

City of Miami

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



Meeting Agenda

Thursday, January 25, 2024

10:00 AM

City Hall
3500 Pan American Drive
Miami, FL 33133

SEOPW Community Redevelopment Agency

*Christine King, Chair, District Five
Miguel Angel Gabela, Board Member, District One
Damian Pardo, 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
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CALL TO ORDER**CRA PUBLIC COMMENTS****MINUTES APPROVAL**

1. Thursday, September 28, 2023
2. Thursday, November 16, 2023

CRA RESOLUTION**1. CRA RESOLUTION****15433**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA"), WITH ATTACHMENT(S), AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE PURCHASE AND SALE AGREEMENT IN SUBSTANTIALLY THE FORM ATTACHED HERETO AS EXHIBIT "A" ("AGREEMENT") BETWEEN THE SEOPW CRA AND SHEILA I. MILLER MARSHALL ("SELLER"), FOR THE ACQUISITION OF THE REAL PROPERTY LOCATED 491 N.W. 19TH STREET, UNIT 358, MIAMI, FLORIDA, 33136, CONTAINING AN APPROXIMATE TOTAL ADJUSTED AREA OF 782 SQUARE FEET, AS LEGALLY DESCRIBED IN THE APPRAISAL REPORT ATTACHED AND INCORPORATED AS EXHIBIT "B" ("PROPERTY"), PURSUANT TO SECTION 163.370, FLORIDA STATUTES AND THE SEOPW CRA REDEVELOPMENT PLAN, FOR AN AMOUNT NOT TO EXCEED TWO HUNDRED TWENTY-THREE THOUSAND DOLLARS AND ZERO CENTS (\$223,000.00); ALLOCATING FUNDS FROM ACCOUNT TITLED PURCHASE OF REAL PROPERTY, ACCOUNT NUMBER 10050.920101.662000.0000.00000; AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE ALL OTHER DOCUMENTS NECESSARY, INCLUDING ANY AMENDMENTS AND MODIFICATIONS TO SAID AGREEMENT OR OTHER DOCUMENTS NECESSARY TO PROCURE SURVEYS, ENVIRONMENTAL REPORTS, TITLE INSURANCE, OR OTHER RELATED CLOSING COSTS AND SERVICES, ALL IN FORMS ACCEPTABLE TO THE GENERAL COUNSEL, ALL IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT; DIRECTING THE EXECUTIVE DIRECTOR TO PROVIDE A REPORT ON THE STATUS OF THE POTENTIAL ACQUISITION TO THE BOARD WITHIN SIXTY (60) DAYS OF ADOPTION OF THIS RESOLUTION; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO ENGAGE WILLIAM BLOOM OF THE HOLLAND AND KNIGHT LAW FIRM TO REPRESENT THE SEOPW CRA ON ALL MATTERS RELATED THE CONSUMMATION OF THE SALE; AND PROVIDING FOR AN EFFECTIVE DATE.

File # 15433 - Exhibit A

File # 15433 - Exhibit B

2.

CRA RESOLUTION

15435

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA"), WITH ATTACHMENT(S), 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 WERE 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 SAID PROCEDURES; RETROACTIVELY AUTHORIZING THE DISBURSEMENT OF FUNDS FROM THE SEOPW CRA TAX INCREMENT FUND, "OTHER GRANTS AND AIDS" ACCOUNT NO. 10050.920101.883000.0000.00000 IN AN AGGREGATE AMOUNT NOT TO EXCEED ONE HUNDRED THIRTY-THREE THOUSAND THREE HUNDRED SEVENTY ONE DOLLARS AND ZERO CENTS (\$133,371.00) ("FUNDS"), UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION, TO THE ORGANIZATIONS SET FORTH IN EXHIBIT "A", ATTACHED IN INCORPORATED HEREIN, SUBJECT TO THE AVAILABILITY OF FUNDS, FOR THE PRESERVATION OF HISTORICAL CULTURAL HERITAGE BY SUPPORTING THE CULTURE AND ARTS PROGRAMS ("PURPOSE") ; AND PROVIDING FOR AN EFFECTIVE DATE.

File # 15435 - Exhibit A

File # 15435 - Exhibit B

File # 15435 - Bid Waiver Memo

File # 15435 - Notice to the Public

3. CRA RESOLUTION**15441**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY, 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 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 FUNDING, FROM THE SEOPW CRA TAX INCREMENT FUND, "OTHER GRANTS AND AIDS," ACCOUNT CODE NO. 10050.920101.883000.0000.00000, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED SEVENTY-THREE THOUSAND THREE HUNDRED TWENTY-NINE DOLLARS AND ZERO CENTS (\$273,329.00), TO GREATER BETHEL AFRICAN METHODIST EPISCOPAL CHURCH, OVERTOWN, MIAMI, FL, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION ("GREATER BETHEL"), FOR STRUCTURAL AND ELECTRICAL REPAIRS AND RELATED IMPROVEMENTS ("PURPOSE"), TO GREATER BETHEL AFRICAN METHODIST EPISCOPAL CHURCH, LOCATED AT 245 N.W. 8TH STREET, MIAMI, FLORIDA 33136; FOLIO #0101030501150; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AN AGREEMENT, INCLUDING ANY AND ALL OTHER NECESSARY DOCUMENTS, ALL IN FORMS ACCEPTABLE TO THE GENERAL COUNSEL, WITH GREATER BETHEL FOR THE PURPOSE STATED HEREIN; PROVIDING FOR INCORPORATION OF RECITALS AND PROVIDING FOR AN EFFECTIVE DATE.

File # 15441 - Bid Waiver Memo

File # 15441 - Notice to the Public

File # 15441 - Backup

4. CRA RESOLUTION**15442**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA"), WITH ATTACHMENT(S), 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 ADDITIONAL FUNDING IN AN AMOUNT NOT TO EXCEED ONE HUNDRED EIGHTEEN THOUSAND DOLLARS AND NO CENTS (\$118,000.00) ("ADDITIONAL FUNDING"), BRINGING THE TOTAL PROJECT COST TO ONE MILLION TWO HUNDRED NINETY-EIGHT THOUSAND DOLLARS AND ZERO CENTS (\$1,298,000.00) ("FUNDS"), TO THE HISTORIC SAINT AGNES EPISCOPAL CHURCH OF MIAMI, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION ("ST. AGNES"), TO PROVIDE REHABILITATION AND PRESERVATION TO THE PROPERTY LOCATED AT 1750 N.W. 3RD AVENUE, MIAMI, FLORIDA 33136 ("PURPOSE"); FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AN AMENDMENT, IN A FORM ACCEPTABLE TO THE GENERAL COUNSEL, TO THE SEOPW CRA'S PRIOR AGREEMENT WITH ST. AGNES TO PROVIDE FOR THE ADDITIONAL FUNDING FOR SAID PURPOSE; AND PROVIDING FOR AN EFFECTIVE DATE.

File # 15442 - Bid Waiver Memo

File # 15442 - Notice to the Public

File # 15442 - Exhibit A

5. CRA RESOLUTION**15443**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA"), WITH ATTACHMENT(S), PURSUANT TO SECTION 18-111 OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED, AUTHORIZING THE EXECUTIVE DIRECTOR TO PIGGYBACK ON THE CITY OF MIAMI NEGOTIATED PROFESSIONAL SERVICE AGREEMENT ("PSA") WITH BECKER & POLIAKOFF, P.A., A FLORIDA FOR-PROFIT CORPORATION ("BECKER"), IN SUBSTANTIALLY IN THE FORM ATTACHED AND INCORPORATED AS "EXHIBIT "A", FOR THE PROVISION OF FEDERAL AND STATE LOBBYING SERVICES FOR THE SEOPW CRA, FOR AN INITIAL PERIOD OF ONE (1) YEAR WITH AN OPTION TO RENEW FOR ONE (1) ADDITIONAL ONE (1) YEAR PERIOD; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE ANY AND ALL OTHER NECESSARY DOCUMENTS, INCLUDING AMENDMENTS, EXTENSIONS, AND RENEWALS, SUBJECT TO BUDGETARY APPROVALS; AND PROVIDING FOR AN EFFECTIVE DATE.

File # 15443 - Exhibit A

6. CRA RESOLUTION**15445**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA") AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A MEMORANDUM OF UNDERSTANDING ("MOU"), IN A FORM ACCEPTABLE TO THE GENERAL COUNSEL, WITH THE CITY OF MIAMI ("CITY"), FOR THE USE OF APPROXIMATELY TWO THOUSAND TWO HUNDRED EIGHTY-SIX (2,286) CONTIGUOUS SQUARE FEET OF CRA-OWNED PROPERTY LOCATED AT 1490 NORTHWEST THIRD AVENUE, MIAMI, FLORIDA, ALSO KNOWN AS THE OVERTOWN SHOPPING CENTER, FOR THE EXCLUSIVE USE OF THE CITY TO OPERATE A CODE COMPLIANCE OFFICE, COMMENCING FROM THE EFFECTIVE DATE, AT NO COST TO THE CITY PURSUANT TO THE TERMS OF THE QUITCLAIM DEED RECORDED AT BOOK 28222, PAGE 4315-4324 OF THE OFFICIAL RECORDS OF MIAMI-DADE COUNTY, FLORIDA, WITH ADDITIONAL TERMS AND CONDITIONS TO BE MORE PARTICULARLY SET FORTH IN SAID MOU; AND PROVIDING FOR AN EFFECTIVE DATE.

File # 15445 - Exhibit A

7. CRA RESOLUTION**15446**

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 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 FUNDING, FROM THE SEOPW CRA TAX INCREMENT FUND, "OTHER GRANTS AND AIDS" ACCOUNT NO. 10050.920101.883000.0000.00000, IN AN AMOUNT TO NOT EXCEED TWO HUNDRED THREE THOUSAND SEVEN HUNDRED DOLLARS AND NO CENTS (\$203,700.00) ("FUNDS"), TO SUPPORT MT. ZION DEVELOPMENTS, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION ("MZD"), FOR THE REPLACEMENT OF THE AIR CONDITIONING SYSTEM AND COOLING TOWER AT THE HISTORIC MT. ZION MISSIONARY BAPTIST CHURCH LOCATED AT 301 N.W. 9TH STREET, MIAMI, FLORIDA 33136 ("PURPOSE"); FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AN AGREEMENT, INCLUDING ANY AND ALL OTHER NECESSARY DOCUMENTS, ALL IN FORMS ACCEPTABLE TO THE GENERAL COUNSEL, WITH MZD FOR THE PURPOSE STATED HEREIN; AND PROVIDING FOR AN EFFECTIVE DATE.

File # 15446 - Bid Waiver Memo

File # 15446 - Notice to the Public

File # 15446 - Backup

8. CRA RESOLUTION**15448**

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 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 FUNDING, FROM THE SEOPW CRA TAX INCREMENT FUND, "OTHER GRANTS AND AIDS" ACCOUNT NO. 10050.920101.883000.0000.00000, IN AN AMOUNT TO NOT EXCEED TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$200,000.00) ("FUNDS"), TO TOUCHING MIAMI WITH LOVE MINISTRIES, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION ("TOUCHING MIAMI WITH LOVE"), TO ASSIST WITH A TRAINING CERTIFICATION PROGRAM IN FISCAL YEAR 2023-2024 ("PURPOSE"); FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AN AGREEMENT, INCLUDING ANY AND ALL OTHER NECESSARY DOCUMENTS, ALL IN FORMS ACCEPTABLE TO THE GENERAL COUNSEL, WITH TOUCHING MIAMI WITH LOVE FOR THE PURPOSE STATED HEREIN; AND PROVIDING FOR AN EFFECTIVE DATE.

File # - 15448 - Bid Waiver Memo

File # - 15448 - Notice to the Public

9. CRA RESOLUTION**15449**

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 AND WAIVING THE REQUIREMENTS FOR SAID PROCEDURES; RETROACTIVELY AUTHORIZING THE EXPENDITURE OF FUNDS FROM ACCOUNT CODE NO. 10050.920101.549000.0000.000000 IN AN AMOUNT NOT TO EXCEED THIRTY-SIX THOUSAND THREE HUNDRED NINETY-TWO DOLLARS AND THIRTY-EIGHT CENTS (\$36,392.38) ("FUNDS") FOR THE 14TH ANNUAL OVERTOWN HOLIDAY TREE LIGHTING CEREMONY HELD ON DECEMBER 6, 2023, AND THE HISTORIC OVERTOWN HOLIDAY TOY GIVEAWAY HELD DECEMBER 1, 2023, ("PURPOSE"); AND PROVIDING FOR AN EFFECTIVE DATE.

File # 15449 - Bid Waiver Memo
File # 15449 -Backup

10. CRA RESOLUTION**15451**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA"), WITH ATTACHMENT(S), APPROVING A HOUSING SUBSIDY AGREEMENT BETWEEN THE SEOPW CRA AND BLOCK 55 RESIDENTIAL, L.P., A FLORIDA LIMITED PARTNERSHIP, ATTACHED AND INCORPORATED HEREIN AS EXHIBIT "A"; AUTHORIZING THE EXECUTIVE DIRECTOR TO DISBURSE FUNDS, SUBJECT TO THE AVAILABILITY OF FUNDING FROM THE SEOPW CRA TAX INCREMENT FUND, "OTHER GRANTS AND AIDS," ACCOUNT CODE NO. 10050.920101.883000.0000.000000, IN AN AGGREGATE AMOUNT NOT TO EXCEED EIGHT MILLION DOLLARS AND ZERO CENTS (\$8,000,000.00) ("FUNDS"); AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ANY AND ALL DOCUMENTS REQUIRED TO CONSUMMATE THE AGREEMENT; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

File # 15451 - Exhibit A

11. CRA RESOLUTION**15452**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("CRA"), WITH ATTACHMENT(S), APPROVING AND AUTHORIZING THE EXECUTION OF THE 2ND AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING ("MOU"), ATTACHED AND INCORPORATED HEREIN (EXHIBIT "A"), AMENDING THE AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING ("MOU"), DATED OCTOBER 10, 2022 (EXHIBIT "B"), BETWEEN THE CRA AND BLOCK 55 RESIDENTIAL PARTNERS, L.P.; EXTENDING THE DUE DATE FOR PAYMENT MONIES FROM THE SALE OF EXCESS DENSITY; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ANY AND ALL DOCUMENTS REQUIRED TO CONSUMMATE THE TRANSACTION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

File # 15452 - Exhibit A

ADJOURNMENT

SEOPW Board of Commissioners Meeting
January 25, 2024

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

To: Board Chair Christine King and Members of the CRA Board Date: January 18, 2024 File: 15433



Subject: Acquisition of 491 N.W. 19th Street,
Unit 358

From: James McQueen
Executive Director

Enclosures: File # 15433 - Exhibit A
File # 15433 - Exhibit B

BACKGROUND:

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency ("SEOPW CRA") with attachment(s), authorizing the Executive Director to enter into a Purchase and Sale Agreement ("Agreement") (Exhibit "A"), further authorizing General Counsel from Holland & Knight, LLP, for the representation of the SEOPW CRA on all matters related to a Title Commitment and Policy, a Phase I Environmental Site Assessment Report (and Phase II if required), a survey, and representation at closing in a form acceptable to General Counsel, between the SEOPW CRA and Sheila I. Miller Marshall ("Seller"), for the acquisition of the real property located at 491 N.W. 19th Street, Unit 358, Miami, Florida, 33136, containing an approximate total adjusted area of 782 square feet ("Property"), as legally described in the Agreement for an amount not to exceed Two Hundred and Twenty-Three Thousand Dollars and Zero Cents (\$223,000.00), the appraised value of the Property (Exhibit "B"), pursuant to section 163.370, Florida Statutes, and the SEOPW CRA redevelopment plan.

JUSTIFICATION:

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

The proposed acquisition of the Property is consistent with Section 1 of the Plan.

FUNDING:

\$223,000.00 allocated from SEOPW CRA "Purchase of Real Property" Account No.
10050.920101.661000.0000.00000.

FACT SHEET:

Name: Sheila I. Miller Marshall

Address: 491 N.W. 19th Street, Unit 358 Miami, Florida 33136

Funding request: \$223,000.00

Scope of work or services (Summary): The acquisition of 491 N.W. 19th Street, Unit 358 Miami, Florida 33136, containing an approximate 782 square feet (“Property”).

**AGENDA ITEM
FINANCIAL INFORMATION FORM**

SEOPW CRA

CRA Board Meeting Date: January 25, 2024

CRA Section:

Brief description of CRA Agenda Item:

Authorizing the purchase agreement to acquire property located at v491 NW 19th in an amount not to exceed \$223,000.00

Project Number (if applicable):		
YES, there are sufficient funds in Line Item:		
Account Code: <u>10050.920101.662000.0000.00000</u> Amount: <u>\$223,000.00</u>		
NO (Complete the following source of funds information):		
Amount budgeted in the line item:		\$
Balance in the line item:		\$
Amount needed in the line item:		\$
Sufficient funds will be transferred from the following line items:		
ACTION	ACCOUNT NUMBER	TOTAL
Project No./Index/Minot Object		
From		\$
To		\$
From		\$
To		\$

Comments:
Approved by:



 James McQueen, Executive Director 1/18/2024

Approval:



 Miguel A Valentin, Finance Officer 1/18/2024



Southeast Overtown/Park West Community Redevelopment Agency

File Type: CRA Resolution

Enactment Number:

File Number: 15433

Final Action Date:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA"), WITH ATTACHMENT(S), AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE PURCHASE AND SALE AGREEMENT IN SUBSTANTIALLY THE FORM ATTACHED HERETO AS EXHIBIT "A" ("AGREEMENT") BETWEEN THE SEOPW CRA AND SHEILA I. MILLER MARSHALL ("SELLER"), FOR THE ACQUISITION OF THE REAL PROPERTY LOCATED 491 N.W. 19TH STREET, UNIT 358, MIAMI, FLORIDA, 33136, CONTAINING AN APPROXIMATE TOTAL ADJUSTED AREA OF 782 SQUARE FEET, AS LEGALLY DESCRIBED IN THE APPRAISAL REPORT ATTACHED AND INCORPORATED AS EXHIBIT "B" ("PROPERTY"), PURSUANT TO SECTION 163.370, FLORIDA STATUTES AND THE SEOPW CRA REDEVELOPMENT PLAN, FOR AN AMOUNT NOT TO EXCEED TWO HUNDRED TWENTY-THREE THOUSAND DOLLARS AND ZERO CENTS (\$223,000.00); ALLOCATING FUNDS FROM ACCOUNT TITLED PURCHASE OF REAL PROPERTY, ACCOUNT NUMBER 10050.920101.662000.0000.000000; AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE ALL OTHER DOCUMENTS NECESSARY, INCLUDING ANY AMENDMENTS AND MODIFICATIONS TO SAID AGREEMENT OR OTHER DOCUMENTS NECESSARY TO PROCURE SURVEYS, ENVIRONMENTAL REPORTS, TITLE INSURANCE, OR OTHER RELATED CLOSING COSTS AND SERVICES, ALL IN FORMS ACCEPTABLE TO THE GENERAL COUNSEL, ALL IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT; DIRECTING THE EXECUTIVE DIRECTOR TO PROVIDE A REPORT ON THE STATUS OF THE POTENTIAL ACQUISITION TO THE BOARD WITHIN SIXTY (60) DAYS OF ADOPTION OF THIS RESOLUTION; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO ENGAGE WILLIAM BLOOM OF THE HOLLAND AND KNIGHT LAW FIRM TO REPRESENT THE SEOPW CRA ON ALL MATTERS RELATED THE CONSUMMATION OF THE SALE; 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 Community Redevelopment Plan Update (the "Plan"); and

WHEREAS, the SEOPW CRA desires to acquire the real properties currently owned Sheila I. Miller Marshall ("Seller") located at 491 N.W. 19th Street, Unit 358 Miami, Florida 33136, containing an approximate total adjusted area of 782 square feet ("Property"), as legally described in the Purchase and Sale Agreement ("Agreement"), attached and incorporated herein

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as Exhibit “A”; and

WHEREAS, the SEOPW CRA wishes to purchase the Property for an amount not to exceed Two Hundred Twenty-Three Thousand Dollars and Zero Cents (\$223,000.00), the appraised value of the Property as indicated in the Appraisal Report attached and incorporated as Exhibit “B”; and

WHEREAS, the SEOPW CRA finds it necessary and appropriate to retain the services of William Bloom of the Holland and Knight law firm to represent the SEOPW CRA on all matters related to the Property, including obtaining a Title Commitment and Policy, Phase I Environmental Site Assessment Report (and Phase II, if required), Survey, and representation at closing; and

WHEREAS, the proposed acquisition of the Property is consistent with Section one (1) of the Plan; and

WHEREAS, the SEOPW CRA finds it necessary and appropriate to expend funds to cover the cost of acquisition, including but not limited to, the cost of a survey, environmental report, title insurance, and any other reasonably related closing costs associated with said acquisition;

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

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 Executive Director is authorized¹ to execute the Agreement in substantially the form attached hereto as Exhibit “A” between the SEOPW CRA and the Seller for the acquisition of the Property for an amount not to exceed Two Hundred and Twenty-Three Thousand Dollars and Zero Cents (\$223,000.00).

Section 3. Funds in the amount of Two Hundred and Twenty-Three Thousand Dollars and Zero Cents (\$223,000.00) shall be allocated from the account titled Purchase of Real Property, Account No. 10050.920101.662000.0000.00000 for the acquisition of the Property and related closing costs.

Section 4. The Executive Director is further authorized¹ to negotiate and execute any and all other documents necessary, including any amendments and modifications to said Agreement or other documents necessary to procure surveys, environmental reports, title insurance, or other related closing costs and services, all in forms acceptable to the General Counsel, and all in accordance with the terms and conditions of the Agreement.

Section 5. The Executive Director is hereby directed to provide a report on the status of the potential acquisition to the Board of Commissioners within 60 days of the adoption of this resolution.

Section 6. The Executive Director is further authorized¹ to engage William Bloom of the Holland and Knight law firm to represent the SEOPW CRA on all matters related to the consummation of the sale.

¹ The herein authorization is further subject to compliance with all legal requirements that may be imposed, including but not limited to those prescribed by applicable State law City Code provisions, as adopted by the SEOPW CRA.

Commented [FT1]: The resolution references an appraisal report attached as Exhibit B that appraised the property at this value.

Section 7. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the Executive Director, or the Executive Director's designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.

Section 8. This Resolution shall be effective immediately upon its adoption.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


Vincent T. Brown, Staff Counsel 1/18/2024

Exhibit "A"

"AS IS" Residential Contract
For Sale And Purchase
THIS FORM HAS BEEN APPROVED BY
THE FLORIDA REALTORS AND THE FLORIDA BAR

1 PARTIES: SHEILA I. MILLER-MARSHALL, a single woman ("Seller"),
2 and SOUTHEAST OVERTOWN / PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("Buyer"),
3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property
4 (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase
5 and any riders and addenda ("Contract"):

6 **1. PROPERTY DESCRIPTION:**

- 7 (a) Street address, city, zip: 491 NW 19 Street, Unit 358
- 8 (b) Located in: Miami-Dade County, Florida. Property Tax ID #: 01-3136-083-0910
- 9 (c) Real Property: The legal description is Unit 358 of Town Park Plaza Condominium, according to the Declaration
10 of Condominium recorded in Official Records Book 21368 at page 0384 of the Public Records of Miami-Dade
11 County, Florida
12 together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and
13 attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or
14 by other terms of this Contract.
- 15 (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items
16 which are owned by Seller and existing on the Property as of the date of the initial offer are included in the
17 purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), light fixture(s), drapery rods
18 and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), thermostat(s), doorbell(s),
19 television wall mount(s) and television mounting hardware, security gate and other access devices, mailbox
20 keys, and storm shutters/storm protection items and hardware ("Personal Property").
21 Other Personal Property items included in this purchase are: _____
22 _____

23 Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.
24 (e) The following items are excluded from the purchase: _____
25 _____

26 **PURCHASE PRICE AND CLOSING**

- 27 **2. PURCHASE PRICE** (U.S. currency):..... \$ 223,000.00
- 28 (a) Initial deposit to be held in escrow in the amount of **(checks subject to Collection)** \$ 1,000.00
29 The initial deposit made payable and delivered to "Escrow Agent" named below
30 **(CHECK ONE):** (i) accompanies offer or (ii) is to be made within _____ (if left blank,
31 then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii)
32 SHALL BE DEEMED SELECTED.
33 Escrow Agent Name: Chicago Title Insurance Company
34 Address: 13800 NW, 14th Street, Suite 190, Sunrise Florida 33323 Phone: 954-308-3462
35 Email: mary.cornelius@fnf.com Fax: _____
- 36 (b) Additional deposit to be delivered to Escrow Agent within _____ (if left blank, then 10)
37 days after Effective Date \$ -0-
38 (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")
- 39 (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8..... N/A
- 40 (d) Other: _____ \$ _____
- 41 (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire
42 transfer or other Collected funds (See STANDARD S)..... \$ 222,000.00

43 **3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:**

- 44 (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before
45 December 8, 2023, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to
46 Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day
47 the counter-offer is delivered.
- 48 (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or
49 initialed and delivered this offer or final counter-offer ("Effective Date").

50 **4. CLOSING; CLOSING DATE:** The closing of this transaction shall occur when all funds required for closing are
51 received by Closing Agent and Collected pursuant to STANDARD S and all closing documents required to be
52 furnished by each party pursuant to this Contract are delivered ("Closing"). Unless modified by other provisions of

Attachment: File # 15433 - Exhibit A (15433 : Acquisition of 491 N.W. 19th Street, Unit 358)

this Contract, the Closing shall occur on 90 days from Effective Date ("Closing Date"), at the time established by the Closing Agent.

5. EXTENSION OF CLOSING DATE:

- (a) In the event Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), if Paragraph 8(b) is checked, Loan Approval has been obtained, and lender's underwriting is complete, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 7 days.
- (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be extended as provided in STANDARD G.

6. OCCUPANCY AND POSSESSION:

- (a) Unless Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall have accepted the Property in its existing condition as of time of taking occupancy, see Rider T PRE-CLOSING OCCUPANCY BY BUYER.

- (b) **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is subject to a lease(s) or any occupancy agreements (including seasonal and short-term vacation rentals) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D, except that tenant Estoppel Letters shall not be required on seasonal or short-term vacation rentals. If Property is intended to be occupied by Seller after Closing, see Rider U POST-CLOSING OCCUPANCY BY SELLER.

- 7. ASSIGNABILITY: (CHECK ONE):** Buyer may assign and thereby be released from any further liability under this Contract; may assign but not be released from liability under this Contract; or may not assign this Contract. IF NO BOX IS CHECKED, THEN BUYER MAY NOT ASSIGN THIS CONTRACT.

FINANCING

8. FINANCING:

- (a) This is a cash transaction with no financing contingency.
- (b) This Contract is contingent upon, within _____ (if left blank, then 30) days after Effective Date ("Loan Approval Period"): (1) Buyer obtaining approval of a conventional FHA VA or other _____ (describe) mortgage loan for purchase of the Property for a **(CHECK ONE):** fixed, adjustable, fixed or adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ % (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____ (if left blank, then 30) years ("Financing"); and (2) Buyer's mortgage broker or lender having received an appraisal or alternative valuation of the Property satisfactory to lender, if either is required by lender, which is sufficient to meet the terms required for lender to provide Financing for Buyer and proceed to Closing ("Appraisal").

(i) Buyer shall make application for Financing within _____ (if left blank, then 5) days after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing and Appraisal terms of Paragraph 8(b)(1) and (2), above, ("Loan Approval") within the Loan Approval Period and, thereafter, to close this Contract. Loan Approval which requires Buyer to sell other real property shall not be considered Loan Approval unless Rider V is attached.

Buyer's failure to use good faith and diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited to, timely furnishing all documents and information required by Buyer's mortgage broker and lender and paying for Appraisal and other fees and charges in connection with Buyer's application for Financing.

(ii) Buyer shall, upon written request, keep Seller and Broker fully informed about the status of Buyer's mortgage loan application, loan processing, appraisal, and Loan Approval, including any Property related conditions of Loan Approval. Buyer authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status

Buyer's Initials EW

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Seller's Initials SM

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and progress and release preliminary and finally executed closing disclosures and settlement statements, as appropriate and allowed, to Seller and Broker.

(iii) If within the Loan Approval Period, Buyer obtains Loan Approval, Buyer shall notify Seller of same in writing prior to expiration of the Loan Approval Period; or, if Buyer is unable to obtain Loan Approval within Loan Approval Period but Buyer is satisfied with Buyer's ability to obtain Loan Approval and proceed to Closing, Buyer shall deliver written notice to Seller confirming same, prior to the expiration of the Loan Approval Period.

(iv) If Buyer is unable to obtain Loan Approval within the Loan Approval Period, or cannot timely meet the terms of Loan Approval, all after the exercise of good faith and diligent effort, Buyer may terminate this Contract by delivering written notice of termination to Seller prior to expiration of the Loan Approval Period; whereupon, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(v) If Buyer fails to timely deliver any written notice provided for in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Buyer shall proceed forward with this Contract as though Paragraph 8(a), above, had been checked as of the Effective Date; provided, however, Seller may elect to terminate this Contract by delivering written notice of termination to Buyer within 3 days after expiration of the Loan Approval Period and, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vi) If Buyer has timely provided either written notice provided for in Paragraph 8b(iii), above, and Buyer thereafter fails to close this Contract, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; or (2) Property related conditions of the Loan Approval (specifically excluding the Appraisal valuation) have not been met unless such conditions are waived by other provisions of this Contract; in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

(c) Assumption of existing mortgage (see Rider D for terms).

(d) Purchase money note and mortgage to Seller (see Rider C for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) COSTS TO BE PAID BY SELLER:

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- Charges for FIRPTA withholding and reporting
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other: _____

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11, a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

(b) COSTS TO BE PAID BY BUYER:

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c)(ii) is checked)
- Other: _____
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9(c)(iii) is checked)

(c) **TITLE EVIDENCE AND INSURANCE:** At least 30 (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, Seller shall furnish a copy to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search" means a

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 Seller's Initials 

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search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 153, 159 or 170, F.S., in favor of any governmental body, authority or agency.

(CHECK ONE):

(i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the premium for Buyer's lender's policy and charges for closing services related to the lender's policy, endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select; or

(ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements and loan closing; or

(iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Buyer shall designate Closing Agent. Seller shall furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$_____ (if left blank, then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.

(d) **SURVEY:** At least 5 days prior to Closing Date, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) **HOME WARRANTY:** At Closing, Buyer Seller N/A shall pay for a home warranty plan issued by _____ at a cost not to exceed \$_____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments **(CHECK ONE):**

(a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

(b) Seller shall pay, in full, prior to or at the time of Closing, any assessment(s) allowed by the public body to be prepaid. For any assessment(s) which the public body does not allow prepayment, OPTION (a) shall be deemed selected for such assessment(s).

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., or special assessment(s) imposed by a special district pursuant to Chapter 189, F.S., which lien(s) or assessment(s) shall be prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

(a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

(b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed or otherwise disposed of pursuant to Section 553.79, F.S. If Seller identifies permits which have not been closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.

(c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"

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Seller's Initials

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or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.

- (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.
- (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.
- (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**
- (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.
- (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

11. PROPERTY MAINTENANCE: Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement"). See Paragraph 9(a) for escrow procedures, if applicable.

12. PROPERTY INSPECTION; RIGHT TO CANCEL:

- (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** *Buyer shall have 45_____ (if left blank, then 15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.*

- 275 (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior
 276 to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and
 277 follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal
 278 Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS
 279 Maintenance Requirement and has met all other contractual obligations.
- 280 (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection
 281 of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans,
 282 written documentation or other information in Seller's possession, knowledge, or control relating to
 283 improvements to the Property which are the subject of such open or needed permits, and shall promptly
 284 cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve
 285 such permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations,
 286 consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs
 287 or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to
 288 expend, any money.
- 289 (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and
 290 cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties
 291 to Buyer.

292 ESCROW AGENT AND BROKER

- 293 **13. ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds
 294 and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow
 295 within the State of Florida and, subject to Collection, disburse them in accordance with terms and conditions of this
 296 Contract. Failure of funds to become Collected shall not excuse Buyer's performance. When conflicting demands
 297 for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such
 298 actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities
 299 under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties
 300 agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of
 301 the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An
 302 attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all
 303 parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of
 304 accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with
 305 provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation,
 306 arbitration, interpleader or an escrow disbursement order.
 307 In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder,
 308 or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable
 309 attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent
 310 shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to
 311 Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or
 312 termination of this Contract.
- 313 **14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition,
 314 square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate
 315 professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property
 316 and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the
 317 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or
 318 public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND
 319 GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND
 320 FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL,
 321 WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each
 322 individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and
 323 employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at
 324 all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with
 325 or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of
 326 information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or
 327 failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task
 328 beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral,
 329 recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services
 330 provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.

Attachment: File # 15433 - Exhibit A (15433 : Acquisition of 491 N.W. 19th Street, Unit 358)

Buyer's Initials *AW*

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Seller's Initials *SMU*

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331 Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and
 332 paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve
 333 Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker
 334 will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

335 DEFAULT AND DISPUTE RESOLUTION

336 15. DEFAULT:

- 337 (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract,
 338 including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit
 339 for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and
 340 in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under
 341 this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's
 342 rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall
 343 be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share
 344 shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.
- 345 (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after
 346 reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract,
 347 Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting
 348 from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific
 349 performance.

350 This Paragraph 15 shall survive Closing or termination of this Contract.

351 16. DISPUTE RESOLUTION:

352 Unresolved controversies, claims and other matters in question between Buyer and
 353 Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled
 354 as follows:

- 354 (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to
 355 resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph
 356 16(b).
- 357 (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida
 358 Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules").
 359 The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be
 360 sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16
 361 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph
 362 16 shall survive Closing or termination of this Contract.

363 17. ATTORNEY'S FEES; COSTS:

364 The parties will split equally any mediation fee incurred in any mediation permitted
 365 by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in
 366 conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover
 367 from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the
 368 litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

368 STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

369 18. STANDARDS:

370 A. TITLE:

- 371 (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in
 372 Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall
 373 be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at
 374 or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance
 375 in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property,
 376 subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions,
 377 prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the
 378 Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of
 379 entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than
 380 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and
 381 subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach
 382 addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing
 383 any violation of items identified in (b) - (f) above, then the same shall be deemed a title defect. Marketable title shall
 384 be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance
 385 with law.

Buyer's Initials OH

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Seller's Initials SM

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

386 (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller
 387 in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is
 388 delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of
 389 receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after
 390 receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer
 391 shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver
 392 written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this
 393 Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If
 394 Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period,
 395 deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which
 396 Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or
 397 (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has
 398 passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c)
 399 electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all
 400 further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and
 401 Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit,
 402 thereby releasing Buyer and Seller from all further obligations under this Contract.

403 **B. SURVEY:** If Survey discloses encroachments on the Real Property or that improvements located thereon
 404 encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable
 405 governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of
 406 such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later
 407 than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and
 408 Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a
 409 prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the
 410 preparation of such prior survey, to the extent the affirmations therein are true and correct.

411 **C. INGRESS AND EGRESS:** Seller represents that there is ingress and egress to the Real Property and title to
 412 the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

413 **D. LEASE INFORMATION:** Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from
 414 tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security
 415 deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s)
 416 the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit
 417 and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or
 418 Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph
 419 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller
 420 within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this
 421 Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under
 422 this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations
 423 thereunder.

424 **E. LIENS:** Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing
 425 statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or
 426 repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been
 427 improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all
 428 general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth
 429 names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges
 430 for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been
 431 paid or will be paid at Closing.

432 **F. TIME: Time is of the essence in this Contract.** Calendar days, based on where the Property is located, shall
 433 be used in computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3,
 434 any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or
 435 inserted herein, which shall end or occur on a Saturday, Sunday, national legal public holiday (as defined in 5
 436 U.S.C. Sec. 6103(a)), or a day on which a national legal public holiday is observed because it fell on a Saturday or
 437 Sunday, shall extend to the next calendar day which is not a Saturday, Sunday, national legal public holiday, or a
 438 day on which a national legal public holiday is observed.

439 **G. FORCE MAJEURE:** Buyer or Seller shall not be required to exercise or perform any right or obligation under
 440 this Contract or be liable to each other for damages so long as performance or non-performance of the right or
 441 obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed,

Attachment: File # 15433 - Exhibit A (15433 : Acquisition of 491 N.W. 19th Street, Unit 358)

Buyer's Initials 

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Seller's Initials 

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

caused or prevented by a Force Majeure event. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fires, or other acts of God, unusual transportation delays, wars, insurrections, civil unrest, or acts of terrorism, governmental actions and mandates, government shut downs, epidemics, or pandemics, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents performance, non-performance, or the availability of services, insurance or required approvals essential to Closing. All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure event no longer prevents performance under this Contract; provided, however, if such Force Majeure event continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance and will take place in the county where the Real Property is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **FinCEN GTO REPORTING OBLIGATION.** If Closing Agent is required to comply with a U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Order ("GTO"), then Buyer shall provide Closing Agent with essential information and documentation related to Buyer and its Beneficial Owners, including photo identification, and related to the transaction contemplated by this Contract which are required to complete mandatory reporting, including the Currency Transaction Report; and Buyer consents to Closing Agent's collection and report of said information to IRS.

(iv) **PROCEDURE:** The deed shall be recorded upon Collection of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to Collection of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD pursuant to Chapter 190, F.S., and assessments imposed by special district(s) pursuant to Chapter 189, F.S.), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment

Attachment: File # 15433 - Exhibit A (15433 : Acquisition of 491 N.W. 19th Street, Unit 358)

Buyer's Initials

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Seller's Initials

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

499 is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's
500 assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements
501 on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st
502 of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be
503 agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an
504 informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the
505 maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an
506 estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K
507 shall survive Closing.

508 **L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH:** Seller
509 shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections,
510 including a walk-through (or follow-up walk-through if necessary) prior to Closing.

511 **M. RISK OF LOSS:** If, after Effective Date, but before Closing, Property is damaged by fire or other casualty
512 ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not
513 exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed
514 pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated
515 cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of
516 restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase
517 Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of
518 Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5% or receive a refund of the
519 Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation
520 with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

521 **N. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with
522 Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate
523 in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however,
524 cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent
525 upon, nor extended or delayed by, such Exchange.

526 **O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT**
527 **EXECUTION:** Neither this Contract nor any notice of it shall be recorded in any public or official records. This
528 Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in
529 interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and
530 delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party
531 shall be as effective as if given by or to that party. All notices must be in writing and may only be made by mail,
532 facsimile transmission, personal delivery or email. A facsimile or electronic copy of this Contract and any signatures
533 hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic
534 signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

535 **P. INTEGRATION; MODIFICATION:** This Contract contains the full and complete understanding and agreement of
536 Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or
537 representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change
538 in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended
539 to be bound by it.

540 **Q. WAIVER:** Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this
541 Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or
542 rights.

543 **R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Riders, addenda, and typewritten
544 or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

545 **S. COLLECTION or COLLECTED:** "Collection" or "Collected" means any checks tendered or received, including
546 Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing
547 Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent
548 until such amounts have been Collected in Closing Agent's accounts.

549 **T. RESERVED.**

550 **U. APPLICABLE LAW AND VENUE:** This Contract shall be construed in accordance with the laws of the State
551 of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the
552 county where the Real Property is located.

553 **V. FIRPTA TAX WITHHOLDING:** If a seller of U.S. real property is a "foreign person" as defined by FIRPTA,
554 Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15%
555 of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service

Attachment: File # 15433 - Exhibit A (15433 : Acquisition of 491 N.W. 19th Street, Unit 358)

Buyer's Initials *R*

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Seller's Initials *SM*

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding. (i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS. (ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum required, if any, and timely remit said funds to the IRS. (iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement. (iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional Collected funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable. (v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

W. RESERVED

X. BUYER WAIVER OF CLAIMS: To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive Closing.

ADDENDA AND ADDITIONAL TERMS

19. ADDENDA: The following additional terms are included in the attached addenda or riders and incorporated into this Contract (Check if applicable):

- Checked: A. Condominium Rider, P. Lead Paint Disclosure (Pre-1978)
Other: X. Kick-out Clause, Y. Seller's Attorney Approval, Z. Buyer's Attorney Approval, AA. Licensee Property Interest, BB. Binding Arbitration, CC. Miami-Dade County Special Taxing District Disclosure, DD. Seasonal/Vacation Rentals, EE. PACE Disclosure, Other: _____

Attachment: File # 15433 - Exhibit A (15433 : Acquisition of 491 N.W. 19th Street, Unit 358)

590 20. ADDITIONAL TERMS: _____
 591 _____
 592 _____
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 606 _____
 607 _____

COUNTER-OFFER

Seller counters Buyer's offer.

610 [The remainder of this page is intentionally left blank.
 611 This Contract continues with Line 612 on Page 13 of 13.]

Attachment: File # 15433 - Exhibit A (15433 : Acquisition of 491 N.W. 19th Street, Unit 358)

612 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE
613 ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

614 THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

615 Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the
616 terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and
617 conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all
618 interested persons.

619 AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK
620 TO BE COMPLETED.

621 **ATTENTION: SELLER AND BUYER**

622 **CONVEYANCES TO FOREIGN BUYERS:** Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes,
623 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by
624 certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the
625 Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of
626 Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly
627 sell property in violation of the Act.**

628 **At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the
629 Act.** Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under
630 the Act.

SOUTHEAST OVERTOWN / PARK WEST COMMUNITY REDEVELOPMENT AGENCY

631 Buyer: [Signature] Date: December 19, 2023

632 Buyer: _____ Date: _____

633 Seller: [Signature] Date: 18 Dec 2023
SHEILA I. MILLER-MARSHALL

634 Seller: _____ Date: _____

635 Buyer's address for purposes of notice Seller's address for purposes of notice
636 819 NW 2nd Avenue, third floor 491 NW 19 Street, Unit 358
637 Miami, Florida 33136 Miami, Florida 33136
638 Attn: Vincent Brown, Esq.

639 **BROKER:** Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers
640 entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct
641 Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage
642 agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has
643 retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation
644 made by Seller or Listing Broker to Cooperating Brokers.

645 N/A N/A
646 **Cooperating Sales Associate, if any** **Listing Sales Associate**

647 _____
648 **Cooperating Broker, if any** **Listing Broker**

Attachment: File # 15433 - Exhibit A (15433 : Acquisition of 491 N.W. 19th Street, Unit 358)

If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between SHEILA J. MILLER-MARSHALL, a single woman (SELLER) and SOUTHEAST OVERTOWN / PARK WEST COMMUNITY REDEVELOPMENT AGENCY (BUYER) concerning the Property described as Unit 358 of Town Park Plaza Condominium, according to the Declaration of Condominium recorded in ORB 21368, page 0384 of the Public Records of Miami-Dade County, Florida

Buyer's Initials SK

Seller's Initials SM

A. CONDOMINIUM RIDER

1. CONDOMINIUM ASSOCIATION APPROVAL:

The Association's approval of Buyer (CHECK ONE): is is not required. If approval is required, this Contract is contingent upon Buyer being approved by the Association no later than _____ (if left blank, then 5) days prior to Closing. Within _____ (if left blank, then 5) days after Effective Date Seller shall initiate the approval process with the Association and Buyer shall apply for such approval. Buyer and Seller shall sign and deliver any documents required by the Association in order to complete the transfer of the Property and each shall use diligent effort to obtain such approval, including making personal appearances if required. If Buyer is not approved within the stated time period, this Contract shall terminate and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

2. RIGHT OF FIRST REFUSAL:

- (a) The Association (CHECK ONE): has does not have a right of first refusal ("Right"). If the Association has a Right, this Contract is contingent upon the Association, within the time permitted for the exercise of such Right, either providing written confirmation to Buyer that the Association is not exercising that Right, or failing to timely exercise such Right pursuant to the terms of the Declaration of Condominium ("Declaration", which reference includes all amendments thereto).
- (b) The members of the Association (CHECK ONE): have do not have a Right. If the members do have a Right, this Contract is contingent upon the members, within the time permitted for the exercise of such Right, either providing written confirmation to Buyer that the members are not exercising that Right, or failing to timely exercise such Right pursuant to the terms of the Declaration.
- (c) Buyer and Seller shall, within _____ (if left blank, then 5) days after Effective Date, sign and deliver any documents required as a condition precedent to the exercise of the Right, and shall use diligent effort to submit and process the matter with the Association and members, including personal appearances, if required.
- (d) If, within the stated time period, the Association, the members of the Association, or both, fail to provide the written confirmation or the Right has not otherwise expired, then this Contract shall terminate and the Deposit shall be refunded to the Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.
- (e) If the Association or a member timely exercises its or their Right, this Contract shall terminate and the Deposit shall be refunded to Buyer (unless this Contract provides otherwise), thereby releasing Buyer and Seller from all further obligations under this Contract, and Seller shall pay to Broker the full commission at Closing in recognition that Broker procured the sale.

3. FEES; ASSESSMENTS; PRORATIONS; LITIGATION:

(a) Condominium Association assessment(s) and Rents: Seller represents that the current Association assessment(s) installments is/are

\$ _____ payable (CHECK ONE): monthly quarterly semi-annually annually

and if more than one Association assessment

\$ _____ payable (CHECK ONE): monthly quarterly semi-annually annually

and the current rent on recreation areas, if any, is

\$ _____ payable (CHECK ONE): monthly quarterly semi-annually annually



Attachment: File # 15433 - Exhibit A (15433 : Acquisition of 491 N.W. 19th Street, Unit 358)

A. CONDOMINIUM RIDER (CONTINUED)

All annual assessments levied by the Association and rent on recreational areas, if any, shall be made current by Seller at Closing, and Buyer shall reimburse Seller for prepayments.

- (b) Fees: Seller shall, at Closing, pay all fines imposed against the Unit by the Condominium Association as of Closing Date and any fees the Association charges to provide information about the Property, assessment(s) and fees.

If Property is part of a Homeowners' Association, see Rider B. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE for further information including additional assessments and fees.

- (c) Special Assessments and Prorations:
 - (i) Seller represents that Seller is not aware of any special or other assessment that has been levied by the Association or that has been an item on the agenda, or reported in the minutes, of the Association within twelve (12) months prior to Effective Date, ("pending") except as follows: _____
 - (ii) If special assessments levied or pending exist as of the Effective Date are disclosed above by Seller and may be paid in installments (**CHECK ONE**): Buyer Seller (if left blank, then Buyer) shall pay installments due after Closing Date. **If Seller is checked, Seller shall pay the assessment in full prior to or at the time of Closing.**
 - (iii) If special assessments levied or pending exist as of the Effective Date and have not been disclosed above by Seller, then Seller shall pay such assessments in full at the time of Closing.
 - (iv) If, after Effective Date, the Association imposes a special assessment for improvements, work or services, which was not pending as of the Effective Date, then Seller shall pay all amounts due before Closing Date and Buyer shall pay all amounts due after Closing Date.
 - (v) A special assessment shall be deemed levied for purposes of this paragraph on the date when the assessment has been approved as required for enforcement pursuant to Florida law and the condominium documents listed in Paragraph 5.
 - (vi) Association assets and liabilities, including Association reserve accounts, shall not be prorated.
- (d) Litigation: Seller represents that Seller is not aware of pending or anticipated litigation affecting the Property or the common elements, if any, except as follows: _____

4. SPRINKLER SYSTEM RETROFIT:

If, pursuant to Sections 718.112(2)(l), F.S., the Association has voted to forego retrofitting its fire sprinkler system or handrails and guardrails for the condominium units, then prior to Closing Seller shall furnish to Buyer the written notice of Association's vote to forego such retrofitting.

5. NON-DEVELOPER DISCLOSURE: (CHECK ONE):

(a) THE BUYER HEREBY ACKNOWLEDGES THAT BUYER HAS BEEN PROVIDED A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION OF THE ASSOCIATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, PRIOR TO EXECUTION OF THIS CONTRACT.

(b) THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF SO REQUESTED IN WRITING. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND

LEGAL HOLIDAYS, AFTER THE BUYER RECEIVES THE DECLARATION, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF REQUESTED IN WRITING. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

6. BUYER'S REQUEST FOR DOCUMENTS:

Buyer is entitled, at Seller's expense, to current copies of the condominium documents specified in Paragraph 5, above. Buyer (**CHECK ONE**): requests does not request a current copy of the documents specified in Paragraph 5, above. If this Contract does not close, Buyer shall immediately return the documents to Seller or reimburse Seller for the cost of the documents.

7. BUYER'S RECEIPT OF DOCUMENTS:

(**COMPLETE AND CHECK ONLY IF CORRECT**) Buyer received the documents described in Paragraph 5, above, on _____.

8. COMMON ELEMENTS; PARKING:

The Property includes the unit being purchased and an undivided interest in the common elements and appurtenant limited common elements of the condominium, as specified in the Declaration. Seller's right and interest in or to the use of the following parking space(s), garage, and other areas are included in the sale of the Property and shall be assigned to Buyer at Closing, subject to the Declaration:

Parking Space(s) # _____ Garage # _____ Other: _____

9. INSPECTIONS AND REPAIRS:

The rights and obligations arising under Paragraphs 11 and 12 of this Contract to maintain, repair, replace or treat are limited to Seller's individual condominium unit and unless Seller is otherwise responsible do not extend to common elements, limited common elements, or any other part of the condominium property.

10. GOVERNANCE FORM; MILESTONE INSPECTION REPORT; STRUCTURAL INTEGRITY RESERVE STUDY:

- (a) **GOVERNANCE FORM:** Pursuant to Chapter 718, F.S., Buyer is entitled to receive from Seller a copy of the governance form in the format provided by the Division of Florida Condominiums, Timeshares and Mobile Homes of the Department of Business and Professional Regulation, summarizing governance of condominium associations.
- (b) **MILESTONE INSPECTION REPORT SUMMARY:** Pursuant to Section 718.503(2)(a)5, F.S., Buyer who has entered into this Contract is entitled, at Seller's expense, to receive from Seller, before the sale of the Property, a copy of the inspector-prepared summary of the milestone inspection report, as described in Sections 553.899 and 718.301(4)(p), Florida Statutes, if (1) applicable and (2) the summary has been submitted to the Association.
- (c) **STRUCTURAL INTEGRITY RESERVE STUDY:** Pursuant to Section 718.503(2)(a)6, F.S., Buyer who has entered into this Contract is entitled, at Seller's expense, to receive from Seller, before the sale of the Property, a copy of the Association's most recent structural integrity reserve study or a statement that the Association has not completed a structural integrity reserve study.

Exhibit "B"

APPRAISAL REPORT

**UNIT 358
IN TOWN PARK PLAZA NORTH CONDOMINIUM**

LOCATED AT:

**491 N.W. 19TH STREET
MIAMI, FLORIDA**

PREPARED FOR:

**CITY OF MIAMI SOUTHEAST OVERTOWN PARK
WEST COMMUNITY REDEVELOPMENT AGENCY
819 N.W. SECOND AVENUE
MIAMI, FLORIDA**

AS OF:

OCTOBER 30, 2023

PREPARED BY:

**QUINLIVAN APPRAISAL, P.A.
7300 NORTH KENDALL DRIVE - SUITE 530
MIAMI, FLORIDA 33156**

QUINLIVAN APPRAISAL
A PROFESSIONAL ASSOCIATION
7300 NORTH KENDALL DRIVE, SUITE 530
MIAMI, FLORIDA 33156

Thomas F. Magenheimer, MAI
State Certified General Appraiser
RZ 553

Telephone (305) 663-6611
Fax (305) 670-4330
tmagmai@aol.com

November 1, 2023

Brian Zeltsman, RA
Director of Architecture & Development
City of Miami Southeast Overtown Park
West Community Redevelopment Agency
819 N.W. Second Avenue
Miami, Florida 33136

Dear Mr. Zeltsman:

In accordance with your request, I have prepared an Appraisal of the following described property:

Unit 358 in Town Park Plaza North Condominium, located at 491 N.W.
19th Street, Miami, Florida

The purpose of this Appraisal is to estimate the “as is” Market Value of the described property as of October 30, 2023, being one of the dates of personal inspection.

The Appraisal Report that follows sets forth the identification of the property, the assumptions and limiting conditions, pertinent facts about the area and the subject property, comparable data, the results of the investigations and analyses, and the reasoning leading to the conclusions set forth. This report is not based on any hypothetical conditions or extraordinary assumptions.

The report was prepared in accordance with the requirements of and in compliance with the most current Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation.

Mr. Brian Zeltsman
November 1, 2023
Page 2

Based on the inspection of the property and the investigation and analyses undertaken, I have formed the opinion that, as of October 30, 2023, the subject property had a Market Value of:

TWO HUNDRED TWENTY-THREE THOUSAND DOLLARS

\$223,000

Respectfully submitted,



Thomas F. Magenheimer, MAI
State Certified General Appraiser
Certification Number: RZ 553

TFM/dm
(23-070)

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Attachment: File # 15433 - Exhibit B (15433 : Acquisition of 491 N.W. 19th Street, Unit 358)

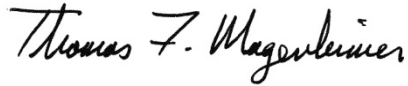
CERTIFICATION OF VALUE

The undersigned hereby certifies that, to the best of my knowledge and belief:

- (A) The statements of fact contained in the report are true and correct.
- (B) The reported analyses, opinions and conclusions are limited only by the assumptions and limiting conditions set forth, and are my personal, unbiased professional analyses, opinions and conclusions.
- (C) I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- (D) I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- (E) My engagement in this assignment is not contingent upon developing or reporting predetermined results.
- (F) The appraiser's compensation for completing this assignment is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal. Furthermore, the appraisal assignment is not based on a requested minimum valuation, a specific valuation or the approval of a loan.
- (G) The appraiser's analyses, opinions and conclusions are developed, and this report is prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, and the requirements of the State of Florida for state-certified appraisers.
- (H) Use of this report is subject to the requirements of the State of Florida relating to review by the Real Estate Appraisal Subcommittee of the Florida Real Estate Commission.
- (I) Thomas F. Magenheimer has made a personal inspection of the property that is the subject of this report.
- (J) No one provided significant professional assistance to the person signing this report.

- (K) The reported analyses, opinions, and conclusions are developed, and this report is prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
- (L) The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- (M) The undersigned has not performed appraisal services for the subject property during the three year period immediately preceding the acceptance of this assignment.

As of the date of this report, Thomas F. Magenheimer has completed the requirements under the continuing education program for The Appraisal Institute.



