

# **City of Miami**

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



## **Meeting Agenda**

**Thursday, December 14, 2023**

**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*

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

**CALL TO ORDER****CRA PUBLIC COMMENTS****CRA RESOLUTION****1. CRA RESOLUTION****15220**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA"), WITH ATTACHMENTS AUTHORIZING A REVOCABLE LICENSE AGREEMENT, ATTACHED AND INCORPORATED HEREIN (EXHIBIT "A") FOR THE USE OF PROPERTY AT 1611 N.W. 3RD AVENUE, MIAMI, FLORIDA 33136 (THE "PROPERTY"), WITH BDI CONSTRUCTION COMPANY, A FLORIDA PROFIT CORPORATION ("BDI"); FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE REVOCABLE LICENSE AGREEMENT, AND ANY AND ALL OTHER DOCUMENTS NECESSARY, ALL IN FORMS ACCEPTABLE TO THE GENERAL COUNSEL; FOR THE PURPOSE STATED HEREIN; PROVIDING FOR INCORPORATION OF RECITALS, AND PROVIDING FOR AN EFFECTIVE DATE.

File # 15220 - Exhibit A

**2. CRA RESOLUTION****15221**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA"), WITH ATTACHMENTS AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE SETTLEMENT AGREEMENT ("AGREEMENT"), ATTACHED AND INCORPORATED HEREIN (EXHIBIT "A") BETWEEN THE SEOPW CRA ("PLAINTIFF") AND KAREN CARTWRIGHT ("DEFENDANT"), CIVIL DIVISION CASE NUMBER 2023-085229-CC-05 ("PURPOSE"); FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE ANY OTHER DOCUMENTS NECESSARY, ALL IN FORMS ACCEPTABLE TO THE GENERAL COUNSEL; FOR THE PURPOSE STATED HEREIN; PROVIDING FOR INCORPORATION OF RECITALS, AND PROVIDING FOR AN EFFECTIVE DATE.

File # 15221 - Exhibit A

**3. CRA RESOLUTION****15049**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA"), WITH ATTACHMENT(S) AND INCORPORATED HEREIN, BY A FOUR-FIFTHS (4/5THS) AFFIRMATIVE VOTE, AFTER AN ADVERTISED PUBLIC HEARING, RATIFYING, APPROVING AND CONFIRMING THE EXECUTIVE DIRECTOR'S RECOMMENDATION AND FINDING THAT COMPETITIVE NEGOTIATION METHODS AND PROCEDURES ARE NOT PRACTICABLE OR ADVANTAGEOUS PURSUANT TO SECTIONS 18-85 OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED, AS ADOPTED BY THE SEOPW CRA; WAIVING THE REQUIREMENTS FOR COMPETITIVE SEALED BIDDING AS NOT BEING PRACTICABLE OR ADVANTAGEOUS TO THE SEOPW CRA; AUTHORIZING THE EXECUTIVE DIRECTOR TO DISPERSE FUNDS, AT HIS DISCRETION, ON A REIMBURSEMENT BASIS OR DIRECTLY TO VENDORS, UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION, SUBJECT TO THE AVAILABILITY OF FUNDING, FROM THE "GRANTS AND AIDS" ACCOUNT, ACCOUNT NO. 10050.920101.883000, IN AN AMOUNT TO NOT EXCEED TWO HUNDRED EIGHTY-NINE THOUSAND FIVE HUNDRED SIXTY-SIX DOLLARS AND ZERO CENTS (\$289,566.00) ("FUNDS"), TO FAMSERSA, LLC., A FLORIDA LIMITED LIABILITY COMPANY ("FAMSERSA"), FOR THE REHABILITATION OF 212 N.W. 11TH STREET ("PROPERTY"); FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AN AGREEMENT, INCLUDING ANY AND ALL DOCUMENTS NECESSARY, ALL IN FORMS ACCEPTABLE TO THE GENERAL COUNSEL; FOR THE ALLOCATION OF THE FUNDS FOR THE PURPOSE STATED HEREIN; SUBJECT TO THE AVAILABILITY OF FUNDING; PROVIDING FOR INCORPORATION OF RECITALS AND PROVIDING FOR AN EFFECTIVE DATE.

**Note for the Record: File was inadvertently incremented from Revision A to Revision E by SEOPW CRA on 12/7/2023. All changes made to Revision A has been incorporated into Revision E.**

File # 15049 - Bid Waiver Memo 2023-11-16

File # 15049 - Notice To The Public 2023-11-16

File # 15049 - Exhibit A 2023-11-16

File # 15049 - Exhibit A

File # 15049 - Backup

File # 15049 - Notice to the Public

**4. CRA RESOLUTION****15223**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA"), WITH ATTACHMENTS AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A REVOCABLE LICENSE AGREEMENT ("AGREEMENT"), ATTACHED AND INCORPORATED HEREIN AS (EXHIBIT "A"), BETWEEN THE SEOPW CRA AND THE DUNNS-JOSEPHINE, INCORPORATED, A FLORIDA FOR PROFIT CORPORATION ("DUNNS-JOSEPHINE"), FOR THE TEMPORARY USE OF A PORTION OF SEOPW CRA PROPERTY, 316 N.W. 11TH STREET AND 324 N.W. 11TH STREET, MIAMI, FLORIDA 33136 ( THE "CRA LOTS"), AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ("PURPOSE"); FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE ANY OTHER DOCUMENTS AND AGREEMENTS NECESSARY, ALL IN FORMS ACCEPTABLE TO THE GENERAL COUNSEL FOR THE PURPOSE STATED HEREIN; PROVIDING FOR INCORPORATION OF RECITALS, AND PROVIDING FOR AN EFFECTIVE DATE..

File # 15223 - Exhibit A

**5. CRA RESOLUTION****15224**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA"), ACCEPTING THE SELECTION COMMITTEE'S RECOMMENDATION OF HOOD DESIGN STUDIO, INC. (HOOD DESIGN STUDIO), AS THE TOP RANKED PROPOSER TO THE REQUEST FOR QUALIFICATIONS 23-01 FOR LANDSCAPE ARCHITECTURE SERVICES FOR N.W. 9TH STREET PEDESTRIAN MALL IMPROVEMENTS ("PURPOSE"); FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE A PROFESSIONAL SERVICES AGREEMENT FOR AN AMOUNT NOT TO EXCEED THREE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$300,000.00) ("FUNDS") AND TO BRING THE SAID AGREEMENT BACK TO THE BOARD FOR FINAL APPROVAL; PROVIDING FOR INCORPORATION OF RECITALS, AND PROVIDING FOR AN EFFECTIVE DATE.

File # 15224 - Backup

**ADJOURNMENT**

SEOPW Board of Commissioners Meeting  
December 14, 2023SOUTHEAST OVERTOWN/PARK WEST  
COMMUNITY REDEVELOPMENT AGENCY  
**INTER-OFFICE MEMORANDUM**

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To: Board Chair Christine King and Date: December 7, 2023 File: 15220  
Members of the CRA Board

From: James McQueen  
Executive DirectorSubject: Revocable License Agreement for  
1611 N.W. 3rd Ave., Miami, FL  
33136, to BDI Construction  
Company

Enclosures: File # 15220 - Exhibit A

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**BACKGROUND:**

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”), authorizing the revocable license agreement, attached and incorporated herein (Exhibit “A”), for the use of property at 1611 N.W. 3rd Avenue, Miami, Florida 33136 (the “Property”), with BDI Construction Company, a Florida profit corporation (“BDI”).

BDI is a general contractor selected to construct an affordable housing development project on Miami-Dade County property near N.W. 16<sup>th</sup> Street and N.W. 3<sup>rd</sup> Avenue, Miami, Florida. BDI has requested temporary use of the Property for the purposes of a construction staging area for a term of 5 months, beginning January 29, 2024. The use of the Property for the term required has been negotiated for an amount of \$1,900.00 per month, or \$9,500.00 for 5 months.

In accordance with Florida Statutes 163.380, the SEOPW CRA has posted public notice declaring its intent to dispose of real property.

**JUSTIFICATION:**

The subject Property is currently vacant and will not be developed within the time frame of the lease. Revenues generated from the lease of the Property will be used toward SEOPW CRA redevelopment efforts.

**FUNDING:**

None

**FACT SHEET:**

**Company name:** BDI Construction Company

**Address (property):** 1611 N.W. 3 Avenue, Miami, FL 33136

**Term:** 5 months beginning January 29, 2024

**Scope of work or services (Summary):** Revocable License Agreement of vacant Property for 5 months.

**AGENDA ITEM**  
**FINANCIAL INFORMATION FORM**

**SEOPW CRA**

**CRA Board Meeting Date:** December 14, 2023

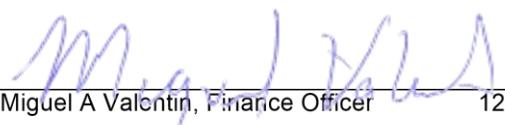
**CRA Section:**

Approved by:



James McQueen, Executive Director 12/7/2023

Approval:



Miguel A Valentin, Finance Officer 12/7/2023



# Southeast Overtown/Park West Community Redevelopment Agency

**File Type: CRA Resolution**

**Enactment Number:**

**File Number: 15220**

**Final Action Date:**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA"), WITH ATTACHMENTS AUTHORIZING A REVOCABLE LICENSE AGREEMENT, ATTACHED AND INCORPORATED HEREIN (EXHIBIT "A") FOR THE USE OF PROPERTY AT 1611 N.W. 3RD AVENUE, MIAMI, FLORIDA 33136 (THE "PROPERTY"), WITH BDI CONSTRUCTION COMPANY, A FLORIDA PROFIT CORPORATION ("BDI"); FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE REVOCABLE LICENSE AGREEMENT, AND ANY AND ALL OTHER DOCUMENTS NECESSARY, ALL IN FORMS ACCEPTABLE TO THE GENERAL COUNSEL; 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 2018 Southeast Overtown/Park West Redevelopment Plan Update (the "Plan"); and

WHEREAS, BDI Construction Company, a Florida Profit Corporation ("BDI") is the general contractor for an upcoming affordable housing development project on Miami-Dade County property near N.W. 16<sup>th</sup> Street and N.W. 3<sup>rd</sup> Avenue, Miami, FL; and

WHEREAS, BDI has requested temporary use of 1611 N.W. 3<sup>rd</sup> Avenue, Miami, FL, 33136 (the "Property") for the purposes of construction staging area ("Purpose"); and

WHEREAS, in accordance with Florida Statutes 163.380, the SEOPW CRA has posted public notice declaring its intent to dispose of real property; and

WHEREAS, the Board of Commissioners wishes to authorize execution of the revocable license agreement, attached and incorporated herein (Exhibit "A"), with BDI 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

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 hereby authorized to execute the revocable license agreement with BDI Construction Company for the property located at 1611 N.W. 3<sup>rd</sup> Avenue, Miami, FL, 33136, for the Purpose stated herein.

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

12/7/2023

# Exhibit "A"

## REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT (the "Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the "Effective Date"), by and between the SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA"), a public agency and body corporate created pursuant to Section 163.356, Florida Statutes (the "SEOPW CRA"), and BDI CONSTRUCTION COMPANY, a Florida profit corporation (the "Licensee").

### RECITALS

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

B. WHEREAS, Section 2, Goal 6, of the Plan also lists "improving the quality of life for residents," as a stated redevelopment goal; and

WHEREAS, the SEOPW CRA is the owner of property located at 1611 N.W. 3rd Avenue in Miami, Florida 33136 (the "CRA Lot"), more specifically referred to in **Exhibit "A"**.

C. WHEREAS, the Licensee has requested use of the Northern half portion of the CRA Lot ("Property"), more specifically referred to in **Exhibit "B"**; and

D. WHEREAS, Licensee is a for-profit organization performing general contracting services; and

E. WHEREAS, the Licensee intends on using the Property to as a construction staging area for a nearby affordable housing construction development project ("Purpose"); and

F. WHEREAS, the SEOPW CRA is willing to grant a revocable license to Licensee for use of the Property for the permitted Purpose, and Licensee is willing to accept a revocable license to use the Property for the permitted Purpose, as hereinafter provided; and

**NOW THEREFORE**, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. RECITALS. The foregoing recitals are true and correct and are hereby incorporated herein and made a part of this Agreement.

2. GRANT OF REVOCABLE LICENSE. The SEOPW CRA hereby grants to Licensee a revocable license to utilize the CRA Lot for the intended Purpose for the Permitted Use, subject to the terms of this Agreement. The use of the CRA Lot by the Licensee is strictly

limited to the Purpose and the CRA Lots is not to be used by the Licensee for any other purpose whatsoever.

3. AGREEMENT NOT A LEASE. This Agreement solely grants to Licensee revocable license for the Permitted Use of the CRA Lots and for no other purpose. The parties hereby agree that the provisions of this Agreement do not constitute a lease. The rights of Licensee hereunder are not those of a tenant but are a mere personal privilege to do certain acts of a temporary character on the CRA Lot and to use the CRA Lot for the Permitted Use only, subject to the terms of this Agreement. The SEOPW CRA retains dominion, possession and control of the CRA Lot. Therefore, no lease interest in the CRA Lot is conferred upon Licensee under the provisions hereof. Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the CRA Lot by virtue of this Agreement or its use of the CRA Lot hereunder. Additionally, Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the CRA Lot by virtue of any expenditure of funds in connection with the use of the CRA Lot.

4. TERM OF AGREEMENT AND USE PERIOD. This Agreement shall commence on January 29, 2024 and shall continue for a five (5) month period ending June 30, 2024.

5. USE RATE. In consideration of the use of the CRA Lot as described above, Licensee agrees to pay to the SEOPW CRA the sum of Nine Thousand Five Hundred Dollars and No Cents (\$9,500.00). Payment must be paid in full; failure to pay upon execution of this Agreement shall result in the immediate termination of this Agreement.

6. CONDITION OF THE CRA LOT AND MAINTENANCE. During the term of this Agreement, Licensee shall, at its sole cost and expense, maintain the CRA Lot in good condition and repair and ensure the CRA Lot remains in a clean, safe and sanitary condition. Licensee shall promptly restore the CRA Lot to its original condition, prior to the use of the CRA Lot by Licensee, upon the termination of this Agreement unless otherwise agreed to in writing by the SEOPW CRA's Executive Director. Licensee agrees that the SEOPW CRA shall, under no circumstances, be liable for any latent, patent or other defects in the SEOPW CRA Lot.

7. VIOLATIONS, LIENS, AND SECURITY INTERESTS. The Licensee shall not suffer or permit any statutory, laborers, materialman, or mechanics' liens to be filed against the CRA Lot by reason of work, labor, services, or materials supplied to the Licensee or anyone having a right to possession of the CRA Lot. Nothing in this Agreement shall be construed as constituting the consent or request of the SEOPW CRA, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific alteration, or repair of or to the CRA Lot nor as giving the Licensee the right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanics liens against the CRA Lot. If any mechanics' lien shall at any time be filed against the CRA Lot, the Licensee shall cause it to be discharged of record or transferred to appropriate bond within thirty (30) days after

the date the Licensee acquires knowledge of its filing. If the Licensee shall fail to discharge a mechanics' lien or cause same to be transferred to bond within that period, then in addition to any other right or remedy available to the SEOPW CRA, the SEOPW CRA may, but shall not be obligated to, discharge the lien either by paying the amount claimed to be due or by transferring same to appropriate bond. All amounts paid by the SEOPW CRA shall be repaid to the SEOPW CRA by the Licensee immediately upon rendition of any invoice or bill by the SEOPW CRA and shall bear interest at the maximum rate allowed by Florida law until repaid. Subject to the limits, limitations and provisions of Section 768.28, Florida Statutes, as may be amended, Licensee further agrees to hold SEOPW CRA harmless from, and to indemnify and defend the SEOPW CRA against, any and all claims, demands and expenses, including attorney's fees and costs, by reason of any claims of any contractor, subcontractor, materialman, laborer or any other third person with whom Licensee has contracted or otherwise is found liable for, in respect to the Property.

8. SEOPW CRA ACCESS TO PROPERTY. SEOPW CRA and its authorized representative(s) shall have access to the Property at all times to: (a) inspect the Property; (b) to perform any obligations of Licensee under this Agreement which Licensee has failed to cure within ten (10) days of receipt of written notice from the SEOPW CRA; and (c) confirm Licensee's compliance with the terms and provisions of this Agreement and all applicable laws, ordinances, rules and regulations. The SEOPW CRA shall not be liable for any lost, cost or damage to the Licensee by reason of the exercise by the SEOPW CRA of the right of entry described herein. The making of periodic inspection or the failure to do so shall not operate to impose upon SEOPW CRA any liability of any kind whatsoever nor relieves the Licensee of any responsibility, obligations or liability under this Agreement.

9. LICENSEE COMPLIANCE WITH ALL ORDINANCES. The Licensee agrees to comply with all applicable code requirements and ordinances including the requirement to apply for any temporary use permits, building permits, certificates of use, or other permits and/or licenses. Licensee also agrees that any temporary improvements or modifications to the Property, including those not requiring any permits, and including the installation of outdoor furniture, planters, umbrellas, lighting, etc. comply with all applicable codes and ordinances.

10. NO PERMANENT STRUCTURES OR ALTERATIONS. The Licensee agrees to not build any permanent alterations to the CRA Lots nor construct any permanent structures on the CRA Lots.

11. INSURANCE. The Licensee shall, at all times during the term hereof, maintain such insurance coverage as provided in **Exhibit "C"** attached hereto and incorporated herein. All such insurance, including renewals, shall be subject to the approval of the SEOPW CRA and the City of Miami (which approval shall not be unreasonably withheld) for adequacy of protection and evidence of such coverage shall be furnished to the SEOPW CRA on Certificates of Liability Insurance indicating such insurance to be in force and effect and providing that it will not be canceled, or materially changed during the performance of Services under this Agreement without

thirty (30) calendar days prior written notice (or in accordance to policy provisions) to the SEOPW CRA. Completed Certificates of Liability Insurance shall be filed with the SEOPW CRA, to the extent practicable, prior to the performance of Services hereunder, provided, however, that Provider shall at any time upon request by the SEOPW CRA file duplicate copies of the policies of such insurance with the SEOPW CRA.

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

12. INDEMNIFICATION. Licensee shall indemnify, covenant not to sue, defend and hold harmless the SEOPW CRA, the City of Miami, and their officials, employees and agents (collectively referred to as "Indemnitees"), from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any CRA Lots arising out of, resulting from, or in connection with (i) the use of the CRA Lots, whether caused directly or indirectly, in whole or in part (whether joint, concurrent or contributing), by any act, omission, default, negligence (whether active or passive), recklessness or intentional wrongful misconduct of any Indemnitees, Licensee or any of users guests, invitees, employees, agents or subcontractors, or (ii) by the failure of Licensee to comply with any of the provisions herein, specifically Licensee's obligation to comply with all applicable statutes, ordinances or other regulations or requirements in connection with the use of the CRA Lots. This indemnification shall survive the term of this agreement.

13. SAFETY. Licensee shall allow SEOPW CRA inspectors, agents or representatives the ability to monitor its compliance with safety precautions as required by federal, state or local laws, rules, regulations and ordinances. By performing these inspections, the SEOPW CRA, its agents, or representatives are not assuming any liability by virtue of these laws, rules, regulations and ordinances. Licensee shall have no recourse against the SEOPW CRA, its agents, or representatives from the occurrence, non-occurrence or result of such inspection(s).

14. 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 SEOPW CRA and Licensee at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on

the day on which personally served; or if by certified mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier:

To SEOPW CRA:

James McQueen, Executive Director  
 Southeast Overtown/Park West Community Redevelopment Agency  
 819 N.W. 2<sup>nd</sup> Avenue 3<sup>rd</sup> Floor  
 Miami, FL 33136

*With copy to:*

Vincent T. Brown, Esq., Staff Counsel  
 819 N.W. 2<sup>nd</sup> Avenue 3<sup>rd</sup> Floor  
 Miami, FL 33136

To Licensee:

BDI Construction Company  
 Lourdes Maria Escandon, Director of Preconstruction  
 7270 N.W. 12<sup>th</sup> Street, Suite 200  
 Miami, Florida 33126

15. **ADVERTISING.** Licensee shall not permit any signs or advertising matter to be placed either in the interior or upon the exterior of the Property without having first obtained the approval of the SEOPW CRA's Executive Director or his designee, which approval may be withheld for any or no reason, at his sole discretion.

16. **HAZARDOUS MATERIALS.** Licensee hereby agrees that Licensee and Licensee's officers, directors, employees, representatives, agents, contractors, subcontractors, and any other users of the Property (collectively referred to as "Licensee Representatives") shall not use, generate, manufacture, refine, produce, process, store or dispose of, on, under or about the Property or transport to or from the Property in the future for the purpose of generating, manufacturing, refining, producing, storing, handling, transferring, processing or transporting Hazardous Materials, except in compliance - with all applicable Hazardous -Materials Laws. Furthermore, Licensee shall, at its own expense, procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for the storage or use by Licensee or any of Licensee's Representatives of any Hazardous Materials on the Property, including without limitation, discharge of (appropriately treated) materials or wastes into or through any sanitary sewer serving the Property.

Each party hereto (for purposes of this Paragraph, "Notifying Party") shall immediately notify the other party (the "Notice Recipient") in writing of: (a) any enforcement, cleanup, removal or other governmental or regulatory action instituted, contemplated or threatened concerning the Property pursuant to any Hazardous Materials Laws; (b) any claim made or threatened by any person against the Notifying Party or the Property relating to damage contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials on or about the

Property; and (c) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials in or removed from the Property including any complaints, notices, warnings or asserted violations in connection therewith, all upon receipt by the Notifying Party of actual knowledge of any of the foregoing matters. Notifying Party shall also supply to Notice Recipient as promptly as possible, and in any event within five (5) business days after Notifying Party first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the CRA Lots or Licensee Representatives use thereof.

Subject to the limits, limitations and provisions of Section 768.28, Florida Statutes, as may be amended, Licensee shall indemnify, defend, protect, and hold the SEOPW CRA, employees, agents, attorneys, shareholders, officers, directors, trustees, successors and assigns (collectively, the SEOPW CRA together with all of such persons and entities are hereinafter referred to as the "Indemnified Parties"), free and harmless from and against any and all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses or expenses (including, without limitation, attorneys' fees and costs through litigation and all appeals) or death of or injury to any person or damage to any CRA Lots whatsoever, arising from or caused in whole or in part, directly or indirectly by (a) any contamination resulting from any act or omission of Licensee or Licensee's Representatives (b) Licensee's failure to comply with any Hazardous Materials Laws with respect to the CRA Lots, or (c) a breach of any covenant, warranty or representation of Licensee under this Paragraph. Licensee's obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repair, cleanup or detoxification or decontamination of the CRA Lots, and the preparation and implementation of any closure, remedial action or other required plans in connection therewith. For purposes of the indemnity provisions hereof, any acts or omissions of Licensee, or Licensee's Representatives (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to Licensee. The foregoing indemnity shall survive the termination of this Agreement.

Nothing in this Agreement, including, but not limited to, the provisions of Paragraph 6 entitled "Violations, Liens, and Security Interests," or this Paragraph 13 entitled "Hazardous Materials," shall require the Licensee to indemnify the Indemnitees from and against any loss, cost, claim, liability, damage, or expense (including reasonable attorneys' fees) relating to or arising out of: (i) the Indemnitees, its employees', or agents' sole negligence in the performance of this Agreement; and (ii) the Indemnitees', its employees', or agents' breach of any provision of this Agreement. Nothing contained herein shall obligate the Licensee to indemnify or in any way be liable to pay to any person or entity any amount which exceeds the amount(s) for which the Licensee could be held liable under the provisions of Section 768.28, Florida Statutes, as may be amended, and nothing herein shall be read as a waiver of the sovereign immunity beyond that provided in Section 768.28, Florida Statutes, nor will anything herein be read as increasing the liability of the Licensee to any person or entity beyond the limits of liability for which the Licensee could be held liable under Section 768.28, Florida Statutes. This revision reflects the fact that political subdivisions (like the Licensee) are prohibited by the state constitution from waiving sovereign immunity and is an attempt to harmonize the language of indemnity with state law.

17. LICENSES, AUTHORIZATIONS, AND PERMITS. Licensee shall obtain, or cause to be obtained, and maintain in full force and effect throughout the term of this Agreement, at its sole expense, all licenses, authorizations and permits that are necessary for Licensee to

conduct the Permitted Use on the CRA Lots. The Licensee shall be responsible for paying the cost of said applications and obtaining said licenses, authorizations and permits.

18. COMPLIANCE WITH ALL LAWS APPLICABLE. Licensee accepts this Agreement and hereby acknowledges that Licensee's strict compliance with all applicable federal, state and local laws, ordinances and regulations is a condition of this Agreement, and Licensee shall comply therewith as the same presently exist and as they may be amended hereafter. This Agreement shall be construed and enforced according to the laws of the State of Florida.

19. SURRENDER OF PROPERTY. In the event of termination of this Agreement Licensee shall peacefully surrender the Property in good condition and repair, pursuant to Paragraph 5. Upon surrender, Licensee shall promptly remove any equipment, property, and furnishings from the Property and Licensee shall repair any damage to the Property caused thereby. Should Licensee fail to repair any damage caused to the Property within thirty (40) days after receipt of written notice from SEOPW CRA directing the required repairs, SEOPW CRA shall cause the Property to be repaired at the sole cost and expense of Licensee. Licensee shall pay SEOPW CRA the full cost of such repairs within thirty (30) days of receipt of an invoice indicating the cost of such required repairs, together with interest thereon, at the maximum rate allowed by Florida law until repaid. In the event Licensee fails to remove Licensee's equipment, property, and furnishings from the Property within the time limit set by the notice, said property shall be deemed abandoned and thereupon shall become the sole personal property of the SEOPW CRA. The SEOPW CRA, at its sole discretion and without liability, may remove and/or dispose of same as SEOPW CRA sees fit, all at Licensee's sole cost and expense.

20. SEVERABILITY. It is the express intent of the parties that this Agreement constitutes a revocable license and not a lease. To further this intent, the parties agree as follows: (i) if any provision of this Agreement, or the application thereof to any circumstance, suggest that a lease, rather than a license, has been created, then such provision shall be interpreted in the light most favorable to the creation of a license; and (ii) if any provision of this Agreement, or the application thereof to any circumstance, is determined by a court of competent jurisdiction to have created a lease rather than a license, then such provision shall be stricken and, to the fullest extent possible, the remaining provisions of this Agreement shall not be affected thereby and shall continue to operate and remain in full force and effect. With regard to those provisions which do not affect the parties intent for this Agreement, should any provision, section, 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, such provision, section, 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 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.

21. NONDELEGABILITY. Licensee cannot assign, sell, convey, pledge, encumber, dispose, or transfer its privilege and use granted unto it by this Agreement in whole or in part. Any

assignment, sale, disposition, or transfer of this Agreement or any interest therein by Licensee shall result in the automatic termination of this Agreement without notice by the SEOPW CRA.

22. PUBLIC RECORDS; MAINTENANCE OF RECORDS. This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. The parties understand the broad nature of these laws and agree to comply with Florida's Public Records Laws, and laws relating to records retention.

23. CONFLICT OF INTEREST. Licensee is aware of the conflict-of-interest laws of the City of Miami (Miami City Code Chapter 2, Article V), Miami-Dade County, Florida (Dade County Code, Section 2-11.1 et. seq.) and of the State of Florida as set forth in the Florida Statutes and agrees that it will fully comply in all respects with the terms of said laws and any future amendments thereto. Licensee covenants that no person or entity under its employ, presently exercising any functions or responsibilities in connection with this Agreement, has any personal financial interests, direct or indirect, with the SEOPW CRA. Licensee further covenants that, in the performance of this Agreement, no person or entity having such conflicting interest shall be utilized in respect to services provided hereunder. Any such conflict of interest(s) on the part of Licensee, its employees or associated persons, or entities must be disclosed in writing to the SEOPW CRA.

