

City of Miami

City Hall
3500 Pan American Drive
Miami, FL 33133
www.miamigov.com



Meeting Agenda

Monday, February 24, 2014

5:00 PM

**CAMILLUS HOUSE
1603 NW 7TH AVE, BUILDING B**

SEOPW Community Redevelopment Agency

*Keon Hardemon, Chair
Wifredo (Willy) Gort, Vice Chair
Marc David Sarnoff, Commissioner
Frank Carollo, Commissioner
Francis Suarez, Commissioner*

SEOPW CRA OFFICE ADDRESS:
1490 NW 3rd Avenue, Suite 105
Miami, FL 33136
Phone: (305) 679-6800, **Fax:** (305) 679-6835
www.miamicra.com

FINANCIALS

1. **CRA REPORT**
14-00149 FINANCIAL SUMMARY FOR THE PERIOD ENDING JANUARY 31, 2014.

2. **CRA PRESENTATION**
14-00150 FY 2013 FINANCIAL STATEMENT PRESENTATION.

RESOLUTIONS

3. **CRA RESOLUTION**
14-00153 A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("CRA"), WITH ATTACHMENT(S), APPROVING AND ADOPTING THE CRA'S TAX INCREMENT FUND AND GENERAL OPERATING BUDGET, FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2014; DIRECTING THE EXECUTIVE DIRECTOR TO TRANSMIT A COPY OF THE AMENDED BUDGETS TO THE CITY OF MIAMI AND MIAMI-DADE COUNTY.

4. **CRA RESOLUTION**
14-00143 A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY RATIFYING THE EXPENDITURE OF FUNDS, IN AN AMOUNT NOT TO EXCEED \$7,648.88, TO UNDERWRITE COSTS ASSOCIATED WITH THE 2013 HOLIDAY TREE LIGHTING EVENT HELD ON NW 3RD AVENUE, MIAMI, FLORIDA; ALLOCATING FUNDS FROM SEOPW, "OTHER GRANTS AND AIDS," ACCOUNT CODE NO. 10050.920101.883000.0000.00000.

5. **CRA RESOLUTION**
14-00147 A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY RATIFYING THE EXERCISE OF THE CRA'S OPTIONS TO RENEW ITS SERVICES AGREEMENT WITH HORSEPOWER ELECTRIC, INC. ("HORSEPOWER") TO PROVIDE STREETLIGHT MAINTENANCE SERVICES ON CRA-MAINTAINED STREETLIGHTS, FOR THE PERIOD OF SEPTEMBER 1, 2013 THROUGH AUGUST 31, 2014, AT THE ANNUAL RATE OF \$25,000; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO EXERCISE THE CRA'S OPTION TO RENEW ITS SERVICES AGREEMENT WITH HORSEPOWER TO PROVIDE SAID SERVICES FOR THE PERIOD OF ONE (1) YEAR, COMMENCING SEPTEMBER 1, 2014, AT THE ANNUAL RATE NOT TO EXCEED \$25,000; FURTHER AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY FOR SAID PURPOSE; FUNDS TO BE ALLOCATED FROM SEOPW TAX INCREMENT FUND, "OTHER CONTRACTUAL SERVICES," ACCOUNT CODE NO. 10050.920101.534000.0000.00000.

6.

14-00142

CRA RESOLUTION

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("CRA") ACCEPTING A GRANT IN THE AMOUNT OF \$10,000 FROM THE HEALTH FOUNDATION OF SOUTH FLORIDA, INC. IN SUPPORT OF THE OVERTOWN HEALTH PARTNERSHIP'S ("OHP") EFFORTS TO INFORM AND EDUCATE RESIDENTS ABOUT EXISTING COMMUNITY HEALTH RESOURCES AND TO PROMOTE HEALTHY LIVING; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO ADMINISTER THE GRANT ON BEHALF OF OHP; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR SAID PURPOSE.

7.

14-00152

CRA RESOLUTION

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE EXPENDITURE OF FUNDS IN THE AMOUNT OF \$19,000.00 FOR FINANCIAL ANALYTICAL SERVICES RENDERED BY STANDARD & POOR'S FINANCIAL SERVICES, LLC IN CONNECTION WITH THE ISSUANCE OF TAX INCREMENT REVENUE BONDS, SERIES 2013; ALLOCATING FUNDS FROM SEOPW, PROFESSIONAL SERVICES " ACCOUNT CODE NO. 10050.920101.531000.0000.00000.

8.

14-00151

CRA RESOLUTION

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING ADDITIONAL GRANT FUNDING, IN AN AMOUNT NOT TO EXCEED \$25,200, TO TOWN PARK VILLAGE NO. 1, INC., TO UNDERWRITE COSTS ASSOCIATED WITH THE REPAIR OF DAMAGED UNDERGROUND ELECTRICAL CONDUITS AT 1680 NW 4TH AVENUE, MIAMI, FLORIDA; AUTHORIZING THE EXECUTIVE DIRECTOR TO DISBURSE FUNDS ON A REIMBURSEMENT BASIS OR DIRECTLY TO VENDORS, UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR SAID PURPOSE; ALLOCATING FUNDS FROM SEOPW, "OTHER GRANTS AND AIDS," ACCOUNT CODE NO. 10050.920101.883000.0000.00000.

9.

14-00140

CRA RESOLUTION

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE ISSUANCE OF A GRANT, IN AN AMOUNT NOT TO EXCEED \$80,000, TO NEW WASHINGTON HEIGHTS COMMUNITY DEVELOPMENT CONFERENCE, INC., TO UNDERWRITE COSTS ASSOCIATED WITH THE CONTINUED OPERATION "FOLKLIFE FRIDAYS," A MONTHLY OPEN-AIR MARKET TO BE HELD ON THE 9TH STREET PEDESTRIAN MALL DURING THE 2014 CALENDAR YEAR; AUTHORIZING THE EXECUTIVE DIRECTOR TO DISBURSE FUNDS, AT HIS DISCRETION, ON A REIMBURSEMENT BASIS OR DIRECTLY TO VENDORS, UPON PRESENTATION OF INVOICES AND SATISFACTORY

DOCUMENTATION; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR SAID PURPOSE; ALLOCATING FUNDS FROM SEOPW, "OTHER GRANTS AND AIDS," ACCOUNT CODE NO. 10050.920101.883000.0000.00000.

10. CRA RESOLUTION

14-00145

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY, WITH ATTACHMENT(S), AUTHORIZING EXECUTION OF A COMMERCIAL LEASE AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, WITH TWO GUYS RESTAURANT, INC. ("TWO GUYS"), AS THE SOLE PROPOSER IN RESPONSE TO RFP NO. 13-007, FOR THE LEASE OF COMMERCIAL SPACE AT THE OVERTOWN SHOPPING CENTER, 1490 NW 3RD AVENUE, UNIT 108, MIAMI, FLORIDA; FURTHER AUTHORIZING THE ISSUANCE OF A GRANT, IN AN AMOUNT NOT TO EXCEED \$150,000, TO TWO GUYS TO UNDERWRITE COSTS ASSOCIATED WITH TENANT IMPROVEMENTS TO THE UNIT PROPOSED TO BE LEASED; AUTHORIZING THE EXECUTIVE DIRECTOR TO DISBURSE FUNDS, AT HIS DISCRETION, ON A REIMBURSEMENT BASIS OR DIRECTLY TO VENDORS, UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR SAID PURPOSE; ALLOCATING FUNDS FROM SEOPW, "OTHER GRANTS AND AIDS," ACCOUNT CODE NO. 10050.920101.883000.0000.00000.

11. CRA RESOLUTION

13-01218

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING ISSUANCE OF A GRANT, IN AN AMOUNT NOT TO EXCEED \$150,000, TO THE VILLAS OF ST. AGNES CONDOMINIUM ASSOCIATION, INC. TO UNDERWRITE COSTS ASSOCIATED WITH THE INSTALLATION OF PERIMETER FENCING SURROUNDING THE ST. AGNES DEVELOPMENT; AUTHORIZING THE EXECUTIVE DIRECTOR TO DISBURSE FUNDS, AT HIS DISCRETION, ON A REIMBURSEMENT BASIS OR DIRECTLY TO VENDORS, UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR SAID PURPOSE; ALLOCATING FUNDS FROM SEOPW, "OTHER GRANTS AND AIDS," ACCOUNT CODE NO. 10050.920101.883000.0000.00000.

12. CRA RESOLUTION

13-01214

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING ISSUANCE OF A GRANT, IN AN AMOUNT NOT TO EXCEED \$220,000, TO HUMAN RESOURCES STAFFING OF MIAMI, INC. TO UNDERWRITE COSTS ASSOCIATED WITH THE CONTINUED OPERATION OF THE OVERTOWN BEAUTIFICATION TEAM FOR THE NEXT YEAR; AUTHORIZING THE EXECUTIVE DIRECTOR TO DISBURSE FUNDS, AT HIS DISCRETION, ON A REIMBURSEMENT BASIS OR DIRECTLY TO VENDORS, UPON PRESENTATION OF INVOICES AND

SATISFACTORY DOCUMENTATION; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR SAID PURPOSE; ALLOCATING FUNDS FROM SEOPW, "OTHER GRANTS AND AIDS," ACCOUNT CODE NO. 10050.920101.883000.0000.00000.

13. CRA RESOLUTION

14-00146

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY, WITH ATTACHMENT(S), AUTHORIZING EXECUTION OF A COMMERCIAL LEASE AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, WITH VSMD FOOD CORP., AS THE SOLE PROPOSER IN RESPONSE TO RFP NO. 13-007, FOR UNIT 101 AT THE OVERTOWN SHOPPING CENTER, 1490 NW 3RD AVENUE, MIAMI, FLORIDA; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL OTHER DOCUMENTS NECESSARY FOR SAID PURPOSE.

14. CRA RESOLUTION

14-00141

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("CRA") DIRECTING THE EXECUTIVE DIRECTOR TO ATTEMPT TO NEGOTIATE A DEVELOPMENT AGREEMENT WITH OVERTOWN GATEWAY PARTNERS, LLC ("OVERTOWN GATEWAY"), AS THE HIGHEST RANKED PROPOSER FOR THE DEVELOPMENT OF BLOCK 55; AUTHORIZING THAT, IN THE EVENT A DEVELOPMENT AGREEMENT IS UNABLE TO BE NEGOTIATED WITH OVERTOWN GATEWAY, THE EXECUTIVE DIRECTOR IS AUTHORIZED TO ATTEMPT TO NEGOTIATE A DEVELOPMENT AGREEMENT WITH BDB MIAMI, LLC, AS THE SECOND HIGHEST RANKED PROPOSER FOR THE DEVELOPMENT OF BLOCK 55; FURTHER DIRECTING THE EXECUTIVE DIRECTOR TO PRESENT ANY PROPOSED DEVELOPMENT AGREEMENT TO THE BOARD FOR ITS CONSIDERATION AND, IF SATISFACTORY, APPROVAL AND AWARD; CLARIFYING THAT THIS RESOLUTION IS NOT INTENDED TO BE AN AWARD OF DEVELOPMENT RIGHTS OR TO OTHERWISE CREATE ANY RIGHTS WHATSOEVER IN ANY PROPOSER REFERENCED HEREIN.

15. CRA RESOLUTION

14-00144

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO SECOND AMENDMENTS TO: (i) THE GRANT AGREEMENT WITH TOWN PARK PLAZA SOUTH, INC. WITH RESPECT TO THE TOWN PARK PLAZA SOUTH COOPERATIVE APARTMENT PROJECT; (ii) THE GRANT AGREEMENT WITH TOWN PARK VILLAGE NO. 1, INC. WITH RESPECT TO THE TOWN PARK VILLAGE COOPERATIVE APARTMENT PROJECT; (iii) THE DEVELOPMENT AGREEMENT WITH ISLAND LIVING APARTMENTS, LTD. WITH RESPECT TO THE ISLAND LIVING APARTMENTS; (iv) THE DEVELOPMENT AGREEMENT WITH LYRIC HOUSING, LTD. WITH RESPECT TO THE PLAZA AT THE LYRIC; (iv) THE DEVELOPMENT AGREEMENT WITH ST JOHN PLAZA APARTMENTS, LLC WITH RESPECT TO THE ST JOHN PLAZA APARTMENTS; AND (vi) THE DEVELOPMENT AGREEMENT WITH AMC HTG I, LTD. WITH RESPECT

TO THE ALONZO MOURNING PROJECT, TO EXTEND THE TIME
CONTINGENCY FOR THE SOUTHEAST OVERTOWN/PARK WEST
COMMUNITY REDEVELOPMENT AGENCY TO OBTAIN BOND FINANCING
ON TERMS ACCEPTABLE TO THE BOARD OF COMMISSIONERS FROM
FEBRUARY, 2014 TO DECEMBER 31, 2014.

AGENDA ITEM # 1

**Southeast Overtown Park West
Community Redevelopment Agency
Financial Summary
January 31, 2014**

SEOPW CRA
Combined Statement of Financial Position
January 31, 2014

	SEOPW
Assets	
Cash - Unrestricted	\$240,000
Cash Allocated For Administration (Agency Administration, Outside Legal Counsel and State/Federal Lobbyists)	\$2,580,251
Cash Allocated For Residential Developments/Real Estate Acquisition/Debt Service	\$29,896,448
Cash Allocated For Other Redevelopment Expenditures (Job Creation, Quality of Life and Arts and Culture)	\$7,678,463
Cash Allocated For Infrastructure	\$3,130,754
Cash Allocated For Gibson Park and Indoor Basketball Court	\$5,251,559
Total Assets	<u><u>\$48,777,475</u></u>
Liabilities and Fund Balance	
Account Payables	\$0
FY 2013 Fund Balance (Audited)	\$27,960,526
Current Year Fiscal Year 2014	\$20,816,949
Total Liabilities and Fund Balance	<u><u>\$48,777,475</u></u>

SEOPW CRA**Combined Statement of Revenues and Expenditures****for the period ended****January 31, 2014**

		SOUTHEAST OVERTOWN PARK WEST			
		FY 2014	FY 2014	FY 2014	FY 2014
		APPROVED AMENDED	AS OF	% of	
		BUDGET	1/31/2014	Budget	Variance
SUMMARY					
REVENUES					
TAX INCREMENT REVENUES	\$7,543,853	\$7,543,852	100%	\$1	
CONTRIBUTION GOVTS-COUNTY	\$4,687,456	\$3,955,532	84%	\$731,924	
CHILDREN TRUST FUND CONTRIBUTION			0.00%	\$0	
OTHER REVENUES/CARRYOVER FB 2013	\$28,703,530	\$10,469,859	36.48%	\$18,233,671	
TOTAL REVENUES	\$40,934,839	\$21,969,243	54%	\$18,965,596	
EXPENDITURES					
COMMUNITY REDEV EXPENSES	\$39,336,688	\$325,088	1%	\$39,011,600	
GENERAL GOVERNMENT	\$1,358,151	\$827,206	61%	\$530,945	
BUDGET RESERVE	\$240,000		0%	\$240,000	
TOTAL EXPENDITURES	\$40,934,839	\$1,152,294	3%	\$39,782,545	
REVENUE LESS EXPENDITURES		\$20,816,949			

AGENDA ITEM # 2

December 11, 2013



Southeast Overtown Park West Community Redevelopment Agency

2013 Audit Results and Required Communications

Report to Those Charged with Governance



Sanson, Kline, Jacomino, Tandoc & Gamarra, LLP
5805 Blue Lagoon Drive | Suite 220 | Miami, FL 33126
Tel: (305) 269-8633 | Fax: (305) 265-0652 | www.skjtg-cpa.com

December 11, 2013

Management and Board Members
City of Miami Southeast Overtown Park
West Community Redevelopment Agency
Miami, Florida

Dear Management and Board Members:

We are pleased to present the results of our audit of the basic financial statements of the City of Miami Southeast Overtown Park West Community Redevelopment Agency (the "Agency") for the year ended September 30, 2013.

This report summarizes our audits, the scope of our engagement, and key observations and findings from our audit procedures for the year ended September 30, 2013. This report also contains the communications required by our professional standards and by *Government Auditing Standards*.

The audit was designed to express an opinion on the Agency's 2013 basic financial statements. In accordance with professional standards, we obtained a sufficient understanding of internal control to plan the audits and to determine the nature, timing, and extent of tests to be performed. However, we were not engaged to and we did not perform an audit of internal control over financial reporting.

This report is intended solely for the information and use of those charged with governance, and is not intended to be and should not be used by anyone other than these specified parties.

We appreciate this opportunity to meet with you to discuss the contents of this report, and to answer any questions that you may have about this report or any other audit-related matters. If you have any questions, please contact Richie C. Tandoc, Partner in charge of the audit, at (305) 269-8633, ext. 8016.

Very truly yours,

Sanson Kline Jacomino Tandoc & Gamarra, LLP

Southeast Overtown Park West Community Redevelopment Agency
2013 Audit Results and Required Communications

Generally Accepted Auditing Standards and *Government Auditing Standards* require the auditor to communicate certain matters to those charged with governance that may assist in overseeing management's financial reporting and disclosure process. Below is a summary of these required communications, and our response to each, as they apply to the Agency as of and for the fiscal year ended September 30, 2013.

Required Communication	Response
<p>Auditors' Responsibilities Under Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards (GAS)</p> <p>Our responsibility is to express an opinion on the Agency's financial statements based on our audit conducted in accordance with auditing standards generally accepted in the United States and <i>Government Auditing Standards</i>. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.</p> <p>In addition, we are required to report on the Agency's internal control over financial reporting and on compliance and other matters. However, providing assurance on the internal control or compliance with certain provisions of laws, regulations, contracts, and agreements was not an objective of our audit, and accordingly, we do not express such an opinion.</p>	<p>We have issued an unmodified opinion (i.e. clean opinion) on the Agency's basic financial statements for the year ended September 30, 2013.</p> <p>We have also issued our report on the Agency's internal control over financial reporting and on compliance and other matters for the year ended September 30, 2013. We noted no material weaknesses or material noncompliance issues.</p> <p>Both reports were dated December 11, 2013.</p>
<p>Significant Accounting Policies</p> <p>Initial selection of and changes in significant accounting policies or their application and new accounting and reporting standards during the year must be reported.</p> <p>In addition, we must discuss our judgments about the quality, not just the acceptability, of the accounting policies as applied in the Agency's financial reporting.</p>	<p>The Agency's significant accounting policies are described in Note 1 to the financial statements.</p> <p>Accounting principles selected by management are consistent with those prescribed by government accounting standards, and the Agency's financial statements and related disclosures are clearly presented in a complete manner.</p>
<p>Accounting Estimates</p> <p>The preparation of the financial statements requires the use of accounting estimates. We are required to inform those charged with governance of such accounting estimates and about our conclusions regarding the reasonableness of those estimates.</p>	<p>For fiscal year ended September 30, 2013, management's judgment was called upon to establish the useful lives of capital assets. We have determined that such estimates are reasonable.</p>
<p>Methods of Accounting for Significant Unusual Transactions and for Controversial or Emerging Areas</p> <p>We are required to inform those charged with governance about the methods used to account for significant unusual transactions and the effects of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.</p>	<p>We did not identify any significant unusual transactions by the Agency or any significant accounting policies used by the Agency related to controversial or emerging areas for which there is a lack of authoritative guidance.</p>
<p>Significant and/or Unadjusted Audit Adjustments</p> <p>We are required to inform those charged with governance about auditor adjustments arising from the audit (whether recorded or not) that could, in our judgment, have a significant effect, individually or in the aggregate, on the Agency's financial statements.</p>	<p>We had no significant audit adjustment during the current year's audit. All adjustments made during the audit were proposed by the Finance Officer, and approved by us.</p>

Southeast Overtown Park West Community Redevelopment Agency
2013 Audit Results and Required Communications

Required Communication	Response
Fraud and Illegal Acts We are required to inform those charged with governance about any and all fraud and illegal acts involving senior management and any fraud and illegal acts (whether caused by management or other employees) that cause a material misstatement of financial resources.	We are not aware of any fraud or illegal acts that occurred during the fiscal year involving senior management, or any fraud or illegal acts involving any employee that would cause a material misstatement of the financial statements.
Disagreements or Difficulties with Management We are required to inform those charged with governance about any significant disagreements or difficulties encountered with management.	We did not encounter any significant disagreements or difficulties with management during the course of the audit.
Major Issues Discussed with Management Prior to Retention We are required to inform those charged with governance about any major issues discussed with management prior to retaining us as auditors.	We did not discuss any major issues with management prior to retaining us as your auditors.
Independence We are required to communicate with those charged with governance, at least annually, the following: <ol style="list-style-type: none"> 1. Disclose, in writing, all relationships between us and the Agency and its related entities that, in our professional judgment, may reasonably be thought to impede our independence; 2. Confirm in writing that, in our professional judgment, we are independent of the Agency in accordance with generally accepted auditing standards and <i>Government Auditing Standards</i>; and 3. Disclose any non-audit services performed for the Agency. 	<ol style="list-style-type: none"> 1. There are no relationships between us and the Agency and its related entities that, in our professional judgment, may reasonably be thought to impede our independence. 2. With regards to our audit of the Agency as of September 30, 2013, we are independent with respect to the Agency, in accordance with Rule 101 of the American Institute of Certified Public Accountants' Code of Professional Conduct, its interpretations and rulings, and <i>Government Auditing Standards</i>. 3. We have not performed any non-audit services for the Agency during the fiscal year ended September 30, 2013, or thereafter.
Management Letter We are required to issue a management letter responding to certain requirements in accordance with the <i>Rules of the Auditor General</i> of the State of Florida.	We have issued a management letter in accordance with the <i>Rules of the Auditor General</i> of the State of Florida, dated December 11, 2013. We had no new findings or observations for the current year.
Management Representations We are required to communicate with those charged with governance about representations requested from management.	We requested certain representations from management that are included in the management representation letter dated December 11, 2013.

