

# **City of Miami**

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



## **Meeting Agenda**

**Thursday, June 27, 2024**

**10:00 AM**

**City Hall  
3500 Pan American Drive  
Miami, FL 33133**

## **SEOPW Community Redevelopment Agency**

*Christine King, Chair, District Five  
Miguel Angel Gabela, Board Member, District One  
Damian Pardo, Board Member, District Two  
Joe Carollo, Board Member, District Three  
Manolo Reyes, Board Member, District Four*

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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****MINUTES APPROVAL**

1. Thursday, April 11, 2024
2. Thursday, May 23, 2024

**CRA RESOLUTION****1. CRA RESOLUTION****16080**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA"), BY A FOUR-FIFTHS (4/5THS) AFFIRMATIVE VOTE, AFTER AN ADVERTISED PUBLIC HEARING, RATIFYING, APPROVING, AND CONFIRMING THE EXECUTIVE DIRECTOR'S RECOMMENDATION AND FINDING THAT COMPETITIVE NEGOTIATION METHODS AND PROCEDURES ARE NOT PRACTICABLE OR ADVANTAGEOUS, PURSUANT TO SECTIONS 18-85 OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED ("CITY CODE"), AS ADOPTED BY THE SEOPW CRA, TO SUPPORT CONSTRUCTION AND DEVELOPMENT AT THE GROOVIN' BEAN, LLC, A FLORIDA LIMITED LIABILITY COMPANY ("GROOVIN' BEAN"), COFFEE SHOP LOCATED AT 801 N.W. 3RD AVENUE, UNIT 104, MIAMI, FLORIDA 33136, AND 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 CORRESPONDING ACCOUNT NO., IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$50,000.00) ("FUNDS"); 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 PURPOSE STATED HEREIN; PROVIDING FOR INCORPORATION OF RECITALS, AND PROVIDING FOR AN EFFECTIVE DATE.

File # 16080 - Backup  
File # 16080 - Bid Waiver Memo  
File # 16080 - Notice to the Public

**2. CRA RESOLUTION****16200**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA") AUTHORIZING THE EXECUTIVE DIRECTOR TO ALLOCATE A GRANT IN AN AMOUNT NOT TO EXCEED SIXTY THOUSAND DOLLARS AND ZERO CENTS (\$60,000.00) ("FUNDS"), TO THE LIBERTY CITY COMMUNITY REVITALIZATION TRUST, A LIMITED AGENCY AND INSTRUMENTALITY OF THE CITY OF MIAMI ("CITY"), ESTABLISHED IN 2006 PURSUANT TO CITY ORDINANCE NO. 12859 ("LIBERTY CITY TRUST"), TO ASSIST WITH THE YOUTH EMPLOYMENT PROGRAM ("PROGRAM"), WHICH PROVIDES EMPLOYABILITY AND FINANCIAL MANAGEMENT SKILLS TO LOW-INCOME AND AT-RISK YOUTH ("PURPOSE"); FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AN AGREEMENT, INCLUDING ANY AND ALL DOCUMENTS NECESSARY, ALL IN FORMS ACCEPTABLE TO COUNSEL FOR THE ALLOCATION OF THE FUNDS TO FURTHER THE PURPOSE OF THE PROGRAM; PROVIDING FOR THE INCORPORATION OF THE RECITALS AND AN EFFECTIVE DATE.

File # 16200 - Backup

**3. CRA RESOLUTION****16201**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA"), WITH ATTACHMENT(S), RATIFYING AND AUTHORIZING A REVOCABLE LICENSE AGREEMENT, ATTACHED AND INCORPORATED HEREIN (EXHIBIT "A"), FOR THE USE OF PROPERTY AT 1141 NW 3 AVENUE, 234 NW 12 STREET, 242 NW 12 STREET, AND FOLIO NUMBER 01-3136-037-0500, MIAMI, FLORIDA 33136 (THE "PROPERTIES"), WITH BULLTECH MIAMI LLC, A FLORIDA LIMITED LIABILITY COMPANY (THE "LICENSEE"); FURTHER RATIFYING AND 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 # 16201 - Exhibit A

**ADJOURNMENT**

SEOPW Board of Commissioners Meeting  
June 27, 2024

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

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To: Board Chair Christine King and Date: June 20, 2024 File: 16080  
Members of the CRA Board



Subject: 4/5ths Bid Waiver to Groovin' Bean,  
LLC.

From: James McQueen  
Executive Director

Enclosures: File # 16080 - Backup  
File # 16080 - Bid Waiver Memo  
File # 16080 - 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”), 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; Groovin’ Bean, LLC., a Florida limited liability company (“Groovin’ Bean”) is requesting Fifty Thousand Dollars and Zero Cents (\$50,000.00) (“Funds”) to support construction and development at Groovin’ Bean coffee shop located at 801 N.W. 3<sup>rd</sup> Avenue, Unit 104, Miami, Florida, 33136. Within the Overtown community Groovin’ Bean has fostered meaningful connections among its patrons and as a small business is experiencing challenges due to a shift in consumer behavior.

**JUSTIFICATION:**

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

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

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

Further, Section 2, Principle 6, of the Plan provides that to “address and improve the neighborhood economy and expand the economic opportunities of present and future residents ...” as a stated redevelopment principle.

**FUNDING:**

\$50,000.00 allocated as follows:

\$40,000.00 - Non TIF funds – Other Current Charge and Obligations,  
Account No.10050.920101.549000.0000.00000.

\$10,000.00 - Other Grants and Aids,  
Account No. 10050.920101.883000.0000.00000

**FACT SHEET:**

**Company name:** Groovin' Bean, LLC.

**Address:** 801 N.W. 3<sup>rd</sup> Avenue, Unit 104, Miami, Florida, 33136.

**Funding request:** \$50,000.00.

**Scope of work or services (Summary):** Groovin' Bean coffee shop is requesting funds to support construction and development.

**AGENDA ITEM  
FINANCIAL INFORMATION FORM**

**SEOPW CRA**

**CRA Board Meeting Date:** June 27, 2024

**CRA Section:**

**Brief description of CRA Agenda Item:**

Authorizing the Executive Director to disburse funds in an amount not to exceed \$50,000.00 to support construction and development at Groovin' Bean Coffee shop located at 801 NW 3<sup>rd</sup> Ave, Unit 104, Miami, FL 33136.