THOMAS F. MAGENHEIMER, MAI

State Certified General Appraiser

Certification Number: RZ 553

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Purpose of Appraisal	Market Value
Property Rights Appraised	Fee Simple
Address	491 N. W. 19 th Street Miami, Florida
Improvements	A two- and three-story apartment complex with a total of 169 units.
Building Age	1973
Unit Size	782 square feet
Zoning	T5-O, Urban Center Zone, Open
Highest and Best Use	Existing apartment complex
Indications of Market Value:	
Cost Approach	Not Applicable
Income Approach	Not Applicable
Sales Comparison Approach	\$ 223,000
Final Estimate of Market Value	\$ 223,000
Date of Value Estimate	October 30, 2023
Date of Inspection	October 30, 2023
Date of Report	November 1, 2023

Attachment: File # 15433 - Exhibit B (15433 : Acquisition of 491 N.W. 19th Street, Unit 358)



LOOKING NORTHEASTERLY AT SUBJECT PROJECT FROM N. W. 19TH STREET



LOOKING NORTHWESTERLY AT SUBJECT PROJECT FROM N. W. 19TH STREET

Attachment: File # 15433 - Exhibit B (15433 : Acquisition of 491 N.W. 19th Street, Unit 358)



LOOKING EASTERLY AT SUBJECT UNIT



LOOKING WESTERLY AT SUBJECT UNIT

Attachment: File # 15433 - Exhibit B (15433 : Acquisition of 491 N.W. 19th Street, Unit 358)

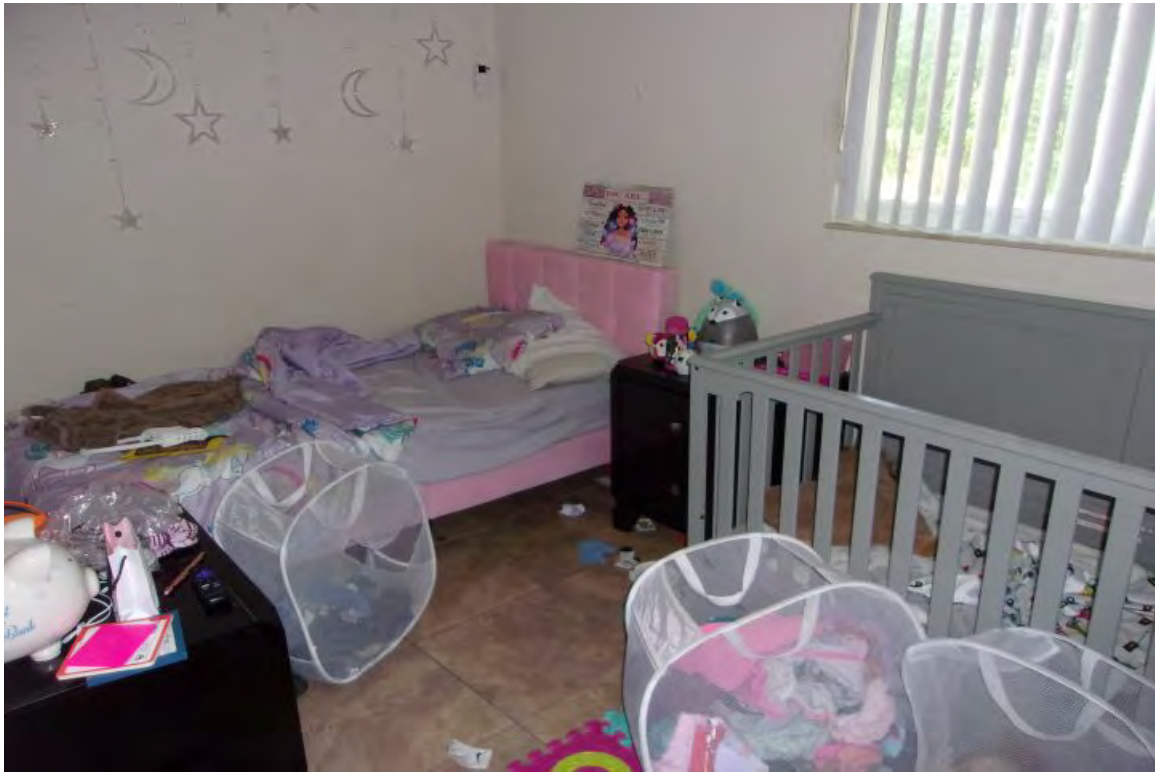


INTERIOR VIEW

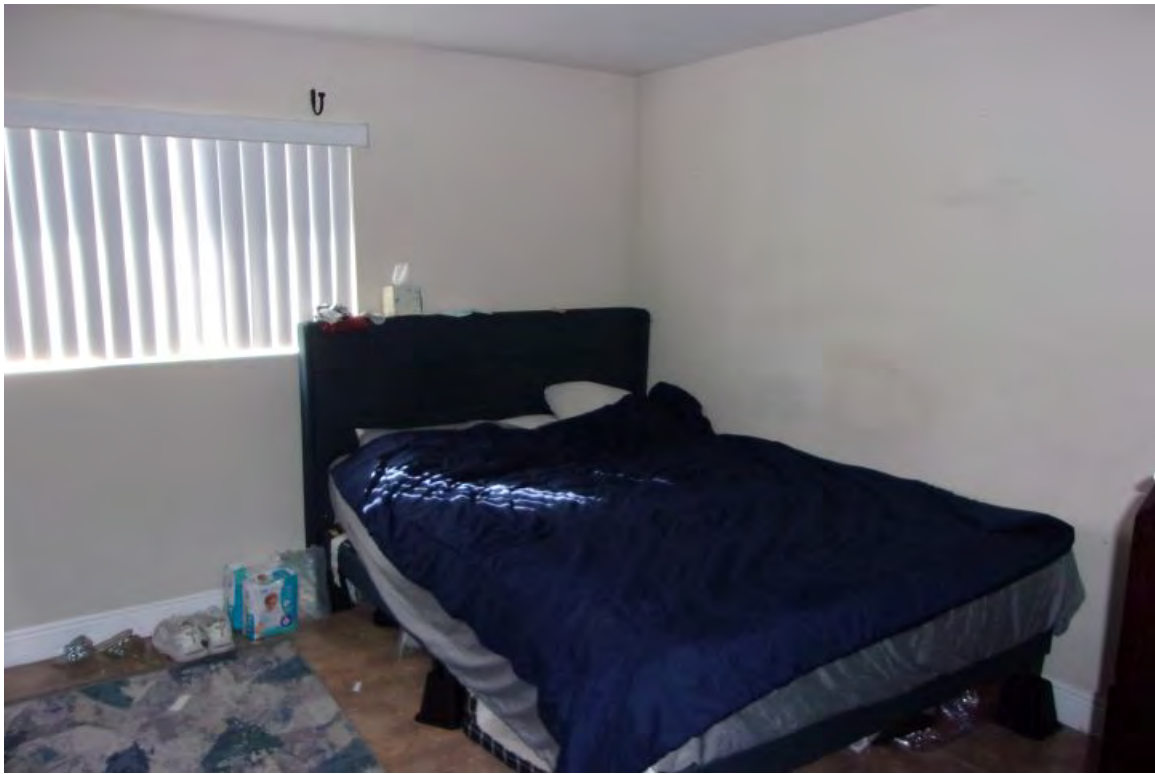


INTERIOR VIEW

Attachment: File # 15433 - Exhibit B (15433 : Acquisition of 491 N.W. 19th Street, Unit 358)



INTERIOR VIEW



INTERIOR VIEW

Attachment: File # 15433 - Exhibit B (15433 : Acquisition of 491 N.W. 19th Street, Unit 358)



LOOKING WESTERLY ON N.W. 19TH STREET – SUBJECT TO RIGHT



LOOKING EASTERLY ON N.W. 19TH STREET – SUBJECT TO LEFT

Attachment: File # 15433 - Exhibit B (15433 : Acquisition of 491 N.W. 19th Street, Unit 358)

INTRODUCTION

Attachment: File # 15433 - Exhibit B (15433 : Acquisition of 491 N.W. 19th Street, Unit 358)

INTRODUCTION

IDENTIFICATION OF THE PROPERTY

Unit 358 in Town Park Plaza North Condominium.

LOCATION

491 N. W. 19th Street
Miami, Florida.

PURPOSE AND DATE OF APPRAISAL

The purpose of this Appraisal is to estimate the Market Value of the property as of October 30, 2023, being one of the dates of personal inspection.

INTENDED USE AND USER OF APPRAISAL

The intended use of this appraisal is to estimate the Market Value of the subject property for a possible sale of the property. The intended user is the City of Miami Southeast Overtown Park West Community Redevelopment Agency..

LEGAL DESCRIPTION

Unit 358 and an undivided interest in the common elements thereof, in **TOWN PARK PLAZA NORTH CONDOMINIUM**, according to Declaration of Condominium thereof, recorded in Official Records Book 21368, Page 384, of the Public Records of Miami-Dade County, Florida.

PROPERTY RIGHTS APPRAISED

The property is appraised in fee simple: a fee without limitations to any particular class of heirs or restrictions, but subject to the limitations of eminent domain, escheat, police power and taxation, as well as utility easements of record.

DEFINITION OF MARKET VALUE

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

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

Source: Interagency Appraisal and Evaluation Guidelines, December 10, 2010, Federal Register, Volume 75, No. 237, Page 77472

ASSESSMENT AND TAXES – 2023

The subject property is assessed under the jurisdiction of the City of Miami, Florida.

The assessment for the property is established each year as of January 1st by the Miami-Dade County Property Appraiser's Office at 100% of "Just Value." Just Value has been equated to Market Value less closing costs. While the State of Florida requires real estate to be assessed at 100% of Just Value, in reality the ratio of the assessed value to sales price is generally below 100%.

Folio Number:	01-3136-083-0910
County Market Value:	\$121,300
Assessed Value:	\$92,525
Millage Rate:	\$20.6152 per \$1,000
Taxes:	\$1,04138

OWNER OF RECORD AND ADDRESS

Sheila Marshall
P. O. Box 11668
Miami, FL 33101

THREE-YEAR HISTORY OF TITLE

According to a search of the Public Records of Miami-Dade County, there have no sales of the subject units during the past three years.

Attachment: File # 15433 - Exhibit B (15433 : Acquisition of 491 N.W. 19th Street, Unit 358)

ESTIMATED EXPOSURE TIME

Exposure time is defined as the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market.

The overall concept of reasonable exposure encompasses not only adequate, sufficient and reasonable time but also adequate, sufficient and reasonable effort.

In estimating a reasonable exposure time for the subject property, the following steps have been taken:

Discussion with buyers, sellers, brokers and/or a review of multiple listings of similar properties in the area related to historic marketing periods.

Based on the above sources, exposure time is estimated to have been 12 months for the subject property.

ESTIMATED MARKETING PERIOD

The estimated value of the subject is predicated upon a normal marketing period. A normal marketing period is generally defined as the most probable amount of time necessary to expose and actively market a property on the open market to achieve a sale. Implicit in this definition are the following assumptions:

- (A) The property will be actively exposed and aggressively marketed to potential purchasers through marketing channels commonly used by sellers and buyers of similar type properties.
- (B) The property will be offered at a price reflecting the most probable markup over market value used by sellers of similar type properties.
- (C) A sale will be consummated under the terms and conditions of the definition of Market Value required by the regulation.

In order to estimate the marketability of this property, the sales activity in this market area was reviewed over the past three years, multiple listings were reviewed and real estate brokers who operate in this area were interviewed.

Based on the above sources, the subject property could be sold within a 12-month time period.

SCOPE OF THE APPRAISAL

Attachment: File # 15433 - Exhibit B (15433 : Acquisition of 491 N.W. 19th Street, Unit 358)

SCOPE OF THE APPRAISAL

The scope of the assignment relates to the extent and manner in which research is conducted, data is gathered and analysis is applied, all based upon the following problem-identifying factors stated elsewhere in this report.

This appraisal of the subject has been presented in the form of an Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2 (a) of the USPAP.

Data related to the subject property was derived from various sources including but not limited to the Miami-Dade County Property Appraiser's Office, Miami-Dade County, FEMA flood zone maps, Land Development Regulations of the City of Miami, Hopkins Plats, and tax roll information provided by Miami-Dade County Property Appraiser's Office.

Comparable sale sources include Miami-Dade County Property Appraiser's Office, Board of Realtors' Multiple Listing Services, CoStar, and LoopNet. Sales prices are typically confirmed with a party to the transaction, i.e., buyer, seller, real estate agent or attorney to the transaction.

A Cost Approach to Value is not applicable to the valuation of a partial interest in a condominium since condominium units include ownership of a percentage of the common elements of the condominium. It is not practical to divide the value of the common elements and allocate the value of the common area to the individual units.

The subject property is a single apartment unit in a condominium with multiple units. This type of property is typically purchased by owner/users rather than as rental investments. An Income Approach to Value is therefore not considered applicable for the valuation of the subject property.

A search for condominium apartment units in the subject market area was conducted. The initial sales period researched are January of 2021 through the date of valuation. The sales all have similar highest and best uses as the subject property. Several other sales were considered, but were not included because there was too wide a difference in physical factors, location and time.

LOCATION ANALYSIS

Attachment: File # 15433 - Exhibit B (15433 : Acquisition of 491 N.W. 19th Street, Unit 358)

COUNTY DATA

Miami-Dade County - Location and Size

Miami-Dade County, which comprises the metropolitan area of Miami, is situated on the southeast tip of the state of Florida. It is bordered on the east by the Atlantic Ocean, on the west by Monroe and Collier Counties, on the north by Broward County, and on the south by Monroe County (the Florida Keys).

Miami-Dade County, the largest county in area and population in the state of Florida, covers an area of 2,054 square miles with an altitude ranging from sea level to 25 feet. Water covers 354 square miles of the County.

Although the County is relatively large, approximately half of the total area is comprised of the Everglades, which is a natural area that will not be developed. Therefore, only the eastern section of Miami-Dade County encompasses the area which is currently developed or available for future development.

Miami-Dade County's location, its southern latitude and proximity to the Gulf Stream provide for mild winters and pleasant summers.

Population

The state of Florida has increased rapidly in population from 9,740,000 in 1980 to 12,937,926 in 1990, 15,982,378 in 2000, and 18,801,310 in 2010. The 2020 population of Florida was 21,538,226, an increase of 14.6% over the 2010 population. In 2022, the population of the state was 22,244,823 persons, a 3.3% increase over 2020.

Miami-Dade County's population increased from 1,626,000 in 1980 to 1,937,094 in 1990, reflecting an average annual compounded growth rate of 1.77%, compared with 2.88% for the state of Florida. By 2010, Miami-Dade County's population increased to approximately 2,496,435. The population grew to 2,701,762 by the Year 2020, an increase of 8.2% over the 2010 population. By the Year 2022 the population decreased to 2,673,837, a decrease of 1.03% over the 2020 population.

Miami-Dade County's population growth during the last four decades has been dramatic especially in relation to national trends. From 1950 to 1990 the United States population increased by 60% while the population of Miami-Dade County has almost quadrupled from 495,084 to 1,937,000. During this period, the state of Florida was elevated from the 20th most populous state to the 4th in 1990 and continues to be the fourth most populous state.

During the 1960s, the major increase in Miami-Dade County's population was due to the large immigration of Cubans. Today, Cuban and other Spanish speaking people comprise approximately 62% of Miami-Dade County's population. The increase in Hispanic population has had favorable effects on the local economy and has helped to create a multi-national cultural environment in the area.

The overall population of Miami-Dade County is well dispersed throughout the entire area, yet has several key areas of concentration. During the 1960s, several sub-areas accounted for approximately 70% of the growth. These areas include Hialeah, northern Miami-Dade County, the Beach area, the Miami River area, the area southwest of Miami International Airport, as well as the Kendall and Cutler Ridge areas.

Since 1970, approximately three-fourths of the total population growth for the County has occurred in the unincorporated areas. The older centrally located cities such as Miami, Miami Beach and Coral Gables have grown at modest rates from 1970 to 1990. Unincorporated Miami-Dade County has evidenced the most rapid growth which continues to occur in areas in northeast Miami-Dade County (Aventura), as well as the currently expanding southwest area, especially in sections of Flagler Street, S.W. 8th Street, North Kendall Drive and Homestead.

Population trends indicate that most of the population growth in Miami-Dade County between 2010 and 2020 occurred in outlying areas such as North Miami Beach, the Kendall area west of the Florida Turnpike, the S.W. 8th Street area west of the Florida Turnpike, the Hialeah-Miami Lakes area, as well as those areas both east and west of U.S. Highway 1 between Cutler Ridge and Florida City.

Employment Trends

The dominant characteristic of Miami-Dade County is that it is primarily trade and service based. Personal, business and repair services have had a substantial increase in importance in the economic base over the last decade. The major sectors of the economy include services, wholesale and retail trade, transportation, communications, public utilities, government and manufacturing. The most dominant industries which form the County's economic base are construction and tourism.

Tourism is Miami-Dade County's biggest industry with an estimated 22.5 million visitors in 2022 contributing to more than 50 percent of the area's economy. Aviation and related industries are responsible for another large segment of the economy.

The largest employer in Miami-Dade County is the Miami-Dade County School Board, followed by Miami-Dade County, University of Miami, Baptist Health Systems of South Florida, American Airlines, Jackson Health System, Florida International University, City of Miami, Mount Sinai Medical Center, and Florida Power and Light. Assuming additional importance is the growing prominence of Miami-Dade County as a center for international trade, finance and tourism. The establishment of Miami as the "Gateway of the Americas" should provide the area with a much needed degree of economic diversification. This should enable Miami-Dade County to weather slowdowns in the national economy by an increase of trade through the Port of Miami, growth of international arrivals at the airport, the Free Trade Zone, and the substantial foreign investment in the local economy, particularly in real estate.

In April of 2023, Florida's unemployment rate was 2.3 percent, down from 4.5 percent in November of 2021 and a high of 14.2 percent in May of 2020. The unemployment rate for Miami-Dade County in April of 2023 was 1.8 percent, down from 3.5 percent in December of 2021.

TABLE 1

ESTIMATES OF MIAMI-DADE COUNTY TOURIST TRENDS

	INTERNATIONAL	DOMESTIC	TOTAL
2016	7,624,200	8,100,000	15,724,200
2017	7,798,200	8,061,800	15,860,000
2018	5,779,000	10,730,000	16,509,000
2019	5,337,000	10,986,000	16,323,000
2020	1,842,000	6,036,000	7,878,000
2021	3,747,000	8,719,000	15,915,000
2022	4,743,000	14,426,000	19,169,000

Source: Greater Miami Convention and Visitors Bureau, Tourism Facts and Figures

Figures for 2022 indicate 19,169,000 overnight visitors came to Miami-Dade County, a 20.5% increase from 2021. In 2021, the total overnight visitors were 15,915,000, an increase of 102% over 2020.

TABLE 2

ESTIMATES OF DOMESTIC VISITORS BY REGION

DOMESTIC MARKET	2018	2019	2020	2021	2022
NEW YORK	28.5%	28.4%	34.4%	36.6%	36.0%
ATLANTA	7.6%	7.9%	10.9%	10.7%	10.9%
CHICAGO	8.0%	8.0%	10.7%	10.1%	9.0%
PHILADELPHIA	7.2%	7.3%	7.5%	7.0%	7.2%
LOS ANGELES	6.4%	6.3%	6.4%	4.9%	7.2%
BOSTON	4.2%	4.3%	6.5%	6.0%	6.7%
WASHINGTON, DC	6.2%	6.2%	6.2%	6.2%	6.5%
DALLAS	4.8%	4.6%	6.8%	7.3%	7.2%
HOUSTON	3.9%	4.0%	5.7%	6.7%	5.7%
DETROIT	3.5%	2.9%	4.9%	4.6%	4.5%

Source: Greater Miami Convention and Visitors Bureau, Tourism Facts and Figures

Table 2 indicates that the bulk of domestic visitors to Miami-Dade County originate from the New York (36.6%), Atlanta (10.7%) and Chicago (10.1%) market areas. Of the top ten domestic market visitors, the majority (49.6%) are from northeastern market areas.

T A B L E 3

ESTIMATES OF INTERNATIONAL VISITORS BY REGION

REGION	2018	2019	2020	2021	2022
EUROPEAN COUNTRIES	31%	32.9%	15.6%	14.1%	13.7%
CARIBBEAN COUNTRIES	10%	10.3%	18.6%	15.1%	21.9%
CENTRAL AMERICAN COUNTRIES	10%	10.2%	17.5%	16.3%	19.4%
SOUTH AMERICAN COUNTRIES	35%	31.0%	29.2%	40.2%	31.5%
CANADA	6%	6.6%	8.1%	2.7%	5.3%
OTHER COUNTRIES	8%	9.0%	11.0%	11.3%	8.2%
TOTAL	100%	100%	100%	100%	100%

Source: Greater Miami Convention and Visitors Bureau, Tourism Facts and Figures

Table 3 shows that the bulk of international visitors to Miami-Dade County originate from Central and South American Countries (50.9%), followed by Caribbean Countries (21.9%) and European Countries (13.7%). England and Germany accounted for the largest proportion of European visitors.

In 2022 there were a total of 3,677,176 passengers passing through the Port of Miami. During 2022, the number of Port of Miami passengers decreased 745.6% from 2021, but 31.9% less than 2019.

In 2022 approximately 25,269,260 passengers arrived through Miami International Airport. The passengers arriving at the airport increased 35.9% from the previous year. The domestic arrivals at the airport far outpaced international passengers. In 2022, domestic arrivals totaled 14,648,800 and international arrivals totaled 10,621,100.

As of December 2022, there were 61,973 motel and hotel rooms in 564 lodging facilities in Greater Miami and the Beaches. In 2022, the number hotels increased 41 and the number of rooms increased by 4,393 rooms. The majority of the hotels, 38.5%, are located in Miami Beach, followed by the airport area at 11.7%. The Miami area had an occupancy rate of 72.1 percent in 2022, an increase of 8% from 2021. The airport area had the highest occupancy rate in 2022 at around 84%.

Average room rate for hotel rooms in Miami-Dade County was \$289.74 in 2022, down from \$312.74 in 2021. Therefore, the average hotel room rates in 2022 indicate a decrease of 7.4% over the 2020 rate.

In 2021, the new hotels opening in the county included Tru by Hilton (72-rooms) and Home 2 Suite (145-room) in the airport area, and citizen M (351-rooms), AC Hotel (156-rooms), and Tru by Hilton (141-rooms) in the downtown market. In 2022, the new hotels in the county included Arlo Wynwood (217-rooms) in the Wynwood district, The Elser Hotel (646-rooms) in Downtown, Pelican Hotel (32-room) in Miami Beach, Esme (145-rooms) in Miami Beach, Loews Coral Gables (219-rooms), and citizen M Miami World Center (351-rooms) in the Brickell area.

Miami-Dade Financial Resources

Over the course of the last decade, Greater Miami has evolved into a major international financial center. Domestic and international businesses find convenient access to a full array of services provided by locally-based state and national commercial banks, savings and loan associations, foreign banks, non-depository credit institutions, securities and commodities brokers and insurance companies.

Greater Miami has the largest concentration of domestic and international banks south of New York City. With more than 90 percent of the state's foreign banks operating offices in Miami, this market dominates international banking in Florida.

Overall, about 150 domestic banks, foreign banks and Edge Act banks operate in Greater Miami. The greatest concentration is located along Brickell Avenue in downtown Miami.

Transportation

Miami-Dade County has an extensive expressway system with access to all points in the County. However, due to the rapidly increasing population, some of the expressways, especially Interstate 95, are becoming overburdened. In 1985 Miami-Dade County completed a 20.5 mile elevated rapid transit system. This system originally extended southward from downtown Miami to Dadeland, paralleling U.S. Highway 1 and northwesterly from downtown Miami to Hialeah. In 1999, the system was extended about a mile from Hialeah to the Palmetto Expressway at NW 74th Street. An expansion to the Miami International Airport opened in 2013. In conjunction with this system, there is a Downtown People Mover Automated Transit system which encircles the central business district of Miami and extends south to the Brickell area and north to the Omni area.

Miami-Dade County is served by the CSX and Florida East Coast Railroads for freight and Amtrak Rail, TriRail and Brightline for passenger service, and Greyhound bus lines for passenger service.

Miami International Airport, one of the nation's largest and busiest, had 458,478 aircraft arrivals and departures during 2022, an increase of 18.2% from 2021. As of March 2023, the airport had 41,062 aircraft arrivals and departures, a decrease of 2.4% from the same period in 2022.

Miami has become a port of embarkation for ships bound for Central and South American Countries. The Port of Miami, besides being the largest passenger port in the nation, is also important as a cargo center with a 2021 annual tonnage of approximately 11.149 million, up 16% from 9.725 million in 2019. The port's traditional customer base has been Europe, China, Latin America and the Caribbean, accounting for 65% of the port's total volume.

Miami's comprehensive transportation system and its strategic location have enabled it to become an important international transportation center, providing commercial access to Latin America and the Caribbean.

Government

Miami-Dade County is comprised of unincorporated areas, as well as 36 municipalities, the largest of which is the city of Miami.

Miami-Dade County is governed under a modified two-tier metropolitan government. The purpose of this type government was to establish one governing body for the county, and to establish one supply of services such as fire, police, etc. for the county. The upper tier is the County, which provides broad "regional" or county functions, such as metropolitan planning, welfare, health and transit services. The thirty-six municipalities represent the lower tier of government, providing a varying array of services within their jurisdictional boundaries. The County also maintains lower tier functions, such as the provision of municipal-type services, including police and fire, to the unincorporated areas and certain municipalities on a negotiated basis.

The County operates under the strong mayor form of government. Legislative and policy-making authority is vested in the elected thirteen-member Board of County Commissioners; the mayor appointed County Manager is the chief administrator. Miami-Dade County has operated under the metropolitan form of government since 1957, when the Home Rule Charter was passed by the local electorate. Prior to Home Rule, the County had to rely on the State Legislature for the enactment of its laws.

County government had not been able to respond to the tremendous demand for municipal services in this rapidly urbanizing area, which is larger than the State of Rhode Island or Delaware. The need to combine services duplicated by the County and numerous cities was also clearly evident. The Charter permitted the limited County government to reorganize into a general purpose "municipal-type" government capable of performing the full range of public functions into an area wide operation.

Real Estate

The Miami-Dade County Office Market contains approximately 97.613 million square feet of office space. Approximately 22% in the Airport West area, 15% of this space is located in the Miami central business district and adjacent Brickell Avenue, 12% in Kendall, and 11% in Coral Gables. The vacancy rate of office buildings in Miami-Dade County decreased during the first quarter of 2023 to about 10.1%, down from 10.3% in the first quarter of 2022. During the first quarter of 2023, 4,724,300 square feet of office space was is under construction in Miami-Dade County. The absorption of office space during the first quarter of 2023 was a 204,400 square

feet. Office rental rates in new buildings average approximately \$51.70 per square foot. The low end of the range is for office space in the suburban markets. The upper end of the range is for first class office space in Downtown Miami, Brickell Avenue, Coconut Grove and Coral Gables.

The Greater Miami Industrial Market consists of approximately 231.26 million square feet of industrial space in 5,433 buildings. The vacancy rate of industrial buildings in Miami-Dade County decreased in the first quarter of 2023 to about 1.8%, down from 2.7% in the first quarter of 2022. During the first quarter 2023, 9,882 thousand square feet is under construction in Miami-Dade County. The absorption of industrial space as of the first quarter of 2023 was 1,086 thousand square feet. Rental rates in new buildings average approximately \$14.61 per square foot.

The approximate percentage location of this space is as follows:

MARKET AREA	% OF TOTAL MARKET SPACE
AIRPORT WEST	29.6%
HIALEAH	25.6%
MEDLEY	16.7%
MIAMI LAKES	3.3%
NORTHEAST DADE	4.8%
NORTHCENTRAL DADE	14.9%
SOUTH DADE	5.1%
TOTAL	100%

Miami-Dade's single-family home sales decreased 29.6% in the first quarter of 2023 in comparison with the first quarter of 2022 according to the Miami Association of Realtors. A total of 2,413 homes were reported sold in the first quarter of 2023, compared to 3,426 homes sold in the first quarter of 2022. In 2022 a total of 12,250 homes sold, compared to 15,705 homes in 2021. In the first quarter of 2023, the median sales price for single-family homes was \$560,000, up 5.1% from the previous year.

Existing condominium and townhouse sales showed a decrease of 46.5% in the first quarter of 2023 from in the first quarter of 2022 according to the Miami Association of Realtors. A total of 3,194 condominium and townhouse units were reported sold in the first quarter of 2023, compared to 5,972 condo units sold in the first quarter of 2022. In 2022 a total of 19,377 townhomes and condominium units sold, compared to 23,689 townhomes and condominiums in 2021. In the first quarter of 2023, the median sales price for condominium and townhouse units was \$400,000, up 5.3% from the previous year.

According to the Marcus & Millichap Multifamily Market Report Second Quarter 2023, the vacancy rate was 4.6% for rental apartment buildings in the Miami market area, which was a 110 basis points increase from the previous year. Apartment rents in Miami-Dade County averaged \$2,631 per month, indicating an increase of 18% from the previous year. New apartment construction during 2022 will be nearly 8,800 units, indicating an increase of 2.7%.

The Miami-Dade County retail market contains approximately 108.65 million square feet in 2,582 properties. The major retail markets in Miami-Dade County include Hialeah, Coral Gables/South Miami-Dade, Aventura and Kendall. Rental rates typically range from \$23 to \$78 per square foot with highest rates in the \$70.00 per square foot range in the Wynwood District. The overall Miami-Dade County vacancy rate for the first quarter of 2023 was 3.3%, which is 10 basis points less than the first quarter of 2022. As of the first quarter of 2023, 3.17 million square feet of retail space was under construction.

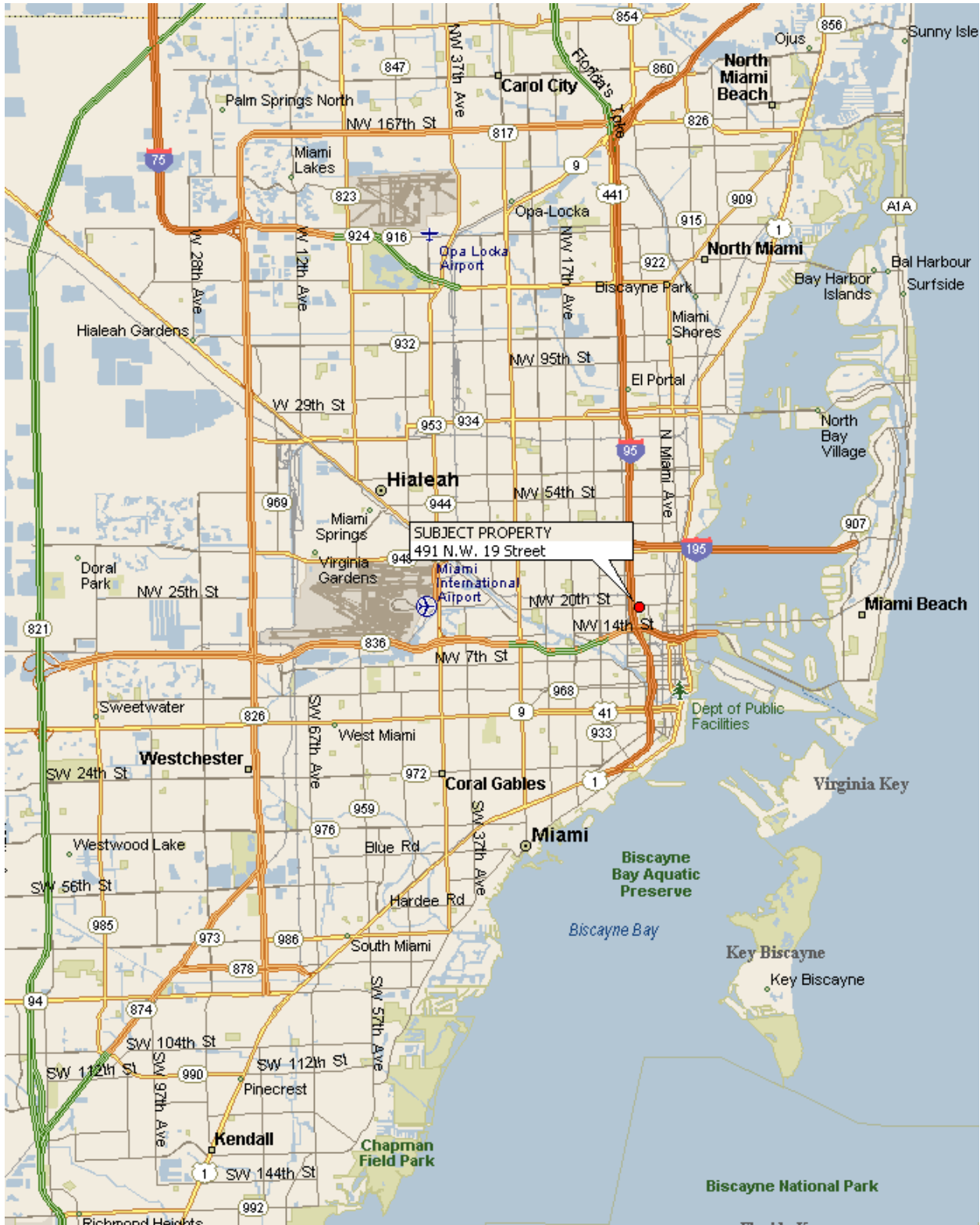
Conclusions

In the future, one of the principal growth areas for Miami-Dade County is expected to be the international sector. Miami-Dade County, because of its geographic location and excellent transportation facilities, is well-suited to attract both business individuals and tourists from Latin America. It is already one of the principal shopping markets for Central and South Americans visiting the United States and one of the principal export points for goods and services destined for Latin America.

The existence of major financial institutions, retail outlets, corporations and other business entities, coupled with its geographic location, transportation systems and planned international trade centers give Miami-Dade County an excellent opportunity for continued growth as an international center.

During the next 12 months all segments of the commercial real estate market should continue to experience decreasing vacancy rates and increasing rental rates. With increasing inventories for both single family residences and condominium apartment units, sales activity is expected to continue to be strong during 2023.

LOCATION MAP



Attachment: File # 15433 - Exhibit B (15433 : Acquisition of 491 N.W. 19th Street, Unit 358)

NEIGHBORHOOD DATA

The subject property is located northwest of the Central Business District of Miami in an area known as Overtown. The subject property is more specifically located on the south side of N. W. 20th Street, between N. W. 4th Court and N. W. 5th Place.

The Overtown area, west of N. W. 1st Avenue to Interstate 95 and north of N. W. 5th Street to N. W. 20th Street, is characterized by a large number of small apartment buildings. These buildings were constructed primarily in the late 1940s and 1950s. These buildings generally are in poor to fair condition, with virtually no new private construction in recent years.

There are two 30-story high-rise apartment buildings located just north of the former Miami Arena site at N.W. 8th Street and N.W. 1st Avenue. These buildings were constructed on City of Miami land by private developers. The south building, Bayview Towers, was constructed in 1989 and contains 356 units. The north building, Park Place by the Bay, was constructed in 1990 and contains 463 units. The rental rates area relatively reasonable in these buildings.

There has been little redevelopment in this area. The stimulus to speculation has been the Performing Arts Center on Biscayne Boulevard at N.E. 13th Street. The construction was completed in 2007. In addition to the speculation related to the Performing Arts Center, the establishment of the Park West Entertainment District by the City in April of 2000 had a positive affect on the property values.

The intent of the Ordinance was to eliminate the distance requirements between nightclubs and to actually encourage establishment of clubs in close proximity to one another. It also provides for 24-hour liquor licenses within the district. The Park West Entertainment District is bounded by S. R. 836/I-395 to the north, Biscayne Boulevard to the east, N.E. 7th Street to the south, and North Miami Avenue to the west.

Motivated by the liberal provisions of the Park West Entertainment District, in conjunction with greater restrictions being placed on nightclub operators on South Beach, club owners have acquired a number of older industrial buildings and vacant sites in the area - primarily along N. E. 11th Street and N. E. 10th Streets. The older buildings have been totally renovated and opened as nightclubs, reportedly with tremendous success. Although no new buildings have been built on vacant sites, several are reportedly planned.

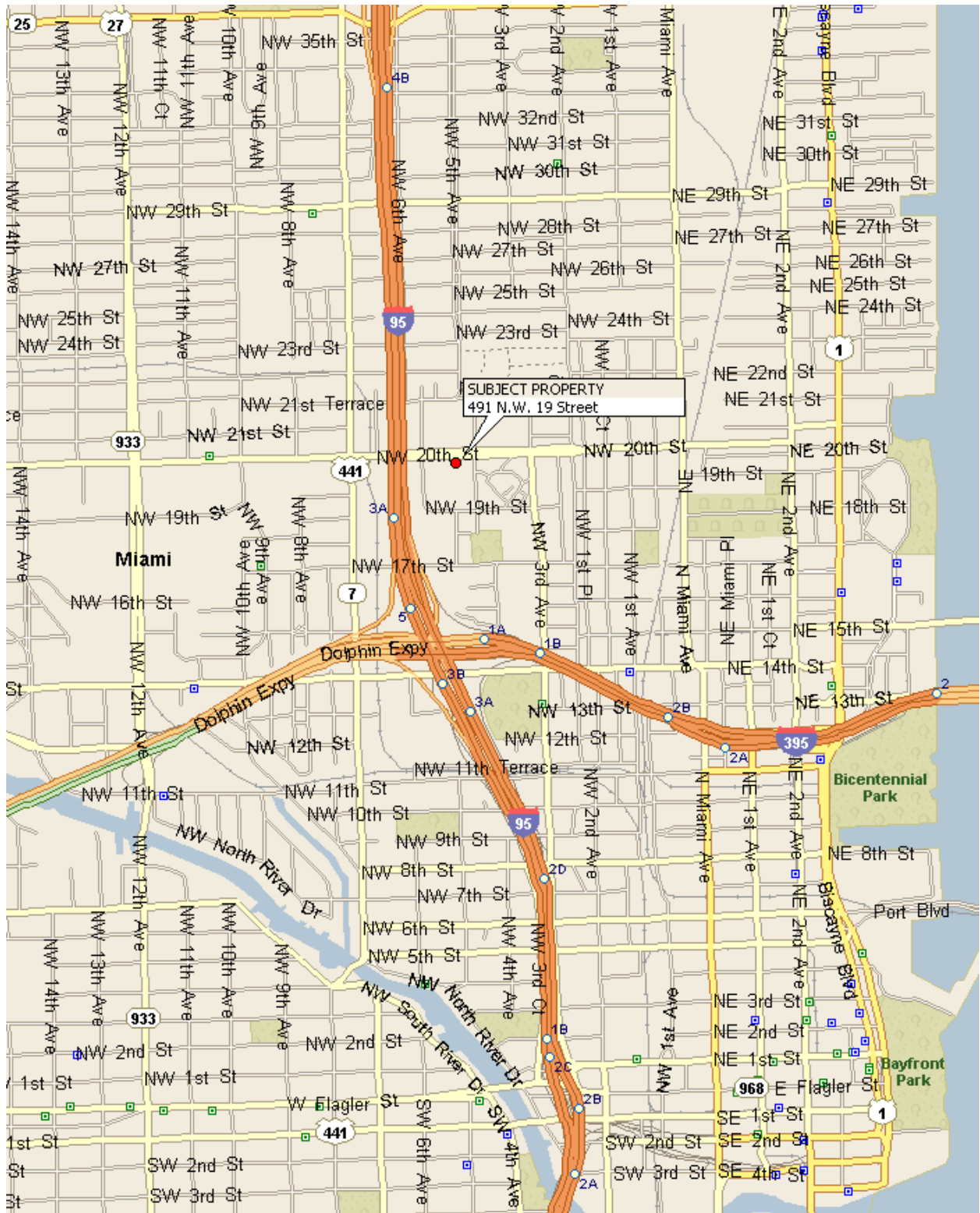
The Central Business District of Miami is located just southeast of the Overtown area. The Central Business District is defined with Biscayne Boulevard at the east boundary, N.W./S.W. 1st Avenue to the west, N.E. 5th Street to the north and the Miami River to the south. The Central Business District is comprised of offices, hotels and retail stores. The older buildings were constructed primarily in the period between 1920 and 1940. The newer buildings were constructed primarily in the 1960s and 1970s. Flagler Street is the primarily retail/office street in the Central Business District of Miami. There are a variety of retail stores, department stores and offices fronting along Flagler Street in the Central Business District.

The Overtown Station of Miami-Dade County's Rapid Transit System, known as Metrorail, is located at N.W. 8th Street and N.W. 1st Avenue, approximately one mile southeast of the subject property. The Metrorail is an elevated track train system which extends north and west through the City of Hialeah to the Palmetto Expressway at N. W. 74th Street, and south to the Dadeland area.

The Downtown Metromover emanates from the Government Center Station. The Metromover is an elevated track, remote controlled vehicle system which provides local transportation in the Central Business District. The Metromover track extends southerly to S.E. and S.W. 4th Street, easterly to Biscayne Boulevard, northerly to N.E. and N.W. 5th Street and westerly to N.E. and N.W. 2nd Avenue. The Metromover has nine stations throughout the Central Business District of Miami. Extensions of the Downtown Metromover have been constructed that run to the Omni and Brickell Avenue areas.

In summary, the subject property is located northwest of the Central Business District of Miami, in an older multi-family/commercial area known as Overtown.

NEIGHBORHOOD MAP



Attachment: File # 15433 - Exhibit B (15433 : Acquisition of 491 N.W. 19th Street, Unit 358)

SITE DATA

Attachment: File # 15433 - Exhibit B (15433 : Acquisition of 491 N.W. 19th Street, Unit 358)

SITE DATA

Dimensions and Shape:

The site is comprised of two adjacent rectangular sites. The west site is located on the southwest corner of N.W. 20th Street and N.W. 5th Place.

The north property line of the east site fronts for 514.53 feet on the south right-of-way line of N.W. 20th Street to a 25-foot radius curve to the left along an arc length of 39.11 feet. The west property line thence extends southerly for 494.34 feet along the east right-of-way line of N.W. 5th Place to a 75-foot radius curve to the left along an arc length of 116.94 feet. The south property line thence extends easterly for 463.62 feet along the north right-of-way line of N.W. 19th Street to a 25-foot radius curve to the left along an arc length of 39.49 feet. The east property line thence extends northerly for 552.96 feet along the west right-of-way line of N.W. 4th Place to a 25-foot radius curve to the left along an arc length of 39.5 feet.

The north property line of the west site fronts for 166.4 feet on the south right-of-way line of N.W. 20th Street to a 25-foot radius curve to the right along an arc length of 39.43 feet. The east property line thence extends southerly for 475.0 feet along the west right-of-way line of N.W. 5th Place. The south property line thence extends westerly for 191.52 feet. The west property line thence extends northerly for 500.0 feet.

Area:

East Site	335,752 square feet or 7.71 acres
West Site	95,640 square feet or 2.20 acres
Total	431,392 square feet or 9.91 acres

Topography and Drainage:

The site is level at elevations equivalent to the abutting streets.

Flood Zone:

Map No. 12086C00312 L

"X" Areas determined to be outside the 0.2% annual chance flood plain.

Soil and Subsoil:

The immediate area of the subject site appears to have no unusual soil or subsoil conditions. Unusual conditions would be brought out by test borings.

Utilities:

Water:	Miami-Dade Water and Sewer Department
Sewer:	Miami-Dade Water and Sewer Department
Electricity:	Florida Power & Light Company

Telephone: ATT

Street Improvements:

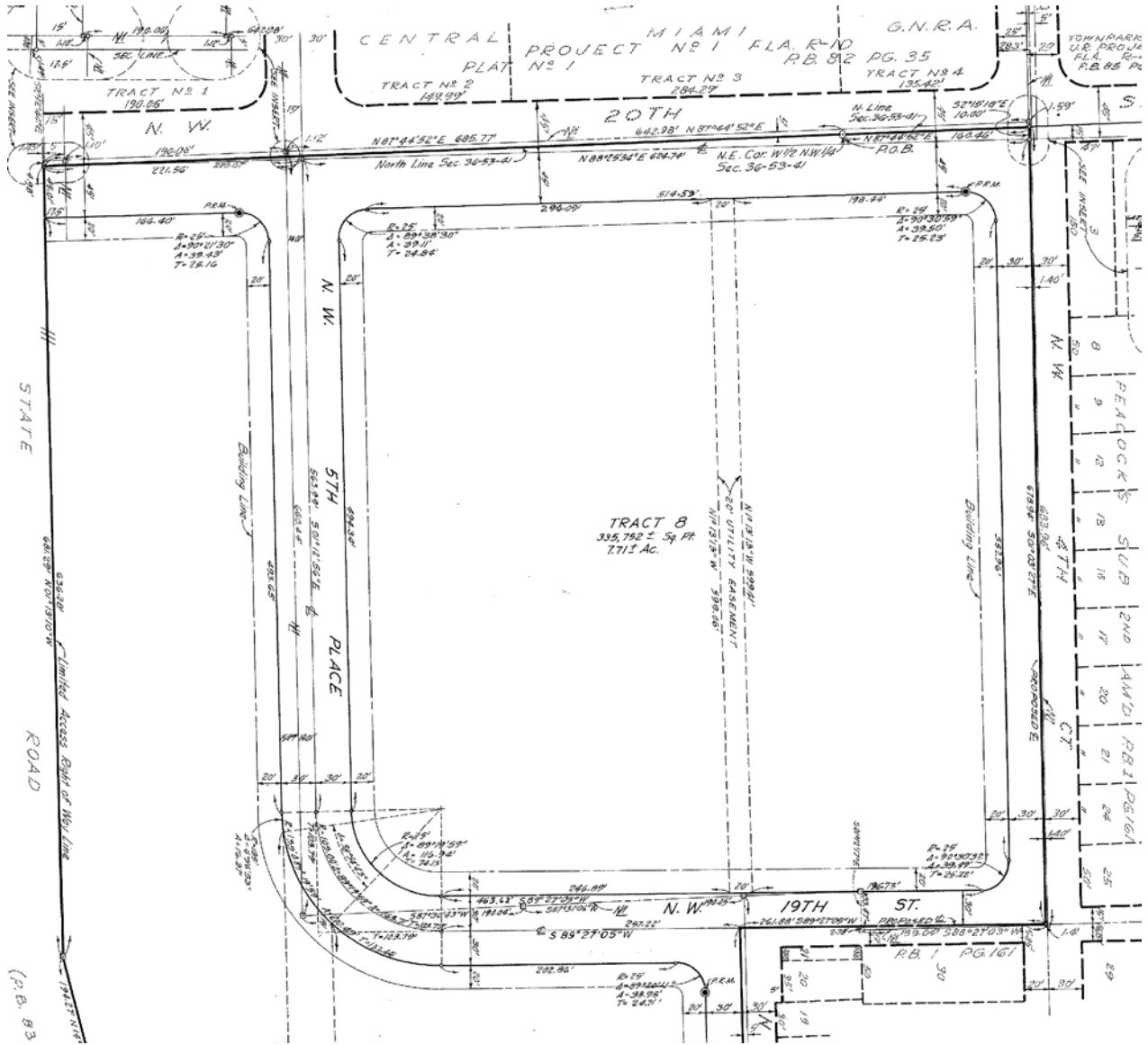
N.W. 5th Place is asphalt paved with a dedicated width of 60 feet. N.W. 5th Place has one northbound lane and one southbound lane.

N.W. 4th Court is asphalt paved with a dedicated width of 60 feet. N.W. 4th Court has one northbound lane and one southbound lane.

N.W. 19th Street is asphalt paved with a dedicated width of 60 feet. N.W. 19th Street has one eastbound lane and one westbound lane.

N.W. 20th Street is asphalt paved with a dedicated width of 90 feet. N.W. 20th Street has two eastbound lanes and two westbound lanes divided by a median.

SITE SKETCH



Attachment: File # 15433 - Exhibit B (15433 : Acquisition of 491 N.W. 19th Street, Unit 358)

ZONING

ZONING

Under Ordinance of the City of Miami, Florida.

Classification: T5-O URBAN CENTER ZONE - OPEN

The urban center zone consists of higher density mixed-use building types that accommodates retail and office uses, rowhouses, and apartments. A network of small blocks has thoroughfares with wide sidewalks, steady street tree planting and buildings set close to the frontages with frequent doors and windows.

Permitted Principal Uses allowed by right include single family residences, duplexes, multifamily housing, dormitory, community residences, home offices, bed & breakfasts, inns, hotels, entertainment establishments, food service establishments, general commercial, offices, recreational facilities, religious facilities, learning center, pre-school, and research facilities. Uses permitted by warrant (administrative process) include auto related facilities, marine related facilities, open air retail, community facilities, infrastructure and utilities, community support facilities, marinas, public parking, transit facilities, childcare, universities, schools, and vocational training. Uses permitted by exception include alcohol beverage service establishments.

Development Regulations

- Minimum Lot Size:* 1,200 square feet
- Maximum Lot Size:* 40,000 square feet
- Minimum Lot Width:* 16 feet
- Maximum Lot Coverage:* 60%
- Floor Lot Ratio:* None
- Minimum Green Space:* 10%
- Maximum Density:* 65 dwelling units per acre
- Setbacks:*
 - Front 10 feet
 - Side 0 feet
 - Back 0 feet
- Maximum Building Height:* Five stories
- Minimum Building Height:* Two stories

Attachment: File # 15433 - Exhibit B (15433 : Acquisition of 491 N.W. 19th Street, Unit 358)

Minimum Offstreet Parking:

Principal Dwelling	1.5 spaces per unit
Community Residence	1 space per staff member in addition to required parking
Lodging	1 space per 5 lodging units
Office	3 spaces per 1,000 square feet
Commercial	3 spaces per 1,000 square feet
Civic	3 spaces per 1,000 square feet of exhibition area
Educational	2 spaces per 1,000 square feet

Attachment: File # 15433 - Exhibit B (15433 : Acquisition of 491 N.W. 19th Street, Unit 358)

HIGHEST AND BEST USE

Attachment: File # 15433 - Exhibit B (15433 : Acquisition of 491 N.W. 19th Street, Unit 358)

HIGHEST AND BEST USE

Fundamental to the concept of value is the theory of highest and best use. Land is valued as if vacant and available for its highest and best use.

The Appraisal Institute in *The Dictionary of Real Estate, Sixth Edition*, defines highest and best use as follows:

The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and results in the highest value.

Land has limited value unless there is a present or anticipated use for it; the amount of value depends on the nature of the land's anticipated use, according to the concept of surplus productivity. Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination, is generally regarded as the highest and best use of the land as though vacant.

The highest and best use of a property as improved refers to the optimal use that could be made of the property including all existing structures. The implication is that the existing improvement should be renovated or retained as so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one.

In estimating the highest and best use there are essentially four stages of analysis:

1. Possible Use. What uses of the site being appraised are physically possible?
2. Permissible Use (Legal) What uses are permitted by Zoning and Deed Restriction, if any?
3. Feasible Use. Which possible and permissible uses will produce a net return to the owner of the site?
4. Maximally Productive. Among feasible uses, which use will produce the highest net return to the owner of the site?

The highest and best use of the land (or site), if vacant and available for use, may be different from the highest and best use of the improved property. This is true when the improvements are not an appropriate use, but make a contribution to the total property value in excess of the value of the site.

The following four point test is required in estimating the Highest and Best Use. The use must be legal. The use must be probable, not speculative or conjectural. There must be a profitable demand for such use and it must return to the land the highest net return for the longest period of time.

These tests have been applied to the subject property. In arriving at the estimate of Highest and Best Use, the subject site was analyzed as vacant and available for development, and as improved.

Possible Use

The site fronts on N. W. 19th Street, N. W. 20th Street, N. W. 4th Court and N. W. 5th Place. N. W. 20th Street is a traffic artery. N. W. 19th Street, N. W. 4th Court and N. W. 5th Place are secondary streets in a residential district. Therefore, the site has adequate exposure and access.

The site is comprised of two sites separated by the right-of-way of N.W. 5th Place. Each site has sufficient street frontage and depth for good functional utility. All necessary utility services are available along the abutting street right-of-ways.

The sites have a total size of 431,392 square feet in size, which equates to 9.91 acres.

The size and shape and available utilities of the site would allow many uses. The size of the site would indicate a fairly large scale use of the site or a subdivision into several sites.

Permissible Use (As if Vacant)

Permissible or legal uses are those uses which are permitted by zoning and deed restrictions. The site is zoned in a residential zoning district. The permissible uses of the site include single family residences, duplexes, multifamily housing, dormitory, community residences, home offices, bed & breakfasts, inns, hotels, entertainment establishments, food service establishments, general commercial, offices, recreational facilities, religious facilities, learning center, pre-school, and research facilities. Uses permitted by warrant (administrative process) include auto related facilities, marine related facilities, open air retail, community facilities, infrastructure and utilities, community support facilities, marinas, public parking, transit facilities, childcare, universities, schools, and vocational training.

Based on an analysis of the zoning, the maximum permitted residential density would be 65 dwelling units per acre. The maximum building height would be five stories.

Feasible Use/Maximally Productive Use

The physical characteristics and zoning of the subject site would permit single family houses, duplexes, townhouses, and apartments.

The site is located in a fully developed residential district comprised of single family houses, townhouses, and garden style apartment buildings.

Conclusion (As if Vacant)

Based on the possible, permissible and feasible uses of the site, the Highest and Best Use of the subject site is considered to be for a multiple family residential building.

Highest and Best Use as Improved

The subject site is developed with 20 garden style apartment buildings. The buildings were constructed in 1973. The buildings have a total of 169 residential units. The existing improvements appear to comply with zoning and are in conformity with surrounding uses.

The subject apartment unit is part of a condominium apartment project known as the Town Park Plaza North Condominium. The subject unit is a two bedroom, one bathroom floor plan. The Unit is 782 square feet in size.

The buildings appear to be in average condition. A apartment use is permitted by the zoning of the site. The subject buildings are similar in design and construction quality to other condominium projects in the market area.

The existing multi-family residential use is considered to represent the highest and best use of the site.

DESCRIPTION OF IMPROVEMENTS

Attachment: File # 15433 - Exhibit B (15433 : Acquisition of 491 N.W. 19th Street, Unit 358)

DESCRIPTION OF IMPROVEMENTS

Age and Condition

According to the Public Records of Miami-Dade County, the subject complex was constructed in 1973. The complex went through a \$13.5 million renovation in the past five years. From personal inspection the improvements appear to be in average condition.

Description

The site is improved with 20, two- and three-story apartment buildings containing a total of 169 units. The building structures are masonry construction. The buildings are two-story mostly townhouse style apartment buildings. The apartment units are all accessed from exterior hallways.

The interiors of the apartment units have average quality finishes with formica cabinetry, electric appliances, tile floors, drywall ceilings service, and painted drywall. Each unit has a balcony on the exterior of the building.