24. WAIVER OF JURY TRIAL. The parties hereby knowingly, irrevocable, voluntarily and intentionally waive any right either may have to a trial by jury in respect of any action, proceeding or counterclaim based on this Agreement, or arising out of, under or in connection with this Agreement or any amendment or modification of this Agreement, or any other agreement executed by and between the parties in connection with this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party hereto. This waiver of jury trial provision is a material inducement for the SEOPW CRA and Licensee entering into the subject transaction.

25. WAIVER. Any waiver by either party or any breach by either party of any one or more of the covenants, conditions or provisions of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement, nor shall any failure on the part of the SEOPW CRA to require or exact full and complete compliance by Licensee with any of the covenants, conditions or provisions of this Agreement be construed as in any manner changing the terms hereof to prevent the SEOPW CRA from enforcing in full the provisions hereto, nor shall the terms of this Agreement be changed or altered in any manner whatsoever other than by written agreement of the SEOPW CRA and Licensee.

26. FURTHER ACTS. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by the parties, the parties each agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all

such further acts, deeds and assurances as may be necessary to consummate the transactions contemplated hereby.

27. THIRD PARTY BENEFICIARY. This Agreement is solely for the benefit of the parties hereto and no third party shall be entitled to claim or enforce any rights hereunder.

28. HEADINGS. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

29. AUTHORITY. Each of the parties hereto acknowledges it is duly authorized to enter into this Agreement and that the signatories below are duly authorized to execute this Agreement in their respective behalf.

30. ENTIRE AGREEMENT. This instrument constitutes the sole and only agreement of the parties hereto relating to the License, and correctly set forth the rights, duties, and obligations of the parties. There are no collateral or oral agreements or understandings between the SEOPW CRA and the Licensee relating to the Agreement. Any promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement shall not be modified in any manner except by an instrument in writing executed by the parties. The masculine (or neuter) pronoun and the singular number shall include the masculine, feminine and neuter genders and the singular and plural number. The word "including" followed by any specific item(s) is deemed to refer to examples rather than to be words of limitation. This Agreement is the result of negotiations between the parties and has been typed/printed by one party for the convenience of both parties, and the parties covenant that this Agreement shall not be construed in favor of or against either of the parties.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized as of the day and year above written.

**“LICENSEE”**  
BDI Construction Company,  
a Florida For-Profit Corporation

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

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

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

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

Title: Corporate Secretary

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

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

(NOTARY SEAL)

NOTARY PUBLIC – STATE OF FLORIDA

Print Name:

Commission No.:

Commission Expires:

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

ATTEST:

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

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

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

APPROVED AS TO INSURANCE  
REQUIREMENTS:

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

**EXHIBIT "A"****CRA LOT****LEGAL DESCRIPTION**

Lots 6, 7, 8 and 9, Block 12, except the North 50 feet of Lots 6 and 7, of AMENDED MAP OF ERICKSONS'S ADDITION TO THE CITY OF MIAMI, according to the Plat thereof, as recorded in Plat Book B at Page 88, of the Public Records of Miami-Dade County, Florida.

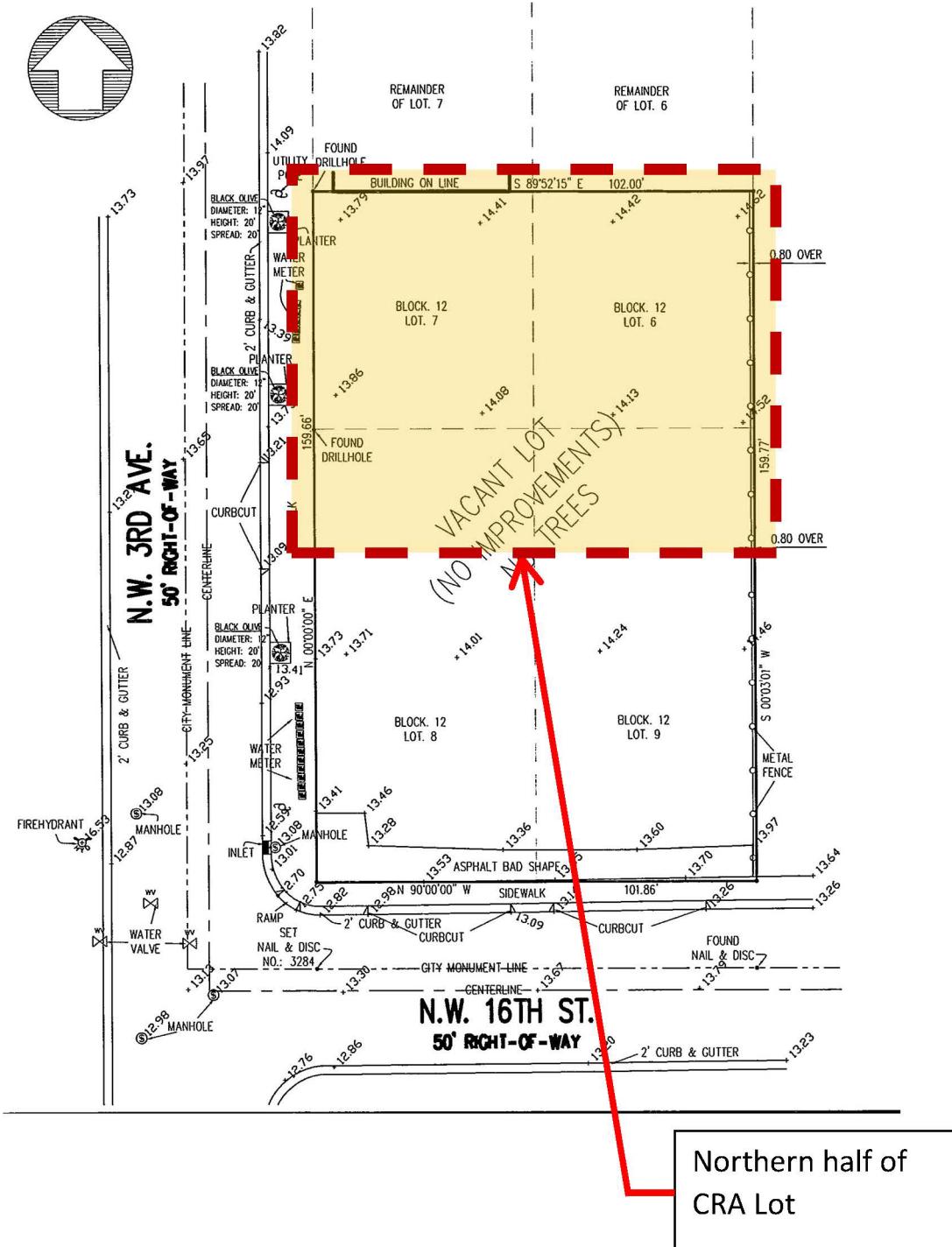
Folio No. 01-3136-021-1700

Address: 1611 N.W. 3rd Avenue, Miami, Florida 33136

DRAFT

## EXHIBIT "B"

## PROPERTY



**EXHIBIT "C"**  
**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 & SEOPW CRA listed as additional insured  
 Contingent & Contractual Liability  
 Premises and Operations Liability  
 Primary Insurance Clause Endorsement

City of Miami  
 Building Department  
 444 S.W. 2<sup>nd</sup> Avenue  
 Miami, FL 33130-0000

Southeast Overtown Park West Community Redevelopment Agency  
 819 N.W. 2<sup>nd</sup> Avenue, 3rd Floor  
 Miami, FL 33136-0000

**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 & SEOPW CRA 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

\$100,000 for bodily injury caused by an accident, each accident  
\$100,000 for bodily injury caused by disease, each employee  
\$500,000 for bodily injury caused by disease, policy limit

**IV. Professional Liability/Errors and Omissions Coverage**

Combined Single Limit  
Each Claim  
General Aggregate Limit  
Retro Date Included

\$1,000,000  
\$1,000,000

**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.**

SEOPW Board of Commissioners Meeting  
December 14, 2023SOUTHEAST OVERTOWN/PARK WEST  
COMMUNITY REDEVELOPMENT AGENCY  
**INTER-OFFICE MEMORANDUM**

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To: Board Chair Christine King and Date: December 7, 2023 File: 15221  
Members of the CRA Board

Subject: 1982 N.W. 4th Court; Civil Division  
Case number 2023-085229-CC-05.From: James McQueen  
Executive Director

Enclosures: File # 15221 - Exhibit A

**BACKGROUND:**

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”), authorizing the Executive Director to execute the Stipulation for Settlement Agreement (“Agreement”), attached and incorporated herein (Exhibit “A”) between the SEOPW CRA (“Plaintiff”) and Karen Cartwright (“Defendant”), Civil Division Case number 2023-085229-CC-05 (“Purpose”). The Parties desires to settle their differences without, further litigation and to enter into this agreement freely and voluntarily. The Executive Director request authority to execute any and all agreements and any other documents necessary, all-in forms acceptable to the General Counsel for the Purpose stated herein.

**JUSTIFICATION:**

Regain access to 1982 N.W. 4<sup>th</sup> Court, Miami, FL 33136, property.

**FUNDING:**

No fiscal Impact.

**FACT SHEET:**

**Name:** Karen Cartwright

**Property Address:** 1982 N.W. 4<sup>th</sup> Court, Miami, FL 33136

**Summary:** Execute the Stipulation for Settlement Agreement between the SEOPW CRA (“Plaintiff”) and Karen Cartwright (“Defendant”), Civil Division Case number 2023-085229-CC-05.

**AGENDA ITEM**  
**FINANCIAL INFORMATION FORM**

**SEOPW CRA**

**CRA Board Meeting Date:** December 14, 2023

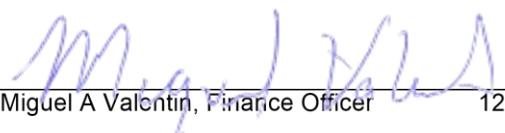
**CRA Section:**

Approved by:



James McQueen, Executive Director 12/7/2023

Approval:



Miguel A Valentin, Finance Officer 12/7/2023



# Southeast Overtown/Park West Community Redevelopment Agency

**File Type: CRA Resolution**

**Enactment Number:**

**File Number: 15221**

**Final Action Date:**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA"), WITH ATTACHMENTS AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE SETTLEMENT AGREEMENT ("AGREEMENT"), ATTACHED AND INCORPORATED HEREIN (EXHIBIT "A") BETWEEN THE SEOPW CRA ("PLAINTIFF") AND KAREN CARTWRIGHT ("DEFENDANT"), CIVIL DIVISION CASE NUMBER 2023-085229-CC-05 ("PURPOSE"); FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE ANY OTHER DOCUMENTS NECESSARY, ALL IN FORMS ACCEPTABLE TO THE GENERAL COUNSEL; 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 2018 Southeast Overtown/Park West Redevelopment Plan Update (the "Plan"); and

WHEREAS, the SEOPW CRA files suite to Evict Karen Cartwright ("Defendant"), Civil Division Case number 2023-085229-CC-05; and

WHEREAS, the Executive Director desires to execute the Settlement Agreement ("Agreement") between the SEOPW CRA ("Plaintiff") and the Defendant, Civil Division Case number 2023-085229-CC-05 ("Purpose"); and

WHEREAS, the Parties desires to settle their differences without, further litigation and to enter into this agreement freely and voluntarily; and

WHEREAS, the Executive Director requests authority to execute the settlement agreement and any other documents necessary, all in forms acceptable to the General Counsel, for the Purpose stated herein;

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 authorized to execute the agreement, including any and all other necessary documents, and all-in forms acceptable to the General Counsel, for said Purpose.

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:

 Vincen T. Brown, Staff Counsel

12/7/2023

## Exhibit "A"

IN THE COUNTY COURT FOR THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT

CASE NO.: 2023-085229CC-05  
CIVIL DIVISION

Plaintiff,

vs.

CAREN CARTWRIGHT,  
Defendant(s),

/

**AGREED ORDER ADOPTING SETTLEMENT AND ON DEFAULT FINAL  
JUDGMENT OF REMOVAL**

(Docket #2 and #13)

This CAUSE came before the Court on the agreement of the parties. The Court, having reviewed the file, and being advised of the parties' agreement, and otherwise being duly advised in the premises, hereby

ORDERS and ADJUDGES the following:

1. The Default Final Judgment of Removal is hereby granted. *See* Docket Entry # 13.
2. The Court adopts the settlement terms agreed upon by the parties herein. The court reserves jurisdiction to enforce this order.
3. The writ of possession authorized by the Court's final judgment of removal (Docket Entry # 13) shall neither be issued nor executed until after December 31, 2023, at 11:59 p.m.
4. The Writ of Possession shall be self-executing, and no further order of this Court is necessary for the writ of possession to be issued and executed carried out by the sheriff after December 31, 2023.
5. Defendant shall leave the unit and return possession of the unit to Plaintiff voluntarily on or before December 31, 2023. If the Defendant vacates the unit voluntarily on or before December 31, 2023, the parties shall submit a subsequent agreed order which shall vacate the final judgment and dismiss the eviction action.
6. No rent shall be due and owing through December 2023.

Dated: August 22, 2023

Plaintiff:

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SOUTHEAST OVERTOWN/PARK WEST  
COMMUNITY REDEVELOPMENT

Defendant:

---

Karen Cartwright

SEOPW Board of Commissioners Meeting  
December 14, 2023

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

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To: Board Chair Christine King and Date: November 8, 2023 File: 15049  
Members of the CRA Board



From: James McQueen Date: November 8, 2023 File: 15049  
Executive Director Subject: 4/5ths Bid Waiver to FAMERSA,  
LLC for rehabilitation of 212 N.W.  
11th Street.

Enclosures: File # 15049 - Bid Waiver Memo  
2023-11-16  
File # 15049 - Notice To The Public 2023-11-  
16  
File # 15049 - Exhibit A 2023-11-16  
File # 15049 - Exhibit A  
File # 15049 - Backup  
File # 15049 - Notice to the Public

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**BACKGROUND:**

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”), with attachment(s) 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 via recommendation and written finding attached and incorporated as Exhibit “A”, authorizing the allocation of funding in an amount not to exceed Two Hundred Eighty-Nine Thousand Five Hundred Sixty-Six Dollars and Fifty Eight Cents (\$289,566.00) (“Funds”), to support FAMERSA, LLC, a Florida limited liability company (“FAMERSA”). FAMERSA has requested Funds from the SEOPW CRA for the rehabilitation of 212 N.W. 11<sup>th</sup> Street, Miami, FL 33136 (the “Property”).

The Property is a vacant 2-story mixed use building with commercial/retail space on the ground level and 2 apartment units on the second floor. The building, built in 1958, is in need of rehabilitation improvements. The owners of the building are requesting support towards the rehabilitation of the currently vacant ground floor commercial spaces, including storefront improvements, residential units improvements, and site improvements, including grease trap installation for a future food-service business. Owners have agreed to restrict the rents of improved apartment units to affordable levels at a rate and term amenable to the SEOPW CRA, and the installation of the grease trap, site improvements, and new storefront will allow for the commercial space to be utilized by new businesses. The project also includes the addition of a mural art installation at the South façade of the building by a prominent local artist to feature Louis Armstrong, a world-renowned musician who frequented Overtown in the 1950’s.

## **JUSTIFICATION:**

Section 2, Goals 4 and 6, of the SEOPW CRA 2018 Redevelopment Plan Update (“Plan”) lists the “creating infill housing, diversity in housing types, and retaining affordable housing” as a stated redevelopment goal.

Florida Statutes, Section 163.335(6) of the Community Redevelopment Act found and declared that there exists “... a severe shortage of housing affordable to residents of low or moderate income, including the elderly ... [and] such condition[s] affect the health, safety and welfare of the residents ... and retards their growth and economic and social development .... ”.

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

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

Section 2, Goal 4 of the Plan lists “create jobs within the community” 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.

Section 2, Principle 4, of the Plan provides that “[t]here must be variety in employment opportunities” as a stated redevelopment principle.

## **FUNDING:**

\$289,566.00 allocated from Other Grants and Aids Account No. 10050.920101.883000.

## **FACT SHEET:**

**Company name:** FAMSERSA, LLC.

**Address:** 212 N.W. 11<sup>th</sup> Street, Miami, FL 33136

**Funding request:** \$289,566.00

**Scope of work or services (Summary):** Exterior and interior improvements of mixed-use building to include storefront windows and commercial space improvements, affordable residential units improvements, and exterior improvements including installation of new grease trap and artistic wall mural.

**AGENDA ITEM  
FINANCIAL INFORMATION FORM**

**SEOPW CRA**

**CRA Board Meeting Date:** December 14, 2023

**CRA Section:**

**Brief description of CRA Agenda Item:**

Authorizing the allocation of funds in an amount not to exceed \$289,566.00 to support FAMSERSA,LLC, for the rehabilitation of 212 NW 11<sup>th</sup> Street, Miami, FL 33136.

Project Number (if applicable):		
YES, there are sufficient funds in Line Item:		
Account Code: <u>10050.920101.883000.0000.00000</u> Amount: <u>\$289,566.00</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 11/8/2023

Approval:

  
Miguel A. Valentin, Finance Officer 11/8/2023



## Southeast Overtown/Park West Community Redevelopment Agency

**File Type: CRA Resolution**

**Enactment Number:**

**File Number: 15049**

**Final Action Date:**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA"), WITH ATTACHMENT(S) AND INCORPORATED HEREIN, BY A FOUR-FIFTHS (4/5THS) AFFIRMATIVE VOTE, AFTER AN ADVERTISED PUBLIC HEARING, RATIFYING, APPROVING AND CONFIRMING THE EXECUTIVE DIRECTOR'S RECOMMENDATION AND FINDING THAT COMPETITIVE NEGOTIATION METHODS AND PROCEDURES ARE NOT PRACTICABLE OR ADVANTAGEOUS PURSUANT TO SECTIONS 18-85 OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED, AS ADOPTED BY THE SEOPW CRA; WAIVING THE REQUIREMENTS FOR COMPETITIVE SEALED BIDDING AS NOT BEING PRACTICABLE OR ADVANTAGEOUS TO THE SEOPW CRA; AUTHORIZING THE EXECUTIVE DIRECTOR TO DISPERSE FUNDS, AT HIS DISCRETION, ON A REIMBURSEMENT BASIS OR DIRECTLY TO VENDORS, UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION, SUBJECT TO THE AVAILABILITY OF FUNDING, FROM THE "GRANTS AND AIDS" ACCOUNT, ACCOUNT NO. 10050.920101.883000, IN AN AMOUNT TO NOT EXCEED TWO HUNDRED EIGHTY-NINE THOUSAND FIVE HUNDRED SIXTY-SIX DOLLARS AND ZERO CENTS (\$289,566.00) ("FUNDS"), TO FAMSERSA, LLC., A FLORIDA LIMITED LIABILITY COMPANY ("FAMSERSA"), FOR THE REHABILITATION OF 212 N.W. 11TH STREET ("PROPERTY"); FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AN AGREEMENT, INCLUDING ANY AND ALL DOCUMENTS NECESSARY, ALL IN FORMS ACCEPTABLE TO THE GENERAL COUNSEL; FOR THE ALLOCATION OF THE FUNDS FOR THE PURPOSE STATED HEREIN; SUBJECT TO THE AVAILABILITY OF FUNDING; PROVIDING FOR INCORPORATION OF RECITALS AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Section 2, Goals 4 and 6, of the Plan lists "creating infill housing, diversity in housing types, and retaining affordable housing" as a stated redevelopment goal; and

WHEREAS, Florida Statutes, Section 163.335(6) of the Community Redevelopment Act found and declared that there exists "... a severe shortage of housing affordable to residents of low or moderate income, including the elderly ... [and] such condition[s] affect the health, safety and welfare of the residents ... and retards their growth and economic and social development .... "; and

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

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

WHEREAS, Section 2, Goal 4 of the Plan lists "create jobs within the community" as a stated redevelopment goal; 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 4, of the Plan provides that "[t]here must be variety in employment opportunities" as a stated redevelopment principle; and

WHEREAS, FAMERSA, LLC., ("FAMERSA") owns the Property and has requested assistance from the SEOPW CRA for the rehabilitation of the Property; and

WHEREAS, pursuant to Section 18-85(a) of the Code of the City of Miami, Florida, as adopted by the SEOPW CRA, as amended ("City Code"), the Executive Director has recommended waiving the requirements for competitive sealed bidding methods, via recommendation and written finding attached and incorporated as Exhibit "A," with reasons supporting the same as not being practicable or advantageous to the SEOPW CRA; 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 FAMERSA for provision of grant funds in an amount not to exceed Two Hundred Eighty-Nine Thousand Five Hundred Sixty-Six Dollars And Zero Cents (\$289,566.00) ("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 (4/5<sup>th</sup>) 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<sup>1</sup> 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. Grants and Aids" Account No. 10050.920101.883000., for the project at the Property.

Section 4. The Executive Director is authorized<sup>1</sup> 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.

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

Vincen T. Brown, Staff Counsel

11/8/2023

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<sup>1</sup> 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 Charter and Code provisions, as adopted by the SEOPW CRA.

**Exhibit "A"**

SEOPW Board of Commissioners Meeting  
December 14, 2023

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

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

**Date:** December 14, 2023

**File:**

**Subject:** Request to waive competitive sealed bidding methods pursuant to City Code 18-85(a) to FAMERSA, LLC for the rehabilitation of 212 N.W. 11<sup>th</sup> ST, Miami, FL 33136.

**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 via recommendation and written finding attached and incorporated as Exhibit "A", authorizing the allocation of funding in an amount not to exceed Two Hundred Eighty-Nine Thousand Five Hundred Sixty-Six Dollars and Fifty Eight Cents (\$289,566.00) ("Funds"), to support FAMERSA, LLC, a Florida limited liability company ("FAMERSA"). FAMERSA has requested Funds from the SEOPW CRA for the rehabilitation of 212 N.W. 11<sup>th</sup> Street, Miami, FL 33136 (the "Property").

The Property is a vacant 2-story mixed use building with commercial/retail space on the ground level and 2 apartment units on the second floor. The building, built in 1958, is in need of rehabilitation improvements. The owners of the building are requesting support towards the rehabilitation of the currently vacant ground floor commercial spaces, including storefront improvements, residential units improvements, and site improvements, including grease trap installation for a future food-service business. Owners have agreed to restrict the rents of improved apartment units to affordable levels at a rate and term amenable to the SEOPW CRA, and the installation of the grease trap, site improvements, and new storefront will allow for the commercial space to be utilized by new businesses. The project also includes the addition of a mural art installation at the South façade of the building by a prominent local artist to feature Louis Armstrong, a world-renowned musician who frequented Overtown in the 1950's.

**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

FAMERSA LLC

212 NW 11 ST

Miami, FL, 33136

famsersa@gmail.com

10/13/2023

Southeast Overtown/Park West Community Redevelopment Agency

819 NW 2<sup>nd</sup> Avenue, 3<sup>rd</sup> Floor

Miami, FL 33136

I am writing to request funding support from the Southeast Overtown/Park West Community Redevelopment Agency for our property improvement plan. Our initiative outlines the intention to rejuvenate and enhance the aesthetics of the Overtown community. The creation of a visually striking façade adorned with wall art that pays homage to Miami Overtown's storied history amongst other benefits to the local community, aligns perfectly with your agency's mission.

Enclosed is our detailed funding request proposal outlining the project plan, budget, and anticipated request for **\$289,566.58** we believe this collaboration will significantly enhance the community and contribute to the goals of the Southeast Overtown/Park West Community Redevelopment Agency.

Thank you for considering our proposal. We look forward to the opportunity to discuss this project further and explore the potential partnership.

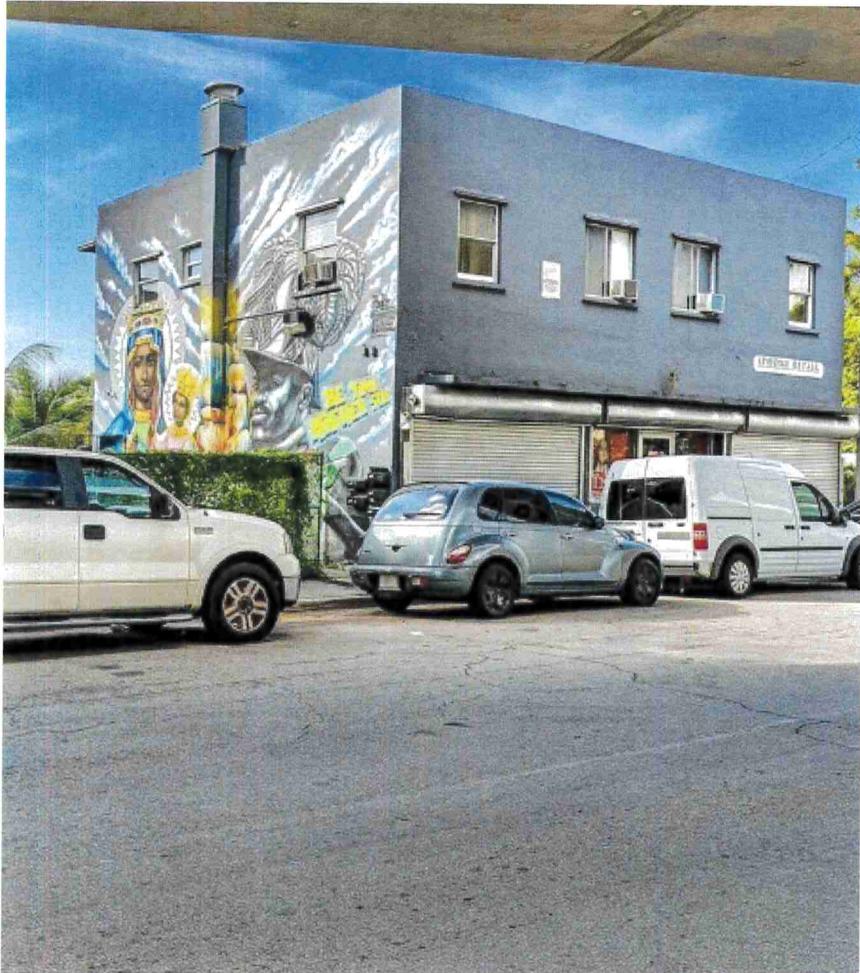
Sincerely,

Juan Serna

FAMERSA LLC

famsersa@gmail.com

(786) 222-6537



# PROPERTY IMPROVEMENT PLAN

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212 NW 11 ST MIAMI FL 33136



## 01 Executive Summary

This proposal outlines our intention to rejuvenate and enhance the aesthetics of the Overtown Plan (OVPlan) through a request for assistance from the Community Redevelopment Agency (CRA) to secure funding for the revitalization of a mixed-use property strategically situated in a pivotal location within Overtown. The property comprises three distinct commercial units and two residential apartments, forming a vital part of the community fabric.

Our objective with this remodeling endeavor is to augment both the intrinsic value and visual allure of the property. This will be achieved by implementing a comprehensive set of upgrades, which include the installation of impact windows and doors, renovation of storefronts, modernization of the air conditioning system, addition of a charming backyard deck, establishment of multiple kiosk structures crafted from repurposed shipping containers, and the creation of a visually striking façade adorned with wall art that pays homage to Miami Overtown's storied history and rich African American heritage.



An important aspect of our approach is to ensure the accessibility of the revitalized property to a diverse range of occupants. By incorporating affordable rental options for the residential apartment units, we aim to foster a sense of inclusivity and enable a broader demographic to engage with the vibrant Overtown community.

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Overtown holds a key role in Miami's forthcoming phase of growth, standing as a crucial nexus neighboring Brickell and Little Havana. This proposal is intricately aligned with advancing these transformative endeavors.

In partnership with the CRA, we are confident that this initiative will contribute not only to the property's transformation but also to the broader revitalization of Overtown itself. Through a harmonious fusion of historical homage, functional enhancements, and community-driven affordability, we endeavor to create a truly dynamic and enduring asset that stands as a testament to Overtown's resilience and vibrancy.