Project Number (if applicable):

YES, there are sufficient funds in Line Item:

Account Code: <u>10051.920101.883000.0000.00000</u>	Amount: <u>\$40,000.00NTIF</u>
<u>10050.920101.883000.0000.00000</u>	Amount: <u>\$10,000.00TIF</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		\$

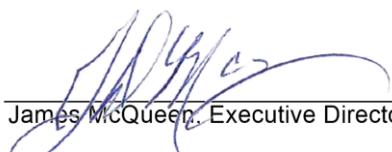
Comments:

Approved by:



James McQueen, Executive Director

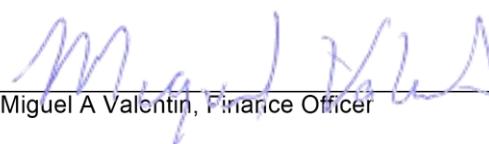
6/6/2024



James McQueen, Executive Director

6/20/2024

Approval:



Miguel A. Valentin, Finance Officer

6/6/2024



Miguel A. Valentin, Finance Officer

6/20/2024



# Southeast Overtown/Park West Community Redevelopment Agency

File Type: CRA Resolution

Enactment Number:

File Number: 16080

Final Action Date:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA"), BY A FOUR-FIFTHS (4/5THS) AFFIRMATIVE VOTE, AFTER AN ADVERTISED PUBLIC HEARING, RATIFYING, APPROVING, AND CONFIRMING THE EXECUTIVE DIRECTOR'S RECOMMENDATION AND FINDING THAT COMPETITIVE NEGOTIATION METHODS AND PROCEDURES ARE NOT PRACTICABLE OR ADVANTAGEOUS, PURSUANT TO SECTIONS 18-85 OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED ("CITY CODE"), AS ADOPTED BY THE SEOPW CRA, TO SUPPORT CONSTRUCTION AND DEVELOPMENT AT THE GROOVIN' BEAN, LLC, A FLORIDA LIMITED LIABILITY COMPANY ("GROOVIN' BEAN"), COFFEE SHOP LOCATED AT 801 N.W. 3RD AVENUE, UNIT 104, MIAMI, FLORIDA 33136, AND 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 CORRESPONDING ACCOUNT NO., IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$50,000.00) ("FUNDS"); 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 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, Goals 4, of the Plan, "creat[ion of] jobs within the community" as stated redevelopment goals; and

WHEREAS, Section 2, Goals 6, of the Plan, "improving quality of life for residents" as stated redevelopment goals; and

WHEREAS, Section 2, Principles 6, of the Plan, “address and improve the neighborhood economy and expand the economic opportunities of present and future residents and businesses,” as stated redevelopment principles; and

WHEREAS, Groovin’ Bean, LLC, a Florida limited liability company (“Groovin’ Bean”), is requesting Fifty Thousand Dollars and Zero Cents (\$50,000.00) (“Funds”) to support the development and construction buildout of the Groovin’ Bean coffee shop located at 801 N.W. 3<sup>rd</sup> Avenue, Unit 104, Miami, Florida, 33136; and

WHEREAS, the Groovin’ Bean coffee shop provides a location where individuals can connect with the community and enjoy innovations with handcrafted beverages, freshly prepared food, selections of events, workshops, and live performances; and

WHEREAS, within the Overtown community, Groovin’ Bean has fostered meaningful connections among its patrons and as a small business is experiencing challenges due to a shift in consumer behavior; and

WHEREAS, the requested Funds will be used towards the construction and development which will allow the Groovin’ Bean coffee shop to adapt and grow; and

WHEREAS, the Board of Commissioners wishes to authorize funding in an amount not to exceed Fifty Thousand Dollars and Zero Cents (\$50,000.00) (“Funds”) to Groovin’ Bean for the purpose stated herein; and

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

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

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

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

Section 2. By a four-fifths (4/5<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 of the City Code, as adopted by the SEOPW CRA, to support construction and development at the Groovin’ Bean, LLC, a Florida limited liability company (“Groovin’ Bean”), coffee shop located at 801 N.W. 3<sup>rd</sup> Avenue, Unit 104, Miami, Florida 33136 , and waiving the requirements for said procedures is hereby 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 corresponding Account No. in an amount not to exceed Fifty Thousand Dollars and Zero Cents (\$50,000.00) ("Funds").

Section 4. The Executive Director is authorized<sup>1</sup> to negotiate and execute an agreement, including any and all necessary documents, 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 for public hearing, by filing a corrected copy of same with the City of Miami City Clerk.

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Vincent T. Brown, Staff Counsel

6/20/2024



Vincent T. Brown, Staff Counsel

6/6/2024

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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 City Code provisions, as adopted by the SEOPW CRA.

Keon Lewis  
Owner Operator  
Groovin' Bean Coffeeshop  
801 NW 3 Ave Unit 104  
Miami, FL  
KeonL2@yahoo.com  
305-479-7952  
April 11, 2024

Community Revitalization Association SEOPW CRA  
James McQueen, Director  
819 NW 2nd Ave  
Miami, FL 33136

James McQueen:

I hope this letter finds you in good spirits. I am writing to you on behalf of Groovin' Bean Coffeeshop, a cherished establishment in our community, to request financial support in the amount of \$50,000.

Groovin' Bean has been an integral part of our neighborhood for 6 years, serving as more than just a coffee shop but as a vital gathering place where individuals come together to connect, create, and find solace in community. Over the years, we have worked tirelessly to cultivate a welcoming atmosphere and provide top-quality products and services to our patrons.

However, like many small businesses, Groovin' Bean has faced significant challenges, exacerbated by recent economic downturns, and shifts in consumer behavior. Despite our best efforts to adapt and innovate, we find ourselves in need of financial assistance to ensure the sustainability and growth of our beloved establishment.

We are requesting \$50,000 to support the following key initiatives:

**Operational Stability:** Your generous contribution will help us cover essential operating expenses, including rent, utilities, payroll, and inventory costs. By alleviating this financial burden, we can focus our efforts on providing the best possible experience for our customers and sustaining our day-to-day operations.

**Marketing and Promotion:** To attract new customers and retain existing ones, it is essential that we invest in marketing and promotional efforts. Your support will enable us to launch targeted marketing campaigns, develop engaging content, and leverage social media platforms to raise awareness of Groovin' Bean and drive foot traffic to our establishment.

**Equipment Upgrades and Maintenance:** As our equipment ages, it becomes increasingly important to invest in upgrades and maintenance to ensure smooth operations and maintain product quality. Your

contribution will allow us to invest in new espresso machines, coffee grinders, brewing equipment, and other essential tools to enhance efficiency and consistency in our operations.

**Community Engagement and Events:** Groovin' Bean is more than just a coffee shop - it is a vibrant community hub where individuals come together to connect, collaborate, and celebrate. Your support will enable us to continue hosting events, workshops, and live performances that enrich the cultural fabric of our neighborhood and foster meaningful connections among our patrons.

We recognize the significance of the amount we are requesting and assure you that every dollar will be used judiciously and with the utmost care. We are committed to transparency and accountability in our financial management practices, and we would be happy to provide detailed information on how the funds will be allocated and utilized.