The subject unit is a townhouse style apartment. The floor plan is comprised of a living room and kitchen on the ground floor and two bedrooms and a bathroom on the second floor. The second floor is accessed by an interior stairway. A walled courtyard is located on the west side of the exterior of the unit.

The complex has grade level asphalt paved parking lots adjacent to the buildings. The parking appears adequate. The site is enclosed by a metal fence. The complex has a common area clubhouse building on the east site. The clubhouse has not been renovated and is boarded up. The site has playgrounds and sports court throughout the complex.

Size

782 square feet

Details of Construction

Foundation:	Steel reinforced poured concrete footings.
Frame:	Poured concrete
Exterior Walls:	Eight inch concrete block with stucco finish-painted
Windows:	Metal frame sliding
Roof:	Gable end style, asphalt shingles over wood deck on truss system
Interior Walls:	Painted drywall on metal studs
Ceilings:	Textured stucco on drywall.

Attachment: File # 15433 - Exhibit B (15433 : Acquisition of 491 N.W. 19th Street, Unit 358)

Floors: Ceramic tile on concrete slab

Lighting: Fluorescent and incandescent

Equipment and Fixtures (Each Unit)

Central air conditioning

Kitchen appliances to include refrigeration/freezer and oven/range

Site or Yard Improvements

Landscaping

Asphalt paved parking lots

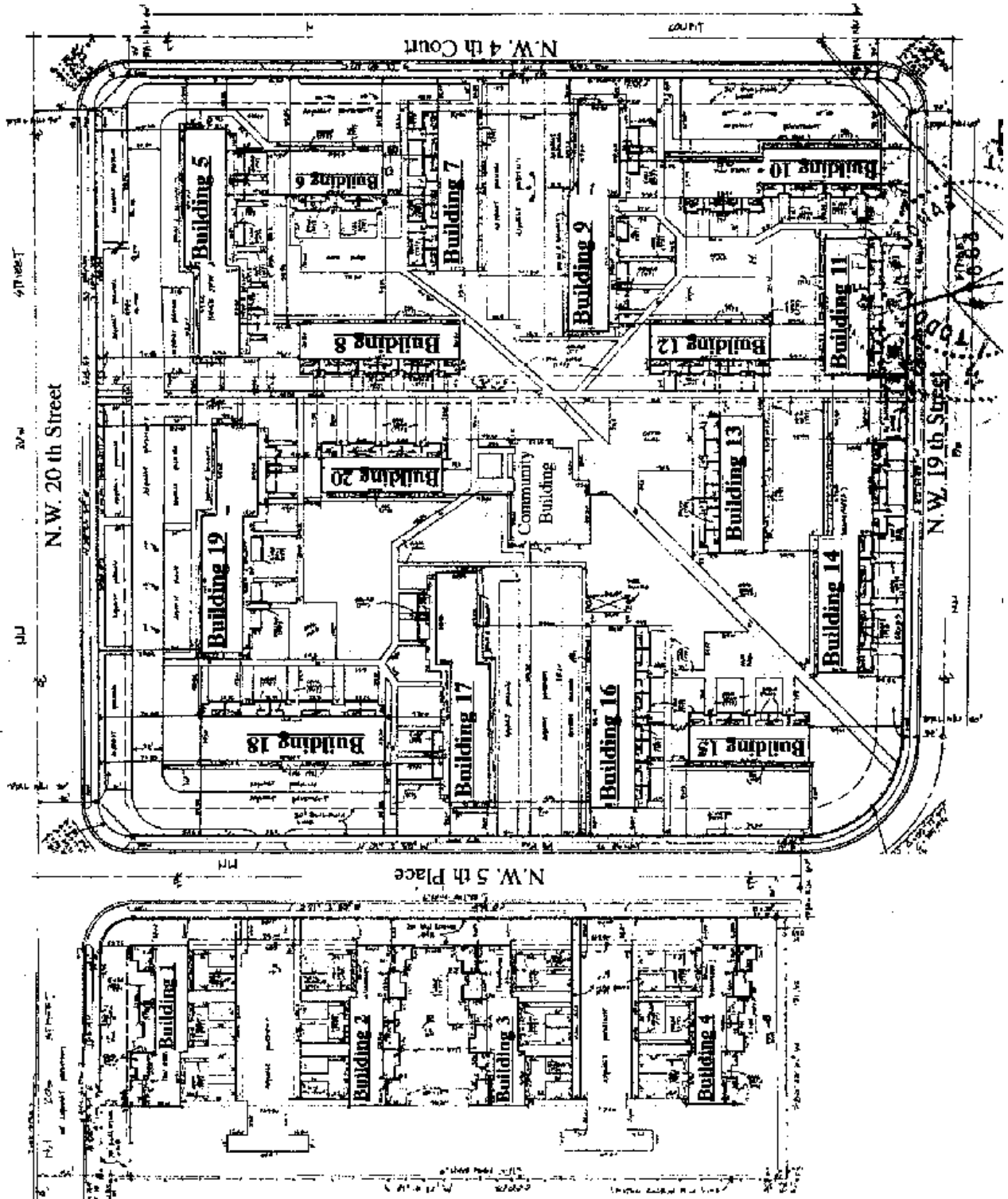
Playground

Sports courts

Clubhouse

Metal fence

BUILDING SKETCH



Attachment: File # 15433 - Exhibit B (15433 : Acquisition of 491 N.W. 19th Street, Unit 358)

THE APPRAISAL PROCESS

Attachment: File # 15433 - Exhibit B (15433 : Acquisition of 491 N.W. 19th Street, Unit 358)

THE APPRAISAL PROCESS

The appraisal of real estate is generally valued by means of one or more of the following approaches:

- (1) The Cost Approach
- (2) The Income Approach
- (3) The Sales Comparison Approach

The Cost Approach

In the Cost Approach, land and building are valued as though they are separate entities. The land value is first estimated as if vacant. Then, by consulting various cost services, local building contractors and knowledge of construction costs, the replacement cost new of the building is estimated. Accrued depreciation from all sources including physical deterioration, functional and economic obsolescence must be deducted from this cost. The estimated land value is then added to the depreciated cost of the building to give the "**depreciated replacement cost**" of the property.

The Cost Approach is based on the premise that the value of a commodity tends to be set by the cost of acquiring an equally desirable substitute. Applied to real estate, the assumption is that a person would not likely pay more for a property than it would cost him to acquire a suitable site and place an equally desirable building upon it. Costs would include direct cost of construction, indirect costs such as financing costs, land and developer/builder's profit.

The unit being valued is a portion of a larger condominium. The Cost Approach is not applicable to individual condominium units, only to the total condominium; accordingly, the Cost Approach was not utilized.

Income Approach

The Income Approach is based on the premise that the value of a property may be determined by the amount of net income it can reasonably produce over its remaining economic life. The rationale of the approach is that the present worth of a future income stream is equivalent to the value of the property which produces that income.

Four basic steps comprise the Income Approach:

- (1) Estimate the reasonable expectable annual gross income the property will likely produce.
- (2) Deduct an allowance for vacancy and collection loss to arrive at the effective gross income.

- (3) Deduct the annual expense of operation from the effective gross income to arrive at the annual net income.
- (4) Capitalize the annual net income into an indication of value.

The subject property is a single apartment unit in a condominium with multiple units. This type of property is typically purchased by owner/users rather than as rental investments. An Income Approach to Value is therefore not considered applicable for the valuation of the subject property.

The Sales Comparison Approach

The Sales Comparison Approach is an attempt to measure the reactions of typical buyers and sellers. In this approach, a direct comparison is made between the property being appraised and comparable properties which have sold recently. These sales are compared for degrees of comparability such as location, size, age, zoning, time, conditions of sale, financing and other pertinent data which would affect value. Adjustments are made for these factors in order to arrive at a reliable estimate of value.

In this report, sales of condominium apartment units in the subject project are gathered and analyzed.

Reconciliation

After applying the three approaches, three separate indications of value are available for analysis. The indicated values obtained from each approach are correlated into one final conclusion of value. Usually one approach will be considered more significant than the rest, either because of the reliability of the data, or because of the type of property involved. Reconciliation is the process by which each approach is objectively weighed according to its importance.

SALES COMPARISON APPROACH

Attachment: File # 15433 - Exhibit B (15433 : Acquisition of 491 N.W. 19th Street, Unit 358)

SALES COMPARISON APPROACH TO VALUE

This approach to value is a technique in which the Market Value estimate is predicated upon prices paid in actual market transactions of similar properties. These similar, or comparable, transactions (sales) are adjusted to indicate a value to the subject.

The Sales Comparison Approach is a process of analyzing sales of similar recently sold properties in order to derive an indication of the most probable sales price of the property being appraised. The reliability of this approach is dependent upon the availability of comparable sales data, the verification of the sales data, the degree of comparability and the absence of non-typical conditions affecting the sale.

On the following pages there are sales of similar condominium units which have recently sold. Several other sales were considered, but were not included because there was too wide a difference in physical factors, location and time.

In comparing the sales to the subject unit, consideration was given to factors of time, location, physical characteristics and terms and conditions of the sale. The sales were analyzed based on a price paid per square foot of unit area.

SUMMARY OF COMPARABLE CONDOMINIUM UNIT SALES

No.	Unit No.	Date of Sale	Recordation	Sale Price	Seller	Buyer	BR/BA	Size (S.F.)	Price/S.F.
1	365	8/24/22	33355/4089	\$225,000	Eltressa D. Spencer	Mafra LLC	4/1½	1,114	\$201.97
2	273	10/24/22	33447/4021	\$290,000	AMH Investing LLC	1994 NW 5 PL LLC	3/1½	1,056	\$274.62
3	349	11/15/22	33514/4280	\$210,000	ABRS Marketing & Consulting LLC	Juliana Ortiz	2/1	782	\$269.54
4	314	3/10/23	33638/1450	\$245,000	Thelma Reese	Harriet C. Daphins	3/1½	1,026	\$238.79
5	362	3/22/23	33667/525	\$215,000	Keep the Conglomerate Strong	Parrod Invest LLC	2/1	782	\$274.94
6	323	6/28/23	33814/4408	\$233,000	Fly Away 2012 LLC	Sabina Palms Inc.	2/1	782	\$297.95

Attachment: File # 15433 - Exhibit B (15433 : Acquisition of 491 N.W. 19th Street, Unit 358)

ANALYSIS OF SALES

The sales range in unit price from \$201.97 to \$297.95 per square foot of building area. The sales range in time from August of 2022 to June of 2023.

All of the sales are condominium apartment units in the Town Park Plaza North Condominium.

Property Rights

The fee simple interest is the property right being appraised. The comparable sales involved the same or similar type of property rights.

Conditions of Sale

All of the sales were arm's-length transactions. An arm's-length transaction is defined as a transaction freely arrived at in the open market unaffected by abnormal pressure or by the absence of normal competitive negotiation as might be true in the case between related parties.

Financing

The financing of the sales does not indicate any adjustments of their prices for favorable/below market financing.

Dale of Sale (Market Conditions)

The sales range in time from August of 2022 to June of 2023. There appears to have been no change in sale prices in this market area over this period of time.

Location

The sale properties are all located in the same condominium as the subject unit. The locations of sales are considered similar to the location of the subject.

Unit Size

The sales range in unit size from 782 to 1,114 square feet in size. The size of the subject unit, 782 square feet, is within the range of the sizes of the sale units. The sales indicate no difference in price per square foot based on unit size.

Building Age/Condition

The subject condominium was constructed in 1973 and has been renovated. The sale properties have the same building age as the subject. The ages and conditions of the sale properties are considered similar to the subject.

Conclusion

The sales range in unit price from \$201.97 to \$297.95 per square foot of building area. The sales range in time from August of 2022 to June of 2023.

The sales are all located in the same condominium as the subject unit. The sales occurred in 2022 and 2023. The sales do not require any major adjustments. Sales 5 and 6 were given primary emphasis in the final analysis. Sales 5 and 6 are the most recent sales and are the same size and floor plan as the subject unit.

Based on the above analysis, the subject property is estimated to have a value of \$285.00 per square foot of adjusted building area.

782 Square Feet x \$285.00 per Square Foot = \$222,870

Market Value Indication (Rounded) \$223,000

Attachment: File # 15433 - Exhibit B (15433 : Acquisition of 491 N.W. 19th Street, Unit 358)

RECONCILIATION & VALUE CONCLUSION

Attachment: File # 15433 - Exhibit B (15433 : Acquisition of 491 N.W. 19th Street, Unit 358)

RECONCILIATION AND VALUE CONCLUSION

The reconciliation of the data and indicated value estimates is the final step in the appraisal process. Sufficient data has been assembled and analyzed for the purpose of judging the reactions of typical purchasers in the market place.

In this report, the three accepted appraisal techniques were considered. The value estimates indicated by these approaches resulted in the following:

Cost Approach to Value	Not Applicable
Income Approach to Value	Not Applicable
Sales Comparison Approach to Value	\$223,000

Cost Approach to Value

The Cost Approach has the most applicability and will generally result in a truer estimate of value when the building improvements are new and accrued depreciation need not be estimated.

Since the subject property is a condominium unit that includes a percentage of common elements, the Cost Approach is not considered applicable for the valuation of the subject.

Income Approach to Value

The data in this approach as to the quality, quantity and durability of the income is considered good. The income and expenses are based on the income and expenses of the subject property and from information from comparable properties.

Net Income is capitalized by means of a direct capitalization method with an overall rate derived from market sales, market surveys and a Band of Investment Technique.

Condominium apartment units in the subject market area are generally owner occupied and not purchased as rental investments.

Because the subject property is a condominium unit in a market area of primarily owner occupied units, this approach to value is not considered applicable for the valuation of the subject.

Sales Comparison Approach to Value

In reference to the Sales Comparison Approach, consideration has been given to sales that have taken place in the real estate market. These sales are analyzed and adjusted to the subject to reflect a market value estimate of the subject.

The quality of the market sales in this approach to value is considered good. The comparable sale properties are all condominium apartment units in the same condominium as the subject unit. Considering the quality of these sales, this approach to value is given primary emphasis in the final analysis.

Final Conclusion

In the reconciliation process, the greatest weight should be given to the approach or approaches which produce the highest degree of confidence and which has been processed with a minimum of assumptions. Of equal importance are the reasonableness of the data and the reliability of the data.

In consideration of the above, and for the reasons and conclusions contained herein, the Market Value of the subject property as of October 30, 2023 was estimated at:

TWO HUNDRED TWENTY-THREE THOUSAND DOLLARS

\$223,000

ADDENDA

Attachment: File # 15433 - Exhibit B (15433 : Acquisition of 491 N.W. 19th Street, Unit 358)

ASSUMPTIONS AND LIMITING CONDITIONS

This Appraisal Report has been made with the following general assumptions:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
5. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
6. If no survey has been furnished to the appraiser, all measurements have been confirmed either in the field, in the plat book or by other reliable sources and are presumed to be accurate.
7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless noncompliance is stated, defined and considered in the Appraisal Report.
9. It is assumed, unless a study has been provided otherwise, that no hazardous material such as asbestos, urea formaldehyde or other toxic waste exists in the property. The existence of a potentially hazardous material could have a significant effect on the value of the property.

10. In reference to proposed construction, the real estate taxes and other expenses are estimated. These amounts are not guaranteed.
11. It is assumed in the valuation of the subject land site, unless a compliance letter has been furnished to us, that the State of Florida Growth Management Act does not prevent the issuance of a building permit.
12. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
13. It is assumed that the utilization of the land and improvements is within the boundaries of property lines of the property described and that there is no encroachment or trespass unless noted in the report.

This Appraisal Report has been made with the following general limiting conditions:

1. The distribution, if any, of the total valuation of this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
2. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
3. The appraiser herein by reason of this appraisal is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
4. Neither all nor any part of the contents of this report (**especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected**) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

QUALIFICATIONS OF THE APPRAISER

THOMAS F. MAGENHEIMER

Experience:

11/84 - Present **QUINLIVAN APPRAISAL, P.A.**
 7300 N. Kendall Drive, Suite 530
 Miami, Florida

Currently president of Quinlivan Appraisal, P.A., a Real Estate Appraising and Consulting Firm, established in 1964.

Education:

University of Richmond, Richmond, Virginia
 BA - Bachelor of Arts in History (1982)

Professional Affiliations:

Member of the Appraisal Institute (MAI No. 09166)
 Real Estate Salesman - State of Florida - Certificate No. 0344882
 Certified General Appraiser, State of Florida, License No. RZ 553
 Member Sigma Alpha Epsilon Fraternity

Qualified as an Expert Witness in the Following Courts:

Miami-Dade and Broward County Circuit Courts
 United States Bankruptcy Court

Other Activities:

Admissions Committee - South Florida-Caribbean Chapter of the Appraisal Institute - (1992)
 Newsletter Editor - South Florida-Caribbean Chapter of the Appraisal Institute - (1991 - 1995)
 President - South Florida-Caribbean Chapter of the Appraisal Institute - (1996)
 Board of Trustees - Palmer-Trinity School (1989 - 1993)

Quinlivan Appraisal has prepared Appraisal Reports for the following:

Institutions and Corporations:

AT&T
 Archdiocese of Miami
 Atlantic Security Bank
 The Bank of America
 Bank United
 Barry University
 Bessemer Trust Company
 California Bank and Trust
 Chevron Oil Company
 Chase Manhattan Bank
 Chemical Bank
 Citibank
 Citrus Bank
 City National Bank of Miami
 Coamerica Bank
 Coconut Grove Bank
 Commerce Bank
 Commercial Bank of Florida
 Consolidated Bank
 County National Bank
 Eagle National Bank
 Eastern National Bank
 Equitable Bank
 Espirito Santo Bank
 Farm Credit of South Florida
 Fidelity Bank
 First International Bank
 First National Bank of South Miami
 Florida International University
 First Nationwide Bank
 Florida Memorial College
 Florida Power and Light Company
 Florida Rock Industries
 Great Eastern Bank of Florida
 Greyhound Lines
 HSBC
 Hemisphere National Bank
 Intercontinental Bank
 International Bank of Miami, N.A.

LaSalle National Bank
 Marine Midland Bank
 McDonalds Corp.
 Mellon United National Bank
 Metro Bank
 Miami-Dade County Community College
 Miami-Dade Water and Sewer Authority
 Northern Trust Bank of Florida
 Ocean Bank
 Pacific National Bank
 Pan American Bank
 Shell Oil Company
 South Trust Bank
 SunTrust Bank
 TotalBank
 Trade National Bank
 Trust for Public Lands
 UniBank
 Union Planters National Bank
 University of Miami
 Wachovia
 Wal-Mart
 YMCA

Governmental Agencies:

City of Aventura
 City of Coral Gables
 City of Doral
 City of Florida City
 City of Hialeah
 City of Homestead
 City of Miami
 City of Miami Parking Authority
 City of Miami Beach
 City of Miramar
 City of North Bay Village
 City of North Miami
 City of North Miami Beach
 City of South Miami
 City of Sunny Isles Beach
 Miami-Dade County Aviation Department
 Miami-Dade County Department of Development & Facilities Management
 Miami-Dade County HUD

Miami-Dade County Property Appraisal Adjustment Board
 Miami-Dade County Public Schools
 Miami-Dade County Public Works Department
 Miami-Dade County Transportation Administration
 Miami-Dade Water & Sewer Department
 South Florida Water Management District
 State of Florida, Attorney General’s Office
 State of Florida, Department of Community Affairs
 State of Florida, Department of Corrections
 State of Florida, Department of Environmental Protection
 State of Florida, Department of Insurance
 State of Florida, Department of Rehabilitation and Liquidation
 State of Florida, Department of Transportation
 Town of Golden Beach
 United States Army Corps of Engineers
 United States Department of Justice
 United States Department of Commerce
 United States Department of the Interior
 United States General Services Administration
 Village of Islamorada
 Village of Key Biscayne
 Village of Pinecrest

Law Firms:

Akerman Senterfitt
 Greenberg, Traurig
 Daniels, Kashton, Downs and Robertson
 Holland and Knight, LLP
 Shutts & Bowen
 Ruden McClosky, LLP
 Steel, Hector & Davis, LLP
 Weiss, Serota, Helfman, Pastoriza, Guedes, Cole and Boniske, P.A.

Types of Properties Appraised:

Single Family Residences	Vacant Land
Apartment Buildings	Hotel/Motels
Office Buildings	Warehouses
Retail Stores	Nursing Homes
Shopping Centers	Mobile Home Parks
Condominium Apartment Buildings	Schools
Golf Courses	Service Stations
Residential Subdivisions	Marinas
Automobile Dealerships	Wetlands

Attachment: File # 15433 - Exhibit B (15433 : Acquisition of 491 N.W. 19th Street, Unit 358)

SEOPW Board of Commissioners Meeting
January 25, 2024

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

To: Board Chair Christine King and Members of the CRA Board Date: January 18, 2024 File: 15435

Subject: 4/5ths Bid Waiver for Arts and Culture



From: James McQueen
Executive Director

Enclosures: File # 15435 - Exhibit A
File # 15435 - Exhibit B
File # 15435 - Bid Waiver Memo
File # 15435 - Notice to the Public

BACKGROUND:

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”) with attachments 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 aggregate amount not to exceed One Hundred Thirty-Three Thousand Three Hundred Seventy-One Dollars and Zero Cents (\$133,371.00)(“Funds”), to the organizations, (Dunns-Josephine, Incorporated; Gateway Airport Concessions, Inc.; Haynes Harbour Group, Inc.; and The Miami-Dade North Arts and Humanities Foundation, Inc.) (the “Organizations”) more particularly defined in Exhibit “A” attached and incorporated provide programs which preserve the rich history of the redevelopment area by bringing culture and art initiatives which will create jobs and connect communities (“Purpose”). The Organizations listed in Exhibit “A,” attached and incorporated have completed applications and requested funding to assist with arts and cultural programs, as described in their respective proposals as set forth in Exhibit “B”.

JUSTIFICATION:

WHEREAS, Section 2, Goal 1 of the Plan, provides for the preservation of cultural heritage, “by incorporating the cultural arts as a critical component of economic development” as a stated redevelopment goal; and

WHEREAS, Section 2, Goal 4 of the Plan, provides for the creation of jobs within the community and cultural ventures that will provide life sustaining jobs to residents, as a stated redevelopment goal; and

WHEREAS, Section 2, Goal 6 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

FUNDING:

\$133,371.00 allocated from Grants and Aids” Account No. 10050.920101.883000.0000.00000.

FACT SHEET:

Company names and funding request(s):

Dunns-Josephine, Incorporated	\$14,178.00
Gateway Airport Concessions, Inc.	\$25,000.00
Haynes Harbour Group, Inc.	\$8,268.00
The Miami-Dade North Arts and Humanities Foundation, Inc.	\$85,925.00

Scope of work or services (Summary): Programs which preserve the rich history of the redevelopment area by bringing culture and art initiatives which will create jobs and connect communities.

**AGENDA ITEM
FINANCIAL INFORMATION FORM**

SEOPW CRA

CRA Board Meeting Date: January 25, 2024

CRA Section:

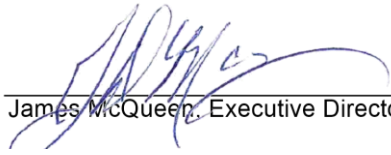
Brief description of CRA Agenda Item:

Authorizing the allocation of funds in the amount not to exceed \$133,371 to the following grantees: Dunns – Josephine, Incorporated, Gateway Airport Concessions, Inc., Haynes Harbour Group, Inc. and Miami-Dade Norths Arts and Humanities Foundation, Inc.

Project Number (if applicable):		
YES, there are sufficient funds in Line Item:		
Account Code: <u>10050.920101.883000.0000.00000</u> Amount: \$ <u>133,371.00</u>		
NO (Complete the following source of funds information):		
Amount budgeted in the line item:	\$	
Balance in the line item:	\$	
Amount needed in the line item:	\$	
Sufficient funds will be transferred from the following line items:		
ACTION	ACCOUNT NUMBER	TOTAL
Project No./Index/Minot Object		
From		\$
To		\$
From		\$
To		\$

Comments:

Approved by:



James McQueen, Executive Director 1/18/2024

Approval:



Miguel A. Valentin, Finance Officer 1/18/2024



Southeast Overtown/Park West Community Redevelopment Agency

File Type: CRA Resolution

Enactment Number:

File Number: 15435

Final Action Date:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY (“SEOPW CRA”), WITH ATTACHMENT(S), 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 WERE 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 SAID PROCEDURES; RETROACTIVELY AUTHORIZING THE DISBURSEMENT OF FUNDS FROM THE SEOPW CRA TAX INCREMENT FUND, “OTHER GRANTS AND AIDS” ACCOUNT NO. 10050.920101.883000.0000.00000 IN AN AGGREGATE AMOUNT NOT TO EXCEED ONE HUNDRED THIRTY-THREE THOUSAND THREE HUNDRED SEVENTY ONE DOLLARS AND ZERO CENTS (\$133,371.00) (“FUNDS”), UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION, TO THE ORGANIZATIONS SET FORTH IN EXHIBIT “A”, ATTACHED IN INCORPORATED HEREIN, SUBJECT TO THE AVAILABILITY OF FUNDS, FOR THE PRESERVATION OF HISTORICAL CULTURAL HERITAGE BY SUPPORTING THE CULTURE AND ARTS PROGRAMS (“PURPOSE”) ; 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, Section 2, Goal 6 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, the organizations (Dunns-Josephine, Incorporated; Gateway Airport Concessions, Inc.; Haynes Harbour Group, Inc.; and The Miami-Dade North Arts and Humanities Foundation, Inc.) (the “Organizations”), more particularly defined in Exhibit “A”, attached and incorporated herein, provided programs which preserve the rich history of the redevelopment area by bringing culture and art initiatives to connect the community (“Purpose”); and

WHEREAS, the Organizations completed applications and requested funding to assist with arts and cultural programs, as described in their respective proposals as set forth in Exhibit “B,” attached and incorporated herein; and

WHEREAS, the Organizations' missions aligned with the Purpose stated herein; and

WHEREAS, the Executive Director seeks ratification, approval and confirmation for expenditure of funds in the aggregate amount not to exceed One Hundred Thirty-Three Thousand Three Hundred Seventy-One Dollars and Zero Cents (\$133,371.00) ("Funds"), to the Organizations and in the respective amounts as set forth in Exhibit "A"; 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 retroactively 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 to retroactively authorize the Executive Director expend the Funds to the Organizations set forth in Exhibit "A," 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 were 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 is ratified, approved, and confirmed.

Section 3. The Board of Commissioners hereby retroactively ratifies, approves, and confirms the disbursement of Funds from the SEOPW CRA "Other Grants and Aids", Account Code No. 10050.920101.883000.0000.00000 in an aggregate amount not to exceed One Hundred Thirty Three Thousand Three Hundred Seventy One Dollars and Zero Cents (\$133,371.00) to the Organizations for the Purpose stated herein.

Section 4. Sections of this Resolution may be renumbered or re-lettered and correction of typographical errors which do not affect the intent may be authorized by the Executive Director, or the Executive Director's designee, without need of a public hearing, by filing a corrected copy of the same with the SEOPW CRA Board Clerk.

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

 Vincent T. Brown, Staff Counsel

1/18/2024

Exhibit “A”

Organizations

Dunns-Josephine, Incorporated	\$14,178.00
Gateway Airport Concessions, Inc.	\$25,000.00
Haynes Harbour Group, Inc.	\$8,268.00
The Miami-Dade North Arts and Humanities Foundation, Inc.	\$85,925.00

Total Allocation for Culture and Arts Grants: \$133,371.00

Attachment: File # 15435 - Exhibit A (15435 : 4/5ths Bid Waiver for Arts and Culture)

Exhibit "B"

Proposals

Dunns-Josephine, Incorporated

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

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

Date: January 25, 2024 File:

Subject: 4/5ths Bid Waiver to Dunns-Josephine,
Incorporated 2023 events during Soul Basel

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, retroactively 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 Fourteen Thousand One Hundred Seventy Eight Thousand Dollars and Zero Cents (\$14,178.00) ("Funds"), to support Dunns-Josephine, Incorporated a Florida for-profit corporation ("Dunns-Josephine"). Dunns-Josephine has requested funds from the SEOPW CRA to create The Art of Black Economics exhibit, Black Beauty Pop-Up exhibit, and Movie Night ("Purpose"). The event will take place during Soul Basel to showcase the original cash register saved from the Rosewood Massacre, depict the success of the black business through the Jim Crow Era, Sunlight School of Beauty Culture regarding economic and honor legendary Overtown women in business, including local artist, and engage the audience by providing historical facts.

JUSTIFICATION:

WHEREAS, Section 2, Goal 5, at page 11 of the Plan lists the "[p]romotion and marketing of the community" as a stated redevelopment goal; and

WHEREAS, Section 2, Principle 6, at page 15 of the Plan lists the promotion of "local cultural events, institutions, and businesses" as a stated redevelopment principle; and

WHEREAS, Section 2, Principle 14, at page 16 of the Plan also lists "restor[ing] a sense of community and unify[ing] the area culturally" as a stated redevelopment principle; and

FUNDING:

\$14,178.00 to be allocated from SEOPW Tax Increment Fund, entitled "Other Grants and Aids, Account Code No. 10050.920101.883000.0000.00000.

FACT SHEET:

Company name: Dunns-Josephine, Incorporated

Address: 1028 N.W. 3rd Avenue, Miami, FL 33136

Funding request: \$14,178.00

Scope of work or services (Summary): Created the Art of Black Economics exhibit, Black Beauty Pop-Up exhibit, and Movie Night (“Purpose”). The event will take place during Soul Basel to showcase the original cash register saved from the Rosewood Massacre, depicts the success of black business through the Jim Crow Era, Sunlight School of Beauty Culture regarding economic and honors legendary Overtown women in business, include local artist, and engage the audience by providing historical facts.

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, RETROACTIVELY 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 DISBURSEMENT OF FUNDS, UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION, SUBJECT TO THE AVAILABILITY OF FUNDING, FROM THE GRANTS AND AIDS" ACCOUNT NO. 10050.920101.883000.0000.00000, IN AN AMOUNT TO NOT EXCEED FOURTEEN THOUSAND ONE HUNDRED SEVENTY EIGHT THOUSAND DOLLARS AND ZERO CENTS (\$14,178.00) (“FUNDS”) TO DUNNS-JOSEPHINE, INCORPORATED, A FLORIDA FOR-PROFIT CORPORATION (“DUNNS-JOSEPHINE”), TO CREATE THE ART OF BLACK ECONOMICS OUT OF THE ASHES AND BLACK BEAUTY AS AN ACT OF RESISTANCE POP-UP ART EXHIBITION EVENTS (“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, Section 2, Principle 14, of the Plan also lists "restor[ing] a sense of community and unify[ing] the area culturally" as a stated redevelopment principle; and

WHEREAS, the Executive Director finds that ratification, approval, and confirm this Resolution would further the SEOPW CRA redevelopment goals and objectives; and

WHEREAS, Dunns-Josephine, Incorporated, a Florida for-profit corporation (“Dunns-Josephine”), ratifying and approving Fourteen Thousand One Hundred Seventy-Eight Thousand Dollars and Zero Cents (\$14,178.00) (“Funds”) for The Art of Black Economics Out of the Ashes and Black Beauty as an Act of Resistance Pop-Up Art Exhibition events (“Purpose”); and

WHEREAS, the event took place during Soul Basel to showcase the original cash register saved from the Rosewood Massacre, depicts the success of black business through the Jim Crow Era, Sunlight School of Beauty Culture regarding economic and honor legendary Overtown women in business, include local artist, and engage the audience by providing historical facts; and

WHEREAS, Dunns-Josephine has received support to assist with the Art of Black Economics Out of the Ashes exhibit from Marvin Dunn, a historian and the first African American male to purchase property in Rosewood, Martinique Lewis, Chief Executive Office of ABC Travel Greenbook to assist with marketing and promoting the event, D.A. Dorsey who provided space and in-kind donation of Five Hundred Dollars and Zero Cents (\$500.00) for the development of the Sunlight School of Beauty Culture exhibition; 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 retroactively 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 retroactively authorize the Executive Director to negotiate and execute any and all agreements necessary, all in forms acceptable to the General Counsel, with Dunns-Josephine, Incorporated, a Florida for-profit for the provision of grant funds in an amount not to exceed Fourteen Thousand One Hundred Seventy Eight Thousand Dollars and Zero Cents (\$14,178.00) ("Funds") subject to the availability of funds;

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 for Dunns-Josephine Purpose stated herein.

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

Section 5. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the Executive Director, or the Executive Director's designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.

Section 6. This Resolution shall become effective immediately upon its adoption.

**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: January 25, 2024

File:

Subject: Request to waive competitive sealed bidding methods pursuant to City Code 18-85(a) to Dunns-Josephine, Incorporated a Florida for-profit corporation

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, retroactively 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 Fourteen Thousand One Hundred Seventy Eight Thousand Dollars and Zero Cents (\$14,178.00) ("Funds"), to support Dunns-Josephine, incorporated a Florida for-profit corporation ("Dunns-Josephine"). Dunns-Josephine has requested funds from the SEOPW CRA to create The Art of Black Economics exhibit, Black Beauty Pop-Up exhibit, and Movie Night ("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

Christine King
Board Chair



James McQueen
Executive Director

Southeast Overtown/Park West Community Redevelopment Agency

NOTICE OF PUBLIC HEARING

The Board of Commissioners ("Board") of the Southeast Overtown/ Park West Community Redevelopment Agency ("SEOPW CRA") will hold a Public Hearing on Thursday, January 25, 2024, 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 ratifying, retroactively approving of funding to **Dunns - Josephine, Inc.** a Florida for-profit corporation ("Dunns-Josephine") will create The Art of Black Economics exhibit, Black Beauty Pop-Up exhibit, and Movie Night ("Purpose") in addition to a Revocable License Agreement to temporarily allow the use of certain properties within the SEOPW CRA redevelopment area.

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 requesting Fourteen Thousand One Hundred Seventy Eight Thousand Dollars and Zero Cents (\$14,178.00) ("Funds") the event will take place during Soul Basel to showcase the original cash register saved from the Rosewood Massacre, black business through the Jim Crow Era, Sunlight School of Beauty Culture regarding economic and honors legendary Overtown women in business, including local artists, and engage the audience by providing historical facts.

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 on Thursday, January 25, 2024, 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.

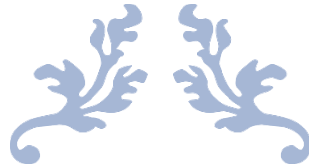
All comments and questions with respect to the meeting and remote public participation should be addressed to James McQueen, Executive Director, at 819 N.W. 2nd Avenue, 3rd Floor, Miami Florida 33136 (305) 679-6800. Should any person desire to appeal any decision of the Board with respect to any matter 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), not later than two (2) business days prior to the proceeding. TTY users may call 711 (Florida Relay Service), not later than two (2) business days prior to the proceeding.

(SEOPW CRA Seal)
Ad No.

Todd B. Hannon
Clerk of the Board

Attachment: File # 15435 - Exhibit B (15435 : 4/5ths Bid Waiver for Arts and Culture)



DUNNS JOSEPHINE, INC

Proposal to the South-East Overtown Park West
Community Redevelopment Association



Nov 9, 2023, DUNNS JOSEPHINE, INC
1028 NW 3 Ave Miami, Florida 33136
Contact Metris Batts (305)785-4309.
Mbatts@Dunns-Jospehinehotel.com

Attachment: File # 15435 - Exhibit B (15435 : 4/5ths Bid Waiver for Arts and Culture)

Metris Batts
Chief Operating Officer
Dunns Josephine Hotel
1028 NW 3 Ave.
Miami, FL. 33136
Mbatts@Dunns-Josephinehotel.com 305.785.4309

Revised on 11/9/2023.

South-East Overtown Park West
Community Redevelopment Corporation
819 NW 2 Ave.
Miami, Florida 33136
Subject: Funding Proposal for the 2023 Soul Basel

Dear Mr. McQueen,

We are writing to submit funding proposals on behalf of Dunns Josephine, Inc. for the 2023 Soul Basel in the Historic Overtown Neighborhood.

We are aware of the Mission of the to enhance the quality of life of residents by expanding the tax base, creating job opportunities, promoting economic growth and fostering safe neighborhoods.

We believe that our programming is specifically aligned with several of the goals and principles outlined in the 2018 Redevelopment Plan. Please find enclosed the following detailed proposal and budget.

Sincerely,

Metris Batts and Kristin Kitchen

Overview

Historic Overtown is known for its vibrant arts, culture, and storied history. Today, Historic Overtown has become a cultural and art epicenter, particularly during the Soul Basel in Miami, Florida. The Dunns Josephine's proposed programs will run during Soul Basel Overtown in Overtown and the Art Basel Miami, the most significant art fair in the world. During this art season, Historic Overtown lives out the true meaning of being a cultural and art destination where creativity and artistic expression with artists, musicians, and exhibitions flourish in the neighborhood.

The Dunns Josephine proposes to host five (5) events using various art forms, such as art exhibitions, music, education, and the visual arts, contributing to CRA's development plan and Soul Basel Overtown's cultural and intellectual awakening. The Dunns Josephine has become the neighborhood's cultural institution and plays an essential role in alignment with the CRA's development plan to provide Cultural Revitalization, Economic Growth, and Community Engagement. The Dunns Josephine art exhibitions will encourage community involvement and engagement, dialogues, and discussion on economic growth and cultural renewal that directly support SEOPW CRA's strategy to empower residents and stakeholders in the redevelopment process.

Proposed Programs

1. **The ART of BLACK ECONOMICS Out of the ASHES Exhibition:** Depicts the success of black businesses thriving through the Jim Crow Era in Florida primarily and with other cities where massacres happened across the country during that time. Considering the national spotlight being placed on Florida and with the attempted erasure and distortion of black history in Florida, the world is looking. This exhibition runs from December 1- December 30, 2023- **Highlighted for Basel with event based exhibitions Dec 4-7th 2023**
2. **Black Beauty as an Act of Resistance:** This program is designed to educate the community and tourist about the significant contribution of the Sunlight School of Beauty to the empowerment of black women through our Miami from the 30s-70s. This cultural institution was one of the backbones that supported black economics and black women throughout the Jim Crow era. Black Beauty as an Act of Resistance will consist of exhibitions that display historic artifacts used in the school that promoted social and political change and in shaping the cultural, political and economic landscape for African Americans today. It will also consist of a 3 day collaboration with the Black Hair Experience, a national pop-up travelling art pop up exhibition from **Dec 7th-Dec 10th 2023**. The Black Hair Experience will also be in collaboration with Girl Power to bring young girls in Overtown to the Pop up in the backyard. The Black Beauty as an act of Resistance is an ongoing exhibition at the Dunns-Josephine.

A Pop-Up Gallery will educate and honor the legendary women from the Sunlight School of Beauty and will highlight the Julius Family and D.A. Dorsey who gave the Sunlight School of Beauty the initial 500.00 needed to start the company. Discussion will be held with several women who were interviewed highlight their stories beauty salons and the businesses in our community during that time.

3. **Harlem Renaissance Flash Mob and Photo Shoot** is a true community event for local businesses and residents. The event host an energetic flash mob to reenact the Charleston dance, The Charleston is said to be based on the "Juba," a dance brought to Charleston by enslaved African Americans performed by dock workers in the early 1900's. This intergenerational physical

activity involving all ages and abilities will bring community residents tighter from all ages . (Dec 3rd 2023)

4. **Overtown Speakeasy Wednesday** - The music scene is particularly important to revitalization of Historic Overtown in shaping the cultural landscape. Speakeasy Wednesday SOULBASEL NIGHT: Recreate the ambiance of the Harlem Renaissance with evenings of music, dancing, and mocktails and cocktails, creating a lively and immersive experience. "Speakeasy Wednesday" serves as both a cultural and community-building event, rekindling the spirit of the Harlem of the South". This aligns seamlessly with the Overtown CRA's 2018 redevelopment plan by preserving culture, revitalizing the arts, engaging the community and supporting local talent. (Dec 6th 2023)

5. **Movie Night** will be held on Dec 1st 2023 and we will show John Singleton's movie "Rosewood" in preparation of the exhibition to the community.

By offering a family-friendly entertainment option, the event contributes to the SEOPW CRA's objective of improving the overall well-being of Overtown's residents, especially families with children. Additionally, hosting such events in a hotel's backyard can stimulate economic activity in the area. It may attract tourists and visitors to Overtown, thus supporting local businesses and potentially creating job opportunities, which aligns with the SEOPW CRA's economic development initiatives. Furthermore, promoting family-friendly activities contributes to the SEOPW CRA's aim of creating a safe and inclusive environment for all residents, aligning with their commitment to community safety and well-being. In conclusion, hosting a movie night in the hotel's backyard for family-friendly movies aligns with the Overtown CRA's community development plan for 2018 by fostering community engagement, improving the quality of life, stimulating economic activity, and promoting a safe and inclusive environment in Overtown.

Benefits and Impact:

With the CRA's support, we anticipate several significant outcomes:

- **Enhanced Visibility:** Effective promotional materials will raise awareness of our capabilities and attract event organizers seeking a unique and culturally rich venue.
- **Collaboration:** Clear branding will facilitate partnerships with neighboring businesses, strengthening the local economic ecosystem.
- **Cultural Contribution:** By hosting small special events, we contribute to the cultural vibrancy of the Overtown Neighborhood and attract visitors.
- **Economic Growth:** Our efforts will further stimulate economic growth by drawing attendees to our hotel and encouraging them to explore local businesses.

Throughout this proposal, Dunns Josephine Hotel aims is to create a year-round cultural hub that celebrates the history, art, and community of the Historic Overtown Neighborhood. We anticipate that these events and activities will foster connections, preserve heritage, and enrich the lives of residents and visitors alike.

Evaluation and Success Measures: The evaluation process is designed in the spirit of community

empowerment and self-renewal. We plan to use the open-systems evaluation approach, the method which promotes monitoring of each program to maximize its anticipated results within the context of its contribution to the total effort. We will monitor the following:

- How many individuals attend?
- Observational reports of what went on (diary, video documentary, observation tools).
- Self-assessment by participants.
- Other assessments (, community resident feedback)
- Success measures reflecting Increased community engagement in events and activities; Positive feedback and testimonials from participants; Growth in the hotel's reputation as a cultural and social center; Measurable increase in foot traffic and local engagement

Budgets Requests

Budget for Art of Black Economics Exhibition					
description	category	quantity	unit cost	Dunns	CRA REQUEST
Tents and table and chair rental (3 Days)	Event	1	5,000.00	5,000	
Digital Marketing	Event	1	3,000.00	3,000	
Print and Promotional Materials	Event	1	2,200.00	2,200.00	
Event Signage and Décor	Event	1	500.00	500.00	
photographer and videographer	Event	3	500.00	500.00	
Security per day	Event	3	200.00	200.00	
Sound and Lighting	Event	1	1,800.00		1,800.00
Artist Installation- (includes stump removal and leveling of backyard in preparation of installing the tents and safe walking	Event	10	1,000.00		10,000.00
Total Expense			24,600.00	12,800.00	11,800.00

BLACK BEAUTY POP UP EXHIBIT Expenses						
description	category	quantity	unit cost	amount	Dunns	CRA REQUEST
Vintage Hair Dryer (purchase) Location		1	1,000.00	1,000.00	1,000.00	
Vintage Shampoo Bowl (Purchase) Location		1	1,000.00	1,000.00	1,000.00	
Digital Marketing		1	1,200.00	1,200.00	1,200.00	
Printed Promotional Material Program		1	1,000.00	1,000.00	1,000.00	
Videographer/ Photographer Program		2	500.00	1,000.00	1,000.00	1,000.00
Signage Location		1	500.00	500.00	500.00	
Street Marker (2 nd & 10 th) Location		1	1,000.00	1,000.00	1,000.00	
Guest Speaker 3 / Curator Program		3	500.00	1,500.00		
Total Expenses				8,200.00	7,200.00	1,000.00

Attachment: File # 15435 - Exhibit B (15435 : 4/5ths Bid Waiver for Arts and Culture)

Flash Mob and Photo Shoot Expenses NO CRA SPONSORSHIP

4.2.b

description	category	quantity	unit cost	amount	Dunns	CRA Request
City of Miami/ MDC Permit	Location		800.00	800.00	800.00	0
Dance Choreographer	Event	1	700.00	700.00	700.00	0
Rehearsal and photo shoot	Event	1	500.00	500.00	500.00	0
Mobile DJ (rental)	Event	1	500.00	400.00	400.00	0
Props (rental)	Event	1	400.00	400.00	400.00	0
Videographer and Photographer	Event	2	500.00	1,000.00	1,000.00	0
Security	Event	2	200.00	400.00	400.00	0
Total Expense				4,200.00	4,200.00	0

Speakeasy Expenses NO CRA SPONSORSHIP

description	category	quantity	unit cost	Dunns	CRA REQUEST
Digital Marketing	Event	1	200.00	200.00	0
photo station and 360 station rental	Event	1	1,200.00	1,200.00	0
Live Entertainment	Event	1	1,000.00	1,000.00	0
Souvenir glasses	Event	1	800.00	800.00	0
Sound System and Rental Tech	Event	1	500.00	500.00	0
Security	Event	2	100.00	200.00	0
Total Expense			3,800.00	3,800.00	0

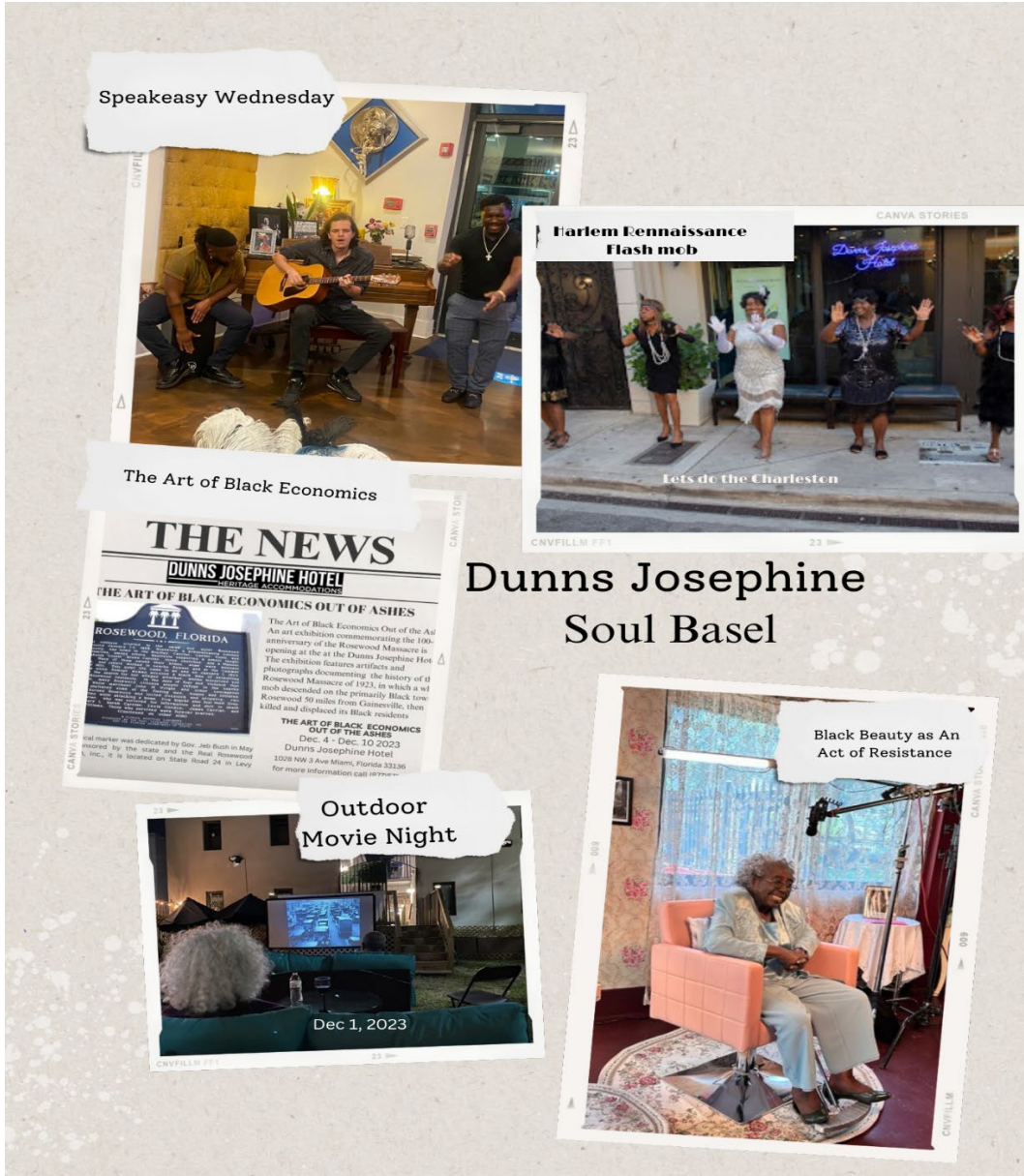
Attachment: File # 15435 - Exhibit B (15435 : 4/5ths Bid Waiver for Arts and Culture)

Movie Night Expenses					
description	category	quantity	unit cost	Dunns	CRA REQUESTED
Movie Screening Permission	Event	1	400.00		400.00
Outdoor Movie Projector (Purchase)	Event	1	479.00		479.00
14 ft Movie Screen (Purchase)	Event	1	199.00		199.00
Popcorn Machine (purchase)	Event	1	300.00		300.00
Promotional materials	Event (1	200.00	200.00	200.00
Furniture rental	Event	1	500.00	500.00	500.00
Total Expense			2078.00	700.00	1,378.00

Total Budget \$50,078.00

Events	Budget/Expense
The ART of BLACK ECONOMICS Out of the ASHES	24,600.00
Black Beauty as an Act of Resistance	8,200.00
Harlem Renaissance Flash Mob and Photo Shoot	4,200.00
Speakeasy	3,800.00
Movie Night	2,078.00
Additional staffing for all events	7,200.00
Total Expenses for Soul Basel/ Art Week	50,078.00
Amount covered by the Dunns-Josephine, Inc.	35,900.00
Total Amount requested from the CRA	14,178.00

Attachment: File # 15435 - Exhibit B (15435 : 4/5ths Bid Waiver for Arts and Culture)



Speakeasy Wednesday

Hartem Ennaissance Flash mob

The Art of Black Economics

Dunns Josephine Soul Basel

THE NEWS
DUNNS JOSEPHINE HOTEL
 HERITAGE ACCOMMODATIONS

THE ART OF BLACK ECONOMICS OUT OF ASHES
ROSEWOOD, FLORIDA

The Art of Black Economics Out of the Ashes is an art exhibition commemorating the 100th anniversary of the Rosewood Massacre. The exhibition features artifacts and photographs documenting the history of the Rosewood Massacre of 1923, in which a mob descended on the primarily Black town of Rosewood 50 miles from Gainesville, then killed and displaced its Black residents.

THE ART OF BLACK ECONOMICS OUT OF THE ASHES
 Dec. 4 - Dec. 10 2023
 Dunns Josephine Hotel
 1028 NW 3 Ave. Ft. Myers, Florida 33936
 For more information call 888-222-2222

Historical marker was dedicated by Gov. Jeb Bush in May 2005. The marker is located on State Road 24 in Levy County, Florida.

Outdoor Movie Night

Dec 1, 2023

Black Beauty as An Act of Resistance

Attachment: File # 15435 - Exhibit B (15435 : 4/5ths Bid Waiver for Arts and Culture)

Gateway Airport Concessions, Inc.

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

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

Date: January 25, 2024 File:

Subject: 4/5ths Bid Waiver to Gateway Airport
Concessions, Inc.

From: James McQueen
Executive Director

References:

Enclosures:

BACKGROUND:

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency ("SEOPW CRA"), by a four-fifths (4/5ths) affirmative vote, after an advertised public hearing, ratifying, retroactively 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 Twenty-Five Thousand Dollars (\$25,000.00) ("Funds"), to support Gateway Airport Concessions, Inc., is a Florida not for profit corporation ("Gateway Concessions") has requested funds from the SEOPW CRA for the Gateway Concessions Art Beat Miami Soul Basel Art Installation within the Brightline Miami Central Train Stations.

JUSTIFICATION:

WHEREAS, Section 2, Principle 14, at page 16 of the Plan also lists "restor[ing] a sense of community and unify[ing] the area culturally" as a stated redevelopment principle; and

FUNDING:

\$25,000 allocated from Grants and Aids" Account No. 10050.920101.883000.0000.00000.

FACT SHEET:

Company name: Gateway Airport Concessions, Inc.

Address: 600 N.W. 1st Avenue, Miami, FL 33136

Number of participants: 1000+

Funding request: \$25,000

Term: December 7 - 10, 2023

Age range of participants: 0 - 70

Scope of work or services (Summary): Art Beat Miami Gallery and Activation within Brightline Miami Central Train Station.

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, RETROACTIVELY 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 NO. 10050.920101.883000.0000.00000, IN AN AMOUNT NOT TO EXCEED TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$25,000.00) (“FUNDS”), TO SUPPORT GATEWAY AIRPORT CONCESSION, INC. A FLORIDA PROFIT CORPORATION, DOING BUSINESS AS ART BEAT MIAMI (“ART BEAT MIAMI”), TO UNDERWRITE COSTS ASSOCIATED WITH THE ART BEAT MIAMI GALLERY INSTALLATION AND PROGRAMMING (“PURPOSE”) LOCATED AT 600 N.W. 1ST, MIAMI, FL 33136, DURING MIAMI’S SOUL BASEL WEEK; AND 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, Principle 14, at page 16 of the Plan also lists “restor[ing] a sense of community and unify[ing] the area culturally” as a stated redevelopment principle; and

WHEREAS, On December 7-10, 2023, the Brightline Miami Central Station, located within the SEOPW CRA boundaries, will launch Art Beat Miami’s Gallery at 600 N.W. 1st Avenue, Miami, FL 33136, during Miami’s Soul Basel week (“Purpose”); and

WHEREAS, Soul Basel premiers at different locations in Miami and offers diverse displays and multiple showcases of African American artists. Locals and visitors from around the world visit an array of pop-up galleries, exhibitions, and special events to experience arts and cultures; and

WHEREAS, the Executive Director seeks ratification, approval and confirmation for expenditure of funds in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00) (“Funds”) to Art Beat Miami for the Purpose stated herein; and

WHEREAS, the Board of Commissioners finds that such a grant would further the aforementioned redevelopment goals and objectives.

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 retroactively 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 retroactively authorize the Executive Director to negotiate and execute any and all agreements

necessary, all in forms acceptable to the General Counsel, with Art Beat Miami for the provision of grant Funds for the Purpose stated herein and 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 to Art Beat Miami for the Purpose stated herein.

Section 3. 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 4. The Executive Director is authorized to approve budget modifications under the grant, provided that the overall amount of the grant funding authorized by the Board of Commissioners is not increased.