AGENDA ITEM # 3

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

To: Board Chair Keon Hardemon
and Members of the CRA Board

Date: February 15, 2014

File:14-00153

From: Clarence E. Woods, III *cu*

Executive Director

Subject: Resolution Approving the CRA's FY 2014
Amended Budget

References:

Enclosures: Legislation

BACKGROUND:

It is recommended that the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency ("CRA") adopt the attached Resolution approving and adopting the amended Tax Increment Fund and General Operating Budget of the CRA for the fiscal year commencing October 1, 2013 and ending September 30, 2014.

JUSTIFICATION:

On July 25, 2013, the CRA's Board of Commissioners, by Resolution No. CRA-R-13-0050, approved and adopted the Tax Increment Fund and General Operating Budget for FY 2014 based on estimates of tax increments funds expected to be received in early January 2014. The Budget has been amended to reflect the amount of tax increment funds actually received in January 2014 from each taxing authority that contributes to the CRA's Redevelopment Trust Fund.



City of Miami

Legislation

CRA Resolution

City Hall
3500 Pan American
Drive
Miami, FL 33133
www.miamigov.com

File Number: 14-00153

Final Action Date:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("CRA"), WITH ATTACHMENT(S), APPROVING AND ADOPTING THE CRA'S TAX INCREMENT FUND AND GENERAL OPERATING BUDGET, FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2014; DIRECTING THE EXECUTIVE DIRECTOR TO TRANSMIT A COPY OF THE AMENDED BUDGETS TO THE CITY OF MIAMI AND MIAMI-DADE COUNTY.

WHEREAS, the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency ("CRA"), pursuant to Resolution No. CRA-R-13-0050, passed and adopted on July 25, 2013, approved and adopted the CRA's FY '14 Tax Increment Fund and General Operating Budget; and

WHEREAS, it is necessary to amend the budgets to reflect the amount of tax increment funds actually received in January 2013 from each taxing authority that contributes to the CRA's Redevelopment Trust; and

WHEREAS, the Board of Commissioners wishes to approve and adopt the CRA's Amended Tax Increment Fund and General Operating Budget for the Fiscal Year commencing October 1, 2013 and ending September 30, 2014;

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 attached Amended Tax Increment Fund and General Operating Budget for the Fiscal Year commencing October 1, 2013 and ending September 30, 2014 are approved and adopted.

Section 3. The Executive Director is directed to transmit a copy of each budget to the City of Miami and Miami-Dade County.

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

APPROVED AS TO FORM AND SUFFICIENCY:

JESSICA N. PACHECO, ESQ.
SPECIAL COUNSEL

SEOPW GENERAL OPERATING TAX INCREMENT FUND BUDGET		FY 2014 SEOPW AMENDED BUDGET
REVENUES		
CITY OF MIAMI - TAX INCREMENT (ORIGINAL BOUNDARIES)	\$7,349,506	
MIAMI DADE COUNTY - TAX INCREMENT (ORIGINAL BOUNDARIES)	\$4,566,718	
CITY OF MIAMI - TAX INCREMENT (EXPANDED BOUNDARIES)	\$194,346	
MIAMI DADE COUNTY - TAX INCREMENT (EXPANDED BOUNDARIES)	\$120,738	
DISPOSITION OF LAND	\$10,159,541	
FY 2013 PARKING FEES	\$147,671	
GRANT FROM HEALTH FOUNDATION	\$10,000	
CARRYOVER FUND BALANCE	\$27,960,526	
TOTAL REVENUES	\$50,509,047	
REDEVELOPMENT EXPENDITURES		
PROFESSIONAL SERVICES - LEGAL	\$365,360	
ACCOUNTING AND AUDIT	\$17,000	
PROFESSIONAL SERVICES - OTHER	\$1,331,407	
OTHER CONTRACTUAL SERVICES	\$193,712	
LAND	\$665,310	
INTERFUND TRANSFER (Debt Service)	\$440,059	
INTERFUND TRANSFER (Grant)	\$47,140	
DEBT SERVICE PAYMENT	\$5,000,000	
CONSTRUCTION IN PROGRESS	\$3,320,373	
OTHER GRANTS AND AIDS	\$36,577,870	
ADMINISTRATIVE EXPENDITURES		
REGULAR SALARIES	\$958,890	
FICA TAXES	\$73,355	
LIFE AND HEALTH INSURANCE	\$147,244	
RETIREMENT CONTRIBUTION	\$78,024	
FRINGE BENEFITS	\$16,800	
OTHER CONTRACTUAL SERVICE	\$29,830	
TRAVEL AND PER DIEM	\$20,000	
COMMUNICATIONS	\$5,500	
UTILITY SERVICE	\$72,748	
INSURANCE	\$57,500	
OTHER CURRENT CHARGE	\$16,000	
SUPPLIES	\$10,000	
OPERATING SUPPLIES	\$8,000	
SUBSCRIPTION MEMBERSHIP/TRAINING	\$12,000	
MACHINERY AND EQUIPMENT	\$2,000	
ADVERTISING	\$30,000	
RENTAL AND LEASES	\$7,000	
POSTAGE	\$2,000	
REPAIR/MAINTENANCE - OUTSIDE	\$2,000	
INTERFUND TRANSFER	\$30,000	
BUDGET RESERVE	\$971,924	
TOTAL EXPENDITURES	\$50,509,047	

AGENDA ITEM # 4

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

To: Board Chair Keon Hardemon
and Members of the CRA Board

From: Clarence E. Woods, III *EW*
Executive Director

Date: February 14, 2013

Subject: Resolution Ratifying Expenditures for 2013
Holiday Tree Lighting Event.

References:

Enclosures: Supporting Documentation; Legislation

BACKGROUND:

The attached Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency ("CRA") ratifies the expenditure of funds, in an amount not to exceed \$7,648.88, to underwrite costs associated with the 2013 holiday tree lighting event held on NW 3rd Avenue, Miami, Florida.

The CRA oversees and facilitates the annual holiday tree lighting event, which serves to engage residents and attract visitors to the redevelopment area.

JUSTIFICATION:

Section 2, Goal 5, at page 11, of the 2009 Southeast Overtown/Park West Redevelopment Plan lists the promotion of "local cultural events, institutions, and businesses," and restoration of "a sense of community and unification of the area culturally," as a stated redevelopment goals and objectives.

FUNDING:

\$7,648.88 are to be allocated from SEOPW Tax Increment Fund, entitled "Other Grants and Aids" Account Code No. 10050.920101.883000.0000.00000.



CITY OF MIAMI
COMMUNITY REDEVELOPMENT AGENCY

AGENDA ITEM

FINANCIAL INFORMATION FORM

SEOPW CRA

CRA Board Meeting Date: February 24, 2014

CRA Section: Finance

Brief description of CRA Agenda Item:

Ratifying the expenditures of funds, in an amount not to exceed \$7,648.88, to underwrite costs associated with the 2013 holiday tree lighting event held on NW 3rd Avenue, Miami, Florida.

Project Number (if applicable):

YES, there are sufficient funds in Line Item:

Account Code: 10050.920101.5340000.0000.00000 (SEOPW) Amount: \$7,648.88

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/Minor Object		
From		\$
To		\$
From		\$
To		\$

Comments: _____

Approved by: Chanel Shultz
CRA Executive Director/Designee

Date: 02/18/14

APPROVAL

Verified by:	<u>Miguel Valdés</u>
Financial Officer:	<u>Miguel Valdés</u>
Date:	<u>2/14/14</u>

SUPPORTING DOCUMENTATION

Date	Source Name	Memo	Amount
ChristmastreeLightingCeremony2013			
12/03/2013	Kevin Burns-KB Christmas Trees	13-420-Christmas Tree	-2,200.00
12/11/2013	Jonelle M. Adderley	Reimbursement for Christmas Cookies, cups and napkins	-108.77
12/11/2013	Nia's Creation	Balloons decoration and cupcakes	-350.00
12/11/2013	Capital One Bank	4802-1392-2914-7580-christmas items for ceremony held on 12/6/2013	-668.38
12/11/2013	Vance Stringer	3671-DJ Sound Equipment	-500.00
12/11/2013	Black Archives Foundation	225	-200.00
12/17/2013	AAA Flag & Banner	5987589-SEOPW CRA 2013 Holiday Street Banners	-2,205.73
12/23/2013	All American Barricades Corp	00004162QB MOT CRA Christmas Tree Lighting Ceremony	-750.00
01/07/2014	ChristmastreeLightingCeremony2013	Showmobile December 6, 2013	-210.00
01/07/2014	ChristmastreeLightingCeremony2013	Police Services	-456.00
Total ChristmastreeLightingCeremony2013			-7,648.88
			-7,648.88
			-7,648.88

SUPPORTING
DOCUMENTATION

INVOICE 13-420 ✓

11-21-13

KB'S REAL CHRISTMAS TREES
P.O.BOX 610817
NORTH MIAMI, FL. 33261
305-899-1955

SUPPORTING
DOCUMENTATION

CITY OF MIAMI
CRA CHRISTMAS TREE

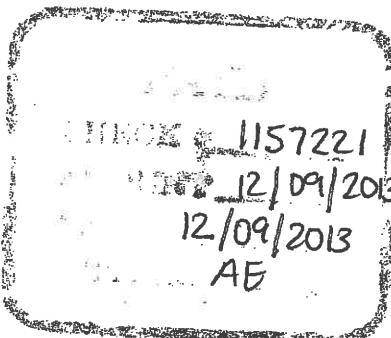
1 18'-20' LARGE CHRISTMAS TREE \$1600.00

DELIVERY AND INSTALLATION \$600.00

TOTAL \$2200.00

THANK YOU FOR YOUR BUSINESS

12/02/13
Reynaldo Diaz / 12/2/13
CRA Staff / Project Manager
NFT
ASSISTANT DIRECTOR
Finance
Executive Director



Jonelle Adderley.



N. MIAMI BEACH#182

14585 BISCAYNE BLVD.
N. MIAMI, FL 33181
Seasons Greetings & Happy Holidays

MEMBER #111812268172

E	5 @ 17.99	
	99905 COOKIE TRAY	89.95
	453879 NAPKINS	7.89 A
	779073 HOLIDAY CUPS	9.69 A
	SUBTOTAL	107.53
A	7% TAX	1.24
	TOTAL	108.77
	Cash	120.00
	CHANGE	11.23

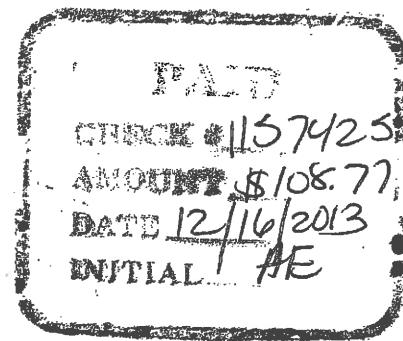
TOTAL NUMBER OF ITEMS SOLD = 7

Executive Members earn a 2% Reward
annually up to \$750, or approximately
\$2.15 on this purchase. There also
set added benefits & larger discounts
on Costco Services like Travel. See
Membership for exclusions and details

CASHIER: DANIEL G. REG# 8
12/05/2013 12:02 0182 08 0109 125

WDE-26-409 CWD

Thank You!
* Please Come Again *



Jonelle Adderley
CRA Strategic Project Manager
Assistant Director
Finance
Executive Director

Nia's Creation

268 NW 11st St.
Miami, Fl 33136

DEC 15 1975

Invoice

Phone: (786) 366-1448
E-mail: onlyniacreations@gmail.com

To:

Invoice #

Date: December 2, 2013

City of Miami

Southwest Overtown/Park West
1490 NW 3rd Avenue
Suite 105
Miami, Fl. 33136

Make all checks payable to:

Ayesha Sands A.S. AYESHA SANDS

Total due in 15 days. Overdue accounts subject to a service charge of 1% per month.

Thank you for your business!



More saving.
More doing.SM

3030 SW 8TH STREET MIAMI, FLORIDA 33135
SERVICE AND INFORMATION: (305) 643-3777

0277 00020 11450 12/04/13 12:05 PM
CASHIER ONEVIS - 0JV3909

787623065011 POINSETTIA <A>
POINSETTIA 6.5IN
36@3.98

787629100132 10IN BASKET <A> 143.28
POINSETTIA 10IN HB
6@14.99

89.94

SUBTOTAL
SALES TAX

233.22

16.33

TOTAL

\$249.55

249.55

TA

XXXXXX9811 VISA

AUTH CODE 089343/6204905

P.O.#/JOB NAME: NO



0277 20 11450 12/04/2013 2685

RETURN POLICY DEFINITIONS

A POLICY ID 1 DAYS POLICY EXPIRES ON
90 03/04/2014
THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS. PLEASE SEE THE
RETURN POLICY SIGN IN STORES FOR
DETAILS.

BUY ONLINE PICK-UP IN STORE
AVAILABLE NOW ON HOMEDEPOT.COM.
CONVENIENT, EASY AND MOST ORDERS
READY IN LESS THAN 2 HOURS!

ENTER FOR A CHANCE
TO WIN A \$5,000
HOME DEPOT GIFT
CARD!

For Christmas tree
lighting Ceremony.



2400 N.W. 72nd AVE. • MIAMI, FL 33122 • (305) 444-5332

315

Name CITY OF MIAMI, CRA.
Address SEOPW Overtown
1480 NW 3 Ave
MIAMI FLA 33128

Date 12/5/13
Phone 305-679-6800
Pick Up 12/5/13
Return 12/9/13

SECURITY DEPOSIT \$ deffer CASH OR APPROVED CREDIT CARD. PAID NOT PAID

CONDITIONS OF RENT

Costumes and accessories are rented for a twenty-four (24) hour period. Customers will be charged an additional rental fee if costumes and accessories are not returned within said twenty-four (24) hour period, unless prior arrangements, in writing, are made with the management of Dixon Costumes, Inc.

This contract must be presented for pick up and return of rented costumes.

All costumes must be returned on hangers, along with this contract, in order to have your security deposit refunded.

Costumes and accessories remain the property of Dixon Costumes, Inc. at all times.

The customer will be charged full retail price for any damaged or lost costumes or accessories.

Dixon Costumes, Inc. will not accept any cancellations, regardless of any excuses.

There will be no refund of any reservation deposit for any reason whatsoever.

I understand and agree to all of the above stated conditions of rent.

Signature Ricardo Urdaneta

Este contrato de **1990 N** secojer y
devolver sus dif **Sale Miami**

Los disfraces de la VISA
con este contrato: XXXXXXXXXXXX9811
garantía.

Entry Method: Manual
Todas las piezas de Apprvd: Online Batch#: 000000 en devuel-
tos, asi como dafe 12/05/13 15:48:05 al precio
completo al detalle.

NO SE ADMITEN Inv #: 00000005 ABRC Code: 043805

Una vez que se haga el total: \$ 125.00 devolvera

Customer Copy
THANK YOU!
rdo y se



~~More saving.
More doing.~~

EAST HIALEAH HOME DEPOT
SM FRAGA CHRISTOPHER 305-883-7748

6378 00020 34916 12/02/13 01:19 PM
CASHIER TASHARA - TMW5933

030075514379 LED C9-WRMWT <A>
E/O ESMART-LED 100L C9 STRING-WRM WT
5047.98 239.90

SUBTOTAL	239.90
SALES TAX	16.80
TOTAL	\$256.70

XXXXXXXXXXXX9811 VISA
AUTH CODE 003725/8201174

P.O.#/JOB NAME: MARTINEZ



6378 20 34916 12/02/2013 9220

RETURN POLICY DEFINITIONS
POLICY ID: 1 DAYS POLICY EXPIRES ON
A 1 90 03/02/2014
THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS. PLEASE SEE THE
RETURN POLICY SIGN IN STORES FOR
DETAILS.

BUY ONLINE PICK-UP IN STORE
AVAILABLE NOW ON HOMEDEPOT.COM.
CONVENIENT, EASY AND MOST ORDERS
READY IN LESS THAN 2 HOURS!

ENTER FOR A CHANCE
TO WIN A \$5,000
HOME DEPOT GIFT
CARD!

Share Your Opinion With Us! Complete
the brief survey about your store visit
and enter for a chance to win at:

www.homedepot.com/opinion

COMPARTA SU OPINION EN UNA BREVE
ENCUESTA PARA LA OPORTUNIDAD DE GANAR.

User ID:
76499 70141

Password:
13602 70121

Entries must be entered by 01/01/2014.
Entrants must be 18 or older to enter.
See complete rules on website. No
purchase necessary.

Christmas tree
lights.

VANCE STRINGER
955 CURTISS DRIVE
Opa-Locka, Fl 33054
786-287-4537

DEC 4 1974 CHM

✓ INVOICE / DATE 12/6/13
✓ #3671

Bill To: C.R.A.

city of miami

HARD

INVOICE #1157521
AMOUNT \$ 500.00
DATE 12/19/2013
INITIAL AE

<u>Description</u>	<u>Rental:</u>	<u>Amount</u>
DJ & Sound System		
(2.) cordless mic system		\$ 500.00
(1.) colorful stage lighting unit		
(1.) generator unit		
2 Bounce houses		
1 Popcorn Machine		
2 hr. Rental		
5 p.m. - 7 p.m.		
		<i>Janelle Coffey</i>
		<i>NAF</i>
	Assistant Director	
	Finance	
	Executive Director	
Thank You		Total to be Paid
<i>Vanessa Styr</i>		\$ 500.00

*The Black Archives History &
Research Foundation of S Fla*

5400 Northwest 22nd Avenue
Box 300- Building C, Suite 101
Miami, FL 33142-3009

Invoice

Date	Number #
12/9/2013	225

Bill To

*City of Miami SEOPW CRA
49 NW 5th Street Suite 100
Miami, FL 33128
Attn: Chelsea Arscott*

Jamilia Adele
CRA Staff / Project Manager
Assistant Director
Executive Director

Item	Description	Qty	Rate	Amount
Tent Rental	SEOPW CRA-Tree Lighting Ceremony 12/6/2013 3:30-8:00pm		0.00	0.00
Labor Setup	Tent Setup 20' x40' Inkind SEOPW CRA Tree Lighting Ceremony 12/6/2013 3:30-8:00pm	4	50.00	200.00
<p>Make Checks Payable to The Black Archives History and Research Foundation of South Florida, Inc. Mail To: 5400 NW 22 Ave: Suite 101 Box 300 Miami, FL 33142</p>				<p>Check # <u>1157363</u> Amount # <u>\$200.00</u> Date: <u>12/16/2013</u> Initial: <u>AE</u></p>
			Total	\$200.00
Phone #		E-mail	Payments/Credits	\$0.00
305-636-2390		finance@theblackarchives.org	Balance Due	\$200.00



AAA Flag & Banner Mfg. Co., Inc.