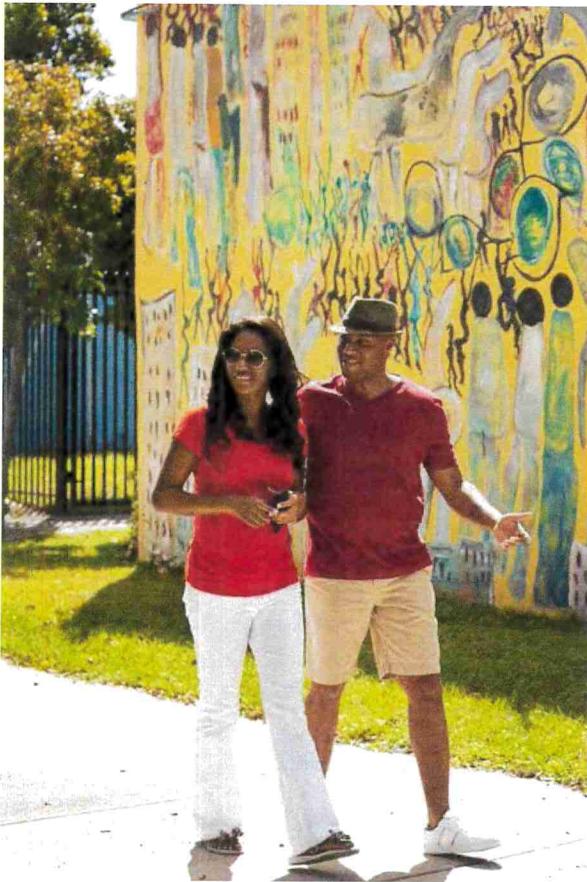
## 02 Business Overview



The property's location is strategically positioned in a high-demand area that boasts a robust history of foot traffic. Its unique mixed-use concept presents a versatile opportunity, enabling the generation of multiple benefits for both commercial and residential users. Additionally, the slated renovations are poised to deliver not only an enticing draw for prospective tenants but also a significant uptick in the neighborhood's overall appearance.

The intersection of NW 2nd Ave and 11th Street holds a pivotal position, offering the potential to significantly contribute to the beautification and revitalization of the Overtown community. As you approach from the east, you traverse past iconic Miami venues and landmarks, setting a high standard for the atmosphere and ambiance of the street, including renowned Parkwest and Downtown Miami. This presents a unique opportunity for the Overtown community to not only stand out amongst these esteemed neighbors but also to seamlessly complement the vibrant tapestry of the entire city.

Furthermore, when approaching from the south, you encounter popular destinations like Red Rooster and The Urban, which have garnered widespread acclaim and patronage, not only from Overtown residents but also from visitors worldwide. This intersection, therefore, represents a remarkable prospect for this corner to evolve into a focal point of pride and significance for the Overtown community, aligning itself with the thriving cultural and culinary scene that has made this area an increasingly prominent destination.



The southeast-facing wall represents an exciting canvas for an impactful mural, serving as a visual celebration of Overtown's rich African American culture and its storied history as one of Miami's most culturally significant neighborhoods. Such a mural can vividly depict the community's heritage and contributions, becoming a symbol of pride and recognition.

While the proposed remodeling is poised to enhance the businesses occupying the ground floor, it's important to note our commitment to Overtown's residents. Our plan includes dedicating the two apartment units on the upper floor to affordable housing options for local families. Despite being just two units, we view this as a crucial step in addressing the pressing issues of rising inflation and the soaring cost of living faced by Overtown's residents. It underscores our dedication to supporting and strengthening the local community, ensuring that affordable housing remains accessible to those who call Overtown home.



Proposed site image  
SIDE/PATIO



Proposed site image  
FRONT



07

# 03 Funding Request

The funds required for this project constitute a substantial investment that is currently beyond our means. However, we believe that with the support and partnership of the Community Redevelopment Agency (CRA), we can continue to drive the positive transformation of Overtown. Our project has undergone meticulous scrutiny to ensure that it remains firmly within a practical and responsible budget. It is essential to emphasize that we are dedicated to delivering a final project that upholds the highest standards of quality and integrity, without compromising on excellence. This collaboration with the CRA not only makes our vision feasible but also contributes to the ongoing enhancement of Overtown, creating a source of pride for the entire community.

ITEM	COST	APPENDIX
Architectural plans and design	\$8,000.00	Exhibit 1
Site work and remodeling (plumbing, mechanical and finishes)	\$103,133.00	Exhibit 2
Impact windows, doors and storefronts	\$48,684.98	Exhibit 3
Grease Trap	\$40,000.00	T.B.D
Landscape	\$7,000.00	Exhibit 2
Kiosk containers	\$62,748.60	Exhibit 4
Louis Armstrong mural art	\$20,000.00	Exhibit 5
<b>TOTAL</b>	<b>\$289,566.58</b>	

# 04 Risk Analysis

There are several potential risks associated with this project that warrant consideration. These include:

- 01 **City Permits and Plan Approval:** Obtaining the necessary permits and approvals from the city can be a complex and time-consuming process. Delays in this regard can impact project timelines and budgets.
- 02 **Supply Constraints and Manufacturing Delays:** The availability of materials and potential delays in the manufacturing of custom items like windows and doors can disrupt the project schedule and lead to increased costs.
- 03 **Budget Management:** Ensuring that the project stays within budget is crucial. Unforeseen expenses or inaccurate cost estimations can strain financial resources.



However, it's important to note that we are proactively addressing these potential risks. We have taken steps to prepare for contingencies and remain adaptable in the face of difficulties. Additionally, we have assembled a highly experienced team of professionals with a proven track record in handling similar projects. Their expertise will play a key role in risk mitigation, problem-solving, and ensuring the successful execution of the project. While challenges may arise, our commitment to thorough preparation and the strength of our team will help us navigate and overcome these potential obstacles.

## 05 Remodeling Plans



**Impact Windows, Doors and Storefronts:** The installation of impact-resistant windows, doors, and storefronts will enhance the property's safety and curb appeal, reduce insurance costs, and improve energy efficiency. The idea for the property is to stand out and showcase the potential Overtown has to attract residents and tourists.

**Air Conditioning System:** The mechanical upgrades will consist of central air conditioning units downstairs and split units upstairs. Upgrading the air conditioning system will ensure a comfortable environment for both commercial and residential occupants, thereby enhancing tenant satisfaction.

**Residential Apartments:** The idea behind the residential units is to offer affordable housing options to the community. However, affordability does not mean compromising on tenant enjoyment. After updating the kitchen, bathroom, installing impact windows, and incorporating split air conditioning units for each room, the units will provide both comfort and style for the tenants who choose to make this place their home.

**Backyard Area:** The addition of a stylish backyard deck will create an inviting outdoor space for tenants to relax and socialize, thereby further enhancing the property's appeal. The concept for this space is to provide a comfortable gathering place that can be enjoyed by tenants, customers, and local residents alike.

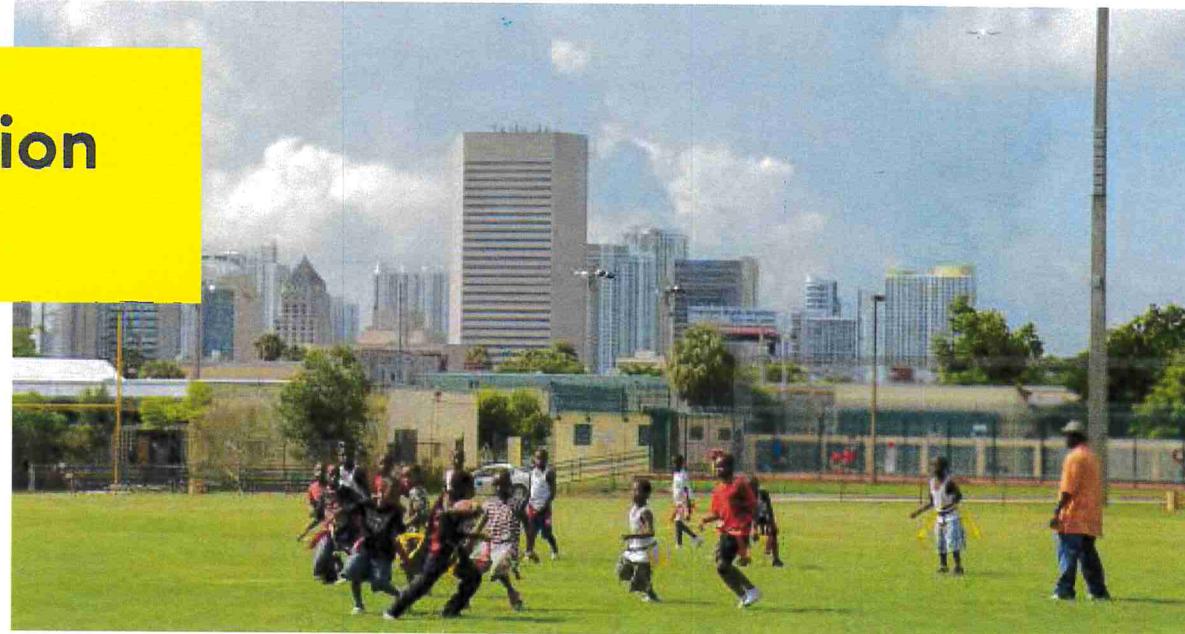




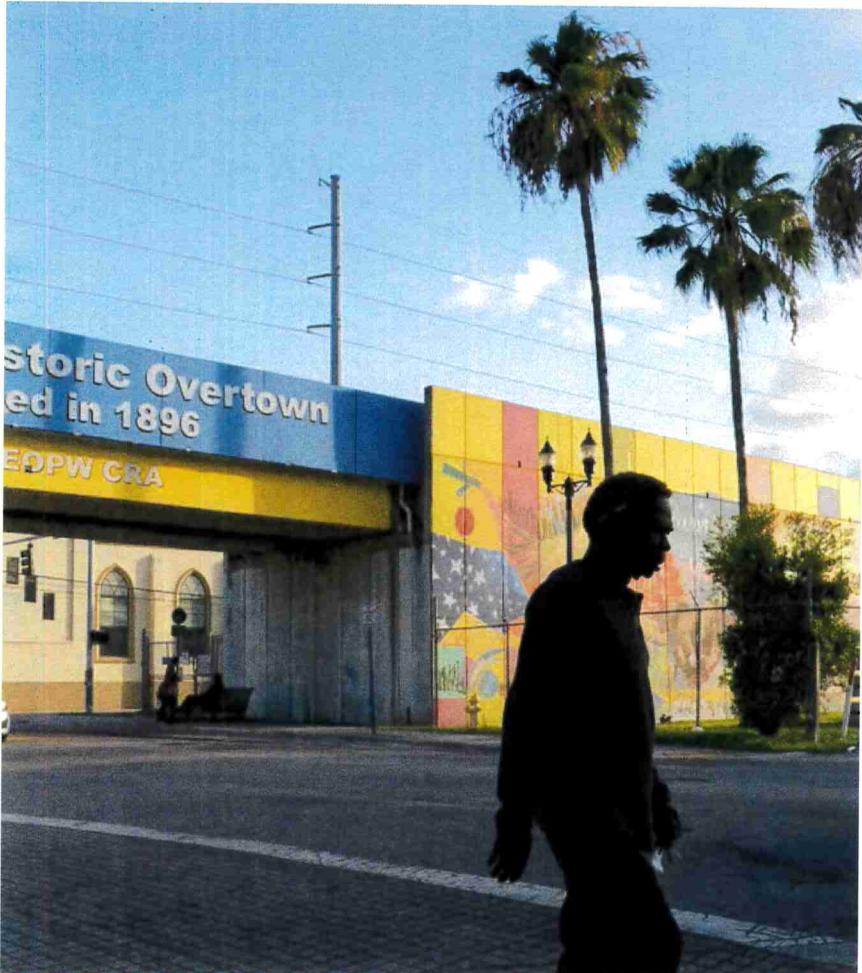
**Façade and Wall Art:** The idea is to collaborate with local artists to create captivating murals and artwork inspired by Miami Overtown's history and African American heritage, particularly its connection to jazz culture. This initiative will infuse cultural significance into the project and contribute to the overall revitalization of the neighborhood. The chosen icon for this endeavor is **Louis Armstrong**, a world-renowned musician who frequented Overtown in the 1950s.

**Shipping Containers Kiosk:** Establish two distinct shipping container kiosks that can be leased to vendors or operated by the landlord, creating an additional revenue stream and attracting more foot traffic. This will maximize the property's exposure and truly enhance the unique experience in Overtown.

## 06 Implementation Timeline



We have meticulously planned a phased approach to the project, spanning **10/01/2023** to **12/15/2023**. Each phase is designed to ensure the seamless execution of remodeling tasks, art installation, kiosk establishment, and community engagement efforts.



## 07 Conclusion

We believe that the redevelopment of this property aligns perfectly with the CRA's mission to promote community revitalization and economic growth. Through strategic collaboration and a holistic vision, we are confident that this endeavor will significantly contribute to Overtown's continued evolution as a thriving, culturally rich, and inclusive neighborhood.

We welcome the opportunity to discuss this proposal in greater detail and explore how our partnership can bring about lasting positive change to Overtown. Together, we can realize a shared vision of a revitalized community that benefits residents, entrepreneurs, and visitors alike.

Sincerely,

**Juan Serna**

# EXHIBIT 1



## EFREN A. IZQUIERDO

### ARCHITECTURE

Mr. Juan Diego Serna  
211 NW. 11th St.  
Miami, FL 33136

August 28, 2023

RE: Proposal of Architectural Services for the legalization and renovation of a first floor commercial space.

We are pleased to submit for your consideration, as per our conversation, this proposal for Architectural Services for the above-mentioned project. The following Scope of Work, Scope of Services and Compensation have been based on your explanation of the project and plans furnished by you.

#### I. SCOPE OF WORK

The Scope of Work consists of:  
Provide construction drawings for the first floor commercial space improvements such as removing illegal interior demising partitions, replacement of storefront fenestration and rest room redesign to comply with accessibility requirements.

#### II. SCOPE OF SERVICES

The Scope of Services consists of Contract Documents for construction and to obtain a Building Permit. The Contract Document Package includes the following documents and services:

- Signed and sealed Construction Documents for Permit and Construction.
- Plumbing for new accessible bathroom.
- Lighting redesign.
- Life safety plan.
- Meetings and coordination with Client.
- Meetings and coordination with the Local Building and Zoning Departments having jurisdiction on the project.

#### III. COMPENSATION

Compensation for the previously described services shall be as follows:

A. Design and Construction Documents

**Lump Sum amount of EIGHT thousand dollars-----\$8,000.00**

Draw schedule:

Retainer. ----- \$3,320.00

Upon delivery of Construction Documents. ----- \$4,680.00

#### IV. TIMEFRAME

Permit plans will be completed 10 working days after execution of contract and receipt of retainer.



# EFREN A. IZQUIERDO

## IV. ADDITIONAL SERVICES OF ARCHITECT

The following services are not included in the Scope of Services

- Any Work beyond the areas previously described.
- Preparing documents for alternate bids requested by OWNER
- Providing detailed evidence of construction cost.
- Providing detailed specifications beyond those normally provided in the Working Drawings.
- Revising previously approved drawings, specifications, or other documents to accomplish changes not initiated by the ARCHITECT including Building Code changes after the plans are submitted for permit.
- Preparing as-built drawings based on information reported by the General Contractor.

Additional Services shall be billed on an hourly basis at the following rates:

- Principal Time \$170.00/Hr.
- Technical Time \$95.00/Hr.
- Clerical Time \$65.00/Hr.
- Site visits \$150.00/Hr.

## V. REIMBURSABLE EXPENSES

- Reimbursable expenses are in addition to Fees for Basic and Additional Services and include actual expenditures made by the ARCHITECT in the interest of the project that includes, but is not limited to any of the following:
- Reproduction of drawings.
- Messenger and delivery service.
- Permit Fees.

## VI. SERVICES NOT INCLUDED

- Structural Certification.
- Permitting Process

We are very proud of our track record on projects of this nature and welcome your review of this proposal.

Based on our past work, our qualifications and professional experience, we believe that our firm is well suited for this assignment.

Again, thank you for the opportunity to submit this proposal to you, and we look forward to working with you again in the future. If you have any questions or comments, please, do not hesitate to call our office at (305) 992-2828

Your signature below denotes acceptance of this proposal.

8/28/23

Efren A. Izquierdo.

Date

Date

# EXHIBIT 2



CGC1527193

On target Construction & Engineering
4700 NW 72 AVE
Miami FL 33166
DATE 8/24/2023
Estimator: W. Delgado
Estimate # W080928251520

212 NW 11 ST MIAMI FL 33136 - COMMERCIAL AND RESIDENTIAL COMPLEX

JUAN DIEGO SERNA -

DIV	DESCRIPTION	COST	
1	GENERAL REQUIREMENTS	\$ 7,800	
2	SITE WORK DEMOLITION	\$ 7,400	
3	PLUMBING	\$ 4,400	
4	FINISHES	\$ 65,200	
5	MECHANICAL	\$ 11,400	
6	LANDSCAPING	\$ 7,000	
7	GC FEE	\$ 6,933	
	<b>TOTAL CONSTRUCTION</b>	<b>\$ 110,133</b>	
1	<b>GENERAL REQUIREMENTS</b>		
	Permit Expediting	Master permit and permit processing	\$ 1,500.00
	General Site Labor	Site labor	\$ 1,000.00
	Trash disposal	Remove and Dispose all trash/debris (2 trucks included )	\$ 1,500.00
	Protection	Hallways and site protection	\$ 500.00
	Equipment	Boom lift 2 weeks rental	\$ 2,500.00
	Final cleaning	Detail Cleaning at project completion	\$ 800.00
	<b>TOTAL</b>	<b>\$ 7,800.00</b>	
2	<b>SITE WORK</b>		
	<b>DEMOLITION</b>		
	Remove existing tile floor inside in retails 1-2-3	\$ 2,000.00	
	Remove wall to make open space as per new code proposal	\$ 1,600.00	
	Remove all wall paper and cabinets stands along the walls of all commercials	\$ 1,200.00	
	Remove and Install new chain link Fence gray panel on the left side of the property	\$ 2,600.00	
	<b>TOTAL</b>	<b>\$ 7,400.00</b>	
3	<b>Bathroom renovation retail 1</b>		
	<b>Plumbing Permit and permit processing</b>		
	Bathroom renovation, Durock and Tile instalaton, toilet instalation, vanity instalation, walls and ceiling plastering and painting	\$ 1,000.00	
	Remove existing bathroom	\$ 2,800.00	
	Framing if needed not included	\$ 600.00	
	<b>TOTAL</b>	<b>\$ 4,400.00</b>	
4	<b>FINISHES</b>		
	<b>COMMERCIAL RETAILS UNITS / DRYWALL AND FRAMING</b>		
	Plaster and Finish level 3 all walls in retails 1-2-3	\$ 7,000.00	
	Remove popcorn ceiling, plaster and finish all ceiling level 3 in retails 1-2-3 ( scaffold included )	\$ 3,100.00	
	Material and delivery	\$ 1,050.00	
	<b>RESIDENTIAL UNITS - DRYWALL AND FRAMING</b>		
	Plaster and Finish level 3 all walls in residential units 1 and 2	\$ 5,500.00	
	Remove popcorn ceiling, plaster and finish all ceiling level 3 in residence units 1 and 2	\$ 2,000.00	
	<b>RESIDENTIAL UNITS / KITCHEN</b>		
	Provide and install new Kitchen for residential units 1 and 2	\$ 8,500.00	
	<b>TOTAL</b>	<b>\$ 27,150.00</b>	
	<b>COMMERCIAL AND RESIDENTIAL UNITS</b>		
	Painting all walls and ceiling inside retails 1-2-3 ( two coats and primer one coat )	\$ 3,500.00	
	Painting all walls and ceiling inside residential units 1 and 2	\$ 2,800.00	
	Material and delivery ( Allowance )	\$ 950.00	
	<b>Note: Painting supplier to work with is sherwin-williams</b>		
	<b>TOTAL</b>	<b>\$ 7,250.00</b>	

<b>CONCRETE</b>	
Concrete polish floor ( Allowance )	\$ 5,600.00
Stucco - Complete Building (Exterior only) Material and scaffold included	\$ 18,000.00
Concrete in all perimeter inside the building 680 sqft aprox 5-6 feet wide - Material and equipment included	\$ 7,200.00
(Preparation of site included) 2 crews with 3-4 workers included per activity	
<b>TOTAL</b>	<b>\$ 30,800.00</b>
<b>5</b>	<b>MECHANICAL - COMMERCIAL AND RESIDENTIAL UNITS</b>
Mechanical Permit and permit processing	\$ 1,000.00
Provide and install brand new Carrier A/C unit 5 tons ( Allowance )	\$ 7,200.00
Provide and install bran new split units in residential units 1 and 2	\$ 3,200.00
<b>TOTAL</b>	<b>\$ 11,400.00</b>
<b>6</b>	<b>LANDSCAPING - COMMERCIAL BUILDING EXTERIOR</b>
Removing of existing grass and adding textured sand in the new area where the new grass will be installed	
Prune all existing trees to obtain a safe structure for the trees.	
Installation of empire zoysia grass	
Provide 8 yards of stone	
Provide sufficient water to easily adapt the soil	
Garbage produced by the service wil be removed in its entirety	
<b>TOTAL</b>	<b>\$ 7,000.00</b>

**NOTES**

- 1 This pricing is based on Walk Thru space to be renovated with the client
- 2 Floor soundproofing NIC.
- 3 Upon receipt of final approved, permitted Construction Documents, pricing may require adjustments.
- 4 Pricing assumes existing construction and conditions are in compliance with all current applicable construction codes unless otherwise noted in above pricing.
- 5 Asbestos / hazardous materials survey / abatement is not included.
- 6 Environmental / governmental / water / sewer impact fees are not included.
- 7 All telephone, computer, security and television, audio / visual equipment / wiring removal, relocation and installation by other.
- 8 It is assumed that all materials and equipment can be delivered on site and no additional hoisting equipment is required.
- 9 All existing Mechanical, Electrical, Plumbing and Fire suppression systems are assumed to be in good working order and code worthy. Refurbishment or repair if required is not included. Any additional tests or balanced required are not included.
- 10 The base cost proposal does NOT include special ventilation requirements such as removing exterior glass and installing, rerouting fresh air / return ductwork, etc..
- 11 This cost proposal is based on the quantities and scope of work shown. Changes in the quantities / scope of work may result in the unit costs changing.
- 12 Payment method to be determ by GC and Client
- 13 This cost proposal is valid for 15 days from the date of the proposal.
- 14 It is assumed that all samples, submittals, shop drawings etc.. will be reviewed by the Engineer and/or the owner with a timeframe that coincides with the project schedule at no charge On target Construction. It is also assumed that CAD files and / or PDF files will be provided to On target Construction as needed at no additional charge.
- 15 Change Orders will be billed at a cost of the work which includes additional General Conditions related to the changes in the scope of work and a 15% fee.
- 16 Change Orders resulting in a reduction in the scope of work / contract amount will be credited back at the cost of the work as credited back to On target
- 17 All applicable sales taxes are included

**QUALIFICATIONS**

1. Schedule to commence work within 1 week after contract signed and initial payment received
2. Locksmith for coding keys price is not included.
3. This estimate is based on a 6 weeks project execution.
4. Estimate is based on current floor plan lay out.
5. Unforeseen conditions may impact the cost of this estimate.
6. Costs of City permits are not included in this proposal.

**CLIENT/ CONTRACTOR AGREEMENT**

Client

General Contractor

ALUMINEX

AUGUST 07, 2023

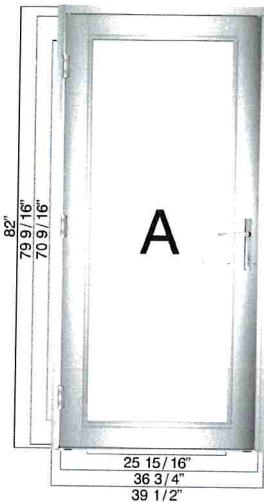
PROPOSAL NUMBER  
490916  
PROPOSAL NAME  
JUAN SERNA - Commercial  
EXTERNAL PURCHASE ORDER ID

# EXHIBIT 3

## QUOTE ITEMS

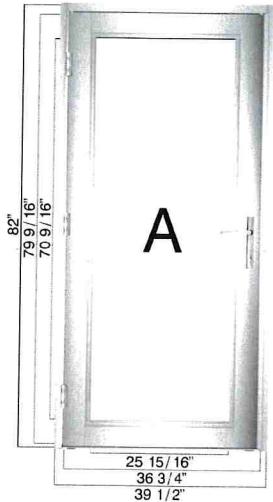
LINE NUM	LINE NAME	ASSEMBLY SYSTEM	ASSEMBLY	UNIT PRICE	TOTAL QUANTITY	TOTAL PRICE
1	STOREFRONT	ES-8000 - STOREFRONT	1 LITE	\$7,311.60	3	\$21,934.80
		<p>SIZE: 145" X 101"  <b>AREA:</b> 101.70 FT<sup>2</sup>  <b>FINISH:</b> AAMA 2604 BRONZE  <b>GLASS:</b> 1/4" GRAY HS + 0.09 PVB  <b>PANELS:</b> 3  <b>DOOR PANEL:</b> 2  <b>DOOR GLASS:</b> 1/4" GRAY HS + 0.09 PVB  <b>CLOSER:</b> YES  <b>MUNTIN:</b> NO  <b>MUNTINS:</b> NO  <b>OPENING:</b> RIGHT OPENING (XR)  <b>REVERSE:</b> YES  <b>LOCATION:</b> LEFT  <b>JAMB TYPE:</b> REGULAR (NO ANCHORED)  <b>SILL TYPE:</b> SADDLE THRESHOLD (ES9015)(ALTERNATIVE ADA)  <b>FRAME TYPE:</b> CLOSED HEAD/SILL  <b>SHIM SPACE:</b> 3/8" SHIM SPACE  <b>ANCHOR TYPE:</b> TYPE A 1/4 DIA ULTRACON  <b>BOTTOM RAIL:</b> STANDARD BOTTOM RAIL  <b>EQUAL PANELS:</b> YES  <b>CUSTOM PANELS:</b> NO  <b>REINFORCEMENT:</b> J1/M1  <b>LOCK:</b> PANIC STANDARD  <b>MECHANISM:</b> QUOTED PAINT FINISH  <b>COLOR:</b>  <b>THRESHOLD:</b>  <b>PROTECTIVE FILM:</b> BOTH  <b>DIAMETER:</b>  <b>CLUSTER:</b> 1/4  <b>QUANTITY:</b>  <b>CLUSTER:</b> 6  <b>DECORATIVE MUNTIN:</b> NO  <b>NUMBER OF ANCHORS:</b> 2 ANCHORS AT EACH SIDE OF JAMB AND MULLION  <b>PRE-GLAZED?</b> YES </p>	<b>FBC CERTIFICATION</b> INTERNAL PSF EXTERNAL PSF 25.10 25.10 <b>CODE</b> 22-1227.03	<b>NFRC CERTIFICATION</b> U FACTOR SHGC VT 1.05 0.47 0.36		

2 REAR DOOR - STORE C ES-EL300 - SWING DOOR SINGLE LEAF \$1,653.64 1 \$1,653.64



<b>SIZE</b>	39 1/2" X 82"	<b>FBC CERTIFICATION</b>	
<b>AREA</b>	22.49 FT <sup>2</sup>	INTERNAL PSF	EXTERNAL PSF
<b>FINISH</b>	AAMA 2604 BRONZE	80.00	80.00
<b>GLASS</b>	1/4" CLEAR HS + 0.09 PVB CLEAR + 1/8" GRAY HS	<b>CODE</b>	FL22551
<b>MUNTINS</b>	NO	<b>NOA CERTIFICATION</b>	
<b>OPENING</b>	HINGE LEFT (XL)	INTERNAL PSF	EXTERNAL PSF
<b>ASTRAGAL</b>	YES	80.00	80.00
<b>LOCATION</b>	SINGLE	<b>CODE</b>	22-0328.03
<b>LOCK TYPE</b>	RANDOM		
<b>SILL TYPE</b>	STANDARD		
<b>FRAME TYPE</b>	ES-EL300		
<b>HINGE TYPE</b>	HINGE		
<b>SILL COLOR</b>	CLEAR ANOD		
<b>BOTTOM TYPE</b>	STANDARD		
<b>CUSTOM PANELS</b>	NO		
<b>LOCK MECHANISM</b>	THREE POINT LOCK ARIA HANDLE STANDARD COLOR		
<b>PROTECTIVE FILM</b>	NO		
<b>GLASS COVER TYPE</b>	STANDARD		
<b>DECORATIVE MUNTIN</b>	NO		
<b>PRE-GLAZED?</b>	YES		