Section 5. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the Executive Director, or the Executive Director's designee, without need of public hearing, by filing a corrected copy of same with the City of Miami City Clerk.

Section 6. This Resolution shall become effective immediately upon its adoption.

**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: January 25, 2024

File:

Subject: 4/5ths Bid Waiver to Gateway Airport Concessions, Inc.

From: James McQueen
Executive Director

References:

Enclosures:

BACKGROUND:

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”), by a four-fifths (4/5ths) affirmative vote, after an advertised public hearing, ratifying, retroactively 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 Twenty-Five Thousand Dollars (\$25,000.00) (“Funds”), to support Gateway Airport Concessions, Inc., is a Florida not for profit corporation (“Gateway Concessions”) has requested funds from the SEOPW CRA for the Gateway Concessions Art Beat Miami Soul Basel Art Installation within the Brightline Miami Central Train Stations.

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

Christine King
Board Chair



James McQueen
Executive Director

Southeast Overtown/Park West Community Redevelopment Agency

NOTICE OF PUBLIC HEARING

The Board of Commissioners ("Board") of the Southeast Overtown/ Park West Community Redevelopment Agency ("SEOPW CRA") will hold a Public Hearing on Thursday, January 25, 2024, 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 retroactively approving funding to **GATEWAY AIRPORT CONCESSIONS, INC.**, to underwrite costs associated with the activation of the Art Beat Miami Art Gallery Installation and Programming.

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 Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) for Art Beat Miami Art Gallery installation and programming.

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 on Thursday, January 25, 2024, 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), not later than two (2) business days prior to the proceeding. TTY users may call 711 (Florida Relay Service), not later than two (2) business days prior to the proceeding.

(SEOPW CRA Seal)
Ad No.

Todd B. Hannon
Clerk of the Board

Attachment: File # 15435 - Exhibit B (15435 : 4/5ths Bid Waiver for Arts and Culture)

ART BEAT MIAMI

September 1, 2023

James McQueen
 Southeast Overtown/Park West
 Community Redevelopment Agency
 819 NW 2nd Avenue
 Miami, Florida 33136

Dear Mr. McQueen:

I would like to extend our heartfelt gratitude for your invaluable support and partnership with Art Beat Miami during last year's events at the Brightline Miami Central Station and the Lyric Theater during Art Basel/Miami Art Week.

Thanks to the generosity of the Southeast Overtown/Park West Community Redevelopment Agency (SEOPW CRA) collaboration, Art Beat Miami's initiatives and activities achieved resounding success. The feedback from attendees as well as the media has been overwhelmingly positive, and your involvement played a pivotal role in making this possible. Both Brightline and the Lyric were very happy with the outcome. We could not have presented this one-of-a-kind showcase of visual arts, music, fashion and food inspired by the people and culture of the Overtown & Miami neighborhood without your participation.

We are thrilled to share that Art Beat Miami is now celebrating its 10th Anniversary, and we are honored to welcome back the SEOPW CRA as a partner for the second year running. Your continued participation in Art Beat Miami remains a cornerstone in our efforts to position Overtown as a thriving arts and cultural destination during Art Basel/Miami Art Week and beyond.

Your generous contribution of \$25,000 is a vital component that enables us to produce a diverse range of events and activities at Brightline Miami Central Station. These activities will not only promote and showcase Overtown but also contribute to the success of Soul Basel. Our overarching goal aligns with Art Beat Miami's mission, which is dedicated to creating awareness and tourism as catalysts for economic development in Overtown through the transformative power of Soul Basel.

Your contribution of \$25,000 will allow us to produce the events/activities listed below at Brightline Miami Central Station that will help to promote and highlight Overtown & Soul Basel:

- Art Beat Miami Art Exhibit & Mural Unveiling @ Brightline Miami
- Art Beat Miami Preview Party @ Brightline Miami
- Art Beat Miami 10th Anniversary Commemorative Poster
- Conversations with the Artists @ Brightline
- Chefs of the Caribbean Celebrity Brunch @ Brightline Miami
- Art Beat Miami / Soul Basel Information Desk (Ambassadors will disseminate information about Overtown & Soul Basel and will encourage attendees to visit all that Overtown has to offer).

We are confident that your continued support and our collective efforts will help to ensure that Overtown is a thriving cultural destination and market Overtown as a tourist destination. Please see the attached

- ART BEAT MIAMI - Art Basel Edition 10th Anniversary Sponsorship Package
- Invoice for the Art Beat Miami 2023 sponsorship
- Draft budget
- Post Art Beat Miami 2022 promotional pictures, video & newsletter link:
<https://mailchi.mp/1a57fe4c5d49/art-beat-miami-closes-to-rave-reviews>
- Visit artbeatmiami.com and @artbeatmiami social media pages

Once again, thank you for your unwavering support and dedication to our mutual cause. Your commitment makes a tangible impact on our community, and we look forward to another successful year working together to celebrate art, culture, and economic growth in Overtown.

If you have any questions or would like to discuss our plans further, please do not hesitate to contact me directly via email or at 305-968-9310. We look forward to having you as our Partner and hearing from you so we can begin planning for a successful Art Beat Miami at Brightline Miami.

Sincerely,

Marie Louissaint
Producer
Art Beat Miami

ART BEAT MIAMI

10TH ANNIVERSARY

ART FAIR

Experience the pulse & flavor of

Miami

During Art Basel/Miami Art Week



Attachment: File # 15435 - Exhibit B (15435 : 4/5ths Bid Waiver for Arts and Culture)



ABOUT

4.2.b

Little Haiti Optimist Foundation, Chefs of the Caribbean, Gateway Airport Concessions and Welcome to Little Haiti invites you to participate in the 10th anniversary of Art Beat Miami during Art Basel (Miami Art Week).

Every December, Art Basel Miami Beach has become an international mecca for art lovers, attracting visitors from across the globe. In its 18th year, this art fair showcases artwork and galleries from countries all over the world drawing more than 100k visitors each year.

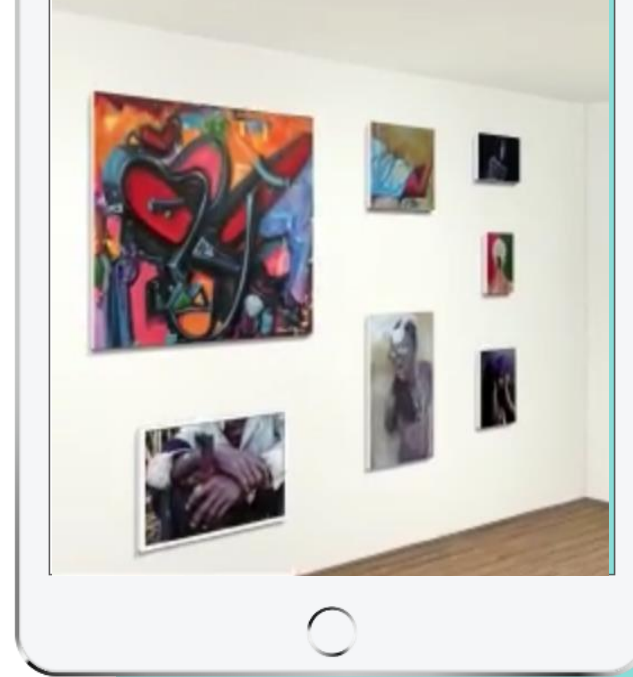
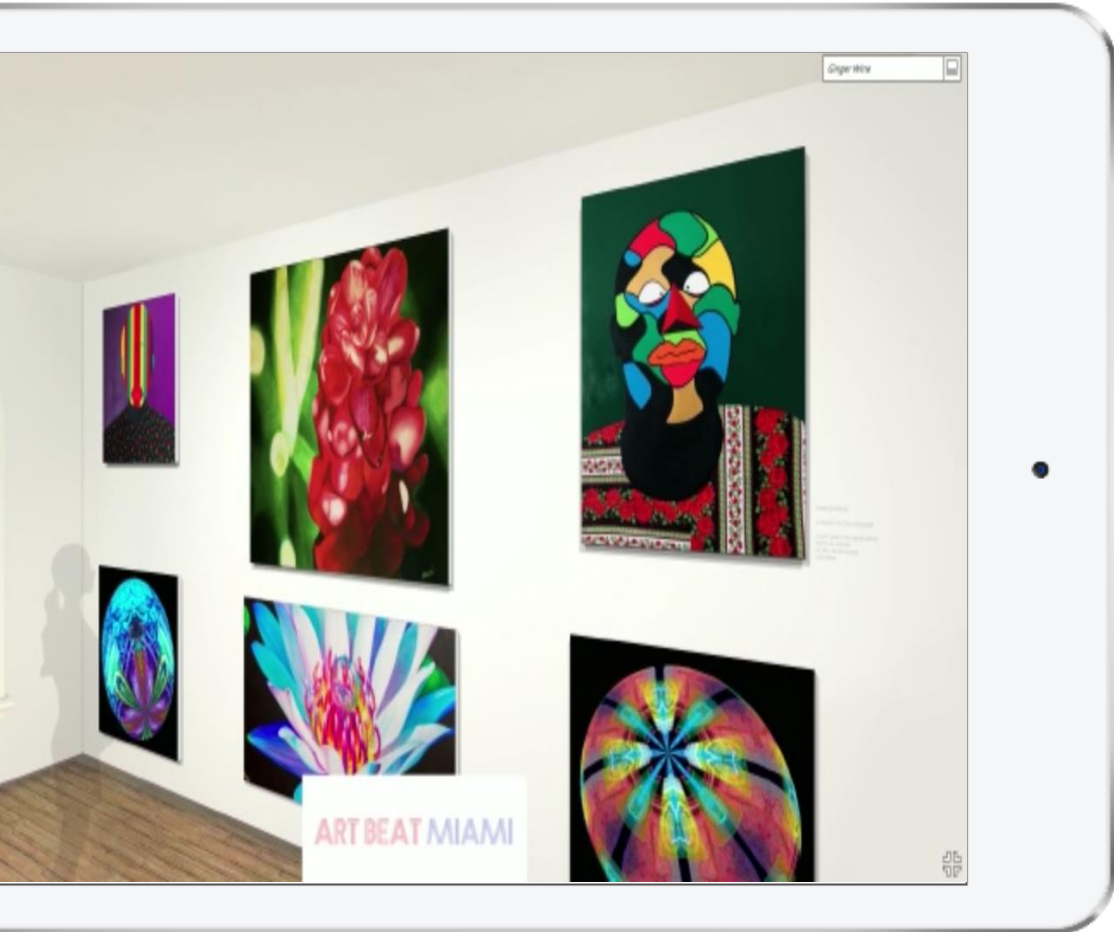
Art Basel acts as a catalyst, spawning special exhibitions at museums and galleries across the city. Satellite locations, including Miami Beach, Overtown/Downtown, Little Haiti, Midtown, the Design District and Wynwood, transform the city into a dense and dynamic cultural hub for the week. Little Haiti Optimist Foundation produces Art Basel events annually in various locations.

Attachment: File # 15435 - Exhibit B (15435 : 4/5ths Bid Waiver for Arts and Culture)

ART BEAT MIAMI

ART FAIR

Attachment: File # 15435 - Exhibit B (15435 : 4/5ths Bid Waiver for Arts and Culture)



Art Beat Miami hosts hybrid events, in-person as well as online during Art Basel / Miami Art Week. These experiences will be streamed through multiple outlets accessible to a global platform.

ABOUT THE TEAM

The 10th annual ART BEAT MIAMI during Art Basel / Miami Art Week is produced in partnership with several organizations.

The Little Haiti Optimist Foundation/Club is a non-profit organization established by a group of business, community and civic leaders to provide assistance and guidance to the youth of Little Haiti. The organization is affiliated with Optimist International, an association of more than 3,000 Optimist Clubs around the world dedicated to "Bringing out the Best in Kids". The mission of the Little Haiti Optimist Club is to make a difference in the lives of youth by providing education, mentorship, athletics, arts and cultural programming. Our goal is to be the premier organization providing programs to prepare the youth of Little Haiti for academic and life excellence.

Welcome to Little Haiti and Chefs of the Caribbean promotes the Diaspora's vibrant culture, delicious cuisine and captivating arts in the Little Haiti community as well as globally.

Art Beat Miami art exhibit is curated by Lobey Art & Travel & MUCE, a network of artists and entrepreneurs promoting art and advocating for financial stability of artists.



Partners



Attachment: File # 15435 - Exhibit B (15435 : 4/5ths Bid Waiver for Arts and Culture)



EVENT OVERVIEW

Art Beat Miami Art Basel Exhibits will be at The Caribbean Marketplace, the Joseph Caleb Center, Brightline Miami Central Station, as well as online from December 6th –December 10th, 2023. Art Beat Miami will showcase the works of more than 30 emerging and renowned local and international artists and celebrities.

Art Beat Miami will launch with an Opening Reception celebrating a one-of-a kind experience of visual art, music, fashion and food inspired by the people and culture of the Diaspora.

The Art Beat Miami Art Basel Edition will launch on Wednesday, December 6th with the opening of the galleries / art exhibits and host daily programs with musical performances, LIVE art, conversations with artists and food.

Other signature events includes: Chefs of the Caribbean Celebrity Brunch, Art Beat Miami Festival, Conversations with the Artists, Sew Artsy (Art on the Catwalk), Commemorative Poster unveiling and more.

EVENT OVERVIEW & MEDIA

MEDIA OUTLETS

Art Beat Miami was featured in the Miami Herald and pictured in the New York Times & Wall Street Journal as well as in other media outlets:

In its 10th year, Art Beat Miami will showcase the best works across a variety of mediums including paintings, sculptures, drawings, new art, installation and photographs. We always feature local & internationally renowned artists and celebrities.

In 2022, Art Beat Miami drew more than 25k attendees during the five-day festival.



Miami Herald
South Florida Times
South Florida Nights Magazine
SouthFlorida.com
Sugarcane Magazine
Thegemwithin.com
Le Nouvelliste / L'Unionsuite
BlackPRwire.com
Miami.eventful.com
Hamptonarthub.com
Artnet.com
Eventseeker.com
GMCVB
Uber.com
Google Maps
WLRN Radio
Hot105 FM
WEDR 99 Jamz FM
Yelp.com
Paper Magazine
Essence & Ebony Magazine
CultureOwl
Black PR Wire
Miami Art Guide
Sun Sentinel
WPLG – CH. 10
WSVN – CH. 7
Deco Drive
& More

ART BEAT MIAMI

ART FAIR

ART BASEL EDITION

EVENT SCHEDULE

Wednesday, December 6, 2023

Community Day

Joseph Caleb Center

12 pm-2pm

Free

Day 1

Wednesday, December 6 to Sunday December 10, 2023

Art Beat Miami Art Fair/Exhibition

In person at: the Caribbean Marketplace, Joseph Caleb Center & Brightline Miami Central Station

Online at: artbeatmiami.com

Free Art Fair featuring art from over 30 local, national and international artists & celebrities



Wednesday, December 6, 2023

Preview Party

Caribbean Marketplace

7-10pm

Free

Day 2

Thursday, December 7, 2023

Preview Party

Brightline Miami Central Station

5-7pm

Free

Thursday, December 7, 2023

Painting Our History (Youth Activity)

3pm-6pm

Little Haiti Optimist Club Youth Center @ Soar Park

Model City Branch Library @ Joseph Caleb Center

Free



EVENT SCHEDULE

ART FAIR

ART
BASEL
EDITION



Art Beat Miami in-person gallery will be accessible from 12/6/2023 through 12/10/2023 and online from 12/6/2023 through 1/31/2024.

Schedule subject to change

Day
3

Friday, December 8, 2023

Conversations with the Artists

Brightline Miami Central Station &
Caribbean Marketplace

6 pm

Free

Saturday, December 9, 2023

Chefs of the Caribbean Celebrity Brunch

Brightline Miami Central Station

12 noon

General Admission: Free

Saturday, December 9, 2023

Art Beat Miami Festival

Little Haiti Cultural Center Courtyard

5 pm – 10 pm

General Admission: Free

VIP Admission: \$25

Sunday, December 10, 2023

Chefs of the Caribbean Celebrity Brunch

Sew Artsy (Art on the Catwalk)

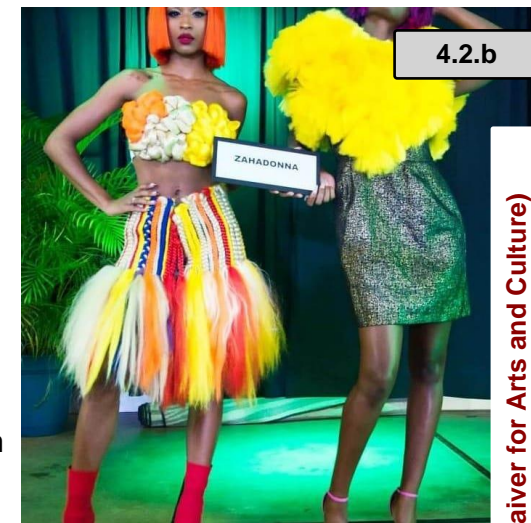
Caribbean Marketplace

12 noon

General Admission: Free

VIP Admission: \$25

4.2.b



Attachment: File # 15435 - Exhibit B (15435 : 4/5ths Bid Waiver for Arts and Culture)



SPICE IT UP! ART BEAT MIAMI
ART BASEL/MIAMI ART WEEK EDITION
VIRTUAL EXPERIENCE

CREATE APPETIZING BITES
 MIX TROPICAL DRINKS
 WHINE YOUR WAIST & MORE!

FRIDAY DEC 4 7:00 PM

FEATURING CELEBRITY CHEF CAL
 Hosted by Kalyn James
 Music by DJ Mack
 Dance Instruction by Ashlee Thomas
 Mixologist Roll

FREE LIVE STREAMING WITH RSVP
 SPICETUPMIAMI.COM | ARTBEATMIAMI.COM



4.2.b

PAST EVENTS

Gallery

ART BEAT MIAMI

ART BEAT MIAMI
 artbeatmiami.com

DECEMBER THIRD 2020 7 PM

Sip & Paint
 Hosted by Artist Annick Duvivier

Interactive Virtual Painting Experience
 Channel your Inner Artist

Free Live Stream
 Painting Kit \$25
 Add Bonjour Blend Coffee just for \$15
 Pre-Order Deadline 11/29 artbeatmiami.com



Packet Pg. 138

Attachment: File # 15435 - Exhibit B (15435 : 4/5ths Bid Waiver for Arts and Culture)



4.2.b



ART BEAT MIAMI

10TH ANNUAL

ART FAIR



Attachment: File # 15435 - Exhibit B (15435 : 4/5ths Bid Waiver for Arts and Culture)

ART BEAT MIAMI @ BRIGHTLINE

Wednesday, December 6, 2023 - Sunday, December 10, 2023

Art on display from various renowned exhibiting artists throughout the Brightline Miami Central Station terminal.

Sculptures and murals will be unveiled as part of the exhibition.

Other free events at Brightline to include, Art Beat Miami Preview Party, Conversations with the Artists and more.

One of the signature events at Brightline will be the Chefs of the Caribbean Celebrity Brunch which features light bites from Chefs and Overtown eateries, entertainment and art as the backdrop.



4.2.b

Attachment: File # 15435 - Exhibit B (15435 : 4/5ths Bid Waiver for Arts and Culture)

ART BEAT MIAMI COMMUNITY DAY



Wednesday, December 6, 2023 from 12noon – 2pm

Joseph Caleb Center

Art Beat Miami Community Day, hosted at the Joseph Caleb Center, is a cultural celebration that bridges the gap between art and underserved communities. This event transforms the Joseph Caleb Center into a hub of creativity and community engagement, offering attendees a unique blend of artistic experiences. From complimentary food and lively DJ music to captivating entertainment acts and a diverse showcase of art, this event promises to ignite the senses and foster a deep appreciation for art.

The art exhibit at the Joseph Caleb Center will be on display from Wednesday, December 6, 2023 through December 10, 2023.

Art PAINTING OUR HISTORY

Thursday, December 7, 2023 from 3:00pm – 6pm

Little Haiti Optimist Club @ Soar Park

Model City Library Branch @ Joseph Caleb Center

Painting Our History, a youth arts workshop during Art Basel/Miami Art Week. Students will learn about art history as well as their history through arts & crafts. They will develop their art skills while creating art-inspired projects.



4.2.b

Attachment: File # 15435 - Exhibit B (15435 : 4/5ths Bid Waiver for Arts and Culture)



ART BEAT MIAMI FESTIVAL

4.2.b



Saturday, December 9, 2023 @ Little Haiti Cultural Center Courtyard

6 pm – 10 pm

The Art Beat Miami Festival is a vibrant and free outdoor celebration that unites music aficionados, art enthusiasts, and cultural seekers in a joyous ode to creativity and community spirit. This event promises an exhilarating lineup, featuring both international and local performing and visual artists, including talents like Kanis, Riva & Band, DJ Bullet & K9, DJ Mario, and many others. Beyond the captivating performances, attendees can savor a diverse range of culinary delights from food vendors, explore unique arts and crafts stalls, and let kids indulge their creativity in the kids' arts corner. With a host of fun and artsy activities, the Art Beat Miami Festival is set to be an unforgettable cultural extravaganza.

CHEFS OF THE CARIBBEAN CELEBRITY BRUNCH

Saturday, December 9, 2023 @ Brightline Miami Central Station

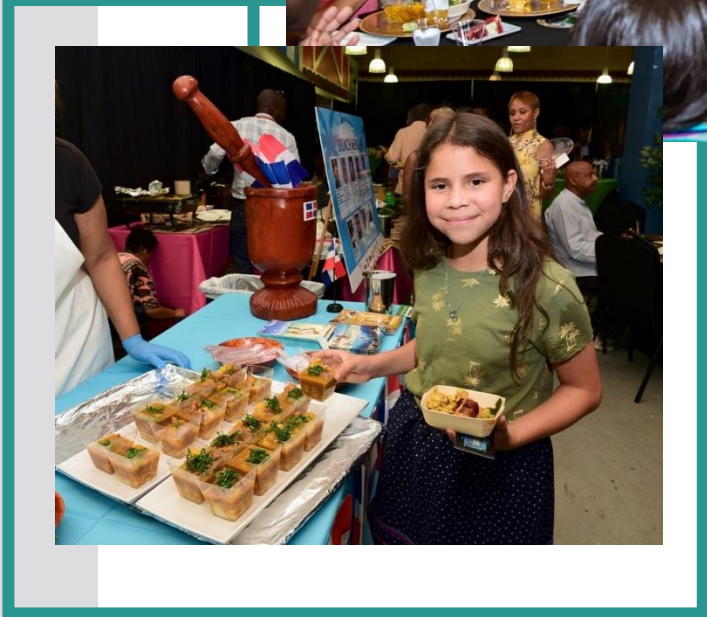
Sunday, December 10, 2023 @ Caribbean Marketplace

Noon

Chefs Of The Caribbean Celebrity Brunch will be held as a signature event for ART BEAT MIAMI during Haitian Heritage Month & Art Basel featuring food, drinks, entertainment and art. The Chefs Of The Caribbean Celebrity Brunch is a culinary explosion of Caribbean-inspired dishes prepared by multiple Caribbean celebrity chefs.

The Chefs Of The Caribbean Celebrity Brunch will feature delicious dishes from each Chef including an island dessert area, specialty beverages and more with art as the

background.



Attachment: File # 15435 - Exhibit B (15435 : 4/5ths Bid Waiver for Arts and Culture)



SEW ARTSY

ART ON THE CATWALK

Sunday, December 10, 2023 @ Caribbean Marketplace

12 pm

Experience the artistry of Fashion from some of the most imaginative, innovative Caribbean Fashion Designers and Stylists at Sew Artsy (Art on the Catwalk) during Art Beat Miami. Fashion takes Art to new heights in shapes, colors, design, texture and movement on a catwalk truly designed for masterpieces. Come meet & greet the Designers and live mannequins and discover their inspiration for their wearable creations. Art enthusiasts and Fashionistas alike will enjoy this artistic presentation. The catwalk and fashion scenes will be “dressing up” the Art scene making this “must see” event... Sew Artsy.

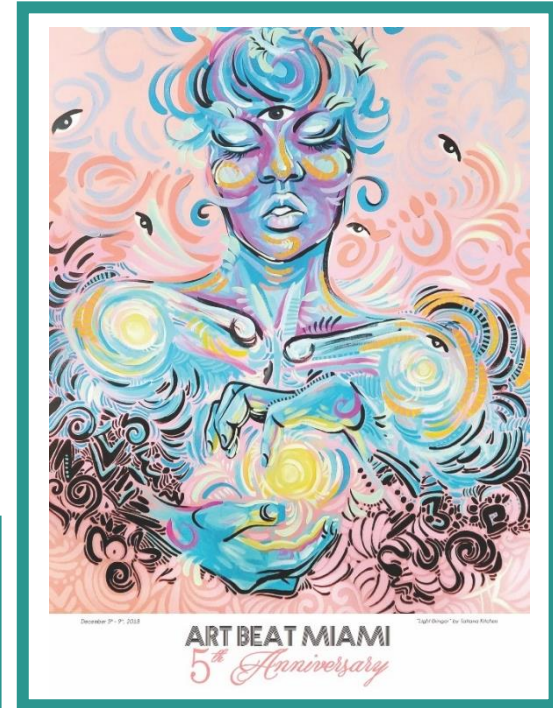
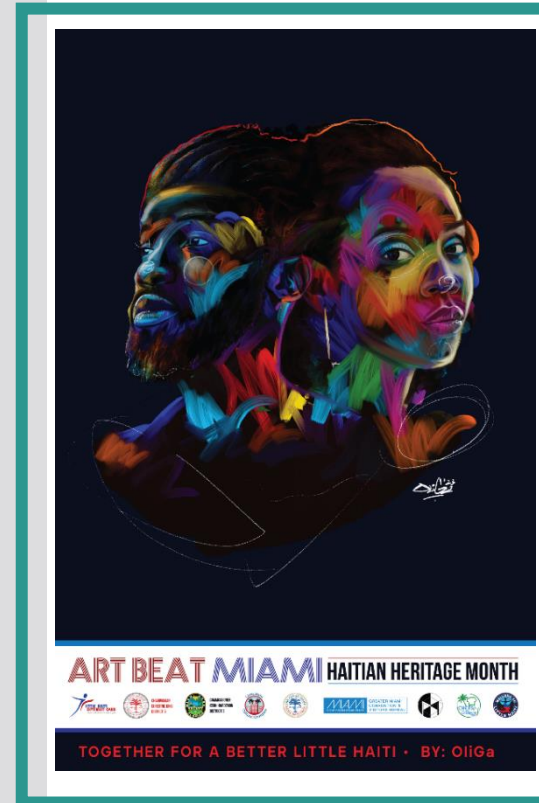
Attachment: File # 15435 - Exhibit B (15435 : 4/5ths Bid Waiver for Arts and Culture)

ART BEAT MIAMI COMMEMORATIVE POSTER

4.2.b

Art Beat Miami Poster
December 6 - December 10, 2023
Various locations

Art Beat Miami is thrilled to mark its 10th year anniversary with a special commemorative poster, exclusively available to our valued guests. This stunning poster encapsulates a decade of art, culture, and community, showcasing the essence of Art Beat Miami's journey. As a token of our appreciation, these posters will be distributed at various Art Beat Miami events and locations, serving as a beautiful memento of our shared celebration of art and creativity. We invite you to join us in honoring this milestone and collecting your complimentary limited-edition 10th Year Anniversary Commemorative Poster.



Attachment: File # 15435 - Exhibit B (15435 : 4/5ths Bid Waiver for Arts and Culture)



SPONSORSHIP OPPORTUNITIES

* We will customize a package to fit your company's needs.

Depending on your sponsorship level, you may receive:

- Company name or logo on all marketing materials
- Name recognition on all media advertisement
- Social media posts
- Hyperlink on artbeatmiami.com
- Banner and signage at event(s)
- Ad and/or logo in brochure
- Premium Vendor booth
- Stage announcements
- Commercials
- VIP passes event(s)
- Custom event promotions
- Promotional materials distribution
- Social media ads
- Customized Packages

Attachment: File # 15435 - Exhibit B (15435 : 4/5ths Bid Waiver for Arts and Culture)

IN-KIND SPONSORSHIP OPPORTUNITIES

- Media Partner
- Streaming Software
- Event Platform
- Musical Performance
- Sculpture Transportation
- Event Set Décor, Furniture & Lighting
- Paint and Scaffolding/Lift
- Art Supplies for Youth
- Graphic Design & Printing
- Artwork
- Sculptures
- Art Installation
- Police/Security
- Valet Parking
- Staffing/Volunteers/Models
- Fashion Designer(s)
- Model(s)
- Host
- Hairstylist(s)
- Fashion Styling
- Clothing racks
- Mirrors
- Steamers
- Make-up
- Lighting
- Staging
- Photography
- Videography
- Auction Items/Gift Bags
- Photo Booth
- Food & Beverage
- Air, Hotel & Transportation
- LED Walls / Truss / Art Wall
- Truck with Lift Gate

ART BEAT MIAMI

10TH ANNIVERSARY

ART FAIR

BECOME A SPONSOR

YES! We want to sponsor the 2023 Art Beat Miami Art Basel Edition



- TITLE SPONSOR – \$125,000
- ART EXHIBIT @ BRIGHTLINE MIAMI – \$25,000
- ART EXHIBIT @ CARIBBEAN MARKETPLACE - \$20,000
- ART EXHIBIT @ JOSEPH CALEB CENTER - \$10,000
- PREVIEW PARTY/RECEPTION @ BRIGHTLINE MIAMI — \$5,000
- PREVIEW PARTY/RECEPTION @ CARIBBEAN MARKETPLACE — \$5,000
- CHEFS OF THE CARIBBEAN CELEBRITY BRUNCH - \$15,000
- ART BEAT MIAMI FESTIVAL - \$25,000
- SEW ARTSY - \$12,000
- PAINTING OUR HISTORY (YOUTH) – \$8,000
- CONVERSATIONS W/ THE ARTIST– \$5,000
- COMMEMORATIVE POSTER - \$5,000

Organization: _____

Contact Name: _____

Address: _____

City: _____

St: _____ Zip: _____

Phone: _____

Mobile: _____

Email: _____

Please make checks payable to:
Little Haiti Optimist Foundation
1835 NE Miami Gardens Dr. #112, North Miami Beach, FL 33179.

Please Contact:
Marie Louissaint at (305) 968-9310 or email: info@artbeatmiami.com for questions or more information on these opportunities.

Attachment: File # 15435 - Exhibit B (15435 : 4/5ths Bid Waiver for Arts and Culture)

ART BEAT MIAMI

10TH ANNIVERSARY

ART FAIR

Art Basel/Miami Art Week

Experience the pulse & flavor of

MIAMI

Art Basel/Miami Art Week

Attachment: File # 15435 - Exhibit B (15435 : 4/5ths Bid Waiver for Arts and Culture)

ITEM/DESCRIPTION	PERSON(S) RESPONSIBLE	BUDGET	DUE	PAID	COMMENTS/NOTES
Jot Form subscription		\$ 200.00			
Artist submission spreadsheet		\$ 150.00			
Website Initial Update		\$ 225.00			
Website e-comm & gallery update(s)		\$ 250.00			
Gallery Online Platform		\$ 500.00			
QR Code					
Installation Commission / Sculptures Commission		\$ 3,500.00			1 downstairs, 2 upstairs
ABM Artist Labels		\$ 150.00			QR code
Floor Sticker Label Graphics & Printing		\$ 350.00			
ABM Window Wrap Graphics with Artwork & Sponsors		\$ 250.00			
ABM Wall Wrap Graphics with Artist Artwork		\$ 500.00			
ABM Wrap Graphics with Artists' Names		\$ 200.00			
ABM Window Wrap Printing & Install with Artwork & Sponsors		\$ 5,000.00			
ABM Wall Wrap Printing & Install with Artist Artwork		\$ 1,500.00			
ABM Wrap Printing & Install with Artists' Names		\$ 500.00			
Flyer - Call To Artist		\$ 50.00			
Flyer Design - Overall Event(s)		\$ 300.00			ABM, CRA, Soul Basel, Overtown
Flyer Design - Preview Party/Opening Reception		\$ 300.00			
Flyer Design - Conversation W/Artists		\$ 150.00			
Flyer Design - Brunch		\$ 300.00			
Brochure Design - Overall		\$ 300.00			
Chef Signage Design		\$ 150.00			
Ambassadors/Greeters Polo Shirts		\$ 500.00			
Ambassadors/Greeters Buttons		\$ 150.00			
Flyer Printing - Overall Event(s)		\$ 500.00			
Flyer Printing - Preview Party/Opening Reception		\$ -			
Flyer Printing - Conversation W/Artists		\$ -			
Flyer Printing - Brunch		\$ -			
Brochure Print - Overall		\$ 500.00			
Chef Signage Printing		\$ 250.00			
Wristbands, Drink Tickets, Coupons, VIP lanyards		\$ 150.00			

Attachment: File # 15435 - Exhibit B (15435 : 4/5ths Bid Waiver for Arts and Culture)

ITEM/DESCRIPTION	PERSON(S) RESPONSIBLE	BUDGET	DUE	PAID	COMMENTS/NOTES
Eventbrite					
Ad & Ads Manager		\$ 750.00			
Social Media Post Creation - 2023 artists		\$ 500.00			
Social Media Post - 2023 artists		\$ 500.00			
Event Live Post		\$ 600.00			
Press Release Creation		\$ 500.00			
Press Release Distribution		\$ 1,000.00			
E-mail Blast(s)		\$ 500.00			
Mailchimp		\$ 250.00			
Host(s)		\$ -			Flag mic, CRA, Elected Off, Brightline
Celebrity Appearance(s)					
Musical Performance - Preview Party/Reception		\$ 1,500.00			
Musical Performance - COTC Brunch		\$ 1,500.00			
Musical Performance - Conversations w/the Artists		\$ 750.00			
Wearable Art / Sew Artsy Models		\$ 1,000.00			
Photographer(s) - Preview/Opening, Convo, COTC Brunch		\$ 1,800.00			Shot list
Videographer / Livestream - Preview/Opening, Convo, COTCB		\$ 3,000.00			Shot list
Video Editing		\$ 1,800.00			
Producer		\$ -			
Production Team (ABM, Belvit, Ingrid, Jerome, Bart,etc)		\$ 3,000.00			
Curator(s)		\$ 1,500.00			
Ambassadors/Greeters (ABM, Soul Basel info, artists sales, check-in, raffle)		\$ 3,000.00			Need signage & design podium. Tablets
Uhaul truck rental		\$ 250.00			
Penske/Ryder truck rental		\$ 500.00			
Supplies to hang art		\$ 1,500.00			
Stretching & Framing art		\$ 1,000.00			
Place to receive art					
Person receiving art					
Shipping to and from		\$ 500.00			

Attachment: File # 15435 - Exhibit B (15435 : 4/5ths Bid Waiver for Arts and Culture)

ITEM/DESCRIPTION	PERSON(S) RESPONSIBLE	BUDGET	DUE	PAID	COMMENTS/NOTES
Décor		\$ 1,000.00			
Stantion & Rope					
Red Carpet & Floor sticker					
Highboys					
Highboy Linen					
Chairs for Highboys					
Chairs for Staff					
Pedestals / White Blocks / Columns					
Tables for food					
Tables for Champagne					
Table Linen					
Screens					
Artistic Trees/Floral					
Food & Beverage		\$ 5,000.00			
Servers / Bartender(s)					
Champagne / Wine					
Champagne Fluits / Wine Cups					
Water					
Juice					
Horsdourves/Light Bites - Preview Party, Convo w/Art					
Horsdourves/Light Bites - COTC Brunch					
Snacks & Water for Staff/Production Team					
Mini plates					
Mini silverwares					
Toothpicks					
Napkins					
Food Trays					
Drink Trays					
Parking & Parking Plan					
Insurance (F&B and L)		\$ 500.00			Security & Security Plan
	Total Draft Budget	\$ 50,575.00			

Attachment: File # 15435 - Exhibit B (15435 : 4/5ths Bid Waiver for Arts and Culture)

Haynes Harbour Group, Inc.

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

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

Date: January 25, 2024 File:

Subject: 4/5ths Bid Waiver to Haynes Harbour Group,
Inc.

From: James McQueen
Executive Director

References:

Enclosures:

BACKGROUND:

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency ("SEOPW CRA"), by a four-fifths (4/5ths) affirmative vote, after an advertised public hearing, ratifying, retroactively 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 Eight Thousand Two Hundred and Sixty-Eight Dollars and Zero Cents (\$8,268.00) ("Funds"), to support Haynes Harbour Group, Inc., is a Florida not-for-profit corporation ("Haynes Harbour"). Haynes Harbour requested funds from the SEOPW CRA for the Haynes Harbour Soul Basel Art Without Walls Installation.

JUSTIFICATION:

WHEREAS, Section 2, Principle 14, at page 16 of the Plan also lists "restor[ing] a sense of community and unify[ing] the area culturally" as a stated redevelopment principle; and

FUNDING:

\$8,268.00 allocated from Grants and Aids" Account No. 10050.920101.883000.0000.00000.

FACT SHEET:

Company name: Haynes Harbour Group, Inc.

Address: 1016 N.W. 3rd Avenue, Miami, FL 33136

Number of participants: 25-50 Daily over three days

Funding request: \$8,268.00

Term: December 8-10, 2023

Age range of participants: 14-50

Scope of work or services (Summary): Art Without Walls (AWW) Outdoor gallery showcasing high school youth and adult participants at the SEOPW CRA mini park.

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, RETROACTIVELY 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, UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION, SUBJECT TO THE AVAILABILITY OF FUNDING, FROM THE GRANTS AND AIDS" ACCOUNT NO. 10050.920101.883000.0000.00000, IN AN AMOUNT NOT TO EXCEED EIGHT THOUSAND TWO HUNDRED SIXTY EIGHT THOUSAND DOLLARS AND ZERO CENTS (\$8,268.00) (“FUNDS”), TO SUPPORT HAYNES HARBOUR GROUP, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION (“HAYNES HARBOUR”), TO UNDERWRITE COSTS ASSOCIATED WITH THE ART WITHOUT WALLS INSTALLATION AND PROGRAMMING LOCATED AT 1016 N.W. 3RD AVENUE, MIAMI, FL 33136, DURING MIAMI’S SOUL BASEL WEEK (“PURPOSE”); AND PROVIDING FOR INCORPORATION OF RECITALS AND AN EFFECTIVE DATE.

WHEREAS, the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPWCRA”) 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, Principle 14, at page 16 of the Plan also lists “restor[ing] a sense of community and unify[ing] the area culturally” as a stated redevelopment principle; and

WHEREAS, On December 8-10, 2023, the SEOPW CRA 3rd Avenue Mini Park, located within the SEOPW CRA boundaries, will launch Haynes Harbour’s Art Without Walls Outdoor Exhibit at 1016 N.W. 3rd Avenue, Miami, FL 33136, during Miami’s Soul Basel week; and

WHEREAS, Soul Basel premiers at different locations in Miami and offers diverse displays and multiple showcases of African-American artists. Locals and visitors from around the world visit an array of pop-up galleries, exhibitions, and special events to experience arts and cultures; and

WHEREAS, the Executive Director seeks ratification, approval and confirmation for expenditure of funds to Haynes Harbour Group, Inc., a Florida not-for-profit corporation (“Haynes Harbour”), in an amount not to exceed Eight Thousand Two Hundred Sixty Eighty Dollars and Zero Cents (\$8,268.00) (“Funds”); and

WHEREAS, the Board of Commissioners finds that such a grant would further the aforementioned redevelopment goals and objectives; and

WHEREAS, based on the recommendation and findings of the Executive Director, it is in the SEOPW CRA’s best interest for the Board of Commissioners to retroactively 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 retroactively authorize the Executive Director to negotiate and execute any and all agreements

necessary, all in forms acceptable to the General Counsel, to Haynes Harbour for the provision of grant Funds for the Purpose stated herein and 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 authorized to disburse 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 Haynes Harbour for the Purpose stated herein.

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

Section 5. The Executive Director is authorized to approve budget modifications under the grant, provided that the overall amount of the grant funding authorized by the Board of Commissioners is not increased.

Section 6. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the Executive Director, or the Executive Director's designee, without need of public hearing, by filing a corrected copy of same with the City of Miami City Clerk.

Section 7. This Resolution shall become effective immediately upon its adoption.

**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: January 25, 2024

File:

Subject: Request to waive competitive sealed bidding methods pursuant to City Code 18-85(a) for Haynes Harbour Group, Inc.

From: James McQueen
Executive Director

References:

Enclosures:

BACKGROUND:

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency ("SEOPW CRA"), by a four-fifths (4/5ths) affirmative vote, after an advertised public hearing, ratifying, retroactively 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 Eight Thousand Two Hundred and Sixty-Eight Dollars and Zero Cents (\$8,268.00) ("Funds"), to support Haynes Harbour Group, Inc., is a Florida not-for-profit corporation ("Haynes Harbour"). Haynes Harbour requested funds from the SEOPW CRA for the Haynes Harbour Soul Basel Art Without Walls Installation.

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

Christine King
Board Chair



James McQueen
Executive Director

Southeast Overtown/Park West Community Redevelopment Agency

NOTICE OF PUBLIC HEARING

The Board of Commissioners ("Board") of the Southeast Overtown/ Park West Community Redevelopment Agency ("SEOPW CRA") will hold a Public Hearing on Thursday, January 25, 2024, 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 **HAYNES HARBOUR GROUP, INC.**, to underwrite costs associated with the Art Without Walls, Outdoor gallery showcasing high school youth and adult participants at the SEOPW CRA mini park.

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 Eight Thousand Two Hundred Sixty-Eight Dollars and Zero Cents (\$8,268.00) for Soul Basel Youth Art installation.

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 on Thursday, January 25, 2024, 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), not later than two (2) business days prior to the proceeding. TTY users may call 711 (Florida Relay Service), not later than two (2) business days prior to the proceeding.

(SEOPW CRA Seal)
Ad No.

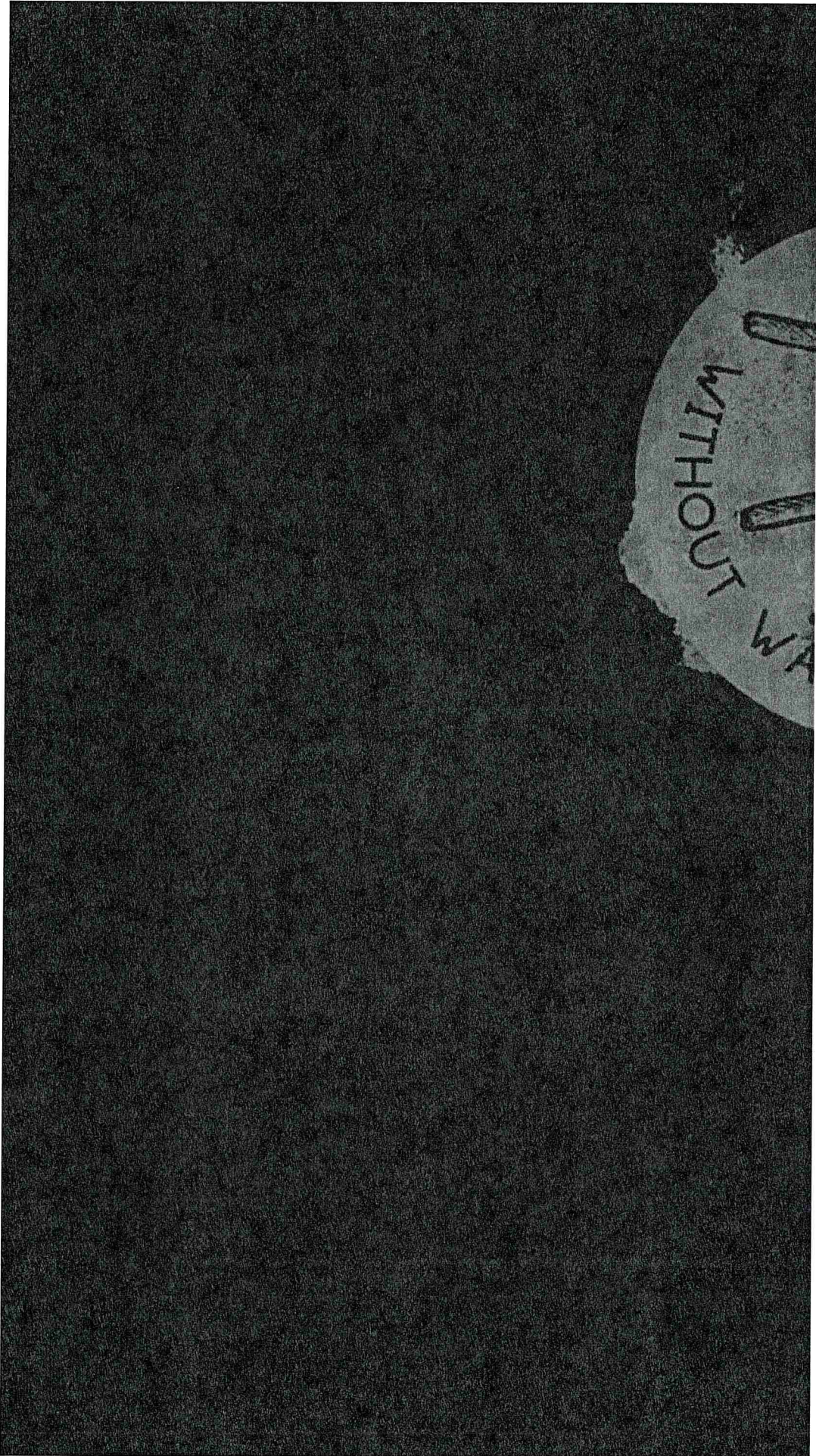
Todd B. Hannon
Clerk of the Board

Attachment: File # 15435 - Exhibit B (15435 : 4/5ths Bid Waiver for Arts and Culture)

ART WITHOUT WALLS PRESENTS:

VINYL STATISTICS

“CURATING A TAPESTRY
OF ECLECTIC ART AND
ARTISTIC EXPERIENCES”



Proposal

Art Without Walls (AWW) is an artisan initiative, proposing to collaborate with local communities, City of Miami organizations, and local artisans to co-create an interactive outdoor art gallery experience during “Soul Basel” week, which will feature eclectic mix mediums from aspiring high school youth and adult artisans. We’ve identified several community youth art enthusiasts, educators, entrepreneurs, and advocates to curate an experiential outdoor art gallery exhibit. This outdoor gallery will pay (H)omage to affluent artists, which influenced the genre of Hip Hop. The outdoor space will be transformed into a “Harlem Square Club” lounge, vinyl record displays, upcycled home decor, upcycled fashion, a Hip Hop time capsule, and futuristic vinyl covers of past, present, and future Hip Hop artists.

Curators

Dr. S. Haynes, an entertainment manager for aspiring artisans, mental health psychopathologist, entrepreneur, art curator, educator, advocate, and confidence builder; will collaborate with AWW, as an artistic director/curator/sponsor. Dr. S. Haynes understands how culture, community and connectivity plays a pivotal part in how we express and process our emotions. Art and music have been key modalities in working with individuals who have experienced complex and vicarious traumas. Art and music are both universal languages shared and celebrated culturally, both mediums are used as holistic modalities to convey the essence of the world around us. Hence, many people use art as a tool to create new ideas, which can help others HEAL. On the other hand, others use art/music to focus on what inner change looks like and how we can implement change one STROKE at a time.

Mr. M. Weeks, a venerated muralist and visual artist, will collaborate with AWW as an art consultant/curator for youth artisans, as well as assist with the selection process for displaying selected art pieces. Mr. Weeks will collaborate with local youth and arts organizations in the surrounding neighborhood to assist with telling a story of the city and people rich in creativity and history, as well as, it's influence on Hip Hop's PAST, PRESENT and FUTURE ARTISANS.

Naomi Spencer, a local self-taught furniture artisan born and raised in Fort Lauderdale, FL. She will collaborate as an artistic director/coach, curator, and sponsor. Her love for rare and antique furniture is what motivated her to start a small business, Vintique Sole, in 2019. She found abandoned/vintage pieces that were meaningless to some, yet she found purpose to give it new life. She wanted to show people that "trash" can be transformed into timeless treasures.

Who

An artistic platform curated for high school youth (9th-12th) graders within the tri-county region of South Florida, who are eager to curate eclectic art, beyond their foundational education provided by their host schools. Through art coaching, youth artisans of “AWW” programs gain education, exposure, and self-confidence that will assist them in developing their artistic talents through eclectic art expression.

What/When/Where

“SOUL BASEL” Dec. 5-10, 2023; 1016 NW 3rd Ave. (Domino Park)

ART WITHOUT WALLS (AWW)

AWW is an artisan initiative specifically designed for young aspiring artisans, to explore and engage in curating mixed mediums of eclectic art expressions.

How

Youth artisans will have an opportunity to enter their selected pieces into our showcase based on these criterion:

- * Must be a Miami Dade County Public Schools highschool student
- * Must be committed to completing the research phase (students will earn a grade and community service hours) for participation,
- * Must submit final pieces by the November 10, 2023 deadline
- * Must submit a written personal statement (150 words), stating how the art of storytelling has influenced their lives artistically.

Why

The art of storytelling is essential as an alternative to verbal communication. Many of our youth are struggling with expressing their feelings and dealing with internal and complex trauma.

Hence, visual art can be an outlet that empowers them to use their voices ARTISTICALLY! Moreover, our artisan initiative provides a safe, non judgemental platform for artisans to freely express themselves artistically, emotionally, and mentally.

This eclectic outdoor art exhibit is unique in itself. This is the first time using this venue space to curate an outdoor eclectic art experience. We're engaging local artisans from the community to showcase their talents on a larger platform, as well as curating this exhibit with local artisans from the community to help tell a story of our **City, Culture, and Community**. This outdoor experiential exhibit will engage local tourists and art enthusiasts to learn about our rich history in **Historic Overtown**.

Submission Details:

Haynes Harbour Group, Inc.

Dr. S. Haynes, Exe. Director

www.haynesharbour.com

info@haynesharbour.com

Haynes Harbour Group, Inc. Art/Soul Basel Youth Artisan Project Dec. 5-10, 2023
 PROJECT NAME: ART WITHOUT WALLS (AWW)

FUNDING SOURCES	AMOUNT	NOTES
Haynes Harbour Group, Inc.	\$21,660	
Southeast Overton/Park West CRA	8,268	
Funding Source #1 In-Kind Donations	\$2,500	
Funding Source #2 Fundraising Funds	\$3,250	
Total	\$ 35,678	

Items highlighted below in blue have been added, deleted or revised to reallocate requested funds.

****Invoices and W9s will be scanned separately for payment *** DJ and Express Portal Tolls request deposit payments two weeks prior to event**

EXPENSES AND USES

	Total Costs	Sponsored by SEOPW-CRA	Sponsored by Haynes Harbour Group, Inc.	NOTES
Venue Use (In-Kind) 10116 NW 3rd Ave. (Dec-5-10, 2023) @ \$1000 per day	\$5,000	\$5,000	\$2,500	
Haynes Harbour Group, Inc. (Art Supplies/Materials)	\$2,500			
TEMP. CONSTRUCTION/SITE IMPROVEMENTS				
Temp. Construction Costs and Site Installation/Decor	\$13,000		\$13,000	
Outdoor Storage Container (4 days @ 100 per day)	\$400			
4 Days Portable Deluxe Restroom & Handwash Station	\$3,500	\$400.00		
Special Event Law Enforcement \$50.50 p/h (4 hours daily)	\$606	\$550.00		Express Waste Portal rentals has been modified based on sponsorship request Event does not require an off duty officer.
Sunbelt Rentals (1 Generator, 1 Lighting Tower)	\$9,000	\$2,198	\$600.00	Sunbelt Rental has been modified to beat competitors costs
Permits (Temporary Alcohol/Special Event/Zoning)	\$600.00		\$250	
DJ Booth Build Out	\$250		\$250	
Insurance (General Liability - during event 3 days)	\$2,500		\$2,500	
Youth Artisan Gift Cards (\$10 Chick-fil-a) x 15		\$0.00	\$0	Deleted as per CRA
PROFESSIONAL FEES				
DJ Lucky C of "99 Jammz" Updated Costs (\$500 per day @3 days)	\$450.00	\$1,500.00	\$450	Updated cost for reallocated funds.
Bandleader Costs (\$150 per day @ 3 days)	\$450.00	\$1,500.00		New costs for reallocated funds
Portrait of Soul Basel Honoree-Miami's Legend JT Money			\$1,200	New costs for reallocated funds
Architect Fee - Site Plan Design/Supervision	\$1,200			
Catering for Reception Ceremony	\$1,500.00	\$1,500.00		New costs for reallocated funds
Miami Lighthouse for The Blind-Band Performance	\$500		\$250	
Award Statue for Artist Recognition	\$500		\$500	
2 Tents @ \$80 per tent x 3 days	\$140	\$480.00		New costs for reallocated funds
Table Rentals \$35 per table (4 tables)	\$60	\$140.00		New costs for reallocated funds
Linen Rentals \$15 per table cover (4 tables)	\$60		\$60.00	
CLOSING EXPENSES PENDING				
Volunteer Shirts	\$70.00		\$0	Deleted shirts are being given by CRA
First Aid Kits x 2			\$100.00	
Discretionary Funds			\$250.00	
Total Costs	\$ 41,276	\$ 8,268	\$ 21,660	Equivalent to funding request in C6

Haynes Harbour, Inc. – “Art Without Walls” – Soul Basel, December 2023



Attachment: File # 15435 - Exhibit B (15435 : 4/5ths Bid Waiver for Arts and Culture)

The Miami-Dade North Arts and Humanities Foundation, Inc.

Attachment: File # 15435 - Exhibit B (15435 : 4/5ths Bid Waiver for Arts and Culture)

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

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

Date: January 25, 2024 File:

Subject: 4/5ths Bid Waiver to Miami-Dade North Arts
& Humanities Foundation, Inc., in Fiscal Year
2023-2024.

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 additional grant funds in an amount not to exceed Eighty-Five Thousand Nine Hundred Twenty Five Dollars and Zero Cents (\$85,925.00) ("Funds"), to support The Miami-Dade North Arts & Humanities Foundation, Inc., doing business as the Miami Museum of Contemporary Art of the African Diaspora, is a Florida not for profit corporation ("Miami MOCAAD"). Miami MOCAAD has requested funds from the SEOPW CRA for continued support for the 2023 Soul Basel kickoff and Virtual Art Exhibit at the Lyric Theater ("Art Exhibit Workshop") to provide hands on virtual reality experiences including art and technology workshops to the residents within the Redevelopment Area.

JUSTIFICATION:

Section 2, Goal 5, of the 2018 Southeast Overtown/Park West Community Redevelopment Agency Plan Update ("Plan") lists the "[p]romotion and marketing of the community" as a stated redevelopment goal.