In return for your generous support, we would be honored to recognize your contribution through various channels, including signage in our establishment, social media shoutouts, and mentions in our marketing materials. Additionally, we would be happy to explore opportunities for collaboration or partnership that align with your organization's goals and objectives.

We understand that these are challenging times for everyone, and we are deeply grateful for your consideration of our request. Your support would not only provide much-needed financial assistance to Groovin' Bean but would also reaffirm your commitment to supporting small businesses and strengthening our local community.

Thank you for your time, attention, and support. Should you have any questions or require further information, please do not hesitate to contact me directly at 305-479-7952 or KeonL2@yahoo.com. We look forward to the possibility of partnering with you to ensure the continued success and vibrancy of Groovin' Bean Coffeeshop.

A handwritten signature in blue ink, appearing to read "Keon L. Lewis". The signature is fluid and cursive, with a large oval flourish around the end of the name.

Owner

Groovin' Bean Coffeeshop

## Groovin' Bean: Brewing the Rhythm of Community

In the heart of Overtown, nestled amongst the bustling streets and vibrant culture, lies a haven where the aroma of freshly brewed coffee dances through the air. Groovin' Bean, a cornerstone of this urban landscape, has been serving up more than just caffeine for the past two decades. As we delve into the rich tapestry of its past and present, we unravel the story of a coffeehouse that has become synonymous with community, creativity, and of course, great coffee.

The inception of Groovin' Bean traces back to the early 2018, a time when coffee culture was beginning to take root in cities across the globe. In 2018, inspired by the burgeoning scene and a passion for bringing people together in Overtown, founders Keon and Monique opened the doors to their dream—a cozy, eclectic coffee shop where individuals could gather, connect, and find respite from the daily grind. Located in a renovated historic building, Groovin' Bean quickly became a hub for artists, musicians, students, and professionals alike.

In its early years, Groovin' Bean distinguished itself not only through its carefully crafted espresso beverages but also through its commitment to showcasing local talent. Open mic nights, art exhibitions, and live music performances transformed the space into a platform for creativity and expression. The walls adorned with paintings from neighborhood artists and the air filled with the soulful melodies of emerging musicians, Groovin' Bean transcended the role of a mere coffeehouse, evolving into a cultural landmark within the community.

As the years passed, Groovin' Bean continued to evolve, adapting to the changing tastes and preferences of its clientele. While remaining true to its roots of fostering community and creativity, the coffee shop expanded its menu to include an array of specialty drinks, pastries, and light fare. With an emphasis on quality ingredients and sustainable practices, Groovin' Bean earned a reputation not only for its exceptional coffee but also for its commitment to social responsibility.

Today, as Groovin' Bean celebrates its 6th year in business, it stands as a testament to the enduring power of community and collaboration. The coffee shop continues to serve as a gathering place for people from all walks of life, fostering connections and conversations that transcend boundaries. Whether it's a group of friends catching up over lattes, a local artist showcasing their latest work, or a musician serenading the crowd with acoustic melodies, Groovin' Bean remains a beacon of warmth and inclusivity in an ever-changing world.

Looking ahead, Groovin' Bean remains committed to its core values while embracing new opportunities for growth and innovation. With plans to expand its reach through online sales and community outreach initiatives, the coffee shop seeks to deepen its impact and reach an even wider audience. As it embarks on the next chapter of its journey, Groovin' Bean remains steadfast in its mission to brew not only great coffee but also the rhythm of community.

In conclusion, Groovin' Bean's journey from its humble beginnings in 2018 to its current status as a beloved institution is a testament to the enduring appeal of community, creativity, and quality. For 6 years, this coffeehouse has served as more than just a place to grab a cup of coffee—it's been a gathering place, a stage for local talent, and a cornerstone of the neighborhood. As it looks to the future, Groovin' Bean remains committed to its roots while embracing new opportunities for growth and

innovation. With its rich history and unwavering dedication to its patron's, Groovin' Bean is poised to continue brewing the rhythm of community for years to come.

Groovin' Bean Company's goals can be summarized as follows:

1. Community Engagement: Groovin' Bean aims to foster a sense of community by providing a welcoming space where individuals can connect, collaborate, and build relationships. The company strives to be more than just a coffee shop, serving as a cultural hub and a catalyst for meaningful interactions within the neighborhood.
2. Quality and Excellence: Groovin' Bean is committed to delivering exceptional quality in every aspect of its operation, from the sourcing of its coffee beans to the preparation of its food and beverages. The company prioritizes excellence and consistency to ensure that customers receive the highest standard of products and service.
3. Creativity and Innovation: Groovin' Bean seeks to inspire creativity and innovation by offering a diverse range of experiences and activities, including open mic nights, art exhibitions, and live music performances. The company aims to provide a platform for local talent to showcase their skills and contribute to the vibrant cultural scene of the community.
4. Social Responsibility: Groovin' Bean is dedicated to making a positive impact on both the community and the environment. The company supports local farmers and suppliers, practices environmentally sustainable methods, and strives to give back to the community through various initiatives and partnerships.

Overall, Groovin' Bean Company's goals revolve around creating a welcoming and inclusive space, delivering high-quality products and experiences, fostering creativity and innovation, and upholding values of social responsibility and sustainability.

The proven success of Groovin' Bean Coffeeshop can be attributed to a combination of factors that have consistently resonated with its clientele and contributed to its enduring popularity and impact within the community. From its inception, Groovin' Bean has prioritized several key elements that have been instrumental in shaping its success story.

First and foremost, Groovin' Bean has cultivated a strong sense of community. From the beginning, the coffee shop has served as a gathering place where individuals from diverse backgrounds can come together, connect, and engage in meaningful interactions. By fostering a welcoming and inclusive environment, Groovin' Bean has created a sense of belonging for its patrons, many of whom have formed lasting friendships and relationships within its walls. This emphasis on community has not only contributed to customer loyalty but has also helped to establish Groovin' Bean as a cultural hub within the neighborhood.

Additionally, Groovin' Bean has differentiated itself through its commitment to quality. From the beans sourced for its coffee to the ingredients used in its food offerings, the coffee shop has consistently prioritized excellence in every aspect of its operation. By offering high-quality, handcrafted beverages and freshly prepared food items, Groovin' Bean has earned a reputation for excellence that has helped to distinguish it from competitors. This dedication to quality has not only resulted in satisfied customers but has also contributed to positive word-of-mouth recommendations and repeat business.

Another key factor in Groovin' Bean's success is its focus on creativity and innovation. From its rotating selection of specialty drinks to its ever-changing lineup of events and activities, the coffee shop is constantly introducing new and exciting experiences for its patrons. Whether it's hosting open mic nights, art exhibitions, or live music performances, Groovin' Bean provides a platform for local talent to showcase their skills and connect with the community. This emphasis on creativity and innovation not only keeps customers coming back for more but also helps to reinforce the coffee shop's reputation as a dynamic and vibrant destination.