Corporate Headquarters
8955 National Blvd
Los Angeles, CA 90034
(310) 836-3341

Invoice

Invoice #	Invoice Date
5987589	12/3/2013
Reference	Sales Team
Sales Order #176303	183 NECA OR RETTA

Customer Name
CITY OF MIAMI - CRA : Jonelle Adderley

Bill To
CITY OF MIAMI - CRA
Holiday Banners--SEOPW Community Redevelopment Ag...
1490 NW 3RD AVE.
SUITE # 105
MIAMI FL 33136
United States

Ship To
Cesar Carrillo
AAA Flag & Banner
681 NW 108th Street
Miami FL 33168
United States

Project Title	Ship Date	Tracking Number(s)		
Holiday Banners--SEOPW Community Redevel...	12/3/2013	1Z9207650245056227		
Terms	P.O. #	F.O.B.	Insured?	Shipped Via
NET 30 DAYS	SEOPW Community ...	F.O.B. - AAA LA		UPS-2ND DAY AIR

Qty	Item Name	Description	Finishing Notes	Each	Amount
15	Holiday Banners--SEOPW Community Redevelopment Agency	VUTEK - ROLL * Flexible * 60" H X 24" W * VINYL BLOCKOUT * DF:S * 4 C/P * FL: Wind Slits , Sewing-Pole Pockets 3" * FM: Grommets Brass Reg *	3" pole pocket top and bottom wind cuts and grommets on pole side	67.50	1,012.50
15		FLORIDA-INSTALLATION * install of Holiday Banners--SEOPW Community Redevelopment Agency for Overtown area on NW 3rd Avenue from NW 8th Street to 20th Street (Small Black Poles) .		37.50	562.50
15		FLORIDA-INSTALLATION * removal of Holiday Banners--SEOPW Community Redevelopment Agency		25.00	375.00
		Overtown area on NW 3rd Avenue from NW 8th Street to 20th Street (Small Black Poles) .			

Amount Paid	0.00	Amount Due	2,205.73
-------------	------	------------	----------

A FINANCE CHARGE OF 1 1/2% PER MONTH WHICH IS EQUIVALENT TO AN ANNUAL PERCENTAGE RATE OF 18% ON ACCOUNTS PAST DUE.
It is expressly understood and agreed that title to the merchandise listed above does not pass title until full payment has been received by AAA Flag & Banner Mfg. Co. It is further understood and agreed that in event it becomes necessary for AAA Flag & Banner, Mfg. Co to institute necessary legal action to collect payment for merchandise sold herein, purchaser will pay all collection costs, including reasonable attorney's fees. AAA Flag & Banner, Co. uses the highest quality materials and workmanship in production of its flags, signs, and banners, but cannot guarantee any damages due to weather and wind conditions. ALL claims and returned goods MUST be accompanied by this invoice within 5 days of receipt.

Any Complaints or Returns must be made within 5 days of receipt of goods. Upon approval, stock items will be issued a store credit. Customer products will either be repaired, replaced, or issued a store credit upon approval.
Goods must be picked up within 15 days of completion, as AAA will not be responsible after this point. AAA cannot assume responsibility for shipping/freight delivery of lost or damaged goods if insurance is not requested.

AAA is proud to support up-cycling through a network of partners. Please ask your Sales Rep on how you can turn your old banners into a new life & product rather than having them go to the landfills.

Please remit all payments to: AAA Flag & Banner * 8955 National Blvd * Los Angeles * Ca * 90034



AAA Flag & Banner Mfg. Co., Inc.

Corporate Headquarters
8955 National Blvd
Los Angeles, CA 90034
(310) 836-3341

Invoice

Invoice #	Invoice Date
5987589	12/3/2013
Reference	Sales Team
Sales Order #176303	183 NECA OR RETTA

Qty	Item Name	Description	Finishing Notes	Each	Amount
1		FREIGHT & DELIVERY * shipping of banners to be determined based on timeframe		0.00	0.00
1		ART WORK-NON TAXABLE * cost for holiday templates to be set up Blue background with snowflakes (#5 on holiday banners) banners are 24" w x 60" h Happy Holidays (City Names is) South East Overtown Park West Community Redevelopment Agency		75.00	75.00
1		ART WORK-NON TAXABLE * cost for holiday templates to be set up # 12 on holiday banners red background with bells - banners are 24" w x 60" copy to read : Happy Holidays (City Names is) South East Overtown Park West Community Redevelopment Agency		75.00	75.00

Subtotal
Shipping Cost (UPS-2ND DAY AIR)
Total
Amount Due

2,100.00
105.73
2,205.73
\$2,205.73

Janelle Aebel
CHIEF STAFF / Project Manager
ASSISTANT DIRECTOR
Finance
Executive Director

RECEIVED
CHECK # 1157545
AMOUNT \$2,205.73
DUE 12/23/2013
INITIAL AE

Amount Paid	0.00	Amount Due	2,205.73
-------------	------	------------	----------

A FINANCE CHARGE OF 1 1/2% PER MONTH WHICH IS EQUIVALENT TO AN ANNUAL PERCENTAGE RATE OF 18% ON ACCOUNTS PAST DUE.
It is expressly understood and agreed that title to the merchandise listed above does not pass title until full payment has been received by AAA Flag & Banner Mfg. Co. It is further understood and agreed that in event it becomes necessary for AAA Flag & Banner, Mfg. Co. to institute necessary legal action to collect payment for merchandise sold herein, purchaser will pay all collection costs, including reasonable attorney's fees. AAA Flag & Banner, Co. uses the highest quality materials and workmanship in production of its flags, signs, and banners, but cannot guarantee any damages due to weather and wind conditions. ALL claims and returned goods MUST be accompanied by this invoice within 5 days of receipt.

Any Complaints or Returns must be made within 5 days of receipt of goods. Upon approval, stock items will be issued a store credit. Customer products will either be repaired, replaced, or issued a store credit upon approval. Goods must be picked up within 15 days of completion, as AAA will not be responsible after this point. AAA cannot assume responsibility for shipping/freight delivery of lost or damaged goods if insurance is not requested.

Please remit all payments to: AAA Flag & Banner * 8955 National Blvd * Los Angeles * Ca * 90034



All American Barricades Corp.
3355 NW 154th Terrace
Miami Gardens, FL 33054

Invoice

Date	Invoice #
12/6/2013	00004162QB

Bill To
SEOPW Community Redevelopment Agency Antonette English 1490 NW 3 Ave Ste. 105 Miami, FL 33136

Project
001264-Tree Lighting Ceremony

P.O. #	Billed From	Billed To	Terms
IFY2014	12/6/2013	12/6/13	Due on receipt

Description	Unit Days	Price/Unit	Amount
(MOT) Maintenance of Traffic Drawing	1	150.00	150.00
Lump Sum Special Event	1	450.00	450.00
Delivery (Set Up)	1	75.00	75.00
Pick Up (Take Down)	1	75.00	75.00

CRA Staff / Project Manager
Assistant Director
Finance
Executive Director

Paid
CHECK # 133099
AMOUNT \$750.00
DATE 12/30/2013
INITIAL AE

Thank you for your business.

Subtotal	\$750.00
Sales Tax (7.0%)	\$0.00
Total	\$750.00
Payments/Credits	\$0.00
Balance Due	\$750.00

Service Charge of 1.25% Per Month 15% Annual To All Past Due.



of Parks & Recreation

1. 2nd Avenue - 8th Floor
Miami, FL 33130
-1361 Fax (305) 416-1377

卷之三

DATE: November 22, 2013
INVOICE # 12062013S

BILL TO:

FOR: CRA

Jonelle Adderly/Marketing Coordinator

Southeast Overtown/Park West Community Redevelopment Agency
1490 NW 3rd Avenue
Miami, FL 33136
305-679-6800
iadderly@miamigov.com

jadderly@miamigov.com

**ALL PAYMENTS SHOULD BE MADE PAYABLE TO THE CITY OF MIAMI
in form of a money order or cashier's check ONLY, three days prior to use!**



**City of Miami Police Department
Special Events Detail**
444 SW 2nd Ave 1st Floor Ste 111
Miami, Florida 33130
(305) 603-6510 Fax(305) 603-6601

QUOTE

Customer #2883

Name **New Washington Heights CRA Project**

Address 1600 N.W. 3 ave

City Miami State FL ZIP 33136

Phone 305 576 3084

Fax

Date 12/1/13

Order No 20132207

Rep. J. Fundora

FOB

Qty	Description	Unit Price	TOTAL
7	<p>Christmas Tree Lighting Ceremony</p> <p>Friday, December 6, 2013</p> <p>1630 HRS TO 2000 HRS</p> <p>7 Hrs. (2) Officer</p>	\$45.00	\$315.00

Payment Details

- Check
- Cashiers Check
- Money Transfer

Name Miami Police Special Events

CC #

Due By: 11/22/13

Subtotal	\$315.00
Admin Fee	\$21.00
Misc*	\$120.00
TOTAL	\$456.00

Office Use Only

*Road Closure Permit

To view the status of your job, please visit 'http://www.miami-police.org/off_duty_jobs.asp'. You will require the order (job) and customer numbers found on this quote.

Janelle Schleifer
CRA Staff / Project Manager
M/F
Assistant Director
Finance
Executive Director



City of Miami

Legislation

CRA Resolution

City Hall
3500 Pan American
Drive
Miami, FL 33133
www.miamigov.com

File Number: 14-00143

Final Action Date:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY RATIFYING THE EXPENDITURE OF FUNDS, IN AN AMOUNT NOT TO EXCEED \$7,648.88, TO UNDERWRITE COSTS ASSOCIATED WITH THE 2013 HOLIDAY TREE LIGHTING EVENT HELD ON NW 3RD AVENUE, MIAMI, FLORIDA; ALLOCATING FUNDS FROM SEOPW, "OTHER GRANTS AND AIDS," ACCOUNT CODE NO. 10050.920101.883000.0000.00000.

WHEREAS, the Southeast Overtown/Park West Community Redevelopment Agency ("CRA") is responsible for carrying out community redevelopment activities and projects within its Redevelopment Area in accordance with the 2009 Southeast Overtown/Park West Redevelopment Plan ("Plan"); and

WHEREAS, Section 2, Goal 5, at page 11, of the Plan lists the promotion of "local cultural events, institutions, and businesses," as a stated redevelopment goal; and

WHEREAS, Section 2, Goal 5, at page 11, of the Plan also lists "restor[ing] a sense of community and unify[ing] the area culturally," as a stated redevelopment goal; and

WHEREAS, in furtherance of the aforementioned redevelopment goal, the CRA oversees and facilitates the annual holiday tree lighting event, which serves to engage residents and attract visitors to the redevelopment area; and

WHEREAS, the Board of Commissioners wishes to ratify the expenditure of funds, in an amount not to exceed \$7,648.88, to underwrite costs associated with the 2013 holiday event held on NW 3rd Avenue, Miami, Florida;

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

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

Section 2. The Board of Commissioners ratifies the expenditure of funds, in an amount not to exceed \$7,648.88, to underwrite costs associated with the 2013 holiday tree lighting event held on NW 33rd Avenue, Miami, Florida.

Section 3. Funds are to be allocated from SEOPW Tax Increment Fund, "Other Grants and Aids," Account Code No. 10050.920101.883000.0000.00000.

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

APPROVED AS TO FORM AND SUFFICIENCY:

JESSICA N. PACHECO, ESQ.
SPECIAL COUNSEL

AGENDA ITEM # 5

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

To: Board Chair Keon Hardemon
and Members of the CRA Board

Date: February 14, 2013

File: 14-00147

From: Clarence E. Woods, III *clw*
Executive Director

Subject: Resolution Authorizing Renewal of Contract
for Streetlight Maintenance

References:

Enclosures: Legislation

BACKGROUND:

The attached Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency ("CRA") ratifying the exercise of the CRA's options to renew its services agreement with Horsepower Electric, Inc. ("Horsepower") to provide streetlight maintenance services on CRA-maintained streetlights ("services") for the period of September 1, 2013 through August 31, 2014, at the annual rate of \$25,000. This Resolution also authorizes the Executive Director to exercise the CRA's option to renew said service agreement with Horsepower to provide services for the period of one (1) year, commencing September 1, 2014, at the annual rate not to exceed \$25,000.

The CRA maintains certain properties which require regular maintenance, including streetlights. The Board of Commissioners, by Resolution No. CRA-R-11-0022, passed and adopted on April 25, 2011, authorized the execution of a Services Agreement with Horsepower Electric, Inc. ("Horsepower") for one (1) year with four (4) one-year renewal options.

JUSTIFICATION:

Section 2, Principle 10, at page 16, of the 2009 Southeast Overtown/Park West Redevelopment Plan (the "Plan") provides for the streets and buildings to be attractive. Section 2, Goal 6/Principle 10, at pages 11 and 16, of the Plan also lists "[i]mproving the quality of life for residents," and the "[m]aintenance of public streets and spaces . . . in a consistent manner . . .," as stated redevelopment goals.

FUNDING:

\$25,000 is to be allocated from SEOPW Tax Increment Fund, entitled "Other Contractual Services" Account Code No. 10050.920101.534000.0000.00000.



CITY OF MIAMI
COMMUNITY REDEVELOPMENT AGENCY

AGENDA ITEM

FINANCIAL INFORMATION FORM

SEOPW CRA

CRA Board Meeting Date: February 24, 2014

CRA Section: Finance

Brief description of CRA Agenda Item:

Ratifying the exercise of the CRA's option to renew its service agreement with Horsepower Electric, Inc. to provide streetlight maintenance services on CRA-maintained streetlights for the period of September 1, 2013 through August 31, 2014, at the annual rate of \$25,000.

Project Number (if applicable):

YES, there are sufficient funds in Line Item:

Account Code: 10050.920101.534000.0000.00000 (SEOPW) Amount: \$25,000.00

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/Minor Object		
From		\$ _____
To		\$ _____
From		\$ _____
To		\$ _____

Comments: _____

Approved by: Glenn E. Scott
CRA Executive Director/Designee

Date: 02/12/14

APPROVAL

Verified by:	<u>Miguel Valenzuela</u>
Financial Officer:	
Date:	<u>2/14/14</u>

**SUPPORTING
DOCUMENTATION** PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the 15 day of September, 2011 by and between the **SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY**, of the City of Miami, a public agency and body corporate created pursuant to Section 163.356, Florida Statutes, the **OMNI REDEVELOPMENT DISTRICT COMMUNITY REDEVELOPMENT AGENCY**, of the City of Miami, a public agency and body corporate created pursuant to Section 163.356, Florida Statutes (collectively referred to herein as the "CRA"), and **HORSEPOWER ELECTRIC, INC.**, a Florida corporation ("PROVIDER").

RECITALS

- A. WHEREAS, the CRA maintains two-hundred fifty-nine (259) streetlights, which require maintenance every month to insure that the streetlights are operational at all times, including replacing poles, fixtures, glass covers, ballasts, fuses, fuse holders, photoelectric cells, wiring, lighting contacts, breakers, electrical panels, disconnects, junction boxes, pull boxes, hand holes, covers, etc; and
- B. WHEREAS, On February 3, 2011, the CRA issued a Request for Service 11-01 for streetlight maintenance services ("RFS"); and
- C. WHEREAS, Provider submitted a response to the RFS ("Response") that was deemed most qualified, which Response is incorporate and made a part of this Agreement; and
- D. WHEREAS, the CRA has determined that PROVIDER is the lowest responsive and responsible bidder; and
- E. WHEREAS, the PROVIDER wishes to perform the professional services ("Services") required by the CRA and the CRA wishes to engage the services of the PROVIDER on the terms and conditions set forth herein; and

**SUPPORTING
DOCUMENTATION!**

WHEREAS, pursuant to Southeast Overtown Parkwest CRA Resolution CRA-R-11-0022 and Omni CRA Resolution CRA-R-11-0024 adopted April 25, 2011, the CRA Board of Commissioners authorized the Executive Director to execute and enter into an agreement with Provider;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the PROVIDER and the CRA agree as follows:

TERMS

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

2. TERM. The term of this Agreement shall be for one (1) year commencing on the date written above. The CRA shall have four (4) options to extend the term for a period of one year each, subject to availability, appropriation of funds, and CRA Board approval.

3. SCOPE OF SERVICE. PROVIDER agrees to provide the Services specifically described in Exhibit "A" attached hereto and hereby incorporated into and made a part of this Agreement. PROVIDER will only provide services related to those listed in Exhibit "A" for which the CRA issues a specific Notice to Proceed.

a. PROVIDER represents and warrants to the CRA that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due to the CRA, or the City of Miami, including payment of permit fees, occupational licenses, etc., not in the performance of any obligations to the CRA; (iii) all personnel assigned to perform the Services are, and shall be, at all times during the term hereof, fully qualified, licensed and trained to perform the tasks assigned to each; and (iv) the Services will be performed in the manner described in Exhibit "A."

b. The PROVIDER agrees that it will not retain the services of additional subcontractors without obtaining the approval of the CRA which may be withheld in the CRA's sole discretion. Notwithstanding the CRA's approval rights hereunder, the PROVIDER acknowledges and covenants that it shall be responsible for all services performed by its subcontractors to the same extent as the PROVIDER had provided said services.

4. COMPENSATION.

a. The amount of compensation payable by the CRA to the PROVIDER shall be based on the rates and schedules described in Exhibit "B" attached hereto, but only for the completion of tasks for which CRA has issued a Notice to Proceed; provided, however, that in no event shall the total amount of compensation CRA pays to PROVIDER exceed Forty Thousand Dollars (\$40,000), inclusive of all reimbursable expenses, without written authorization from the CRA's Executive Director.

b. Unless otherwise specifically provided in Exhibit "B," all payments due hereunder shall be made within thirty (30) days after receipt of PROVIDER's invoice, which shall be certified as to the percentage of completion of the tasks identified and described in Exhibit "A," and be accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit of expenditures, should the CRA require one to be performed. Failure by PROVIDER to comply with this Section may cause a delay in payment by the CRA.

5. TIME FOR COMPLETION. The PROVIDER agrees to complete the Services in accordance with Exhibit "A." Any specific task related service described in Exhibit "A" shall commence within seven (7) days of the PROVIDER's receipt of a CRA Notice to Proceed.

6. OWNERSHIP OF DOCUMENTS. The PROVIDER understands and agrees that any information, document, report or any other material whatsoever which the CRA gives to the PROVIDER or which is otherwise obtained or prepared by the PROVIDER pursuant to or under the

terms of this Agreement is and shall at all times remain the property of the CRA. The PROVIDER agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of CRA, which may be withheld or conditioned by the CRA in its sole discretion.

7. AUDIT RIGHTS. The CRA may, at reasonable times, and for a period of up to three (3) years following the date of final payment by the CRA to the PROVIDER under this Agreement, audit, or cause to be audited, those books and records of the PROVIDER which are related to the PROVIDER's performance under this Agreement. The PROVIDER agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

8. AWARD OF AGREEMENT. The PROVIDER represents and warrants to the CRA that it has not employed or retained any person or company employed by the CRA to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

9. PUBLIC RECORDS. The PROVIDER understands that the public shall have access, at all reasonable times, to all documents and information pertaining to CRA contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the CRA and the public to all documents subject to disclosure under applicable law. The PROVIDER's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the CRA.

10. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS. The PROVIDER understands that agreements between private entities and local governments are subject to certain laws

and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. CRA and the PROVIDER agree to comply with and observe all applicable federal, state and local laws, rules, regulations, codes and ordinances, as may be amended from time to time.

11. NON-RE COURSE. This Agreement is non-recourse to the CRA. In the event of breach of this Agreement by the CRA, the PROVIDER may only seek specific performance of this Agreement and any recovery shall be limited to the amount set forth in Section 4(a) of this Agreement.

12. INDEMNIFICATION. The PROVIDER shall indemnify, defend and hold harmless the CRA, the City of Miami and its officials, employees and agents (collectively referred to as "Indemnities") from and against any and all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees), or liabilities (collectively referred to as "Liabilities") arising out of, resulting from, or in connection with: (i) the performance or non-performance of the Services contemplated by this Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of the PROVIDER or its employees, agents or subcontractors (collectively referred to as "PROVIDER"); (ii) the failure of the PROVIDER to comply with any of the paragraphs here; (iii) the failure of the PROVIDER to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of this Agreement; or (iv) the defense of any such claim or in the investigation thereof. The PROVIDER expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of PROVIDER, or any of its subcontractors, as provided above, for which the PROVIDER's liability to such employee or former employee would otherwise be limited to payment under state Workers' Compensation or similar laws.