Section 2, Principle 6, of the Plan lists the promotion of "local cultural events, institutions, and businesses" as a stated redevelopment principle.

Section 2, Principle 14, of the Plan also lists "restor[ing] a sense of community and unify[ing] the area culturally" as a stated redevelopment principle.

FUNDING:

\$85,925.00 to be allocated from SEOPW Tax Increment Fund, entitled "Other Grants and Aids, Account Code No. 10050.920101.883000.0000.00000.

FACT SHEET:

Company name: The Miami-Dade North Arts & Humanities Foundation, Inc., doing business as the Miami Museum of Contemporary Art of the African Diaspora

Address: 701 Brickell Avenue, Suite 3300 Miami, FL 33131

Number of participants: Targeting 200 in person participants and 500 virtual participants.

Funding request: \$85,925.00

Age range of participants: All ages.

Scope of work or services (Summary): Provide hands on virtual reality experiences including art and technology workshops to the residents within the Redevelopment Area.

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 NO. 10050.920101.883000.0000.00000, IN AN AMOUNT TO NOT EXCEED EIGHTY-FIVE THOUSAND NINE HUNDRED TWENTY FIVE DOLLARS AND ZERO CENTS (\$85,925.00) (“FUNDS”) TO MIAMI-DADE ARTS & HUMANITIES FOUNDATION INC., A FLORIDA NOT-FOR-PROFIT, CORPORATION, DOING BUSINESS AS MIAMI MUSEUM OF CONTEMPORARY ART OF THE AFRICAN DIASPORA (“MIAMI MOCAAD”), TO ASSIST WITH THE ART EXHIBIT WORKSHOP IN FISCAL YEAR 2023-2024 (“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, Section 2, Goal 5, of the Plan lists the [p]romotion and marketing of the community," as a stated redevelopment goal; and

WHEREAS, Section 2, Principle 6, of the Plan lists the promotion of "local cultural events, institutions, and businesses," as a stated redevelopment principle; and

WHEREAS, Section 2, Principle 14, of the Plan also lists "restor[ing] a sense of comm unity and unify[ing] the area culturally" as a stated redevelopment principle; and

WHEREAS, The Miami-Dade North Arts & Humanities Foundation, Inc., is a Florida not-for-profit corporation doing business as the Miami Museum of Contemporary Art of the African Diaspora (“Miami MOCAAD”); and

WHEREAS, the Executive Director seeks ratification, approval and confirmation for expenditure of funds to Miami MOCAAD, for Eighty-Five Thousand Nine Hundred Twenty Five Dollars and Zero Cents (\$85,925.00) (“Funds”), to support the 2023 Soul Basel kickoff and Virtual Art Exhibit (“Art Exhibit Workshop”) at the Lyric Theater located at 819 N.W. 3rd Avenue, Miami, FL 33136 (“Purpose”); 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 Miami-Dade Arts & Humanities Foundation Inc., for provision of grant funds in an amount not to exceed Eighty-Five Thousand Nine Hundred Twenty-Five Dollars and Zero Cents (\$85,925.00) ("Funds") 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 to Miami-Dade Arts & Humanities Foundation, Inc., for the Purpose stated herein.

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

Section 5. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the Executive Director, or the Executive Director's designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.

Section 6. This Resolution shall become effective immediately upon its adoption.

**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: January 25, 2024

File:

Subject: Request to waive competitive sealed bidding methods pursuant to City Code 18-85(a) for Miami-Dade Arts & Humanities Foundation Inc in Fiscal Year 2023-2024.

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 additional grant funds in an amount not to exceed Eighty Five Thousand Nine Hundred Twenty Five Dollars and Zero Cents (\$85,925.00) ("Funds"), to support The Miami-Dade North Arts & Humanities Foundation, Inc., doing business as the Miami Museum of Contemporary Art of the African Diaspora, is a Florida not for profit corporation ("Miami MOCAAD"), is a Florida not for profit corporation ("Miami MOCAAD"). Miami MOCAAD has requested funds from the SEOPW CRA for continued support for the 2023 Soul Basel kickoff and Virtual Art Exhibit at the Lyric Theater ("Art Exhibit Workshop") to provide hands on virtual reality experiences including art and technology workshops to the residents within the Redevelopment Area.

JUSTIFICATION:

163.370, Florida Statue Powers; Counties and Municipalities; Community Redevelopment Agencies. - (b) To disseminate slum clearance and community redevelopment information.

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

Attachment: File # 15435 - Exhibit B (15435 : 4/5ths Bid Waiver for Arts and Culture)

Christine King
Board Chair



James McQueen
Executive Director

Southeast Overtown/Park West Community Redevelopment Agency

NOTICE OF PUBLIC HEARING

The Board of Commissioners ("Board") of the Southeast Overtown/ Park West Community Redevelopment Agency ("SEOPW CRA") will hold a Public Hearing on Thursday, January 25, 2024, 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 **Miami-Dade North Arts & Humanities Foundation, Inc.**, to provide hands on virtual reality experiences including art and technology workshops to the residents within the Redevelopment Area.

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-Five Thousand Nine Hundred Twenty-Five Dollars and Zero Cents (\$85,925.00) for the Art Exhibit Workshops.

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 on Thursday, January 25, 2024, 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), not later than two (2) business days prior to the proceeding. TTY users may call 711 (Florida Relay Service), not later than two (2) business days prior to the proceeding.

(SEOPW CRA Seal)
Ad No.

Todd B. Hannon
Clerk of the Board

Attachment: File # 15435 - Exhibit B (15435 : 4/5ths Bid Waiver for Arts and Culture)



Miami MoCAAD Soul Basel Kickoff 2023 Budget

Worldwide Premier of AR/VR Virtual Art Exhibit Film

"This Life: Black Life in the Time of Now"

Rental Fees	
The Urban Rental Fee	\$ 6,500
Furniture Rental	\$ 2,000
Wooden Chair (350 Chairs)	\$ 875
Stage Deck, Truss, 16x9 LED Screen, Mic System, Sound	\$ 4,000
Subtotal	\$ 13,375
Event Staff	
Cleaning Staff, Servers & Waiters	\$ 1,500
Security, Door Staff & Parking	\$ 300
Sign Language Interpreters	\$ 600
Subtotal	\$ 2,400
Entertainment	
Hybrid Virtual Production (M.A.)	\$ 6,900
Subtotal	\$ 6,900
Marketing/Branding	
Digital Marketing, Technology, Surveys & Assessment	\$ 10,000
Public Relations, Graphics & Promotional Materials	\$ 7,000
Video & Photography	\$ 2,000
Branded Grass & Signage/Photo Wall (1)	\$ 3,500
Subtotal	\$ 22,500
Administrative Costs	
Event Planning Fee - SocialXChange, Inc. / Alexis Brown	\$ 8,500
Subtotal	\$ 8,500
TOTAL	\$ 53,675

Target In-Person Attendance Estimated at 350 People
 Target Virtual Attendance Estimated at 350 People



Miami MoCAAD 2023 Budget

Worldwide Premier of AR/VR Virtual Art Exhibit Film *ARt Connecting Communities - Overtown and Coral Gables*

Rental Fees	
Historic Lyric Theater (Lobby, Theater, Screen)	\$ 7,250
Subtotal	\$ 7,250
Entertainment	
Hybrid Virtual Production (M.A.)	\$ 6,900
Sign Language Interpreters	\$ 600
Subtotal	\$ 7,500
Marketing/Branding	
Digital Marketing, Tech Support, Surveys & Assessment	\$ 7,000
Public Relations & Community Outreach	\$ 5,000
Subtotal	\$ 12,000
Administrative Costs	
Event Planning Fee - SocialXChange, Inc. / Alexis Brown	\$ 5,500
Subtotal	\$ 5,500
TOTAL	
	\$ 32,250

Target In-Person Attendance Estimated at 250 People

Target Virtual Attendance Estimated at 500 People

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: January 25, 2024

File:

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

From: James McQueen
Executive Director

References:

Enclosures: Exhibit A
Exhibit B

BACKGROUND:

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency ("SEOPW CRA") with attachments 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 aggregate amount not to exceed One Hundred Thirty-Three Thousand Three Hundred Seventy-One Dollars and Zero Cents (\$133,371.00)("Funds"), to the organizations, (Dunns-Josephine, Incorporated; Gateway Airport Concessions, Inc.; Haynes Harbour Group, Inc.; and The Miami-Dade North Arts and Humanities Foundation, Inc.) (the "Organizations") more particularly defined in Exhibit "A" attached and incorporated provide programs which preserve the rich history of the redevelopment area by bringing culture and art initiatives which will create jobs and connect communities ("Purpose"). The Organizations listed in Exhibit "A," attached and incorporated have completed applications and requested funding to assist with arts and cultural programs, as described in their respective proposals as set forth in Exhibit "B".

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

Attachment: File # 15435 - Bid Waiver Memo (15435 : 4/5ths Bid Waiver for Arts and Culture)

NOTICE OF PUBLIC HEARING

The Board of Commissioners (“Board”) of the Southeast Overtown/
West Community Redevelopment Agency (“SEOPW CRA”), will
a Public Hearing on Thursday, January 25, 2024, at 10:00 a.m. or an
thereafter in the City Commission chambers located at Miami City
3500 Pan American Drive, Miami, FL 33133. The Board will consid
allocation of funding to: **Dunns-Josephine, Incorporated; Gateway Ai
Concessions, Inc.; Haynes Harbour Group, Inc.; and The Miami-
North Arts and Humanities Foundation, Inc. (the “Organizations”)**

In accordance with the SEOPW CRA 2018 Redevelopment Plan U
 (“Plan”) and Florida Statutes 163, the Board will consider the allocati
 funding, in an aggregate amount to the Organizations not to exceed
 Hundred Seventy-Four Thousand Nine Hundred Eighty-Nine Dollar
 Zero Cents (\$174,989.00) for Arts and Culture.

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

This action is being considered pursuant to Sections 18-85 (a) of the
 of the City of Miami, Florida as amended (“Code”). The recommend
 and findings to be considered in this matter are set forth in the proj
 resolution and in Code Sections 18-85 (a), which are deemed
 incorporated by reference herein, and are available as with the sche
 SEOPW CRA Board meeting on Thursday, January 25, 2024, at 10:00
 or anytime thereafter in the City Commission chambers located at M
 City Hall, 3500 Pan American Drive, Miami, FL 33133.

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

In accordance with the Americans with Disabilities Act of 1990, pe
 needing special accommodations to participate in this proceeding
 contact the Office of the City Clerk at (305) 250-5361 (Voice), not
 than two (2) business days prior to the proceeding. TTY users may ca
 (Florida Relay Service), not later than two (2) business days prior t
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Attachment: File # 15435 - Notice to the Public (15435 : 4/5ths Bid Waiver for Arts and Culture)

SEOPW Board of Commissioners Meeting
January 25, 2024

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

To: Board Chair Christine King and Members of the CRA Board Date: January 18, 2024 File: 15441



From: James McQueen
Executive Director

Subject: 4/5ths Bid Waiver to Greater Bethel African Methodist Episcopal Church, Overtown, Miami, FL, Inc.

Enclosures: File # 15441 - Bid Waiver Memo
File # 15441 - Notice to the Public
File # 15441 - 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 Greater Bethel African Methodist Episcopal Church, Overtown, Miami, FL, Inc., a Florida not-for-profit (“Greater Bethel”), in an amount not to exceed Two Hundred Seventy-Three Thousand Three Hundred Twenty-Nine Dollars and Zero Cents (\$273,329.00) (“Funds”) for structural, electrical repairs and related improvements (“Purpose”) to Greater Bethel African Methodist Episcopal Church (“Bethel”) located within the redevelopment area at 245 N.W. 8th Street, Miami, Florida 33136; Folio #: 01-0103-050-1140 (the “Property”).

Built-in 1943 and designated as a Historic Site; as a result, Greater Bethel has requested assistance for the Purpose to Bethel’s Property.

JUSTIFICATION:

Section 2, Goal 1 of the SEOPW CRA 2018 Redevelopment Plan Update (“Plan”) lists the “preserv[ation of] historic buildings and community heritage”.

Section 2, Principle 8 of the updated 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 Tax Increment Financing funds to repair or renovate churches within the redevelopment area for the purpose of improving the community as a whole.

FUNDING:

\$273,329.00 to be derived from the SEOPW Tax Increment Fund, entitled "Other Grants and Aids,"
Account Code No. 10050.920101.883000.0000.00000.

FACT SHEET

Grantee name: Greater Bethel African Methodist Episcopal Church, Overtown, Miami, FL, Inc.

Address: 245 N.W. 8th Street, Miami, FL 33136 (Folio #: 01-0103-050-1140)

Funding request: \$273,329.00

Scope of work: Structural, electrical repairs and related improvements for an historic building built in 1943.

**AGENDA ITEM
FINANCIAL INFORMATION FORM**

SEOPW CRA

CRA Board Meeting Date: January 25, 2024

CRA Section:

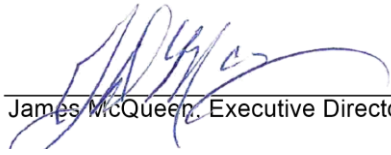
Brief description of CRA Agenda Item:

Authorizing a grant in the amount not to exceed \$273,379.00 to Greater Bethel African Methodist Episcopal Church, to assist with structural and electrical repairs and improvements of the main church building.

Project Number (if applicable):		
YES, there are sufficient funds in Line Item:		
Account Code: <u>10050.920101.883000.0000.00000</u> Amount: <u>\$273,379.00</u>		
NO (Complete the following source of funds information):		
Amount budgeted in the line item:	\$	
Balance in the line item:	\$	
Amount needed in the line item:	\$	
Sufficient funds will be transferred from the following line items:		
ACTION	ACCOUNT NUMBER	TOTAL
Project No./Index/Minot Object		
From		\$
To		\$
From		\$
To		\$

Comments:

Approved by:



James McQueen, Executive Director 1/18/2024

Approval:



Miguel A. Valentin, Finance Officer 1/18/2024



Southeast Overtown/Park West Community Redevelopment Agency

File Type: CRA Resolution

Enactment Number:

File Number: 15441

Final Action Date:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY, 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 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 FUNDING, FROM THE SEOPW CRA TAX INCREMENT FUND, "OTHER GRANTS AND AIDS," ACCOUNT CODE NO. 10050.920101.883000.0000.00000, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED SEVENTY-THREE THOUSAND THREE HUNDRED TWENTY-NINE DOLLARS AND ZERO CENTS (\$273,329.00), TO GREATER BETHEL AFRICAN METHODIST EPISCOPAL CHURCH, OVERTOWN, MIAMI, FL, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION ("GREATER BETHEL"), FOR STRUCTURAL AND ELECTRICAL REPAIRS AND RELATED IMPROVEMENTS ("PURPOSE"), TO GREATER BETHEL AFRICAN METHODIST EPISCOPAL CHURCH, LOCATED AT 245 N.W. 8TH STREET, MIAMI, FLORIDA 33136; FOLIO #0101030501150; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AN AGREEMENT, INCLUDING ANY AND ALL OTHER NECESSARY DOCUMENTS, ALL IN FORMS ACCEPTABLE TO THE GENERAL COUNSEL, WITH GREATER BETHEL FOR THE PURPOSE STATED HEREIN; 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 of the Plan lists the "preservation of historic buildings and community heritage" as a stated redevelopment goal; and

WHEREAS, Section 2, Principle 8 of the Plan states that "older buildings that embody the area's cultural past must be restored"; and

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

WHEREAS, Greater Bethel African Methodist Episcopal Church, Overtown, Miami, FL, Inc., a Florida not-for-profit corporation (“Greater Bethel”), owns Greater Bethel African Methodist Episcopal Church, located at 245 N.W. 8th Street, Miami, Florida 33136, Folio #0101030501140 (the “Property”), located within the redevelopment area; and

WHEREAS, the Property, was built in 1943 and is designated as a Historic Site; and

WHEREAS, the Property is in need of structural and electrical repairs and related improvements (“Purpose”); and

WHEREAS, the Board of Commissioners wishes to authorize funding in an amount not to exceed Two Hundred Seventy-Three Thousand Three Hundred Twenty-Nine Dollars and Zero Cents (\$273,329.00) (“Funds”) to Greater Bethel for said Purpose; and

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

WHEREAS, based on the recommendation and findings of the Executive Director, it is in the SEOPW CRA’s best interest for the Board of Commissioners to authorize, by an affirmative four-fifths (4/5ths) vote, a waiver of competitive sealed bidding procedures pursuant to Section 18-85 of the Code of the City of Miami, Florida, as amended (“City Code”), as adopted by the SEOPW CRA, and to authorize the Executive Director to negotiate and execute any and all agreements necessary, all in forms acceptable to the General Counsel, with Greater Bethel for the Purpose stated herein and subject to the availability of funds;

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 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 authorized¹ 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 Code No. 10050.920101.883000.0000.00000 to Greater Bethel or its vendors for the Purpose stated herein.

¹ The herein authorization is further subject to compliance with all legal requirements that may be imposed, including, but not limited to, those prescribed by applicable City Charter and City Code provisions.

Section 4. The Executive Director is authorized¹ to negotiate and execute an agreement, including any and all other necessary documents, all in forms acceptable to the General Counsel, with Greater Bethel for said Purpose.

Section 5. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the Executive Director, or the Executive Director's designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.

Section 6. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


Vincen T. Brown, Staff Counsel 1/18/2024

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

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

Date: January 25, 2024

File:

Subject: 4/5ths Bid Waiver Greater Bethel African Methodist Episcopal Church, Overtown, Miami, FL, Inc.

From: James McQueen
Executive Director

References:

Enclosures:

BACKGROUND:

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency ("SEOPW CRA"), by a four-fifths (4/5ths) 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 Greater Bethel African Methodist Episcopal Church, Overtown, Miami, FL, Inc., a Florida not-for-profit ("Greater Bethel"), in an amount not to exceed Two Hundred Seventy-Three Thousand Three Hundred Twenty-Nine Dollars and Zero Cents (\$273,329.00) ("Funds") for structural, electrical repairs and related improvements ("Purpose") to Greater Bethel African Methodist Episcopal Church ("Bethel") located within the redevelopment area at 245 N.W. 8th Street, Miami, Florida 33136; Folio #: 01-0103-050-1140 (the "Property").

Built-in 1943 and designated as a Historic Site; as a result, Greater Bethel has requested assistance for the Purpose to Bethel's Property.

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 Southeast Overtown/ Park West Community Redevelopment Agency (“SEOPW CRA”) hold a Public Hearing on Thursday, January 25, 2024, at 10:00 a.n anytime thereafter in the City Commission chambers located at Miami City Hall, 3500 Pan American Drive, Miami, FL 33133. The Board consider the award of grant funds to **Greater Bethel African Methodist Episcopal Church, Overtown, Miami, FL, Inc., a Florida not-for-profit** 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 Greater Bethel African Methodist Episcopal Church located at 245 N.W. 8th Street, Miami, Florida 33133. Folio #: 0101030501140, for structural, electrical repairs and related improvements for an historic building built in 1943.

In accordance with the SEOPW CRA 2018 Redevelopment Plan Update (“Plan”) and Florida Statutes 163, the Board will consider grant funds in an amount not to exceed Two Hundred Seventy-Three Thousand Three Hundred Twenty-Nine Dollars and No Cents (\$273,329.00) 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 recommendations and findings to be considered in this matter are set forth in the proposed resolution and in Code Sections 18-85 (a), which are deemed to be incorporated by reference herein, and are available as with the scheduled CRA Board meeting of Thursday, January 25, 2024, 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 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), not later than two (2) business days prior to the proceeding. TTY users may call 711 (Florida Relay Service), not later than two (2) business days prior to the proceeding.



Attachment: File # 15441 - Notice to the Public (15441 : 4/5ths Bid Waiver to Greater Bethel African Methodist Episcopal Church,



Greater Bethel African Methodist Episcopal Church

245 NW 8th Street ♦ Miami, Florida 33136

Phone: (305) 371-9102 ♦

Email: GreaterBethelMiami245@gmail.com

Rev. Dr. Mark E. Crutcher - Senior Pastor

January 9, 2024

Greeting Bro. Brian Zeltsman and the CRA Board,

We are sending this communication to upgrade the request for funds for Greater Bethel African Methodist Episcopal Church, Overtown, Miami, FL, Inc. We are asking for funds from your organization to make needed repairs and upgrades to meet the 40 Year Certification of the City of Miami.

We are humbly requesting \$273,329.00 to take care of the 40 Year certification process for the ministry. We had an evaluation of our electrical system conducted by Pelican Engineering Associates that highlighted the electrical repairs and upgrades that are needed. We are submitting proposals from different contractors that give the scope of work that is to be completed.

A copy of the engineering report for Greater Bethel Ministries is included with this request. If you have any questions concerning or requests, please contact us at 305-371-9102. You can also reach me by phone at 850-426-3377 or email at Greaterbethelmiami245@gmail.com.

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

1. The Church Building's electrical and structural upgrades for 40-year Certification, including stairway railing and Sanctuary upgrades.
 - a. Exterior Painting corking, sealing and repairs.
 - b. Sealing of the upstairs windows to prevent water intrusion.
 - c. Redesign of the Pulpit area electrical and structure with safety measures.

Sincerely,

ME Crutcher

Dr. Mark E. Crutcher, Pastor

BETHEL AME CHURCH RENOVATION



PROJECT BUDGET

	ITEM		COST
1	SOFT COST		
2	Design & Engineering		\$ 16,050.00
3			
4	General Contractor		
5	Construction Managers Gen Conditions & GRs and fees		\$ 54,665.80
6	Builders Risk		\$ 1,491.77
7	Gen. Liability Insurance		\$ 2,550.00
8			
9	40 Year Re-Certification		
10	Electrical Deficiency Repairs		\$ 30,000.00
11			
12	Fellowship Hall		
13	Pulpit Renovations		\$ 10,000.00
14	Ladies Restroom Repairs		\$ 4,720.00
15			
16	Main Sanctuary		
17	Replace Pulpit HVAC Registers		\$ 300.00
18	Pulpit Wall Painting		\$ 2,850.00
19	Reconfiguration of Pulpit		\$ 33,100.00
20	Pulpit Electrical Upgrades		\$ 5,250.00
21	Stairwell Railing Resurface Anto-Slip		\$ 1,100.00
###	Pulpit Kitchenette Plumbing		\$ 1,430.00
###	Pastor's Office Lighting Upgrade		\$ 1,321.00
###	Sanctuary Wall Repairs from Water Damage		\$ 10,500.00
###	Replace Sanctuary Column Light Fixtures - 10		\$ 3,100.43
###			
###	Exterior		
###	Replace 5 Double Exterior Doors		\$ 12,170.00
###	Replace 9 Double Exterior Doors		\$ 7,930.00
###	Wall Packs Repair/Replace		\$ 1,800.00
###	Paint Exterior		\$ 73,000.00
###	Total		\$ 273,329.00

This is a budget proposal pending construction documents.
Project Cost subject to final design documents

Bond if needed 2% - Project is below Statutory \$300,000

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PROPOSAL



GENERAL CONTRACTING SERVICES
GREATER BETHEL A.M.E. CHURCH

Greater Bethel Church
Miami, Florida

March 15, 2023



Attachment: File # 15441 - Backup (15441 : 4/5ths Bid Waiver to Greater Bethel African Methodist Episcopal Church, Overtown, Miami, FL, Inc.)

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

RE: Greater Bethel Church Building Renovations
SUBJECT: Project Proposal

Rev. Dr. Crutcher:

Asset Builders, d/b/a Messam Construction, looks forward to making the improvements to the Greater Bethel Church building.

As per your request, please see attached your proposal for this specific location: 245 NW 8th St, Miami.

We are available to begin at your earliest convenience.

Respectfully,

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

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

GREATER BETHEL CHURCH

245 N.W. 8 Street Miami, Florida



KEY SCOPES:

Exterior Painting – Structural Repairs - Window Sealing - Electrical

PROJECT: Greater Bethel Church – Electrical and Structural Upgrades, Repair of Doors, Exterior Painting and Windows Sealing, Security Lighting for 40 Year certification **LOCATION:** 245 N.W. 8 Street Miami, Florida 33136

DIVISION 9: PAINTING AND PROTECTIVE COATINGS Description of Work: We have been requested to provide a Proposal for the Exterior Painting Services at 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. Although there is a new roof there seems to be a leak coming from a window at the back of the facility, causing water damage. We are also scheduled to conduct waterproofing repairs to correct this.

ELECTRICAL Description of Work: Electrical upgrades for 40 Year Certification

- All work to be coordinated with the client - All products and colors as per approval
 Budget by Item : Services Item 1. Exterior Painting Services Item 2. Window Waterproofing repair
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 -WINDOW WITH LEAK TO BE EVALUATED -REMOVAL OF OLD MATERIAL AND APPLICATION OF NEW WATERPROOFING JOINT MATERIAL -APPLY CAULKING AROUND ALL WINDOWS AND DOORS AS NEEDED -APPLICATION OF PROTECTIVE BASE PRIMER -APPLICATION OF SW TOP COAT FINISH -CLEAN UP OF ALL RELATED DEBRIS
INCLUDED: All building perimeter, all stucco walls, accents, eyebrows, parapet, window waterproofing, and all as specified.

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

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

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

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

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



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Attachment: File # 15441 - Backup (15441 : 4/5ths Bid Waiver to Greater Bethel African Methodist Episcopal Church, Overtown, Miami, FL, Inc.)

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PROPOSAL

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

Exclusions:

Pressure Cleaning Entire Wall and Apply Waterproofing (By contracting)

NOT INCLUDED:

Metals

railings floors

special signs or anything not mentioned above or specified.

No removal contaminated/Deleterious materials

Surveying as-builts/Layout

No additional boring or surveying

Testing

Permit Fees

Soil not tested

Note:

Please find Electrical Evaluation Report attached as Exhibit A

Our Lump Sum Bid Price is as follows: \$273,329.00.

CRONIN ENGINEERING, INC.

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November 27th, 2019

Greater Bethel AME Church and Community Development Center
243 and 245 NW 8th Street
Miami, FL 33136

Re: 40-Year Certification - Inspection Report

Inspectors: Mr. Derek Cronin, P.E. – Structural Engineer
Mr. Leonardo Duran, Structural Engineer

Inspection Period: November 7-8th, 2019.

To Whom It May Concern:

After several inspections, we now submit this Structural Inspection Report with the purpose of initializing the repair process for obtaining the 40-year certification from Miami Dade County, Florida.

This report is accompanied by the “MINIMUM INSPECTION PROCEDURAL GUIDELINES FOR BUILDING STRUCTURAL RECERTIFICATION” as well as the “GENERAL CONSIDERATIONS” provided by the City of Miami Beach, filled out in the applicable parts accordingly.

“As a routine matter, in order to avoid possible misunderstanding, nothing in this report should guarantee for any portion of the structure. To the best of my knowledge and ability, this report represents an accurate appraisal of the present condition of the building based upon careful evaluation of observed conditions, to the extent reasonably possible.”

The building structure of Greater Bethel AME Church is currently in good condition but some repairs are necessary for completing the 40-year certification process in order to assure the structure can comfortably last you a further 10 more years until the next 50-year recertification assessment is necessary.

Full report starts on the following sheet of this 21 page packet.

Sincerely,

Derek
Cronin

Digitally signed by
Derek Cronin
Date: 2019.11.27
12:37:13 -05'00'



Derek P. Cronin, PE # 033419
Principal

MAIN CHURCH BUILDING (GREATER BETHEL AME)

GENERAL

Our engineer inspected both structures within the property, Greater Bethel AME Church which shares the main church structure temporarily with First United Methodist Church, as well as the adjacent smaller structure within the same property, a Development Center. Our inspections consisted solely of visual means with no destructive testing and were thoroughly executed throughout the entire external envelope of the building with particular attention to concrete spall or cracks, as well as all interior areas with particular attention to ceilings for things such as water stains or leaks, interior walls, columns and beams. Since in most instances structural members like walls and columns or beams are dressed in the interior with some type of cover like wallpaper or sheet-rock, damages on interior structural members however, cannot be seen unless they are not dressed as described. The methods of inspections used included line-of-sight damage spotting and light tapping with a hammer on areas suspected to contain concrete spall. The tools used for the inspection include tape measure, light hammer, potent flash-light and binoculars.

The main church structure consists of a combination of reinforced concrete and steel roof framing. There is no information available as to the type of foundation of the structure (deep or shallow foundation). The roof in its entirety is composed of structural steel truss members supported on either steel or reinforced concrete columns.

MAIN CHURCH STRUCTURE NORTH WING

Our engineer crawled into both attic spaces, one contained on the north portion where the central air-conditioning unit is located, and the large attic of the main hall of the church. Both these attic spaces consist of structural steel truss framing that are in good structural condition with no signs of corrosion. The north attic does however, contain wooden 2x10 joists that act as bottom chords for the diagonal steel trusses just above them spaced at 2 feet on-center, and are seemingly supported by concrete tie-beams. These wooden framing members that support the ceiling panels below them, in this north portion of the structure, are greatly deteriorated due to moisture and eaten through termites. The termite issue in here is severe – the wood members are very much eaten through and their design structural strengths have been substantially diminished. This attic also lacks insulation. The wood planks above the trusses that form the roof diaphragm and in turn support the tiles above them, are also in poor condition due to moisture and termites.

Because the main moment resisting frame is made of steel and the steel itself is in good condition, this roof is not in danger of caving in, however if not restored soon, the wood diaphragm from above will begin to collapse from the weight of the tiles and rainwater, and water leaks will become a major issue. It is also essential for all wooden members that have been diminished by termites to be replaced, including the wood planks from the roof diaphragm itself. Once the new members have been installed it is essential that the entire property structure be fumigated for termites so that this termite condition is contained or eliminated, and hence cannot spread. Once this is cleared, all wood members of the structure should be treated with a pre-approved anti-termite and moisture product. Any and all roof tiles and/or paper will have to be properly replaced.

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MAIN CHURCH STRUCTURE EAST SIDE LOWER ROOF

On the east side of the main hall is found an extruded roof that adds about 6 feet of extra space to the main hall. The roof of this extrusion contains no attic and is very clearly receiving water damage all throughout. The water stains observed from the interior space is a clear indication of the extensive water intrusion coming from above. This roof consists of wood rafters supporting the roof diaphragm and tiles from above and is structurally connected to the main hall via this roof. In similar fashion as the north wing repairs, the wood members of this roof must be exposed as they are very likely facing the same termite and/or rotting due to moisture as the other areas.

MAIN CHURCH STRUCTURE SOUTH-EAST WING, OFFICES

Similar conditions were found on the south-east wing of the church where the offices are located. This area contains completely wooden roof trusses as well as wooden 2nd story floors. As inspected in the attic of this area, it seems moisture here is just as or more abundant as in the north portion of the church and the termite problem is just as bad. A similar repair procedure – that of replacing and treating diminished wood members – is necessary for this south-east wing as well.

This south-east wing is composed of 2nd story wood floors. It is possible that this wood structure also contains termite eaten members and when reparation procedures begin it would be necessary to explore this more in-depth.

MAIN CHURCH STRUCTURE INTERIOR & MAIN HALL

On the interior of the main church building can be seen some water stains up on the ceilings of the main hall. These stain locations are particularly found along the north and south edges of the main hall ceiling, adjacent to the north and south concrete walls that support the roof the structure. When inside the attic space, our engineer found clear indications of water intrusion coming from the wooden roof diaphragm, directly above those locations of stain as seen from the interior ceiling below, along where this wood roof diaphragm meets the vertical frame-supporting concrete wall(s). These indications are seen as water streaks that run down directly onto the ceiling panels below. Although the steel trusses are intact, there are many wood members in this attic space that need be replaced and though luckily the termite problem found in the north and south-east wings does not seem to have spread into wood members of this main hall, there are however these particular locations where the vertical walls meet the horizontal roof diaphragm, that are experiencing substantial water leakage. This may become a structurally dire situation in the near future and thus cannot wait another 10 years for the 50th year recertification.

As seen from the interior of the main hall can also be seen a water stain on a ceiling panel located slightly east from the center point of the ceiling. Checking for this water intrusion in this location from within the attic also showed that the roof wood planks have been breached by water. It would be necessary to replace this section of the roof diaphragm as well, along with all paper and roof tiles from this section.

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MAIN CHURCH STRUCTURE INTERIOR, GENERAL

Aside from the water stained ceiling panels on those locations of the main church hall detailed in the previous paragraphs, there are other structural members that require further exploration to know the condition of the steel reinforcing bars within. The area in question refers to column and beam structures located in the north-east region of the main church hall as one approaches stairway. Concrete spall was seen abundantly in this area and it is likely that reinforcing steel bars within the concrete may be corroded. Depending on the extent of the corrosion, the repair of this would be chip these concrete areas to expose the steel, chasing the corrosion of the steel bars until no more corrosion occurs, cleaning the bars for proper inspection and then replacing them with new bars if the corrosion has eaten more than 10% the diameter of the steel cross-section. Once all the corroded steel is replaced following engineering specifications, then the bars would need to be coated with anti-corrosion paint and the concrete properly filled back in.

MAIN CHURCH STRUCTURE EXTERIOR ENVELOPE

Our engineer did a detailed walkthrough around the entire perimeter of the main church for inspection of the structure as seen from outside. Because the structure consists of masonry walls with concrete tie-columns and tie-beams, the types of damage being sought were mainly concrete spall, concrete cracks, or masonry block cracks. These damages are usually indicators of either foundation differential settlement, or movement of the structure caused either by hurricanes (or strong wind events) or material deterioration that weakens their structural capacity and causes rotations amongst the members. The tools used for this exterior inspection were

There were not too many of these damages found on the exterior walls except for a few random locations. Because the damage of this type was limited it can be assumed that the foundations have not had any significant differential settling or that past storms have not had too damaging effects on the structure. It is necessary to point out however that significant cracks can be seen on the external stair structures that lead to doors into the building on the east and west sides of the main church. Most of these cracks have developed dirt and mildew such that they are clearly outlined because of it. These cracks are not large nor do they appear to pose a danger to these stairs. They are however large enough that they should be not be ignored and require repair, but are narrow enough such that injection methods are probably not necessary. Because the cracks are not too large, repair is a simple procedure where the contractor saw-cuts the crack along its length in order to “widen” it and to a depth enough to where the crack is no longer visible. This widened crack would then need to be thoroughly cleaned and filled with high-strength epoxy along its entire length. There are a few cracks on the walls that would need this repair as well.

MAIN CHURCH STRUCTURE EXTERIOR ENVELOPE, WINDOWS

Most windows of the main church building are single mull awning windows that are showing clear signs of having been stressed both by time as well as by wind. Most of the classic signs of hurricane damage can be seen through most of the windows including but not limited to those of frame rotation, frame movement, ingested gaskets, cracked and deteriorated gaskets, cracked frame edges. Most other windows are specialty windows that cannot be opened. These windows were inaccessible due to their heights or position on the structure but they were observed through binoculars and are also showing the same damage. It is possible that the windows in the building are a contributor to the humidity and water intrusion.

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DEVELOPMENT CENTER, SMALLER ADJACENT STRUCTURE

GENERAL

On the east side of the lot is the Development Center building, a smaller flat-roof structure which we were told serves as an independent church on the first level and a relief-sanctuary for sex-trafficking victims on the second level. This building consists of CMU walls with concrete tie-columns and tie-beams. No information is available as to the type of foundation being used (deep or shallow foundation), a seemingly concrete second story floor slab, and a concrete flat-roof slab, both supported by either concrete or steel columns and beams. There was no central air-conditioning unit throughout the entire building, all AC units were independent to each space and their condensation/water expensed to the exterior of the building. This building was thoroughly inspected by our engineer in the interior of both stories as well as the exterior and up on the roof. All inspections were visual with no destructive testing using the same tools as those used for the main church building.

BUILDING ROOF

Without a doubt the most significant issue of this structure is that of the building's roof slab which is significantly breached and is allowing too much water intrusion all throughout. This was evidenced by many large water stains seen from within on the second story. These water stains on the ceiling second story ceiling were as large as three feet in diameter and their coloration were light to dark brown signifying long and continuous leakage penetrating through the roof level slab. Water is seeming penetrating through the second story floor slab as well, apparently originating from the building roof. This was evidenced by clear water stains seen on the ceiling panels of the interior of the first story, unlikely caused by any plumbing pipes since the layout of the bathrooms on the second story does not appear to allow for this.

The roof was inspected from the exterior on the top where it was very clear that the concrete roof slab has been deteriorated for a prolonged time period. This is evidenced by the wavy and pitted surface when seen from a slanted line-of-sight at the edges of the roof. These "waves" or "pits" are typical to structural slabs that have at locations, lost much of their resistive capacity due to water intrusion that in turn happen mostly in places where water sits or "ponds" – the steel in these locations of the slab where water ponding occurs, with time, receives constant amounts of water and humidity which corrodes the reinforcing steel within and begin forming these "pits" more pronounced as time progresses. This is progressive effect that begins with a breached waterproofing membrane at the top of the slab and seeps in through small cracks in the concrete. This water seepage and humidity then reach the reinforcing steel bars that begin to corrode. This corrosion then cracks the concrete further forming not only new cracks but widening the older ones as well. It then causes a chain reaction that when not stopped in good time can be a dangerous and costly situation.

DOORS AND WINDOWS

The entrance door frames of the second level have been clearly eaten through by termites and rotten due to moisture. The wood has been so diminished that in order to avoid moisture penetration, attempts have been made to fill the frames with foam sealing products in the past.

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Seemingly all windows of the structure have suffered significant deterioration due both to strong wind events and that due to time. All windows show basically all signs of stress: frame rotation, frame movement, ingested and cracked gaskets, etc. All the gaskets seen were cracked throughout; frames were cracked along their edges clearly caused by wind, some to the point where the window sills have been lifted off from the lintels below.

The water and moisture intrusion into this building through the second story roof and windows and doors is severe and has most likely affected the reinforcing steel around the entire structure in substantial amounts. The termite and moisture issue and the damage caused by storm events have been detrimental to the door frames and windows and have clearly diminished their capacity to resist the external elements. It is essential to make reparations to this structure and have it restored to safe inhabiting conditions. It is necessary to have destructive testing done to it in certain locations (such as exploratory concrete chipping) in order to see the extent of the damage. Depending on the extent of the damage the concrete restoration procedures may vary – it may be necessary to place post-shoring to some parts in order to ensure safety. It is also necessary to replace doors and windows or at the least, door and window frames in order to halt or reduce the moisture that is constantly seeping into the interior. The building roof waterproofing system must be torn out and replaced entirely since the slab underneath must be chipped from above in locations throughout its entirety. This is necessary because the steel reinforcing bars within must be left without corrosion.

GENERAL CONCLUSIONS

The main church building structure, Greater Bethel AME, as well as the smaller adjacent structure used as a Development Center, require significant of repairs in order for them to be able to resist another 10 years of usage. The most pressing structural issue is that of water and moisture intrusion into the building because this is where many more serious and dangerous structural matters arise from. For the main church building the moisture is happening because of wood members that have been rotting and eaten through by termites, as well as roofing paper and tiles that are clearly allowing water in from above. For the smaller adjacent structure the moisture is happening because the concrete roof slab has been for a very long time taking in substantial amounts of water and moisture. Also, because termites have been eating through wood members that form the frames of doors and windows. It is essential these wood and concrete structural members be restored/replaced as soon as possible since given their current condition, not only will they most probably not be able to withstand the strengths of a hurricane, but also they may be at a point of deterioration where daily occupancy may become dangerous.

Please see attached pictures.

Sincerely,
Derek
Cronin



Digitally signed by
Derek Cronin
Date: 2019.11.27
12:37:37 -05'00'

Derek P. Cronin, PE # 033419
Principal

CRONIN ENGINEERING, INC.

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1) South Elev. view, main entrance



2) East Elev. view.

Attachment: File # 15441 - Backup (15441 : 4/5ths Bid Waiver to Greater Bethel African Methodist Episcopal Church, Overtown, Miami, FL, Inc.)

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3) West Elev. view.



4) North Elev. view (picture rotated 90 degrees).

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5) Main church, main hall attic space, North end. Can be seen the water streaks that run down from wooden roof diaphragm system above.



6) Main church, main hall attic space, North end. Can be seen the water streaks that run down from wooden roof diaphragm system above.

Attachment: File # 15441 - Backup (15441 : 4/5ths Bid Waiver to Greater Bethel African Methodist Episcopal Church, Overtown, Miami, FL, Inc.)

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9

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7) Main church, main hall attic space, East direction view. Can be seen steel truss system in good condition but wooden roof diaphragm system above with several moisture-ridden wooden members.



8) Main church, main hall attic space, North end view. Can be seen steel the wooden roof diaphragm system above the steel trusses with several moisture-ridden wooden members.

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9) Main church, main hall attic space, South end. Can be seen the water streaks that run down from wooden roof diaphragm system above.



10) Main church, AC unit attic space north region roof system. Can be seen the water streaks that run down from wooden roof diaphragm system above, wood planks from the roof diaphragm above that are moisture-ridden (early stages of wood-rot). The steel trusses are in good condition.

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11) Main church, AC unit attic space north region roof system. Can be seen the wood planks from the roof diaphragm above that are moisture-ridden (early stages of wood-rot). Some would planks are already in the full rotting stage. The steel trusses are in good condition.



12) Main church, AC unit attic space north region roof system. Can be seen the 2x10 wood joists that act as bottom chords for roof trusses, many in deteriorated condition due to moisture and termites.

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13) Main church, AC unit attic space north region roof system. Can be seen the 2x10 wood joists that act as bottom chords for roof trusses, the wood dust left behind by termites eating through.

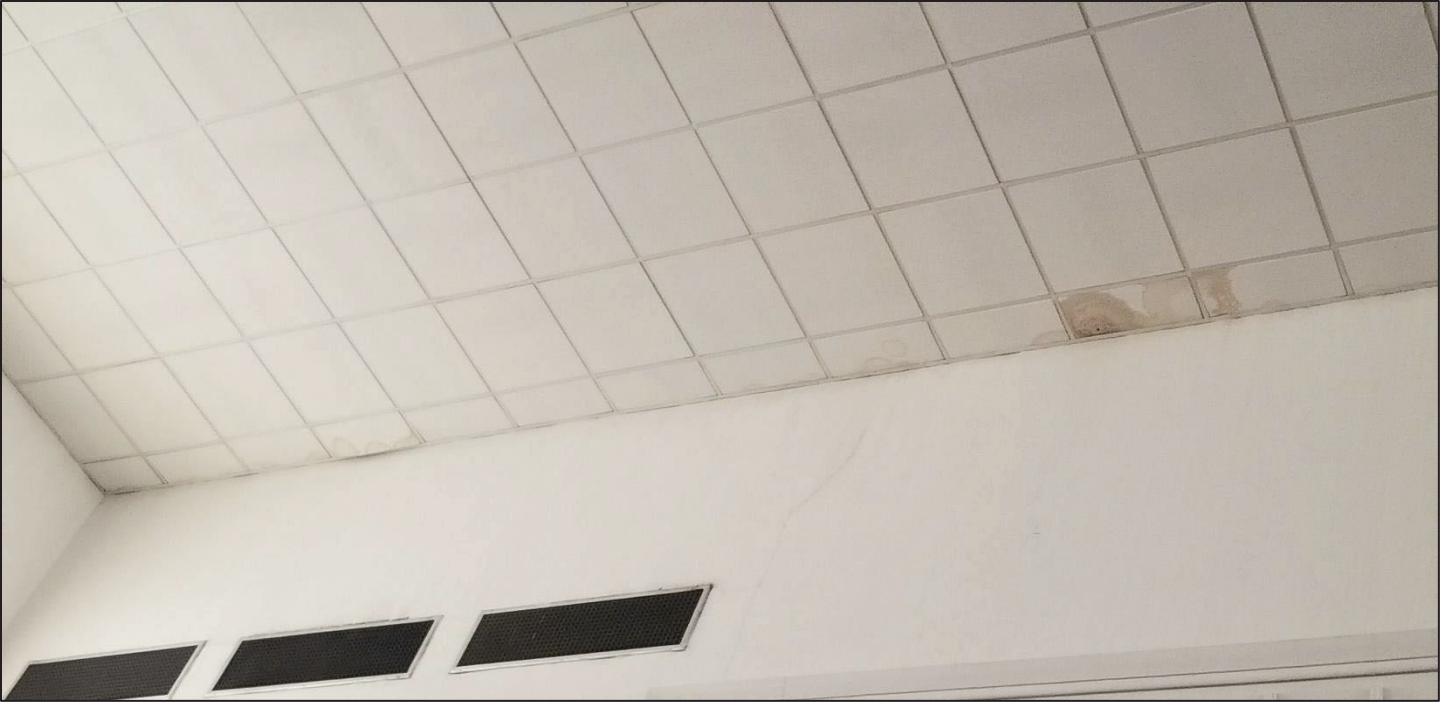


14) Main church, AC unit attic space north region roof system. Can be seen the 2x10 wood joists that act as bottom chords for roof trusses, the wood member completely eaten through by the termites. (Picture rotated 90 degrees clockwise)

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15) Main church main hall, interior water stains, north end of hall.



16) Main church main hall, interior fixed windows, south end, can be see moisture stains and peeling all around the window.

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17) Main church main hall, east side lower roof, can be seen extensive water leakage from the roof above.



18) Main church main hall, east side lower roof, can be seen extensive water leakage from the roof above.

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19) Main church main hall, NE side entering the stairway, can be seen much column and beam deterioration due to water and moisture.



20) Main church main hall, NE side entering the stairway, This part of the ceiling panels collapsed and were later exposed. Can be seen not only the damage to columns and beams around, but also the attic wood members in rotting condition.

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21) Main church, SE structure where offices are located. Can be seen the wood truss members moisture-ridden, at early stages of rot.



22) Main church, SE structure where offices are located. Can be seen the wood truss members moisture-ridden, at early stages of rot.

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23) Main church, SE structure where offices are located. Can be seen most wood truss members severely eaten by termites as well as the termite wood dust all throughout.



24) Main church, SE structure where offices are located, an opening of the ceiling from below. Can be seen the wood truss members moisture-ridden, at advanced stages of rot.

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25) Smaller adjacent structure, South east view



26) Smaller adjacent structure, 2nd story, can be seen extensive ceiling water stains.

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27) Smaller adjacent structure, 2nd story, can be seen extensive ceiling water stains.



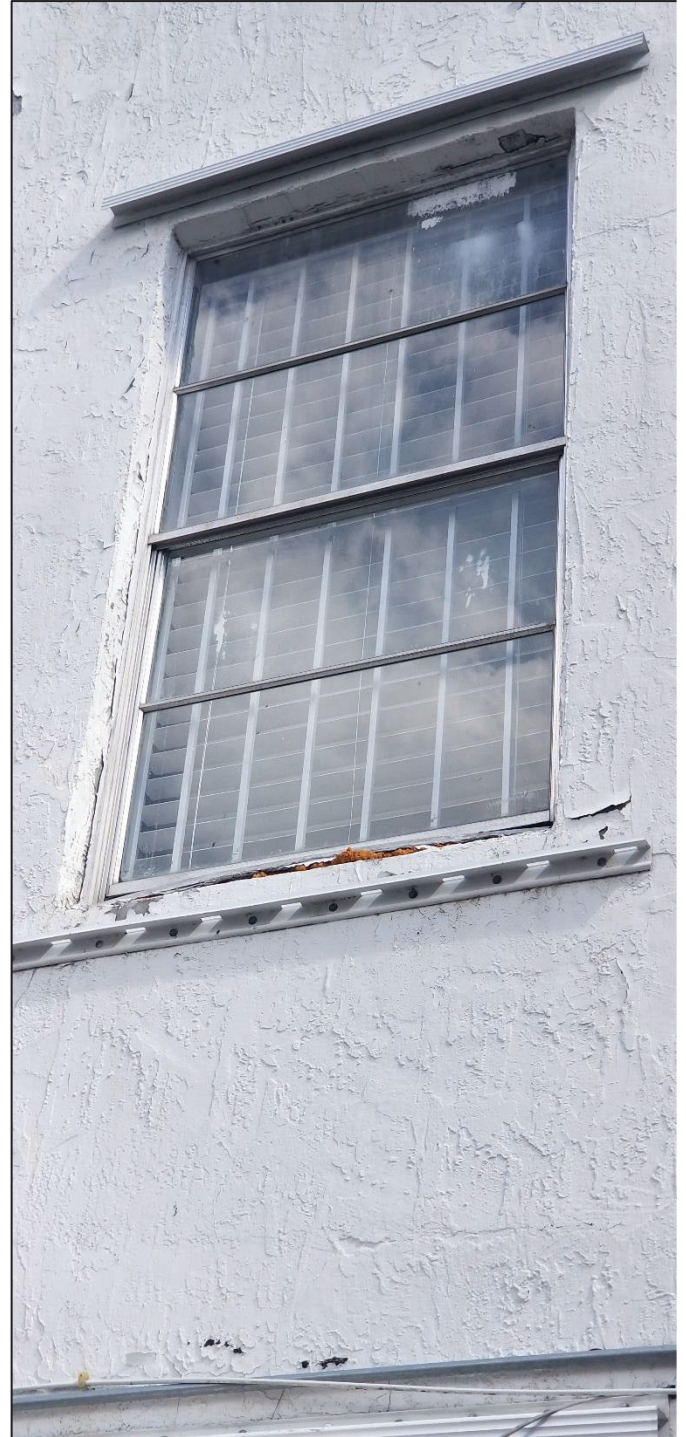
28) Smaller adjacent structure, 2nd story building roof from top, can be seen extensive “waving” and “pitting” as well as the deteriorated condition of the waterproofing membrane.

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29) Smaller adjacent structure, 2nd story, door wood frames eaten through by termites and attempted previously to be filled in with foam.



30) Smaller adjacent structure, 2nd story, windows all in similar condition, can be seen the cracked edges, lifted edges of the concrete lintel, window frames rotated, etc.

CITY OF MIAMI BUILDING DEPARTMENT

MINIMUM INSPECTION PROCEDURAL GUIDELINES FOR BUILDING'S ELECTRICAL RECERTIFICATION

INSPECTION COMMENCED DATE: 08/16/2022

INSPECTION MADE BY SIGNATURE: [Signature] PRINT NAME: JOHN FRYE

INSPECTION COMPLETED DATE: 08/17/2022

TITLE: Code Specialist ADDRESS: 4584 Mercantile Ave, Suite B, Naples, FL 34104

Form with fields: a. Name of Title: Greater Bethel Community Development Center; b. Street Address: 245 N.W.8th Street Miami, FL 33136; c. Legal Description: MIAMI NORTH PB 8-41, LOTS 14 TO 16 INC BLK 35, LOTS 4 & 13 THRU 17 BLK 35, LOT SIZE IRREGULAR; d. Owners Name: Greater Bethel AME Church; e. Owner's Mailing Address: 243 NW 8 St, Miami, FL 33101; f. Folio Number of Building: 01-0103-050-1140; g. Building Code Occupancy Classification; h. Present Use: Religious Worship, Residential living spaces/rooms; i. General Description, Type of Construction, Size, Number of Stories, and Special Features. Additional Comment: CBS construction, 2-story Sanctuary, 2-story attached office, 2 separate structures. These are two attached buildings with 2 electrical services a 800A, 3Ph and a 200A 1PH. See attached diagram, There are no outdoor electrical service disconnects and no placard to direct emergency or service personnel to other electrical service.

Attachment: File # 15441 - Backup (15441 : 4/5ths Bid Waiver to Greater Bethel African Methodist Episcopal Church, Overtown, Miami, FL, Inc.)

GUIDELINES AND INFORMATION FOR RECERTIFICATION OF ELECTRICAL SYSTEMS OF FORTY (40) YEAR STRUCTURES

1. ELECTRIC SERVICE Total of (7) grouped disconnects and (1) separate M.Bkr Panel

1. Size: Amperage (800A) 6 Fused) and (1) Molded Case Circuit Breaker (125A,3P)

2. Phase: (3ph) Single Phase ()

3. Condition: Good () Fair () Needs Repair ()

4. Comments: Service disconnects are located in a stairway and are not readily accessible require a ladder to access

2. METER AND ELECTRIC ROOM

1. Clearances: Meter Good (X) Service disconnects Requires Correction (X)

2. Comments: NFPA 70 National Electrical Code Article 230.71 Shall be grouped
.. 230.72 two to six as permitted shall be grouped

3. GUTTERS

1. Location: Interior stairway Good () Requires Repair (X)
See attached report

2. Taps and Fill: split bolt type in gutter Good (X) Requires Repair ()

3. Comments: See attached report of overheating at terminals

4. ELECTRICAL PANELS

1. Panel # (K) Location: KITCHEN
100A, single phase Good (X) Needs Repair ()

2. Panel # (S) Location: STAGE
60A, single phase Good (X) Needs Repair ()

3. Panel # (N) Location: NURSERY
100A, single phase, see report Good () Needs Repair (X)

4. Panel # (A) Location: ADMINISTRATION
Good () Needs Repair ()

5. Panel # (C-1) Location: CLOSET
Good () Needs Repair (X)

6. Comments: See photo of panel C-1, A 12 AWG conductor from neutral bar to bonding bushing, insulation melted and raceway discolored

5. BRANCH CIRCUITS

1. Identified: Yes () Must be identified (x)

2. Conductors: Good (x) Deteriorated () Must be replaced ()
Branch circuit directories need to identify connected load

3. Comments:

Attachment: File # 15441 - Backup (15441 : 4/5ths Bid Waiver to Greater Bethel African Methodist Episcopal Church, Overtown, Miami, FL, Inc.)

6. GROUNDING OF SERVICE

Condition: Good () Repairs Required (X)

Comments: Verify rigid metal conduit is a grounding electrode as defined by section 250, we did not observe required supplementary driven rod electrode when connected to cold water pipe

7. GROUNDING OF EQUIPMENT

Condition: Good () Repairs Required (x)

Comments: Several electrical panels have equipment grounding conductors terminated to neutral bar or screw that is supporting the enclosure, provide equipment ground bar kits as needed

8. SERVICE CONDUITS/RACEWAYS

Condition: Good (X) Repairs Required ()

Comments:

9. SERVICE CONDUCTORS AND CABLES

Condition: Good (X) Repairs Required ()

Comments:

10. TYPES OF WIRING METHODS

Condition:

Conduit Raceways: Good (X) Repairs Required ()

Conduit PVC: Good () Repairs Required ()

NM Cable: Good () Repairs Required ()

BX Cable: Good (X) Repairs Required ()

11. FEEDER CONDUCTORS

Condition: Good (X) Repairs Required ()

Comments: PVC conduit used inside church (Area of Assembly) Article 518.4

12. EMERGENCY LIGHTING

Condition: Good () Repairs Required (X)

Comments: We observed a lack of interior emergency lighting fixtures

13. BUILDING EGRESS ILLUMINATION

Condition: Good () Repairs Required (X)

Comments: We observed a lack of emergency lighting to the public way

14. FIRE ALARM SYSTEM

Condition: Certified July 2022 Good (X) Repairs Required ()

Comments:

15. SMOKE DETECTORS

Attachment: File # 15441 - Backup (15441 : 4/5ths Bid Waiver to Greater Bethel African Methodist Episcopal Church, Overtown, Miami, FL, Inc.)