Furthermore, Groovin' Bean has embraced social responsibility as a core value. From its support of local farmers and suppliers to its commitment to environmentally sustainable practices, the coffee shop strives to make a positive impact on both the community and the planet. By aligning its business practices with ethical and sustainable principles, Groovin' Bean has earned the trust and respect of its customers, many of whom appreciate the coffee shop's efforts to make a difference in the world.

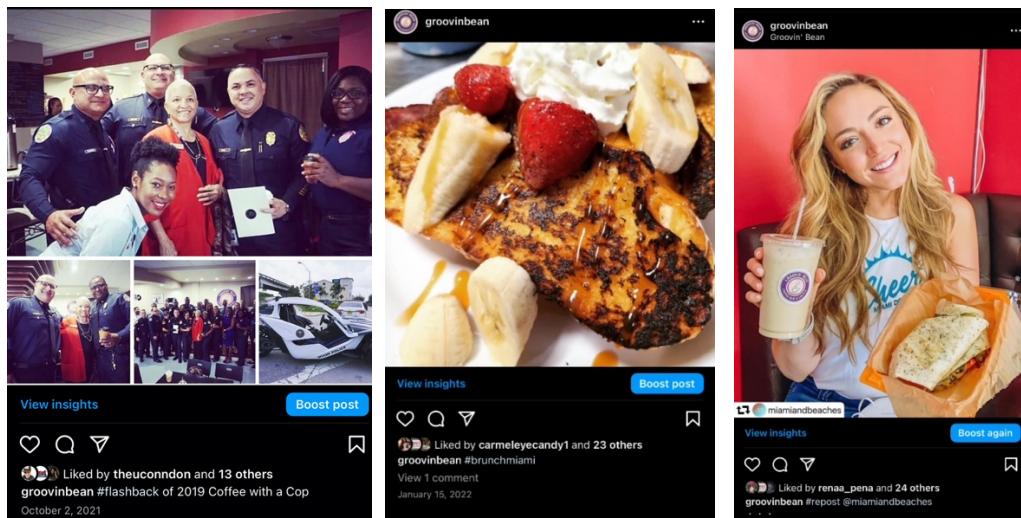
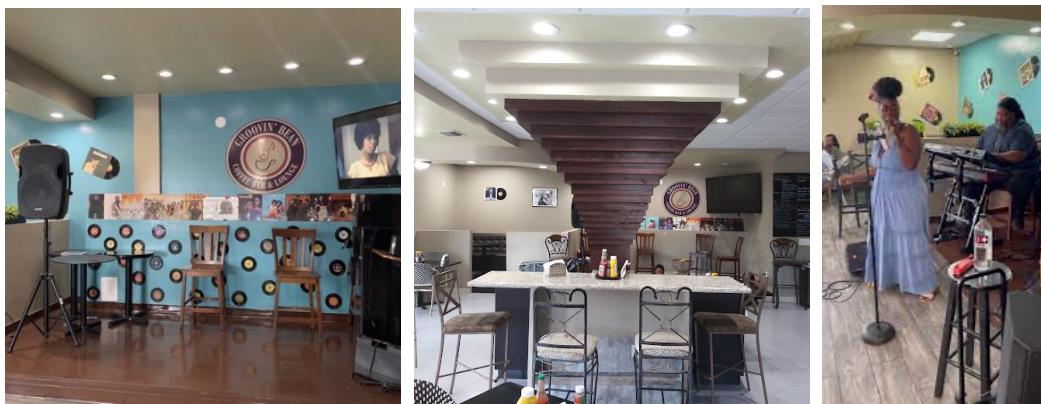
In conclusion, the proven success of Groovin' Bean Coffeeshop can be attributed to its strong sense of community, commitment to quality, focus on creativity and innovation, and dedication to social responsibility. By prioritizing these key elements, the coffee shop has not only established itself as a beloved institution within the neighborhood but has also earned a loyal following of customers who value its unique blend of hospitality, excellence, and integrity. As it continues to evolve and grow, Groovin' Bean remains poised to build on its success and make an even greater impact in the years to come.

## Groovin' Bean

## Pre opening Exp

Reimbursement to Landlord	\$20,000	Needed to pay back rent owed
Equipment	\$10,000	to purchase an espresso machine, pastry displays, POS System
Pest Control -fogging equipment	\$1,800	Needed to fumigate after being closed for over a year
Heavy Duty Pressure washing	\$1,200	Need to pressure washing after being closed for over a year
Security Deposits for lease 2 months,, FLP, Gas Co, Insurance	\$5,000	Need for land lord to cover 2 months
Construction	\$10,000	Need to repair leak and bar structure
Licenses Update	\$2,000	Needed to update busines licenses
Total Pre Opening Expenses	\$50,000	

\*Construction to include repair bar damage and leak



SEOPW Board of Commissioners Meeting  
June 27, 2024

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

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

**Date:** June 27, 2024

**File:** 16080

**Subject:** Request to waive competitive sealed bidding  
methods pursuant to City Code 18-85(a) for Groovin'  
Bean, LLC.

**From:** James McQueen  
Executive Director

**Enclosures:**

**BACKGROUND:**

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”), by a four-fifths (4/5ths) affirmative vote, after an advertised public hearing, ratifying, approving, and confirming the Executive Director’s recommendation and finding that competitive negotiation methods and procedures are not practicable or advantageous pursuant to sections 18-85 and 18-86 of the code of the City of Miami, Florida, as amended, as adopted by the SEOPW CRA; waiving the requirements for competitive sealed bidding as not being practicable or advantageous to the SEOPW CRA; Groovin’ Bean, LLC., a Florida limited liability company (“Groovin’ Bean”) is requesting Fifty Thousand Dollars and Zero Cents (\$50,000.00) (“Funds”) to support construction and development at Groovin’ Bean coffee shop located at 801 N.W. 3<sup>rd</sup> Avenue, Unit 104, Miami, Florida, 33136. Within the Overtown community, Groovin’ Bean has fostered meaningful connections among its patrons and as a small business is experiencing challenges due to a shift in consumer behavior.

**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 (Jun 18, 2024 16:06 EDT)

James McQueen, Executive Director

**06/18/2024**



## 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, June 27th, 2024, 10:00 a.m. or anytime thereafter in the City Commission chamber located at Miami City Hall, 3500 Pan American Drive, Miami, FL 33133.