13. INSURANCE. The PROVIDER shall, at all times during the term hereof, maintain such insurance coverage described in Exhibit "C" attached hereto. All such insurance, including renewals, shall be subject to the approval of the CRA (which approval shall not be unreasonably withheld) for adequacy of protection and evidence of such coverage shall be furnished to the CRA on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled during the performance of the services under this contract without thirty (30) calendar days prior written notice to the CRA. Completed Certificates of Insurance shall be filed with the CRA, to the extent practicable, prior to the performance of services hereunder, provided, however, that the PROVIDER shall at any time upon request by the CRA file duplicate copies of the policies of such insurance with the CRA. If, in the reasonable judgment of the CRA, prevailing conditions warrant the provision by the PROVIDER of additional liability insurance coverage or coverage which is different in kind, the CRA reserves the right to require the provision by the PROVIDER of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the PROVIDER fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following the CRA's written notice, this Agreement shall be considered terminated on the date the required change in policy coverage would otherwise take effect. Upon such termination, the CRA shall pay the PROVIDER compensation for services rendered, and expenses incurred, prior to the date of termination but shall not be liable to the PROVIDER for any additional compensation, or for any consequential or incidental damages.

14. DEFAULT. If the PROVIDER fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then the PROVIDER shall be in default. Upon the occurrence of a default hereunder, the CRA, in addition to all remedies available to it by law,

may immediately, upon written notice to the PROVIDER, terminate this Agreement whereupon all payments, or other compensation paid by the CRA to the PROVIDER while the PROVIDER was in default shall be immediately returned to the CRA. The PROVIDER understands and agrees that termination of this Agreement under this section shall not release the PROVIDER from any obligation accruing prior to the effective date of termination. Should the PROVIDER be unable or unwilling to commence to perform the Services within the time provided or contemplated herein, then, in addition to the foregoing, the PROVIDER shall be liable to the CRA for all expenses incurred by the CRA in preparation and negotiation of this Agreement, as well as all costs and expenses incurred by the CRA in the re-procurement of the services, including consequential and incidental damages.

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

16. CRA'S TERMINATION RIGHTS. The CRA shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to the PROVIDER at least five (5) calendar days prior to the effective date of such termination. In such event, the CRA shall pay to the PROVIDER compensation for services rendered and expenses incurred prior to the effective date of termination. Such payment shall be determined on the basis of the hours or the percentage of the total work performed by the PROVIDER up to the time of termination certified in accordance with the provisions of this Agreement. In the event partial payment has been made for professional services not

performed, the PROVIDER shall return such sums to the CRA within ten (10) days after receipt of written notice that said sums are due. In no event, shall the CRA be liable to the PROVIDER for any additional compensation, other than that provided herein, nor for any consequential or incidental damages.

The CRA may terminate this Agreement, without notice to the PROVIDER, upon the occurrence of an event of default hereunder. In such event, the CRA shall not be obligated to pay any amounts to the PROVIDER and the PROVIDER shall reimburse to the CRA all amounts received while PROVIDER was in default under this Agreement.

17. NONDISCRIMINATION. The PROVIDER represents and warrants to the CRA that the PROVIDER does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with the PROVIDER's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. The PROVIDER further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

18. CONFLICT OF INTEREST.

a. The PROVIDER is aware of the conflict of interest laws of the City of Miami (Miami City Code Chapter 2, Article V), 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.

b. The PROVIDER 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 CRA. The PROVIDER 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 the PROVIDER, its employees or associated persons, or entities must be disclosed in writing to the CRA.

c. The PROVIDER shall decline proffered employment by another client(s) if the exercise of the PROVIDER's independent professional judgment on behalf of the CRA, on any matter directly related to the Services, will be or is likely to be adversely affected by the acceptance of such proffered employment; provided, however, that the PROVIDER may represent a client(s) with an interest adverse to the CRA if the subject matter of such representation is not related to the Services described in this Agreement and if the CRA waives any conflict or alleged conflict with respect to such representation. Should the PROVIDER request the CRA's waiver of any conflict of interest, the PROVIDER shall provide to the CRA, in writing, all information pertaining to such potential conflict for the CRA's evaluation.

d. The PROVIDER shall not delegate the substantive obligations to be undertaken hereunder to any person or entity who exercises any functions or responsibilities on his/her personal behalf or on behalf of any other client(s) if the subject matter of such representation is related to the Services and if such representation will or is likely to compete with the interests of the CRA, or adversely affect the interests of the CRA and the obligations undertaken by the PROVIDER hereunder.

19. **ASSIGNMENT.** This Agreement shall not be assigned by the PROVIDER, in whole or in part, without the prior written consent of the CRA's, which may be withheld or conditioned, in the CRA's sole discretion.

20. **NOTICES.** All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party

may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

To CRA: Southeast Overtown/Park West and Omni Redevelopment District
Community Redevelopment Agencies
49 N.W. 5th Street, Suite 100
Miami, FL 33128
Attn: Pieter A. Bockweg
Executive Director

To PROVIDER: Horsepower Electric, Inc.
8105 West 20th Avenue
Hialeah, FL 33014
Attn: Michael Martinez
Vice-President

21. MISCELLANEOUS PROVISIONS.

- a. This Agreement shall be construed and enforced according to the laws of the State of Florida.
- b. Title and paragraph headings are for convenient reference and are not a part of this Agreement.
- c. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
- d. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Miami, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws; or if not modifiable, then 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.

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

f. No provision of this Agreement shall, in any way, inure to the benefit of any third parties so as to constitute any such third party a beneficiary of this Agreement, or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any party not a party hereto.

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

23. INDEPENDENT CONTRACTOR. The PROVIDER has been procured and is being engaged to provide services to the CRA as an independent contractor, and not as an agent or employee of the CRA. Accordingly, the PROVIDER shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City of Miami, nor any rights generally afforded its classified or unclassified employees. The PROVIDER further understands that Florida Workers' Compensation benefits available to employees of the CRA are not available to the PROVIDER, and agrees to provide workers' compensation insurance for any employee or agent of the PROVIDER rendering services to the CRA under this Agreement.

24. CONTINGENCY CLAUSE. Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations.

25. ENTIRE AGREEMENT. This instrument and its attachments constitute the sole and only agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

26. FORCE MAJEURE. Force Majeure shall mean an act of God, epidemic, lighting, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of public enemy, or blockade, insurrection, riot, civil disturbance or similar occurrence, which has a material effect adverse impact on the performance of this Agreement, and which cannot be avoided despite the exercise of due diligence. The term Force Majeure DOES NOT INCLUDE inclement weather (except as noted above) or the acts or omissions of subconsultants/subcontractors, third-party consultants/contractors materialmen, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations, but the obligation of the party or parties relying on such Force Majeure shall be suspended only during the continuance of any inability so caused and for no longer period of said unexpected or uncontrollable event, and such cause shall, so far as possible, be remedied with all reasonable dispatch.

It is further agreed and stipulated that the right of any party hereto to excuse its failure to perform by reason of Force Majeure shall be conditioned upon such party giving, to the other party or parties, written notice of its assertion that a Force Majeure delay has occurred as soon as practicable after the occurrence but not later than ten (10) working days after the occurrence, unless there exists good cause for failure to give such notice, in which event, failure to give such notice shall not prejudice any party's right to justify any non-performance as caused by Force Majeure unless the failure to give timely notice causes material prejudice to the other party or parties.

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.

WITNESS:

Linda T. Ortiz

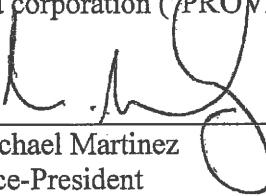
Print Name:

Linda T. Ortiz

Signature:

HORSEPOWER ELECTRIC, INC., a
Florida corporation ("PROVIDER")

By:


Michael Martinez
Vice-President

WITNESS:

Heriberto Ortiz

Print Name:

H. Ortiz

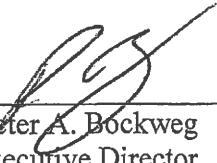
Signature:

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

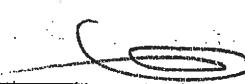
ATTEST:

Priscilla A. Thompson
Priscilla A. Thompson
Clerk of the Board 8-19-11

By:


Pieter A. Bockweg
Executive Director

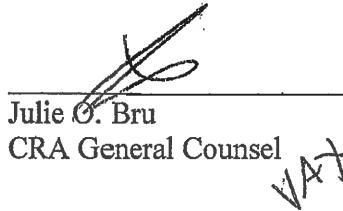
APPROVED AS TO FORM AND
CORRECTNESS:


Julie O. Bru
CRA General Counsel

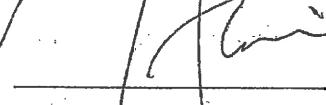
ATTEST:


Priscilla A. Thompson
Clerk of the Board

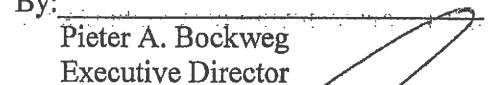
APPROVED AS TO FORM AND
CORRECTNESS:


Julie O. Bru
CRA General Counsel

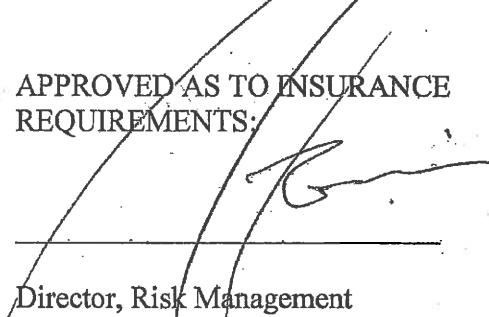
APPROVED AS TO INSURANCE
REQUIREMENTS:


Director, Risk Management
**OMNI REDEVELOPMENT DISTRICT
COMMUNITY REDEVELOPMENT**
AGENCY of the City of Miami, a public agency
and body corporate created pursuant to Section
163.356, Florida Statutes ("CRA")

By:


Pieter A. Bockweg
Executive Director

APPROVED AS TO INSURANCE
REQUIREMENTS:


Director, Risk Management

SCHEDULE OF EXHIBITS

EXHIBIT "A"	SCOPE OF WORK
EXHIBIT "B"	COMPENSATION SCHEDULE
EXHIBIT "C"	INSURANCE REQUIREMENTS
EXHIBIT "D"	HORESPOWER ELECTRIC, INC. PROPOSAL FOR RFS 11-01

EXHIBIT "A"

SCOPE OF WORK

Streetlight Locations and Quantity

Omni Redevelopment Area

- NE 15th Street (NE 2nd Avenue to N Bayshore Drive) – 12 poles
- NE 14th Terrace (Biscayne Blvd to N Bayshore Drive) – 6 poles
- NE 14th Street (NE 2nd Avenue to N Bayshore Drive) – 17 poles
- NE 13th Street (NE 2nd Avenue to N Bayshore Drive) – 12 poles
- North Bayshore Drive (NE 13th Street – NE 15th Street: west side only) – 13 poles
- Biscayne Boulevard (I-395 – NE 15th Street) – 22 poles
- NE 2nd Avenue (I-395 – NE 15th Street) – 17 poles

Total = 99 poles

Southeast Overtown/Park West Redevelopment Area

- Grand Promenade – 35 poles
- Parking Lot 57 – 5 poles
- Parking Lot 58 – 6 poles
- Parking Lot 59 – 4 poles
- Parking Lot 60 – 4 poles
- NW 7th Street – 14 poles
- Sawyers Walk – 22 poles
- 9th Street (Miami Avenue – NW 1st Avenue) – 21 poles
- 9th Street Pedestrian Mall – 26 poles
- 9th Street (NW 2nd Avenue to NW 3rd Avenue) – 9 poles
- Parking Lot 2 – 4 poles
- Parking Lot 3 – 6 poles
- Parking Lot 4 – 4 poles

Total = 160 poles

The work consists of streetlight maintenance including regular site inspections as described below, on a monthly basis for a period of one year. The PROVIDER will be expected to keep the streetlights operational at all times.

- PROVIDER shall repair/replace poles, fixtures, glass covers, lamps, ballasts, fuses, fuse holders, photoelectric cells, wiring, lighting contacts, breakers, electrical panels, disconnects, electrical junction boxes, underground boxes pull boxes, hand holes, covers, etc. as needed on a monthly basis to insure that the streetlights are operational at all times.
- PROVIDER shall be responsible for keeping the poles/fixtures clean and free of graffiti at all times. Contractor shall clean or repaint any pole defaced by graffiti immediately upon discovery.
- PROVIDER shall observe and inspect all poles monthly, no later than the 15th day of each month and log any and all required maintenance.
- PROVIDER shall repair all lights within 72 hours of discovery or reporting by contractor personnel or CRA personnel. The PROVIDER must provide a 24-hour availability for emergencies.

All maintenance work will be evaluated by CRA personnel for quality control purposes before any payment request is approved.

EXHIBIT "B"

COMPENSATION SCHEDULE

**Miami Community Redevelopment Agency
RFS NO. 11-01: CRA Street Light Maintenance**

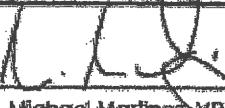
5 - Bid Form

Please accept our proposal to provide street light maintenance services as described herein and as set forth below:

Omni Redevelopment Area				
Location	Amount of Poles	Fixed-Monthly Rate	Monthly Amount	Annually Amount
NE 15th Street	12	\$ 11.40	\$ 136.80	\$ 1,641.60
NE 14th Terrace	6	\$ 11.40	\$ 68.40	\$ 820.80
NE 14th Street	17	\$ 11.40	\$ 193.80	\$ 2,325.60
NE 13th Street	12	\$ 11.40	\$ 136.80	\$ 1,641.60
North Bayshore Drive	13	\$ 11.40	\$ 148.20	\$ 1,778.40
Biscayne Blvd	22	\$ 11.40	\$ 250.80	\$ 3,009.60
NE 2 Avenue	17	\$ 11.40	\$ 193.80	\$ 2,325.60
Total	99		\$ 1,128.60	\$ 13,543.20

Southeast Overdown/Park West Area				
Location	Amount of Poles	Fixed-Monthly Rate	Monthly Price	Annually Price
Grand Promenade	35	\$ 11.40	\$ 399.00	\$ 4,788.00
Parking Lot 57	5	\$ 11.40	\$ 57.00	\$ 684.00
Parking Lot 58	6	\$ 11.40	\$ 68.40	\$ 820.80
Parking Lot 59	4	\$ 11.40	\$ 45.60	\$ 547.20
Parking Lot 60	4	\$ 11.40	\$ 45.60	\$ 547.20
NW 7th Street	14	\$ 11.40	\$ 159.60	\$ 1,915.20
Sawyers Walk	22	\$ 11.40	\$ 250.80	\$ 3,009.60
9th Street	30	\$ 11.40	\$ 342.00	\$ 4,104.00
9th Street Pedestrian Mall	26	\$ 11.40	\$ 296.40	\$ 3,556.80
Parking Lot 2	4	\$ 11.40	\$ 45.60	\$ 547.20
Parking Lot 3	6	\$ 11.40	\$ 68.40	\$ 820.80
Parking Lot 4	4	\$ 11.40	\$ 45.60	\$ 547.20
Total	160		\$ 1,824.00	\$ 21,888.00

Authorized Signature:


Michael Martinez, V.P.
Horsepower Electric, Inc.
8105 West 20 Avenue Hialeah FL 33014



City of Miami

Legislation

CRA Resolution

City Hall
3500 Pan American
Drive
Miami, FL 33133
www.miamigov.com

File Number: 14-00147

Final Action Date:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY RATIFYING THE EXERCISE OF THE CRA'S OPTIONS TO RENEW ITS SERVICES AGREEMENT WITH HORSEPOWER ELECTRIC, INC. ("HORSEPOWER") TO PROVIDE STREETLIGHT MAINTENANCE SERVICES ON CRA-MAINTAINED STREETLIGHTS, FOR THE PERIOD OF SEPTEMBER 1, 2013 THROUGH AUGUST 31, 2014, AT THE ANNUAL RATE OF \$25,000; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO EXERCISE THE CRA'S OPTION TO RENEW ITS SERVICES AGREEMENT WITH HORSEPOWER TO PROVIDE SAID SERVICES FOR THE PERIOD OF ONE (1) YEAR, COMMENCING SEPTEMBER 1, 2014, AT THE ANNUAL RATE NOT TO EXCEED \$25,000; FURTHER AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY FOR SAID PURPOSE; FUNDS TO BE ALLOCATED FROM SEOPW TAX INCREMENT FUND, "OTHER CONTRACTUAL SERVICES," ACCOUNT CODE NO. 10050.920101.534000.0000.00000.

WHEREAS, the Southeast Overtown/Park West Community Redevelopment Agency ("CRA") is responsible for carrying out community redevelopment activities and projects within its Redevelopment Area in accordance with the 2009 Southeast Overtown/Park West Redevelopment Plan ("Plan"); and

WHEREAS, Section 2, Principle 10, at page 16, of the Plan provides for the streets and buildings to be attractive; and

WHEREAS, Section 2, Goal 6/Principle 10, at pages 11 and 16, of the 2009 Southeast Overtown/Park West Redevelopment Plan, lists "[i]mproving the quality of life for residents," and the "[m]aintenance of public streets and spaces . . . in a consistent manner . . .," as stated redevelopment goals; and

WHEREAS, the CRA maintains certain properties which require regular maintenance, including streetlights; and

WHEREAS, the Board of Commissioners, by Resolution No. CRA-R-11-0022, passed and adopted on April 25, 2011, authorized the execution of a Services Agreement with Horsepower Electric, Inc. ("Horsepower") for one (1) year with four (4) one-year renewal options; and

WHEREAS, the Board of Commissioners wishes to ratify the exercise of the CRA's options to renew its services agreements with Horsepower to provide streetlight maintenance services on CRA-maintenance streetlights for the period of September 1, 2013 through August 31, 2014, at the annual rate of \$25,000; and

WHEREAS, the Board of Commissioners also wishes to authorize the Executive Director to

exercise the CRA's option to renew said Services Agreement with Horsepower to provide streetlight maintenance services on CRA-maintenance streetlights for the period of one (1) year, commencing September 1, 2014, at the annual rate not to exceed \$25,000;

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

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

Section 2. The Board of Commissioners hereby ratifies the exercise of the CRA's options to renew its services agreements with Horsepower Electric, Inc. to provide streetlight maintenance services on CRA-maintained streetlights for the period of September 1, 2013 through August 31, 2014, at the annual rate of \$25,000.

Section 3. The Board of Commissioners authorizes the Executive Director to exercise the CRA's option to renew its Services Agreement with Horsepower to provide streetlight maintenance services on CRA-maintained streetlights for the period of September 1, 2014, at the annual rate of \$25,000.

Section 4. The Executive Director is authorized to execute all documents necessary for said purpose.

Section 5. Funds are to be allocated from SEOPW Tax Increment Fund, "Other Contractual Services," Account Code No. 10050.920101.534000.0000.00000.

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

APPROVED AS TO FORM AND SUFFICIENCY:

JESSICA N. PACHECO, ESQ.
SPECIAL COUNSEL

AGENDA ITEM # 6

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

To: Board Chair Keon Hardemon
and Members of the CRA Board

From: Clarence E. Woods, III *cm*
Executive Director

Date: February 14, 2013

Subject: Resolution Accepting Grant from Health Foundation of South Florida, Inc.

References:

Enclosures: Supporting Documentation; Legislation

BACKGROUND:

The attached Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency ("CRA") accepts a grant in the amount of \$10,000 from the Health Foundation of South Florida, Inc. ("HFSF") in support of the Overtown Health Partnership's ("OHP") efforts to inform and educate residents about existing community health resources and to promote healthy living. This Resolution also authorizes the CRA to administer the grant on behalf of OHP.

HFSF history traces back to 1960, and seeks to improve the health status of people in Broward, Miami-Dade and Monroe Counties by funding providers and supporting programs to: increase the accessibility of quality, sustainable, community-based primary health services, including behavioral health, for all with a focus on the underserved; promote healthy eating active communities and preventive health measures; improve organizational effectiveness and efficiency among grantees and selected health and social service providers; and improve the effective delivery and efficiency of the health system for the poor and uninsured.

Several health indicators reflect a series of health relates risks to Overtown residents. Specifically, Overtown has the highest incidents of diabetes, adult asthma, pediatric asthma, and alcohol abuse related emergency visits in the Miami-Dade County. Overtown also has the highest hospitalization rates due to congestive heart failure and long-term complications of diabetes. Moreover, from 2006-2008, the Florida Department of Health reflects Overtown as having one of the highest infant mortality rates. Surveys reveal residents perceive their community to be in a poor state of health when it comes to issues of diabetes, hypertension, obesity, and sexually transmitted infections. When asked what could help improve the health of the community, respondents consistently shared that community members need increased access to health information, affordable services, and respectful interactions with health care providers.