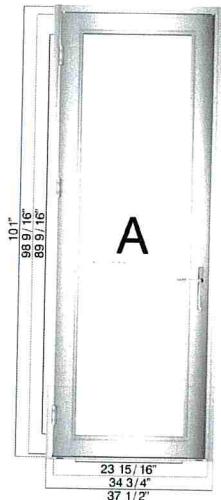
3 REAR DOOR - STORE B ES-EL300 - SWING DOOR SINGLE LEAF \$1,653.64 1 \$1,653.64



<b>SIZE</b>	39 1/2" X 82"	<b>FBC CERTIFICATION</b>	
<b>AREA</b>	22.49 FT <sup>2</sup>	INTERNAL PSF	EXTERNAL PSF
<b>FINISH</b>	AAMA 2604 BRONZE	80.00	80.00
<b>GLASS</b>	1/4" CLEAR HS + 0.09 PVB CLEAR + 1/8" GRAY HS	<b>CODE</b>	FL22551
<b>MUNTINS</b>	NO	<b>NOA CERTIFICATION</b>	
<b>OPENING</b>	HINGE LEFT (XL)	INTERNAL PSF	EXTERNAL PSF
<b>ASTRAGAL</b>	YES	80.00	80.00
<b>LOCATION</b>	SINGLE	<b>CODE</b>	22-0328.03
<b>LOCK TYPE</b>	RANDOM		
<b>SILL TYPE</b>	STANDARD		
<b>FRAME TYPE</b>	ES-EL300		
<b>HINGE TYPE</b>	HINGE		
<b>SILL COLOR</b>	CLEAR ANOD		
<b>BOTTOM TYPE</b>	STANDARD		
<b>CUSTOM PANELS</b>	NO		
<b>LOCK MECHANISM</b>	THREE POINT LOCK ARIA HANDLE STANDARD COLOR		
<b>PROTECTIVE FILM</b>	NO		
<b>GLASS COVER TYPE</b>	STANDARD		
<b>DECORATIVE MUNTIN</b>	NO		
<b>PRE-GLAZED?</b>	YES		

4 REAR DOOR - STORE A

ES-EL300 - SWING DOOR SINGLE LEAF \$1,846.17 1 \$1,846.17

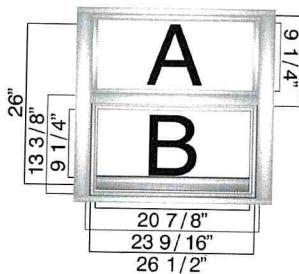


<b>SIZE</b>	37 1/2" X 101"	<b>FBC CERTIFICATION</b>	
<b>AREA</b>	26.30 FT <sup>2</sup>	INTERNAL PSF	EXTERNAL PSF
<b>FINISH</b>	AAMA 2604 BRONZE	80.00	80.00
<b>GLASS</b>	1/4" CLEAR HS + 0.09 PVB CLEAR + 1/8" GRAY HS	<b>CODE</b>	FL22551
<b>MUNTINS</b>	<b>NOA CERTIFICATION</b>		
<b>OPENING</b>	HINGE LEFT (XL)	INTERNAL PSF	EXTERNAL PSF
<b>ASTRAGAL</b>	YES	80.00	80.00
<b>LOCATION</b>	SINGLE	<b>CODE</b>	22-0328.03
<b>LOCK TYPE</b>	RANDOM		
<b>SILL TYPE</b>	STANDARD		
<b>FRAME TYPE</b>	ES-EL300		
<b>HINGE TYPE</b>	HINGE		
<b>SILL COLOR</b>	CLEAR ANOD		
<b>BOTTOM TYPE</b>	STANDARD		
<b>CUSTOM PANELS</b>	NO		
<b>LOCK MECHANISM</b>	THREE POINT LOCK ARIA HANDLE STANDARD COLOR		
<b>PROTECTIVE FILM</b>	NO		
<b>GLASS COVER TYPE</b>	STANDARD		
<b>DECORATIVE MUNTIN</b>	NO		
<b>PRE-GLAZED?</b>	YES		

5 BATHROOM - STORE C

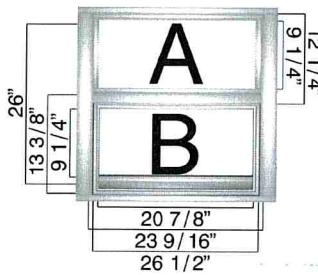
ES-EL100 - SINGLE HUNG OX \$283.54

1 \$283.54



<b>SIZE</b>	26 1/2" X 26"	<b>FBC CERTIFICATION</b>	
<b>AREA</b>	4.78 FT <sup>2</sup>	INTERNAL PSF	EXTERNAL PSF
<b>FINISH</b>	AAMA 2604 BRONZE	80.00	60.00
<b>GLASS</b>	1/8" GRAY HS + 0.09 PVB TRANSLUCENT WHITE + 1/8" CLEAR HS	<b>CODE</b>	FL22250.1
<b>SCREEN</b>	<b>NOA CERTIFICATION</b>		
<b>MUNTINS</b>	YES	INTERNAL PSF	EXTERNAL PSF
<b>SILL TYPE</b>	NO	80.00	60.00
<b>FRAME TYPE</b>	STANDARD	<b>CODE</b>	21-0526.02
<b>PANEL TYPE</b>	FLANGE		
<b>LIMIT DEVICE</b>	EQUAL		
<b>MEETING RAIL</b>	NO		
<b>PROTECTIVE FILM</b>	STANDARD		
<b>LOCKING MECHANISM</b>	(3032A)		
<b>PRE-GLAZED?</b>	YES		

6 BATHROOM - STORE B ES-EL100 - SINGLE OX \$283.54 1 \$283.54  
HUNG



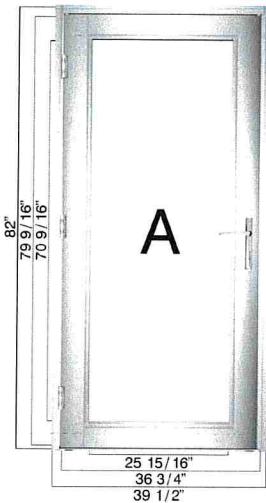
SIZE	26 1/2" X 26"
AREA	4.78 FT <sup>2</sup>
FINISH	AAMA 2604 BRONZE
GLASS	1/8" GRAY HS + 0.09 PVB TRANSLUCENT WHITE + 1/8" CLEAR HS
SCREEN	YES
MUNTINS	NO
SILL TYPE	STANDARD
FRAME TYPE	FLANGE
PANEL TYPE	EQUAL
LIMIT DEVICE	NO
MEETING RAIL	STANDARD
PROTECTIVE FILM	NO
LOCKING MECHANISM	SWEEP LOCK ELITE STANDARD (3032A)
PRE-GLAZED?	YES

<b>FBC CERTIFICATION</b>	
INTERNAL PSF	EXTERNAL PSF
80.00	60.00
CODE	FL22250.1

<b>NOA CERTIFICATION</b>	
INTERNAL PSF	EXTERNAL PSF
80.00	60.00
CODE	21-0526.02

<b>NFRC CERTIFICATION</b>		
U FACTOR	SHGC	VT
1.08	0.51	0.46

7 UNIT A ENTRY DOOR ES-EL300 - SWING DOOR SINGLE LEAF \$1,653.64 1 \$1,653.64



SIZE	39 1/2" X 82"
AREA	22.49 FT <sup>2</sup>
FINISH	AAMA 2604 BRONZE
GLASS	1/4" CLEAR HS + 0.09 PVB CLEAR + 1/8" GRAY HS
MUNTINS	NO
OPENING	HINGE LEFT (XL)
ASTRAGAL	YES
LOCATION	SINGLE
LOCK TYPE	RANDOM
SILL TYPE	STANDARD
FRAME TYPE	ES-EL300
HINGE TYPE	HINGE
SILL COLOR	CLEAR ANOD
BOTTOM TYPE	STANDARD
CUSTOM PANELS	NO
LOCK MECHANISM	THREE POINT LOCK ARIA HANDLE STANDARD COLOR
PROTECTIVE FILM	NO
GLASS COVER TYPE	STANDARD
DECORATIVE MUNTIN	NO
PRE-GLAZED?	YES

<b>FBC CERTIFICATION</b>	
INTERNAL PSF	EXTERNAL PSF
80.00	80.00
CODE	FL22551

<b>NOA CERTIFICATION</b>	
INTERNAL PSF	EXTERNAL PSF
80.00	80.00
CODE	22-0328.03

8 KITCHEN - UNIT A

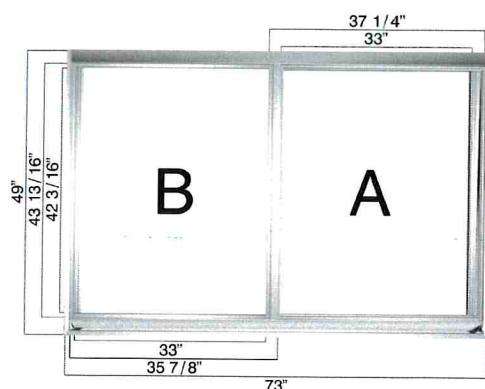
ES-2000 -  
HORIZONTAL  
ROLLER

OX

\$1,028.32

1

\$1,028.32



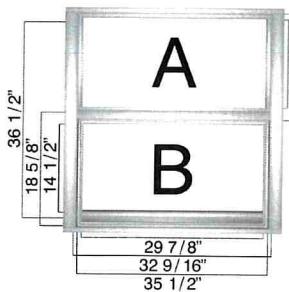
SIZE	73" X 49"	NOA CERTIFICATION		
AREA	24.84 FT <sup>2</sup>	INTERNAL PSF	EXTERNAL PSF	
FINISH	AAMA 2604 BRONZE	90.00	70.00	
GLASS	1/8" GRAY HS + 0.09 PVB CLEAR + 1/8" CLEAR HS			
SCREEN	NO	NFRC CERTIFICATION		
MUNTINS	NO	U FACTOR	SHGC	VT
SILL TYPE	STANDARD	1.06	0.50	0.45
FRAME TYPE	FLANGE			
PANEL TYPE	EQUAL			
MEETING RAIL	STANDARD			
PROTECTIVE FILM	BOTH			
LOCKING MECHANISM	VENT LATCH			
PRE-GLAZED?	YES			

9 KITCHEN - UNIT A

ES-EL100 - SINGLE OX \$455.58

1 \$455.58

HUNG



SIZE	35 1/2" X 36 1/2"	FBC CERTIFICATION		
AREA	9.00 FT <sup>2</sup>	INTERNAL PSF	EXTERNAL PSF	
FINISH	AAMA 2604 BRONZE	80.00	60.00	
GLASS	1/8" GRAY HS + 0.09 PVB CLEAR + 1/8" CLEAR HS			
SCREEN	YES	NOA CERTIFICATION		
MUNTINS	NO	INTERNAL PSF	EXTERNAL PSF	
SILL TYPE	STANDARD	80.00	60.00	
FRAME TYPE	FLANGE			
PANEL TYPE	EQUAL			
LIMIT DEVICE	NO			
MEETING RAIL	STANDARD	NFRC CERTIFICATION		
PROTECTIVE FILM	NO	U FACTOR	SHGC	VT
LOCKING MECHANISM	SWEEP LOCK ELITE STANDARD (3032A)	1.08	0.51	0.46
PRE-GLAZED?	YES			

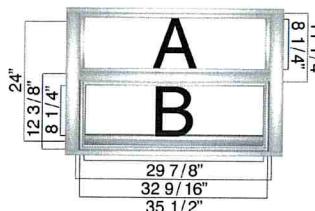
10 BATHROOM - UNIT A

ES-EL100 - SINGLE OX \$352.28

1

\$352.28

HUNG



SIZE	35 1/2" X 24"
AREA	5.92 FT <sup>2</sup>
FINISH	AAMA 2604 BRONZE
GLASS	1/8" GRAY HS + 0.09 PVB TRANSLUCENT WHITE + 1/8" CLEAR HS
SCREEN	YES
MUNTINS	NO
SILL TYPE	STANDARD
FRAME TYPE	FLANGE
PANEL TYPE	EQUAL
LIMIT DEVICE	NO
MEETING RAIL	STANDARD
PROTECTIVE FILM	NO
LOCKING MECHANISM	SWEEP LOCK ELITE STANDARD (3032A)
PRE-GLAZED?	YES

**FBC CERTIFICATION**

INTERNAL PSF	EXTERNAL PSF
80.00	60.00

**CODE** FL22250.1**NOA CERTIFICATION**

INTERNAL PSF	EXTERNAL PSF
80.00	60.00

**CODE** 21-0526.02**NFRC CERTIFICATION**

U FACTOR	SHGC	VT
1.08	0.51	0.46

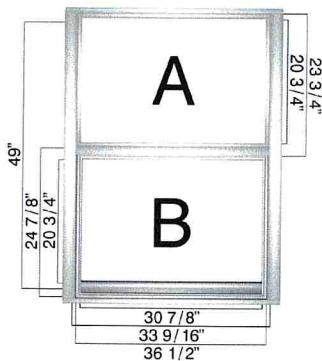
11 BEDROOM 1 UNIT A

ES-EL100 - SINGLE OX \$589.60

1

\$589.60

HUNG



SIZE	36 1/2" X 49"
AREA	12.42 FT <sup>2</sup>
FINISH	AAMA 2604 BRONZE
GLASS	1/8" GRAY HS + 0.09 PVB CLEAR + 1/8" CLEAR HS
SCREEN	YES
MUNTINS	NO
SILL TYPE	STANDARD
FRAME TYPE	FLANGE
PANEL TYPE	EQUAL
LIMIT DEVICE	NO
MEETING RAIL	STANDARD
PROTECTIVE FILM	NO
LOCKING MECHANISM	SWEEP LOCK ELITE STANDARD (3032A)
PRE-GLAZED?	YES

**FBC CERTIFICATION**

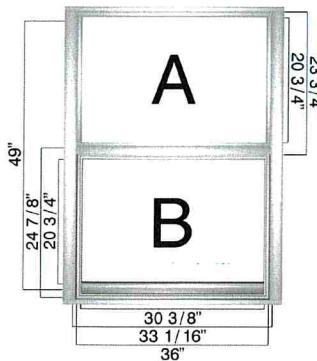
INTERNAL PSF	EXTERNAL PSF
80.00	60.00

**CODE** FL22250.1**NOA CERTIFICATION**

INTERNAL PSF	EXTERNAL PSF
80.00	60.00

**CODE** 21-0526.02**NFRC CERTIFICATION**

U FACTOR	SHGC	VT
1.08	0.51	0.46

12 BEDROOM 1 UNIT  
AES-EL100 - SINGLE OX \$581.01 1 \$581.01  
HUNG

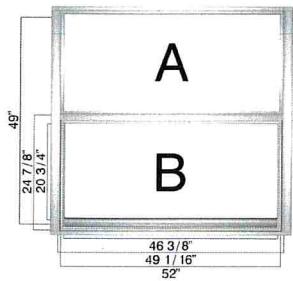
SIZE	36" X 49"
AREA	12.25 FT <sup>2</sup>
FINISH	AAMA 2604 BRONZE
GLASS	1/8" GRAY HS + 0.09 PVB CLEAR + 1/8" CLEAR HS
SCREEN	YES
MUNTINS	NO
SILL TYPE	STANDARD
FRAME TYPE	FLANGE
PANEL TYPE	EQUAL
LIMIT DEVICE	NO
MEETING RAIL	STANDARD
PROTECTIVE FILM	NO
LOCKING MECHANISM	SWEET LOCK ELITE STANDARD (3032A)
PRE-GLAZED?	YES

<b>FBC CERTIFICATION</b>	
INTERNAL PSF	EXTERNAL PSF
80.00	60.00
CODE	FL22250.1

<b>NOA CERTIFICATION</b>	
INTERNAL PSF	EXTERNAL PSF
80.00	60.00
CODE	21-0526.02

<b>NFRC CERTIFICATION</b>	
U FACTOR	SHGC
1.08	0.51

VT 0.46

13 BEDROOM 2 UNIT  
AES-EL100 - SINGLE OX \$813.16 1 \$813.16  
HUNG

SIZE	52" X 49"
AREA	17.69 FT <sup>2</sup>
FINISH	AAMA 2604 BRONZE
GLASS	1/8" GRAY HS + 0.09 PVB CLEAR + 1/8" CLEAR HS
SCREEN	YES
MUNTINS	NO
SILL TYPE	STANDARD
FRAME TYPE	FLANGE
PANEL TYPE	EQUAL
LIMIT DEVICE	NO
MEETING RAIL	STANDARD
PROTECTIVE FILM	NO
LOCKING MECHANISM	SWEET LOCK ELITE STANDARD (3032A)
PRE-GLAZED?	YES

<b>FBC CERTIFICATION</b>	
INTERNAL PSF	EXTERNAL PSF
80.00	60.00
CODE	FL22250.1

<b>NOA CERTIFICATION</b>	
INTERNAL PSF	EXTERNAL PSF
80.00	60.00
CODE	21-0526.02

<b>NFRC CERTIFICATION</b>	
U FACTOR	SHGC
1.08	0.51

VT 0.46

14 UNIT B ENTRY DOOR

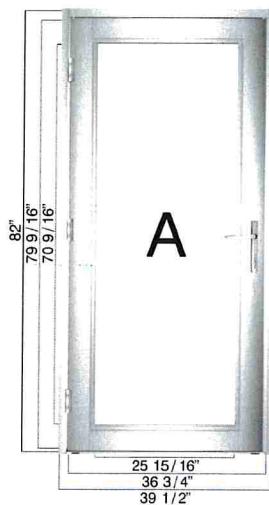
ES-EL300 - SWING DOOR

SINGLE LEAF

\$1,653.64

1

\$1,653.64



SIZE	39 1/2" X 82"
AREA	22.49 FT <sup>2</sup>
FINISH	AAMA 2604 BRONZE
GLASS	1/4" CLEAR HS + 0.09 PVB CLEAR + 1/8" GRAY HS
MUNTINS	NO
OPENING	HINGE LEFT (XL)
ASTRAGAL	YES
LOCATION	SINGLE
LOCK TYPE	RANDOM
SILL TYPE	STANDARD
FRAME TYPE	ES-EL300
HINGE TYPE	HINGE
SILL COLOR	CLEAR ANOD
BOTTOM TYPE	STANDARD
CUSTOM PANELS	NO
LOCK MECHANISM	THREE POINT LOCK ARIA HANDLE STANDARD COLOR
PROTECTIVE FILM	NO
GLASS COVER TYPE	STANDARD
DECORATIVE MUNTIN	NO
PRE-GLAZED?	YES

<b>FBC CERTIFICATION</b>	
INTERNAL PSF	EXTERNAL PSF
80.00	80.00
<b>CODE</b>	
FL22551	

<b>NOA CERTIFICATION</b>	
INTERNAL PSF	EXTERNAL PSF
80.00	80.00
<b>CODE</b>	
22-0328.03	

15 KITCHEN - UNIT B

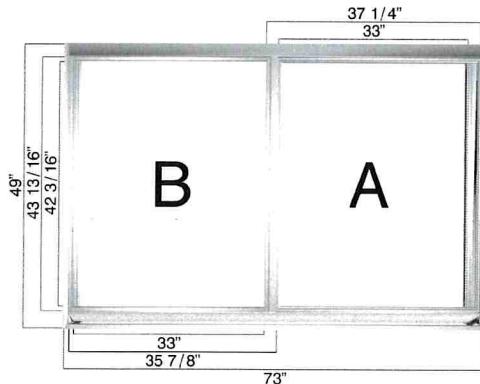
ES-2000 - HORIZONTAL ROLLER

OX

\$1,028.32

1

\$1,028.32



SIZE	73" X 49"
AREA	24.84 FT <sup>2</sup>
FINISH	AAMA 2604 BRONZE
GLASS	1/8" GRAY HS + 0.09 PVB CLEAR + 1/8" CLEAR HS
SCREEN	NO
MUNTINS	NO
SILL TYPE	STANDARD
FRAME TYPE	FLANGE
PANEL TYPE	EQUAL
MEETING RAIL	STANDARD
PROTECTIVE FILM	BOTH
LOCKING MECHANISM	VENT LATCH
PRE-GLAZED?	YES

16 KITCHEN - UNIT B

ES-EL100 - SINGLE

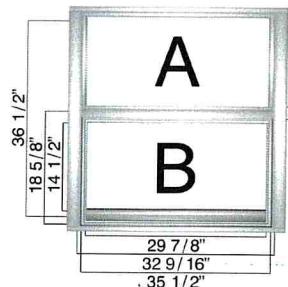
OX

\$455.58

1

\$455.58

HUNG



SIZE	35 1/2" X 36 1/2"	<b>FBC CERTIFICATION</b>		
AREA	9.00 FT <sup>2</sup>	INTERNAL PSF	EXTERNAL PSF	
FINISH	AAMA 2604 BRONZE	80.00	60.00	
GLASS	1/8" GRAY HS + 0.09 PVB CLEAR + 1/8" CLEAR HS			
SCREEN	YES	<b>NOA CERTIFICATION</b>		
MUNTINS	NO	INTERNAL PSF	EXTERNAL PSF	
SILL TYPE	STANDARD	80.00	60.00	
FRAME TYPE	FLANGE			
PANEL TYPE	EQUAL	CODE	21-0526.02	
LIMIT DEVICE	NO	<b>NFRC CERTIFICATION</b>		
MEETING RAIL	STANDARD	U FACTOR	SHGC	VT
PROTECTIVE FILM	NO	1.08	0.51	0.46
LOCKING MECHANISM	SWEET LOCK ELITE STANDARD (3032A)			
PRE-GLAZED?	YES			

17 BEDROOM 1 UNIT B

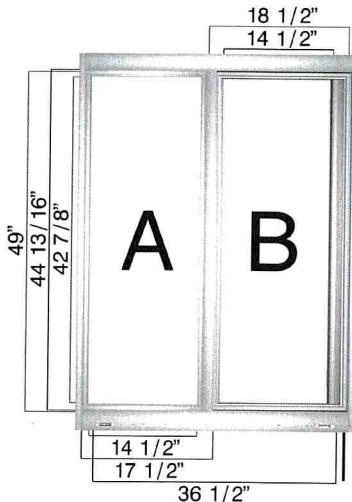
ES-EL200 -  
HORIZONTAL  
ROLLER

OX

\$630.13

1

\$630.13



SIZE	36 1/2" X 49"	<b>FBC CERTIFICATION</b>		
AREA	12.42 FT <sup>2</sup>	INTERNAL PSF	EXTERNAL PSF	
FINISH	AAMA 2604 BRONZE	65.00	65.00	
GLASS	1/8" GRAY HS + 0.09 PVB CLEAR + 1/8" CLEAR HS	CODE	FL 21557	
SCREEN	YES	<b>NOA CERTIFICATION</b>		
MUNTINS	NO	INTERNAL PSF	EXTERNAL PSF	
SILL TYPE	STANDARD	65.00	65.00	
FRAME TYPE	FLANGE			
OPENING 4"	NO	CODE	21-0608.03	
PANEL TYPE	EQUAL	<b>NFRC CERTIFICATION</b>		
MEETING RAIL	STANDARD	U FACTOR	SHGC	VT
PROTECTIVE FILM	NO	1.08	0.51	0.44
LOCKING MECHANISM	SWEET LOCK ELITE STANDARD (3032A)			
PRE-GLAZED?	YES			

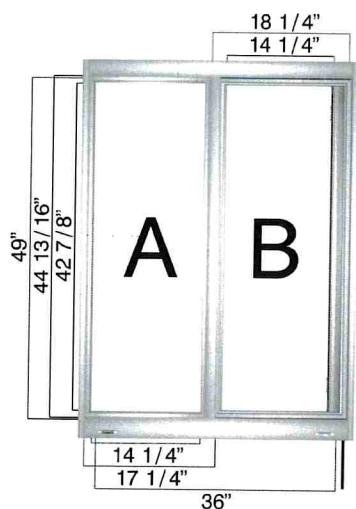
18 BEDROOM 1 UNIT  
BES-EL200 -  
HORIZONTAL  
ROLLER

OX

\$623.84

1

\$623.84



<b>SIZE</b>	36" X 49"	<b>FBC CERTIFICATION</b>		
<b>AREA</b>	12.25 FT <sup>2</sup>	INTERNAL PSF	EXTERNAL PSF	
<b>FINISH</b>	AAMA 2604 BRONZE	65.00	65.00	
<b>GLASS</b>	1/8" GRAY HS + 0.09 PVB CLEAR + 1/8" CLEAR HS	<b>CODE</b>	FL 21557	
<b>SCREEN</b>	YES	<b>NOA CERTIFICATION</b>		
<b>MUNTINS</b>	NO	INTERNAL PSF	EXTERNAL PSF	
<b>SILL TYPE</b>	STANDARD	65.00	65.00	
<b>FRAME TYPE</b>	FLANGE	<b>CODE</b>	21-0608.03	
<b>OPENING 4"</b>	NO	<b>NFRC CERTIFICATION</b>		
<b>PANEL TYPE</b>	EQUAL	U FACTOR	SHGC	VT
<b>MEETING RAIL</b>	STANDARD	1.08	0.51	0.44
<b>PROTECTIVE FILM</b>	NO			
<b>LOCKING MECHANISM</b>	SWEET LOCK ELITE STANDARD (3032A)			
<b>PRE-GLAZED?</b>	YES			

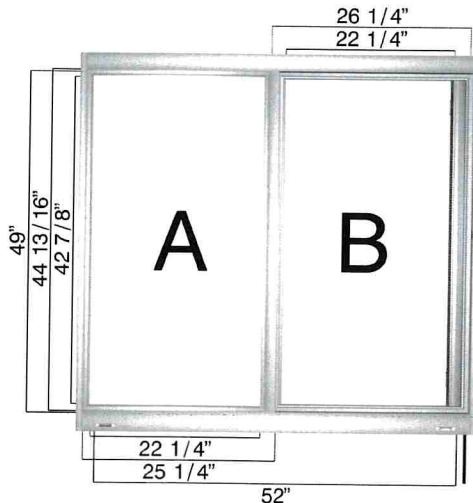
19 BEDROOM 2 UNIT  
BES-EL200 -  
HORIZONTAL  
ROLLER

OX

\$827.25

1

\$827.25



<b>SIZE</b>	52" X 49"	<b>FBC CERTIFICATION</b>		
<b>AREA</b>	17.69 FT <sup>2</sup>	INTERNAL PSF	EXTERNAL PSF	
<b>FINISH</b>	AAMA 2604 BRONZE	65.00	65.00	
<b>GLASS</b>	1/8" GRAY HS + 0.09 PVB CLEAR + 1/8" CLEAR HS	<b>CODE</b>	FL 21557	
<b>SCREEN</b>	YES	<b>NOA CERTIFICATION</b>		
<b>MUNTINS</b>	NO	INTERNAL PSF	EXTERNAL PSF	
<b>SILL TYPE</b>	STANDARD	65.00	65.00	
<b>FRAME TYPE</b>	FLANGE	<b>CODE</b>	21-0608.03	
<b>OPENING 4"</b>	NO	<b>NFRC CERTIFICATION</b>		
<b>PANEL TYPE</b>	EQUAL	U FACTOR	SHGC	VT
<b>MEETING RAIL</b>	STANDARD	1.08	0.51	0.44
<b>PROTECTIVE FILM</b>	NO			
<b>LOCKING MECHANISM</b>	SWEET LOCK ELITE STANDARD (3032A)			
<b>PRE-GLAZED?</b>	YES			

20 BATHROOM - UNIT B

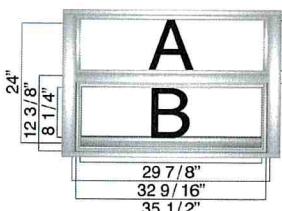
ES-EL100 - SINGLE OX

\$352.28

1

\$352.28

HUNG



SIZE	35 1/2" X 24"
AREA	5.92 FT <sup>2</sup>
FINISH	AAMA 2604 BRONZE
GLASS	1/8" GRAY HS + 0.09 PVB TRANSLUCENT WHITE + 1/8" CLEAR HS
SCREEN	YES
MUNTINS	NO
SILL TYPE	STANDARD
FRAME TYPE	FLANGE
PANEL TYPE	EQUAL
LIMIT DEVICE	NO
MEETING RAIL	STANDARD
PROTECTIVE FILM	NO
LOCKING MECHANISM	SWEEP LOCK ELITE STANDARD (3032A)
PRE-GLAZED?	YES

**FBC CERTIFICATION**

INTERNAL PSF	EXTERNAL PSF
80.00	60.00
CODE	FL22250.1

**NOA CERTIFICATION**

INTERNAL PSF	EXTERNAL PSF
80.00	60.00
CODE	21-0526.02

**NFRC CERTIFICATION**

U FACTOR	SHGC	VT
1.08	0.51	0.46

## PRODUCT TOTALS

PRODUCT TOTAL	\$38,699.98
TAX RATE	0.00%
TAX AMOUNT	\$0.00
TERMS AND SERVICES	
INSTALLATION PRICE	\$9,985.00
PERMIT PRICE	\$0.00
MISCELLANEOUS	\$0.00
TOTALS	
TOTAL	\$48,684.98

DOCUMENT GENERATED TUE 22 AUG 2023

5:28

# EXHIBIT 4

ARCA  
B U I L D

**ARCA BUILD CORP**  
4760 NW 17th Ave  
Miami, FL 33142 US  
Build@arcabuild.co  
www.arcabuild.co

## Estimate

### ADDRESS

Juan Diego Serna  
Miami FL  
33136

### SHIP TO

Juan Diego Serna  
Miami FL  
33136

**ESTIMATE #** 23-182

**DATE** 09/15/2023

DATE	ACTIVITY	DESCRIPTION	QTY	TOTAL	AMOUNT DUE
	<b>Fabrication</b>	Custom retrofitted shipping container Includes the following; - GRADE A-B Shipping container - Metal fabrication to create two door openings along the 20' side, custom metal security door - Painting the container as per clients choice of color - Air conditioning- wall mounted mini split unit 24,000 btu - Electrical 30 amp panel and electrical work with exposed conduit.	2	26,355.00	52,710.00T
	<b>Expenses</b>	TBD Plumbing budget per container	2	3,400.00	6,800.00T
		SUBTOTAL		59,510.00	
		TAX		3,238.60	
		<b>TOTAL</b>		<b>\$62,748.60</b>	

Accepted By

Accepted Date



@AblexCampos®

## EXHIBIT 5

Miami, FL 08/28/2023

Attention: Beltran Fermin  
Unit: Miami Historic Overtown  
Issue:  
Price

**Quantity:** 1

**Description:** Muralism Overtown  
(30 ft x 23 ft)

**Amount:** \$25,000  
-20% \$20,000

**Note:** The price does not include scaffolding or crane logistics.



## 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, November 16, 2023, at 10:00 a.m. or anytime thereafter in the City Commission chambers located at Miami City Hall, 3500 Pan American Drive, Miami, FL 33133. The Board will consider the allocation of funding to **FAMERSA, LLC, a Florida limited liability company (“FAMERSA”)**, to underwrite costs associated with the rehabilitation of 212 N.W. 11<sup>th</sup> Street., Miami, FL 33136 (the “Property”).