The Board will consider the award of grant funds to **Groovin' Bean, LLC.**, a Florida limited liability company, to underwrite costs associated with the **renovation and rehabilitation of Groovin' Bean, a local, neighborhood coffeehouse located within the SEOPW CRA area at 801 N.W. 3rd Avenue, 104, Miami, Florida 33136.**

In accordance with the SEOPW CRA 2018 Redevelopment (“Plan”) and Florida Statutes 163, the Board will consider funding an amount not to exceed Fifty Thousand Dollars and Zero Cents (\$50,000.00) to support construction, essential fixtures and opening expenses at Groovin’ Bean. This funding is critical in the rehabilitation of the property, which is envisioned to eliminate slum and blight, and is consistent with the Plan.

All comments and questions with respect to the meeting and public participation should be addressed to James McQuade, Executive Director, at 819 N.W. 2nd Avenue, 3rd Floor, Miami, Florida 33136 (305) 679-6800.

Should any person desire to appeal any decision of the Board with respect to any matter considered at this meeting, that person shall ensure that a verbatim record of the proceedings is made, including all testimony and evidence upon which any appeal may be based (F.S. 286.0105).

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

Todd B. Hannon

SEOPW Board of Commissioners Meeting  
June 27, 2024

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

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To: Board Chair Christine King and Date: June 20, 2024 File: 16200  
Members of the CRA Board



Subject: Grant to Liberty City Community Revitalization Trust for FY 2024-2025 Youth Employment Program

From: James McQueen Enclosures: File # 16200 - Backup  
Executive Director

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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 allocation of grant funds in an amount not to exceed Sixty Thousand Dollars and Zero Cents exceed \$60,000.00 (“Funds”), to Liberty City Community Revitalization Trust, a limited agency and instrumentality of the City of Miami (“City”) established pursuant to City Ordinance No. 12859 in 2006 (“Liberty City Trust”) to underwrite costs associated with the Youth Employment Program (“Program”), located at 4800 N.W. 12th Avenue, Miami, Florida 33127 (“Property”).

The Program, is an eight-week course from June 17, 2024 through August 9, 2024, with twenty participants from the SEOPW CRA redevelopment area between the ages of fourteen (14) through eighteen (18) who will receive a stipend of Fifteen Dollars per hour. The Program will engage with the youth demographic group from low-income and at-risk youth families of the area, providing an opportunity to upskill participants and expand capabilities in areas of communication, financial management, resume writing, job search, career planning, and self-esteem (“Purpose”). Learning and applying these skills are critical to succeeding in each participant’s life, as these life skills are essential to enhancing quality of life, personal relationships, and employment. Upon completing the Program, participants will receive a certificate of completion.

**JUSTIFICATION:**

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

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

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

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

Further, Section 2, Principle 6, of the Plan provides that to “address and improve the neighborhood economy and expand economic opportunities of present and future residents ...” as a stated redevelopment principle.

**FUNDING:**

\$60,000.00 allocated from account no. 10050.920101.883000.0000.00000. – SEOPW - Other Grant and Aids.

**FACT SHEET:**

**Company name:** Liberty City Community Revitalization Trust

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

**Number of participants:** 20

**Funding request:** \$60,000.00

**Term:** June 17, 2024, through August 9, 2024

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

**Age range of participants:** 14 – 18

**Scope of work or services (Summary):** The Youth Employment Program, is an eight-week course with 20 participants between the ages of 14 – 18, who will receive a stipend of \$15.00 per hour. Participants will develop skills in career planning, communication skills, resume writing, job searching, and financial management, helping to boost self-esteem in essential areas of life. After completing the eight-week Program, participants will receive a certificate of completion.

**Item proven accomplishments (if applicable):** In 2022 – 2024, the Liberty City Community Revitalization Trust employed 40 Overtown residents within the SEOPW CRA redevelopment area.

**AGENDA ITEM  
FINANCIAL INFORMATION FORM**

**SEOPW CRA**

**CRA Board Meeting Date:** June 27, 2024

**CRA Section:**

**Brief description of CRA Agenda Item:**

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

Project Number (if applicable):

YES, there are sufficient funds in Line Item:

Account Code: 10050.920101.883000.0000.00000 Amount: \$ 60,000.00

NO (Complete the following source of funds information):

Amount budgeted in the line item: \$

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		\$

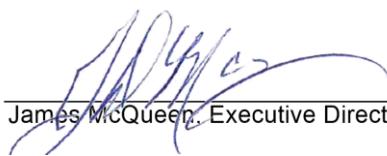
Comments:

Approved by:



James McQueen, Executive Director

6/6/2024



James McQueen, Executive Director

6/20/2024

Approval:



Miguel A. Valentin, Finance Officer

6/6/2024



Miguel A. Valentin, Finance Officer

6/20/2024



# Southeast Overtown/Park West Community Redevelopment Agency

**File Type: CRA Resolution**

**Enactment Number:**

**File Number: 16200**

**Final Action Date:**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA") AUTHORIZING THE EXECUTIVE DIRECTOR TO ALLOCATE A GRANT IN AN AMOUNT NOT TO EXCEED SIXTY THOUSAND DOLLARS AND ZERO CENTS (\$60,000.00) ("FUNDS"), TO THE LIBERTY CITY COMMUNITY REVITALIZATION TRUST, A LIMITED AGENCY AND INSTRUMENTALITY OF THE CITY OF MIAMI ("CITY"), ESTABLISHED IN 2006 PURSUANT TO CITY ORDINANCE NO. 12859 ("LIBERTY CITY TRUST"), TO ASSIST WITH THE YOUTH EMPLOYMENT PROGRAM ("PROGRAM"), WHICH PROVIDES EMPLOYABILITY AND FINANCIAL MANAGEMENT SKILLS TO LOW-INCOME AND AT-RISK YOUTH ("PURPOSE"); FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AN AGREEMENT, INCLUDING ANY AND ALL DOCUMENTS NECESSARY, ALL IN FORMS ACCEPTABLE TO COUNSEL FOR THE ALLOCATION OF THE FUNDS TO FURTHER THE PURPOSE OF THE PROGRAM; PROVIDING FOR THE INCORPORATION OF THE RECITALS AND AN EFFECTIVE DATE.

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

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

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

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

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

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

WHEREAS, the Liberty City Community Revitalization Trust, a limited agency and instrumentality of the City of Miami ("City"), established in 2006 pursuant to City Ordinance No. 12859 ("Liberty City Trust") has implemented a Youth Employment Program ("Program") that imparts financial empowerment to local youth through paid work assignments; and

WHEREAS, the Program provides an eight-week course from June 17, 2024, through August 9, 2024, with twenty (20) participants from the SEOPW CRA redevelopment area between the ages of fourteen (14) through eighteen (18) who will receive a stipend of Fifteen Dollars (\$15.00) per hour; and

WHEREAS, the Program will engage with the youth demographic group from low-income and at-risk families, providing an opportunity to develop employability and financial management skills and allow Overtown participants to learn how to apply such skills that are essential to enhancing the quality of life, personal relationships, and employment ("Purpose"); and

WHEREAS, the Board of Commissioners wishes to authorize the allocation of a grant to Liberty City Trust, in an amount not to exceed Sixty Thousand Dollars and Zero Cents (\$60,000.00) ("Funds"), for the Program; and

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

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

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

Section 2. The Executive Director is hereby authorized to allocate the grant Funds, at his discretion, from the Grants and Aids" Account No. 10050.920101.883000.0000.00000 to the Liberty City Trust to further the Purpose of the Program.