In response to the current health state of Overtown, the Overtown Health Partnership ("OHP") was formed as a coalition of local community-based organizations and stakeholders that seek to improve the health of residents within the Redevelopment Area by informing and educating residents about existing community health resources and promoting healthy living. Given that the CRA is charged with facilitating redevelopment efforts throughout the redevelopment area, the CRA collaborated with OHP, and applied for grant funds from HFSF in order to support OHP's efforts. HFSF has awarded grant funding to the CRA in the amount of \$10,000 for OHP's efforts.

JUSTIFICATION:

Section 2, Goal 6, at page 11, of the 2009 Southeast Overtown/Park West Redevelopment Plan lists "[i]mproving the quality of life for residents."

FUNDING:

This Resolution does not commit funding.

JAN 3 14 8:24f
JAN 3 14 8:24f

HEALTH
FOUNDATION
of south florida

December 26, 2013

SUPPORTING
DOCUMENTATION

Mr. Xavier Vega
Grants Administrator
Southeast Overtown/Park West Community Redevelopment Agency
1490 NW 3rd Avenue, Ste. 105
Miami, FL 33136

Dear Mr. Vega:

We are pleased to advise you that an Administrative Grant in the amount of \$10,000 has been approved, and a check for that amount is enclosed. These funds are for the project: *Overtown Health Partnership*.

By endorsing and depositing this check, you warrant that there has been no change in your I.R.S. tax classification as an organization described in Internal Revenue Service Code sections 501(c)(3) and 509(a)(1), (2), or (3).

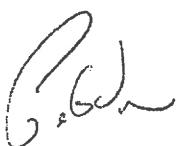
You also agree to provide Health Foundation with a Final Report, including a Budget Report, upon completion of the project. A guideline for electronic submission of a Final Report can be found on the Foundation's Web site: www.hfsf.org, under Grant Resources-Grantees. You will also receive an e-mail with a link to the Final Report at the completion of your project time period. The e-mail will have instructions on how to submit the Final Report and the Budget Report. We request that you track the Income/Poverty level and the Race/Ethnicity of your program participants in your Final Report.

In addition, the success of your HFSF grant needs to be told not only in facts but in the stories of the clients served. Southeast Overtown/Park West Community Redevelopment Agency is encouraged to provide at least two stories of individuals who have benefited from the grant and have given permission for public dissemination.

Although a press release is not required, should you receive press attention on your project we request that you inform the media representatives of the Foundation's support of the project.

We extend our best wishes to you for continued success. It is a pleasure to be among your supporters.

Cordially,



Peter N. Wood
Vice-President of Programs and Community Investments
C: Steven E. Marcus, Ed.D, President/CEO

BOARD OF DIRECTORS

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Chairman

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& Treasurer

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Senior Program Officer and
Director of Research & Policy

Peter N. Wood, MPA
Vice President of Programs
& Community Investments



Celebrating 20 years
of improving health,
with a focus on prevention
and early intervention



Payee SE Overtown/Park West Community
Vendor ID 1274

Account #:

11386
12/26/2013

Invoice	Description	Discount	Amount
3093	GM 2031-31 Payment (1) of (1) Approved 12/23/2013	\$0.00	\$10,000.00

SUPPORTING DOCUMENTATION

Total : \$0.00 \$10,000.00

CHECK IS VOID IF ANY OF THE FOLLOWING SECURITY FEATURES ARE ABSENT: ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER



HFSF Grants Management, Inc.
One Biscayne Tower
Two South Biscayne Boulevard, Ste 1710
Miami, FL 33131

Northern Trust N.A.
700 Brickell Avenue
Miami, FL 33131

63-965
660

Date Check Number
12/26/2013 11386

Check Amount
\$10,000.00

****Ten Thousand and 00/100 Dollars

TO: SE Overtown/Park West Community
ORDER: Redevelopment Agency
OF: 1490 NW 3rd Ave., Ste. 105
Miami, FL 33136

RUB RED IMAGE - DISAPPEARS WITH HEAT

SECURITY FEATURES INCLUDED, DETAILS ON BACK

SEE BACK FOR ARTIFICIAL WATERMARK

11386 0660096501 10171470431



SUPPORTING DOCUMENTATION

1000 NW 1st Ave. Suite 100
Miami, FL 33136
786-439-1544 ph | 866-811-7778 fax
www.urgentinc.org

PROPOSAL

Title: Overtown Health Partnership ("OHP")

Program Overview: The Health Foundation of South Florida ("HFSF") has awarded the Southeast Overtown/Park West Community Redevelopment Agency ("CRA") with a \$10,000 administrative grant. The grant period is one (1) year. CRA will utilize grant funds to support its redevelopment goal of improving the quality of life in the redevelopment area. HFSF grant funds will be issued by CRA as a pass-through grant to OHP. OHP will coordinate partner resources and gather timely and relevant feedback from redevelopment area stakeholders about their health and safety concerns, especially as they relate to CRA redevelopment projects. CRA may utilize this feedback to continue to provide quality redevelopment projects that are responsive to the health needs of area residents and stakeholders, and to inform future funding applications.

Direct Service Provider: As a community-based non-profit organization that provides services in the redevelopment area and maintains close ties with area stakeholders, Urgent, Inc. will oversee the management of the HFSF pass-through grant; coordinate and engage community partners to implement OHP program activities; and maintain direct communication with CRA regarding the status of the program and program deliverables.

Scope of Service: OHP will grow opportunities for participation from diverse community stakeholders in order to promote the exchange of information and resources, and foster collaborative decision making around community health issues and activities. OHP will facilitate the development of relationships and resource coordination among community stakeholders to improve CRA redevelopment projects and community health and well-being. OHP will focus on five core activities including:

1. Collective Resource Monitoring and Management
2. Outreach/Collective Marketing
3. Creative Resident Engagement
4. Data Collection
5. Future Planning

Project Goals:

1. Improve CRA redevelopment projects by incorporating resident feedback about their health needs into project designs.
2. Use resident feedback for the purpose of informing future CRA funding applications.

Services to Be Performed:

1. Convening Regular Partnership Meetings
2. Coordinate the implementation of contract activities
3. Track and report upon the status of grant project deliverables
4. Engage community partners as vendors to implement OHP project activities.

SUPPORTING DOCUMENTATION

1000 NW 1st Ave. Suite 100
Miami, FL 33136
786-439-1544 ph | 866-811-7778 fax
www.urgentinc.org

Reporting: Urgent, Inc. will provide written quarterly reports and a final report at the end of the project period.

Budget: Health Foundation of South Florida grant funds will be used to support the administrative costs of a OHP committee consisting of existing community stakeholders currently working in the redevelopment area.

Coordination- Urgent, Inc.	\$ 1,000.00							
Professional Service Contracts with								
Community Partners	\$ 6,000.00							
Project Supplies & Materials	\$ 1,000.00							
Printing & Copying	\$ 1,000.00							
Administration	\$ 1,000.00							
Grand Total	\$ 10,000.00							

	<u>OHP Partners</u>							
	<u>Capacity</u>							
	Policy	Infrastructure	Health Services	Youth Services	Adult Services	Special Populations	Research	Organizing
Government								
South East Overtown/Park West CRA	X	X						X
Funding Institution								
Health Foundation of South Florida	X						X	
Health Provider & Promotion Institutions								
Jefferson Reaves Health Center			X					
Academic/Research Institutions								
Barry University, School of Social Work							X	
Health Council of South Florida							X	
University of Miami Office of Civic Engagement							X	
Community-Based Non Profits								
Overtown Children & Youth Coalition	X						X	X
Overtown Youth Center				X				
Touching Miami with Love				X	X			
Urgent, Inc.				X	X	X		
Grassroots Organizing/Constituent Involvement								
Town Park Plaza South, Board of Directors								X
Booker T. Washington Alumni Association								X



City of Miami

Legislation

CRA Resolution

City Hall
3500 Pan American
Drive
Miami, FL 33133
www.miamigov.com

File Number: 14-00142

Final Action Date:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("CRA") ACCEPTING A GRANT IN THE AMOUNT OF \$10,000 FROM THE HEALTH FOUNDATION OF SOUTH FLORIDA, INC. IN SUPPORT OF THE OVERTOWN HEALTH PARTNERSHIP'S ("OHP") EFFORTS TO INFORM AND EDUCATE RESIDENTS ABOUT EXISTING COMMUNITY HEALTH RESOURCES AND TO PROMOTE HEALTHY LIVING; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO ADMINISTER THE GRANT ON BEHALF OF OHP; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR SAID PURPOSE.

WHEREAS, the Southeast Overtown/Park West Community Redevelopment Agency ("CRA") is responsible for carrying out community redevelopment activities and projects within its Redevelopment Area in accordance with its approved 2009 Southeast Overtown/Park West Redevelopment Plan ("Plan"); and

WHEREAS, Section 2 Goal 6, at page 11, of the Plan lists "[i]mproving the quality of life for residents"; and

WHEREAS, the Health Foundation of South Florida's ("HFSF") history traces back to 1960, and seeks to improve the health status of people in Broward, Miami-Dade and Monroe Counties by funding providers and supporting programs to: increase the accessibility of quality, sustainable, community-based primary health services, including behavioral health, for all with a focus on the underserved; promote healthy eating active communities and preventive health measures; improve organizational effectiveness and efficiency among grantees and selected health and social service providers; and improve the effective delivery and efficiency of the health system for the poor and uninsured; and

WHEREAS, the Overtown Health Partnership ("OHP") is a coalition of local community-based organizations and stakeholders that seek to improve the health of residents within the Redevelopment Area by informing and educating residents about existing community health resources and promoting healthy living; and

WHEREAS, the CRA, in collaboration with OHP, applied for grant funds from HFSF in order to support OHP's efforts, and HFSF has awarded grant funding to the CRA in the amount of \$10,000; and

WHEREAS, the Board of Commissioners wishes to accept the grant from HFSF and to authorize the CRA to administer said grant on behalf of OHP; and

WHEREAS, the Board of Commissioners finds that this Resolutions furthers the aforementioned redevelopment objective;

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

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

Section 2. The Board of Commissioners hereby accepts a grant in the amount of \$10,000 from the Health Foundation of South Florida, Inc. in support of the Overtown Health Partnership's ("OHP") efforts to inform and educate residents about existing community health resources and to promote healthy living.

Section 3. The Board of Commissioners hereby authorizes the Executive Director to administer the grant on behalf of OHP.

Section 4. The Executive Director is authorized to execute all documents necessary for said purpose.

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

APPROVED AS TO FORM AND SUFFICIENCY:

JESSICA N. PACHECO, ESQ.
SPECIAL COUNSEL

AGENDA ITEM # 7

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

To: Board Chair Keon Hardemon
and Members of the CRA Board

Date: February 14, 2014

File: 14-00152

Subject: Resolution Authorizing Expenditure of Funds
For Financial Analytical Services Rendered
By Standard & Poor's

From: Clarence E. Woods, III *cu*

References:

Enclosures: Supporting Documentation; Resolution

BACKGROUND:

The attached Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency ("CRA") authorizes the expenditure of funds in the amount of \$19,000.00 for financial analytical services rendered by Standard & Poor's Financial Services, LLC ("S&P") in connection with the issuance of Tax Revenue Bonds, Series 2013 ("Series 2013 Bonds").

The Board of Commissioners previously determined that in order to facilitate the redevelopment of the Redevelopment Area, it is in the best interest of the CRA to issue bonds to finance such redevelopment activities. In anticipation of such debt financing, the Board of Commissioners, pursuant to CRA Resolution No. CRA-R-12-0028, passed and adopted on April 30, 2012, approved a list projects to be financed utilizing the proceeds of the Series 2013 Bonds.

The financial analysis by S&P was needed in furtherance of issuing Series 2013 Bonds. Specifically, S&P was requested to perform an assessment of the CRA's credit rating in anticipation of issuing the Series 2013 Bonds.

FUNDING:

\$19,000.00 is to be allocated from SEOPW Tax Increment Fund, entitled "Professional Services" Account Code No. 10050.920101.531000.0000.00000



CITY OF MIAMI
COMMUNITY REDEVELOPMENT AGENCY

AGENDA ITEM

FINANCIAL INFORMATION FORM

SEOPW CRA

CRA Board Meeting Date: February 24, 2014

CRA Section: Finance

Brief description of CRA Agenda Item:

Authorizing the expenditures of funds in an amount not to exceed \$19,000.00, for financial analytical services rendered by Standard & Poor's Financial Services, LLC ("S&P") in connection with the issuance of Tax revenue Bonds Series 2013 ("Series 2013 Bonds").

Project Number (if applicable):

YES, there are sufficient funds in Line Item:

Account Code: 10050.920101.531000.0000.00000 (SEOPW) Amount: \$19,000.00

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/Minor Object		
From		\$
To		\$
From		\$
To		\$