In accordance with the SEOPW CRA 2018 Redevelopment Plan Update (“Plan”) and Florida Statutes 163, the Board will consider the allocation of funding, in an amount not to exceed Two Hundred Eighty-Nine Thousand Five Hundred Sixty-Six Dollars and Zero Cents (\$289,566.00) (“Funds”), for the rehabilitation of commercial spaces, improvements for storefront, residential units, and site improvements, including grease trap installation for a future food-service business, artistic wall mural and owners have agreed to restrict the rents of improved apartment units to affordable levels at a rate and term amenable to the SEOPW CRA.

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, November 16, 2023, at 10:00 a.m. or anytime thereafter in the City Commission chambers located at Miami City Hall, 3500 Pan American Drive, Miami, FL 33133.

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

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in this proceeding may contact the Office of the City Clerk at (305) 250-5361 (Voice), not later than two (2) business days prior to the proceeding. TTY users may call 711 (Florida Relay Service), not later than two (2) business days prior to the proceeding.



Todd B. Hannon  
Clerk of the Board  
Ad No. 41122

SEOPW Board of Commissioners Meeting  
December 14, 2023

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

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To: Board Chair Christine King and Date: December 7, 2023 File: 15223  
Members of the CRA Board



From: James McQueen Subject: Revocable License Agreement with  
Executive Director Dunns-Josephine, Incorporated

Enclosures: File # 15223 - Exhibit A

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**BACKGROUND:**

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”), authorizing the Executive Director desires to enter into a Revocable License Agreement (“Agreement”), attached and incorporated herein as (Exhibit “A”), with the Dunns-Josephine, Incorporated, a Florida for-profit corporation (“Dunns-Josephine”), for the temporary use of a portion of the property, 316 N.W. 11th Street in Miami, Florida 33136 and 324 N.W. 11th Street, Miami, Florida 33136 (the “CRA Lots”), more particularly described in Exhibit “A”.

**JUSTIFICATION:**

WHEREAS, Section 2, Principle 6, at page 14 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 15 of the Plan also lists “restor[ing] a sense of comm unity and unify[ing] the area culturally” as a stated redevelopment principle; and

**FUNDING:**

None.

**FACT SHEET:**

**Company name:** Dunns-Josephine, Incorporated

**Temporary use of a portion of the property:** 316 N.W. 11th Street in Miami, Florida 33136 and 324 N.W. 11th Street, Miami, Florida 33136 (the “CRA Lots”)

**Summary:** Revocable License Agreement for the temporary use of a portion of the CRA Lots.

**AGENDA ITEM**  
**FINANCIAL INFORMATION FORM**

**SEOPW CRA**

**CRA Board Meeting Date:** December 14, 2023

**CRA Section:**

Approved by:



James McQueen, Executive Director

12/7/2023

Approval:



Miguel A Valentin, Finance Officer

12/7/2023



# Southeast Overtown/Park West Community Redevelopment Agency

**File Type: CRA Resolution**

**Enactment Number:**

**File Number: 15223**

**Final Action Date:**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA"), WITH ATTACHMENTS AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A REVOCABLE LICENSE AGREEMENT ("AGREEMENT"), ATTACHED AND INCORPORATED HEREIN AS (EXHIBIT "A"), BETWEEN THE SEOPW CRA AND THE DUNNS-JOSEPHINE, INCORPORATED, A FLORIDA FOR PROFIT CORPORATION ("DUNNS-JOSEPHINE"), FOR THE TEMPORARY USE OF A PORTION OF SEOPW CRA PROPERTY, 316 N.W. 11TH STREET AND 324 N.W. 11TH STREET, MIAMI, FLORIDA 33136 ( THE "CRA LOTS"), AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ("PURPOSE"); FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE ANY OTHER DOCUMENTS AND AGREEMENTS NECESSARY, ALL IN FORMS ACCEPTABLE TO THE GENERAL COUNSEL 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 2018 Southeast Overtown/Park West Redevelopment Plan Update (the "Plan"); and

WHEREAS, Section 2, Principle 6, at page 14 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 15 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 Board of Commissioners finds that authorizing this Resolution would further the SEOPW CRA redevelopment goals and objectives; and

WHEREAS, the Executive Director desires authority to enter into the Revocable License Agreement ("Agreement"), attached and incorporated herein as (Exhibit "A"), with the Dunns-Josephine, Incorporated, a Florida for-profit corporation ("Dunns-Josephine"), for the temporary use of a portion of the property, 316 N.W. 11<sup>th</sup> Street, and 324 N.W. 11<sup>th</sup> Street, Miami, Florida 33136 (the "CRA Lots"), more particularly described in Exhibit "A"; and

WHEREAS, the Executive Director further desires authority to negotiate and execute any other documents and agreements, subject to review and approval by the General Counsel and Director of Risk Management, without further approval of the Board of Commissioners;

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 hereby authorized to enter into a Revocable License Agreement with Dunns-Josephine for the temporary use of CRA Lots.

Section 3. The Executive Director is further authorized to negotiate and execute any other documents and, agreements, subject to review and approval by the General Counsel and Director of Risk Management, without further approval of the Board of Commissioners for said Purpose.

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 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

12/7/2023

# Exhibit “A”

## REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT (the “Agreement”) is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the “Effective Date”), by and between the SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY (“SEOPW CRA”), a public agency and body corporate created pursuant to Section 163.356, Florida Statutes (the “SEOPW CRA”), and DUNNS-JOSEPHINE, INCORPORATED, a Florida corporation (the “Licensee”).

### RECITALS

A. WHEREAS, Section 2, Goal 4, at page 10, of the 2018 Southeast Overtown/Park West Redevelopment Update Plan (the “Plan”) lists the “creati[on of] jobs within the community” as a stated redevelopment goal; and

B. WHEREAS, Section 2, Goal 6, at page 10, of the Plan also lists “improving the quality of life for residents,” as a stated redevelopment goal; and

WHEREAS, the SEOPW CRA is the owner of property located at 316 N.W. 11<sup>th</sup> Street in Miami, Florida 33136 and 324 N.W. 11<sup>th</sup> Street Miami, Florida 33136 (the “CRA Lots”), more specifically referred to in **Exhibit “A”**.

C. WHEREAS, the Licensee has requested use of a portion of the CRA Lots (“Property”), more specifically referred to in **Exhibit “B”**; and

D. WHEREAS, Licensee is a for-profit organization that operates a Bed & Breakfast hotel; and

E. WHEREAS, the Licensee intends on using the Property to provide an amenity for customers of the Bed and Breakfast as an outdoor leisure space and a small-event outdoor space (“Purpose”); and

F. WHEREAS, the SEOPW CRA is willing to grant a revocable license to Licensee for use of the Property for the permitted Purpose, and Licensee is willing to accept a revocable license to use the Property for the permitted Purpose, as hereinafter provided; and

**NOW THEREFORE**, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. RECITALS. The foregoing recitals are true and correct and are hereby incorporated herein and made a part of this Agreement.

2. GRANT OF REVOCABLE LICENSE. The SEOPW CRA hereby grants to Licensee a revocable license to utilize the CRA Lots for the intended Purpose for the Permitted

Use, subject to the terms of this Agreement. The use of the CRA Lots by the Licensee is strictly limited to the Purpose and the CRA Lots is not to be used by the Licensee for any other purpose whatsoever.

3. **AGREEMENT NOT A LEASE.** This Agreement solely grants to Licensee revocable license for the Permitted Use of the CRA Lots and for no other purpose. The parties hereby agree that the provisions of this Agreement do not constitute a lease. The rights of Licensee hereunder are not those of a tenant but are a mere personal privilege to do certain acts of a temporary character on the CRA Lots and to use the CRA Lots for the Permitted Use only, subject to the terms of this Agreement. The SEOPW CRA retains dominion, possession and control of the CRA Lots. Therefore, no lease interest in the CRA Lots is conferred upon Licensee under the provisions hereof. Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the CRA Lots by virtue of this Agreement or its use of the CRA Lots hereunder. Additionally, Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the CRA Lots by virtue of any expenditure of funds in connection with the use of the CRA Lots.

4. **TERM OF AGREEMENT AND USE PERIOD.** This Agreement shall commence on the Effective Date and shall continue on a month-to-month basis until the cancellation or termination at will at any time by the SEOPW CRA upon not less than thirty (30) days written notice to the Licensee.

5. **USE RATE.** In consideration for use of a portion of the CRA Lots referred to in Exhibit "B", Licensee agrees to pay to the SEOPW CRA Fifty Percent (50%) of rental proceeds and pre-approval of events. Payment must be paid in full no later than five (5) business days prior to rental date. All payments from Licensee to the SEOPW CRA shall be by cashier's check or certified check, made out to "The City of Miami". Failure to pay any portion of the Use Rate upon execution of this Agreement shall result in the immediate termination of this Agreement.

6. **CONDITION OF THE CRA LOTS AND MAINTENANCE.** During the term of this Agreement, Licensee shall, at its sole cost and expense, maintain the CRA Lots in good condition and repair and ensure the CRA Lots remains in a clean, safe and sanitary condition. Licensee shall promptly restore the CRA Lots to its original condition, prior to the use of the CRA Lots by Licensee, upon the termination of this Agreement unless otherwise agreed to in writing by the SEOPW CRA's Executive Director. Licensee agrees that the SEOPW CRA shall, under no circumstances, be liable for any latent, patent or other defects in the SEOPW CRA Lots.

7. **VIOLATIONS, LIENS, AND SECURITY INTERESTS.** The Licensee shall not suffer or permit any statutory, laborers, materialman, or mechanics' liens to be filed against the CRA Lots by reason of work, labor, services, or materials supplied to the Licensee or anyone having a right to possession of the CRA Lots. Nothing in this Agreement shall be construed as constituting the consent or request of the SEOPW CRA, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer or material man for the performance of any

labor or the furnishing of any materials for any specific alteration, or repair of or to the CRA Lots nor as giving the Licensee the right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanics liens against the CRA Lots. If any mechanics' lien shall at any time be filed against the CRA Lots, the Licensee shall cause it to be discharged of record or transferred to appropriate bond within thirty (30) days after the date the Licensee acquires knowledge of its filing. If the Licensee shall fail to discharge a mechanics' lien or cause same to be transferred to bond within that period, then in addition to any other right or remedy available to the SEOPW CRA, the SEOPW CRA may, but shall not be obligated to, discharge the lien either by paying the amount claimed to be due or by transferring same to appropriate bond. All amounts paid by the SEOPW CRA shall be repaid to the SEOPW CRA by the Licensee immediately upon rendition of any invoice or bill by the SEOPW CRA and shall bear interest at the maximum rate allowed by Florida law until repaid. Subject to the limits, limitations and provisions of Section 768.28, Florida Statutes, as may be amended, Licensee further agrees to hold SEOPW CRA harmless from, and to indemnify and defend the SEOPW CRA against, any and all claims, demands and expenses, including attorney's fees and costs, by reason of any claims of any contractor, subcontractor, materialman, laborer or any other third person with whom Licensee has contracted or otherwise is found liable for, in respect to the Property.

8. SEOPW CRA ACCESS TO PROPERTY. SEOPW CRA and its authorized representative(s) shall have access to the Property at all times to: (a) inspect the Property; (b) to perform any obligations of Licensee under this Agreement which Licensee has failed to cure within ten (10) days of receipt of written notice from the SEOPW CRA; and (c) confirm Licensee's compliance with the terms and provisions of this Agreement and all applicable laws, ordinances, rules and regulations. The SEOPW CRA shall not be liable for any lost, cost or damage to the Licensee by reason of the exercise by the SEOPW CRA of the right of entry described herein. The making of periodic inspection or the failure to do so shall not operate to impose upon SEOPW CRA any liability of any kind whatsoever nor relieves the Licensee of any responsibility, obligations or liability under this Agreement.

9. LICENSEE COMPLIANCE WITH ALL ORDINANCES. The Licensee agrees to comply with all applicable code requirements and ordinances including the requirement to apply for any temporary use permits, building permits, certificates of use, or other permits and/or licenses. Licensee also agrees that any temporary improvements or modifications to the Property, including those not requiring any permits, and including the installation of outdoor furniture, planters, umbrellas, lighting, etc. comply with all applicable codes and ordinances.

10. NO PERMANENT STRUCTURES OR ALTERATIONS. The Licensee agrees to not build any permanent alterations to the CRA Lots nor construct any permanent structures on the CRA Lots.

11. INSURANCE. The Licensee shall, at all times during the term hereof, maintain such insurance coverage as provided in **Exhibit "C"** attached hereto and incorporated herein. All

such insurance, including renewals, shall be subject to the approval of the SEOPW CRA and the City of Miami (which approval shall not be unreasonably withheld) for adequacy of protection and evidence of such coverage shall be furnished to the SEOPW CRA on Certificates of Liability Insurance indicating such insurance to be in force and effect and providing that it will not be canceled, or materially changed during the performance of Services under this Agreement without thirty (30) calendar days prior written notice (or in accordance to policy provisions) to the SEOPW CRA. Completed Certificates of Liability Insurance shall be filed with the SEOPW CRA, to the extent practicable, prior to the performance of Services hereunder, provided, however, that Provider shall at any time upon request by the SEOPW CRA file duplicate copies of the policies of such insurance with the SEOPW CRA.

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

12. **INDEMNIFICATION.** Licensee shall indemnify, covenant not to sue, defend and hold harmless the SEOPW CRA, the City of Miami, and their officials, employees and agents (collectively referred to as "Indemnitees"), from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any CRA Lots arising out of, resulting from, or in connection with (i) the use of the CRA Lots, whether caused directly or indirectly, in whole or in part (whether joint, concurrent or contributing), by any act, omission, default, negligence (whether active or passive), recklessness or intentional wrongful misconduct of any Indemnitees, Licensee or any of users guests, invitees, employees, agents or subcontractors, or (ii) by the failure of Licensee to comply with any of the provisions herein, specifically Licensee's obligation to comply with all applicable statutes, ordinances or other regulations or requirements in connection with the use of the CRA Lots. This indemnification shall survive the term of this agreement.

13. **SAFETY.** Licensee shall allow SEOPW CRA inspectors, agents or representatives the ability to monitor its compliance with safety precautions as required by federal, state or local laws, rules, regulations and ordinances. By performing these inspections, the SEOPW CRA, its agents, or representatives are not assuming any liability by virtue of these laws, rules, regulations and ordinances. Licensee shall have no recourse against the SEOPW CRA, its agents, or representatives from the occurrence, non-occurrence or result of such inspection(s).

14. 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 SEOPW CRA and Licensee at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or if by certified mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier:

To SEOPW CRA:

James McQueen, Executive Director  
 Southeast Overtown/Park West Community Redevelopment Agency  
 819 N.W. 2<sup>nd</sup> Avenue 3<sup>rd</sup> Floor  
 Miami, FL 33136

*With copy to:*

Vincent T. Brown, Esq., Staff Counsel  
 819 N.W. 2<sup>nd</sup> Avenue 3<sup>rd</sup> Floor  
 Miami, FL 33136

To Licensee:

Dunns-Josephine, Incorporated  
 Kristin R. Kitchen, President  
 1901 Brickell Avenue, Unit b – 1208  
 Miami, Florida 33129

15. ADVERTISING. Licensee shall not permit any signs or advertising matter to be placed either in the interior or upon the exterior of the Property without having first obtained the approval of the SEOPW CRA's Executive Director or his designee, which approval may be withheld for any or no reason, at his sole discretion.

16. HAZARDOUS MATERIALS. Licensee hereby agrees that Licensee and Licensee's officers, directors, employees, representatives, agents, contractors, subcontractors, and any other users of the Property (collectively referred to as "Licensee Representatives") shall not use, generate, manufacture, refine, produce, process, store or dispose of, on, under or about the Property or transport to or from the Property in the future for the purpose of generating, manufacturing, refining, producing, storing, handling, transferring, processing or transporting Hazardous Materials, except in compliance - with all applicable Hazardous –Materials Laws. Furthermore, Licensee shall, at its own expense, procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for the storage or use by Licensee or any of Licensee's Representatives of any Hazardous Materials on the Property, including without limitation, discharge of (appropriately treated) materials or wastes into or through any sanitary sewer serving the Property.

Each party hereto (for purposes of this Paragraph, "Notifying Party") shall immediately notify the other party (the "Notice Recipient") in writing of: (a) any enforcement, cleanup, removal or other governmental or regulatory action instituted, contemplated or threatened concerning the Property pursuant to any Hazardous Materials Laws; (b) any claim made or threatened by any person against the Notifying Party or the Property relating to damage contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials on or about the Property; and (c) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials in or removed from the Property including any complaints, notices, warnings or asserted violations in connection therewith, all upon receipt by the Notifying Party of actual knowledge of any of the foregoing matters. Notifying Party shall also supply to Notice Recipient as promptly as possible, and in any event within five (5) business days after Notifying Party first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the CRA Lots or Licensee Representatives use thereof.

Subject to the limits, limitations and provisions of Section 768.28, Florida Statutes, as may be amended, Licensee shall indemnify, defend, protect, and hold the SEOPW CRA, employees, agents, attorneys, shareholders, officers, directors, trustees, successors and assigns (collectively, the SEOPW CRA together with all of such persons and entities are hereinafter referred to as the "Indemnified Parties"), free and harmless from and against any and all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses or expenses (including, without limitation, attorneys' fees and costs through litigation and all appeals) or death of or injury to any person or damage to any CRA Lots whatsoever, arising from or caused in whole or in part, directly or indirectly by (a) any contamination resulting from any act or omission of Licensee or Licensee's Representatives (b) Licensee's failure to comply with any Hazardous Materials Laws with respect to the CRA Lots, or (c) a breach of any covenant, warranty or representation of Licensee under this Paragraph. Licensee's obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repair, cleanup or detoxification or decontamination of the CRA Lots, and the preparation and implementation of any closure, remedial action or other required plans in connection therewith. For purposes of the indemnity provisions hereof, any acts or omissions of Licensee, or Licensee's Representatives (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to Licensee. The foregoing indemnity shall survive the termination of this Agreement.

Nothing in this Agreement, including, but not limited to, the provisions of Paragraph 6 entitled "Violations, Liens, and Security Interests," or this Paragraph 13 entitled "Hazardous Materials," shall require the Licensee to indemnify the Indemnitees from and against any loss, cost, claim, liability, damage, or expense (including reasonable attorneys' fees) relating to or arising out of: (i) the Indemnitees, its employees', or agents' sole negligence in the performance of this Agreement; and (ii) the Indemnitees', its employees', or agents' breach of any provision of this Agreement. Nothing contained herein shall obligate the Licensee to indemnify or in any way be liable to pay to any person or entity any amount which exceeds the amount(s) for which the Licensee could be held liable under the provisions of Section 768.28, Florida Statutes, as may be amended, and nothing herein shall be read as a waiver of the sovereign immunity beyond that provided in Section 768.28, Florida Statutes, nor will anything herein be read as increasing the liability of the Licensee to any person or entity beyond the limits of liability for which the Licensee could be held liable under Section 768.28, Florida Statutes. This revision reflects the fact that political subdivisions

(like the Licensee) are prohibited by the state constitution from waiving sovereign immunity and is an attempt to harmonize the language of indemnity with state law.

17. LICENSES, AUTHORIZATIONS, AND PERMITS. Licensee shall obtain, or cause to be obtained, and maintain in full force and effect throughout the term of this Agreement, at its sole expense, all licenses, authorizations and permits that are necessary for Licensee to conduct the Permitted Use on the CRA Lots. The Licensee shall be responsible for paying the cost of said applications and obtaining said licenses, authorizations and permits.

18. COMPLIANCE WITH ALL LAWS APPLICABLE. Licensee accepts this Agreement and hereby acknowledges that Licensee's strict compliance with all applicable federal, state and local laws, ordinances and regulations is a condition of this Agreement, and Licensee shall comply therewith as the same presently exist and as they may be amended hereafter. This Agreement shall be construed and enforced according to the laws of the State of Florida.

19. SURRENDER OF PROPERTY. In the event of termination of this Agreement Licensee shall peacefully surrender the Property in good condition and repair, pursuant to Paragraph 5. Upon surrender, Licensee shall promptly remove any equipment, property, and furnishings from the Property and Licensee shall repair any damage to the Property caused thereby. Should Licensee fail to repair any damage caused to the Property within thirty (40) days after receipt of written notice from SEOPW CRA directing the required repairs, SEOPW CRA shall cause the Property to be repaired at the sole cost and expense of Licensee. Licensee shall pay SEOPW CRA the full cost of such repairs within thirty (30) days of receipt of an invoice indicating the cost of such required repairs, together with interest thereon, at the maximum rate allowed by Florida law until repaid. In the event Licensee fails to remove Licensee's equipment, property, and furnishings from the Property within the time limit set by the notice, said property shall be deemed abandoned and thereupon shall become the sole personal property of the SEOPW CRA. The SEOPW CRA, at its sole discretion and without liability, may remove and/or dispose of same as SEOPW CRA sees fit, all at Licensee's sole cost and expense.

20. SEVERABILITY. It is the express intent of the parties that this Agreement constitutes a revocable license and not a lease. To further this intent, the parties agree as follows: (i) if any provision of this Agreement, or the application thereof to any circumstance, suggest that a lease, rather than a license, has been created, then such provision shall be interpreted in the light most favorable to the creation of a license; and (ii) if any provision of this Agreement, or the application thereof to any circumstance, is determined by a court of competent jurisdiction to have created a lease rather than a license, then such provision shall be stricken and, to the fullest extent possible, the remaining provisions of this Agreement shall not be affected thereby and shall continue to operate and remain in full force and effect. With regard to those provisions which do not affect the parties intent for this Agreement, should any provision, section, 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, such provision, section, 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 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.

21. NONDELEGABILITY. Licensee cannot assign, sell, convey, pledge, encumber, dispose, or transfer its privilege and use granted unto it by this Agreement in whole or in part. Any assignment, sale, disposition, or transfer of this Agreement or any interest therein by Licensee shall result in the automatic termination of this Agreement without notice by the SEOPW CRA.

22. PUBLIC RECORDS; MAINTENANCE OF RECORDS. This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. The parties understand the broad nature of these laws and agree to comply with Florida's Public Records Laws, and laws relating to records retention.

23. CONFLICT OF INTEREST. Licensee is aware of the conflict-of-interest laws of the City of Miami (Miami City Code Chapter 2, Article V), Miami-Dade County, Florida (Dade County Code, Section 2-11.1 et. seq.) and of the State of Florida as set forth in the Florida Statutes and agrees that it will fully comply in all respects with the terms of said laws and any future amendments thereto. Licensee covenants that no person or entity under its employ, presently exercising any functions or responsibilities in connection with this Agreement, has any personal financial interests, direct or indirect, with the SEOPW CRA. Licensee further covenants that, in the performance of this Agreement, no person or entity having such conflicting interest shall be utilized in respect to services provided hereunder. Any such conflict of interest(s) on the part of Licensee, its employees or associated persons, or entities must be disclosed in writing to the SEOPW CRA.

24. WAIVER OF JURY TRIAL. The parties hereby knowingly, irrevocable, voluntarily and intentionally waive any right either may have to a trial by jury in respect of any action, proceeding or counterclaim based on this Agreement, or arising out of, under or in connection with this Agreement or any amendment or modification of this Agreement, or any other agreement executed by and between the parties in connection with this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party hereto. This waiver of jury trial provision is a material inducement for the SEOPW CRA and Licensee entering into the subject transaction.

25. WAIVER. Any waiver by either party or any breach by either party of any one or more of the covenants, conditions or provisions of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement, nor shall any failure on the part of the SEOPW CRA to require or exact full and complete compliance by Licensee with any of the covenants, conditions or provisions of this Agreement be construed as in any manner changing the terms hereof to prevent the SEOPW CRA from enforcing in full the provisions hereto, nor shall the terms of this Agreement be changed or

altered in any manner whatsoever other than by written agreement of the SEOPW CRA and Licensee.

26. FURTHER ACTS. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by the parties, the parties each agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts, deeds and assurances as may be necessary to consummate the transactions contemplated hereby.