Section 3. The Executive Director is authorized to negotiate and execute an agreement, including any and all necessary documents, and all-in forms acceptable to the Counsel, for said Purpose.

Section 4. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

 Vincent T. Brown, Staff Counsel

6/20/2024

 Vincent T. Brown, Staff Counsel

6/6/2024



May 21, 2024

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

**Re: 2024 Youth Employment Program (YEP)  
 Request for Funding**

Dear Mr. McQueen:

Thank you for the opportunity to be considered for funding by the Southeast Overtown Community Redevelopment Agency (“CRA”).

The Liberty City Community Revitalization Trust (“Liberty City Trust”) is requesting \$60,000.00 to support the 2024 Youth Employment Program (“YEP”) that makes a meaningful difference in the lives of our youth. This program will employ 20 students from the Overtown community at the rate of \$15 per hour.

The Liberty City Trust is a quasi-public government organization created through the City of Miami Ordinance No. 12859 in 2006. Our office and contact information are as follows:

Elaine Black, President/CEO  
 c/o Charles Hadley Park  
 4800 NW 12<sup>th</sup> Avenue  
 Miami, Florida 33127  
 Telephone No. (305) 329-4707  
 Email: [ebblack@miamigov.com](mailto:ebblack@miamigov.com)

The mission of the Liberty City Trust is to provide oversight and facilitate the City’s revitalization efforts and activities. Our focus is housing, commercial and business development and improving the quality of life of the residents in which we serve.

**Present and Past History**

For the past 18 years the Liberty City Trust has been committed to ensuring the residents of the Liberty City and surrounding areas thrive in having quality of life and benefit from opportunities offered through trusted sources that serve the community wherein they live. In 2015, the Liberty City Trust established a summer youth employment program (“YEP”) to assure gainful employment and work experience for students ranging between the ages of 14 to 18. Students work for eight weeks in June through August in a variety of entry-level jobs in the nonprofit arena, private sector, and

James McQueen, Executive Director  
 Page 2 of 2  
 May 21, 2024

City of Miami Parks. The YEP program has employed over 517 students, which provided (1) income to low-income families, (2) job experience, and (3) an outlet to keep youth out of trouble while school is out for summer recess. The goal of the YEP is to continue providing students with summer employment opportunities, combined, or integrated with building their individual strengths, targeting at risk youth by incorporating youth development principles for career development and workforce readiness. The Liberty City Trust employed 40 youth from the Overtown community between 2022 and 2023 from prior funding through the CRA.

**Program Impact on Participants from Prior Years**

The YEP program serves as a testament to the importance of community-driven initiatives in empowering young individuals and preparing them for successful futures.

Last year twenty (20) students were employed and received biweekly pay in the amount of \$600.00. Their work experience was enhanced with 2 hours a week of classroom training that provided life skills and competencies. The Life Skills Coach was assigned to work with and evaluate each intern in:

- Improving their employment, social and financial management skills.
- Gaining a better understanding of human relations in the workplace.
- Self Esteem
- Resume Writing
- Public Speaking
- Writing skills
- Job Search and Career Planning

The program succeeded in imparting crucial life skills, fostering job readiness, and promoting community engagement among the participants. All 20 participants received their evaluation with a rating of 4 for meeting the work maturity skill independency with no supervision.

Many reported improved confidences, communication skills, and a better understanding of career pathways. Several participants expressed a newfound sense of responsibility towards their community, and some even secured part-time jobs because of the program. The overall impact on the students of Overtown was positive.

Should you have any questions or concerns, please do not hesitate to contact us at (305) 329-4707. We thank you in advance for your consideration of this summer youth program initiative for 2024.

Sincerely,

*Elaine H. Black*

Elaine H. Black  
 President/CEO  
 Attachments



## **Program Details and Coursework**

We believe that the program is consistent with the mission and interest of the Liberty City Trust. The YEP will serve multiple purposes by preparing youth for the workplace. The program activities will implement workshops on job readiness, career exploration, financial literacy, life skills, and opportunities to continue education and social growth as indicated below:

The workshops for the FY24 period will be as follows:

### **Coursework Calendar**

June 17, 2024 - June 21, 2024

Orientation - Introduction to the program, worksites, and supervisors.

June 24, 2024 - June 28, 2024

Self Esteem - Interns will learn about self-esteem through various exercises and assignments.

July 1, 2024 - July 5, 2024

Resume Writing - Introduction to the fundamentals of resume building.

July 8, 2024 - July 12, 2024

Speaking - Confidence in Speaking. Interns will work on speaking in public and create a 90 second elevator speech.

July 15, 2024 – July 19, 2024

Financial Management (Guest) - Interns will learn the basics of managing their finances; from starting a bank account and depositing checks to using online banking and income taxes from a Finance Expert.

July 22, 2024 - July 26, 2024

Writing, Application Completion and Answering written questions - Interns will review their YEP application and other applications.

July 29, 2024 - Aug. 2, 2024

Job Search and Career Planning - Using all skills from the previous weeks to help the students define their career path and learn to use online job services to apply for a job.



**PROPOSED BUDGET REQUEST  
LIBERTY CITY TRUST  
2024 YOUTH EMPLOYMENT PROGRAM**

**Applicant Agency:** Liberty City Trust  
**Project Name:** 2024 Youth Employment Program  
**Tentative Start Date/End Date:** June 17, 2024 to August 9, 2024

**Salary -** **\$48,000.00**

Summer Interns – a temporary summer position which will provide program participant with the opportunity to work 20 hours per week for 8 weeks at the rate of \$15.00 per hour.

**FICA Taxes/Unemployment (Fringes)** **\$ 3,672.00**

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

**Uniforms -** **\$ 1,200.00**

Summer Interns are provided with 5 Uniform T-Shirts to wears and bags. The cost of shirts is \$12.00 (20 interns x 5-Tshirts x \$12.00 per shirt).

**Supplies -** **\$ 228.00**

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

**Workshop Facilitator -** **\$ 5,000.00**

A temporary summer position for 8 weeks. This position will manage, and conduct curriculum implemented for program participants, as well as interfacing with worksite supervisors, monitoring, planning, evaluating, creation of a pictorial of the participants and follow up on progress during the program.