Comments: _____

Approved by: Chanel E. Nadeau
CRA Executive Director/Designee

Date: 02/18/14

~~~~~

APPROVAL

|                                           |
|-------------------------------------------|
| Verified by:<br><u>Miguel Valer</u>       |
| Financial Officer:<br><u>Miguel Valer</u> |
| Date: <u>2/14/14</u>                      |

**STANDARD & POOR'S  
RATINGS SERVICES**

McGRAW HILL FINANCIAL

Standard & Poor's Financial Services, LLC  
Federal I.D.: 26-3740348Invoice No.: 10328964  
Customer No.: 1000092238  
Invoice Date: 08/02/13

0201

MR. CLARENCE WOODS  
CITY OF MIAMI  
1490 NW 3RD AVENUE, STE. 105  
MIAMI FL 33136

**SUPPORTING  
DOCUMENTATION**Page No.: 1  
Print Date: 01/15/14

101011 ANALYTICAL SERVICES RENDERED IN CONNECTION WITH:  
US\$41,295,000 Miami, Florida, Tax Increment  
Revenue Bonds, Series 2013, dated: Date of  
Delivery, due: October 01, 2030 \$27,000.00

A6 ADJUSTMENT - 08/28/13 \$-8,000.00

FOR BILLING INQUIRIES PLEASE CALL: 1-877-286-8897  
EMAIL: PFFEESVCS@STANDARDANDPOORS.COM

For inquiries contact the client services representative listed on this invoice. Do not return it or direct any inquiries about the invoice to credit ratings analysts. S&P maintains a separation of commercial and analytical activities. Please note that our credit ratings analysts are not permitted to communicate, negotiate, arrange or collect credit rating fees.

PLEASE REFERENCE INVOICE OR STATEMENT NUMBER ON ALL CHECKS AND WIRE TRANSFERS

This Invoice Due and Payable As Of: 08/02/13

INVOICE TOTAL

\$19,000.00 USD

Make Checks Payable To:  
**STANDARD & POOR'S  
RATINGS SERVICES**  
McGRAW HILL FINANCIAL

Standard & Poor's Financial Services, LLC  
Federal I.D.: 26-3740348

Invoice No.: 10328964  
Customer No.: 1000092238  
Invoice Date: 08/02/13

0201

Billed To:

MR. CLARENCE WOODS  
CITY OF MIAMI  
1490 NW 3RD AVENUE, STE. 105  
MIAMI FL 33136

Wire Transfer To:

Please include invoice #  
Bank of America-San Francisco CA  
Standard & Poor's  
Account # 12334-02500  
ABA # 0260-0959-3  
Or E-mail: cashapps@mhfi.com

Remit To:

STANDARD AND POOR'S  
2542 COLLECTION CENTER DRIVE  
CHICAGO, IL 60693

10000922384 10328964 01900000 1 700 10 07 0813 5

|                                      |
|--------------------------------------|
| TOTAL AMOUNT DUE:<br>\$19,000.00 USD |
| AMOUNT ENCLOSED:                     |



# City of Miami

## Legislation

### CRA Resolution

City Hall  
3500 Pan American  
Drive  
Miami, FL 33133  
[www.miamigov.com](http://www.miamigov.com)

File Number: 14-00152

Final Action Date:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE EXPENDITURE OF FUNDS IN THE AMOUNT OF \$19,000.00 FOR FINANCIAL ANALYTICAL SERVICES RENDERED BY STANDARD & POOR'S FINANCIAL SERVICES, LLC IN CONNECTION WITH THE ISSUANCE OF TAX INCREMENT REVENUE BONDS, SERIES 2013; ALLOCATING FUNDS FROM SEOPW, "Professional Services  
" ACCOUNT CODE NO. 10050.920101.531000.0000.00000.

WHEREAS, the Southeast Overtown/Park West Community Redevelopment Agency ("CRA") is responsible for carrying out community redevelopment activities and projects within its Redevelopment Area in accordance with the 2009 Southeast Overtown/Park West Redevelopment Plan ("Plan"); and

WHEREAS, the Board of Commissioners determined that in order to facilitate the redevelopment of the Redevelopment Area, it is in the best interests of the CRA to issue bonds to finance such redevelopment activities; and

WHEREAS, in anticipation of such debt financing, the Board of Commissioners, pursuant to CRA Resolution CRA-R-12-0028 passed on April 30, 2012 approved a list of projects to be financed utilizing the proceeds from the issuance of Tax Revenue Bonds, Series 2013 ("Series 2013 Bonds"); and

WHEREAS, the financial analysis by Standard & Poor's Financial Services, LLC ("S&P") was needed in furtherance of issuing Series 2013 Bonds; and

WHEREAS, the Board of Commissioners wishes to authorize the expenditure of funds, in an amount not to exceed \$19,000.00, for the Services provided by S&P;

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

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

Section 2. -- The Board of Commissioners authorizes the expenditure of funds, in an amount not to exceed \$19,000.00 for financial analytical services rendered by Standard & Poor's Financial Services, LLC in connection with the issuance of Tax Revenue Bonds, Series 2013.

Section 3. Funds are to be allocated from SEOPW Tax Increment Fund, "Professional Services" Account Code No. 10050.920101.531000.0000.00000.

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

APPROVED AS TO FORM AND SUFFICIENCY:

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JESSICA N. PACHECO, ESQ.  
SPECIAL COUNSEL

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**AGENDA ITEM # 8**

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

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To: Board Chair Keon Hardemon  
and Members of the CRA Board

Date: February 14, 2013

File:14-00151

Subject: Resolution Authorizing Additional Funding to  
Town Park Village No. 1, Inc. for Repairs to  
Underground Electrical Conduits.

From: Clarence E. Woods, III  
Executive Director

*cm*  
References:

Enclosures: Supporting Documentation; Legislation

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**BACKGROUND:**

The attached Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency ("CRA") authorizes additional grant funding, in an amount not to exceed \$25,200, to Town Park Village No. 1, Inc. to underwrite costs associated with the repair of damaged underground electrical conduits at 1680 NW 4<sup>th</sup> Avenue, Miami, Florida.

The Board of Commissioners, by Resolution No. CRA-R-12-0013, passed and adopted on February 27, 2012, authorized a grant to Town Park Village No. 1, Inc., in an amount not to exceed \$295,000 to underwrite costs associated with repairs and improvements, and 40-year recertification. The Board of Commissioners, by Resolution No. CRA-R-12-0053, passed and adopted on July 30, 2012, authorized additional funding in the amount of \$40,000, for the purchase and installation of a fire alarm system in order to meet the requirements for the 40-year recertification.

Town Park Village No. 1, Inc. has requested assistance to address unforeseen conditions where the existing underground electrical conduits were completely rotted, and said condition was unknown at the commencement of project. These repairs are the last remaining item needed for the 40-year recertification.

**JUSTIFICATION:**

Goal 3 and Principals 2 and 3, at page 14, of the 2009 Southeast Overtown/Park West Redevelopment Plan, provides that neighborhoods should retain access to affordable housing and strive to provide a mix of housing types, including rental units. . . to accommodate existing and future residents of the redevelopment area.

**FUNDING:**

\$25,200 are to be allocated from SEOPW Tax Increment Fund, entitled "Other Grants and Aids" Account Code No. 10050.920101.883000.0000.00000.



CITY OF MIAMI  
COMMUNITY REDEVELOPMENT AGENCY

# AGENDA ITEM

## FINANCIAL INFORMATION FORM

### SEOPW CRA

CRA Board Meeting Date: February 24, 2014

CRA Section: Finance

**Brief description of CRA Agenda Item:**

Authorizing additional grant funding, in an amount not to exceed \$25,200, to Town Park Village No. 1, Inc. to underwrite costs associated with the repair of damaged underground electrical conduits at 1680 NW 4<sup>th</sup> Avenue, Miami, Florida.

**Project Number (if applicable):**

YES, there are sufficient funds in Line Item:

Account Code: 10050.920101.883000.0000.00000 (SEOPW) Amount: \$25,200.00

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/Minor Object |                |       |
| From                           |                | \$    |
| To                             |                | \$    |
| From                           |                | \$    |
| To                             |                | \$    |

Comments: \_\_\_\_\_

Approved by: Glenn E. Nault  
CRA Executive Director/Designee

Date: 02/18/14

### APPROVAL

|                                          |
|------------------------------------------|
| Verified by:<br><u>Meg J. Vahl</u>       |
| Financial Officer:<br><u>Meg J. Vahl</u> |
| Date: <u>2/14/14</u>                     |

# KLM of SOUTH FLORIDA, INC.

January 27, 2014

**Southeast Overtown / Park West  
Community Redevelopment Agency  
1490 NW 3rd Ave, Suite 105  
Miami, FL 33136**

**SUPPORTING  
DOCUMENTATION**

RE: Change Order Request No. 1a  
**Town Park Village**  
Electrical Upgrade at Meter Rooms

We are pleased to submit this cost breakdown for Additional Electrical Services on the above referenced project located 1680 NW 4<sup>th</sup> Avenue, Miami, FL.

Upon replacing the meter room assemblies we discovered numerous underground pipes that are severely corroded. This unforeseen condition requires additional work beyond our scope. We must unearth the pipes, remove the pipe beyond the point of corrosion, and add new pipes. Some of the pipes are rotted to the point where they crumble upon being touched. We have to remove/replace approximately 60-80 linear feet of pipe per each apartment. The replacement will be from the building to the electrical service, or beyond the building if necessary (example: at building 12 we will need to cut part of the floor in the kitchen at the apartment adjacent to the meter room in order to reach the corroded pipes).

We will remove, replace, or encase in concrete as necessary, corroded pipes in buildings 4, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20.

The exposed wires present a life safety issue. We need to start this work as soon as possible to avoid injury. Furthermore, The City of Miami Building Department will not allow us to close our permits until this issue is addressed.

KLM of South Florida, Inc. needs this change order executed to perform the work shown in the table below:

| Building #                    | Man Hours | Quantity<br>Rigid Pipe<br>LF/Fittings | Unit Price | Building #                  | Man Hours | Quantity<br>Rigid Pipe<br>LF/Fittings | Unit Price       |
|-------------------------------|-----------|---------------------------------------|------------|-----------------------------|-----------|---------------------------------------|------------------|
| 4                             | 24        | ~60-80 lf                             | \$1,800.   | 14                          | 24        | ~60-80 lf                             | \$1,800.         |
| 8                             | 24        | ~60-80 lf                             | \$1,800.   | 15                          | 24        | ~60-80 lf                             | \$1,800.         |
| 9                             | 24        | ~60-80 lf                             | \$1,800.   | 16                          | 24        | ~60-80 lf                             | \$1,800.         |
| 10                            | 24        | ~60-80 lf                             | \$1,800.   | 17                          | 24        | ~60-80 lf                             | \$1,800.         |
| 11                            | 24        | ~60-80 lf                             | \$1,800.   | 18                          | 24        | ~60-80 lf                             | \$1,800.         |
| 12                            | 24        | ~60-80 lf                             | \$1,800.   | 19                          | 24        | ~60-80 lf                             | \$1,800.         |
| 13                            | 24        | ~60-80 lf                             | \$1,800.   | 20                          | 24        | ~60-80 lf                             | \$1,800.         |
| Total Material Cost: \$8,400. |           |                                       |            | Total Labor Cost: \$16,800. |           |                                       |                  |
| <b>TOTAL</b>                  |           |                                       |            |                             |           |                                       | <b>\$25,200.</b> |

# KLM of SOUTH FLORIDA, INC.

## Notes:

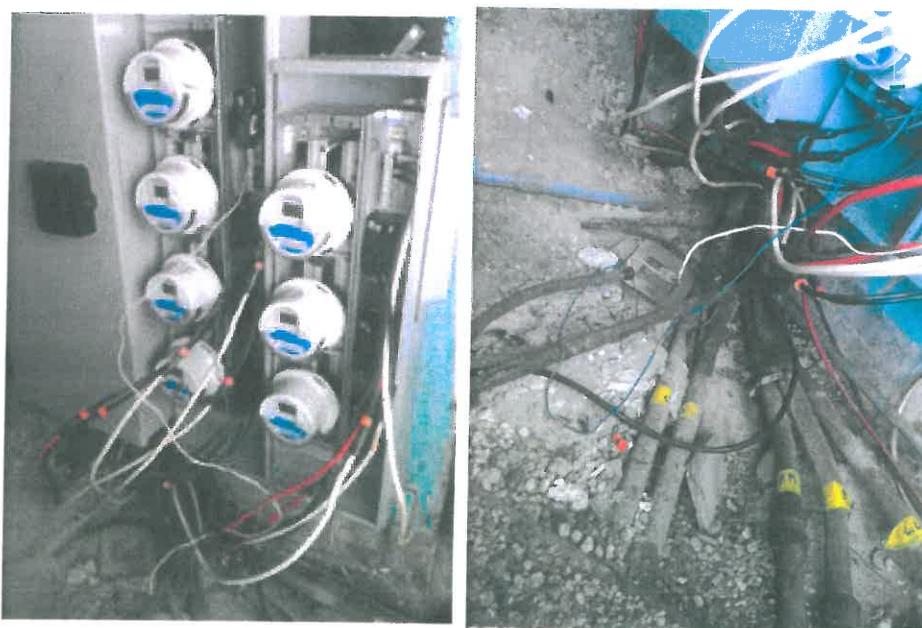
- Includes Labor & Material
- Man hours based on 1 working day for 3 workmen
- All Work Done to Code.
- Not part of Original Contract.
- Some buildings need more/less work, however, to simplify invoicing we made the unit ~~prices~~ equal,  
i.e. some buildings may take 28 hours to complete, some may take 20 hours
- We cannot close the meter assemblies without repairing the pipe.

**SUPPORTING  
DOCUMENTATION**



After digging, in multiple locations, we discover that pipes are corroded to the point where wires are exposed.

## **Building 18**



# KLM of SOUTH FLORIDA, INC.

**Building 17**

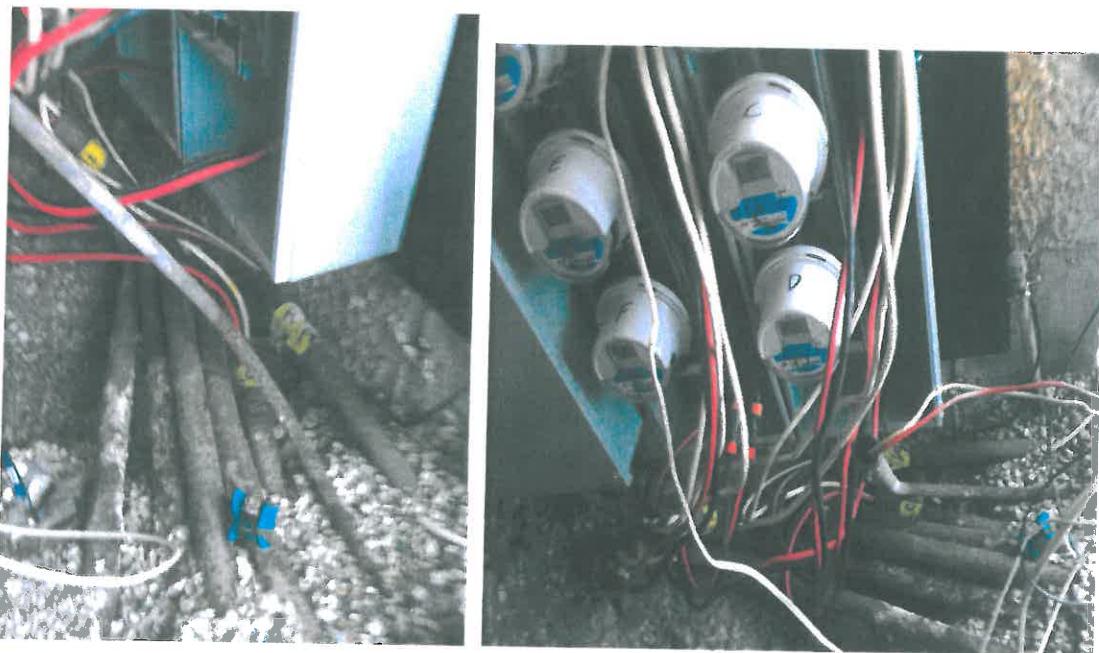


**Building 4**

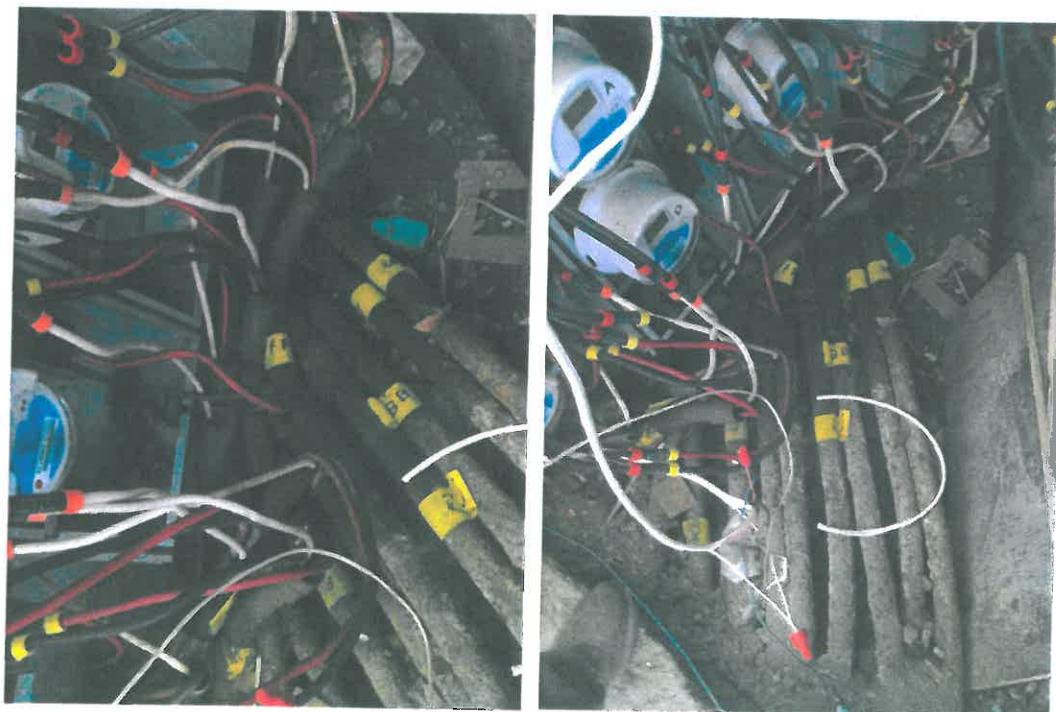


# KLM of SOUTH FLORIDA, INC.

**Building 14**

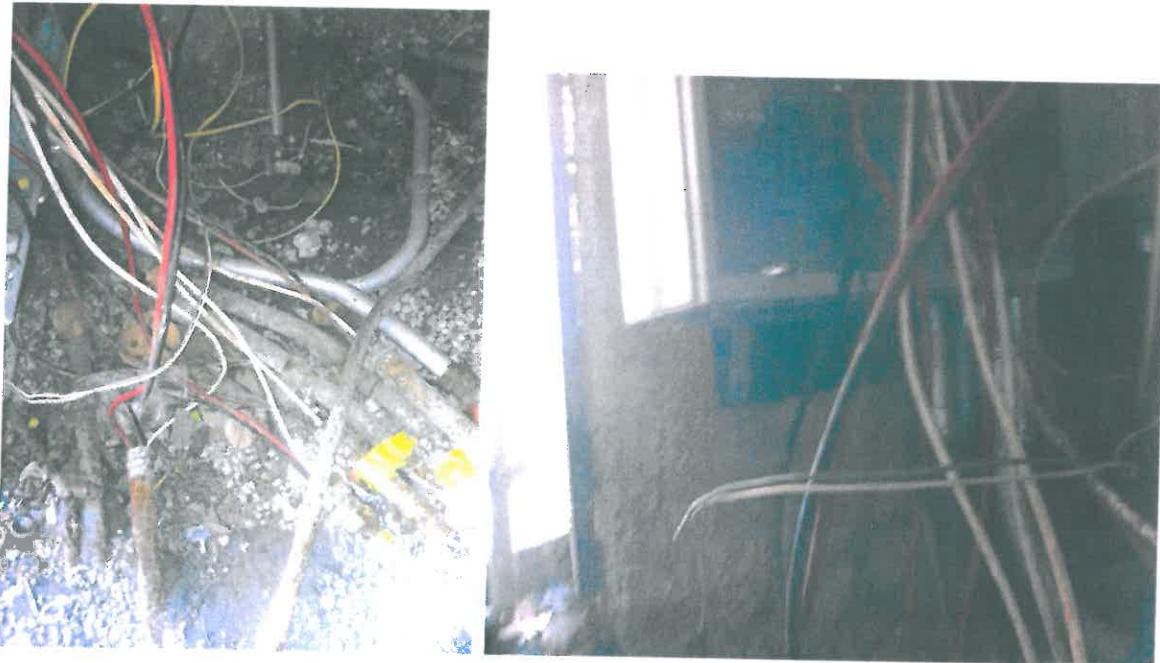


**Building 13**

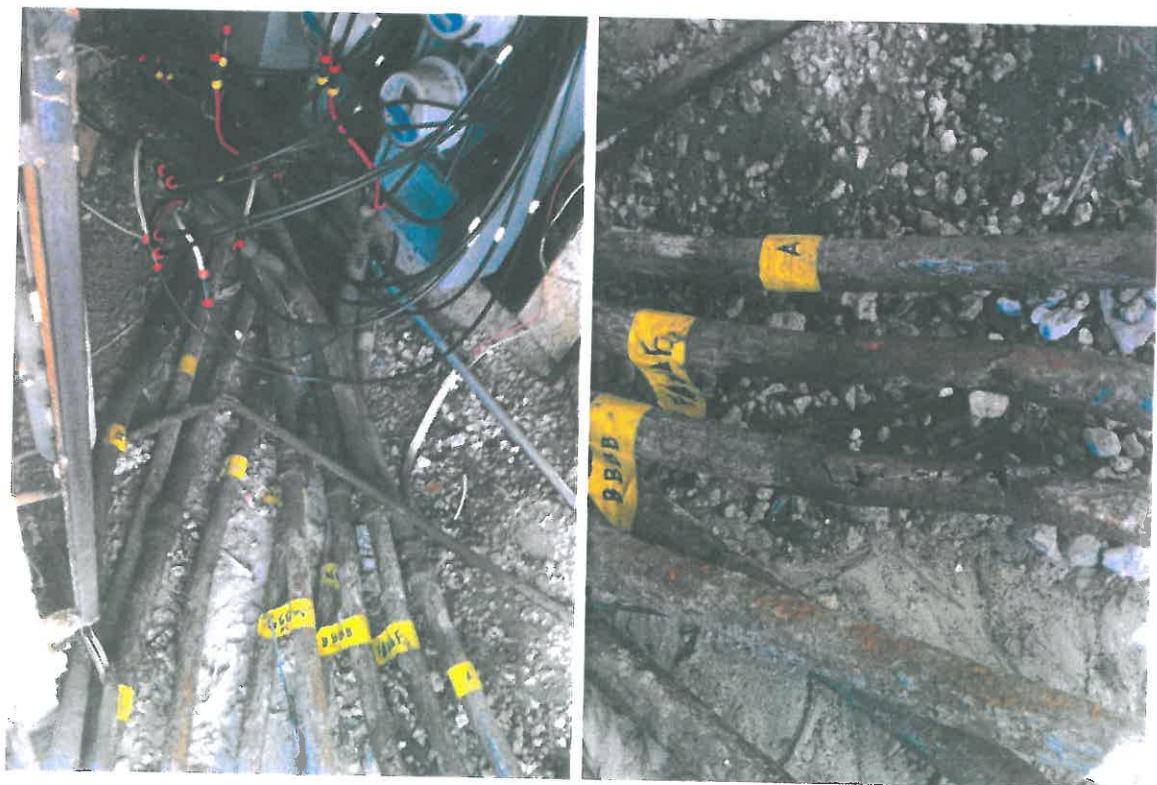


# KLM of SOUTH FLORIDA, INC.

**Building 19**



**Building 12**



# KLM of SOUTH FLORIDA, INC.

**Building 20**





# City of Miami

## Legislation

### CRA Resolution

City Hall  
3500 Pan American  
Drive  
Miami, FL 33133  
[www.miamigov.com](http://www.miamigov.com)

File Number: 14-00151

Final Action Date:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING ADDITIONAL GRANT FUNDING, IN AN AMOUNT NOT TO EXCEED \$25,200, TO TOWN PARK VILLAGE NO. 1, INC., TO UNDERWRITE COSTS ASSOCIATED WITH THE REPAIR OF DAMAGED UNDERGROUND ELECTRICAL CONDUITS AT 1680 NW 4TH AVENUE, MIAMI, FLORIDA; AUTHORIZING THE EXECUTIVE DIRECTOR TO DISBURSE FUNDS ON A REIMBURSEMENT BASIS OR DIRECTLY TO VENDORS, UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR SAID PURPOSE; ALLOCATING FUNDS FROM SEOPW, "OTHER GRANTS AND AIDS," ACCOUNT CODE NO. 10050.920101.883000.0000.00000.

WHEREAS, the Southeast Overtown/Park West Community Redevelopment Agency ("CRA") is responsible for carrying out community redevelopment activities and projects within its Redevelopment Area in accordance with the 2009 Southeast Overtown/Park West Redevelopment Plan ("Plan"); and

WHEREAS, Goal 3 and Principals 2 and 3, at page 14, of the Plan, provides that neighborhoods should retain access to affordable housing and strive to provide a mix of housing types, including rental units. . . to accommodate existing and future residents of the redevelopment area; and

WHEREAS, the Board of Commissioners, by Resolution No. CRA-R-12-0013, passed and adopted on February 27, 2012, authorized a grant to Town Park Village No. 1, Inc., in an amount not to exceed \$295,000 to underwrite costs associated with repairs and improvements, and 40-year recertification; and

WHEREAS, the Board of Commissioners, by Resolution No. CRA-R-12-0053, passed and adopted on July 30, 2012, authorized additional funding in the amount of \$40,000, for the purchase and installation of a fire alarm system in order to meet the requirements for the 40-year recertification; and

WHEREAS, Town Park Village No. 1, Inc. has requested \$25,200 to address unforeseen conditions where the existing underground electrical conduits were completely rotted, and said condition was unknown at the commencement of project; and

WHEREAS, the Board of Commissioners wishes to authorize additional grant funding, in an amount not to exceed \$25,200, to Town Park Village No. 1, Inc. to underwrite costs associated with the repair of damaged underground electrical conduits;

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

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adopted by reference and incorporated herein as if fully set forth in this Section.

Section 2. The Board of Commissioners authorizes the issuance of additional grant funding, in an amount not to exceed \$25,200, to Town Park Village No. 1, Inc. to underwrite costs associated with the repair of damage underground electrical conduits at 1680 NW 4TH Avenue, Miami, Florida.

Section 3. The Executive Director is authorized to disburse funds, at his discretion, on a reimbursement basis or directly to vendors, upon presentation of invoices and satisfactory documentation.

Section 4. The Executive Director is authorized to execute all documents necessary for said purpose.

Section 5. Funds are to be allocated from SEOPW Tax Increment Fund, "Other Grants and Aids," Account Code No. 10050.920101.883000.0000.00000.

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

APPROVED AS TO FORM AND SUFFICIENCY:

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JESSICA N. PACHECO, ESQ.  
SPECIAL COUNSEL

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## **AGENDA ITEM # 9**

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

To: Board Chair Keon Hardemon  
and Members of the CRA Board  
  
From: Clarence E. Woods, III  
Executive Director

Date: February 14, 2013      File: 14-00140  
Subject: Resolution Authorizing Grant for Folklife  
Fridays  
References:  
Enclosures: Supporting Documentation; Legislation

**BACKGROUND:**

The attached Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency ("CRA") authorizes the issuance of a grant, in an amount not to exceed \$80,000, to New Washington Heights Community Development Conference, Inc. ("New Washington Heights") to underwrite costs associated with the continued operation of Folklife Friday, a monthly open-air market to be held on the 9<sup>th</sup> Street Pedestrian Mall for the 2014 calendar year.

New Washington Heights developed "Folklife Fridays," a monthly open-air market that showcases various local vendors selling a variety of items, such as arts and crafts, books, jewelry, clothing, and food, on the 9th Street Pedestrian Mall.

The CRA's Board of Commissioners has previously supported New Washington Heights' operation of Folklife Fridays since 2010. On March 15, 2010, the Board, by Resolution No. CRA-R-10-0017, authorized the issuance of a grant, in the amount of \$50,000, for the operation of Folklife Fridays. Thereafter, the Board continued its support by authorizing additional grant funding for Folklife Fridays by passing Resolution Nos. CRA-R-11-0005, CRA-R-11-0016, CRA-R-12-0030, and CRA-R-13-0010.

New Washington Heights has requested assistance with continuing Folklife Fridays for the 2014 calendar year.

**JUSTIFICATION:**

Section 2, Goal 5, at page 11, of the 2009 Southeast Overtown/Park West Redevelopment Plan lists the promotion of "local cultural events, institutions, and businesses," and restoration of "a sense of community and unification of the area culturally," as a stated redevelopment goals and objectives.

**FUNDING:**

\$80,000 are to be allocated from SEOPW Tax Increment Fund, entitled "Other Grants and Aids" Account Code No. 10050.920101.883000.0000.00000.



CITY OF MIAMI  
COMMUNITY REDEVELOPMENT AGENCY

# AGENDA ITEM

## FINANCIAL INFORMATION FORM

### SEOPW CRA

CRA Board Meeting Date: February 24, 2014

CRA Section: Finance

**Brief description of CRA Agenda Item:**

Authorizing the issuance of a grant, in an amount not to exceed \$80,000, to New Washington Heights Community Development Conference, Inc. to underwrite costs associated with the continued operation of the Folklife Friday, a monthly open-air market to be held on the 9<sup>th</sup> Street Pedestrian Mall for the 2014 calendar year.