27. THIRD PARTY BENEFICIARY. This Agreement is solely for the benefit of the parties hereto and no third party shall be entitled to claim or enforce any rights hereunder.

28. HEADINGS. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

29. AUTHORITY. Each of the parties hereto acknowledges it is duly authorized to enter into this Agreement and that the signatories below are duly authorized to execute this Agreement in their respective behalf.

30. ENTIRE AGREEMENT. This instrument constitutes the sole and only agreement of the parties hereto relating to the License, and correctly set forth the rights, duties, and obligations of the parties. There are no collateral or oral agreements or understandings between the SEOPW CRA and the Licensee relating to the Agreement. Any promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement shall not be modified in any manner except by an instrument in writing executed by the parties. The masculine (or neuter) pronoun and the singular number shall include the masculine, feminine and neuter genders and the singular and plural number. The word "including" followed by any specific item(s) is deemed to refer to examples rather than to be words of limitation. This Agreement is the result of negotiations between the parties and has been typed/printed by one party for the convenience of both parties, and the parties covenant that this Agreement shall not be construed in favor of or against either of the parties.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized as of the day and year above written.

**“LICENSEE”**  
DUNSS-JOSEPHINE, INC.,  
a Florida For-Profit Corporation

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

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

Print Name: \_\_\_\_\_  
Title: Corporate Secretary

Print Name: \_\_\_\_\_  
Title: President

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

(NOTARY SEAL)

NOTARY PUBLIC – STATE OF FLORIDA  
Print Name:  
Commission No.:  
Commission Expires:

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

ATTEST:

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

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

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

APPROVED AS TO INSURANCE  
REQUIREMENTS:

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

**EXHIBIT "A"****CRA LOTS****LEGAL DESCRIPTION**

MIAMI NORTH PB B-41  
LOT 3 BLK 14  
LOT SIZE 50.000 X 150  
COC 26282-3212 03 2008 5

Address: 316 N.W. 11<sup>th</sup> Street, Miami, Florida 33136

**LEGAL DESCRIPTION**

MIAMI NORTH PB B-41  
LOT 3 BLK 14  
LOT SIZE 50.000 X 150  
COC 26282-3212 03 2008 5

Address: 324 N.W. 11<sup>th</sup> Street, Miami, Florida 33136

**EXHIBIT "B"****PROPERTY****NW 11TH STREET****NW 3RD AVENUE**

**EXHIBIT "C"**  
**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 & SEOPW CRA listed as additional insured  
 Contingent & Contractual Liability  
 Premises and Operations Liability  
 Primary Insurance Clause Endorsement

City of Miami  
 Building Department  
 444 S.W. 2<sup>nd</sup> Avenue  
 Miami, FL 33130-0000

Southeast Overtown Park West Community Redevelopment Agency  
 819 N.W. 2<sup>nd</sup> Avenue, 3rd Floor  
 Miami, FL 33136-0000

**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 & SEOPW CRA 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

\$100,000 for bodily injury caused by an accident, each accident

\$100,000 for bodily injury caused by disease, each employee

\$500,000 for bodily injury caused by disease, policy limit

## IV. Professional Liability/Errors and Omissions Coverage

Combined Single Limit

\$1,000,000

Each Claim

\$1,000,000

General Aggregate Limit

Retro Date Included

**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.**

SEOPW Board of Commissioners Meeting  
December 14, 2023

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

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To: Board Chair Christine King and Date: December 7, 2023 File: 15224  
Members of the CRA Board



Subject: Resolution Accepting Selection of  
Top Ranked Proposer to RFQ 23-01  
Landscape Architecture Services f

From: James McQueen Enclosures: File # 15224 - Backup  
Executive Director

---

**BACKGROUND:**

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”), accepting the Selection Committee’s recommendation to select Hood Design Studio, Inc. (Hood Design Studio), as the top ranked proposer to the Request for Qualifications 23-01 for Landscape Architecture Services for the N.W. 9<sup>th</sup> Street Pedestrian Mall Improvements; further authorizing the executive director to negotiate and execute a professional services agreement, to be presented to the Board of Commissioners for consideration and approval at a future meeting.

On May 24, 2023, the SEOPW CRA issued Request for Qualifications No. 23-01 (“RFQ”) for Landscape Architecture Services for N.W. 9<sup>th</sup> Street Pedestrian Mall Improvements. On June 27, 2023, the SEOPW CRA received responses from the following three (3) firms:

- Hitchcock Design Group
- Hood Design Studio
- Kimley-Horn

On November 14, 2023, a selection committee consisting of: Ms. Paola Baez, Chief, Multimodal Development Section, Transportation Planning and Policy Division, Miami-Dade County Department of Transportation and Public Works; Pastor Alaric Hunter, Senior Pastor, The Historic Mt Zion Missionary Baptist Church; Ms. Maya Jackson, SEOPW CRA; and Mr. Mark Stallworth, SEOPW CRA met at a publicly noticed meeting to evaluate the responses.

Pursuant to the evaluation criteria and procedures outlined in the RFQ, the Selection Committee scored and ranked the responses as follows:

1. Hood Design Studio
2. Kimley-Horn

### 3. Hitchcock Design Group

It is recommended that Board of Commissioners authorize the Executive Director to negotiate a Professional Services Agreement (“Agreement”) with Hood Design Studio, Inc., for landscape architecture design services for improvements to N.W. 9<sup>th</sup> Street Pedestrian Mall (“Purpose”), for an amount not to exceed \$300,000.00, which shall be presented to the Board of Commissioners for final consideration and approval.

#### **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:**

None.

#### **FACT SHEET:**

**Company name:** Hood Design Studio, Inc.

**Address:** 3016 Filbert Street #2 Oakland, CA 94608

**Summary:** Top ranked proposer to the Request for Qualifications 23-01 for Landscape Architecture Services for the N.W. 9<sup>th</sup> Street Pedestrian Mall Improvements and authorize the Executive Director to negotiate a Professional Services Agreement.

**AGENDA ITEM  
FINANCIAL INFORMATION FORM**

**SEOPW CRA**

**CRA Board Meeting Date:** December 14, 2023

**CRA Section:**

**Brief description of CRA Agenda Item:**

Authorizing the executive director to negotiate and execute a professional service agreement with Hood Design Studio Inc. in amount not to exceed \$300,000.00.

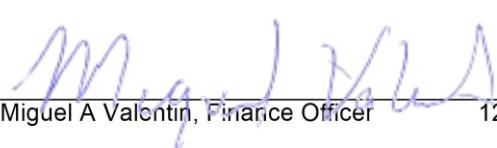
Project Number (if applicable):		
YES, there are sufficient funds in Line Item:		
Account Code: <u>10050.920101.531000.0000.00000</u> Amount: <u>\$300,000.00</u>		
NO (Complete the following source of funds information):		
Amount budgeted in the line item: \$		
Balance in the line item: \$		
Amount needed 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 12/7/2023

Approval:

  
 Miguel A. Valentin, Finance Officer 12/7/2023



# Southeast Overtown/Park West Community Redevelopment Agency

**File Type: CRA Resolution**

**Enactment Number:**

**File Number: 15224**

**Final Action Date:**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY (“SEOPW CRA”), ACCEPTING THE SELECTION COMMITTEE’S RECOMMENDATION OF HOOD DESIGN STUDIO, INC. (HOOD DESIGN STUDIO), AS THE TOP RANKED PROPOSER TO THE REQUEST FOR QUALIFICATIONS 23-01 FOR LANDSCAPE ARCHITECTURE SERVICES FOR N.W. 9TH STREET PEDESTRIAN MALL IMPROVEMENTS (“PURPOSE”); FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE A PROFESSIONAL SERVICES AGREEMENT FOR AN AMOUNT NOT TO EXCEED THREE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$300,000.00) (“FUNDS”) AND TO BRING THE SAID AGREEMENT BACK TO THE BOARD FOR FINAL APPROVAL; 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 6 of the Plan lists the improv[ing] the quality of life for residents” as a stated redevelopment goal; and

WHEREAS, Section 2, Principle 5 of the Plan states that “walking withing the neighborhood must be accessible, safe, and pleasant”; and

WHEREAS, Section 2, Principle 14 of the Plan lists “restor[ing] a sense of community and unify the area culturally” as a guiding principle; and

WHEREAS, On May 24, 2023, the SEOPW CRA issued Request for Qualifications No. 23-01 (“RFQ”) for Landscape Architecture Services for the N.W. 9<sup>th</sup> Street Pedestrian Mall Improvement; and

WHEREAS, On June 27, 2023, the SEOPW CRA received three (3) responses to the RFQ; and

WHEREAS, On November 14, 2023, a selection met at a publicly noticed meeting to evaluate the responses; and

WHEREAS, Pursuant to the evaluation criteria and procedures outlined in the RFQ, the Selection Committee scored and ranked Hood Design Studio, as the top-ranked firm; and

WHEREAS, the Board of Commissioners wishes to authorize the Executive Director to negotiate a Professional Services Agreement (“Agreement”) with Hood Design Studio, Inc., for landscape architecture design services for improvements to N.W. 9<sup>th</sup> Street Pedestrian Mall (“Purpose”), for an amount not to exceed \$300,000.00, which shall be presented to the Board of Commissioners for final consideration and approval;

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 authorized to negotiate an Agreement in an amount not to exceed Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) (“Funds”), to be presented to the Board of Commissioners for final consideration and approval.

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:



12/7/2023

CHRISTINE KING  
Board Chair



JAMES MCQUEEN  
Executive Director

## REQUEST FOR QUALIFICATIONS

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### LANDSCAPE ARCHITECTURE SERVICES FOR NW 9TH STREET PEDESTRIAN MALL IMPROVEMENTS

**RFQ NUMBER**  
**23-01**

---

**ISSUE DATE**  
**MAY 24, 2023**

**ADDITIONAL INFORMATION & CLARIFICATION DEADLINE**  
**JUNE 16, 2023 AT 4:00 P.M.**

**RESPONSE SUBMISSION DATE & TIME**  
**JUNE 27, 2023 AT 11:00 A.M.**

#### **DESIGNATED CONTACT**

Brian Zeltsman, RA,  
Director of Architecture and Development  
Southeast Overtown / Park West  
Community Redevelopment Agency  
819 NW 2nd Ave, 3rd Floor  
Miami, Florida 33136  
305-679-6827  
Fax: 305-679-6835  
Email: [bzeltsman@miamigov.com](mailto:bzeltsman@miamigov.com)

Website: <http://www.mamicra.com/seopwcra/pages/procurement.html>

CHRISTINE KING  
Board Chair



JAMES MCQUEEN  
Executive Director

## TABLE OF CONTENTS

Public Notice.....Pg. 2

### **SECTION 1**

Introduction to Request for Qualifications (RFQ).....Pg. 3

### **SECTION 2**

RFQ Scope of Services ..... Pg. 6

### **SECTION 3**

RFQ General Conditions ..... Pg. 7

### **SECTION 4**

Instructions for Submitting a Response.....Pg. 10

### **SECTION 5**

Evaluation and Selection Process.....Pg. 15

### **SECTION 6**

RFQ Response Forms..... Pg. 17

CHRISTINE KING  
Board Chair



JAMES MCQUEEN  
Executive Director

## PUBLIC NOTICE

### SOUTHEAST OVERTOWN / PARK WEST COMMUNITY REDEVELOPMENT AGENCY REQUEST FOR QUALIFICATIONS

#### **LANDSCAPE ARCHITECTURE SERVICES FOR NW 9TH STREET PEDESTRIAN MALL IMPROVEMENTS**

**RFQ NO: 23-01**

The Southeast Overtown/Park West Community Redevelopment Agency (the "SEOPW CRA") is seeking the services of a qualified landscape architecture firm to provide professional design services for future improvements to the NW 9<sup>th</sup> Street Pedestrian Mall.

**Completed Responses must be delivered to the City of Miami City Clerk's Office, 3500 Pan American Drive, Miami, Florida 33133 no later than 11:00 am, on June 27, 2023** ("Response Submission Date"). Any Responses received after the above date and time or delivered to a different address or location will not be considered.

RFQ documents may be obtained on or after **May 24, 2023**, from the SEOPW CRA offices, 819 NW 2nd Ave, 3rd Floor, Miami, Florida 33136, or from the SEOPW CRA webpage:

<http://www.miamicra.com/seopwcra/pages/procurement.html>

It is the sole responsibility of all firms to ensure the receipt of any addendum and it is recommended that firms periodically check the SEOPW CRA webpage for updates and the issuance of addenda.

The SEOPW CRA reserves the right to accept any Responses deemed to be in the best interest of the SEOPW CRA, to waive any minor irregularities, omissions, and/or technicalities in any Responses, or to reject any or all Responses and to re-advertise for new Responses as deemed necessary by the SEOPW CRA without notice.

CHRISTINE KING  
Board Chair



JAMES MCQUEEN  
Executive Director

## SECTION 2

### 2.0: RFQ SCOPE OF SERVICES

#### 2.1. Purpose

The SEOPW CRA is seeking to procure the services of a qualified landscape architecture firm to provide professional design services for future improvements to the NW 9<sup>th</sup> Street Pedestrian Mall in Overtown. The area includes NW 9<sup>th</sup> Street from NW 3<sup>rd</sup> Avenue to NW 1<sup>st</sup> Avenue, and the pedestrian area along NW 1<sup>st</sup> Avenue and MetroRail Guideway from NW 8<sup>th</sup> Street to NW 10<sup>th</sup> Street ("Project Site").

#### 2.2. Scope of Services

1. The successful Proposer will provide a concept design for the following anticipated scope items:

- Hardscape and softscape layout
- Pedestrian pavements
- Site lighting replacement/improvement
- Site furniture replacement
- Landscape replacement
- Incorporation/selection of art work or sculptural elements
- Walls, steps, railings as required

2. Concept level cost estimation services will be required of the successful Proposer upon completion of the conceptual design.

Upon completion of conceptual design stage and receipt of the cost estimate, the SEOPW CRA will make a determination for the intended delivery method to complete the improvement project which may include a design-build approach, which would be procured under a future solicitation.

A photograph of a pedestrian mall. In the foreground, several large, textured tree stumps are scattered across a paved area. A man and a woman are sitting on a low, curved wall made of these stumps. In the background, a modern building with large windows and a flat roof is visible under a clear sky.

# 9TH STREET PEDESTRIAN MALL IMPROVEMENTS STATEMENT OF QUALIFICATIONS

**HOOD**

HOOD DESIGN STUDIO  
OAKLAND, CA

SUBMITTED TO:  
TODD HANNON  
JUNE 27, 2023



## CONTENTS

### SECTION A

- 5 PROPOSAL LETTER
- 8 QUALIFICATIONS OF PROPOSER

### SECTION B

- 24 TEAM QUALIFICATIONS
- 26 PROJECT MANAGER QUALIFICATIONS
- 27 TEAM ORGANIZATION

### SECTION C

- 30 DESIGN PHILOSOPHY
- 34 TECHNICAL CAPABILITIES

### SECTION D

- 38 ACKNOWLEDGMENTS



Dear Todd Hannon,

Hood Design Studio stands as an exemplary choice for designing the 9th Street Pedestrian Mall in Overtown, Miami. With its commendable synthesis of landscape architecture and social art practice, Hood Design Studio is renowned for its proficiency in fostering spaces that intertwine cultural history, ecology, and social practices.

One of the significant reasons why Hood Design Studio should be chosen lies in its unique approach that melds Everyday, Lifeways, and Commemoration. This approach is ideal for Overtown, a neighborhood with a rich history and culture. The Everyday aspect would ensure that the pedestrian mall is not just visually appealing, but also functional and integral to the daily lives of Overtown's residents. Through thoughtful design, the studio would rejuvenate the space, creating a destination that becomes a fabric of the community's daily routine.

Additionally, the Lifeways aspect would be invaluable in Overtown. Hood Design Studio's expertise in integrating the social tapestry into its designs is evident from their previous projects. For instance, how they blended Chicago's Bronzeville neighborhood's jazz heritage with Lake Michigan's ecological features. Similarly, in Overtown, which has its own historical significance in jazz and African American culture, the studio would create a space that is deeply rooted in the community's history, reflecting and celebrating its heritage. By doing so, it would not only make the pedestrian mall aesthetically pleasing but also a symbol of the community's identity. Furthermore, Commemoration, as an aspect, resonates with creating spaces that honor history. Overtown, often referred to as "Miami's Harlem," is rich in history and has been home to several prominent figures. Through the lens of Commemoration, Hood Design Studio could create elements within the pedestrian mall that pay homage to the significant individuals and events of Overtown's past. Just as they did in Jacksonville, Florida, where they honored the Johnson brothers through thoughtfully integrated design elements, a similar approach in Overtown could create a lasting tribute that instills pride and belonging in the community.

Moreover, Hood Design Studio has a track record of unearthing hidden beauty and fostering a heightened awareness of our surroundings. In a place like Overtown, this attribute would be invaluable, as it could help to spotlight and uplift aspects of the community that have been overlooked or underappreciated.

Hood Design Studio's distinctive approach, commitment to cultural integration, and proven expertise in creating spaces that resonate with community identity and history, make it the ideal candidate for designing the 9th Street Pedestrian Mall in Overtown, Miami.

Sincerely,



Paul Peters  
Principal  
Hood Design Studio

# QUALIFICATIONS OF PROPOSER



De Young Museum Gardens | San Francisco, CA

The New de Young Museum gardens in Golden Gate Park, San Francisco, integrate to the urban and the constructed natural landscape. Working within this re-made sand dune environment, the landscape is five acres of restored space that surrounds the building, retaining existing landscape features while creating new spaces for children and adults alike. The landscape is composed of a series of varied environments, each an experience inspired other sites within Golden Gate Park.

## STUDIO INFO

### Main Contact

Paul Peters  
paul@hooddesignstudio.com  
949 491 5149

### Address

3016 Filbert Street  
Studio 2  
Oakland, CA 94608  
510 595 0688  
www.hooddesignstudio.com

DBE (Disadvantaged Business Enterprise) firm in CA by the California Unified Certification Program (CUCP)  
[Certificate Number: 41439]

### Company Type

S Corporation,  
State of California

### 20 Employees

Hood Design Studio, established in 1992 in Oakland, California, stands at the forefront of social art and design practice. With a tripartite approach encompassing art + fabrication, design + landscape, and research + urbanism, Hood Design Studio possesses the versatility to comprehend each location in both scale and context. This understanding empowers Hood Design Studio to provide bespoke designs that are adaptive to the distinct characteristics of a space, rather than deploying a one-size-fits-all template. At the core of Hood Design Studio's practice lies the emphasis on bolstering inherent patterns and practices, both ecological and cultural, that often go unnoticed. Through the transformation of urban spaces and objects into public sculptures, Hood Design Studio exposes the inherent beauty, peculiarity, and eccentricities of the environment.

Collaboration is at the heart of Hood Design Studios design philosophy. Projects flourish through the amalgamation of expertise from diverse design teams and by fostering meaningful engagements with local communities. By attending to both the constructed and the evolving landscape systems across various scales, Hood Design Studio captures the essence of spaces, from the trails of tributaries to the extent of watersheds, and from individual sites to the larger landscape.

Hood Design Studio's portfolio boasts an array of nationally recognized projects. Among them is the enchanting De Young Museum Gardens in San Francisco's Golden Gate Park, which echoes the site's historical dune landscape. The Los Angeles Broad Museum Plaza is another feather in Hood Design Studio's cap, showcasing a green space situated on a structure and adorned with a grove of century-old Barouni Olive Trees. In New York, the Cooper Hewitt Museum Arthur Ross Terrace and Garden

presents a fusion of the original 1901 design with contemporary influences. Further, Hood Design Studio has been instrumental in neighborhood revitalization projects such as a street painting and master plan in Opa Locka, Florida, the Viaduct Rail Park and a pop-up garden in North Philadelphia, as well as Splashpad Park in Oakland, an extension to the Lake Merritt Park system.

In recognition of its innovation and impact, Hood Design Studio has been the recipient of multiple awards, including the AIA Award for Collaborative Achievement and the Cooper-Hewitt National Design Award in Landscape Design.

In recent news, Hood Design Studio continues to build upon its success and maintain its momentum. Publications such as Dwell, The Wall Street Journal, The New York Times, Fast Company, Architectural Digest, Places Journal, and Landscape Architecture Magazine have featured Hood Design Studio's groundbreaking work, reflecting the studio's unwavering commitment to excellence.

## RECENT WORK

### PROJECT NAME

### LANDSCAPE

INTERNATIONAL AFRICAN AMERICAN MUSEUM  
OAKLAND MUSEUM OF CALIFORNIA  
NVIDIA CAMPUS  
LA VILLA HERITAGE PLAN  
CROSSTOWN  
JOHN ROBINSON JR TOWN SQUARE  
EPACENTER ARTS  
AUGUST WILSON HOUSE

### LOCATION

CHARLESTON, SC  
OAKLAND, CA  
SANTA CLARA, CA  
JACKSONVILLE, FL  
MEMPHIS, TN  
ARLINGTON, VA  
EAST PALO ALTO, CA  
PITTSBURGH, PN

### COMPLETED

2023  
2021  
2021  
2020  
2018  
2021  
2020  
2022

### URBANISM

BRONZEVILLE LAKEFRONT MASTER PLAN  
ALTENHEIM LINE

CHICAGO, IL  
CHICAGO, IL

### ART

DOUBLE SIGHTS  
FIRESTATION #35 BOW  
CURTAIN OF COURAGE  
THE CRYING ROCK & SANTA MONICA  
CARRY ON

PRINCETON, NJ  
SAN FRANCISCO, CA  
SAN BERNADINO, CA  
SANTA MONICA, CA  
SAN DIEGO, CA

# SBE CERTIFICATE

Supplier Profile  
Printed on: 3/3/2022 1:08:40 PM  
To verify most current certification status go to: <https://www.caleprocure.ca.gov>

**DGS**  
CALIFORNIA DEPARTMENT OF  
GENERAL SERVICES

**BART**  
**ba**

**SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT**  
Office of Civil Rights  
300 Lakeside Drive, Suite 1600  
Oakland, California 94612

July 15, 2014

Walter Hood, Principal  
Hood Design  
3016 Filbert Street, Studio 2  
Oakland, CA 94608

RE: Minority Business Enterprise Certification

Dear Mr. Hood:

The San Francisco Bay Area Rapid Transit District (BART) has determined that your firm meets the eligibility standards to be certified as a **Minority Business Enterprise (MBE)** under the Non-Discrimination Program for Subcontracting on BART's non federally-funded contracts.

Your firm will be included in BART's list of certified **MBEs** and will receive credit as a **MBE** only on non federally-funded contracts under the following NAICS Codes:

NAICS Codes	Description
541310	Architectural Services
541320	Landscape Architectural Services
541430	Graphic Design Services

BART reserves the right to reevaluate your firm's **MBE** certification at any time to determine if your firm continues to meet BART's **MBE** certification requirements.

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!  
-LOG IN at [CaleProcure.CA.GOV](https://www.caleprocure.ca.gov)

Questions?  
Email: [OSDSHELP@DGS.CA.GOV](mailto:OSDSHELP@DGS.CA.GOV)  
Call OSDS Main Number: 916-375-4940  
707 3rd Street, 1-400, West Sacramento, CA 95605

Sincerely,

*Ruby Smith*  
Ruby Smith  
DBE Program Manager - Operations

# MBE CERTIFICATE

# INSURANCE COVERAGE

**ACORD® CERTIFICATE OF LIABILITY INSURANCE**  
DATE (MM/DD/YYYY)  
02/05/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME	PHONE (A/C, No, Ext)	FAX (A/C, No)
AP DESIGN PROFESSIONALS INS/PHS 57101010 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251			
INSURED			
HOOD DESIGN STUDIO INC. 3016 FILBERT ST APT 2 OAKLAND CA 94608-4544	INSURER A : Sentinel Insurance Company Ltd.	11000	
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

**COVERS** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR General Liability			57 SBM BI3361	03/06/2023	03/06/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ex occurrence) MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 OTHER:
A	GENL AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS Hired AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			57 SBM BI3361	03/06/2023	03/06/2024	COMBINED SINGLE LIMIT (Ex accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> OCCUR CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			57 SBM BI3361	03/06/2023	03/06/2024	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTHER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Those usual to the Insured's Operations.

**CERTIFICATE HOLDER** **CANCELLATION**  
MDOT/MTA Purple Line OCIP  
(Project # 570000085644)  
C/O AON RISK SOLUTIONS, INC  
4 OVERLOOK PT  
LINCOLNSHIRE IL 60069-4337  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  
AUTHORIZED REPRESENTATIVE  
*Susan L. Castaneda*

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ACORD 25 (2016/03)

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## REQUEST TO BIND COVERAGE – Professional & Excess Liability

Hood Design Studio, Inc.  
3016 Filbert Street, Suite 2  
Oakland, CA 94608

Please bind Professional & Excess Liability coverage with Gemini Insurance Company & Lloyd's of London at:

**Primary Limits:** \$2,000,000 Per Claim / \$2,000,000 Annual Aggregate - Retention \$1,000,000

Accepts Annual premium Including all Fee: \$16,337.50  YES  NO

**Excess Limits:** \$1,000,000 Per Claim / \$1,000,000 Annual Aggregate - Retention \$1,000,000

Accepts Annual premium Including all Fee: \$3,355.63  YES  NO

To the best of my knowledge, there have been no prior acts, errors, omissions, claims, incidents, situations or unresolved job controversies which could give rise to a claim under the proposed Insurance program.

Due to the claims made nature of Professional Liability insurance, it is prudent to survey your staff and report any claims your firm has received and/or any situations which have the potential to develop into a claim to your insurance carrier prior to the end of the business day on 8/7/2022.

**Signature** *Walter J. Hood, Jr.*  
**Name/Title** *Walter J. Hood, Jr.*  
HOOD DESIGN STUDIO, INC.  
3016 Filbert Street, Suite 2  
Oakland, CA 94608

Date *8/21/22*

# MIAMI BUSINESS TAX RECEIPT

## Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

7363456

**BUSINESS NAME/LOCATION**  
HOOD DESIGN STUDIO INC  
DOING BUSINESS IN DADE  
COUNTY



RECEIPT NO.  
NEW BUSINESS  
7657797



**EXPIRES**  
SEPTEMBER 30, 2023

Must be displayed at place of business  
Pursuant to County Code  
Chapter 8A – Art. 9 & 10

**OWNER**  
HOOD DESIGN STUDIO INC  
C/O WALTER J HOOD PREWS

Employee(s) 21

**SEC. TYPE OF BUSINESS**

213 SERVICE BUSINESS

**PAYMENT RECEIVED  
BY TAX COLLECTOR**  
157.50 06/08/2023  
INT-23-365183

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles – Miami-Dade Code Sec 8a-276.

