

To: Board Chair Christine King and

Members of the CRA Board

Date: May 18, 2023 File: 14032

Subject: 1919 N.W. 5th Place, Miami, Florida

33136

Enclosures: File # 14032 - Exhibit A

Executive Director

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: May 25, 2023

CRA Section:

Approved by:

James McQueen Executive Director

5/18/2023

Approval:

Miguel A Valentin, Finance Officer

5/18/2023



Southeast Overtown/Park West Community Redevelopment Agency

File Type: CRA Resolution
Enactment Number:

File Number: 14032 Final Action Date:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA"), WITH EXHIBIT "A" ATTACHED, AUTHORIZING THE CITY ATTORNEY, AS SPECIAL GENERAL COUNSEL TO THE SEOPW CRA, FOR THE SOLE PURPOSE OF PROCEEDING WITH LEGAL ACTION, IF NECESSARY, AGAINST A RESIDENTIAL TENANT, RENARDA CUNNINGHAM, IN POSSESSION OF PROPERTY OWNED BY THE SEOPW CRA, LOCATED AT 1919 NORTH WEST 5TH PLACE, MIAMI, FLORIDA 33136 ("PROPERTY"), TO OBTAIN POSSESSION OF THE PROPERTY, AND SEEK ANY OTHER LEGAL REMEDIES PROVIDED BY LAW; AND PROVIDING FOR INCORPORATION OF RECITAL AND 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 5th 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 it's 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; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SEOPW CRA 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 of the City of Miami, Florida, as Special General Counsel to the SEOPW CRA, is hereby authorized, for the sole purpose of proceeding with legal action, if necessary, against the tenant referenced in Exhibit "A" attached and incorporated herein, to obtain possession of the Property and seek any other legal remedies provided by law.

Section 3. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Christine Forde-King Board Chair

Landlord's or Agent's Signature: Dan



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 th 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 nd Avenue, 3 rd Floor Miami, FL 33136 (305) 679-6800

SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MIAMI 819 NW 2nd Avenue, 3nd Floor | Miami, FL 33136

Tel (305) 679-6800 | Fax (305) 679-6835 | http://www.miamicra.com

Donald Hutchinson

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

To: Board Chair Christine King and

Members of the CRA Board

Date: May 18, 2023 File: 14033

Subject: 1982 N.W. 4th Court, Miami, Florida

33136

Enclosures: File # 14033 - Exhibit A

From: James McQueen Executive Director

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. 4th 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. 4th 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: May 25, 2023

CRA Section:

Approved by:

James McQueen Executive Director

5/18/2023

Approval:

Miguel A Valentin, Finance Officer

5/18/202



Southeast Overtown/Park West Community Redevelopment Agency

File Type: CRA Resolution
Enactment Number:

File Number: 14033 Final Action Date:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA"), WITH EXHIBIT "A" ATTACHED, AUTHORIZING THE CITY ATTORNEY, AS SPECIAL GENERAL COUNSEL TO THE SEOPW CRA, FOR THE SOLE PURPOSE OF PROCEEDING WITH LEGAL ACTION, IF NECESSARY, AGAINST A RESIDENTIAL TENANT, CAREN CARTWRIGHT, IN POSSESSION OF PROPERTY OWNED BY THE SEOPW CRA, LOCATED AT 1982 NORTH WEST 4TH COURT, MIAMI, FLORIDA 33136 ("PROPERTY"), TO OBTAIN POSSESSION OF THE PROPERTY, AND SEEK ANY OTHER LEGAL REMEDIES PROVIDED BY LAW; PROVIDING FOR INCORPORATION OF RECITAL AND 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 4th Court, 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 it's 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; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SEOPW CRA 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 of the City of Miami, as Special General Counsel to the SEOPW CRA, is hereby authorized, for the sole purpose of proceeding with legal action, if necessary, against the tenant referenced in Exhibit "A" attached and incorporated herein, to obtain possession of the Property and to seek any other legal remedies provided by law.

Section 3. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Christine Forde-King Board Chair



James McQueen Executive Director

90 Day Notice to Vacate

Date: August 19, 2022	Date:	August	19,	2022
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To: Caren Cartwright

Address of Rental Unit: 1982 NW 4th 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:

[<u> On August 19, </u>	2022 at 2:45 pm, I handed the notice to the tenant(s) personally.
suitable age and discretory in the [Name of	, after attempting personal service, I handed the notice to a person of retion at the residence/business of the tenant(s), AND I deposited a true Your Postal Service], in a sealed envelope with postage fully prepaid, nt(s) at his/her/their place of residence.
	, I placed the notice in a conspicuous place at the residence of the sited a true copy in the Mail in a sealed envelope, addressed to the tenant(s) of residence.
Ja	east Overtown/ Park West Community Redevelopment Agency ames McQueen, Executive Director 19 NW 2 nd Avenue, 3 rd Floor

Landlord or Agent's Signature: Landl H

Miami, FL 33136 (305) 679-6800

Donald Hutchinson