**Project Number (if applicable):**

YES, there are sufficient funds in Line Item:

Account Code: 10050.920101.883000.0000.00000 (SEOPW) Amount: \$80,000.00

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 |
|---------------------------------------|----------------|-------|
| <b>Project No./Index/Minor Object</b> |                |       |
| From                                  |                | \$    |
| To                                    |                | \$    |
| From                                  |                | \$    |
| To                                    |                | \$    |

Comments: \_\_\_\_\_

Approved by: Clarence E. Nester  
CRA Executive Director/Designee

Date: 02/18/14

### APPROVAL

|                                      |
|--------------------------------------|
| Verified by:<br><u>Magal Valenz</u>  |
| Financial Officer:<br><u>2/14/14</u> |
| Date: <u>2/14/14</u>                 |

## SUPPORTING DOCUMENTATION

Folk Life Fridays  
2014 CRA Budget

| Description                                                  | Cost                |
|--------------------------------------------------------------|---------------------|
| <b>DIRECT COSTS - Programming</b>                            |                     |
| Special Event Permit Requirements - Fire                     | \$ 3,000.00         |
| Special Event Permit Requirements - Police                   | \$ 4,200.00         |
| Special Event Permit Requirements - Sanitation               | \$ 1,080.00         |
| Insurance                                                    | \$ 1,800.00         |
| Printing Expense-Marketing                                   | \$ 10,000.00        |
| Equipment Purchase/Rental (Portable bathrooms, tent, tables) | \$ 16,420.00        |
| Event Site Preparation                                       | \$ 2,000.00         |
| Talent Booking                                               | \$ 14,000.00        |
| Contingency                                                  | \$ 500.00           |
| <b>SUBTOTAL</b>                                              | <b>\$ 53,000.00</b> |
| <b>INIDIRECT COSTS - Administrative</b>                      |                     |
| Management/Operation Fees                                    | \$ 24,000.00        |
| Consulting-Accountant                                        | \$ 3,000.00         |
| <b>SUBTOTAL</b>                                              | <b>\$ 27,000.00</b> |
| <b>TOTAL</b>                                                 | <b>\$ 80,000.00</b> |



# City of Miami

## Legislation

### CRA Resolution

City Hall  
3500 Pan American  
Drive  
Miami, FL 33133  
[www.miamigov.com](http://www.miamigov.com)

File Number: 14-00140

Final Action Date:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE ISSUANCE OF A GRANT, IN AN AMOUNT NOT TO EXCEED \$80,000, TO NEW WASHINGTON HEIGHTS COMMUNITY DEVELOPMENT CONFERENCE, INC., TO UNDERWRITE COSTS ASSOCIATED WITH THE CONTINUED OPERATION "FOLKLIFE FRIDAYS," A MONTHLY OPEN-AIR MARKET TO BE HELD ON THE 9TH STREET PEDESTRIAN MALL DURING THE 2014 CALENDAR YEAR; AUTHORIZING THE EXECUTIVE DIRECTOR TO DISBURSE FUNDS, AT HIS DISCRETION, ON A REIMBURSEMENT BASIS OR DIRECTLY TO VENDORS, UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR SAID PURPOSE; ALLOCATING FUNDS FROM SEOPW, "OTHER GRANTS AND AIDS," ACCOUNT CODE NO. 10050.920101.883000.0000.00000.

WHEREAS, the Southeast Overtown/Park West Community Redevelopment Agency ("CRA") is responsible for carrying out community redevelopment activities and projects within its Redevelopment Area in accordance with the 2009 Southeast Overtown/Park West Redevelopment Plan ("Plan"); and

WHEREAS, Section 2, Goal 5, at page 11, of the Plan lists the promotion of "local cultural events, institutions, and businesses," as a stated redevelopment goal; and

WHEREAS, Section 2, Goal 5, at page 11, of the Plan also lists "restor[ing] a sense of community and unify[ing] the area culturally," as a stated redevelopment goal; and

WHEREAS, New Washington Heights Community Development Conference, Inc. ("New Washington Heights") has developed "Folklife Fridays," a monthly open-air market that showcases various local vendors selling a variety of items, such as arts and crafts, books, jewelry, clothing, and food, on the 9th Street Pedestrian Mall; and

WHEREAS, the Board of Commissioners, by Resolutions No. CRA-R-10-0017, CRA-R-11-0005, CRA-R-11-0016, CRA-R-12-0030, and CRA-R-13-0010, has previously authorized the issuance of funding grant funding for the continued operation of Folklife Fridays since 2010; and

WHEREAS, the Board of Commissioners wishes to authorize a grant, in an amount not to exceed \$80,000, to New Washington Heights to underwrite costs associated with the continued operation of the Folklife Fridays during the 2014 calendar year;

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 issuance of a grant, in an amount not to exceed \$80,000, to New Washington Heights Community Development Conference, Inc. to underwrite costs associated with the continued operation of Folklife Fridays during the 2014 calendar year is authorized.

Section 3. The Executive Director is authorized to disburse funds, at his discretion, on a reimbursement basis or directly to vendors, upon presentation of invoices and satisfactory documentation.

Section 4. The Executive Director is authorized to execute all documents necessary for said purpose.

Section 5. Funds are to be allocated from SEOPW Tax Increment Fund, "Other Grants and Aids," Account Code No. 10050.920101.883000.0000.00000.

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

APPROVED AS TO FORM AND SUFFICIENCY:

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JESSICA N. PACHECO, ESQ.  
SPECIAL COUNSEL

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**AGENDA ITEM # 10**

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

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To: Board Chair Keon Hardemon  
and Members of the CRA Board

Date: February 14, 2013

File: 14-00145

Subject: Resolution Authorizing Commercial Lease  
with Two Guys and Tenant Improvement  
Grant.

From: Clarence E. Woods, III *cu*  
Executive Director

References:

Enclosures: Supporting Documentation; Legislation

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**BACKGROUND:**

The attached Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency ("CRA") authorizes execution of a commercial lease agreement with Two Guys Restaurant, Inc. ("Two Guys"), as the sole proposer in response to RFP No. 13-007, for the lease of commercial space at the Overtown Shopping Center, 1490 NW 3<sup>rd</sup> Avenue, Unit 108, Miami, Florida. This Resolution also authorizes the issuance of a grant, in an amount not to exceed \$150,000, to Two Guys to underwrite costs associated with tenant improvements to the unit proposed to be lease.

The CRA owns the Overtown Shopping Center, at 1490 NW 3<sup>rd</sup> Avenue, Miami, Florida ("Property"), and said Property is located within the NW 3<sup>rd</sup> Avenue Neighborhood Center. In order to attract and accommodate commercial tenants, the CRA is currently undertaking the renovation and rehabilitation of the Property.

Pursuant to Section 163.380(3)(a), Florida Statutes, the CRA issued Request for Proposals No. 13-007 on November 7, 2013, wherein is sought proposals for persons interested in leasing commercial space at the Property. On December 9, 2013, the CRA received three (3) proposals, each for different units at the Property. Two Guys submitted the one and only proposal for Unit 108 and seeks to relocate its business to the Property.

Two Guys is currently located at 1401 NW 3<sup>rd</sup> Avenue, Miami, Florida. If awarded Unit 108, Two Guys has requested assistance with tenant improvements. Although the CRA is renovating much of the Property, renovation and rehabilitation of the individual commercial spaces is outside the scope of the overall renovations. Notwithstanding, in anticipating the need to provide tenant improvement grants in order to attract tenants to the Property, the Board of Commissioners, by Resolution No. CRA-R-13-0042, passed and adopted on June 24, 2013, authorized a grant initiative, in a total amount not to exceed \$500,000, to provide tenant improvement grants for prospective tenants at the Property. This Resolution does not commit any additional funding beyond what was previously authorized by the Board of Commissioners in passing Resolution No. CRA-R-13-0042.

**JUSTIFICATION:**

Section 2, Goal 5, at page 11, of the Plan lists the promotion of "local cultural events, institutions, and businesses," as a stated redevelopment goal. Principle 6, at page 15, of the Plan also provides that in order to "address and improve the neighbor economy and expand economic opportunities of present and future residents and businesses[.]. . . [it is necessary to] support and enhance existing businesses and . . . attract new businesses that provide needed services and economic opportunities . . . ." The Plan, at pages 62-63, identifies the NW 3<sup>rd</sup> Avenue Neighborhood Center as becoming a thriving mixed-use area, which requires the CRA to "attract new businesses to NW 3<sup>rd</sup> Avenue in anticipation of [surrounding residential development]."

**FUNDING:**

\$150,000 are to be allocated from SEOPW Tax Increment Fund, entitled "Other Grants and Aids" Account Code No. 10050.920101.883000.0000.00000. Said funds were previously allocated by Resolution No. CRA-R-13-0042, and therefore, no new funding is being committed by this Resolution.



CITY OF MIAMI  
COMMUNITY REDEVELOPMENT AGENCY

## AGENDA ITEM FINANCIAL INFORMATION FORM

### SEOPW CRA

CRA Board Meeting Date: June 24, 2013

CRA Section: Finance

**Brief description of CRA Agenda Item:**

Authorizing a grant initiative, in an amount not to exceed \$500,000, to provide tenant improvement grants for prospective tenants at the Overtown Shopping Center, 1490 NW 3<sup>rd</sup> Avenue, Miami, Florida.

| <b>Project Number (if applicable):</b>                                                  |                |       |
|-----------------------------------------------------------------------------------------|----------------|-------|
| <input type="checkbox"/> YES, there are sufficient funds in Line Item:                  |                |       |
| Account Code: <u>10050.920101.883000.0000.00000 (SEOPW)</u> Amount: <u>\$500,000.00</u> |                |       |
| <input type="checkbox"/> 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/Minor Object                                                          |                |       |
| From                                                                                    |                | \$    |
| To                                                                                      |                | \$    |
| From                                                                                    |                | \$    |
| To                                                                                      |                | \$    |

Comments: \_\_\_\_\_

Approved by: Chavez Smith Date: 06/18/15  
CRA Executive Director/Designee

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APPROVAL

Verified by: <u>Mike V. U.</u>
Financial Officer: <u>6/17/2013</u>
Date: <u>6/17/2013</u>



Budget Proposal

SUPPORTING
DOCUMENTATION

October 16, 2013

Community Redevelopment Agency
1490 NW 3rd Avenue, Suite #105
Miami, FL 33136
Attn: Brian Zeltsman

Project: Two Guys Burgers

Dear Mr. Zeltsman,

We are pleased to submit this proposal for the interior renovations to the Overtown Shopping Center at tenant space #108 for the re-location of Two Guys Burgers. This proposal is based on the following qualifications:

DIVISION 1: GENERAL REQUIREMENTS

The following items are included in proposal:

- Master permit cost
- Full time project supervision
- Trash removal and dumpster cost
- All work being performed during regular working hours
- Engineering and Architecture fees
- Dumpster fees

The following items are excluded from proposal:

- Upgrades due to existing building code violations
- Impact fees
- All testing and special inspections

DIVISION 2: DEMOLITION

The following items are included in proposal:

Demolition

- Removal of casework to be re-used at new location
- Removal of doors to be re-used at new location
- Removal of existing kitchen equipment, to be moved to new location
- Removal of acoustical ceilings at new location
- Concrete cutting at new location

The following items are excluded from proposal:

- Asbestos and mold abatement
- Asbestos and mold testing

DIVISION 3: CONCRETE

The following items are included in proposal:

Concrete

- Patching of concrete slab due to installation of new kitchen equipment

The following items are excluded from proposal:

- Concrete work other than patching of slab

DIVISION 4: MASONRY

- No work included in proposal

DIVISION 5: METALS

The following items are included in proposal:

- Equipment supports for kitchen hood system

DIVISION 6: CARPENTRY

The following items are included in proposal:

Casework/Millwork

- Provide and install plastic laminate countertop for small area dine-in
- Installation of existing casework to be re-used in new location
- Provide and install wood base at customer pick-up area

The following items are excluded from proposal:

Casework/Millwork

- Seating at new countertop (To be provided and installed by Others)

DIVISION 7: THERMAL AND MOISTURE PROTECTION

The following items are included in proposal:

Roofing

- Roof patching due to kitchen hood exhaust and A/C unit

Insulation

- Wall insulation at new drywall partitions

The following items are excluded from proposal:

- Any insulation not included above
- Insulation at acoustical ceilings
- Any roofing other than patching

DIVISION 8: WINDOWS AND DOORS

The following items are included in proposal:

Doors & Hardware

- Install Owner provided Aluminum dual action door and frame
- Install Owner provided door and frame for new Utility Room
- Install Owner provided door hardware
- Provide & install solid core swing door at front counter

The following items are excluded from proposal:

Doors & Hardware

- Providing doors or hardware not listed above
- Stain grade wood doors

DIVISION 9: FINISHES

The following items are included in proposal:

Drywall

- 3-5/8" 20 Gauge metal framing at new drywall partitions
- 3-5/8" 20 Gauge metal framing for new soffit at customer pick-up area
- 1 HR Fire Rated wall between kitchen and customer pick-up area
- 5/8" Drywall at new partitions

Flooring

- Provide and install VCT flooring at customer pick up area
- Provide and install epoxy floor paint finish at kitchen area

Paint

- Painting of hollow metal doors and frames
- Painting of new and existing drywall partitions
- Painting of new drywall soffit
- Paint wood base

Acoustical Ceilings

- Provide and install new acoustical ceiling in tenant space

The following items are excluded from proposal:

Drywall

- Moisture resistant drywall
- Drywall ceilings or soffits not mentioned above

Acoustical Ceilings

- Acoustical ceiling in Restroom (To be provided in separate project)

Flooring

- Floor finish in Restroom (To be provided in separate project)

Paint

- Epoxy paint
- Painting of any exterior walls
- Staining of wood doors or wood base

DIVISION 10: SPECIALTIES

The following items are included in proposal:

Fire Extinguishers

- Install multi-purpose fire extinguishers with standard mounting brackets provided from previous location

Fire Extinguishers

- Fire extinguisher cabinets

DIVISION 11: EQUIPMENT

Kitchen Equipment

- Installation of Kitchen Equipment from previous location as shown on provided Equipment Schedule

The following items are excluded from proposal:

Kitchen Equipment

- Providing any new Kitchen Equipment, all Kitchen equipment to be provided by Owner

DIVISION 12: FURNISHINGS

- No work included in proposal

DIVISION 13: SPECIAL CONSTRUCTION

- No work included in proposal

DIVISION 14: CONVEYING SYSTEMS

- No work included in proposal

DIVISION 15: MECHANICAL

The following items are included in proposal

HVAC

- Remove existing Exhaust Hood system including fans, ductwork, fire suppression system
- Remove existing split A/C unit including ductwork, drops, grilles
- Remove existing RTU package unit hanging from exterior wall
- Transport and install Exhaust Hood system including fans, ductwork, fire suppression system from previous location
- Transport and install existing split A/C unit including ductwork, drops, grilles from previous location

Plumbing

- Sanitary PVC piping
- All water piping to be copper
- Pump and clean out existing grease trap
- Grease line to be connected to existing grease trap
- Installation of plumbing required kitchen equipment
- Gas line to existing gas service on property to be galvanized pipe & fittings

The following items are excluded from proposal

HVAC

- Test and balance for hood or A/C system

Plumbing

- Providing new plumbing fixtures
- New grease trap (If needed add \$6,000 for new 750 gallon grease trap)

DIVISION 16: ELECTRICAL

The following items are included in proposal

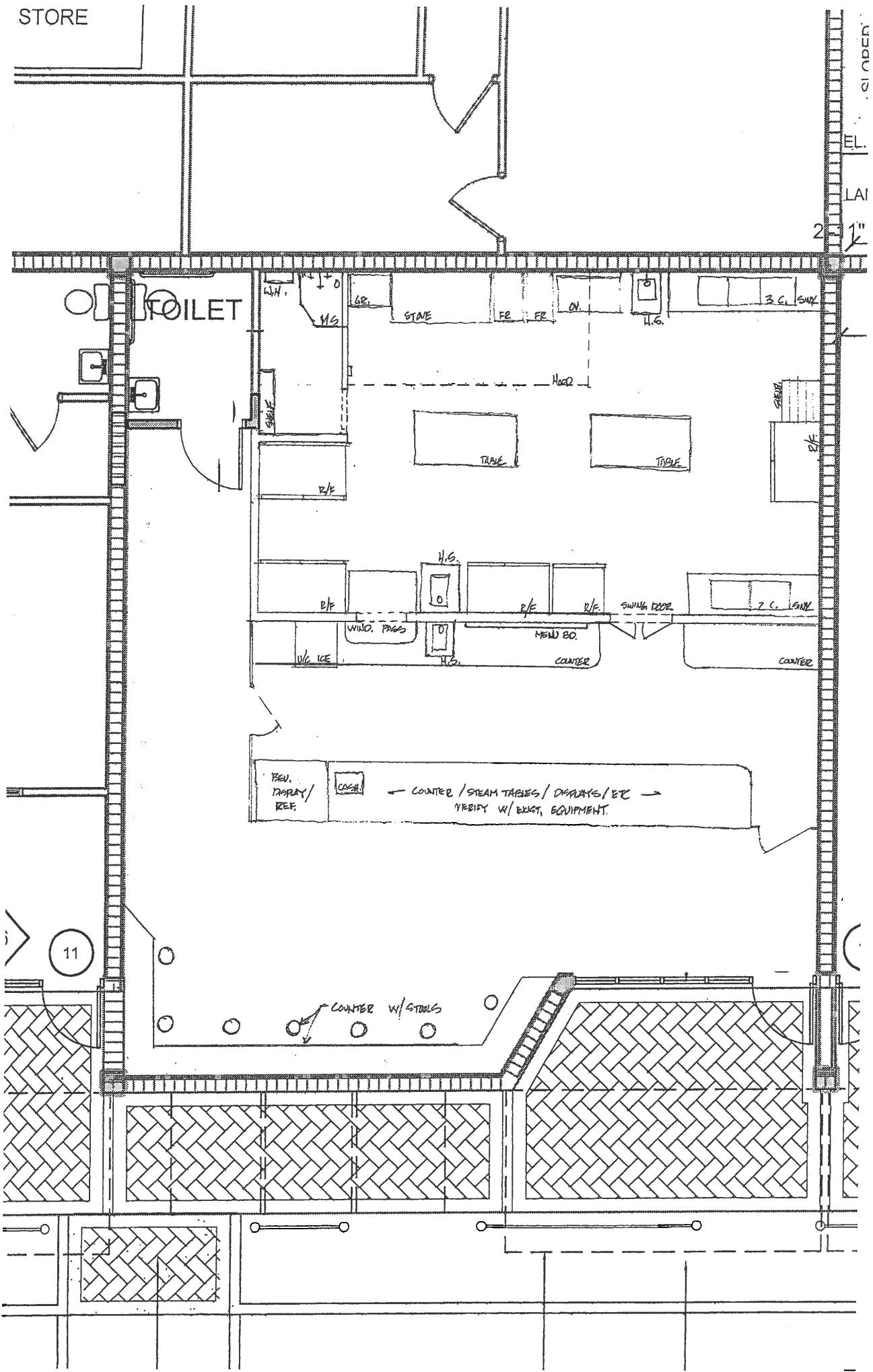
- Re-use lighting fixtures from previous location
- Provide and install new lighting fixtures at soffit
- Install Owner provided Kitchen Equipment

The following items are excluded from proposal

- Fire Alarm
- Security system devices conduit and wiring
- FPL fees

BID

		BASE BID
01000	GENERAL CONDITIONS	\$ 17,778.35
02002	DEMOLITION	\$ 1,400.00
02005	MOVE EXISTING EQUIPMENT	\$ 490.00
03000	CONCRETE	\$ 600.00
06501	CASEWORK & MILLWORK	\$ 3,470.00
07100	ROOFING	\$ 1,000.00
07206	INSULATION	\$ 310.00
08111	H.M. DOORS & FRAMES	Existing
08120	WOOD DOORS	\$ 200.00
08710	FINISH HARDWARE	in wood doors
08750	INSTALL DOORS	\$ 360.00
09130	ACOUSTICAL CEILINGS	\$ 2,767.50
09930	DRYWALL	\$ 8,830.00
09860	RESILIENT FLOORING	\$ 3,690.00
09870	WOOD BASE	\$ 276.00
09880	SS BASE	\$ 1,800.00
09950	PAINTING	\$ 1,900.00
10430	SIGN	By Others
10525	INSTALL FIRE EXTINGUISHERS	\$ 70.00
11452	RES. KITCHEN EQUIP.	BY OWNER
15001	PLUMBING	\$ 17,050.00
15010	HVAC	\$ 14,800.00
16001	ELECTRICAL	\$ 15,800.00
	SUBTOTAL	\$ 92,591.85
	A/E DESIGN FEE	\$ 10,000.00
2%	PERMIT	\$ 1,851.84
0.33%	BUILDERS RISK	\$ 311.66
	PROFESSIONAL LIABILITY	\$ 4,012.50
	ADDITIONAL UMBRELLA	Not Included
	OWNER ALLOWANCES	Not Included
	SUBTOTAL	\$ 108,767.85
10%	PROFIT	\$ 10,876.79
	BONDS	\$ 5,661.09
1.5%	INSURANCE	\$ 1,879.59
	TOTAL	\$ 127,000.00





City of Miami

Legislation

CRA Resolution

City Hall
3500 Pan American
Drive
Miami, FL 33133
www.miamigov.com

File Number: 14-00145

Final Action Date:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY, WITH ATTACHMENT(S), AUTHORIZING EXECUTION OF A COMMERCIAL LEASE AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, WITH TWO GUYS RESTAURANT, INC. ("TWO GUYS"), AS THE SOLE PROPOSER IN RESPONSE TO RFP NO. 13-007, FOR THE LEASE OF COMMERCIAL SPACE AT THE OVERTOWN SHOPPING CENTER, 1490 NW 3RD AVENUE, UNIT 108, MIAMI, FLORIDA; FURTHER AUTHORIZING THE ISSUANCE OF A GRANT, IN AN AMOUNT NOT TO EXCEED \$150,000, TO TWO GUYS TO UNDERWRITE COSTS ASSOCIATED WITH TENANT IMPROVEMENTS TO THE UNIT PROPOSED TO BE LEASED; AUTHORIZING THE EXECUTIVE DIRECTOR TO DISBURSE FUNDS, AT HIS DISCRETION, ON A REIMBURSEMENT BASIS OR DIRECTLY TO VENDORS, UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR SAID PURPOSE; ALLOCATING FUNDS FROM SEOPW, "OTHER GRANTS AND AIDS," ACCOUNT CODE NO. 10050.920101.883000.0000.00000.