For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)



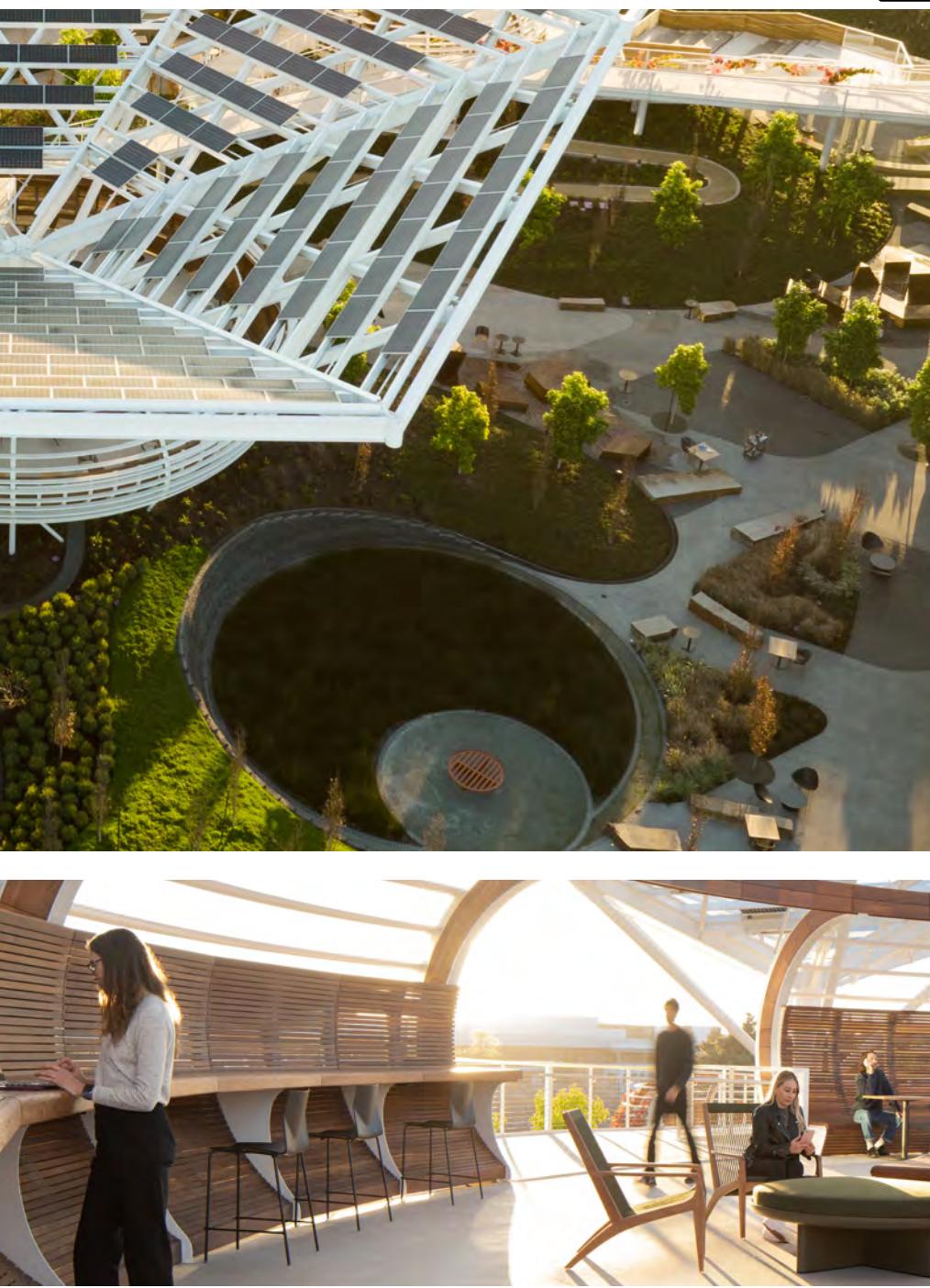
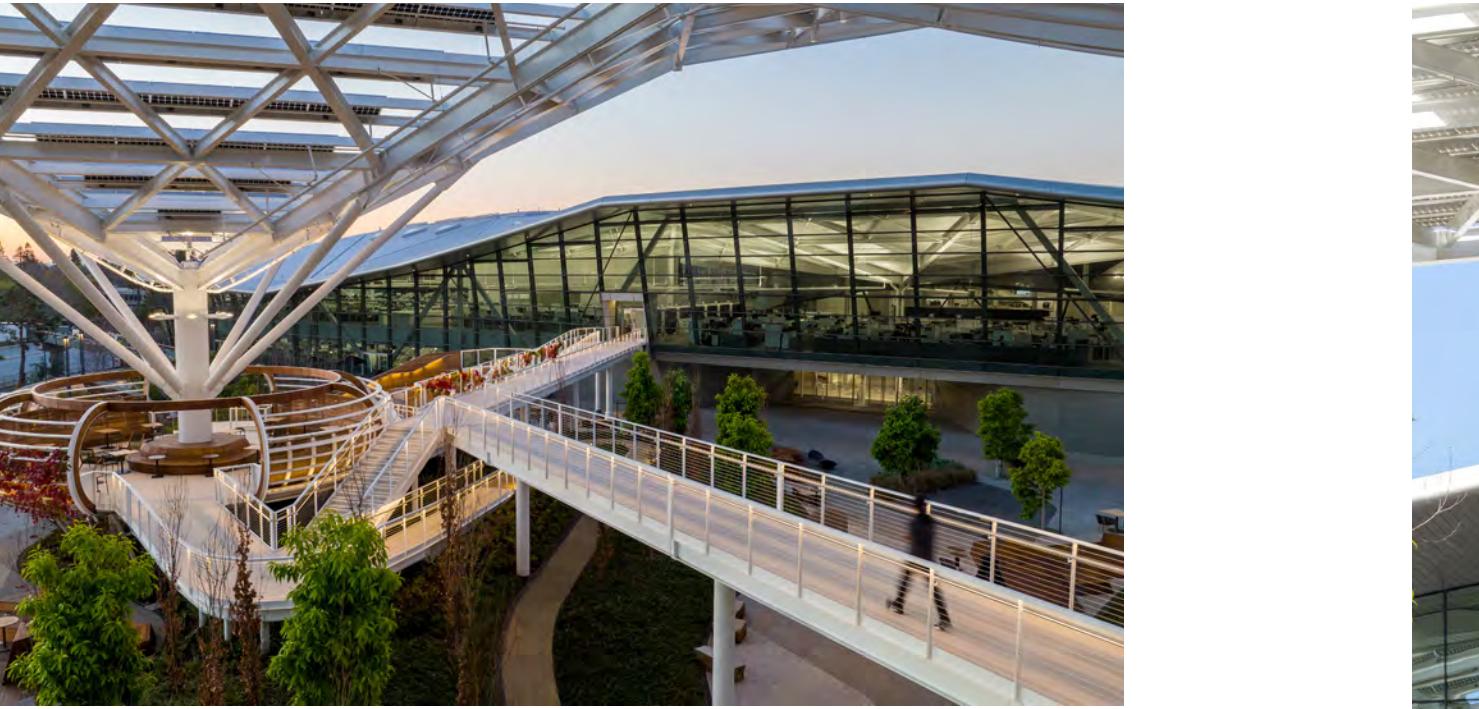
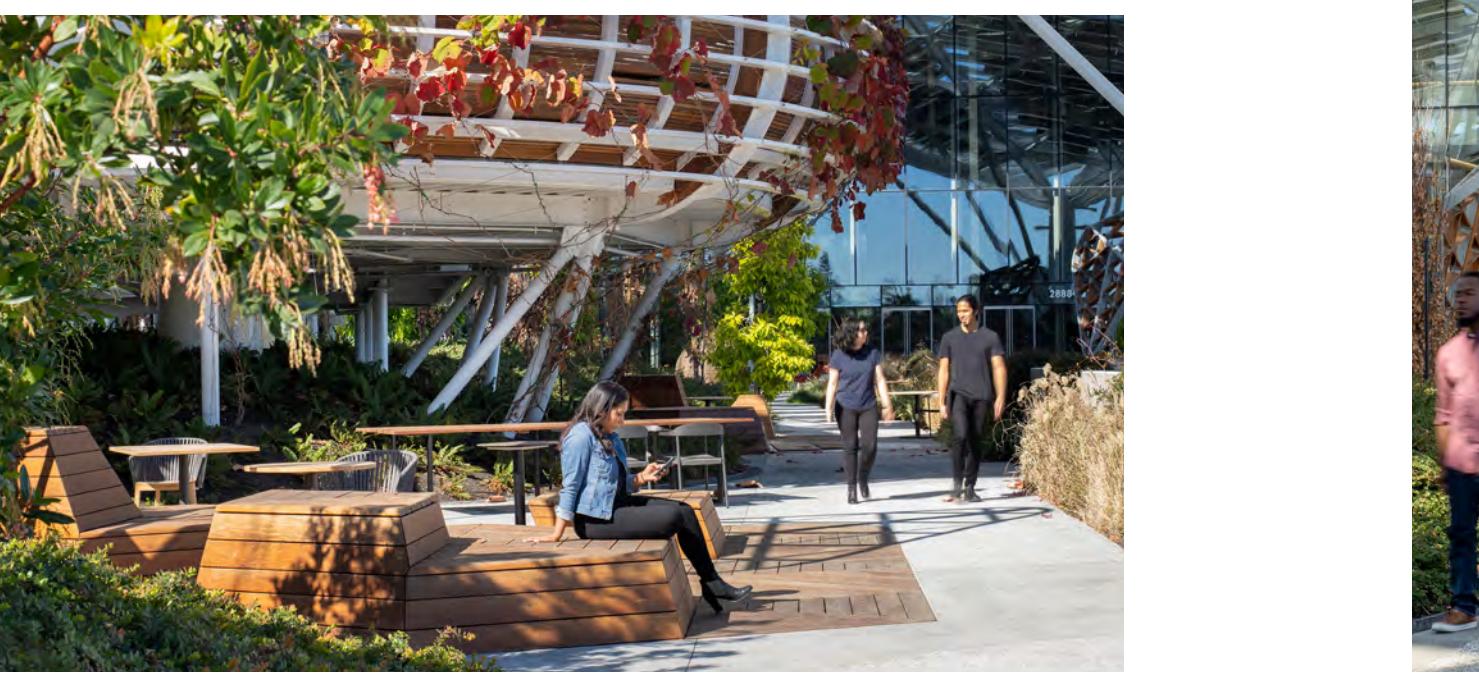
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# NVIDIA CAMPUS

Santa Clara, CA 2022

The NVIDIA campus, situated in Santa Clara, investigates the relationship between inside:outside, workplace: collaboration, and building:landscape. Here the landscape is seen as both apparatus and field as it entangles architecture, dissipates towards the sky and bleeds out to the horizon.

Role: Landscape Architect  
 Client: NVIDIA  
 Size + Cost: 4 acres | \$30M  
 Key Personnel: Walter Hood, Alma Du Solier & Paul Peters



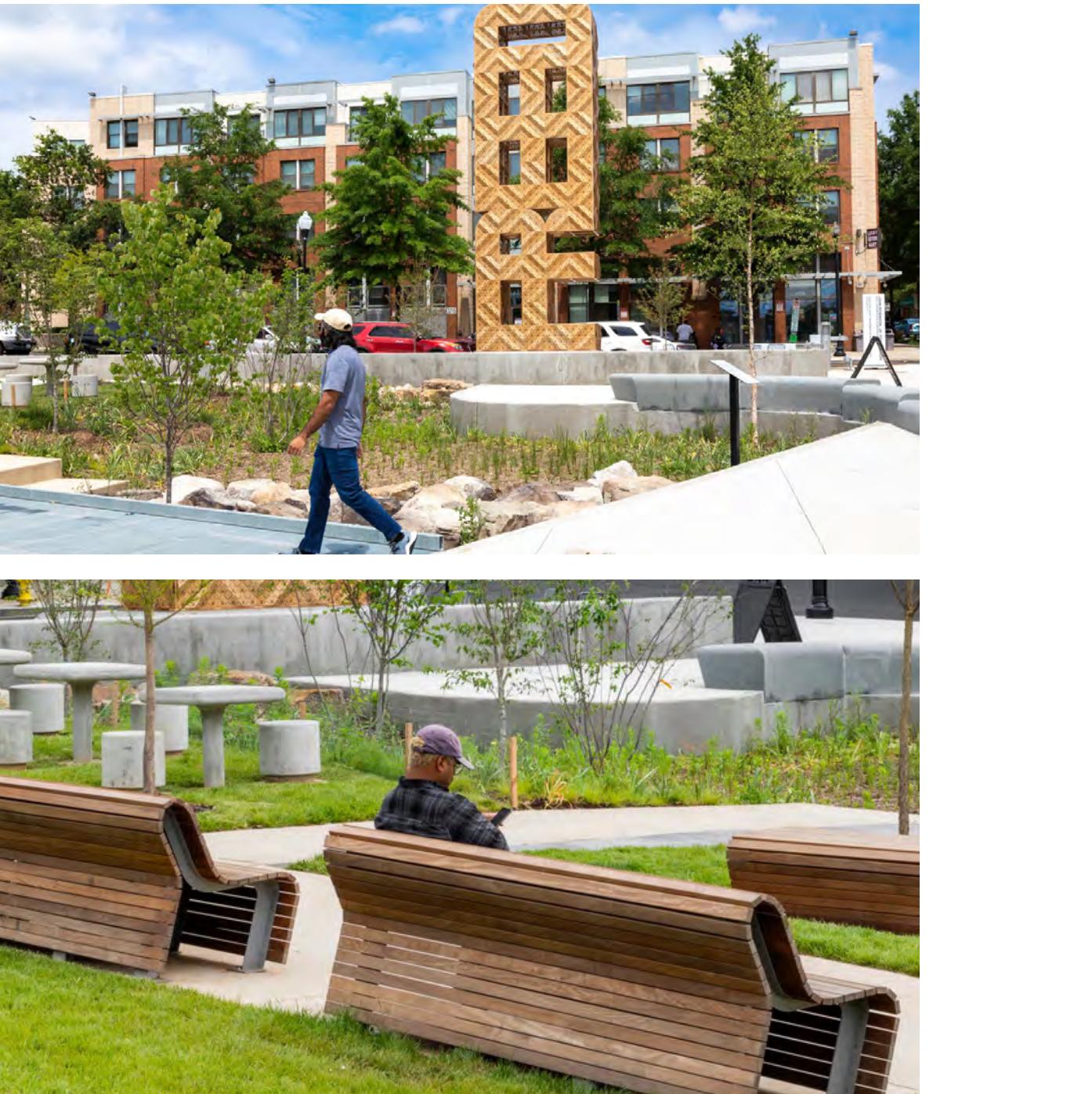
Attachment: File # 15224 - Backup (15224 : Resolution Accepting Selection of Top Ranked Proposer to

# JOHN ROBINSON JR TOWN SQUARE

Arlington, VA 2022

The lush setting of Nauck attracts new residents, increasing property values and changing density and demographics. The project's challenge is to envision and design a place that honors the community's rich history; validating the patterns and practices of current residents.

Role: Landscape Designer  
Client: Arlington County  
Size + Cost: 1 acre | \$2M  
Key Personnel: Walter Hood & Paul Peters

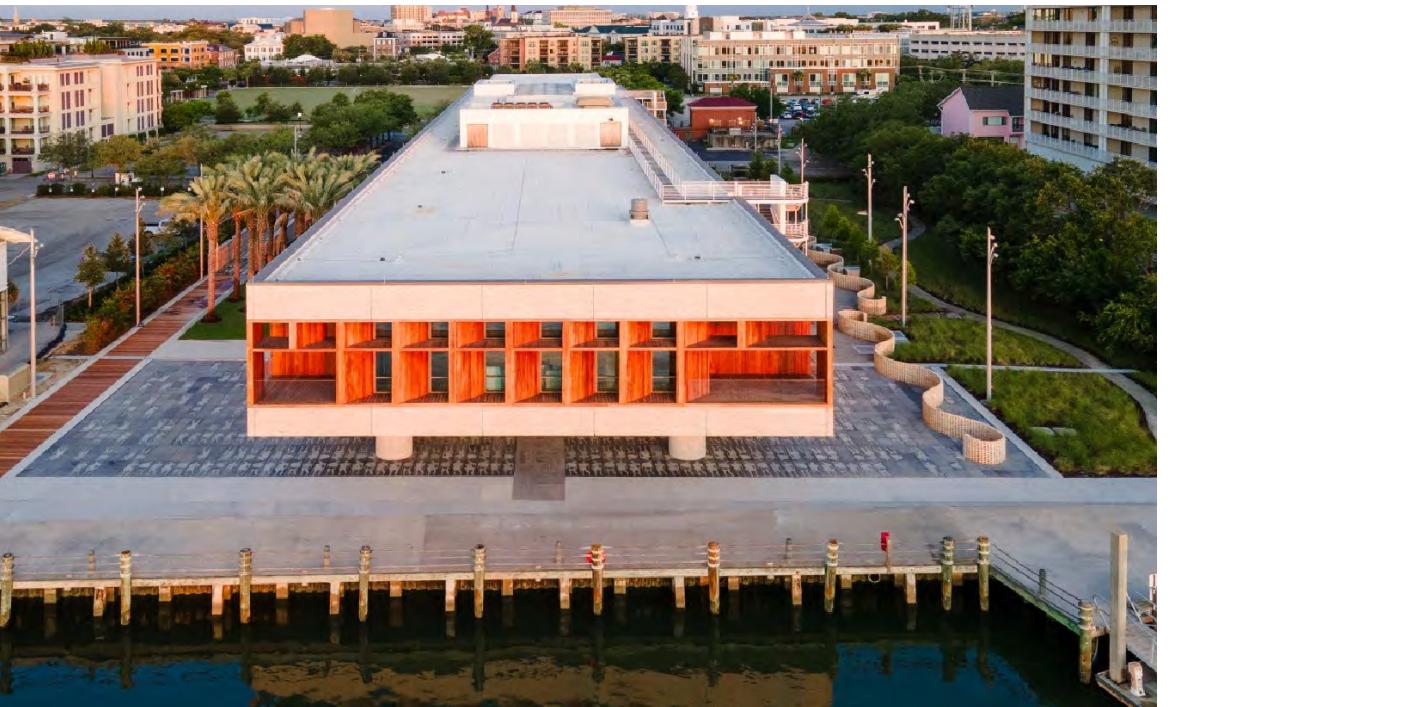


# IAAM

Charleston, SC 2023

The landscape design concept for the International African American Museum is inspired by both the cultural significance of the museum's story and the local landscape of the Carolina lowcountry. The landscape strategy takes cues from the tradition of 'hush harbors'—landscapes where enslaved Africans would gather often in secret, outside the view of slave owners, to freely assemble, share stories and keep traditions from their homeland alive. As many as half of African Americans today have an ancestor who arrived at Gadsden's Wharf from West Africa.

Role: Landscape Designer  
Client: Moody Nolan (Prime)  
Size + Cost: 3 acres | \$4M  
Key Personnel: Walter Hood & Paul Peters

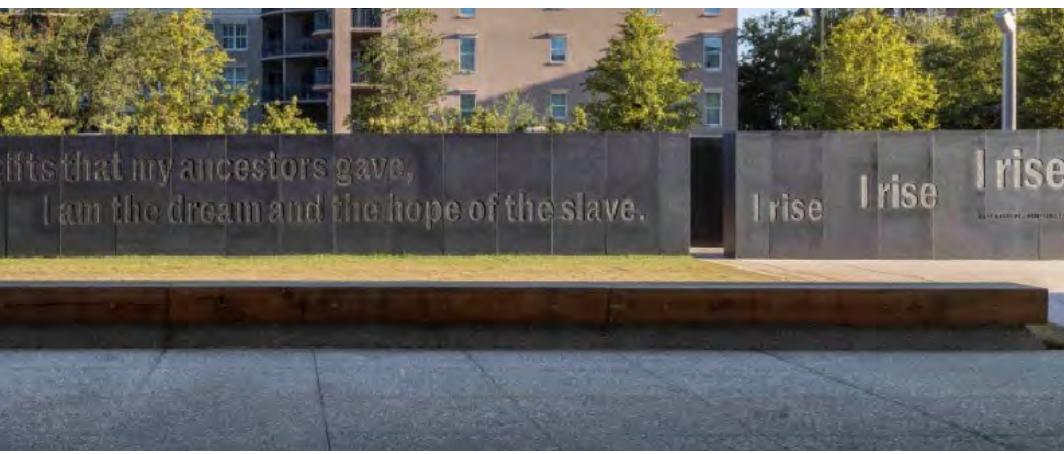


HOOD DESIGN STUDIO



9TH STREET PEDESTRIAN MALL | RFQ - LANDSCAPED ENCLAVE

3.5a



# REFERENCES



Jack Dahlgren  
Sr. Project Manager  
NVIDIA Corporation  
jdahlgren@nvidia.com  
650-703-1516  
June 6, 2023

To Whom It May Concern,

Our experience with Hood Design Studio on the design of the park which is at the heart of our corporate headquarters was extraordinary.

From the initial meetings with Walter Hood in the design competition to win the project, through the completion of the project, Hood Design Studio distanced themselves from the competition through their ability to work with and understand our needs, context and desires. They were challenged to create a landscape to be the center point of our Santa Clara campus and to unify built environment. Their work was influential to the building architects and the resulting campus is more than the sum of the parts.

My experience working with the team was just what you would want. They brought strong ideas, creativity, sensitivity, intelligence, humanity, cooperation and diligence to each interaction and were able to communicate effectively at all levels of the project team from CEO to the workers in the field. We could not ask for a better partner for a project like this.

What particularly impressed me was the depth of thought which went into everything they do. We explored many options and the layers of culture, history, environment, sustainability and aesthetics combined to create a place which engages and delights.

In terms of professionalism and work ethics, Hood Design Studio is unmatched. They are punctual, deliver on their commitments, and maintain a high standard of quality in all their endeavors. They are consistently open to feedback and possess the rare ability to transform critique into effective action and improvement.

I am confident that they will continue to create remarkable, meaningful, and sustainable landscapes in the future and bring exceptional value to any project they undertake.

Should you need further information, please do not hesitate to contact me.

Yours sincerely,

Jack Dahlgren  
jdahlgren@nvidia.com

Todd Hannon, City Clerk  
City of Miami  
Office of the City Clerk  
3500 Pan American Drive, First Floor  
Miami, FL 33133

June 7, 2023

Dear Clerk Hannon,

I am writing to recommend Hood Design Studio, a team of extraordinary landscape architects and designers, for the 9th Street Pedestrian Mall project in Overtown.

In collaboration with Arlington County's Parks and Recreation and Planning Departments, and thanks in part to an Our Town grant from the National Endowment for the Arts, we selected Hood Design Studio to design and oversee the construction of a new community gathering place. John Robinson Jr. Town Square honors aspects of Arlington's African American history as well as a resident leader, after which the park is named. It is approximately one acre in size, cleverly designed to feature a significant storm water management facility necessary for the site, and includes an integrated sculpture entitled *Freedom*.

Over the course of five years, Walter Hood engaged Arlington residents and community leaders in the design process. Watching the team at Hood Design Studio navigate "The Arlington Way," an engagement style characterized by extensive community discourse and consensus building, we witnessed firsthand Walter and his team demonstrate significant empathy for our community. They deeply understand landscape and urban design principles and provide thoughtful and sustainable solutions that adeptly blend aesthetics, storytelling and functionality. Throughout the entire process, Hood Design Studio patiently and respectfully listened to our community members express their needs and desires for this new gathering place while delivering a cohesive, world-class public space.

During the nearly nine years our project took to complete, Walter and his team had the stick-to-itiveness to see every aspect through to completion. I am confident that Hood Design Studio continues to create remarkable, meaningful, and sustainable landscapes and bring exceptional value to any project they undertake.

If you need more information, please do not hesitate to contact me.

Yours sincerely,

Angela Anderson Adams  
Director, Arlington Public Art

aadams@arlingtonva.us | 703.228.3553

Arlington Economic Development  
Cultural Affairs Division  
3700 S Four Mile Run Dr, Arlington, VA 22206  
P 703-228-1850

MOODY NOLAN

June 12, 2023

Robert K. Larrimer, AIA, LEED AP  
Partner, Moody Nolan Inc.  
blarrimer@moodynolan.com  
614-581-3150

To Whom It May Concern,

I strongly recommend Hood Design Studio for planning, landscape design and site artistry. Moody Nolan has recently completed the International African American Museum in Charleston, SC with Hood Design as the landscape architect. This landmark facility, one of the NY Times 50 places to see in 2023, relies heavily on the site design to convey its message as the primary landing point for enslaved Africans imported to North America.

Throughout the design process Hood Design contributed uniquely creative ideas that have been enthusiastically embraced by all who have visited. They began the process with an in-depth analysis of many possible themes that would further the programmatic goals of the Museum, and then followed this up by executing those themes in the site design. I was particularly impressed to see what started out as abstract visionary concepts come to life as the built environment. Their research into the cultural and natural history of the location was instrumental in creating this wonderful new venue in Charleston.

The Hood Design staff were true collaborators in the design process, listening to all stakeholders as the design progressed. Their commitment to the project never wavered despite the lengthy fundraising time the Museum needed to get off the ground. They worked efficiently with the other design professionals, government agencies and community groups, keeping open lines of communication and facilitating smooth project execution.

I am confident that they will continue to create remarkable, meaningful, and sustainable landscapes in the future and bring exceptional value to any project they undertake.

Should you need further information, please do not hesitate to contact me.

Yours Truly  
Moody Nolan Inc.

Robert K. Larrimer, AIA, LEED AP, Partner

# QUALIFICATIONS OF PROPOSER

# QUALIFICATION'S OF PROPOSER'S TEAM



## WALTER HOOD

### Creative Director

#### STUDIO

Hood Design Studio, Inc.  
Oakland, CA | 1992 - Present

#### YEARS OF PROFESSIONAL EXPERIENCE

31+

#### EDUCATION

Master in Fine Arts,  
School of the Art Institute of Chicago

Master in Landscape Architecture and Architecture, UC Berkeley

Bachelor in Landscape Architecture, North Carolina A&T University

#### SELECTED AWARDS

President's Medal Award (Arch League of NY). 2021

Academy Arts + Letters, 2021

Dorothy & Lillian Gish Prize, 2019

MacArthur Fellowship, 2019

Architecture Award, Academy of Arts + Letters, 2017

Goldman Sachs Fellowship, 2011

USA Character Approved, NBC 2011

AIA Collaborative Achievement Award, 2011

Cooper-Hewitt National Design Award, 2009

KQED Black History Month Award, 2009

Walter Hood is the Creative Director and Founder of Hood Design Studio in Oakland, CA. He was a professor at the University of California, Berkeley, and lectures on professional and theoretical projects nationally and internationally. He is currently the Diana Balmori Visiting Professor at the Yale School of Architecture. Hood Design Studio is a tripartite practice, working across art + fabrication, design + landscape, and research + urbanism. This breadth allows an understanding of each place in its scale and context. The resulting urban spaces and their objects act as public sculpture, creating new apertures through which to see the site's surrounding emergent beauty, strangeness, and idiosyncrasies. Walter and his work have been featured in publications including Dwell, The Wall Street Journal, The New York Times, Fast Company, Architectural Digest, Places Journal, and Landscape Architecture Magazine. Walter Hood is also a recipient of the 2017 Academy of Arts and Letters Architecture Award, 2019 Knight Foundation Public Spaces Fellowship, 2019 MacArthur Fellowship, and 2019 Dorothy and Lillian Gish Prize.

#### SELECTED WORKS

##### LANDSCAPE

Youth Arts & Music Center  
International African American Museum  
Yerba Buena Island Hilltop Park  
Lift Ev'ry Voice and Sing Park  
John Robinson Jr. Town Square  
Oakland Museum of California  
NVIDIA Campus Park  
Viaduct Rail Pop-Up Park  
Kapor Center Roof Garden  
Bay View Opera House  
Cooper Hewitt Museum Garden  
The Broad Museum Plaza  
Wildlife Art Sculpture Terrace  
University at Buffalo Solar Strand  
New de Young Museum Gardens

East Palo Alto, CA | In Progress  
Charleston, SC | In progress  
San Francisco, CA | In Progress  
Jacksonville, FL | In Progress  
Arlington, VA | 2022  
Oakland, CA | 2021  
Santa Clara, CA | 2021  
Philadelphia, PA | 2016  
Oakland, CA | 2016  
San Francisco, CA | 2016  
NYC, NY | 2015  
Los Angeles, CA | 2015  
Jackson, WY | 2012  
Buffalo, NY | 2012  
San Francisco, CA | 2005



## YAO LIU

### Designer

Yao joined Hood Design Studio as a project manager of projects in a variety of types and scales. Her current and past practice in landscape architecture, urban design, and urban planning has afforded her experience in commercial complexes, resorts, museums, streetscapes, and parks. Interdisciplinary academic and working experiences in the United States and China have been enriching her vision of creating vibrant urban spaces.

Her design ethos is focused on combining the application of emerging technologies, architectural thinking, and artistic conceptualization in an efficient and creative way, as well as achieving sustainability, presenting aesthetic quality, and expanding the flexibility of spaces as significant parts of future urban experience.