Condition: N/A Good () Repairs Required ()

Comments:

16. EXIT LIGHTS

Condition: Good () Repairs Required ()

Comments: Some egress doors and paths do not have illuminated exit signs, battery back-up not operable.

17. EMERGENCY GENERATOR

Condition: N/A Good () Repairs Required ()

Comments:

18. WIRING IN OPEN OR UNDER COVER PARKING GARAGE AREAS

Condition: N/A Good () Repairs Required ()

Comments:

19. OPEN OR UNDERCOVER PARKING SURFACE AND SECURITY LIGHTING

Condition: Good () Illumination Required ()

Comments: N/A

20. SWIMMING POOL WIRING

Condition: Good () Repairs Required ()

Comments: N/A

21. WIRING OF MECHANICAL EQUIPMENT

Condition: Good () Repairs Required (X)

Comments: Equipment service disconnects do not have required work space NEC Article 110.26

22. GENERAL ADDITIONAL COMMENTS

Most all electrical equipment is not identified, rooms and spaces with electrical panels are not readily accessible. Recently added Elevator Disconnect added a 7th Service Main. We suggest a main breaker switchboard to replace 7 service mains or a new exterior main disconnect to feed the existing auxiliary gutter and switches

SD:rtc:rv:09/01/2000:40yrintranetsystem

Attachment: File # 15441 - Backup (15441 : 4/5ths Bid Waiver to Greater Bethel African Methodist Episcopal Church, Overtown, Miami, FL, Inc.)



Project: Greater Bethel AME Church
243 Northwest 8th Street
Miami, FL 33136

Project Number 220513

Date: Aug 16, 2022

Subject: 40-year Evaluation and Observation of Electrical Equipment

Main Electrical Service at Sanctuary Building (See attached drawing)

Service Entrance

(1) Set of overhead drop conductors from Local Utility
(2) Parallel sets of service conductors (4) 500kcmil
Entry through the back of auxiliary gutter
Auxiliary gutter 8"x 8" x 60", NEMA 1, with split bolt tap conductors to service disconnects
Open air current transformers feed to CT meter via 1" rigid
Service 120/240V, 3 phase, with (7) main disconnects
Service disconnects located on stairway and partial landing not accessible
Doors on disconnects restricted to 90 degrees access
Service grounding electrode system appears to be new to (2) exterior ground rods
connected to a ground bar in auxiliary gutter with 1 AWG conductor.
No temperature variations in auxiliary gutter 88-degree max
No signs of overheating in auxiliary gutter
Very limited identification or circuit schedule
Branch Panels Sanctuary (See Attached Drawing)

Main #1

American Clark 240V, 200A, 2-pole, 3-wire, fused disconnect
Feeds to panel C-1 at Southeast closet (See Drawing)
Splice box below Main #1 feeds kitchen panel disconnect
Kitchen fed by 100A, 2-pole, circuit breaker rated 10,000 AIC
Fused disconnect 1 fed from service tap conductors via split bolt with (3) 4/0 AWG, Alum
2" rigid metal conduit used as ground path without bonding bushing for load side
conductors
Neutral bonded to enclosure with 6 AWG
Termination temperature 83 to 88 degrees, no visible signs of overheating
Multiple conductors under load side lugs. Lugs are listed for one wire per lug.
This disconnect is bonded to the grounding electrode system via ground bar in gutter
connected to new 2/0 AWG grounding electrode conductor.

Main #2

General Electric TG4323, 240V, 100A, 3-pole, 3-wire, fused disconnect

Feeds Condensing Unit on west side

(3) 3 AWG from trough in PVC schedule 40 conduit with 8 AWG grounding conductor.

- Provide Main Bonding Jumper per table 250.102(C) (1) Correct Size 2/0 AWG

A/C disconnect not accessible due to chain link fence

Termination temperature 83 degrees no visible signs of overheating

High leg not identified

Main #3 (identified as A/C East #1 and Fellowship Hall)

American Clark 240V, 100A, 3-pole,3-wire, fused disconnect fed with (3) 1 AWG conductors

Feeder to 'Panel N' in Day Care room, via a 2-pole C.B. from air handler unit panel

Temperature 83 degrees no sign of overheating

High leg on C phase, Identify phase 'orange'

Main#4 A/C East #2

American Clark 240V, 100A, 3-pole, 3-wire fusible disconnect

(3) 1AWG to A/C condensing unit east

Service disconnect is not bonded, metallic rigid nipple grounding path to auxiliary gutter without bonding fittings (bonding locknuts or bushings with bonding jumpers

Line side Terminal B phase shows insulation breakdown and conductor discoloration shows signs of overheating. Terminal C shows signs of corrosion.

Disconnect backplate material breaking down and peeling away.

Engineers comment: We suggest replacing the equipment.

Main#5

125A, 1Ø, Main Breaker, 24 circuit panel, fed from auxiliary gutter via split bolts with

(3) 1 AWG, 1-36 cu neutral via 1" rigid nipple

Bonding screw present at neutral bar with signs of arc flash, remove screw, clean surface and provide new mechanical bonding jumper

Branch circuits not identified

Feeding branch circuits on ground floor

Temperature 84 degrees, no signs of overheating

Main #6

American Clark, 120/240V, 200A, 3-pole, 3-wire, fusible disconnect

(3) 3/0 AWG, no neutral, grounding via auxiliary gutter

Identified as A/C equipment

High leg on C phase, Identify phase 'orange'

B phase 95 degrees, signs of insulation overheating and need of repair

Main #7

240V, 3Ø, 3-wire, 125A, Molded Case breaker, (3) 1 AWG, no neutral conductor, equipment grounding via 2" rigid metal conduit

Square D equipment surface mounted

(3) 1 AWG feeder to elevator machine room

No equipment grounding conductor in 2" EMT

Hi-leg phase not identified

Service disconnect is not bonded to grounding electrode system, No Jumper or bonding fittings

Panel K (Kitchen) Photo 4016

150A, 1Ø, 120/240V, Square D Main Lug Loadcenter

120/240V, 1Ø, 24 branch circuit panel fed with (3) 1 AWG in EMT conduit

No equipment grounding conductor from disconnect

Neutral and grounding conductors are isolated in loadcenter with various branch circuits identified as receptacle & lighting outlets, coolers, hood etc.

Temperature 81 degrees, no signs of overheating

- Replace broken 30A rated receptacle outlet connected to panel fed with Type S, 10/3 cord protected by a 30A, 2-pole, circuit breaker
- Provide equipment grounding kit

There is no GFI protection of receptacle outlets in kitchen

Panel N (Nursery)

100A, 1Ø, 120/240V, Square D Main Lug Loadcenter

120/240V, 1Ø, 12 branch circuit panel fed with (3) 6 AWG

- Provide equipment ground bar in panel, separate grounded & grounding conductors
- Provide 1 pole breaker filler plate

Panel {Stage}

60A, 1Ø, 120/240V, Main Lug, Loadcenter, Square D (fed from Main #5 service disconnect)

Feeder: (2) 3AWG, (1) 3AWG [N] THW, conductors in EMT conduit

- Panel requires an equipment ground bar, separate neutrals and grounding conductors

Panel schedule unidentified

Building fire alarm system is fed from this panel

Panel C-1 (see exhibit 'A')

Located at closet by south entry door

125A, 1Ø, Main Breaker, 120/240V, I.T.E., Loadcenter

This panel is fed from tap box adjacent to panel

Tap box feeds a 100A, 120/240V, 3-pole, A/C disconnect

Tap box fed with 250 kcmil aluminum from Main #1

There is a conductor connected to a bonding bushing feeding neutral on 60 AMP panel

Conductor is overheating, insulation melted, repair required

Elevator Machine Room

120/240V, 3-pole disconnect
 Fed from Main service #7
 (3) 1 AWG to elevator machine room 2" EMT
 No temperature variations, 84°F degrees
 All inspections up to date
 Elevator cab lights fed from a fused disconnect origin unknown

Electric Service Administration Building

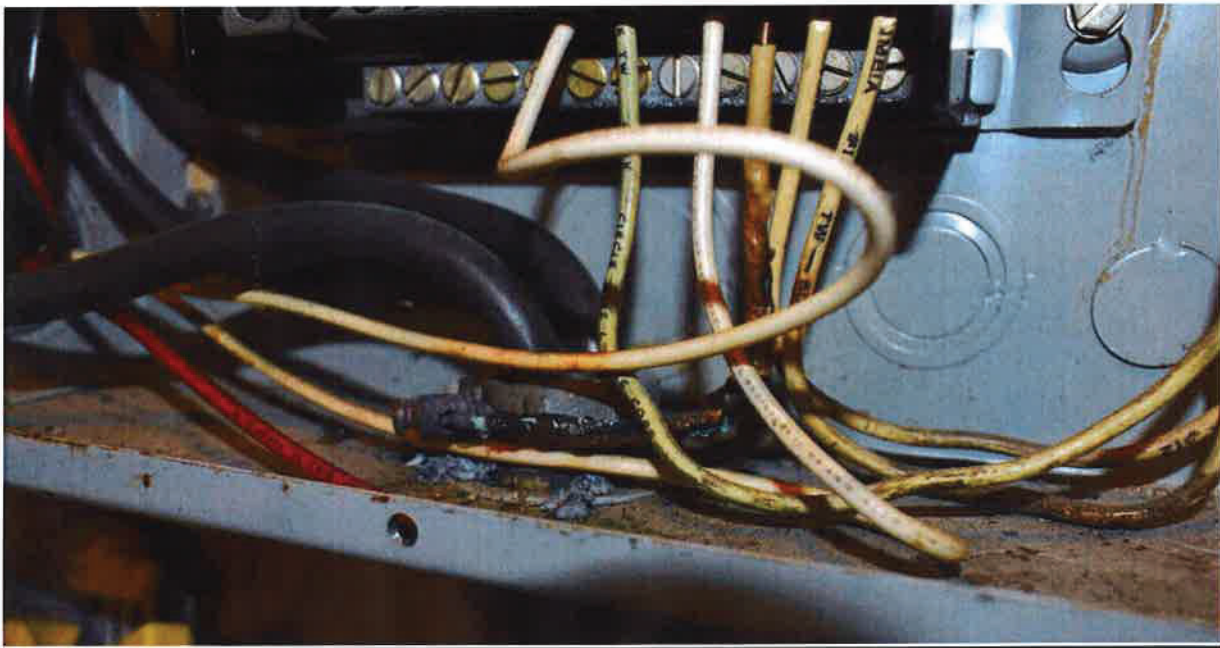
120/240V, 200A, 1Ø Utility voltage
 Meter located on the North side of building
 (1) 2" Riser with 3-3/0 AWG conductors connected via overhead service drop by FPL
 Utility meter grounding electrode conductor 6 AWG in 1/2" EMT to hub ground clamp, and
 connected to a cold water pipe, we did not observe a supplementary electrode, Verify
 Clamp integrity. No exterior service disconnect

Panel A {Service Administration Building}

Indoor panel fed from meter with 2" EMT with 3-3/0
 200A, Square D, Main Breaker, 30 Circuit loadcenter
 Neutral is bonded to enclosure via bonding screw
 Various branch circuits unidentified {See Pictures}
 Back-to-back of panel is a 120/240V, 16 branch circuit identified as 'Computer panel',
 located in a water heater closet {No working clearance}

General For All Buildings

Exit lighting fixtures at some exits, only signage at others
 Exit lights were tested for battery back-up nothing tested would work
 Emergency lights non existing
 One exit had a combination EM light but did not light with loss of power
 Exterior A/C cu were not accessible, cage fencing surrounding units, disconnect observed
 and did not have working clearance
 Electrical closets and equipment rooms were used for storage, not readily accessible
 Some exists blocked and chained off
 Most electric panels were not identified and lacked panel directories

Exhibit 'A'

Refer to the back-fed 125A main breaker panel above and to the White 12 AWG, TW, terminated to the raceway bonding bushing. It appears the neutral current is being carried to the conduit system. This is an electrical hazard. The conduit is to be the equipment grounding conductor. The panel is not identified, however we are calling this panel C-1

Bame Building

245 Northwest 8th Street, Miami, FL 33186

Electrical Service

Service Voltage: 120/240V, single phase, 3-wire

Overhead riser feeds a 400A rated meter can, nipples to a Zinsco 400 AMP fused switch.

This switch is protected with (2) 300 AMP fuses

This closet was full of storm shutters and was not made accessible for further observation

I could not verify grounding or remove covers

This fusible disconnect is feeding Panel B at the rear of building with 2 ½" EMT

No equipment grounding conductor present.

Panel B

MLO Gould panelboard

120/240V, single phase

Feeder conductors, (3) 500 Kcmil, THW insulation

No equipment grounding conductor, using conduit for ground path

- Provide equipment ground bar in panel, separate grounded & grounding conductors

Panel has a variety of manufacture circuit breakers

Panel schedule branch circuits not identified

This panel feed panel 'AC', an adjacent eight circuit panel with branch circuits identified as

window A/C's, with 4-two pole 15-AMP circuit breakers, no panel schedule identification

We observed panel B to have several parts of the branch circuit bus with discoloration, most was from the half way down where the (2) 80A, 2-pole breakers are across from each other and down. We suggest replacing the interior if that is possible, in lieu of the whole panel.

Small kitchen with GFI protected receptacle outlets

No fire alarm system in this building

No emergency lighting fixtures

Illuminated Exit lights are without battery back up

General For All Buildings

Exit lights at some exits, only signage at others

Exit lights were tested for battery back-up nothing tested would work

Emergency lights non existing

One exit had a combination EM light but did not light with loss of power

Exterior A/C cu were not accessible, cage fencing surrounding units

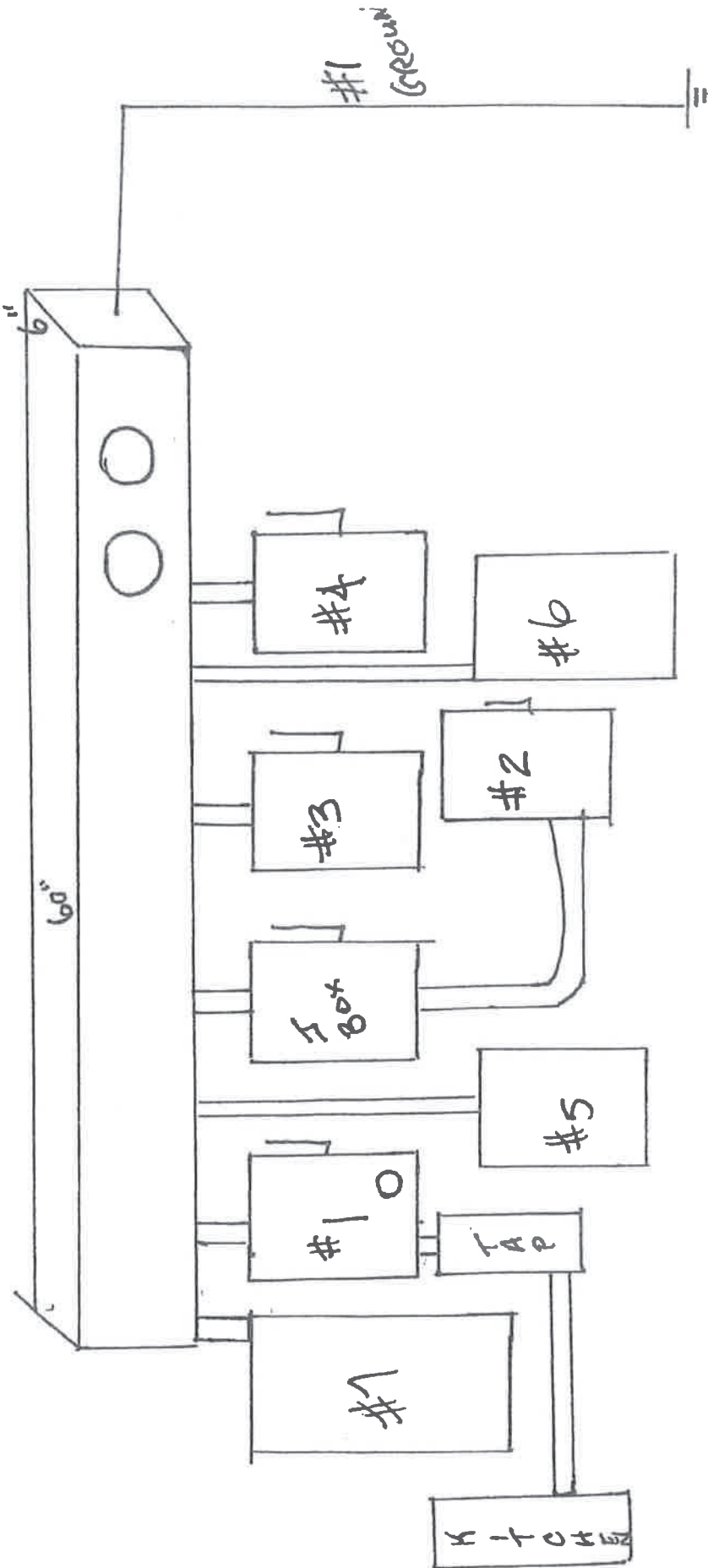
Disconnect observed did not have working clearance

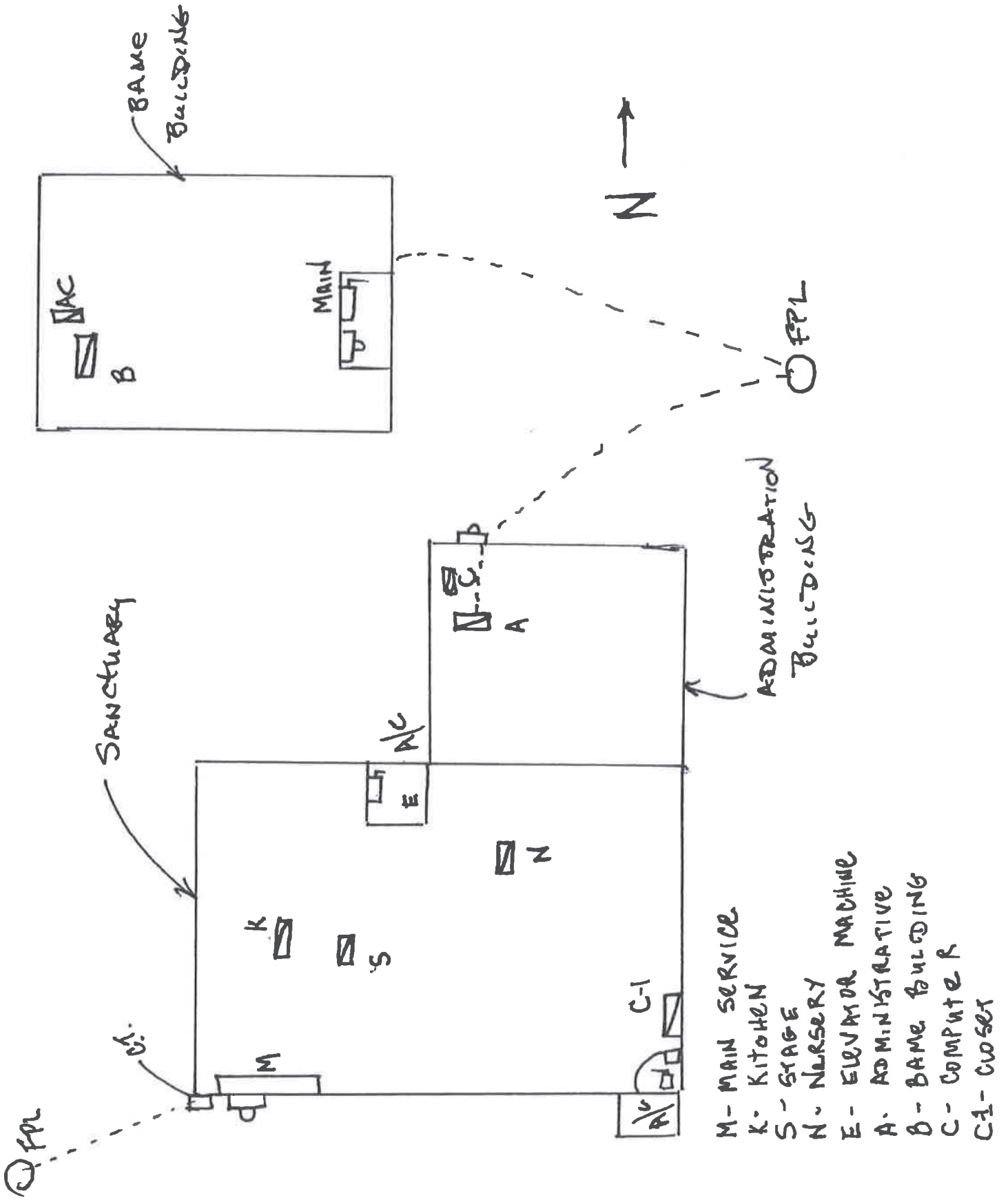
Closets and equipment rooms were very cluttered

Some exists blocked and chained off

Most electric panels were not identified and lacked panel directories

Nothing burning except B phase at Main #6 and ground bushing at C-1







Pelican Engineering Associates, Inc.

4584 Mercantile Avenue, Suite B

Naples, FL 34104

(239) 631-5333

Certificate of Authorization: 30909

To Building Owner or Management,

As with many projects we observe like yours, and the those we observe following an electrical failure, we want to offer something to consider from the point of industry standards. I hope you find this information is useful.

1. Life expectancy of electrical equipment.

The general rule of thumb for electrical systems is a life expectancy of 20 to 30 years. After that, you are in the "wear out period." When planning long-term plant expenditures or electrical system retrofits, a good place to start is determining the age of your electrical system. Once you know this, you can begin to anticipate when your equipment is no longer operating per specification or is likely to fail completely.

Equipment Type	Expected Useful Life Period (years) ¹
Transformers	25 to 30
Circuit Breakers	15 to 20 ²
Switchboards/Switchgear	30 to 40
MCC / Motor Starters	20 to 30
Panelboards	30
Motors	18 to 25
Generators	5 to 20
UPS	10
Luminaire	20
Capacitors (Power Factor Correction)	17
VFDs	20
Cable/Wire	30 to 40

¹Life expectancy info collected from ABB, CDA, CDM, IEEE Gold Book, and Siemens.
²By year 10, 50% of circuit breakers don't function properly per specs. By year 20, 90% don't function properly.

<https://www.p3-inc.com/blog/entry/treat-your-electrical-equipment-like-your-automobile-tires>

(The above is a rule-of-thumb as manufacturers differ within the ranges given above)

1. Overview and condition of existing equipment.

Observation of Electric equipment consists of panelboards and circuit breakers of which have doubled the life expectancy by industry standards counting the past 45 years. If there are no records of maintenance and performance, by industry standards failure is imminent. We use Thermal Imaging equipment during observation to note 'hot spots' in the electrical system.

With anything made by man it requires periodic maintenance to function over time. If you do not have a maintenance program, we can assist with building a program that is outlined by the Electrical Industry. Some of this can be completed by your maintenance personnel or local electrical contractor, other maintenance on a 5-year basis will need to be made by a company qualified in electrical test. We suggest Industrial Electrical Testing out of Jacksonville and based in Hallandale and are qualified to test and maintenance your service equipment and its circuit breakers.

2. Recommendations for updating to meet current code requirements.

Codes are updated due to new safety measures from data collected to eliminate hazards, and each code cycle due to new technology. See below some common violations that may and may not directly apply, however should be considered when making changes to the building or equipment replacement,

Code Violations per National Electrical Code, (National Fire Prevention Code, Chapter 70), and Electrical Safety in the Workplace 70E:

- A) Egress from the rooms with metering equipment
- B) Workspace in front of electrical metering and disconnects
- C) Electrical rooms and spaces used for storage
- D) Enclosures of electrical wiring is not accessible
- E) Absence of lighting in metering rooms
- F) Fire rating of walls adjacent to electrical rooms
- G) The maximum number of service disconnects required

3. Engineers' final comments

Most of your equipment has surpassed the standard for equipment life expectancy. It would be wise to consider a plan, in the very near future to replace and upgrade the churches service equipment and the noted items addressed in this report.

SEOPW Board of Commissioners Meeting
January 25, 2024

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

To: Board Chair Christine King and Members of the CRA Board Date: January 18, 2024 File: 15442



From: James McQueen
Executive Director

Subject: 4/5ths Bid Waiver to The Historic Saint Agnes Episcopal Church of Miami, Inc.

Enclosures: File # 15442 - Bid Waiver Memo
File # 15442 - Notice to the Public
File # 15442 - Exhibit A

BACKGROUND:

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”), with attachment(s) 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; amending resolution CRA-R-23-0055 attached; to authorize additional funding in an amount not to exceed One Hundred Eighteen Thousand Dollars and Zero Cents (\$118,000.00) bringing the total cost of the Project to One Million Two Hundred Ninety-Eight Thousand Dollars and Zero Cents (\$1,298,000.00) (“Funds”) to St. Agnes rehabilitation and preservation repairs to the Property as stated herein to support The Historic Saint Agnes Episcopal Church of Miami, Inc., a Florida not-for-profit corporation (“St. Agnes”) located at 1750 N.W. 3rd Avenue, Miami, Florida 33136 (the “Property”), to provide rehabilitation and preservation to the property. St. Agnes has requested Funds from the SEOPW CRA to install a roof, heating, ventilation, and air conditioning systems, construct new restrooms, general repairs, and update to the electrical and plumbing systems (“Purpose”).

JUSTIFICATION:

Section 2, Goal 1 on of the 2018 Southeast Overtown/Park West Community Redevelopment Plan Update (“Plan”) lists the “preserv[ation of] historic buildings and community heritage” as a stated redevelopment goal.

Section 2, Principle 8 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 SEOPW CRA may use TIF funds to repair or renovate churches within the redevelopment area for the purpose of improving the community.

FUNDING:

\$1,298,000.00 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: The Historic Saint Agnes Episcopal Church of Miami, Inc.

Address: 1750 N.W. 3rd Avenue, Miami, Florida 33136

Funding request: \$1,298,000.00

Scope of work or services (Summary): For the installation of a roof, heating, ventilation, and air conditioning systems, construction of a new restroom, general repairs, update electrical and plumbing system.

**AGENDA ITEM
FINANCIAL INFORMATION FORM**

SEOPW CRA

CRA Board Meeting Date: January 25, 2024

CRA Section:

Brief description of CRA Agenda Item:
Authorizing additional funds in the amount of \$118,000.00 to Historic Saint Agnes Episcopal Church of Miami, Inc. for renovations to St. Agnes Church.

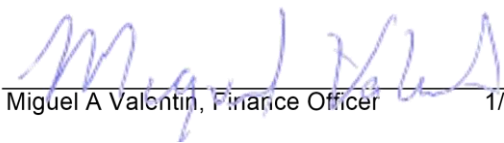
Project Number (if applicable):		
YES, there are sufficient funds in Line Item:		
Account Code: <u>10050.920101.883000.0000.00000</u> Amount: <u>\$118,000.00</u>		
NO (Complete the following source of funds information):		
Amount budgeted in the line item:		\$
Balance in the line item:		\$
Amount needed in the line item:		\$
Sufficient funds will be transferred from the following line items:		
ACTION	ACCOUNT NUMBER	TOTAL
Project No./Index/Minot Object		
From		\$
To		\$
From		\$
To		\$

Comments:
Approved by:



 James McQueen, Executive Director 1/18/2024

Approval:



 Miguel A Valentin, Finance Officer 1/18/2024



Southeast Overtown/Park West Community Redevelopment Agency

File Type: CRA Resolution

Enactment Number:

File Number: 15442

Final Action Date:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY (“SEOPW CRA”), WITH ATTACHMENT(S), 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 ADDITIONAL FUNDING IN AN AMOUNT NOT TO EXCEED ONE HUNDRED EIGHTEEN THOUSAND DOLLARS AND NO CENTS (\$118,000.00) (“ADDITIONAL FUNDING”), BRINGING THE TOTAL PROJECT COST TO ONE MILLION TWO HUNDRED NINETY-EIGHT THOUSAND DOLLARS AND ZERO CENTS (\$1,298,000.00) (“FUNDS”), TO THE HISTORIC SAINT AGNES EPISCOPAL CHURCH OF MIAMI, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION (“ST. AGNES”), TO PROVIDE REHABILITATION AND PRESERVATION TO THE PROPERTY LOCATED AT 1750 N.W. 3RD AVENUE, MIAMI, FLORIDA 33136 (“PURPOSE”); FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AN AMENDMENT, IN A FORM ACCEPTABLE TO THE GENERAL COUNSEL, TO THE SEOPW CRA’S PRIOR AGREEMENT WITH ST. AGNES TO PROVIDE FOR THE ADDITIONAL FUNDING FOR SAID PURPOSE; 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, Goal 1 of the Plan, is to “preserve historic buildings and cultural heritage; and

WHEREAS, Principle 8 of the Plan provides that, “older buildings that embody the area’s cultural past should be restored;” and

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

WHEREAS, The Historic Saint Agnes Episcopal Church of Miami, Inc., a Florida not-for-profit corporation (“St. Agnes”) located at 1750 N.W. 3rd Avenue, Miami, Florida 33136 (the “Property”), has requested funds from the SEOPW CRA to complete various repairs which include but are not limited to, roofing, heating, ventilation, air conditioning systems, and update the electrical and plumbing system (“Purpose”); and

WHEREAS, the Board of Commissioners adopted resolution number CRA-R-23-0055 at its November 16, 2023, meeting, authorizing disbursement of funds in an amount not to exceed One Million One Hundred Eighty Thousand Dollars and Zero Cents (\$1,180,000.00) for the rehabilitation and preservation of the Property;

WHEREAS, the Board of Commissioners wishes to authorize additional funding in an amount not to exceed One Hundred Eighteen Thousand Dollars and Zero Cents (\$118,000.00) (“Additional Funding”), to add contingency funds for potential unforeseen conditions, bringing the total cost of the Project to One-Million Two Hundred Ninety-Eight Thousand Dollars and Zero Cents (\$1,298,000.00) (“Funds”), to St. Agnes for the rehabilitation and preservation repairs to the Property as stated herein; 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 of the Code of the City of Miami, Florida, as amended (“City Code”), as adopted by the SEOPW CRA, to authorize the Executive Director to negotiate and execute any and all agreements necessary, all in forms acceptable to the General Counsel, with St. Agnes for provision of grant funds in an amount not to exceed One Million Two Hundred Ninety-Eight Thousand Dollars and Zero Cents (\$1,298,000.00) subject to the availability of funds;

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 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 disburse funds, at his discretion, on a reimbursement basis or directly to vendors, upon presentation of invoices and satisfactory documentation from the SEOPW CRA Tax Increment Fund, “Other Grants and Aids” Account No. 10050.920101.883000.0000.00000 to St. Agnes for the Property for the Purpose stated herein.

Section 4. The Executive Director is authorized to negotiate and execute an amendment, in a form acceptable to the General Counsel, to the SEOPW CRA’s prior agreement with St. Agnes to provide for the Additional Funding for said Purpose.

Section 5. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the Executive Director, or the Executive Director's designee, without need of public hearing, by filing a corrected copy of same with the City of Miami City Clerk.

Section 6. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


Vincent T. Brown, Staff Counsel 1/18/2024

**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: January 25, 2024

File:

Subject: 4/5ths Bid Waiver to The Historic Saint Agnes
Episcopal Church of Miami, Inc.

From: James McQueen
Executive Director

References:

Enclosures:

BACKGROUND:

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency ("SEOPW CRA"), with attachment(s) 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; amending resolution CRA-R-23-0055 attached; to authorize additional funding in an amount not to exceed One Hundred Eighteen Thousand Dollars and Zero Cents (\$118,000.00) bringing the total cost of the Project to One Million Two Hundred Ninety-Eight Thousand Dollars and Zero Cents (\$1,298,000.00) ("Funds") to St. Agnes rehabilitation and preservation repairs to the Property as stated herein to support The Historic Saint Agnes Episcopal Church of Miami, Inc., a Florida not-for-profit corporation ("St. Agnes") located at 1750 N.W. 3rd Avenue, Miami, Florida 33136 (the "Property"), to provide rehabilitation and preservation to the property. St. Agnes has requested Funds from the SEOPW CRA to install a roof, heating, ventilation, and air conditioning systems, construct new restrooms, general repairs, and update to the electrical and plumbing systems ("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

The Board of Commissioners (“Board”) of the Southeast Overtown/ West Community Redevelopment Agency (“SEOPW CRA”) will hold a Public Hearing on Thursday, January 25, 2024, at 10:00 a.m. or any time 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 **The Historic Saint Agnes Episcopal Church of Miami, Inc.**, located at 1750 N.W. 3rd Avenue, Miami, Florida 33133 (the “Property”).

In accordance with the SEOPW CRA 2018 Redevelopment Plan Update (“Plan”) and Florida Statutes 163, the Board will consider amending resolution CRA-R-23-0055 to revise a previously approved allocation of funding, in an amount not to exceed One Million One Hundred Eighty Thousand Dollars and Zero Cents (\$1,180,000.00) to One Million One Hundred Ninety Eight Thousand Dollars and No Cents (\$1,298,000.00) (“Funds”), to underwrite costs associated with installing a roof, heating, ventilation, and air conditioning systems, construct new restrooms, general repairs, and updates to the electrical and plumbing systems (“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 recommendations 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 on Thursday, January 25, 2024, 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 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), not later than two (2) business days prior to the proceeding. TTY users may call 711 (Florida Relay Service), not later than two (2) business days prior to the proceeding.



Attachment: File # 15442 - Notice to the Public (15442 : 4/5ths Bid Waiver to The Historic Saint Agnes Episcopal Church of Miami,



Exhibit "A"

Southeast Overtown/Park West Community Redevelopment Agency

Legislation

CRA Resolution: CRA-R-23-0055

File Number: 15051

Final Action Date: 11/16/2023

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 NO. 10050.920101.883000.0000.00000, IN AN AMOUNT TO NOT EXCEED ONE MILLION ONE HUNDRED EIGHTY THOUSAND DOLLARS AND ZERO CENTS (\$1,180,000.00) ("FUNDS") TO THE HISTORIC SAINT AGNES EPISCOPAL CHURCH OF MIAMI, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION ("ST. AGNES"), LOCATED AT 1750 N.W. 3RD AVENUE, MIAMI, FLORIDA 33136 (THE "PROPERTY"); TO PROVIDE REHABILITATION AND PRESERVATION TO THE PROPERTY ("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 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, Goal 1 of the Plan, is to "preserve historic buildings and cultural heritage; and

WHEREAS, Principle 8 of the Plan provides that, "older buildings that embody the area's cultural past should be restored;" and .

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

WHEREAS, The Historic Saint Agnes Episcopal Church of Miami, Inc., a Florida not for profit corporation (“St. Agnes”) located at 1750 N.W. 3rd Avenue, Miami, Florida 33136 (the “Property”) has requested funds from the SEOPW CRA to complete various repairs which include but are not limited to, roofing, heating, ventilation, air conditioning systems, and update the electrical and plumbing system (“Purpose”); and

WHEREAS, the Board of Commissioners wishes to authorize funding in an amount not to exceed One Million One Hundred Eighty Thousand Dollars and Zero Cents (\$1,180,000.00) (“Funds”) to St. Agnes rehabilitation and preservation repairs to the Property as stated herein; 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 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 St. Agnes for provision of grant funds in an amount not to exceed One Million One Hundred Eighty Thousand Dollars and Zero Cents (\$1,180,000.00) subject to the availability of funds;

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 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 St. Agnes for the Property for the Purpose stated herein.

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

Section 5. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the Executive Director, or the Executive Director’s designee, without need of public hearing, by filing a corrected copy of same with the City of Miami City Clerk.

Section 6. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


Vincent T. Brown, Staff Counsel 11/8/2023

Attachment: File # 15442 - Exhibit A (15442 : 4/5ths Bid Waiver to The Historic Saint Agnes Episcopal Church of Miami, Inc.)

SEOPW Board of Commissioners Meeting
January 25, 2024

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

To: Board Chair Christine King and Members of the CRA Board Date: January 18, 2024 File: 15443

Subject: Becker & Poliakoff, P.A, lobbying services



From: James McQueen
Executive Director

Enclosures: File # 15443 - Exhibit A

BACKGROUND:

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”), with attachment(s), authorizing the Executive Director to piggyback off of the Miami City Commission negotiated Professional Service Agreement (“PSA”) with Becker & Poliakoff, P.A., a Florida for profit corporation (“Becker”) in substantially the formed attached and incorporated (Exhibit “A”), for the provisions of federal and state lobbying services for the use with the SEOPW CRA for an initial period of one (1) year with an option to renew for one (1) additional one (1) year period; including any and all documents necessary and subject to budgetary approvals. On January 28, 2022, the Miami City Commission, City Manager concurred with the recommendation of the Evaluation Committee (“Committee”) and authorized Procurement to enter into negotiations with Becker for a PSA for Federal lobbying services.

The Executive Director desires to Piggyback off of the Miami City Commission negotiated PSA with Becker, for the provision of Federal lobbying services for the use with the SEOPW CRA for an initial period of one (1) year with an option to renew for one (1) additional one (1) year period is accepted.

JUSTIFICATION:

Section 2, Goals 5 and 7 of the Plan lists the “promot[ing] & market[ing] the community as a cultural & entertainment destination” as a stated redevelopment goal.

Section 2, Goal 6 of the Plan lists the improv[ing] the quality of life for residents” as a stated redevelopment goal.

Section 2, Principle 5 of the Plan states that “walking withing the neighborhood must be accessible, safe, and pleasant”.

Section 2, Principle 14 of the Plan lists “restor[ing] a sense of community and unify the area culturally” as a guiding principle.

FUNDING:

No fiscal Impact

FACT SHEET:

Company name: Becker & Poliakoff, P.A.

Address: 1 East Broward Boulevard #1800, Fort Lauderdale, FL 33301

Summary: The Executive Director desires to Piggyback off of the Miami City Commission negotiated PSA with Becker, for the provision of Federal lobbying services for the use with the SEOPW CRA for an initial period of one (1) year with an option to renew for one (1) additional one (1) year period is accepted.

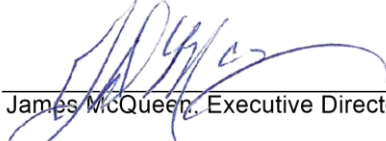
**AGENDA ITEM
FINANCIAL INFORMATION FORM**

SEOPW CRA

CRA Board Meeting Date: **January 25, 2024**

CRA Section:

Approved by:



James McQueen, Executive Director 1/18/2024

Approval:



Miguel A Valentin, Finance Officer 1/18/2024



Southeast Overtown/Park West Community Redevelopment Agency

File Type: CRA Resolution

Enactment Number:

File Number: 15443

Final Action Date:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY (“SEOPW CRA”), WITH ATTACHMENT(S), PURSUANT TO SECTION 18-111 OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED, AUTHORIZING THE EXECUTIVE DIRECTOR TO PIGGYBACK ON THE CITY OF MIAMI NEGOTIATED PROFESSIONAL SERVICE AGREEMENT (“PSA”) WITH BECKER & POLIAKOFF, P.A., A FLORIDA FOR-PROFIT CORPORATION (“BECKER”), IN SUBSTANTIALLY IN THE FORM ATTACHED AND INCORPORATED AS “EXHIBIT “A”, FOR THE PROVISION OF FEDERAL AND STATE LOBBYING SERVICES FOR THE SEOPW CRA, FOR AN INITIAL PERIOD OF ONE (1) YEAR WITH AN OPTION TO RENEW FOR ONE (1) ADDITIONAL ONE (1) YEAR PERIOD; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE ANY AND ALL OTHER NECESSARY DOCUMENTS, INCLUDING AMENDMENTS, EXTENSIONS, AND RENEWALS, SUBJECT TO BUDGETARY APPROVALS; 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 (“Redevelopment Area”) in accordance with the 2018 Southeast Overtown/Park West Redevelopment Plan Update (the “Plan”); and

WHEREAS, the SEOPW CRA is tasked with eliminating slum and blight pursuant to Chapter 163, Florida Statutes; and

WHEREAS, Section 163.370 Florida Statutes, authorizes the SEOPW CRA to lease properties within the Redevelopment Area to “eliminate obsolete or other uses detrimental to the public welfare; or otherwise to remove or prevent the spread of blight or deterioration”; and

WHEREAS, on January 28, 2022, the Miami City Commission, City Manager concurred with the recommendation of the Evaluation Committee (“Committee”) and authorized Procurement to enter into negotiations with Becker & Poliakoff, P.A., a Florida profit corporation (“Becker”), for a Professional Services Agreement (“PSA”) for Federal lobbying services; and

WHEREAS, Procurement and a designated negotiating team successfully completed negotiations and have recommended to the City Manager the execution of a PSA, in substantially the form attached as Exhibit “A,” with Becker; and

WHEREAS, the Executive Director, pursuant to Section 18-111 of the Code of the City of Miami, Florida, as amended, as adopted by the SEOPW CRA (“City Code”), desires to piggyback on of

the City of Miami's negotiated PSA with Becker, for the provision of Federal and State lobbying services for use by the SEOPW CRA for an initial period of one (1) year with an option to renew for one (1) additional one (1) year period; 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 the Executive Director to negotiate and execute any and all agreements necessary, all in forms acceptable to the General Counsel;

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:

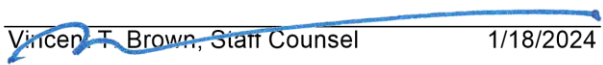
Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated herein as if fully set forth in this Section.

Section 2. Pursuant to Section 18-111 of the City Code, the Executive Director is hereby authorized to piggyback the City of Miami's negotiated PSA with Becker, for the provision of Federal and State lobbying services for use by the SEOPW CRA, in substantially the form attached and incorporated as Exhibit "A."

Section 3. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the Executive Director, or the Executive Director's designee, without need of public hearing, by filing a corrected copy of same with the City of Miami City Clerk.

Section 4. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

 Vincent T. Brown, Staff Counsel

1/18/2024

Exhibit "A"

AMENDMENT NO. 1

TO THE

PROFESSIONAL SERVICES AGREEMENT

BY AND BETWEEN

THE CITY OF MIAMI, FLORIDA, AND BECKER & POLIAKOFF, P.A.

This Amendment No. 1 ("Amendment") to the Professional Services Agreement dated April 19, 2022 ("Agreement"), by and between the City of Miami, a Florida municipal corporation ("City"), and Becker & Poliakoff, P.A., a Florida profit corporation ("Becker" or "Consultant"), with its principal place of business at 1 East Broward Boulevard, Suite #1800, Fort Lauderdale, Florida 33301.

RECITALS

WHEREAS, pursuant to the recommendation for award that resulted from Request for Proposals ("RFP") No. 1364386 and that was authorized by Resolution No. 22-0123, the City entered into the Agreement with Becker; and

WHEREAS, the City has a need to expand the scope and volume of the Federal Lobbying Services ("Services") provided via the Agreement with Becker;

NOW, THEREFORE, in consideration of the foregoing, the parties hereby amend the Agreement as follows:

TERMS

Exhibit "C" Compensation has been deleted in its entirety and replaced with the Amended Exhibit "C" Compensation, attached herein and incorporated hereby this reference.

COUNTERPARTS; ELECTRONIC SIGNATURES

This Amendment may be executed in counterparts, each of which shall be an original as against either party whose signature appears thereon, but all of which taken together shall constitute but one and the same instrument. An executed facsimile or electronic scanned copy of this Amendment shall have the same force and effect as an original. The parties shall be entitled to sign and transmit an electronic signature on this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Amendment upon request.

All other terms and conditions of the Agreement shall remain unchanged and in full operative force and effect.

Attachment: File # 15443 - Exhibit A (15443 : Becker & Poliakoff, P.A, lobbying services)

IN WITNESS WHEREOF, the Parties have executed this Amendment, or have caused the same to be executed, as of the date and year first above written.

"Becker" or "Consultant"

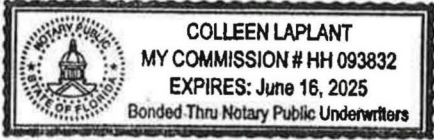
BECKER & POLIAKOFF, P.A.,
a Florida profit corporation

ATTEST:

By: Colleen LaPlant
Name: Colleen LaPlant
Title: Government Administrator

By: Omar Franco
Print Name: Omar Franco
Title: Senior Director

Colleen LaPlant



"City"

CITY OF MIAMI,
a Florida municipal corporation

ATTEST:

By: Ned Ewan
Todd B. Hannon
City Clerk

DocuSigned by:


By: Arthur Noriega
Arthur Noriega V
City Manager

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

By: Victoria Méndez
Victoria Méndez (Matter 22-1431)
City Attorney

DS
PV

APPROVED AS TO INSURANCE REQUIREMENTS:

By: Frank Gomez
Anne Marie Sharpe, Director
Risk Management

Attachment: File # 15443 - Exhibit A (15443 : Becker & Poliakoff, P.A., lobbying services)

COMPANY RESOLUTION
(This Resolution needs to authorize the signatory to sign)

WHEREAS, Becker & Poliakoff, P.A., a Florida Corporation, desires to enter into an Agreement with the City of Miami for the purpose of performing the work described in the contract to which this resolution is attached; and

WHEREAS, the Management Committee at a duly held company meeting has considered the matter in accordance with the bylaws of the company;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD of Becker & Poliakoff, P.A. (same as identified above) that this company is authorized to enter into the Agreement with the City, and Gary Rosen, the Managing Shareholder, and Omar Franco, the Senior Director, are hereby authorized and directed to execute the Agreement in the name of this Company and to execute any other document and perform any acts in connection therewith as may be required to accomplish its purpose.

IN WITNESS WHEREOF, this 1st day of April, 2022.

Becker & Poliakoff, P.A. ("Contractor")

A Florida Corporation (State) Company

By:  (sign)

Print Name: Omar Franco,

TITLE: Senior Director


_____ (sign)

Print Name: Gary Rosen

Attachment: File # 15443 - Exhibit A (15443 : Becker & Poliakoff, P.A, lobbying services)

REQUEST FOR PROPOSALS ("RFP") No. 1364386

FEDERAL LOBBYING SERVICES

AMENDED EXHIBIT "C"

COMPENSATION

Federal Lobbying Services

The Annual Price is based on a flat, annual fee for Federal Lobbying Services ("Services").

This not-to-exceed Annual Price shall remain fixed and firm throughout the term of the Agreement, include any renewals and/or extensions.

Annual Price \$ 150,000.00

Note: Expenses for travel of Consultant's personnel directly related to the provision of the Services described within the Requests for Proposals ("RFP") No. 1364386 Section 3 Scope of Services, will be reimbursed by the City in accordance with Section 112.061, Florida Statutes, "Per diem and travel expenses of public officers, employees and authorized persons."

Attachment: File # 15443 - Exhibit A (15443 : Becker & Poliakoff, P.A., lobbying services)

City of Miami, Florida

RFP 1364386

PROFESSIONAL SERVICES AGREEMENT

**By and Between
The City of Miami, Florida
And
CONSULTANT**

This Professional Services Agreement (“Agreement”) is entered into this 19th day of April, 2022 by and between the City of Miami, a municipal corporation of the State of Florida, whose address is 444 S.W. 2nd Avenue, 10th Floor, Miami, Florida 33130 (“City”), and, Becker & Poliakoff, P.A., company, qualified to do business in the State of Florida whose principal address is 1 Broward Boulevard, Suite #800, Fort Lauderdale, FL 33301, hereinafter referred to as the (“Consultant”).

RECITALS:

WHEREAS, the City of Miami issued Request for Proposal No. 1364386, on June 28, 2021 (the “RFP” attached hereto, incorporated hereby, and made a part of as Exhibit A) for the provision of federal lobbying services (“Services” as more fully set forth in the scope of work “Scope” attached hereto as Exhibit B), for the City of Miami’s Office of the City Manager, and Consultant’s Response and Price Proposal (“Price Proposal”, attached hereto, incorporated hereby, and made part of hereof as Exhibit C), in response thereto, has been selected as the most qualified proposal for the provision of the Services.

WHEREAS, the Evaluation Committee appointed by the City Manager determined that the Proposal submitted by the Consultant was responsive to the RFP requirements, and recommended that the City Manager negotiate with the Consultant; and

WHEREAS, the City wishes to engage the Services of Consultant, and Consultant wishes to perform the Services for the City; and

WHEREAS, the City and the Consultant desire to enter into this Agreement under the

Attachment: File # 15443 - Exhibit A (15443 : Becker & Poliakoff, P.A., lobbying services)

City of Miami, Florida

RFP 1364386

terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, Consultant and the City agree as follows:

TERMS:

1. RECITALS AND INCORPORATIONS: DEFINITIONS:

The recitals are true and correct and are hereby incorporated into and made a part of this Agreement. The City's RFP is hereby incorporated into and made a part of this Agreement and attached hereto as Exhibit "A". The Services and Scope of Work are hereby incorporated into and made a part of this Agreement and attached as Exhibit "B". The Consultant's Response and Price Schedule, dated, July 29, 2021 in response to RFP 1364386, is hereby incorporated into and made a part of this Agreement as attached Exhibit "C". The Consultant's Insurance Certificate is hereby incorporated into and made a part of this Agreement as attached Exhibit "D". The order of precedence whenever there is conflicting or inconsistent language between documents is as follows in descending order of priority: (1) Professional Services Agreement ("PSA") (2) Addenda/Addendum to the RFP, if any; (3) RFP; and (4) Consultant's Response and Price Schedule, dated July 29, 2021 acknowledging Services and Scope of Work and pricing component of services and, response to the Request for Proposals.

2. TERM:

The Agreement shall become effective on the date on the first page and shall be for the duration of one (1) year: an initial term of one (1) year with an option to renew for one (1) additional one (1) year period. The City, acting by and through its City Manager, shall have the option to extend or terminate the Agreement for convenience, that is, for any or no cause.

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3. SCOPE OF SERVICES:

A. Consultant agrees to provide the Services as specifically described, and under the special terms and conditions set forth in Exhibits "A" and "B" hereto, which by this reference is incorporated into and made a part of this Agreement ("Services").

B. Consultant represents to the City that: (i) it possesses all qualifications, licenses, certificates, authorizations, and expertise required for the performance of the Services, including but not limited to full qualification to do business in Florida, and meet all requirements of section 468.385, et seq., Florida Statutes; (ii) it is not delinquent in the payment of any sums due the City, including payment of permits, fees, occupational licenses, etc., nor in the performance of any obligations or payment of any monies to the City; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each and possess the licenses, registrations, and certifications required by law to perform such tasks; (iv) the Services will be performed in the manner described in Exhibit "A"; and (v) each person executing this Agreement on behalf of Consultant has been duly authorized to so execute the same and fully bind Consultant as a party to this Agreement.

C. Consultant shall always provide fully qualified, competent, and physically capable employees to perform the Services under this Agreement. Consultant shall possess and maintain any required licenses, permits and certifications to perform the Services under this Agreement. City may require Consultant to remove any employee the City deems careless, incompetent, insubordinate, intoxicated on the job, or otherwise objectionable and whose continued services under this Agreement is not in the best interest of the City.

4. COMPENSATION:

A. Consultant, as its sole compensation for the Services provided, shall receive compensation as indicated in Exhibit "C", which by this reference is incorporated into and made a part of this Agreement.

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B. Prices shall remain firm and fixed for the term of the Contract, including any renewal or extension periods. Consultant represents, warrants and guarantees to the City that Consultant shall completely, timely and properly perform the Work and all of its obligations under the Agreement, in accordance therewith, for the Contract Price agreed upon by the parties. This Contract Price shall constitute Guaranteed Maximum Cost to the Owner for performing the Work inclusive of labor, materials, equipment, supplies, and any allowable overhead and profit. The City shall (absent a prior Amendment with a justifiable compelling cause approved as an Amendment to this Agreement) have no liability or obligation to pay any amount in excess of the stated Contract Price and Consultant shall have no recourse in that respect except to seek an Amendment to the Agreement. All costs in excess of the Contract Price shall be paid solely by Consultant without reimbursement or additional compensation from the City.

5. OWNERSHIP OF DOCUMENTS:

Consultant understands and agrees that any information, document, report, data or other digital record, or any other material whatsoever which is given by the City to Consultant, its employees, or any subconsultant, or which is otherwise obtained or prepared by Consultant solely and exclusively for the City pursuant to or under the terms of this Agreement, is and shall always remain the property of the City. Consultant agrees not to use any such information, document, report, data, or material for any other purpose whatsoever without the written consent of the City Manager, which may be withheld or conditioned by the City Manager in his/her sole discretion. Consultant is permitted to make and to maintain duplicate copies of the files, records, documents, etc. if Consultant determines copies of such records are necessary after the termination of this Agreement; however, in no way shall the confidentiality as permitted by applicable laws be breached. The City shall maintain and retain ownership of any and all documents which result upon the completion of the work and Services under this Agreement as per the terms of this Section 5.

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6. AUDIT AND INSPECTION RIGHTS AND RECORDS RETENTION:

A. Consultant agrees to provide access to the City or to any of its duly authorized representatives, to any books, documents, papers, and records of Consultant which are directly pertinent to this Agreement, for the purpose of audit, examination, excerpts, and transcripts. The City may, at reasonable times, and for a period of up to three (3) years following the date of final payment by the City to Consultant under this Agreement, audit and inspect, or cause to be audited and inspected, those books, documents, papers, and records of Consultant which are related to Consultant's performance under this Agreement. Consultant agrees to maintain all such books, documents, papers, and records at its principal place of business in Miami-Dade County, or its local office in Miami-Dade County or to otherwise make them available in Miami-Dade County for a period of three (3) years after final payment is made under this Agreement and all other pending matters are closed. Consultant's failure to adhere to, or refusal to comply with, this condition shall result in the immediate cancellation of this Agreement by the City.

B. The City may, at reasonable times during the term hereof, inspect the Consultant's facilities and perform such tests, as the City deems reasonably necessary, to determine whether the goods or services required to be provided by Consultant under this Agreement conform to the terms hereof. Consultant shall make available to the City all reasonable facilities and assistance to facilitate the performance of tests or inspections by City representatives. All audits, tests and inspections shall be subject to, and made in accordance with, the provisions of Sections 18-99, 18-100, 18-101, and 18-102 of the Code of the City of Miami, Florida ("City Code"), which Sections apply to this Agreement, as same may be amended or supplemented, from time to time.

7. AWARD OF AGREEMENT:

Consultant represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage

City of Miami, Florida

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fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

8. PUBLIC RECORDS:

A. Consultant understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City Agreements, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable laws. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the City.