**Background Checks -** **\$ 1,900.00**

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

**Total Budget** **\$ 60,000.00**



SEOPW Board of Commissioners Meeting  
June 27, 2024SOUTHEAST OVERTOWN/PARK WEST  
COMMUNITY REDEVELOPMENT AGENCY  
**INTER-OFFICE MEMORANDUM**

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To: Board Chair Christine King and Date: June 20, 2024 File: 16201  
Members of the CRA Board

Subject: Revocable License Agreement for  
BullTech Miami LLC.

From: James McQueen  
Executive Director

Enclosures: File # 16201 - Exhibit A

**BACKGROUND:**

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”), with attachment(s), ratifying and authorizing the revocable license agreement, attached and incorporated herein (Exhibit “A”), for the use of properties at 1141 NW 3 Avenue, 234 NW 12 Street, 242 NW 12 Street, and Folio number 01-3136-037-0500, Miami, Florida 33136 (the “Properties”), with BullTech Miami LLC, a Florida limited liability company (the “Licensee”).

The Licensee is a photography production company and has requested temporary use of the Properties for the purposes of a photo shoot and commercial on May 31, 2024. The use of the Properties for the term required has been negotiated for an amount of Five Hundred Dollars and Zero Cents (\$500.00) per day.

**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:** BullTech Miami LLC.

**Address:** 1065 SW 8<sup>th</sup> Street, Unit 1259, Miami, Florida, 33130.

**Term:** One day; May 31, 2024.

**Scope of work or services (Summary):** Revocable License Agreement of vacant Properties for the temporary use of lot(s) to park 40 vehicles for one day.

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

**SEOPW CRA**

**CRA Board Meeting Date:** June 27, 2024

**CRA Section:**

**Brief description of CRA Agenda Item:**  
Form is not applicable

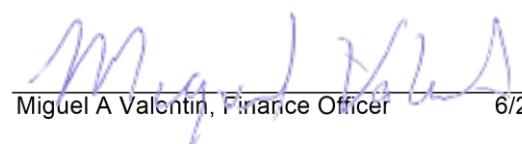
Project Number (if applicable):		
YES, there are sufficient funds in Line Item:		
Account Code:	Amount:	
NO (Complete the following source of funds information):		
Amount budgeted in the line item:      \$		
Balance in the line item:      \$		
Amount needed in the line item:      \$		
Sufficient funds 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	 James McQueen, Executive Director
6/6/2024	6/20/2024

Approval:

 Miguel A. Valentin, Finance Officer	 Miguel A. Valentin, Finance Officer
6/6/2024	6/20/2024



# Southeast Overtown/Park West Community Redevelopment Agency

**File Type: CRA Resolution**

**Enactment Number:**

**File Number: 16201**

**Final Action Date:**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA"), WITH ATTACHMENT(S), RATIFYING AND AUTHORIZING A REVOCABLE LICENSE AGREEMENT, ATTACHED AND INCORPORATED HEREIN (EXHIBIT "A"), FOR THE USE OF PROPERTY AT 1141 NW 3 AVENUE, 234 NW 12 STREET, 242 NW 12 STREET, AND FOLIO NUMBER 01-3136-037-0500, MIAMI, FLORIDA 33136 (THE "PROPERTIES"), WITH BULLTECH MIAMI LLC, A FLORIDA LIMITED LIABILITY COMPANY (THE "LICENSEE"); FURTHER RATIFYING AND 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, BullTech Miami LLC, a Florida limited liability company (the "Licensee") is a photography production company; and

WHEREAS, the Licensee has requested temporary use of 1141 NW 3 Avenue, 234 NW 12 Street, 242 NW 12 Street, and Folio number 01-3136-037-0500, Miami, Florida, 33136 (the "Properties") for the purposes of a photo shoot and commercial on May 31, 2024 ("Purpose"); and

WHEREAS, the Board of Commissioners wishes to authorize execution of the revocable license agreement, attached and incorporated herein (Exhibit "A"), with the Licensee 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 the Licensee for the use of the properties located at 1141 NW 3 Avenue, 234 NW 12 Street, 242 NW 12 Street, and Folio number 01-3136-037-0500, Miami, Florida, 33136, for the Purpose stated herein.

Section 3. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the Executive Director, or the Executive Director's designee, without need of public hearing, by filing a corrected copy of same with the City of Miami City Clerk.

Section 4. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Vincent T. Brown, Staff Counsel

6/20/2024



Vincent T. Brown, Staff Counsel

6/6/2024

# Exhibit “A”

## REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT (the “Agreement”) is entered into as of this 30<sup>th</sup> day of May 2024 (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, located at 819 N.W. 2<sup>nd</sup> Avenue, 3<sup>rd</sup> Floor, Miami, Florida 33136 and BULLTECH MIAMI LLC, a Florida limited liability company, located at 1065 SW 8<sup>th</sup> Street #1259, Miami, Florida 33130 (the “Licensee”) (collectively referred to as the “Parties”).

### RECITALS

- A. WHEREAS, the SEOPW CRA is the owner of properties located at 1141 NW 3 Avenue, 234 NW 12 Street, 242 NW 12 Street, and Folio number 01-3136-037-0500, Miami, Florida 33136 (the “Properties”), more specifically referred to in **Exhibit “A.”**
- B. WHEREAS, the Licensee has requested temporary use of the Properties to park approximately 40 vehicles along the premises of each lot (“Purpose”); and
- C. WHEREAS, the Licensee is a photography production company; and
- D. WHEREAS, the Licensee intends on temporarily using the Properties to conduct photo and film production, starting at approximately 6:00 am ET until approximately 7:00 pm ET (“Scope of Work”); and

- E. 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 Properties for the intended Purpose for the permitted Scope of Work, subject to the terms of this Agreement. The use of the Properties by the Licensee is strictly

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

3. **AGREEMENT NOT A LEASE.** This Agreement solely grants to Licensee a revocable license for the Permitted Use of the Properties 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 Properties and to use the Properties for the Permitted Use only, subject to the terms of this Agreement. The SEOPW CRA retains dominion, possession and control of the Properties. Therefore, no lease interest in the Properties 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 Properties by virtue of this Agreement or its use of the Properties hereunder. Additionally, Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Properties by virtue of any expenditure of funds in connection with the use of the Properties.

4. **TERM OF AGREEMENT AND USE PERIOD.** This Agreement shall commence on May 31, 2024 (the "Commencement Date"), and terminate on May 31, 2024 (the "Rental Period") at 7:00 pm ET, unless earlier terminated or extended by mutual agreement of the Parties. The Licensee shall have the right to terminate the Agreement at any time during the term for any reason, provided the Licensee provides with the SEOPW CRA with written notice of its intention to terminate the Agreement at least seven (7) days prior to the effective date of termination. Upon termination of the Agreement by Licensee, the Licensee agrees to pay the SEOPW CRA for the use rate provided in Paragraph 5 hereof up to and including the date of termination.