#### STUDIO

Hood Design Studio, Inc.  
Oakland, CA | 2022 - present

Terrain Studio, Design Associate  
San Francisco, CA | 2015 - 2022

#### YEARS OF PROFESSIONAL EXPERIENCE

8+

#### EDUCATION

Master of Landscape Architecture,  
Louisiana State University, Robert Reich School of Landscape Architecture

Bachelor of Science in Ecology + Urban Planning,  
Shenyang Jianzhu University



## SEYMOUR LU

### Designer

Seymour Lu is an architectural designer and landscape architect currently working in California. He graduated from Zhejiang University in China with a Bachelor of Landscape Gardening degree, then obtained a Master's degree from University of California, Berkeley.

His interest revolves around the very essence of architecture, most of his academic works explore reinterpretations of form, space, structure and experience of architecture. His Master Thesis, 'Islands within Islands, Columns beyond Columns' won the Ray Watson Best Project Prize.

He is enthusiastic about different fields of design. Besides architecture and landscape, his works include industrial design, graphic design and social design.

#### STUDIO

Hood Design Studio, Inc.  
Oakland, CA | 2021 - present

Mantle Landscape Architecture, Designer  
Berkeley, CA | 2019- 2020

#### YEARS OF PROFESSIONAL EXPERIENCE

3+

#### EDUCATION

Masters of Landscape Architecture,  
University of California, Berkeley

Bachelor of Arts in Landscape Gardening, Zhejiang University

# QUALIFICATION'S OF PROJECT MANAGER



## PAUL PETERS

Principal

### SELECTED WORKS

#### LANDSCAPE

International African American Museum  
The Landing  
Discovery Place Nature Museum  
Overtown Master Plan  
Lift E'very Voice & Sing Park  
August Wilson House  
Lawndale Line  
John Robinson Jr. Town Square  
Oakland Museum of California  
Nvidia Campus  
EPACenter Arts  
Adams Drive Life Science Campus  
Willow Park

Charleston, SC | In Progress  
East Palo Alto, CA | In Progress  
Charlotte, NC | In Progress  
Overtown, FL | In Progress  
Jacksonville, FL | In Progress  
Pittsburgh, PA | 2022  
Chicago, IL | 2022  
Arlington, VA | 2022  
Oakland, CA | 2021  
Santa Clara, CA | 2021  
East Palo Alto, CA | 2021  
Menlo Park, CA | 2019  
East Palo Alto, CA | 2018

#### URBANISM

Brickline Greenway  
Riverline  
Bronzeville Lakefront  
La Villa Heritage Plan  
Lake Merritt Cultural District  
20th Street Pedestrian Mall  
Taylor Street  
Woodland Park Master Plan  
Rosa Parks Neighborhood Master Plan  
Adeline Corridor Master Plan  
Detroit State Fairgrounds

St Louis, MI | 2022  
Buffalo, NY | 2021  
Chicago, IL | 2020  
Jacksonville, FL | 2020  
Oakland, CA | 2019  
Birmingham, AL | 2017  
San Francisco, CA | 2017  
East Palo Alto, CA | 2016  
Detroit, MI | 2018  
Berkeley, CA | 2017  
Detroit, MI | 2016

Paul Peters joined Hood Design Studio in January 2016. Since joining HDS, Paul has overseen the conceptual design and implementation of several innovative, complex and thought-provoking projects. These include the highly anticipated International African American Museum in Charleston, SC; the renovation of the historic Oakland Museum of California; and Nvidia's new tech campus in Silicon Valley.

Paul's work ranges from community master plans and landscape frameworks to parks, museums, streetscapes and art installations. Paul has an adept ability to work across scales and typologies by employing a layered approach that seeks a hybridized outcome for the landscape. This approach allows for existing communities to be the main driver in the design process while allowing new and latent ecologies and infrastructures to emerge.

#### STUDIO

Hood Design Studio, Inc.  
Oakland, CA | 2016 - present

SWA Group, Landscape Architect  
Laguna Beach, CA | 2014 - 2016

#### YEARS OF PROFESSIONAL EXPERIENCE

18

#### EDUCATION

Master of Landscape Architecture, University of British Columbia

Bachelor of Arts  
Simon Fraser University

#### LICENSURE

State of Washington: #22013621

State of Oregon: #1108

State of North Carolina: #

# TEAM ORGANIZATION CHART

The team proposed within this response represents a blend of creative genius, project management acumen, technical expertise and design production rigor. Dependant upon project size and complexity, this team can grow and adapt. As an intentionally small, ideas focused studio, our project approach includes Principals being integral at all phases of projects, with technical expertise overlayed throughout all phases, even initial design. This ensures design vision is technically informed early in a project and maintains throughout.



#### Walter Hood

Creative Director



#### Paul Peters

Principal in Charge &



#### Yao Liu

Designer



#### Seymour Lu

Designer



# DESIGN PHILOSOPHY

Solar Strand | Buffalo, NY

First-place winner of the University at Buffalo Solar Park Competition: a linear landscape formation and DNA fingerprint. Together water and light merge, harnessing nature's energy from sunlight and hydrological infiltration. The project is the centerpiece in the hybrid landscape. Its form, figuratively a

fingerprint, highlights the campus' goals and objectives for a sustainable future.

A 5000 PV panel array is at once infrastructure (energy production), emergent landscape (hosting diverse array of flora and fauna), and classroom (communicating live information about ecology, weather, and energy output via a web or mobile app).

# DESIGN PHILOSOPHY

Our design philosophy for the 9th Street Pedestrian Mall project in Overtown, Miami, is anchored in the principles of integration, community identity, and sustainability.

## 1. Integration with Context

The design shall ensure seamless integration of the 9th Street Pedestrian Mall with the surrounding areas, including the Black Archives / Lyric Theater, development to the north and south, the train station, and development along 1st Ave. Connectivity and accessibility are at the forefront of our design considerations.

## 2. Celebrating Community Identity

Our design will aim to reflect and celebrate the rich history and culture of the Overtown neighborhood. Through the selection of materials, site sculptures, and spatial programming, we seek to create a space that resonates with the community and becomes a focal point for social interaction.

## 3. Sustainability and Resilience

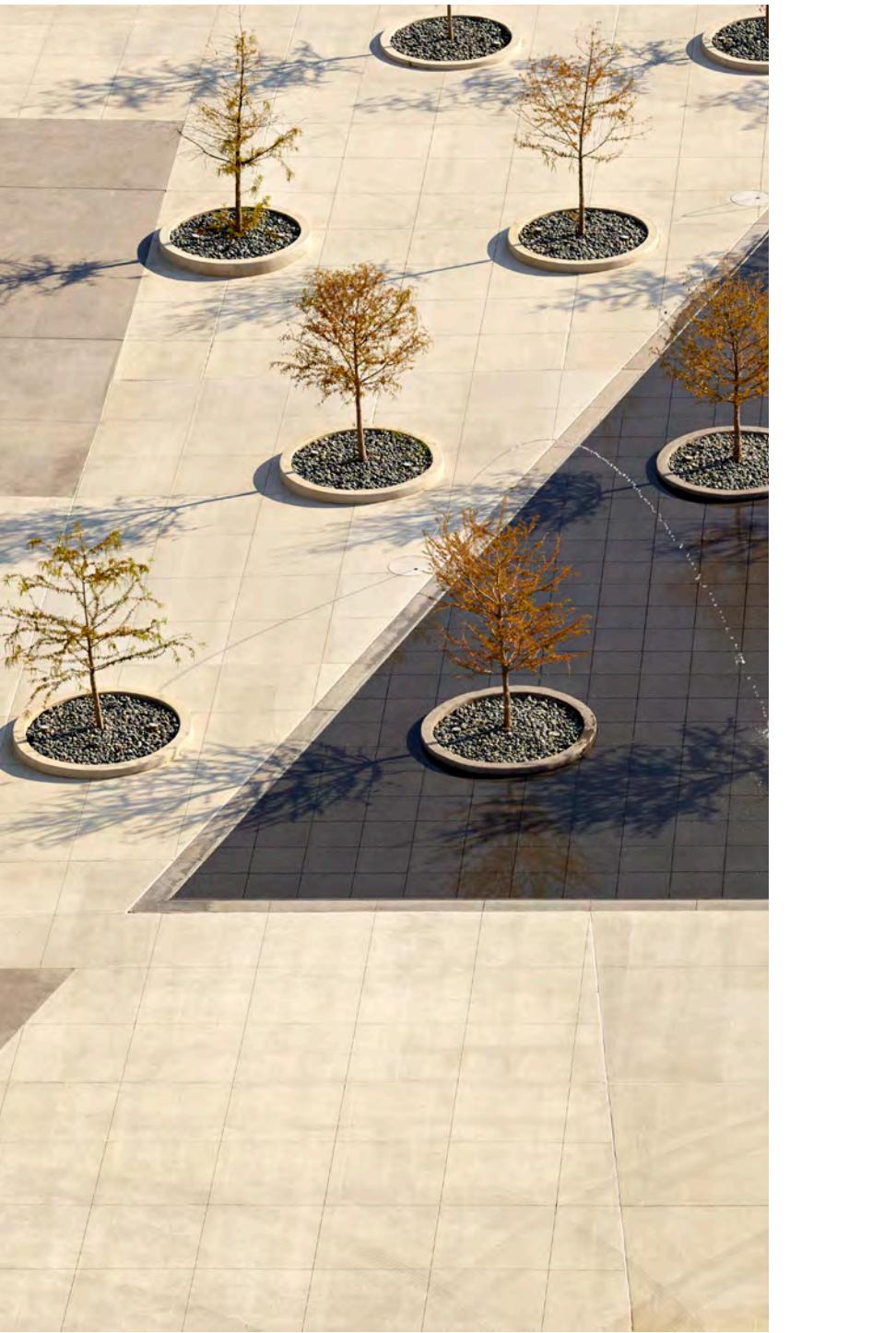
Given Miami's climate, sustainability and resilience are crucial. Our design will incorporate climate-responsive elements, making use of native plants, permeable surfaces, and innovative water management strategies. The choice of materials and fixtures will prioritize durability and low environmental impact.

## 4. Flexibility and Multi-functionality

Recognizing the diverse needs of the community, the design will foster a multifunctional space that can host various events and functions. This flexibility ensures the 9th Street Pedestrian Mall remains a vibrant and relevant civic space for generations.

## 5. User Experience

Focusing on the human scale, the design will prioritize the comfort and experience of the pedestrians. This includes the thoughtful placement of seating, shade, lighting, and other amenities that enhance the pedestrian experience.



# DESIGN PROCESS

## 1. Site Analysis and Kick-off Meeting

We initiate the design process with a comprehensive site analysis, including a physical visit to the site. Engaging with the client and key stakeholders to understand their goals, aspirations, and constraints.

## 2. Initial Ideation

With the site's understanding and project objectives in mind, we'll develop initial ideas. This phase will be highly collaborative, with bi-weekly check-ins with the client to ensure alignment of vision.

## 3. Concept Development and Presentation

Based on feedback, we will refine the initial ideas into a cohesive concept. This includes developing sketches, diagrams, 3D model views, plans, and sections. A draft concept will be presented to the client for feedback.

## 4. Feedback and Finalization

Taking client feedback into account, we will further refine the design. Preparing final renderings, drawings, and a walk-thru animation. This phase ensures that the final concept is aligned with the design philosophy and client's objectives.

## 5. Cost Estimation

In collaboration with Forella Group, we will provide a conceptual level cost estimate. This will aid in understanding the financial implications and feasibility of the proposed design.

## 6. Presentation of Final Concept and Next Steps

A final presentation will be made to the client and stakeholders. This presentation will include the final concept, cost estimates, and a discussion on the next steps moving forward.

## 7. Documentation

The final deliverables will include conceptual diagrams, site plan, site sections, conceptual renderings, walk-thru animation, cost estimate, and a PDF document with a narrative of the landscape concept.

**Hood Design Studio is committed to excellence and innovation in design. We are excited about the potential to transform the 9th Street Pedestrian Mall into a vibrant, inclusive, and sustainable public space that celebrates the heritage of Overtown and serves its community for years to come.**



# TECHNICAL CAPABILITIES

## DESIGN & DRAFTING

Hood Design Studio is a renowned landscape architecture and urban design firm with an exemplary track record in delivering high-quality and innovative design solutions. Our technical proficiency in various tools and software is a testament to our commitment to excellence and innovation. Here's a brief overview of our expertise in AutoCAD, Rhino, Revit, physical modeling, and animation:

### 1. AutoCAD

Our team is adept in AutoCAD, which forms the backbone of our drafting and documentation process. We utilize AutoCAD for precision in creating and editing detailed 2D and 3D drawings. This helps in streamlining the workflow, ensuring accuracy in designs, and facilitating efficient communication with clients and collaborators.

### 2. Rhino (3D Modelling)

Hood Design Studio has extensive experience in using Rhinoceros 3D, or Rhino, for complex surface modeling. Our proficiency in Rhino allows us to create highly detailed and intricate geometric designs which are often essential in landscape architecture. Additionally, we employ Rhino in the early design stages for its flexibility and ease in testing different spatial forms and layouts.

### 3. Revit

Hood Design Studio is well-versed in using Revit for Building Information Modeling (BIM). Our proficiency in Revit allows for more integrated design workflows, combining architectural, structural, and MEP aspects of a project. Through Revit, we create detailed models that facilitate better coordination, simulation, and cost estimation.

### 4. Physical Modeling

We recognize the value of physical modeling as a design tool. Our team is skilled in crafting detailed physical models for projects. These models enable us to study and understand spatial relationships, materiality, and the scale of designs in a tactile manner. Physical models are also invaluable for engaging clients and stakeholders during presentations, bringing the designs into the real world.

### 5. Animation

Our team is proficient in creating captivating animations that bring our designs to life. Through animation, we can simulate different conditions such as lighting, traffic, and human interaction within the designed spaces. These animations play a vital role in presentations and marketing, allowing clients and stakeholders to experience the project before it is built.

**Hood Design Studio's technical proficiency across these tools and mediums underscores our dedication to maintaining cutting-edge capabilities. This enables us to produce designs that are not only visually engaging but also rooted in technical accuracy and efficiency. Our multifaceted approach ensures that we can handle the various complexities and nuances that come with each unique project.**

## SUSTAINABILITY STATEMENT

At Hood Design Studio, we recognize the utmost importance of enhancing the environmental sustainability of our projects, especially considering our frequent involvement in dense urban environments. We approach sustainability not as an obligatory practice but as a fundamental commitment that drives our work.

One of our primary focuses is advocating for the expansion of tree canopy in urban areas to combat the heat island effect. By tirelessly promoting the integration of more trees, we aim to mitigate the adverse impacts of urbanization and create healthier, more livable communities.

To minimize water consumption and support ecological resilience, we prioritize the specification of native and drought-tolerant plants whenever feasible. By consciously selecting vegetation that thrives in local conditions, we reduce the need for excessive irrigation and maintenance, fostering sustainable landscapes.

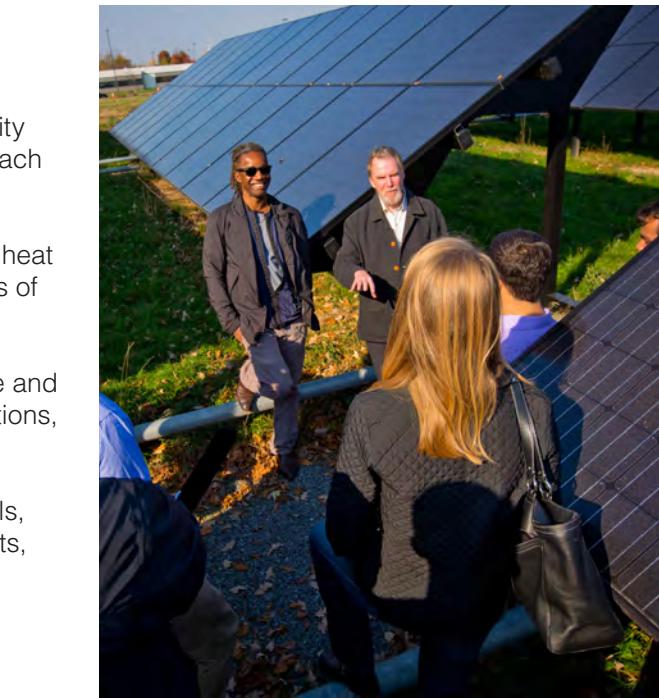
In our pursuit of sustainable construction practices, we actively explore the utilization of recycled materials, with a particular emphasis on concrete. By incorporating recycled materials into new construction projects, we significantly contribute to reducing carbon emissions, advancing the goal of a low-carbon future.

## VALUE ENGINEERING

At Hood Design Studio, value engineering is central to delivering high-quality landscapes within budget. We meticulously analyze design elements and materials, seeking cost-effective alternatives without compromising quality. Engaging with clients, stakeholders, and contractors, we explore innovative solutions and optimize design elements for efficiency and sustainability. By evaluating constructability, setting performance metrics, and maintaining rigorous quality assurance standards, our value engineering process ensures the creation of aesthetically pleasing, functional, and sustainable landscapes that offer long-term value.

## QUALITY CONTROL

Hood Design Studio is committed to implementing stringent quality control and assurance for the 9th Street Pedestrian Mall project in Overtown, Miami. Through regular coordination between various disciplines such as landscaping, architecture, and civil engineering, we ensure that all elements are harmonized and comply with project requirements. We rigorously adhere to industry standards and meticulously ensure conformance to all Miami 21 codes. This encompasses regular reviews, inspections, and documentation throughout the project phases, ensuring a high standard of quality, safety, and compliance for the sustainable development of the Pedestrian Mall.



# ACKNOWLEDGEMENTS

CHRISTINE KING  
Board Chair



JAMES MCQUEEN  
Executive Director

### 6.3 DEBARMENT AND SUSPENSION

#### (a) Authority and requirement to debar and suspend:

After reasonable notice to an actual or prospective contractual party, and after reasonable opportunity to such party to be heard, the SEOPW CRA shall have the authority to debar a contractual party for the causes listed below from consideration for award of SEOPW CRA contracts. The debarment shall be for a period of not fewer than three (3) years. The SEOPW CRA shall also have the authority to suspend a contractor from consideration for award of SEOPW CRA contracts if there is probable cause for debarment. Pending the debarment determination, the authority to debar and suspend contractors shall be exercised in accordance with regulations, which shall be issued by the SEOPW CRA after approval by the SEOPW CRA Board of Commissioners.

#### (b) Causes for debarment or suspension include the following:

- Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract.
- Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty.
- Conviction under state or federal antitrust statutes arising out of the submission of bids or Responses.
- Violation of contract provisions, which is regarded by the SEOPW CRA to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a contract or to perform within the time limits provided in a contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension.
- Debarment or suspension of the contractual party by any federal, state or other governmental entity.
- False certification pursuant to paragraph (c) below.
- Any other cause judged by the SEOPW CRA to be so serious and compelling as to affect the responsibility of the contractual party performing SEOPW CRA contracts.

CHRISTINE KING  
Board Chair



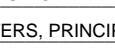
JAMES MCQUEEN  
Executive Director

#### (c) Certification:

All contracts for goods and services, sales, and leases by the SEOPW CRA shall contain a certification that neither the contractual party nor any of its principal owners or personnel has been convicted of any of the violations set forth above or debarred or suspended as set forth in paragraph (b) (5).

The undersigned hereby certifies that neither the contractual party nor any of its principal owners or personnel has been convicted of any of the violations set forth above, or debarred or suspended as set forth in paragraph (b) (5).

Company Name: HOOD DESIGN STUDIO

Signature:  PAUL PETERS, PRINCIPAL

Date: 6/20/2023

CHRISTINE KING  
Board Chair



JAMES MCQUEEN  
Executive Director

CHRISTINE KING  
Board Chair



JAMES MCQUEEN  
Executive Director

### SECTION 6

#### 6.0: RFQ RESPONSE FORMS

##### 6.1a. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM FORM

RFQ No. 23-01: **LANDSCAPE ARCHITECTURE SERVICES  
FOR NW 9TH STREET PEDESTRIAN MALL IMPROVEMENTS**

I acknowledge the receipt and have familiarized myself with all addendums for this RFQ, and certify that I am authorized to sign for the Proposer's firm. Any and all addendums can be found on the SEOPW CRA website by the Response Submission Date. Please print the following and sign your name:

HOOD DESIGN STUDIO

Firm's Name

3016 FILBERT STREET #2 OAKLAND, CA 94608

Principal Business Address

949-491-5149

Telephone

Fax

PAUL@HOODDESIGNSTUDIO.COM

E-mail address

PAUL PETERS

Name

PRINCIPAL

Title

  
Authorized Signature

CHRISTINE KING  
Board Chair



JAMES MCQUEEN  
Executive Director

CHRISTINE KING  
Board Chair



JAMES MCQUEEN  
Executive Director

### CERTIFICATE OF AUTHORITY (IF CORPORATION)

STATE OF

)

) SS:

COUNTY OF

)

I HEREBY CERTIFY that a meeting of the Board of Directors of Hood Design Studio, Inc.

of Alameda County/ City of Oakland, a corporation existing under the laws of the State of California, held on February 15, 2017, and the following resolution was duly passed and adopted:

"RESOLVED, that Walter Hood, Jr., as Sole Stakeholder of the Corporation, be and is hereby authorized to execute the Response dated, June 20, 2023, for submission to the Southeast Overtown / Park West Community Redevelopment Agency, and this Corporation and the execution on its behalf thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 20<sup>th</sup> day of June, 2023.

  
Secretary:

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE

# HOOD

**HOOD DESIGN STUDIO**  
3016 FILBERT ST. STUDIO 2  
OAKLAND, CA 94608  
[hooddesignstudio.com](http://hooddesignstudio.com)

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

**To:** James McQueen  
Executive Director, SEOPW CRA

**From:** Brian Zeltsman, RA  
Director of Architecture & Development,  
SEOPW CRA



**Date:** November 15, 2023

**File:**

**Subject:** RFQ 23-01 Evaluation

**References:**

**Enclosures:** Selection Committee Scoring Sheets;  
Bid Security List

On May 24, 2023, the Southeast Overtown/Park West Community Redevelopment Agency ("SEOPW CRA") issued Request for Qualifications No. 23-01 ("RFQ") for Landscape Architecture Services for NW 9<sup>th</sup> Street Pedestrian Mall Improvements. On June 27, 2023, the SEOPW CRA received responses from the following three (3) firms:

- Hitchcock Design Group
- Hood Design Studio
- Kimley-Horn

On November 14, 2023, a selection committee consisting of: Ms. Paola Baez, Chief, Multimodal Development Section, Transportation Planning and Policy Division, Miami-Dade County Department of Transportation and Public Works; Pastor Alaric Hunter, Senior Pastor, The Historic Mt Zion Missionary Baptist Church; Ms. Maya Jackson, SEOPW CRA; and Mr. Mark Stallworth, SEOPW CRA met at a publicly noticed meeting to evaluate the responses.

Pursuant to the evaluation criteria and procedures outlined in the RFQ, the Selection Committee scored and ranked the responses as follows:

1. Hood Design Studio
2. Kimley-Horn
3. Hitchcock Design Group

**Cc:** Selection Committee members  
Vincent Brown, SEOPW CRA Staff Counsel



## Selection Committee Scoring Sheet

Project: Landscape Architecture Services For  
NW 9th Street Pedestrian Mall  
Improvements

Tuesday, November 14, 2023

Bid Number: RFQ No. 23-01

Score Criteria	Hood Design Studio	Hitchcock Design Group	Kimley-Horn
Proposer's Experience and Qualifications (max 25 points)	25	24	25
Proposer's Team Experience (max 20 points)	19	17	20
Experience of Project Manager (max 15 points)	15	13	15
Design Philosophy and Process (max 25 points)	24	22	23
Technical Capabilities (max 10 points)	9	10	9
References (max 5 points)	4	4	5
<b>Total Score (max 100)</b>	<b>96</b>	<b>90</b>	<b>97</b>

Scored by (print) :

Paola G. Baez

Scored by (sign) :

  
11/17/23

Date:


**Selection Committee Scoring Sheet**

**Project:** Landscape Architecture Services For  
NW 9th Street Pedestrian Mall  
Improvements

Tuesday, November 14, 2023

**Bid Number:** RFQ No. 23-01

Score Criteria	Hood Design Studio	Hitchcock Design Group	Kimley-Horn
Proposer's Experience and Qualifications (max 25 points)	15	5	5
Proposer's Team Experience (max 20 points)	7	6	7
Experience of Project Manager (max 15 points)	5	5	5
Design Philosophy and Process (max 25 points)	10	5	10
Technical Capabilities (max 10 points)	5	2	3
References (max 5 points)	2	1	2
<b>Total Score (max 100)</b>	<b>44</b>	<b>24</b>	<b>32</b>

Scored by (print) :

Alaric K. Hunter

Scored by (sign) :

Date:

11/14/2023



## Selection Committee Scoring Sheet

Project: Landscape Architecture Services For  
NW 9th Street Pedestrian Mall  
Improvements

Tuesday, November 14, 2023

Bid Number: RFQ No. 23-01

Score Criteria	Hood Design Studio	Hitchcock Design Group	Kimley-Horn
Proposer's Experience and Qualifications (max 25 points)	25	26	24
Proposer's Team Experience (max 20 points)	19	12	16
Experience of Project Manager (max 15 points)	15	15	15
Design Philosophy and Process (max 25 points)	25	10	20
Technical Capabilities (max 10 points)	10	4	7
References (max 5 points)	5	5	5
<b>Total Score (max 100)</b>	<b>98</b>	<b>66</b>	<b>87</b>

Scored by (print):

Maya Jackson

Scored by (sign):

Date:

11/14/2023



## Selection Committee Scoring Sheet

Project: Landscape Architecture Services For  
NW 9th Street Pedestrian Mall  
Improvements

Tuesday, November 14, 2023

Bid Number: RFQ No. 23-01

Score Criteria	Hood Design Studio	Hitchcock Design Group	Kimley-Horn
Proposer's Experience and Qualifications (max 25 points)	25	22	23
Proposer's Team Experience (max 20 points)	19	10	12
Experience of Project Manager (max 15 points)	15	9	9
Design Philosophy and Process (max 25 points)	25	20	20
Technical Capabilities (max 10 points)	10	7	8
References (max 5 points)	5	4	4
<b>Total Score (max 100)</b>	<b>99</b>	<b>72</b>	<b>76</b>

Scored by (print):

Mark Stallworth

Scored by (sign):

Date:

11/14/2023



**Southeast Overtown/Park West Community Redevelopment Agency  
Meeting Sign-In-Sheet**

**MEETING:** RFQ 23-01 SELECTION COMMITTEE MEETING

**DATE:** TUESDAY, NOVEMBER 14, 2023

	FIRST NAME	LAST NAME	ADDRESS	PHONE	EMAIL
1	Maya	Jackson	819 NW 2nd Ave Miami, FL 33136	305-679-6800	maya.jackson@miamigov.com
2	Mark	Stallworth	819 NW 2nd Ave, 3rd flr Miami, FL 33136	305-679-4800	M.Stallworth@miamigov.com
3	Paola	Baez		305-905-2119	paola.baez@miamidade.gov
4	Alarie	Hunter	301 NW 9th St. Miami, FL	910-476-2772	alarie.hunter@smail
5	George	Puig	2 Alhambra Plaza Suite 500 Coral Gables, FL 33134	305-673-2025	george.puig@kinley-harr
6					2025
7					
8					
9					
10					
11					
12					
13					
14					
15					

**CITY OF MIAMI OFFICE OF THE CITY CLERK**  
**BID SECURITY LIST**

**BID ITEM:** Landscape Architecture Services for NW 9th Street Pedestrian Mall

**BID NUMBER:** RFQ 23-01

**DATE BID OPENED: June 27, 2023      TIME: 11:00 a.m.**

Dorothy Hutchins

Received (3) bid(s) on behalf: Southeast Overtown/Park West CRA

Person Receiving Bid(s)

City Department

On: 6-27-23  
Today's Date

PREPARED BY: Deputy City Clerk  
Deputy City Clerk