B. Consultant shall additionally comply with Section 119.0701, Florida Statutes, including without limitation: (1) keeping and maintaining public records that ordinarily and necessarily would be required by the City to perform this Service; (2) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if the Consultant does not transfer the records to the City; (4) upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the Service, if the Consultant transfers all public records to the City upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements, if the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records, all records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is

City of Miami, Florida

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compatible with the information technology systems of the City. Notwithstanding the foregoing, Consultant shall be permitted to retain any public records that make up part of its work product solely as required for archival purposes, as required by law, or to evidence compliance with the terms of the Agreement.

C. Should Consultant determine to dispute any public access provision required by Florida Statutes, then Consultant shall do so at its own expense and at no cost to the City. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DIVISION OF PUBLIC RECORDS AT (305) 416-1800, VIA EMAIL AT PUBLICRECORDS@MIAMIGOV.COM, OR REGULAR MAIL AT CITY OF MIAMI OFFICE OF THE CITY ATTORNEY, 444 SW 2ND AVENUE, 9TH FLOOR, MIAMI, FL 33130. THE CONSULTANT MAY ALSO CONTACT THE RECORDS CUSTODIAN AT THE CITY OF MIAMI DEPARTMENT WHO IS ADMINISTERING THIS CONTRACT.**

9. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:

Consultant understands that agreements with local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. City and Consultant agree to comply with and observe all such applicable federal, state and local laws, rules, regulations, codes, and ordinances, as they may be amended from time to time.

Consultant further agrees to include in all of Consultant's agreements with subconsultants for any Services related to this Agreement this provision requiring subconsultants to comply with and observe all applicable federal, state, and local laws rules, regulations, codes, and ordinances, as they may be amended from time to time. Local laws in accordance with this Section shall mean the applicable laws of the City of Miami, and Miami-Dade County.

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10. INDEMNIFICATION:

Consultant shall indemnify, hold and save harmless, and defend (at its own cost and expense), the City, its officers, agents, directors, and/or employees, from all liabilities, damages, losses, judgements, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, negligent act or omission, or intentional wrongful misconduct of Consultant and persons employed or utilized by Consultant in the performance of this Contract. Consultant shall further, hold the City, its officials and employees, indemnify, save and hold harmless for, and defend (at its own cost), the City its officials and/or employees against any civil actions, statutory or similar claims, injuries or damages arising or resulting from the permitted Work, even if it is alleged that the City, its officials, and/or employees were negligent. In the event that any action or proceeding is brought against the City by reason of any such claim or demand, the Consultant shall, upon written notice from the City, resist and defend such action or proceeding by counsel satisfactory to the City. The Consultant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Consultant shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The indemnification provided above shall obligate the Consultant to defend, at its own expense, to and through trial, administrative, appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City's option, any and all claims of liability and all suits and actions of every name and description which may be brought against the City, whether performed by the Consultant, or persons employed or utilized by Consultant.

These duties will survive the cancellation or expiration of the Contract. This Section will be interpreted under the laws of the State of Florida, including without limitation and interpretation, which conforms to the limitations of Sections 725.06 and/or 725.08, Florida Statutes, as applicable and as amended.

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Consultant shall require all sub-consultant agreements to include a provision that each sub-consultant will indemnify the City in substantially the same language as this Section. The Consultant agrees and recognizes that the City shall not be held liable or responsible for any claims which may result from any actions or omissions of the Consultant in which the City participated either through review or concurrence of the Consultant's actions. In reviewing, approving or rejecting any submissions by the Consultant or other acts of the Consultant, the City, in no way, assumes or shares any responsibility or liability of the Consultant or sub-consultant under this Contract.

Ten dollars (\$10.00) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this Indemnification, the receipt and sufficiency of which is voluntarily and knowingly acknowledged by the Consultant.

11. DEFAULT:

If Consultant fails to comply with any term or condition of this Agreement or fails to perform in any material way any of its obligations hereunder, and fails to cure such failure after reasonable notice from the City, then Consultant shall be in default. Consultant understands and agrees that termination of this Agreement under this section shall not release Consultant from any obligation(s) accruing prior to the effective date of termination. Should Consultant be unable or unwilling to commence to perform the Services within the time provided or contemplated herein, then, in addition to the foregoing, Consultant shall be liable to the City for all expenses incurred by the City in preparation and negotiation of this Agreement, as well as all costs and expenses incurred by the City in the re-procurement of the Services, including consequential and incidental damages. Upon the occurrence of a default hereunder the City, in addition to all remedies available to it by law, may immediately, upon written notice to Consultant, terminate this Agreement whereupon all payments, advances, or other compensation paid by the City to Consultant while Consultant was in default shall be immediately returned to the City.

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If the City fails to comply with any term or condition of this Agreement or fails to perform in any material way any of its obligations hereunder, and fails to cure such failure after reasonable notice from Consultant, the City shall be in default, which shall be treated as a termination pursuant to Section 13.

12. RESOLUTION OF AGREEMENT DISPUTES:

Consultant understands and agrees that all disputes between Consultant and the City based upon an alleged violation of the terms of this Agreement by the City shall be submitted to the City Manager for his/her resolution, prior to Consultant being entitled to seek judicial relief in connection therewith. In the event that the amount of compensation hereunder exceeds Twenty-Five Thousand Dollars (\$25,000.00), the City Manager's decision shall be approved or disapproved, as applicable, by the City Commission, whose decision shall be final. Consultant shall not be entitled to seek judicial relief, recourse, remedy or to file a civil action unless: (i) it has first received City Manager's written decision, approved or disapproved, as applicable, by the City Commission if the amount of compensation hereunder exceeds Twenty-Five Thousand Dollars and (\$25,000.00), or (ii) a period of sixty (60) days has expired, after submitting to the City Manager a detailed statement of the dispute, accompanied by all supporting documentation one hundred twenty (120) days if City Manager's decision is subject to City Commission approval); or (iii) City has waived compliance with the procedure set forth in this section by a written instrument clearly waiving compliance , signed by the City Manager. In no event may the amount of compensation under this Section exceed the total compensation set forth in Section 4 (A) of this Agreement. The adherence to this Section is the condition precedent to the institution of any civil action by the Consultant against the City.

Attachment: File # 15443 - Exhibit A (15443 : Becker & Poliakoff, P.A, lobbying services)

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13. TERMINATION: OBLIGATIONS UPON TERMINATION:

A. The City, acting by and through its City Manager, shall have the right to terminate this Agreement, in its sole discretion, and without penalty, at any time, by giving written notice to Consultant at least thirty (30) calendar days prior to the effective date of such termination. In such event, the City shall pay to Consultant compensation for Services rendered and approved expenses incurred prior to the effective date of termination. In no event shall the City be liable to Consultant for any additional compensation and expenses incurred, other than that provided herein, and in no event shall the City be liable for any consequential or incidental damages. The Consultant shall have no recourse or remedy against the City for a termination under this subsection except for payment of fees due prior to the effective date of termination.

B. The City, by and acting through its City Manager, shall have the right to terminate this Agreement, in its sole discretion, and without penalty, upon the occurrence of an event of a material breach hereunder, and failure to cure the same within thirty (30) days after written notice of default. In such event, the City shall not be obligated to pay any amounts to Consultant for Services rendered by Consultant after the date of termination, but the parties shall remain responsible for any payments that have become due and owing as of the effective date of termination. In no event shall the City be liable to Consultant for any additional compensation and expenses incurred, other than that provided herein, and in no event shall the City be liable for any direct, indirect, special, consequential, or incidental damages.

14. INSURANCE:

A. Consultant shall, always during the term hereof, maintain such insurance coverage(s) as may be required by the City. The insurance coverage(s) required as of the Effective Date of this Agreement are attached hereto as Exhibit "D" and incorporated herein by this reference. The City RFP number and title of the RFP must appear on each certificate of insurance. The Consultant shall add the City of Miami as an additional insured to its commercial

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general liability, and auto liability policies, and as a named certificate holder on all policies. Consultant shall correct any insurance certificates as requested by the City's Risk Management Administrator. All such insurance, including renewals, shall be subject to the approval of the City for adequacy of protection and evidence of such coverage(s) and shall be furnished to the City Risk Management Administrator on Certificates of Insurance indicating such insurance to be in force and effect and any cancelled or non-renewed policy will be replaced with no coverage gap and a current Certificate of Insurance will be provided. Completed Certificates of Insurance shall be filed with the City prior to the performance of Services hereunder, provided, however, that Consultant shall at any time upon request file duplicate copies of the Certificate of Insurance with the City.

B. If, in the judgment of the City, prevailing conditions warrant the provision by Consultant of additional liability insurance coverage or coverage which is different in kind, the City reserves the right to require the provision by Consultant 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 the Consultant fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following the City's written notice, this Agreement shall be considered terminated on the date that the required change in policy coverage would otherwise take effect.

C. Consultant understands and agrees that all liabilities regarding the use of any of Consultant's employees or any of Consultant's subconsultants for Services related to this Agreement shall be borne solely by Consultant throughout the term of this Agreement and that this provision shall survive the termination of this Agreement. Consultant further understands and agrees that insurance for each employee of Consultant and each subconsultant providing Services related to this Agreement shall be maintained in good standing and approved by the City Risk Management Director throughout the duration of this Agreement.

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D. Consultant shall be responsible for assuring that the insurance certificates required under this Agreement remain in full force and effect for the duration of this Agreement, including any extensions hereof. If insurance certificates are scheduled to expire during the term of this Agreement and any extension hereof, Consultant shall be responsible for submitting new or renewed insurance certificates to the City's Risk Management Administrator as soon as coverages are bound with the insurers. In the event that expired certificates are not replaced, with new or renewed certificates which cover the term of this Agreement and any extension thereof:

- (i) the City shall suspend this Agreement until the new or renewed certificate(s) are received in acceptable form by the City's Risk Management Administrator; or
- (ii) the City may, at its sole discretion, terminate the Agreement for cause and seek re-procurement damages from Consultant in conjunction with the violation of the terms and conditions of this Agreement.

E. Compliance with the foregoing requirements shall not relieve Consultant of its liabilities and obligations under this Agreement.

15. NONDISCRIMINATION:

Consultant represents to the City that Consultant does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Consultant's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status, or national origin. Consultant further covenants that no otherwise qualified individual shall, solely due to his/her race, color, sex, religion, age, handicap, marital status, or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

City of Miami, Florida

RFP 1364386

16. ASSIGNMENT:

The Consultant's services are considered specialized and unique. This Agreement shall not be assigned, sold, transferred, pledged, or otherwise conveyed by Consultant, in whole or in part, and Consultant shall not assign or otherwise subcontract any part of its operations performing these services under this Agreement, without the prior written consent of the City Manager, which may be withheld or conditioned, in the City Manager's sole discretion.

17. NOTICES:

All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO CONSULTANT:

Omar Franco
Becker & Poliakoff, P.A.
1 Broward Boulevard, Suite 800
Fort Lauderdale, FL

TO THE CITY OF MIAMI:

Arthur Noriega V
City Manager
444 SW 2nd Avenue, 10th Floor
Miami, FL 33130-1910

Victoria Méndez
City Attorney
444 SW 2nd Avenue, 9th Floor
Miami, FL 33130-1910

Melissa Fernandez-Stiers
Chief of Staff
Office of the City Manager
444 SW 2nd Avenue, 10th
Floor Miami, FL 33130-1910

Annie Perez, CPPO
Procurement Director
444 SW 2nd Avenue, 6th Floor
Miami, FL 33130-1910

Attachment: File # 15443 - Exhibit A (15443 : Becker & Poliakoff, P.A, lobbying services)

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18. MISCELLANEOUS PROVISIONS:

A. This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the parties shall be in Miami-Dade County, Florida. **Each party shall bear its own attorney's fees.** Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction. The parties irrevocably, knowingly and voluntarily waive any rights to a jury trial in any action or proceeding between them arising out of this Agreement.

B. 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.

C. Should any provision, paragraph, sentence, word or phrase 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 or the City of Miami, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then the 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 or limitation of its use.

D. Consultant shall comply with all applicable laws, rules, and regulations in the performance of this Agreement, including but not limited to licensure, and certifications required by law for professional service Consultants.

E. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto. Except as otherwise set forth in Section 2 above, the City Manager shall have the sole authority to extend, amend, or modify this Agreement on behalf of the City.

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19. SUCCESSORS AND ASSIGNS:

This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns, if any.

20. INDEPENDENT CONTRACTORS:

Consultant has been procured and is being engaged to provide Services to the City as an independent contractor, and not as an agent or employee of the City. Accordingly, neither Consultant, nor its employees, nor any subconsultant hired by Consultant to provide any Services under this Agreement shall attain, nor be entitled to, any rights, emoluments, or benefits under the Civil Service or Pension Ordinances of the City, nor any rights afforded classified or unclassified employees of the City. Consultant further understands that Florida Workers' Compensation benefits available to employees of the City are not available to Consultant, its employees, or any subconsultant hired by Consultant to provide any Services hereunder, and Consultant agrees to provide or to require subconsultant(s) to provide, as applicable, workers' compensation insurance for any employee or agent of Consultant rendering Services to the City under this Agreement. Consultant further understands and agrees that Consultant's or subconsultants' use or entry upon City properties shall not in any way change its or their status as an independent contractor.

21. CONTINGENCY CLAUSE:

Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds, failure to allocate or appropriate funds, and/or change in program directions, applicable laws or regulations, upon thirty (30) days written notice.

City of Miami, Florida

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22. FORCE MAJEURE:

A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo not within the control of the Consultant. In the event that either party is delayed in the performance of any act or obligation pursuant to or required by the Agreement because of a Force Majeure Event as herein defined, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such Force Majeure Event actually delay such party. The party seeking delay in performance shall give notice to the other party in writing, within two (2) days of the Force Majeure Event, specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other party to overcome any delay that has resulted.

23. CITY NOT LIABLE FOR DELAYS:

Consultant hereby understands and agrees that in no event shall the City be liable for, or responsible to Consultant or any subconsultant, or to any other person, firm, or entity for or on account of, any stoppages or delay(s) in work herein provided for, or any damages whatsoever related thereto, because of any injunction or other legal or equitable proceedings or on account of any delay(s) for any cause over which the City has no control. The sole remedy which may be granted to the Consultant, in the reasonable discretion of the City Manager, following a prompt and detailed request to be officially transmitted by the Consultant is an extension of time. No other recourse or remedy will be available to the Consultant against the

City of Miami, Florida

RFP 1364386

City.

24. USE OF NAME:

Consultant understands and agrees that the City is not engaged in research for advertising, sales promotion, or other publicity purposes. Consultant is allowed, within the limited scope of normal and customary marketing and promotion of its work, to use the general results of this project and the name of the City. The Consultant agrees to protect any confidential information provided by the City and will not release information of a specific nature without prior written consent of the City Manager or the City Commission.

25. NO CONFLICT OF INTEREST:

Pursuant to City of Miami Code Section 2-611, as amended ("City Code"), regarding conflicts of interest, Consultant hereby certifies to the City that no individual member of Consultant, no employee, and no subconsultant under this Agreement nor any immediate family member of any of the same is also a member of any board, commission, or agency of the City. Consultant hereby represents and warrants to the City that throughout the term of this Agreement, Consultant, its employees, and its subconsultants will abide by this prohibition of the City Code.

26. NO THIRD-PARTY BENEFICIARY:

No persons other than the Consultant and the City (and their successors and assigns) shall have any rights as an express or implied third-party beneficiary whatsoever under this Agreement.

27. SURVIVAL:

All obligations (including but not limited to indemnity and obligations to defend, save and hold harmless) and rights of any party arising during or attributable to the period prior to expiration

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or earlier termination of this Agreement shall survive such expiration or earlier termination.

28. TRUTH-IN-NEGOTIATION CERTIFICATION, REPRESENTATION AND WARRANTY:

Consultant hereby certifies, represents and warrants to the City that on the date of Consultant's execution of this Agreement, and so long as this Agreement shall remain in full force and effect, the wage rates and other factual unit costs supporting the compensation to Consultant under this Agreement are and will continue to be accurate, complete, and current. Consultant understands, agrees, and acknowledges that the City shall adjust the amount of the compensation and any additions thereto to exclude any significant sums by which the City determines the contract price of compensation hereunder was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year of the end of this Agreement, whether naturally expiring or earlier terminated pursuant to the provisions hereof.

29. COUNTERPARTS/ELECTRONIC SIGNATURES:

This Agreement and any amendments hereto may be executed in counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument, each of which shall be an original as against either party whose signature appears thereon, but all of which taken together shall constitute but one and the same instrument. An executed facsimile or electronic scanned copy of this Agreement shall have the same force and effect as an original. The parties shall be entitled to sign and transmit an electronic signature on this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

30. ENTIRE AGREEMENT:

This instrument and its attachments constitute the sole and final agreement of the parties

City of Miami, Florida

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relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

Attachment: File # 15443 - Exhibit A (15443 : Becker & Poliakoff, P.A, lobbying services)

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IN WITNESS WHEREOF, the Parties have executed this Agreement, or have caused the same to be executed, as of the date and year first above written.

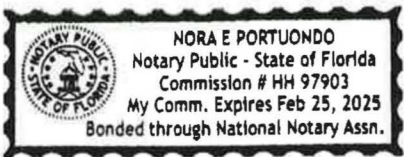
“Consultant”

Becker & Poliakoff, P.A.
a Florida profit corporation

ATTEST:

By: [Signature]
Name: Nora E. Portuondo
Title: Paralegal

By: [Signature]
Print Name: Omar Franco
Title: Senior Director



“City”


CITY OF MIAMI,
a Florida municipal corporation

ATTEST:

DocuSigned by:
By: [Signature] 
E46D7560DCF1450
Todd B. Hannon
City Clerk

DocuSigned by:
By: [Signature]
45F9436AFE40458
Arthur Noriega V
City Manager

APPROVED AS TO LEGAL FORM AND
CORRECTNESS:

DocuSigned by:
By: [Signature] 
F1E90A0F0E0497
Victoria Méndez (Matter 21-1427)
City Attorney

APPROVED AS TO INSURANCE
REQUIREMENTS:

DocuSigned by:
By: [Signature]
27395C8318214E7
Anne Marie Sharpe, Director
Risk Management

Attachment: File # 15443 - Exhibit A (15443 : Becker & Poliakoff, P.A., lobbying services)

COMPANY RESOLUTION
(This Resolution needs to authorize the signatory to sign)

WHEREAS, Becker & Poliakoff, P.A., a Florida Corporation, desires to enter into an Agreement with the City of Miami for the purpose of performing the work described in the contract to which this resolution is attached; and

WHEREAS, the Management Committee at a duly held company meeting has considered the matter in accordance with the bylaws of the company;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD of Becker & Poliakoff, P.A. (same as identified above) that this company is authorized to enter into the Agreement with the City, and Gary Rosen, the Managing Shareholder, and Omar Franco, the Senior Director, are hereby authorized and directed to execute the Agreement in the name of this Company and to execute any other document and perform any acts in connection therewith as may be required to accomplish its purpose.

IN WITNESS WHEREOF, this 1st day of April, 2022.

Becker & Poliakoff, P.A. ("Contractor")

A Florida Corporation (State) Company

By:  (sign)

Print Name: Omar Franco,

TITLE: Senior Director


_____ (sign)

Print Name: Gary Rosen

Attachment: File # 15443 - Exhibit A (15443 : Becker & Poliakoff, P.A, lobbying services)

City of Miami, Florida

RFP 1364386

EXHIBIT A

RFP No. 1364386

Attachment: File # 15443 - Exhibit A (15443 : Becker & Poliakoff, P.A, lobbying services)

City of Miami, Florida

RFP 1364386

EXHIBIT B
SCOPE OF WORK

Provide federal lobbying services per specifications

Attachment: File # 15443 - Exhibit A (15443 : Becker & Poliakoff, P.A, lobbying services)

City of Miami, Florida

RFP 1364386

EXHIBIT C
CONSULTANT'S RESPONSE AND PRICE PROPOSAL

Attachment: File # 15443 - Exhibit A (15443 : Becker & Poliakoff, P.A, lobbying services)

REQUEST FOR PROPOSALS 1364386

FEDERAL LOBBYING SERVICES

ATTACHMENT C

PRICE PROPOSAL

INSTRUCTIONS:

The Proposer's price shall be submitted on this Form, "Price Proposal", and in the manner stated herein. Proposer is requested to fill in the applicable blank on this form and to make no other marks.

Federal Lobbying Services

The Annual Price is based on a flat, annual fee for federal lobbying services.

This not-to-exceed annual price shall remain fixed and firm throughout the term of the Agreement to include any renewals and/or extensions.

Annual Price \$ 85,500

Note: Expenses for travel of Successful Proposer's personnel directly related to the provision of the services described within Section 3, Scope of Services, will be reimbursed by the City in accordance with State of Florida Statute 112.061, "Per diem and travel expenses of public officers, employees and authorized persons".


Signature

Omar Franco
Printed Name

Senior Director
Title

Attachment: File # 15443 - Exhibit A (15443 : Becker & Poliakoff, P.A, lobbying services)

EXHIBIT D
INSURANCE REQUIREMENTS

I. Commercial General Liability

- A. Limits of Liability
 - Bodily Injury and Property Damage Liability
 - Each Occurrence \$ 1,000,000
 - General Aggregate Limit \$ 2,000,000
 - Personal and Adv. Injury \$ 1,000,000
 - Products/Completed Operations \$ 1,000,000

- B. Endorsements Required
 - City of Miami listed as additional insured
 - Contingent & Contractual Liability
 - Premises and Operations Liability
 - Primary Insurance Clause Endorsement

II. Business Automobile Liability

- A. Limits of Liability
 - Bodily Injury and Property Damage Liability
 - Combined Single Limit
 - Owned/Scheduled Autos
 - Including Hired, Borrowed or Non-Owned Autos
 - Any One Accident \$ 1,000,000

- B. Endorsements Required
 - City of Miami listed as an additional insured

III. Worker's Compensation

- Limits of Liability
 - Statutory-State of Florida
 - Waiver of Subrogation

- Employer's Liability
 - A. Limits of Liability
 - \$1,000,000 for bodily injury caused by an accident, each accident
 - \$1,000,000 for bodily injury caused by disease, each employee
 - \$1,000,000 for bodily injury caused by disease, policy limit

IV. Professional Liability/Errors and Omissions Coverage

- Combined Single Limit

Attachment: File # 15443 - Exhibit A (15443 : Becker & Poliakoff, P.A., lobbying services)

City of Miami, Florida

RFP 1364386

Each Claim	\$1,000,000
General Aggregate Limit	\$1,000,000
Retro Date Included	

V. Network Security and Privacy Injury (Cyber Liability) If Applicable

Each Claim	\$1,000,000
Policy Aggregate	\$1,000,000
Retro Date Included	

Consultant agrees to maintain professional liability/Errors & Omissions coverage, along with Network Security and Privacy Injury (Cyber) coverage, if applicable, for a minimum of 1 year after termination of the contract period subject to continued availability of commercially reasonable terms and conditions of such coverage.

The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer in accordance to policy provisions.

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

The company must be rated no less than "A-" as to management, and no less than "Class V" as to Financial Strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

Attachment: File # 15443 - Exhibit A (15443 : Becker & Poliakoff, P.A, lobbying services)

City of Miami, Florida

RFP 1364386

EXHIBIT E
CORPORATE RESOLUTIONS
AND EVIDENCE OF QUALIFICATION TO DO BUSINESS IN FLORIDA
(To be provided upon document execution)

Attachment: File # 15443 - Exhibit A (15443 : Becker & Poliakoff, P.A, lobbying services)

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

To: Board Chair Christine King and Members of the CRA Board Date: January 18, 2024 File: 15445

Subject: City of Miami, Code Compliance Office



From: James McQueen
Executive Director

Enclosures: File # 15445 - Exhibit A

BACKGROUND:

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”), with attachment(s), the SEOPW CRA and the City of Miami, Code Compliance Office (“Licensee”), located at 444 S.W. 2nd Avenue Miami, Florida 33130 and the SEOPW CRA (“Licensor”) (collectively the “Parties”). The Licensee will have access to 1490 N.W. 3rd Avenue, Unit 112-B, Miami, FL 33136, 2,286 square feet (the “SEOPW CRA Property”). The Agreement confers no exclusive possession of the SEOW CRA Property. The Parties desire and intend to enter into the License Agreement (“Agreement”) (Exhibit “A”), for the use of the SEOPW CRA Property in substantially the attached form (“Purpose”).

JUSTIFICATION:

WHEREAS, Section 2, Goal 1 on page 11 of the Plan lists the “preserv[ation of] historic buildings and community heritage” as a stated redevelopment goal; and

WHEREAS, Section 2, Principle 8 on page 15 of the Plan states that “[o]lder buildings that embody the area’s cultural past must be restored”; and

FUNDING:

None.

FACT SHEET:

Company name: The City of Miami, Code Compliance Office

Address: 1490 N.W. 3rd Avenue, Unit 112-B, Miami, FL 33136

Scope of work or services (Summary): The officer ensures that businesses and people follow public health, safety, public works, consumer protection, business activities, building standards, municipal affairs, and more.

**AGENDA ITEM
FINANCIAL INFORMATION FORM**

SEOPW CRA

CRA Board Meeting Date: January 25, 2024

CRA Section:

Approved by:



James McQueen, Executive Director 1/18/2024

Approval:



Miguel A Valentin, Finance Officer 1/18/2024



Southeast Overtown/Park West Community Redevelopment Agency

File Type: CRA Resolution

Enactment Number:

File Number: 15445

Final Action Date:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY (“SEOPW CRA”) AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A MEMORANDUM OF UNDERSTANDING (“MOU”), IN A FORM ACCEPTABLE TO THE GENERAL COUNSEL, WITH THE CITY OF MIAMI (“CITY”), FOR THE USE OF APPROXIMATELY TWO THOUSAND TWO HUNDRED EIGHTY-SIX (2,286) CONTIGUOUS SQUARE FEET OF CRA-OWNED PROPERTY LOCATED AT 1490 NORTHWEST THIRD AVENUE, MIAMI, FLORIDA, ALSO KNOWN AS THE OVERTOWN SHOPPING CENTER, FOR THE EXCLUSIVE USE OF THE CITY TO OPERATE A CODE COMPLIANCE OFFICE, COMMENCING FROM THE EFFECTIVE DATE, AT NO COST TO THE CITY PURSUANT TO THE TERMS OF THE QUITCLAIM DEED RECORDED AT BOOK 28222, PAGE 4315-4324 OF THE OFFICIAL RECORDS OF MIAMI-DADE COUNTY, FLORIDA, WITH ADDITIONAL TERMS AND CONDITIONS TO BE MORE PARTICULARLY SET FORTH IN SAID MOU; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to City of Miami Resolution No. R-12-0114, adopted on March 22, 2012 the City of Miami (“City”) conveyed the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”) the property located at 1490 Northwest Third Avenue, Miami, Florida, also known as the Overtown Shopping Center (“Property”); and

WHEREAS, in the furtherance of said conveyance to the SEOPW CRA, the City executed and record a quitclaim deed at Book 28222, Page 4315-4324 of the official records of Miami-Dade County, conveying at no cost to the SEOPW CRA, the Property, so long as the City reserved certain portions (reserved and temporary space) on the Property for exclusive use of the City; and

WHEREAS, the City now wishes to re-enter and use approximately 2,286 contiguous square feet of the Property to operate a Code Compliance Office at no cost to the City; and

WHEREAS, upon receiving possession of the Property, the City shall be responsible for all necessary utilities, and all repairs and maintenance to the interior of the space; and

WHEREAS, the Board of Commissioners of the SEOPW CRA and the City desire to enter into a Memorandum of Understanding (“MOU”) memorializing the City’s use of the Property;

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


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

Section 2. The Executive Director is authorized¹ to negotiate and execute a MOU, in a form acceptable to the General Counsel, with the City for the City's exclusive use of approximately 2,286 contiguous square feet of the Property to operate a Code Compliance Office, at no cost to the City pursuant to the terms of the Quitclaim deed recorded at Book 28222, Page 4315-4324 of the official records of Miami-Dade County, with additional terms and conditions to be more particularly set forth in said MOU.

Section 3. Sections of this Resolution may be renumbered or re-lettered, and corrections of typographical errors which do not affect the intent may be authorized by the Executive Director, or the Executive Director's designee, without need of public hearing, by filing a corrected copy of the same with the City of Miami City Clerk.

Section 4. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


Vincent T. Brown, Staff Counsel

1/18/2024

¹ The herein authorization is further subject to compliance with all legal requirements that may be imposed, including but not limited to those prescribed by applicable City Charter and City Code provisions, as adopted by the SEOPW CRA.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT
AGENCY
AND
THE CITY OF MIAMI, FLORIDA**

This MEMORANDUM OF UNDERSTANDING (the “MOU”) is made and entered into on this __ day of _____, 2024, by and between the **Southeast Overtown/Park West Community Redevelopment Agency**, of the City of Miami, a public agency and body corporate created pursuant to Section 163.356, Florida Statutes (“CRA”), located at 819 NW 2nd Avenue, 3rd Floor, Miami, Florida 33136 and the **City of Miami**, (“City”), located at 444 SW 2nd Ave, Miami, FL 33130, (each a “Party” or collectively the “Parties”). The Parties hereby agree as follows:

TERMS

PURPOSE:

WHEREAS, on March 22, 2012, the City pursuant to Resolution No. R-12-0114 conveyed to the CRA the property located at 1490 Northwest Third Avenue, Miami, Florida (“Property”); and

WHEREAS, in the furtherance of said conveyance to the CRA, the City executed and record a quitclaim deed at Book 28222, Page 4315-4324 of the official records of Miami-Dade County, conveying at no cost to the CRA, the Property also known as a the Overtown Shopping Center, so long as the City reserved certain portions (reserved and temporary space) on the Property for exclusive use of the City; and

WHEREAS, the City now wishes to re-enter and space at the Property to operate a Code Compliance Office, at no cost to the City; and

WHEREAS, the purpose of this MOU is to evidence the Parties intention regarding the use of the space at said Property; and

WHEREAS, on _____ the Board of Commissioners of the CRA adopted Resolution No. CRA _____ authorizing the Executive Director to negotiate and execute this MOU; and

WHEREAS, on _____ the City Commission adopted Resolution No. _____ authorizing the City Manager to negotiate and execute this MOU;

NOW THEREFORE, in consideration of the mutual promises herein contained, CRA and the City enter into this Memorandum of Understanding and intend as follows:

TERM: The term of this Agreement shall commence on _____, 2024 and shall continue until thirty (30) day written notice is provided to either Party (“Term”).

PROPERTY LOCATION: 1490 Northwest Third Avenue, Miami, Florida (“Exhibit A”)

SIZE OF SPACE: 2,286 contiguous S.F. (“Exhibit B”)

USE: City’s Department of Code Compliance Office Space

FEES: City shall not be required to pay any consideration to the CRA for the exclusive use of the space pursuant to the terms outlined in the Quitclaim Deed recorded at Book 28222, Page 4315-4324 of the official records of Miami-Dade County. City shall, however, be responsible for all costs, including but not limited to utility fees, maintenance and permits, associated with the use of the Space.

CONDITIONS:

- a. City shall comply with all applicable laws pertaining to City’s use of the Space, including but not limited to obtaining any and all permits and licenses required by law. Throughout City’s occupancy of the Space, City shall not conduct nor permit any activity (including but not limited to sale or consumption of food or alcohol) on or around the Space without first obtaining all necessary permits and licenses.
- b. City shall keep the Space clean during the Term, shall not damage the Space in any way, and, at the end of the Term, shall vacate the Space, leaving the Space in as good a condition as existed at the beginning of the Use Period (the “Original Condition”). City agrees to pay CRA for the cost of any clean-up and/or repairs made necessary by reason of City’s use of the Space, except for normal wear and tear, upon termination of use. City accepts the Space in the Original Condition. City accepts the Space on an “as-is, where-is” basis and subject to all existing easements, servitudes, licenses and rights of way.
- c. The City maintains a self-insured program in accordance and subject to the limitations of Section 768.28 of the Florida Statutes.
- d. Subject to the limitations and provisions of Section 768.28 of the Florida Statutes, the City agrees to indemnify, defend and hold harmless the CRA from any claims, liabilities, costs and damages arising from the City’s negligence in connection with this agreement. This section shall not, in any manner, alter or waive the City’s or CRA’s sovereign immunity or extend the City or CRA’s liability beyond the limits established in Section 768.28, Florida Statutes.
- e. CRA MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE SPACE AND SHALL NOT BE LIABLE FOR ANY OF THE ASSUMED RISKS OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE.

- f. CRA and City shall each have the right to terminate this Agreement at any time, by giving written notice to the other party at least thirty (30) days prior to the effective date of such termination.
- g. The Parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation arising out of, under or in connection with this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any Party hereto.

GOVERNING LAW, VENUE, AND FEES: This MOU shall be construed and enforced in accordance with the laws of the State of Florida. Venue shall be in Miami-Dade County Florida and the parties explicitly agree to the use of this venue. The term “proceedings” shall include, but not be limited to, all meetings to resolve the dispute, including voluntary arbitration, mediation, or other alternative dispute resolution mechanism. The parties both waive any defense that venue in Miami-Dade County is not convenient. In any civil action or other proceedings between the parties arising out of the MOU, each party shall bear its own attorney’s fees.

AUTHORITY: Each person signing this MOU represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of the MOU and the performance of such party’s obligations and the certifications hereunder have been duly authorized.

CHANGES AND MODIFICATIONS: Changes and/ or modifications to this MOU shall be in writing and signed by the authorized agent of the CRA and the City, or their duly authorized designee within the scope of their authority. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this MOU. All requests for interpretation or modification shall be made in writing.

COUNTERPARTS AND ELECTRONIC SIGNATURES: This MOU may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same MOU. The parties shall be entitled to sign and transmit an electronic signature of this MOU (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed MOU upon request.

NOTICES:

All notices or other communications, which may be given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered by personal service or by certified mail

addressed to the address indicated herein. Such notice shall be deemed given on the day on which personally served; or if by certified mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier:

CRA:

James McQueen
Executive Director
819 NW 2nd Avenue, 3rd Floor
Miami, Florida 33136

City:

Arthur Noriega, V
City Manager
3500 Pan American Drive
Miami, Florida 33133

With a copy to:

Vincent Brown
Staff Counsel
819 NW 2nd Avenue, 3rd Floor
Miami, Florida 33136

With a copy to:

City of Miami
ATTN: Director
Department of Code Compliance
444 SW 2 Avenue, 7th Floor
Miami, Florida 33130

Victoria Mendez
City Attorney
444 SW 2 Avenue, Suite 945
Miami, Florida 33130

THIS SECTION INTENTIONALLY LEFT BLANK

Attachment: File # 15445 - Exhibit A (15445 : City of Miami, Code Compliance Office)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Southeast Overtown/Parkwest Community Redevelopment Agency,
an agency and instrumentality of the City of Miami

BY: _____
James McQueen
Executive Director

APPROVED AS TO LEGAL FORM AND
CORRECTNESS:

Vincent T. Brown, Esq.

City of Miami,
a municipal corporation of the State of Florida

BY: _____
Arthur Noriega, V
City Manager

ATTEST:

BY: _____
Todd B. Hannon
City Clerk

APPROVED AS TO INSURANCE
REQUIREMENTS:

Ann-Marie Sharp

APPROVED AS TO LEGAL FORM AND
CORRECTNESS:

Victoria Mendez

Attachment: File # 15445 - Exhibit A (15445 : City of Miami, Code Compliance Office)

Risk Management Director

City Attorney

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

To: Board Chair Christine King and Members of the CRA Board Date: January 18, 2024 File: 15446

Subject: 4/5ths Bid Waiver to Mt. Zion Developments, Inc.



From: James McQueen
Executive Director

Enclosures: File # 15446 - Bid Waiver Memo
File # 15446 - Notice to the Public
File # 15446 - 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 Two Hundred Three Thousand, Seven Hundred Dollars and No Cents (\$203,700.00) (“Funds”), to support Mt. Zion Developments, Inc., a Florida not-for-profit corporation (“MZD”). MZD has requested funds from the SEOPW CRA for the replacement of the air conditioning system, which includes removing an existing eighty (80) ton system and cooling tower at the Historic Mt. Zion Missionary Baptist Church (“Mt. Zion”) located at 301 N.W. 9th Street, Miami, FL, 33136 (the “Property”). The Property is listed on the National Register of Historic Places and was built between 1928 and 1941.

JUSTIFICATION:

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

Section 2, Principle 8 of the Plan states that “[o]lder buildings that embody the area’s cultural past must be restored”.

On August 24, 2007, the City of Miami, acting as General Counsel to the 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.

The Historic Mt. Zion Missionary Baptist Church was built between 1928 and 1941 and listed on the National Register of Historic Places.

FUNDING:

\$203,700.00 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: Mt. Zion Developments, Inc.

Address: 301 N.W. 9th Street, Miami, FL 33136

Funding request: \$203,700.00

Scope of work or services (Summary): Replace the entire air conditioning system, which includes removing an existing eighty (80) ton system and cooling tower.

**AGENDA ITEM
FINANCIAL INFORMATION FORM**

SEOPW CRA

CRA Board Meeting Date: January 25, 2024

CRA Section:

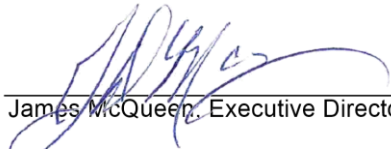
Brief description of CRA Agenda Item:

Authorizing additional funds in the amount of \$203,700.00 to Mt. Zion Missionary Baptist Church, Inc., to replace the existing 80-ton HVAC system with cooling tower for main church building.

Project Number (if applicable):		
YES, there are sufficient funds in Line Item:		
Account Code: <u>10050.920101.883000.0000.00000</u> Amount: <u>\$203,700.00</u>		
NO (Complete the following source of funds information):		
Amount budgeted in the line item:		\$
Balance in the line item:		\$
Amount needed in the line item:		\$
Sufficient funds will be transferred from the following line items:		
ACTION	ACCOUNT NUMBER	TOTAL
Project No./Index/Minot Object		
From		\$
To		\$
From		\$
To		\$

Comments:

Approved by:



James McQueen, Executive Director 1/18/2024

Approval:



Miguel A. Valentin, Finance Officer 1/18/2024



Southeast Overtown/Park West Community Redevelopment Agency

File Type: CRA Resolution

Enactment Number:

File Number: 15446

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 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 FUNDING, FROM THE SEOPW CRA TAX INCREMENT FUND, “OTHER GRANTS AND AIDS” ACCOUNT NO. 10050.920101.883000.0000.00000, IN AN AMOUNT TO NOT EXCEED TWO HUNDRED THREE THOUSAND SEVEN HUNDRED DOLLARS AND NO CENTS (\$203,700.00) (“FUNDS”), TO SUPPORT MT. ZION DEVELOPMENTS, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION (“MZD”), FOR THE REPLACEMENT OF THE AIR CONDITIONING SYSTEM AND COOLING TOWER AT THE HISTORIC MT. ZION MISSIONARY BAPTIST CHURCH LOCATED AT 301 N.W. 9TH STREET, MIAMI, FLORIDA 33136 (“PURPOSE”); FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AN AGREEMENT, INCLUDING ANY AND ALL OTHER NECESSARY DOCUMENTS, ALL IN FORMS ACCEPTABLE TO THE GENERAL COUNSEL, WITH MZD FOR THE PURPOSE STATED HEREIN; 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, Section 2, Goal 1 of the Plan lists the “preservation of historic buildings and community heritage” as a stated redevelopment goal; and

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

WHEREAS, on August 24, 2007, the City of Miami, acting as General Counsel to the 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; and

WHEREAS, Mt. Zion Development, Inc., a Florida not-for-profit organization ("MZD"), owns the Historic Mt. Zion Missionary Baptist Church located at 301 N.W. 9th Street, Miami, Florida 33136 (the "Property"), which was built between 1928 and 1941 and is listed on the National Register of Historic Places; and

WHEREAS, MZD has requested funds from the SEOPW CRA to perform a full replacement of the main auditorium air conditioning system including the cooling tower within the Property ("Purpose").

WHEREAS, the Board of Commissioners wishes to authorize funding in an amount not to exceed Two Hundred Three Thousand, Seven Hundred Dollars and No Cents (\$203,700.00) ("Funds") to MZD for the Purpose stated herein; 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 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 MZD for the provision of grant Funds for the Purpose stated herein and subject to the availability of funds;

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 authorized¹ to disburse funds, at his discretion, on a reimbursement basis or directly to vendors, upon presentation of invoices and satisfactory documentation from the SEOPW CRA Tax Increment Fund, "Other Grants and Aids" Account No. 10050.920101.883000.0000.00000 to MZD or its vendors for said Purpose.

Section 4. The Executive Director is authorized¹ to negotiate and execute an agreement, including any and all other necessary documents, all in forms acceptable to the General Counsel, with MZD for said Purpose.

¹ The herein authorization is further subject to compliance with all legal requirements that may be imposed, including, but not limited to, those prescribed by applicable City Charter and City Code provisions.

Section 5. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the Executive Director, or the Executive Director's designee, without need of public hearing, by filing a corrected copy of same with the City of Miami City Clerk.

Section 6. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


Vincen T. Brown, Staff Counsel 1/18/2024

**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: January 25, 2024

File:

Subject: 4/5ths Bid Waiver to Mt. Zion Developments, Inc.

From: James McQueen
Executive Director

References:

Enclosures:

BACKGROUND:

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency ("SEOPW CRA"), by a four-fifths (4/5ths) 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 Two Hundred Three Thousand, Seven Hundred Dollars and No Cents (\$203,700.00) ("Funds"), to support Mt. Zion Developments, Inc., a Florida not-for-profit corporation ("MZD"). MZD has requested funds from the SEOPW CRA to replace the entire air conditioning system, which includes removing an existing eighty (80) ton system and cooling tower at the Historic Mt. Zion Missionary Baptist Church ("Mt. Zion") located at 301 N.W. 9th Street, Miami, FL, 33136 (the "Property"). The Property is listed on the National Register of Historic Places and was built between 1928 and 1941.

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

Attachment: File # 15446 - Bid Waiver Memo (15446 : 4/5ths Bid Waiver to Mt. Zion Developments, Inc.)

BOFAM CONSTRUCTION COMPANY, INC**General Contractors, Estimators & Roofing Contractors****CGC 062660 & CCC 1329221****(Certified DBE, CSBE, SECTION 3)**

TEL: (754) 245-0102
 FAX: (305) 675-9269
 AUSTIN@BOFAMINC.COM

1600 N.W 3RD AVENUE,
 BLDG. D4
 MIAMI, FL 33136

Date: December 14, 2023
Proposal: # B23-068

To: **Mr. Brian Zeltsman**
 Community Redevelopment Agency
 Director of Architectural & Dev
 819 NW 2nd Avenue
 Miami, FL 33136
 305-679-6804 (Tel)
 305-679-6835 (Fax)
 E-mail: Bzeltsman@miamigov.com

Attention: Mr. Brian,

We appreciate the opportunity to submit a proposal on your firm's project.
 If you have any questions, please do not hesitate to contact me at (754) 245 – 0102.

Respectfully, Austin Akinrin

Project: **Mt. Zion Miss. Baptist Church - HVAC Replacement**
Location: 301 NW 9th Street, Miami, FL 33136

Architectural Plans By: N/A
Dated: N/A

Sheets: N/A

Engineering Plans By: N/A
Dated: N/A

Sheets: N/A

Bofam Construction Company, Inc., a General Contractor, submits the following proposal in compliance of only the structural Bid Documents stated above and in accordance with the following terms and conditions. **This proposal expires if not accepted within 30 calendar days of the proposal date unless extended in writing.** This bid is subject to and conditioned upon the use of the *A.I.A. document A401 Subcontract Agreement between Contractor and Subcontractor, 1997* edition, or other terms and conditions acceptable to Bofam Construction Company, Inc. This proposal may be modified or withdrawn any time prior to final contract acceptance by Bofam Construction Company, Inc. This proposal is contingent upon Bofam Construction Company, Inc. review and acceptance of Prime Contract. This proposal is contingent upon Bofam Construction Company, Inc. receiving acceptable contract terms and conditions. By acceptance of Bofam Construction Company, Inc. Proposal, it is agreed that this proposal is to be included in the contract.

This proposal is predicated upon Bofam Construction Company, Inc. work being completed before **3/31/2024**, subject to the following conditions. Completion after **3/31/2024** may be subject to a negotiated price increase. This proposal is based on availability of materials, if materials are unavailable or delayed Bofam Construction Company, Inc. will be held harmless and not in default. This proposal is based on reasonable stability in material prices, it is agreed should material prices rise beyond 5% based on today's material prices in any period, the cost of this project will be adjusted accordingly. All materials are subject to monthly cost adjustments.

BOFAM CONSTRUCTION COMPANY, INC**General Contractors, Estimators & Roofing Contractors****CGC 062660 & CCC 1329221****(Certified DBE, CSBE, SECTION 3)**

TEL: (754) 245-0102
 FAX: (305) 675-9269
 AUSTIN@BOFAMINC.COM

1600 N.W 3RD AVENUE,
 BLDG. D4
 MIAMI, FL 33136

This proposal is contingent and conditioned upon acceptance by Bofam Construction Company, Inc. of receipt and review of final signed and sealed Architectural and Engineering documents and subject to review and acceptance of final approved building plans.

Scope of Work:

We propose to supply labor, material, equipment, and accessories within the building footprint during normal working hours, 40-hc workweek, to complete the below components based according to the above submitted *Architectural and engineering drawings* for above sum as follows:

Quotation:

Scope of Work: Furnish all permits, labor, materials, equipment and services for the removal and replacement of existing HVAC system to include demolition, and redesign of a new HVAC. Works as per Mechanical and Electrical Engineer specifications, and in accordance with the Florida building codes and regulations.

Base Price:

Mobilization & General Conditions	_____	\$7,500
Mechanical/Electrical Engineering	_____	\$5,950
Permits & Permitting Processing	_____	\$2,500
HVAC Subcontractor (See attached)	_____	<u>\$187,750</u>
Total HVAC Replacement	_____	\$203,700

Specific Exclusions:

1. Permit fees & AHJ Fees (if applicable)
2. Bonding (If required)

PAYMENT: Owner agrees to pay Contractor (BCC, Inc.) initial mobilization payment of **35%** for materials and equipment required for the works. **35%** in-progress inspection and **30%** payment of remaining balance upon approved final inspection from the City/County inspector.

Specific Notes: This is a preliminary proposal pending the review of final Architectural and structural permit sets. All changes required by the building agencies having jurisdiction shall be the owner's responsibility.

This proposal may be withdrawn and/or revised in (Fifteen) 15 days if not accepted the undersigned owner accepts the above job at the price quoted and agrees to pay for said work as it progresses or as per agreed payment schedule specified herein.

In the event of legal dispute, if any sums due are collected by suit or demand of an attorney or collection agency then the defaulting party shall pay all costs, including reasonable attorney's fees.

Sincerely,

Austin Akinrin,
 President.

BOFAM CONSTRUCTION COMPANY, INC

General Contractors, Estimators & Roofing Contractors

CGC 062660 & CCC 1329221

(Certified DBE, CSBE, SECTION 3)

TEL: (754) 245-0102
FAX: (305) 675-9269
AUSTIN@BOFAMINC.COM

1600 N.W 3RD AVENUE,
BLDG. D4
MIAMI, FL 33136

Authorized Signature: _____ Construction Materials are commodity based and priced at time of delivery proposal price may increase due to material costs.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and accepted. You are authorized to do the work as specified and payments will be made as described above.

Date of Acceptance; ____ / ____ 2023, **Signature:** X _____

Attachment: File # 15446 - Backup (15446 : 4/5ths Bid Waiver to Mt. Zion Developments, Inc.)

EXPANCIONES 4D LLC

WORK ESTIMATED

OSCAR ROA

011

3905 N Nob Hill Rd, Unit 503

SUNRISE FL, 33351

(786) 560 6891

expansionesd@gmail.com

CONTRACTOR:
Bofam Construction Co,
1600 NW 3 Avenue
Miami, FL 33136

PROJECT ADDRESS:

301 NW 9th Street.
Miami Fl. 33136

DATE	Total	
12/12/2023	187.750,00	

Demolition and disposal

Installation of (3) 20 ton package units. RUUD

brand. Installation of 3 separate thermostats.

Installation of ducts according to requirements.

County and city permit.

No impact fee included.

If there is any change based on engineering calculations the estimate may be revised.

Attachment: File # 15446 - Backup (15446 : 4/5ths Bid Waiver to Mt. Zion Developments, Inc.)

Climate Care Air Conditioning

15111 SW 140 PL Miami FL 33186
PH: 305 962 3563 FAX: 786 732 7109
info@climatecareac.com License:
CAC1818446

November 20, 2023

To: BOFAM Construction
1600 NW 3 AVE,
Miami FL 33136

Job: Mount Zion Chiller
301 NW 9 ST.
Miami FL 33136

We are pleased to provide our proposal for Mount Zion Chiller Project.

Scope of work:

- Demolition
 - Remove existing equipment.
 - Install new brand Split System DX 80 Tons
 - Complete refrigerant charge
 - Crane Services
 - Start up and check for proper operation.
 - Disposal old equipment
- This proposal includes all material, labor and supervision to accomplish the above-described work.

Total Cost: \$225,000.00 (Two Hundred Twenty-Five Thousand and 00/100)

Excludes: Permits, High and Low Voltage wiring, any demolition, excavations, concrete pads, condensate drain/piping, Kitchen Hood, Roof Work, Controls, any Painting, Smoke Detectors, Drywall, Cutting, Patching, Overtime, Commissioning, scaffold to install ductwork and grilles in elevated areas and any other work not listed herein.

Contractor name/signature & date

TERMS & CONDITIONS

Terms of Payment: The contract price shall be paid in progress payments, which does not include finance charges of any kind, according to the following schedule: 45% mobilization to be rendered to contractor prior to start of work; 45% for equipment purchase and 10% upon final inspection.

Permissible delays: Sub- Contractor shall be excused from any delay in the completion of the work to be performed under this Contract caused by acts of God, inclement weather, acts or omissions of Owner or of owner’s agents, employees or independent contractors, material shortages, strikes or other labor troubles, acts of public utilities, acts of public bodies or inspectors, extra work, charges requested by Owner, failure by owner to make payments promptly, or other circumstances or contingencies unforeseen by Contractor and beyond Contractor’s reasonable control.

Right to stop work: Contractor shall have the right to stop work if any payment, including any payment for extra work, is not made to Contractor as agreed in this Contract. If any payment required under this contract is not made when due, Contractor may keep the Project idle until such time as all payments due have been made. Additionally, the contractor may stop work if prevented from working by the owner in any way including but not limited to the following actual seclusion from job site, changing or modifying any approved and/or permitted construction plans.

Attachment: File # 15446 - Backup (15446 : 4/5ths Bid Waiver to Mt. Zion Developments, Inc.)

SEOPW Board of Commissioners Meeting
January 25, 2024

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

To: Board Chair Christine King and Members of the CRA Board Date: January 18, 2024 File: 15448



Subject: 4/5ths Bid Waiver to Touching Miami With Love Ministries, Inc., for Fiscal Year 2023-2024.

From: James McQueen
Executive Director

Enclosures: File # - 15448 - Bid Waiver Memo
File # - 15448 - Notice to the Public

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 Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) (“Funds”), to support Touching Miami With Love Ministries, Inc., is a Florida not-for-profit Corporation (“Touching Miami With Love”). Touching Miami With Love has requested funds from the SEOPW CRA to help participants with training programs which, among other things include, health and wellness enrichment, financial literacy, work readiness and job skills training to youth residents within the redevelopment area preparing for college and the workforce in Fiscal Year 2023-2024.

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 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, of the 2018 Southeast Overtown/Park West Community Updated Redevelopment Agency Plan Update (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, of the Plan provides that “employment opportunities be made available to existing residents ...” as a stated redevelopment principle.

Further, Section 2, Principle 6, of the Plan Update provides that to “address and improve the neighborhood economy and expand economic opportunities of present and future residents ...”

163.370, Florida Statue Powers; Counties and Municipalities; Community Redevelopment Agencies. - (b) To disseminate slum clearance and community redevelopment information.

FUNDING:

\$200,000.00 allocated from account 10050.920101.883000.0000.00000 – SEOPW - Other Grant and Aids.

FACT SHEET:

Company name: Touching Miami With Love Ministries, Inc.

Address: 711 N.W. 6th Avenue Miami, Florida 33136

Number of participants: Targeting 30 participants

Funding request: \$200,000.00

Age range of participants: 14-24 years old

Scope of work or services (Summary): Assist Redevelopment Area Residents with job employment assistance and training certifications.

**AGENDA ITEM
FINANCIAL INFORMATION FORM**

SEOPW CRA

CRA Board Meeting Date: January 25, 2024

CRA Section:

Brief description of CRA Agenda Item:

Authorizing a grant in an amount not to exceed \$200,000.00 to Touching Miami with Love Ministries, Inc. for a Youth Job Training Program.

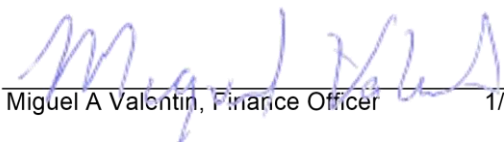
Project Number (if applicable):		
YES, there are sufficient funds in Line Item:		
Account Code: <u>10050.920101.883000.0000.00000</u> Amount: <u>\$200,000.00</u>		
NO (Complete the following source of funds information):		
Amount budgeted in the line item:		\$
Balance in the line item:		\$
Amount needed in the line item:		\$
Sufficient funds will be transferred from the following line items:		
ACTION	ACCOUNT NUMBER	TOTAL
Project No./Index/Minot Object		
From		\$
To		\$
From		\$
To		\$

Comments:
Approved by:



 James McQueen, Executive Director 1/18/2024

Approval:



 Miguel A Valentin, Finance Officer 1/18/2024



Southeast Overtown/Park West Community Redevelopment Agency

File Type: CRA Resolution

Enactment Number:

File Number: 15448

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 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 FUNDING, FROM THE SEOPW CRA TAX INCREMENT FUND, “OTHER GRANTS AND AIDS” ACCOUNT NO. 10050.920101.883000.0000.00000, IN AN AMOUNT TO NOT EXCEED TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$200,000.00) (“FUNDS”), TO TOUCHING MIAMI WITH LOVE MINISTRIES, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION (“TOUCHING MIAMI WITH LOVE”), TO ASSIST WITH A TRAINING CERTIFICATION PROGRAM IN FISCAL YEAR 2023-2024 (“PURPOSE”); FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AN AGREEMENT, INCLUDING ANY AND ALL OTHER NECESSARY DOCUMENTS, ALL IN FORMS ACCEPTABLE TO THE GENERAL COUNSEL, WITH TOUCHING MIAMI WITH LOVE FOR THE PURPOSE STATED HEREIN; 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, Section 2, Goal 4 of the Plan lists the "creation of jobs within the community ... " as a stated redevelopment goal; and

WHEREAS, Section 2, Goal 6, of the Plan, lists the "improvement of the quality of life for residents"; and

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

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

WHEREAS, Touching Miami With Love Ministries, Inc., a Florida not-for-profit Corporation ("Touching Miami With Love"), will help participants with training programs, which, among other things, includes health and wellness enrichment, financial literacy, work readiness and job training for youth residents to prepare them for college and the workforce ("Purpose"); and

WHEREAS, the Board of Commissioners ("Board") desires to authorize funding in an amount not to exceed Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) ("Funds") to Touching Miami With Love for said Purpose; 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 Touching Miami With Love for the Purpose stated herein and subject to the availability of funds;

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 authorized¹ to disburse the Funds, at his discretion, on a reimbursement basis or directly to vendors, upon presentation of invoices and satisfactory documentation from the SEOPW Tax Increment Fund, entitled "Other Grants and Aids" Account No. 10050.920101.883000.0000.00000 to Touching Miami with Love or its vendors for the Purpose stated herein.