5. **USE RATE.** In consideration of the use of the Properties as described above, Licensee agrees to pay to the SEOPW CRA in full the sum of Five Hundred Dollars and No Cents (\$500.00) for the Rental Period before the Licensee's permitted Purpose. Payment must be made in the form of a certified check or money order. Failure to pay in accordance with this Agreement shall result in the immediate termination of this Agreement, subject to a five-day notice and opportunity to cure provided to Licensee.

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

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 Properties by reason of work, labor, services, or materials supplied to the Licensee or anyone having

a right to possession of the Properties. 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 Properties 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 Properties. If any mechanics' lien shall at any time be filed against the Properties, 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 loss, cost or damage to the Licensee by reason of the exercise by the SEOPW CRA of the right of entry described herein, unless caused by the SEOPW CRA's gross negligence or willful misconduct. 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 Properties nor construct any permanent structures on the Properties.

11. INSURANCE. The Licensee shall, at all times during the term hereof, maintain such insurance coverage as provided in **Exhibit “B”** 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 Licensee of additional liability insurance coverage or coverage which is different in kind, the SEOPW CRA reserves the right to require the provision by Licensee 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 Licensee 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.

12. RISK OF LOSS. The SEOPW CRA and the City of Miami assume no responsibility whatsoever for any person or property that enters the premises or Properties resulting from, or in connection with, the Purpose of this Agreement. In consideration of the execution of this Agreement by the SEOPW CRA, the Licensee releases the SEOPW CRA and the City of Miami from all liability resulting from loss, injury, death, theft, damage or destruction to any persons or property which may occur in or about the premises or Properties regardless of the cause, including circumstances where it is alleged that the SEOPW CRA and the City of Miami, or their employees, agents, or contractors were negligent. Licensee does not agree to release the SEOPW CRA and the City of Miami from liability which is determined to be caused solely due to the intentional or willful misconduct of the SEOPW CRA and the City of Miami, or their respective employees or agents.

13. 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 reasonable 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 The Properties arising out of, resulting from, or in connection with (i) the use of the Properties, 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 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 Properties. This indemnification shall survive the term of this agreement.

14. **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).

15. **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:

BullTech Miami LLC  
Fernando Sanchez, Owner  
1065 SW 8<sup>th</sup> Street #1259,  
Miami, Florida 33130

*With copy to:*

BullTech Miami LLC  
Peter Marquez, Location Manager  
1065 SW 8<sup>th</sup> Street #1259,  
Miami, Florida 33130

16. 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.

17. 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 Properties or Licensee Representatives use thereof.

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 The Properties 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 Properties, 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 Properties, 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' 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.

18. 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 Properties. The Licensee shall be responsible for paying the cost of said applications and obtaining said licenses, authorizations and permits.

19. 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.

20. 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.

21. **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.

22. **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.

23. **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.

24. **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.

25. 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.

26. 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.

27. 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.

28. 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.

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

30. 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.

31. 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”**

BullTech Miami LLC,  
a Florida Limited Liability Company

By: Fernando Sanchez By: \_\_\_\_\_

Print Name: Fernando Sanchez Print Name: \_\_\_\_\_

Title: CEO / Founder Title: \_\_\_\_\_

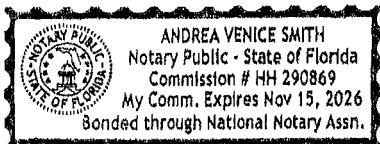
05/30/2024

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of May, 2024 by Fernando Sanchez.

Personally Known \_\_\_\_\_ OR Produced Identification X  
Type of Identification Produced FL driver license

(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 pursuance to Section 163.356, Florida Statutes

ATTEST:

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

By:   
James McQueen  
Executive Director

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By:   
Vincent T. Brown Esq.  
General Counsel

APPROVED AS TO INSURANCE  
REQUIREMENTS:

By:   
Frank Gomez  
Anh-Marie Sharpe, Director  
Division of Risk Management

Exhibit A

## PROPERTIES

Property Address(es): 1141 NW 3 Avenue, 234 NW 12 Street, 242 NW 12 Street, and Folio number 01-3136-037-0500, Miami, Florida 33136.

LEGAL DESCRIPTION:

1141 NW 3 Avenue  
36-53-41  
SOSTS SUB PB B-27  
LOT 7 LESS N29FT BLK 10  
LOT SIZE 121 X 61  
OR 17064-152 0196 3  
Folio No. 01-3136-037-0540

234 NW 12 Street  
SOSTS SUB PB B-27  
LOT 5 BLK 10  
LOT SIZE 50.000 X 150  
OR 16703-0937 0295 2  
COC 22923-2269 12 2004 6(2)  
Folio No. 01-3136-037-0510

242 NW 12 Street  
SOSTS SUB PB B-27  
LOT 6 BLK 10  
LOT SIZE 50.000 X 150  
OR 16703-0937 0295 2  
COC 22923-2269 12 2004 6(2)  
Folio No. 01-3136-037-0520

No Address  
SOSTS SUB PB B-27  
LOT 4 BLK 10  
F/A/U 01-3136-074-0010 TO 0090  
LOT SIZE 50 X 150  
OR 20138-4859 01 2002 4  
Folio No. 01-3136-037-0500

**Exhibit B****INSURANCE REQUIREMENTS****BULLTECH MIAMI, LLC****I. Commercial General Liability****A. Limits of Liability****Bodily Injury and Property Damage Liability**

Each Occurrence	\$ 2,000,000
General Aggregate Limit	\$ 2,000,000
Personal and Adv. Injury	\$ 2,000,000
Products/Completed Operations	\$ 2,000,000

**B. Endorsements Required**

City of Miami & SEOPWCRA listed as additional insured  
 Premises and Operations Liability  
 Primary Insurance Clause Endorsement

**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.**

## 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 & SEOPWCRA listed as additional insured  
 Contingent & Contractual Liability  
 Premises and Operations Liability  
 Primary Insurance Clause Endorsement

### II. Business Automobile Liability

#### A. Limits of Liability

Bodily Injury and Property Damage Liability	
Combined Single Limit	
Owned/Scheduled Autos	
Including Hired, Borrowed or Non-Owned Autos	
Any One Accident	\$ 1,000,000

#### B. Endorsements Required

City of Miami & SEOPW CRA listed as an additional insured

City of Miami  
 444 SW 2nd Avenue  
 Miami, Florida 33130  
 Attn: Risk Management

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

**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. Umbrella Liability**

Each Occurrence	\$1,000,000
General Aggregate Limit	\$1,000,000

Excess Follow Form over the general liability and auto policies.

**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.**