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

Section 5. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the Executive Director, or the

¹ The herein authorization is further subject to compliance with all legal requirements that may be imposed, including, but not limited to, those prescribed by applicable City Charter and City Code provisions.

Executive Director's designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.

Section 6. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


Vincen T. Brown, Staff Counsel 1/18/2024

**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: January 25, 2024

File:

Subject: Request to waive competitive sealed bidding methods pursuant to City Code 18-85(a) for Touching Miami With Love Ministries, Inc.

From: James McQueen
Executive Director

References:

Enclosures:

BACKGROUND:

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency ("SEOPW CRA"), by a four-fifths (4/5ths) 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 Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) ("Funds"), to support Touching Miami With Love Ministries, Inc., is a Florida not-for-profit Corporation ("Touching Miami With Love"). Touching Miami With Love has requested funds from the SEOPW CRA to help participants with training programs which, among other things include, health and wellness enrichment, financial literacy, work readiness and job skills training to youth residents within the redevelopment area preparing for college and the workforce in Fiscal Year 2023-2024.

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 Southeast Overtown/ West Community Redevelopment Agency (“SEOPW CRA”) will hold a Public Hearing on Thursday, January 25, 2024, at 10:00 a.m. or any time 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 **Touching Miami With Love Ministries, Inc.**, to support with training and certification programming.

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 Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) for support for training programs which among other things include, health and wellness enrichment, financial literacy, work readiness and job skills training to youth residents within the redevelopment area preparing for college and the workforce.

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 on Thursday, January 25, 2024, at 10:00 a.m. or anytime thereafter in the Commission chambers located at Miami City Hall, 3500 Pan American Drive, Miami, FL 33133.

All comments and questions with respect to the meeting and request for 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, the person shall ensure that a verbatim record of the proceedings is maintained 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, per Title II, individuals needing special accommodations to participate in this proceeding should contact the Office of the City Clerk at (305) 250-5361 (Voice), not later than two (2) business days prior to the proceeding. TTY users may call 1-800-735-7351 (Florida Relay Service), not later than two (2) business days prior to the proceeding.



Attachment: File # - 15448 - Notice to the Public (15448 - 4/5ths Bid Waiver to Touching Miami With Love Ministries, Inc., for Fiscal

SEOPW Board of Commissioners Meeting
January 25, 2024

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

<p>To: Board Chair Christine King and Members of the CRA Board</p>	<p>Date: January 18, 2024</p>	<p>File: 15449</p>
	<p>Subject: 4/5ths Bid Waiver the 14th Annual Overtown Holiday Tree Lighting Ceremony and Toy Giveaway.</p>	
<p>From: James McQueen Executive Director</p>	<p>Enclosures: File # 15449 - Bid Waiver Memo File # 15449 -Backup</p>	

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 were 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; The Executive Director seeks to ratification, approval and confirmation for expenditure of funds in the amount Thirty-Six Thousand Three Hundred Ninety-Two Dollars and Thirty-Eight Cents (\$36,392.38) (“Funds”) for the fourteenth (14th) Annual Historic Overtown Holiday Tree Lighting Ceremony (“Tree Lighting”) held on December 6, 2023, and the Historic Overtown Holiday Toy Giveaway (“Holiday Toy Giveaway”) held on December 1, 2023, within the Redevelopment Area (“Purpose”).

The SEOPW CRA oversees and facilitates the annual Tree Lighting and Holiday Toy Giveaway events, which engage residents and attract visitors to the Redevelopment Area. Community partners donated Twenty-Seven Thousand Five Hundred Dollars (\$27,500.00) worth of services and toys that were distributed to children in the Overtown community during the celebration. Overtown’s Annual Toy Giveaway was lit as artificial snow fell in the area. Visitors were able to enjoy free food and beverages, as well as participate in various activities at vendor booths.

JUSTIFICATION:

Under Section 163.340(9), 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”.

Section 2, Goal 5, of the 2018 Southeast Overtown/Park West Community Redevelopment Agency Plan Update (the “Plan”) lists the “[p]romotion and marketing of the community” and “[i]mproving quality of life for residents”, as a stated redevelopment goal.

Section 2, Goal 6, of the Plan lists the “[i]mproving quality of life for residents”, as a stated redevelopment goal.

Section 2, Principle 6, of the Plan lists the promotion of “local cultural events, institutions, and businesses” as a stated redevelopment principle.

Section 2, Principle 14, of the Plan lists restoration of “a sense of community and unif[ication] of the area culturally” as a stated redevelopment principle.

FUNDING:

\$36,392.38 allocated from SEOPW – Other Current Charges and Obligations, Account Code No. 10050.920101.549000.0000.00000.

FACT SHEET:

Company name: Southeast Overtown/Park West Community Redevelopment Agency

Address: 9th Street Pedestrian Mall

Number of participants: 200

Funding request: N/A

Term: Annually

Age range of participants: 2 - 12

Scope of work or services (Summary): The fourteenth (14th) Annual Historic Overtown Holiday Tree Lighting Ceremony and the Historic Overtown Holiday Toy Giveaway provides residents of Overtown an opportunity to enjoy the holiday spirit, express community pride, and receive toys for the holiday season.

**AGENDA ITEM
FINANCIAL INFORMATION FORM**

SEOPW CRA

CRA Board Meeting Date: January 25, 2024

CRA Section:

Brief description of CRA Agenda Item:

Ratifying the expenditure of funds in an amount not to exceed \$36,392.38 relating to the Historic Overtown Holiday Toy Giveaway held on December 1st, 2023.

Project Number (if applicable):		
YES, there are sufficient funds in Line Item:		
Account Code: <u>10050.920101.549000.0000.00000</u> Amount: <u>\$36,392.38</u>		
NO (Complete the following source of funds information):		
Amount budgeted in the line item:		\$
Balance in the line item:		\$
Amount needed in the line item:		\$
Sufficient funds will be transferred from the following line items:		
ACTION	ACCOUNT NUMBER	TOTAL
Project No./Index/Minot Object		
From		\$
To		\$
From		\$
To		\$

Comments:
Approved by:



 James McQueen, Executive Director 1/18/2024

Approval:



 Miguel A Valentin, Finance Officer 1/18/2024



Southeast Overtown/Park West Community Redevelopment Agency

File Type: CRA Resolution

Enactment Number:

File Number: 15449

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 AND WAIVING THE REQUIREMENTS FOR SAID PROCEDURES; RETROACTIVELY AUTHORIZING THE EXPENDITURE OF FUNDS FROM ACCOUNT CODE NO. 10050.920101.549000.0000.00000 IN AN AMOUNT NOT TO EXCEED THIRTY-SIX THOUSAND THREE HUNDRED NINETY-TWO DOLLARS AND THIRTY-EIGHT CENTS (\$36,392.38) (“FUNDS”) FOR THE 14TH ANNUAL OVERTOWN HOLIDAY TREE LIGHTING CEREMONY HELD ON DECEMBER 6, 2023, AND THE HISTORIC OVERTOWN HOLIDAY TOY GIVEAWAY HELD DECEMBER 1, 2023, (“PURPOSE”); 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 Community Redevelopment Plan Update (the “Plan”); and

WHEREAS, Section 2, Principle 6 of the Plan provides for the promotion of “local cultural events, institutions, and businesses” as a stated redevelopment principle; and

WHEREAS, Section 2, Principle 14 of the Plan lists restoration of “a sense of community and unification of the area culturally” as a stated redevelopment principle; and

WHEREAS, the SEOPW CRA oversees and facilitates the annual Tree Lighting and Holiday Toy Giveaway events, which engage residents and attract visitors to the Redevelopment Area; and

WHEREAS, Community partners donated Twenty-Seven Thousand Five Hundred Dollars and Zero Cents (\$27,500.00) worth of services and toys that were distributed to children in the Overtown community during the celebration; and

WHEREAS, the Executive Director seeks retroactive ratification, approval and confirmation for expenditure of funds in the amount of to Thirty-Six Thousand Three Hundred Ninety-Two Dollars and Thirty-Eight Cents (\$36,392.38) (“Funds”) for the 14th Annual Historic Overtown Holiday Tree Lighting

Ceremony (“Tree Lighting”) held on December 6, 2023, and the Historic Overtown Holiday Toy Giveaway (“Holiday Toy Giveaway”) held on December 1, 2023, (“Purpose”); and

WHEREAS, the Executive Director has made a recommendation and finding 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 that competitive negotiation methods and procedures were not practicable or advantageous to the SEOPW CRA for the allocation of Funds for the Purpose and has recommended to the Board of Commissioners that the finding be adopted and that competitive bidding methods and procedures be waived; 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 City Code, as adopted by the SEOPW CRA, and to retroactively authorize the expenditures and actions taken by the Executive Director in connection with the Purpose;

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 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 Board of Commissioners hereby retroactively ratifies, approves, and confirms the expenditure of Funds from the SEOPW CRA “Other Current Charges and Obligations”, Account Code No. 10050.920101.549000.0000.00000, for the Purpose stated herein.

Section 4. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the Executive Director, or the Executive Director’s designee, without need of public hearing, by filing a corrected copy of the same with the City Clerk.

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Vincen T. Brown, Staff Counsel

1/18/2024

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

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

Date: January 25, 2024

File:

Subject: 4/5ths Bid Waiver for the 14th Annual
Overtown Holiday Tree Lighting Ceremony
and Toy Giveaway.

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; seeking to ratify and approve an expenditure of funds in the amount Thirty-Six Thousand Three Hundred Ninety-Two Dollars and Thirty-Eight Cents (\$36,392.38) ("Funds") for the fourteenth (14th) Annual Historic Overtown Holiday Tree Lighting Ceremony ("Tree Lighting") held on December 6, 2023, and the Historic Overtown Holiday Toy Giveaway ("Holiday Toy Giveaway") held on December 1, 2023, within the Redevelopment Area ("Purpose").

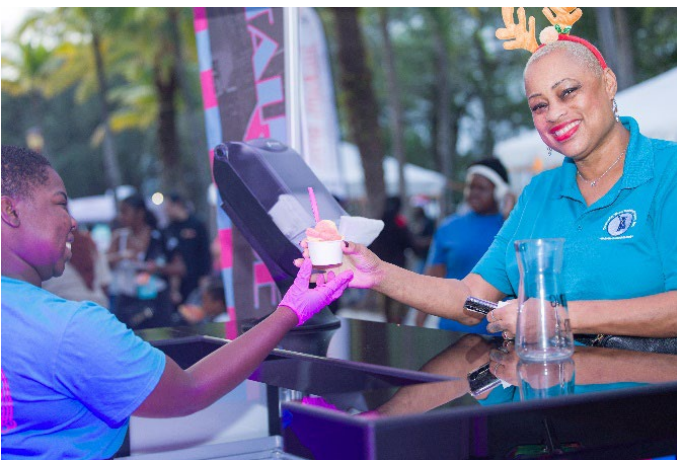
The SEOPW CRA oversees and facilitates the annual Tree Lighting and Holiday Toy Giveaway events, which engage residents and attract visitors to the Redevelopment Area. Community partners donated Twenty-Seven Thousand Five Hundred Dollars (\$27,500.00) worth of services and toys that were distributed to children in the Overtown community during the celebration. Overtown's Annual Toy Giveaway was lit as artificial snow fell in the area. Visitors were able to enjoy free food and beverages, as well as participate in various activities at vendor booths.

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




Holiday Budget 2023	
Christmas Decor	\$ 41,225.00
Food & Beverage	\$ 4,941.62
Marketing (Photo, Video, Flyers)	\$ 4,945.00
Equipment (Tents, Barricades)	\$ 750.00
Toys	\$ 6,755.76
Program (DJ, Santa, Characters)	\$ 5,275.00
Donations	\$ (27,500.00)
TOTAL:	\$ 36,392.38

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

To: Board Chair Christine King and Members of the CRA Board Date: January 18, 2024 File: 15451

Subject: Block 55 Residential, L.P., Housing Subsidy Agreement

Enclosures: File # 15451 - 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) the Housing Subsidy Agreement (“Agreement”), is attached hereto and incorporated herein as Exhibit “A”, between the SEOPW CRA and Block 55 Residential, L.P. a Florida Limited Partnership (“Purpose”). The Agreement will subsidize Two Hundred Eighty-Nine (289) affordable housing units for individuals Sixty-Two (62) years of age. The financial commitment for this Agreement is One-Million Six Hundred Thousand Dollars and Zero Cents (\$1,600,000.00), per year for a Five (5) year term, not to exceed \$8,000,000.00, and is subject to the availability of funding. The Executive Director desires to execute Exhibit “A”.

JUSTIFICATION:

Florida Statutes, Section 163.370(2)(e)(4) of the Community Redevelopment Act authorizes the disposal of real property.

WHEREAS, Florida Statutes, Section 163.370(2)(e)(4) of the Community Redevelopment Act authorizes the disposal of real property; and

WHEREAS, Section 2, Goal 3 on page 11 of the Plan lists the “creat[ion of infill housing, diversity in housing types, and retaining affordable housing, as a stated redevelopment goal; and

WHEREAS, Section 2, Goal 4 and 6 on page 11 of the Plan lists the “creat[ion of jobs within the Community” and “improving quality of life for residents” as stated redevelopment goals; and

WHEREAS, Section 2, Principle 4 on page 14 of the Plan provides that “[t]he neighborhood ... retain access to affordable housing ...” as a stated redevelopment principle; and

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

businesses that provide needed services and economic opportunities ...” as a stated redevelopment principle; and

FUNDING:

\$8,000,000.00 allocated from account 10050.920101.883000.0000.00000 – SEOPW - Other Grant and Aids.



Southeast Overtown/Park West Community Redevelopment Agency

File Type: CRA Resolution

Enactment Number:

File Number: 15451

Final Action Date:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY (“SEOPW CRA”), WITH ATTACHMENT(S), APPROVING A HOUSING SUBSIDY AGREEMENT BETWEEN THE SEOPW CRA AND BLOCK 55 RESIDENTIAL, L.P., A FLORIDA LIMITED PARTNERSHIP, ATTACHED AND INCORPORATED HEREIN AS EXHIBIT “A”; AUTHORIZING THE EXECUTIVE DIRECTOR TO DISBURSE FUNDS, SUBJECT TO THE AVAILABILITY OF FUNDING FROM THE SEOPW CRA TAX INCREMENT FUND, “OTHER GRANTS AND AIDS,” ACCOUNT CODE NO. 10050.920101.883000.0000.00000, IN AN AGGREGATE AMOUNT NOT TO EXCEED EIGHT MILLION DOLLARS AND ZERO CENTS (\$8,000,000.00) (“FUNDS”); AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ANY AND ALL DOCUMENTS REQUIRED TO CONSUMMATE THE AGREEMENT; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Florida Statutes, Section 163.370(2)(e)(4) of the Community Redevelopment Act authorizes the disposal of real property; and

WHEREAS, Section 2, Goal 3 on page 11 of the Plan lists the “creat[ion of] infill housing, diversity in housing types, and retaining affordable housing, as a stated redevelopment goal; and

WHEREAS, Section 2, Goal 4 and 6 on page 11 of the Plan lists the “creat[ion of] jobs within the community” and “improving quality of life for residents” as stated redevelopment goals; and

WHEREAS, Section 2, Principle 4 on page 14 of the Plan provides that “[t]he neighborhood...retain access to affordable housing...” as a stated redevelopment principle; and

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

WHEREAS, the Housing Subsidy Agreement is attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, the Housing Subsidy Agreement will subsidize 289 affordable housing units for individuals 62 years of age and older at 80% or below the Area Median Income (“AMI”); and

WHEREAS, the, financial commitment for this Agreement is one-million five hundred thousand dollars and zero cents per year for a five-year term, and is subject to the availability of funding; 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. The Board of Commissioners hereby, as attached hereto and incorporated herein as Exhibit “A”, and approves the terms contained therein.


Section 3. The Executive Director is authorized to execute the Housing Subsidy Agreement (Exhibit “A”).

Section 4. The Executive Director is further authorized to execute any additional terms to the Agreement, including any and all necessary documents and all-in forms acceptable to the General Counsel, for said purpose as set forth in Exhibit “A”, and to disburse Funds, upon presentation of invoices and satisfactory documentation from the account 10050.920101.883000.0000.00000 – SEOPW - Other Grant and Aids.

Section 5. Sections of this Resolution may be renumbered or re-lettered and correction of typographical errors which do not affect the intent may be authorized by the Executive Director, or the Executive Director’s designee, without need of a public hearing, by filing a corrected copy of the same with the SEOPW CRA Board Clerk.

Section 6. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


Vincen T. Brown, Staff Counsel

1/18/2024

Exhibit "A"

HOUSING SUBSIDY AGREEMENT

THIS HOUSING SUBSIDY AGREEMENT (this "Agreement") is dated as of _____, 2024 (the "Effective Date") by and between **SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY**, a public agency and body corporate created pursuant to Section 163.356, Florida States (the "CRA"), and **BLOCK 55 RESIDENTIAL, LP**, a Florida limited partnership ("Owner").

RECITALS

WHEREAS, Owner is the owner of that certain real property located in the City of Miami, Miami-Dade County, Florida more particularly described on Exhibit A attached hereto and made a part hereof (the "Property") and is developing thereon a residential community known as "The Residents at Sawyer's Walk" (the "Project"); and

WHEREAS, the CRA has an interest in mitigating the housing disparity in Overtown and supporting the residents of Overtown and assisting them in obtaining affordable housing within the Overtown community of the City of Miami;

WHEREAS, in furtherance of the foregoing interests of the CRA, the CRA desires to refer prospective tenants to Owner for the lease of residential units in the Project and to provide rental assistance to Owner in support of such tenants as further described in this Agreement; and

WHEREAS, Owner desires to permit CRA to refer prospective tenants and to provide such rental assistance as further described in this Agreement.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), the mutual covenants contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by this reference.

2. Qualified Referrals.

(a) On or before January 31, 2024, the CRA shall deliver to Owner and to Wingate Management Company, LLC, Owner's agent responsible for the management of the Project or any successor agent notified to the CRA in writing ("Management Agent"), completed preliminary applications in the form attached hereto as Exhibit B, together with copies of the supporting documentation set forth on Exhibit C attached hereto, from (i) not less than fifty (50) prospective tenants for the Project where the head of household is an elderly person of at least 62 years of age and whose household income is eighty percent (80%) of the area median income for Miami-Dade County, Florida, following guidelines for Multifamily Rental Programs issued annually by Florida Housing Finance Corporation ("AMI"), (ii) not less than one hundred fifty (150) prospective tenants for the Project where the head of household is an elderly person of at least 62 years of age and who either (A) is the recipient of a Section 8 Housing Choice Voucher from the U.S. Department of Housing and Urban Development ("HUD") or (B) qualifies for housing as part of HUD's Rental Assistance Demonstration (RAD) program, and (iii) not less than

two hundred (200) prospective tenants for the Project where the head of household is an elderly person of at least 62 years of age and whose household income is less than eighty percent (80%) of AMI (collectively, the “Proposed Qualified Referrals”).

(b) Following the referral of the Proposed Qualified Referrals by the CRA to Owner, the CRA and Owner will collaborate to identify at least two hundred eighty-nine (289) Proposed Qualified Referrals that meet the tenant qualification requirements with which Owner is required to comply, including without limitation, pursuant to the Low-Income Housing Tax Credit Program, declarations, covenants and restrictions encumbering the Property and the terms of any of Owner’s financing for the Property. Owner and Management Agent shall have the further right to screen the Proposed Qualified Referrals for suitability for tenancy in accordance with reasonable screening requirements, including without limitation, background checks. Following such qualification and screening process, Owner shall select, as tenants for the Project, (i) thirty-nine (39) Proposed Qualified Referrals satisfying the criteria set forth in Section 2(a)(i) above and (ii) one hundred fifty (150) Proposed Qualified Referrals satisfying the criteria set forth in Section 2(a)(ii) above (or, in each case, such lesser number if not all are so qualified). The remaining one hundred (100) tenants for the Project to be selected from the CRA’s Proposed Qualified Referrals will then be selected from the Proposed Qualified Referrals described in Section 2(a)(iii) above. The selection of the foregoing two hundred eighty-nine (289) tenants for the Project (each, a “Qualified Referral”) will be processed based on the order determined by the CRA. Each Qualified Referral selected by Owner shall execute a lease with a minimum term of twelve (12) months and occupy the leased unit upon the later of execution of the lease or opening of the Project for occupancy. The CRA shall replace any Proposed Qualified Referral that is not a Qualified Referral with a Proposed Qualified Referral having an income equal to the same or percentage of AMI as the original Proposed Qualified Referral (but in any event not greater than eighty percent (80%) of AMI).

(c) The CRA acknowledges and agrees that Owner is relying on the CRA to refer a total of two hundred eighty-nine (289) Qualified Referrals as tenants for the Project at all times during the Term of this Agreement (as defined below), and if the CRA fails to timely identify the number of Proposed Qualified Referrals set forth in Sections 2(a)(i), 2(a)(ii) and 2(a)(iii) above on or before January 31, 2024, Owner shall have the right to seek prospective new tenants for the Project (in an amount equal to the difference between 289 and the number of Qualified Referrals selected from the Proposed Qualified Referrals referred by the CRA) from any other source, inclusive of the CRA.

(d) Within five (5) business days after receipt of written notice from Owner that a unit previously leased to a Qualified Referral has become available as a result of a termination of the applicable lease, the CRA shall refer a minimum of three (3) new Proposed Qualified Referrals, each of which must satisfy the same criteria set forth in Section 2(a) above as the prior Qualified Referral had satisfied as well as the other qualification and screening requirements set forth herein, of which Owner shall select one Proposed Qualified Referral as a Qualified Referral and tenant for the Project. The qualification and screening of each such Qualified Referral will be made based on the order in which the Proposed Qualified Referrals were received. Such Qualified Referral shall execute a lease with a minimum term of twelve (12) months and occupy such available unit upon execution of the lease. If the CRA fails to refer such new Proposed

Qualified Referrals within the aforementioned five (5) business day period, Owner shall have the right to seek prospective new tenants for the Project from any other source.

(e) If, as a result of the CRA's failure to comply with the terms of this Section 2, Owner is required to seek prospective new tenants for the Project from any source other than the CRA, each new tenant selected by Owner for the Project shall nonetheless constitute a "Qualified Referral" including without limitation a "CRA Qualified Referral," as applicable, for all purposes of this Agreement, including without limitation Section 3 hereof.

3. Rental Assistance.

(a) The CRA agrees to subsidize the rents of the CRA Qualified Referrals in an aggregate amount equal to Eight Million and No/100 Dollars (\$8,000,000.00) over the Term of this Agreement. Owner estimates that the difference between the fair market rent (as determined by Florida Housing Finance Corporation pursuant to the Guidelines) and thirty percent (30%) of the annual income of the Qualified Referrals for the first twelve (12) month period commencing on the Initial Payment Date (as defined below) will be not less than One Million Six Hundred Thousand and No/100 Dollars (\$1,600,000.00). Accordingly, for such twelve (12) month period, the CRA shall make subsidy payments to Owner in the amount of One Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars and 33/100 Dollars (\$133,333.33) each on the first day of each calendar month commencing on the date (such date, the "Initial Payment Date") on which the first rent payments are due from the Qualified Referrals. Attached hereto as Exhibit D are the 2024 guidelines for Multifamily Rental Programs published by Florida Housing Finance Corporation for rents based on household income and unit size. Based on such guidelines, as updated annually by Florida Housing Finance Corporation (the "Guidelines"), and as evidenced by the rent housing subsidy income test for 2024 for studios, one bedroom and two bedroom units set forth on Exhibit E attached hereto, the parties acknowledge and agree that the foregoing subsidy payment from the CRA is less than the amount necessary to fully compensate Owner for the difference between the fair market rent (as determined by Florida Housing Finance Corporation pursuant to the Guidelines) and thirty percent (30%) of the annual income of the Qualified Referrals for 2024. The expected income limits for the units in the Project are set forth on Exhibit F attached hereto. For each successive twelve (12) month period during the Term of this Agreement (each, an "Annual Subsidy Period"), Owner shall deliver to the CRA not less than 30 days prior to the start of such Annual Subsidy Period, Owner's estimate of the difference between the fair market rent (as determined by Florida Housing Finance Corporation pursuant to the Guidelines, as updated annually) and thirty (30%) of the annual income of the Qualified Referrals for such Annual Subsidy Period. The CRA shall make subsidy payments to Owner during each Annual Subsidy Period equal to one-twelfth (1/12) of the amount of Owner's estimate, subject to the audit and reconciliation provisions set forth in Section 3(d) below.

(b) Each Qualified Referral shall be solely responsible for all costs of utilities (including without limitation, the costs of utility hookups, fees and other deposits) serving the unit. If a Proposed Qualified Referral is recommended for tenancy and is determined to be unable to pay for utility hookups, fees, and other deposits which would then disqualify the Proposed Qualified Referral for tenancy, the CRA, in its sole discretion, may provide needed financial assistance to that Proposed Qualified Referral for utility hookups, fees, and other deposits, separate

from the assistance described in 3(a). Any such assistance shall be provided directly to the Qualified Referrals by the CRA.

(c) Each Qualified Referral shall be solely responsible for paying (i) a security deposit equal to one month's rent, which shall be held by Owner as security for the Qualified Referral's obligations under its lease, (ii) an advance payment of the last month's rent, which shall be held by Owner and applied towards the last month's rent for each Qualified Referral under its lease and (iii) any reasonable application fee that Owner may charge. If a Proposed Qualified Referral is recommended for tenancy and is determined to be unable to pay such security deposit, advance payment of last month's rent and/or application fee which would then disqualify the Proposed Qualified Referral for tenancy, the CRA, in its sole discretion, may provide needed financial assistance to that Proposed Qualified Referral for any such costs. Any such assistance shall be provided directly to the Qualified Referrals by the CRA. The payment of such amounts by each Qualified Referral to Owner is a condition to signing a lease. Owner shall hold and, if applicable, apply, the security deposit received from each Qualified Referral in accordance with the applicable lease and with all applicable laws, and if Owner so applies any amount of the security deposit, such Qualified Referral shall promptly pay to Owner any amounts so applied to restore the security deposit to the original amount. Following the expiration or earlier termination of a lease with a Qualified Referral, any remaining balance of the security deposit not applied by Owner during the term of such lease will be returned to the Qualified Referral. In the event any remaining balance of the security deposit is not sufficient to cover any outstanding rent or damages existing at termination of the lease with a Qualified Referral, Owner shall notify the CRA of same, and the CRA shall pay such amounts to Owner within ten (10) business days after delivery of such notice by Owner, after which time, any unpaid amount by the CRA shall accrue interest at the lesser of eighteen percent (18%) per annum and the maximum legal rate through the date when paid.

(d) Owner shall maintain copies of documentation received from the Qualified Referrals stating their annual income and books and records reflecting the actual amount of rents received by Owner from the Qualified Referrals for each Annual Subsidy Period during the Term of this Agreement. The CRA, at the CRA's sole cost and expense, shall have the right to audit such documentation, books and records once in each Annual Subsidy Period upon reasonable prior notice to Owner to confirm that the subsidy payments from the CRA to Owner during the prior Annual Subsidy Period were not more than the amount necessary to fully compensate Owner for the difference between the fair market rent (as determined by Florida Housing Finance Corporation pursuant to the Guidelines, as updated annually) and thirty percent (30%) of the annual income of the Qualified Referrals for such Annual Subsidy Period. If the CRA's audit accurately determines that the total subsidy payments from the CRA in an Annual Subsidy Period exceeded the difference between such fair market rent for such Annual Subsidy Period and thirty percent (30%) of the annual income of the Qualified Referrals for such Annual Subsidy Period, then, at CRA's election, the CRA may either (i) reduce the monthly subsidy payments to be paid to Owner during the next Annual Subsidy Period by the amount of such excess on a pro rata basis or (ii) require Owner to refund the excess amount to the CRA within ninety (90) days Owner's receipt of written notice from CRA. If the CRA's audit accurately determines that the total subsidy payments from the CRA in an Annual Subsidy Period were less than the difference between such fair market rent for such Annual Subsidy Period and thirty percent (30%) of the annual income of the Qualified Referrals during such Annual Subsidy Period, then, at Owner's election, the CRA shall either (x)

increase the monthly subsidy payments to be paid to Owner during the next Annual Subsidy Period by the amount of such underpayment on a pro rata basis, or (y) pay Owner the amount underpaid by the CRA within ninety (90) days after CRA's receipt of written notice from Owner; provided, however, in no event shall the CRA be required to pay Owner more than Eight Million and No/100 Dollars (\$8,000,000.00) in subsidy payments pursuant to this Agreement during the five (5) year Term of this Agreement.

4. Owner Obligations. Owner will comply in all material respects with the terms of each lease with a Qualified Referral. Owner will comply with all fair housing laws, rules, regulations or orders applicable to the Project and shall not discriminate on the basis of race, creed, color, sex, age or national origin in the lease, use or occupancy of the Project; provided, however, to the extent the Project meets the requirements for exemption from the prohibition against familial status discrimination contained in Title VIII of the Civil Rights Act of 1968 (known as the Fair Housing Act), as amended, such requirement shall not apply. Owner shall have the right to terminate a lease with a Qualified Referral following a breach by such Qualified Referral, provided that such termination is in accordance with the applicable lease and all applicable laws.

5. Remedies. In the event of any breach by the CRA of its obligations hereunder, Owner shall be entitled to exercise any and all rights available at law or equity, including maintaining actions for damages, specific enforcement and/or injunctive relief.

6. Term. This Agreement shall commence on the Effective Date and shall continue in full force and effect for one (1) year after the Initial Payment Date (the "Initial Term") and shall thereafter automatically renew for four (4) successive one (1) year periods (each, a "Renewal Term") and together with the "Initial Term" collectively, the "Term of this Agreement"). Upon the expiration of the Term of this Agreement, Owner and the CRA may mutually agree to further renew this Agreement, provided that the terms of any such renewal shall be subject to mutual written agreement between Owner and the CRA, each acting reasonably and in good faith. Following the expiration of the Term of this Agreement, the CRA will not be obligated to provide any rental assistance pursuant to this Agreement and the Owner will not be obligated to renew any leases with the Qualified Referrals, including without limitation, the CRA Qualified Referrals.

7. Authority. Each party hereto represents and warrants to the other party that the individual executing this Agreement on behalf of such party has been duly authorized to enter into this Agreement and that this Agreement is enforceable against such party in accordance with its terms.

8. Notices. Notices required or permitted to be given pursuant to the terms of this Agreement will be sent by certified mail, return receipt requested, postage prepaid or by recognized overnight courier, postage prepaid. Notice will be effective upon delivery or refusal of delivery. Notices will be delivered to the following addresses, subject to the right of either party to change the address at which it is to receive notice by written notice to the other party in accordance herewith:

To the CRA:

Southeast Overtown/Park West

Community Redevelopment Agency
 819 NW 2nd Avenue
 Third Floor
 Miami, Florida 33136
 Attention: [_____]

To the Owner:

Block 55 Residential, LP
 2901 Florida Avenue
 Suite 806
 Coconut Grove, Florida 33133
 Attention: [_____]

With copies to:

Block 55 Owner, LLC
 2901 Florida Avenue
 Suite 806
 Coconut Grove, Florida 33133
 Attention: [_____]

and

R4 SLFL Acquisition LLC
 c/o R4 Capital LLC
 780 Third Avenue
 16th Floor
 New York, New York 10017
 Attention: Mark Schnitzer

and

Wingate Management Company, LLC
 100 Wells Avenue
 Newton, Massachusetts 02459
 Attention: Michael Martin, President

and

MRK Partners
 5230 Pacific Concourse Drive
 Suite 350
 Los Angeles, CA 90045
 Attention: [_____]

9. Time of the Essence. Time is of the essence of each and every provision of this Agreement.

10. Assignment; Parties Bound. The CRA shall not assign this Agreement or any interest therein to any other person without Owner's prior written consent, which may be granted or withheld in Owner's sole discretion. Owner may assign this Agreement or any interest therein to a successor owner of the Project without the CRA's prior written consent. This Agreement inures to the benefit of and be binding upon, and is intended solely for the benefit of, the parties hereto and their respective permitted successors and assigns, and no third party will have any rights, claims, privileges or other beneficial interests herein or hereunder.

11. Integration and Amendment. This Agreement and the exhibits hereto set forth the entire understanding of the parties with respect to the subject matter hereof, superseding and/or incorporating all prior or contemporaneous oral or written agreements, and may be changed, modified, or amended only by an instrument in writing executed by the party against whom the enforcement of any such change, modification or amendment is sought.

12. Governing Law. This Agreement and the rights of the parties hereunder shall be governed by, and interpreted in accordance with, the laws of the State of Florida, without regard to principles of conflicts of law.

13. Litigation. In the event of any litigation between the CRA and Owner concerning the terms of this Agreement, the prevailing party will be entitled to reimbursement of its costs and expenses, including reasonable attorneys' fees, incurred in trial, appellate and post-judgment proceedings.

14. Invalid Provisions and Severability. In the event any term or provision of this Agreement is held illegal, unenforceable or inoperative as a matter of law, the remaining terms and provisions shall not be affected thereby, but shall be valid and remain in force and effect, provided that the inoperative provisions are not essential to the interpretation or performance of this Agreement in accordance with the clear intent of the parties.

15. No Waiver of Default. No waiver by a party of any breach of this Agreement by the other party will be deemed to be a waiver of any other breach by such other party (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of payment or performance by a party after any breach by the other party will be deemed to be a waiver of any breach of this Agreement by such other party, whether or not the first party knows of such breach at the time it accepts such payment or performance. No failure or delay by a party to exercise any right it may have by reason of the default of the other party will operate as a waiver of default or modification of this Agreement or prevent the exercise of any right by the first party while the other party continues to be in default.

16. Waiver of Jury Trial. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN CONNECTION WITH CLAIM, ACTION OR PROCEEDING BROUGHT IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS WAIVER OF JURY TRIAL PROVISION.

17. No Joint Venture. The parties expressly agree that no joint venture, partnership or agency relationship is created or intended by this Agreement.

18. Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered electronically, including without limitation, clear images of manually executed signatures transmitted by electronic format such as “pdf”, “tif” or “jpg”, as well as other electronic signatures such as DocuSign and AdobeSign.

[Signatures on following page]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the CRA as of the date first above written.

CRA:

SOUTHEAST OVERTOWN/PARK WEST
COMMUNITY REDEVELOPMENT AGENCY, a
public agency and body corporate created pursuant
to Section 163.356, Florida States

By: _____
Name:
Title:

DRAFT

Attachment: File # 15451 - Exhibit A (15451 : Block 55 Residential, L.P., Housing Subsidy Agreement)

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by Owner as of the date first above written.

OWNER:

BLOCK 55 RESIDENTIAL, LP,
a Florida limited partnership

By: Pacific Southwest Community Development
Corporation, its general partner

By: _____
Name:
Title:

DRAFT

Attachment: File # 15451 - Exhibit A (15451 : Block 55 Residential, L.P., Housing Subsidy Agreement)

EXHIBIT A

Legal Description of the Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MIAMI-DADE, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

AIRSPACES THAT SHALL BE KNOWN AS “UNIT A-1” AND “UNIT A-2” PURSUANT TO THE PROPOSED CONDOMINIUM SURVEY PREPARED BY BISCAYNE ENGINEERING UNDER PROJECT NO. 87062, DATED AUGUST 11, 2021, AS AMENDED, FOR SAWYER’S WALK, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, TO BE RECORDED IN THE OFFICIAL RECORDS OF MIAMI-DADE COUNTY, FLORIDA AND ALL EXHIBITS AND AMENDMENTS THEREOF, TOGETHER WITH ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS.

EXHIBIT B

Form of Preliminary Application

[see attached]

DRAFT

EXHIBIT C

Supporting Documentation to be provided by Proposed Qualified Referrals

1. All adult household members who are employed must each provide 4-6 current paystubs.
2. All adult household members who are paid in cash must each provide their employer's information, including name, address, fax number, phone number and/or email address.
3. Any household members who have income from sources other than employment, such as Social Security, Disability, Worker's Compensation, VA Benefits, Unemployment Compensation, TANF etc., must each provide proof of the gross amount being received over the next 12 months.
4. All adult household members who are self-employed must each provide U.S. federal tax returns from the prior two (2) calendar years.

EXHIBIT D

2023 Guidelines

Note: The general hold harmless provisions of IRC Section 142(d)(2)(E) mean that projects with at least one building placed in service on or before the end of the 45-day transition period for newly-released limits use whichever limits are greater, the current-year limits or the limits in use the preceding year.

HUD release: 5/15/2023

Effective: 5/15/2023

Implement on/before: 6/28/2023

**2023 Income Limits and Rent Limits
Florida Housing Finance Corporation
Multifamily Rental Programs and CWHIP Homeownership Program
NOTE: Does not pertain to CDBG-DR, HHRP, HOME, NHTF or SHIP**

County (Metro)	Percentage Category	Income Limit by Number of Persons in Household										Rent Limit by Number of Bedrooms in Unit					
		1	2	3	4	5	6	7	8	9	10	0	1	2	3	4	5
Miami-Dade County	20%	14,460	16,520	18,580	20,640	22,300	23,960	25,600	27,260	28,896	30,547	361	387	464	536	599	660
(Miami-Miami Beach-Kendall HMFA)	25%	18,075	20,650	23,225	25,800	27,875	29,950	32,000	34,075	36,120	38,184	451	484	580	670	748	825
	28%	20,244	23,128	26,012	28,896	31,220	33,544	35,840	38,164	40,454	42,766	506	542	650	751	838	925
	30%	21,690	24,780	27,870	30,960	33,450	35,940	38,400	40,890	43,344	45,821	542	580	696	805	898	991
	33%	23,859	27,258	30,657	34,056	36,795	39,534	42,240	44,979	47,678	50,403	596	638	766	885	988	1,090
	35%	25,305	28,910	32,515	36,120	39,025	41,930	44,800	47,705	50,568	53,458	632	677	812	939	1,048	1,156
	40%	28,920	33,040	37,160	41,280	44,600	47,920	51,200	54,520	57,792	61,094	723	774	929	1,073	1,198	1,321
	45%	32,535	37,170	41,805	46,440	50,175	53,910	57,600	61,335	65,016	68,731	813	871	1,045	1,207	1,347	1,486
	50%	36,150	41,300	46,450	51,600	55,750	59,900	64,000	68,150	72,240	76,368	903	968	1,161	1,341	1,497	1,651
	60%	43,380	49,560	55,740	61,920	66,900	71,880	76,800	81,780	86,688	91,642	1,084	1,161	1,393	1,610	1,797	1,982
	70%	50,610	57,820	65,030	72,240	78,050	83,860	89,600	95,410	101,136	106,915	1,265	1,355	1,625	1,878	2,096	2,312
Median: 74,700	80%	57,840	66,080	74,320	82,560	89,200	95,840	102,400	109,040	115,584	122,189	1,446	1,549	1,858	2,147	2,396	2,643
	120%	86,760	99,120	111,480	123,840	133,800	143,760	153,600	163,560	173,376	183,283	2,169	2,323	2,787	3,220	3,594	3,964
	140%	101,220	115,640	130,060	144,480	156,100	167,720	179,200	190,820	202,272	213,830	2,530	2,710	3,251	3,757	4,193	4,625

Florida Housing Finance Corporation (FHFC) income and rent limits are based upon figures provided by the United States Department of Housing and Urban Development (HUD) and are subject to change. Updated schedules will be provided when changes occur.

Attachment: File # 15451 - Exhibit A (15451 : Block 55 Residential, L.P., Housing Subsidy Agreement)

EXHIBIT E

2024 Housing Subsidy Income Test*

	unit type	studio	1 Br	2br	3 br	4 br
	FMR FY 2024-110%	\$ 1,851	\$ 2,072	\$ 2,556	\$ 3,330	\$ 3,948
5.80%	FMR FY 2024-30%	\$ 573	\$ 614	\$ 736	\$ 852	\$ 950
	difference	\$ 1,278	\$ 1,458	\$ 1,820	\$ 2,478	\$ 2,998
	12 months	\$ 15,331	\$ 17,500	\$ 21,836	\$ 29,740	\$ 35,975
	89 units	\$ 1,364,438	\$ 1,557,528	\$ 1,943,367	\$ 2,646,835	\$ 3,201,774

*For Studio, 1-Bedroom and 2-Bedroom units in the Project

Attachment: File # 15451 - Exhibit A (15451 : Block 55 Residential, L.P., Housing Subsidy Agreement)

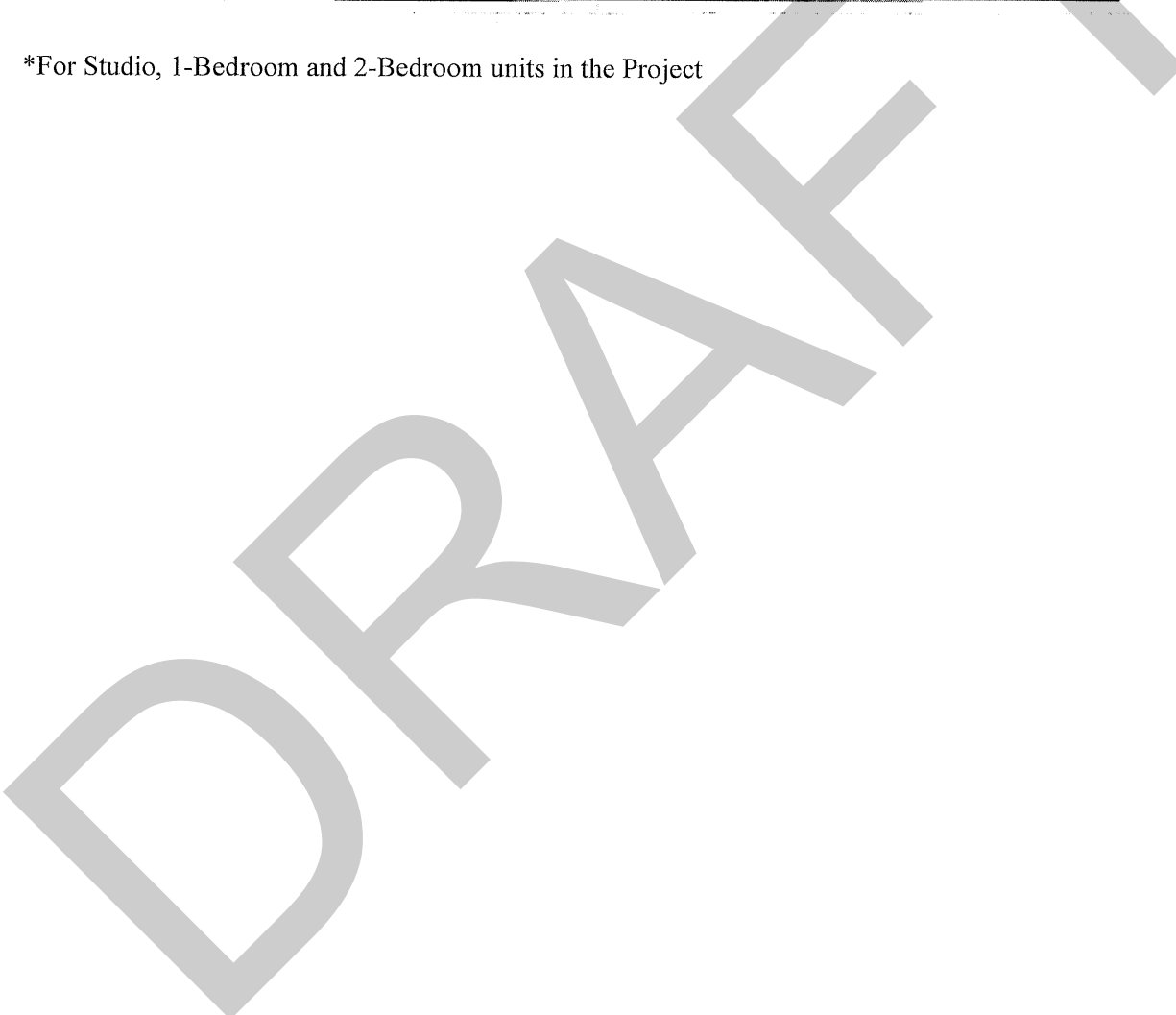


EXHIBIT F


Income Limits

Unit Type	# Units	SqFt / Unit	AMI basis
Studio	110	470	40%
	110	470	
1x1	21	626	40%
1x1	23	626	40%
1x1	54	626	40%
1x1	40	626	30%
1x1	44	626	30%
1x1	11	732	30%
1x1	10	732	30%
1x1	7	700	30%
1x1	4	630	30%
1x1	5	630	30%
1x1	6	630	80%
1x1	22	620	80%
1x1	11	615	80%
1x1	22	623	80%
	280	635	
2x2	23	939	40%
2x2	15	939	30%
2x2	52	939	80%
2x2	10	980	80%
2x2	11	952	80%
2x2	11	934	80%
2x2	44	1000	80%
2x2	11	940	80%
2x2	11	928	80%
	188	955	

Attachment: File # 15451 - Exhibit A (15451 : Block 55 Residential, L.P., Housing Subsidy Agreement)

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

To: Board Chair Christine King and Members of the CRA Board Date: January 18, 2024 File: 15452



From: James McQueen Subject: Block 55 Residential, L.P., 2nd Amended and Restated Memorandum of Understanding
Executive Director Enclosures: File # 15452 - Exhibit A

BACKGROUND:

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”), with attachment(s), approving and authorizing an Amendment to the 2nd Amended and Restated Memorandum of Understanding (“MOU”) dated October 10, 2022, between the SEOPW CRA and Block 55 Residential Partners, L.P., extending the due date for payment of \$2,351,914.00, due from the sale of excess density, attached and incorporated herein as Exhibit “A”.

JUSTIFICATION:

Florida Statutes, Section 163.370(2)(e)(4) of the Community Redevelopment Act authorizes the disposal of real property.

WHEREAS, Florida Statutes, Section 163.370(2)(e)(4) of the Community Redevelopment Act authorizes the disposal of real property; and

WHEREAS, Section 2, Goal 3 on page 11 of the Plan lists the “creat[ion of infill housing, diversity in housing types, and retaining affordable housing, as a stated redevelopment goal; and

WHEREAS, Section 2, Goal 4 and 6 on page 11 of the Plan lists the “creat[ion of jobs within the Community” and “improving quality of life for residents” as stated redevelopment goals; and

WHEREAS, Section 2, Principle 4 on page 14 of the Plan provides that “[t]he neighborhood ... retain access to affordable housing ...” as a stated redevelopment principle; and

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

FUNDING:

No fiscal impact.

**AGENDA ITEM
FINANCIAL INFORMATION FORM**

SEOPW CRA

CRA Board Meeting Date: January 25, 2024

CRA Section:

Approved by:



James McQueen, Executive Director 1/18/2024

Approval:



Miguel A Valentin, Finance Officer 1/18/2024



Southeast Overtown/Park West Community Redevelopment Agency

File Type: CRA Resolution

Enactment Number:

File Number: 15452

Final Action Date:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY (“CRA”), WITH ATTACHMENT(S), APPROVING AND AUTHORIZING THE EXECUTION OF THE 2ND AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING (“MOU”), ATTACHED AND INCORPORATED HEREIN (EXHIBIT “A”), AMENDING THE AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING (“MOU”), DATED OCTOBER 10, 2022 (EXHIBIT “B”), BETWEEN THE CRA AND BLOCK 55 RESIDENTIAL PARTNERS, L.P.; EXTENDING THE DUE DATE FOR PAYMENT MONIES FROM THE SALE OF EXCESS DENSITY; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ANY AND ALL DOCUMENTS REQUIRED TO CONSUMMATE THE TRANSACTION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Parties mutually agree it is in their best interest to amend the Amend and Restated Memorandum of Understanding dated October 10, 2022 (Exhibit “B”), among other things, extending due date for the payment of monies due to the CRA pursuant to paragraphs 5 of the said Amended and Restated Memorandum of Understanding; and

WHEREAS, the Board finds that it is in the best interest of the Parties to execute the 2nd Amended and Restated Memorandum of Understanding, attached hereto and incorporated herein as Exhibit “A”,

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

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

Section 2. The Board of Commissioners hereby authorizes the Executive Director to execute the 2nd Amended and Restated MOU, attached and incorporated herein as Exhibit “A”.

Section 3. The Executive Director is further authorized to execute any amendment(s) and all other documents required to consummate the transaction.

Section 4. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the Executive Director, or the Executive Director’s designee, without need of public hearing, by filing a corrected copy of the same with the City Clerk.

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

 Vincent T. Brown, Staff Counsel 1/18/2024

Christine King
Board Chair



James McQueen
Executive Director

2nd Amended and Restated Memorandum of Understanding

This 2nd Amended and Restated Memorandum of Understanding (this “MOU”) is entered into on _____ (“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 (“CRA”), and Block 55 Owner, LLC, a Florida limited liability company (“Block 55 Owner”). This MOU amends, restates and supersedes in its entirety that certain Memorandum of Understanding entered into on May 5, 2022, and that certain Amended and Restated Memorandum of Understanding dated October 10, 2022, between the CRA and Block 55 Owner.

OBJECTIVES. Enhance the benefits of the Block 55 Restrictive Covenant and the Block 55 Housing Covenant which promoted development in line with the Property’s context and promoting development of a qualifying Attainable Mixed-Income Housing project and an employment hub in a mixed-use, walkable area by permitting the transfer of unused development rights, to the extent permitted by law, of at least 578 residential units to other properties located in the Redevelopment Area.

RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES. In exchange for mutual consideration of Block 55 Owner and the CRA, the parties agree as follows:

TERMS OF UNDERSTANDING.

1. Block 55 Owner represents and warrants that Block 55 Owner is the beneficial owner of 100% of the excess development rights with respect to that certain property located at 249 NW 6th Street, Miami, Florida (the “Development Rights”) pursuant to the reservation set forth in that certain Special Warranty Deed recorded in Official Records Book 32702, Page 99 of the Public Records of Miami-Dade County, Florida.
2. Block 55 acknowledges that it owes and the CRA is entitled to \$2,476, 914.00 from the sale of the excess density of the Block 55-Sawyer’s Walk project;
3. The CRA acknowledges and confirms receipt of \$125,000.00 made on October 15, 2022, which has been applied towards such amount, and the remaining balance is \$2,351,914.00.
4. The CRA agrees to defer the payment of all such proceeds due to the CRA (collectively, the “CRA Proceeds”) on August 1, 2023, until December 31, 2025. The CRA Proceeds shall accrue interest in the amount of two percent (2%) per annum, compounding annually, commencing on August 31, 2023, until the date on which the CRA Proceeds are paid to the CRA, which interest shall be paid on December 31, 2025; provided, however, if the CRA Proceeds are not paid in full to the CRA on December 31, 2025, then Block 55 Owner shall pay a penalty of \$50,000.00 per month until principal, interest and all accrued penalties are paid. It is understood by the Parties that the \$50,000.00 is a penalty and not considered interest payment. Moreover, the 2% interest compounded annually shall continue to accrue until all monies are paid.
5. On or before, December 31, 2025, Block 55 shall pay \$100,000.00 as consideration for this amendment.
6. The Parties agree that there is no DEFAULT CURE PERIOD.
7. The undersigned Michael Swerdlow, Stephen Garchik and Stephen McBride hereby join in this MOU for purposes of jointly and severally guaranteeing Block 55 Owner’s obligation to pay the CRA Proceeds and all accrued interest thereon to the CRA. In addition to the foregoing guaranty,

Christine King
Board Chair



James McQueen
Executive Director

to secure the obligations of Block 55 Owner under this Section 5, Block 55 Owner will cause the owners of Block 55 Holdings, LLC to provide the CRA with a collateral assignment of the membership interests of Block 55 Holdings, LLC. Block 55 Holdings, LLC is the top-level owner of the Block 55 entities. The CRA shall have “open book” access to Block 55 Owner's books and records regarding the Development Rights.

8. Subject to Block 55 Owner's confidentiality obligations, Block 55 Owner shall make available to the CRA copies of any and all existing sale agreements for the Development Rights within two (2) business days after execution of this MOU and shall provide the CRA copies of any subsequently signed sale agreements within two (2) business days after execution by all the parties (Purchasers and Sellers).
9. Subject to Block 55 Owner's confidentiality obligations, Block 55 Owner shall make available to the CRA all closing documents within 24 hours of the closing on the sale of any Development Rights.
10. In the event it is brought to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to all of its costs and expenses, including reasonable attorney's fees.
11. Block 55 Owner shall be solely responsible for the payment of all brokerage fees and commissions associated with the sale of any Development Rights.
12. This understanding applies to all Development Rights to be transferred or sold.
13. The terms of this MOU shall in no way affect the terms of the Block 55 Covenant and the Block 55 Housing Covenant.

[End of text; signatures on following page]

Christine King
Board Chair



James McQueen
Executive Director

WHEREFORE, the parties have caused this Amended and Restated Memorandum of Understanding to be duly executed and delivered as of the Effective Date.

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

By: _____
James McQueen
Executive Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Vincent T. Brown, Esq.
Staff Counsel

BLOCK 55 Owner, LLC,
a Florida limited liability company

By: SG Manager, LLC, a Florida limited liability company, its manager

By: _____
Name:
Title:

THE UNDERSIGNED HEREBY JOIN IN AND CONSENT TO THIS MOU SOLELY FOR PURPOSES or JOINTLY AND SEVERALLY GUARANTEEING THE OBLIGATIONS OF BLOCK 55 OWNER, LLC TO PAY THE TOTAL PERCENTAGE OF PROCEEDS DUE TO THE CRA PURSUANT TO SECTION 5 OF THIS MOU.

MICHAEL SWERDLOW

STEPHEN GARCHIK

STEPHEN MCBRIDE