WHEREAS, the Southeast Overtown/Park West Community Redevelopment Agency ("CRA") is responsible for carrying out community redevelopment activities and projects within its Redevelopment Area in accordance with the 2009 Southeast Overtown/Park West Redevelopment Plan ("Plan"); and

WHEREAS, Section 2, Goal 5, at page 11, of the Plan lists the promotion of "local cultural events, institutions, and businesses," as a stated redevelopment goal; and

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

WHEREAS, the Plan, at pages 62-63, identifies the NW 3rd Avenue Neighborhood Center as becoming a thriving mixed-use area, which requires the CRA to "attract new businesses to NW 3rd Avenue in anticipation of [surrounding residential development];" and

WHEREAS, the CRA owns the Overtown Shopping Center, at 1490 NW 3rd Avenue, Miami, Florida ("Property"), and said Property is located within the NW 3rd Avenue Neighborhood Center; and

WHEREAS, the CRA is currently undertaking the renovation and rehabilitation of the Property in order to accommodate commercial tenant occupancy; and

WHEREAS, pursuant to Section 163.380(3)(a), Florida Statutes, the CRA issued Request for Proposals No. 13-007 wherein is sought proposals for persons interested in leasing commercial space at the Property; and

WHEREAS, Two Guys Restaurant, Inc. ("Two Guys") submitted the one and only proposal for Unit 108 and seeks to relocate its business to the Property; and

WHEREAS, if awarded Unit 108, Two Guys has requested assistance with tenant improvements; and

WHEREAS, the Board of Commissioners, by Resolution No. CRA-R-13-0042, passed and adopted on June 24, 2013, authorized a grant initiative, in a total amount not to exceed \$500,000, to provide tenant improvement grants for prospective tenants at the Property; and

WHEREAS, the Board of Commissioners wishes to authorize execution of a commercial lease agreement, in substantially the attached form, with Two Guys, and to authorize the issuance of a grant, in an amount not to exceed \$150,000, for tenant improvements in Unit 108;

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

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

Section 2. The Board of Commissioners authorizes the execution of a commercial lease agreement, in substantially the attached form, with Two Guys Restaurant, Inc. for commercial retail space at the Overtown Shopping Center, 1490 NW 3rd Avenue, Unit 108, Miami, Florida.

Section 3. The Board of Commissioners authorizes the issuance of a grant, in an amount not to exceed \$150,000, to Two Guys Restaurants, Inc. for tenant improvements in Unit 108.

Section 4. The Executive Director is authorized to disburse funds, at his discretion, on a reimbursement basis or directly to vendors, upon presentation of invoices and satisfactory documentation.

Section 5. The Executive Director is authorized to execute all documents necessary for said purpose.

Section 6. Funds, which were previously authorized by Resolution No. CRA-R-13-0042, are allocated from SEOPW Tax Increment Fund, "Other Grants and Aids," Account Code No. 10050.920101.883000.0000.00000.

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

APPROVED AS TO FORM AND SUFFICIENCY:

JESSICA N. PACHECO, ESQ.
SPECIAL COUNSEL

AGENDA ITEM # 11

SEOPW Board of Commissioners Meeting
February 24, 2014

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

To: Board Chair Keon Hardemon
and Members of the CRA Board

Date: February 14, 2014

File: 13-01218

Subject: Resolution Authorizing Grant to Villas of St.
Agnes Condominium Association, Inc.

From: Clarence E. Woods, III *CW*
Executive Director

References:

Enclosures: Supporting Documentation; Legislation

BACKGROUND:

The attached Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency ("CRA") authorizes the issuance of a grant, in an amount not to exceed \$150,000, to the Villas of St. Agnes Condominium Association, Inc. ("St. Agnes") to underwrite costs associated with the installation of perimeter fencing surrounding the St. Agnes development.

St. Agnes has expressed concerns with trespassers coming onto private property, which has caused a number of residents to leave St. Agnes. St. Agnes has requested assistance from the CRA for the installation of perimeter fencing. This Resolution will enable residents to feel secure in St. Agnes, and continue to attract prospective residents to the Redevelopment Area.

JUSTIFICATION:

Section 2, Goal 6, at page 11, of the Plan lists "[i]mproving the quality of life for residents of the Redevelopment Area" as a stated redevelopment objective.

FUNDING:

\$150,000 are to be allocated from SEOPW Tax Increment Fund, entitled "Other Grants and Aids" Account Code No. 10050.920101.883000.0000.00000.



CITY OF MIAMI
COMMUNITY REDEVELOPMENT AGENCY

AGENDA ITEM

FINANCIAL INFORMATION FORM

SEOPW CRA

CRA Board Meeting Date: February 24, 2014

CRA Section: Finance

Brief description of CRA Agenda Item:

Authorizing a grant funding, in an amount not to exceed \$150,000, to the Villas of St. Agnes Condominium Association, Inc. ("St. Agnes") to underwrite costs associated with the installation of perimeter fencing surrounding the St. Agnes development.

Project Number (if applicable):

YES, there are sufficient funds in Line Item:

Account Code: 10050.920101.883000.0000.00000 (SEOPW) Amount: \$150,0000.00

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/Minor Object		
From		\$ _____
To		\$ _____
From		\$ _____
To		\$ _____

Comments: _____

Approved by: Chenice E. Reeds
CRA Executive Director/Designee

Date: 02/18/14

APPROVAL

Verified by: <u>Michael V. W.</u>
Financial Officer: <u>Michael V. W.</u>
Date: <u>2/17/14</u>



**SUPPORTING
DOCUMENTATION**

GRANT APPLICATION

UNSOLICITED PROPOSALS

CRA Grants Division
49 NW 5th Street, Suite 100
Miami, Florida 33128
Office: (305) 679- 6800
Fax: (305)-679-6835
Email: cra@miamigov.com
<http://www.miamicra.com>

Effective March 20, 2012



CRA GRANT APPLICATION – Unsolicited Proposal

CRA GRANT APPLICATION

Name of Applicant: Villas of St Agnes Condo Assoc. Grant Funding Request: \$ 160,000.00

Project Title: Villas Community Fence Project

CRA Area: SEOPW

Omni

Not Accepting Applications

IMPORTANT: Grant applications should be submitted electronically to the CRA to CRA@miamigov.com and cannot exceed 9 Megabytes (9MB). The subject header should state "Grant Application" and the name of the Applicant. Alternatively, the CRA will accept electronic version (compact disk, flash drive, etc.) of a grant application submitted in person or by courier to the offices of the CRA.

A. Required Documents:

(Failure to provide the following documentation may render the Application incomplete. All documents must be submitted under the correct Exhibit title)

Yes	Description
<input checked="" type="checkbox"/>	Exhibit (A) Entity Documents 1. Corporate resolution authorizing execution of documents related to the grant. 2. List of current officers/directors/board members. 3. Name and title of all stockholders holding in excess of 5% ownership in the corporate entity. 4. Two year Corporate Income Tax Returns (Balance Sheet, Profit & Loss, Cash Flow). 5. If applicant is a non-profit entity, provide verification of tax-exempt status under Section 501(c)(3) of the IRS Code. 6. Letter confirming entity has no City of Miami liens or outstanding ad valorem taxes on properties located within the City of Miami 7. Documentation evidencing source of revenue and financing commitments. 8. Audited financial statements for the most recent reporting period and current year operating budget.
<input checked="" type="checkbox"/>	Exhibit (B) Project Proposal and Financials 1. Cover letter summarizing the funding request and community benefits. 2. Resumes of officers and key management personnel. 3. Detailed grant proposal that conforms to the objectives of the Southeast Overtown/Park West and/or the Omni District Redevelopment Plans. 4. Minimum of three detailed quotations for all products and service to be procured through the grant. 5. Detailed project budget reflecting committed and projected sources of revenue and expenses for the proposed project or program. (Include copies of all financial and related contractual agreements, terms and letters of commitment). 6. Two (2) Years of Projected Business Financial Statements (Balance Sheet, P & L, Cash Flow) showing that the business can continue to operate in the next two years after this assistance. 7. If Applicant has been in operation for less than three years, provide a Business Plan.
<input checked="" type="checkbox"/>	Exhibit (C) Licenses, Certifications, Permits, etc 1. Current year Business Tax Receipt (s) 2. Current year Certificate of Use 3. All related city, county and state licenses to operate. The document(s) must match the Applicant's name. Any discrepancies must be explained in a separate letter. 4. Copy of the lease agreement for the program/project site (if applicable) 5. Completed W9 Form
<input checked="" type="checkbox"/>	Exhibit (D) Project Plans, Reports, Studies, Renderings and Images, etc. 1. Minimum of two (2) photographs of the location of the project or program site. 2. Copies of the approved permitted plans and permit number, if applicable.



CRA GRANT APPLICATION – Unsolicited Proposal

B. Applicant Information:

The Villas of St. Agnes Condominium Association Inc.

Applicant (Entity or Individual Name)

Fictitious Name (if applicable)

Note: The Applicant will become the executor of any grant agreements

Edgar Lafaurie

Authorized Contact Person

Managing Partner/The Cream Group

Title

(305) 890 3559

Work Telephone

(954) 585 0555

Alternate Telephone

(954) 585 0556

Facsimile

elafaurie@thecreamgroup.

Email Address

301 NW 19 Street,

Corporate Physical Address

301 NW 19 Street

Mailing Address

Miami, FL 33136

City, State ZIP Code

Miami, FL 33136

City, State ZIP Code

203294749

Federal Employer Identification Number

DUNS Number (To obtain DUNS #, please call 1 866-705-5711 or visit www.dnb.com)

Description of Applicant:

Individual For-Profit Corporation Non-Profit Corporation Other _____

Year Business/Organization Established: 2005 Principal Product/Service: Home ownership and maintenance

C. Funding Request:

Grant Request: \$ 160,000.00 Total Project/Program Cost: \$ 160,000.00

Physical address of the redevelopment activity 301 NW 19 street

How will the grant funds be utilized? (Check all that apply)

Job Training/Job Creation Activities

- Skill Training Program
- New Construction
- Building Expansion
- WASD Impact Fee Reimbursement

- Employability Training Program
- Machinery and Equipment Purchase
- Building Renovation and Improvements
- Other: _____

Housing

- New Construction
- Quality of Life Improvements

- Rehab Construction
- Other: _____

Marketing/Business Assistance

- New Business Grand Opening
- New Initiatives/Pilot Program
- Marketing

- Annual Cultural Events
- Financial Assistance (< \$4,500)
- Other: _____



CRA GRANT APPLICATION – Unsolicited Proposal

D. Supplemental Information: Should the Applicant answer yes to any of the following questions, provide any and all details under separate cover and submit it with this application. The Applicant must provide all pertinent information including names, dates, times, types, dollar amounts, circumstances, status and dispositions relevant to the appropriate question(s):

Yes	No	Questions:
	X	1. Is the Applicant wholly or partially owned by any other business entity, i.e., a parent company? (If yes, you must provide the name of the business entity, and the names and titles of all Principals [directors, partners, members].)
	X	2. Is the Applicant an endorser, guarantor or co maker for obligations not listed on the financial statements?
	X	3. Is the Applicant or any of its subsidiaries currently in litigation with the CRA, City of Miami, Miami-Dade County, the State of Florida, or with any other entity or persons? If yes, provide complete details on a separate page.
	X	4. Is the Applicant, or any of its subsidiaries, or related persons, in default of any agreement with the CRA, the City of Miami, Miami-Dade County, or the State of Florida
	X	5. Does the Applicant, or any of its subsidiaries or related persons have any outstanding ad valorem taxes or government liens on any properties located within the City of Miami? If yes, on a separate page, identify the properties by folio addresses and explain if this request for grant funds will be used to improve said properties.
	X	6. Has the Applicant, or any of its subsidiaries or related persons ever been disbarred from doing business with the City of Miami, Miami-Dade County, or the State of Florida?
	X	7. Has the Applicant, tenant to the Applicant, or any of its subsidiaries or related persons ever been awarded a grant from the CRA? If yes, provide complete details and describe how the grant funds were utilized on a separate page.
	X	8. In the past three (3) years, have the Applicant, its subsidiaries or related persons (for example, tenant(s) of the Applicant) received loans, grants, or subsidies from other public organizations or governmental entities?
	X	9. Are there any actions, suits, or proceedings pending, or threatened against or affecting the Applicant or any of its subsidiaries or related persons, or the project for which CRA Grant funds are sought, at law or in equity, or before or by any governmental authority?

The CRAY reserve the right to request additional information about the program on the Applicant as may be needed to evaluate the grant application.

Edgar Lafaurie
Authorized Corporate Representative/Applicant
(PRINT NAME)

(Signature)

Date: 01/08/2013



CRA GRANT APPLICATION – Unsolicited Proposal

E. Representations of Applicant:

Initial

1. I will comply with all federal, state, and local rules and regulations with respect to the use of the grant funds.
2. I will cooperate fully with the CRA in implementing the terms and conditions of any subsequent agreement, if awarded.
3. I will provide the CRA with periodic status reports, as may be required from time to time.
4. I will promptly accommodate any CRA request for information with respect to the grant.
5. I have reviewed the conflict of interest laws of the City of Miami (Code of the City of Miami, Chapter 2, Article V) and of Miami-Dade County (Code of Miami-Dade County, Florida, Section 2-11.1) and:
 - a. Agree to fully comply in all respects with the terms of said laws and any future amendments.
 - b. I declare that no person or entity under my employ, presently exercising functions or responsibilities in connection with this grant, including the grant application, has personal financial interests, direct or indirect, with the City of Miami or the SEOPW or Omni Community Redevelopment Agencies.
 - c. I declare that, in the performance of this grant, including this application, no person or entity having such conflicting interest was or will be utilized in respect to this grant. Any conflict of interest(s) on my part, my employees or associated parties with respect to this grant application will be disclosed in writing to the CRA.
6. I am duly authorized to submit this application and any amendments thereto.
7. I understand that the representations herein are a material inducement for the CRA's issuance of this grant.
8. I am duly authorized to submit this application and any amendments thereto.
9. Under penalties of perjury, I declare that I have read the foregoing application, and its attachments, and that the facts stated in it are true.

By signing, I certify that the information contained herein is true, complete and accurate to the best of my knowledge. Should any of the representations made herein change, I hereby acknowledge my obligation to immediately notify the CRA and update those representations.

Edgar Lafaurie

Authorized Corporate Representative/Applicant
(Print Name)

(Signature)

Date: 01/08/2013



Board of Directors
The Villas of St. Agnes Condominium Association, Inc.
301 NW 19th Street
Miami, FL 33136

January 9, 2013

CRA Grant Division
49 NW 5th Street, Suite 100
Miami, Florida 33218

RE: The Villas of St. Agnes Fence Project

Dear Miami CRA,

The Villas of St. Agnes Association (VOSA), a subdivision of Townpark, located in the SW corner of NW 3rd Avenue and NW 20th Street located in the Southeast Overtown/Park West Community Redevelopment Agency (SEOPWCRA), is pleased to submit our completed CRA Grant Application for you to review.

As you are aware, the goal of Florida Statute 163, Part III is the absolute elimination of slum and blight conditions within a targeted district such as a Community Redevelopment Area. The VOSA was created to assist in accomplishing this goal within Overtown by the creation of a mixed income community of homeowners, professionals, the elderly and other community stakeholders. The goal was to remove slum and blight conditions by trying to not only encourage homeownership for existing residents who had lived in Overtown for years, but also encourage new residents including professionals to move into the blighted community. The creation of the VOSA accomplished this in the very beginning and created a microcosm of what Overtown use to be in its heyday; a community of teachers and lawyers, business owners, young professionals, older professionals and retirees.

Now however, the community faces a crisis as many of these professionals who had moved in to Overtown are now moving back out in droves due to safety and security concerns. The result is that the high homeownership rate that we had in the beginning is now being superseded by a high rental rate; this is a condition that is the opposite of what is required to eliminate slum and blight. The high rental rate is having a direct effect in fostering drug activity, crime, homeowners who are walking away from their properties and the flight of professionals from the area. In an effort to address these issues of the health, safety and welfare of our residents and homeowners, and to create an environment that will encourage the return of both young and older professionals once again to Overtown, the VOSA Board of Directors has decided to pursue the installation of a higher fence around the perimeter of our community.

In polling our community homeowners, the consensus was that installing a higher fence would address many of the immediate concerns that the existing residents and homeowners have, which include robbery, theft from cars, homes, and other random acts of vandalism. In the past few months our Association and individual homeowners' property have been vandalized or stolen as a result of the easy access, and the spillover of increased criminal activity surrounding the property. Homeowners have expressed concern with the fact that we have had increased unauthorized foot traffic as a result of the increased numbers of the homeless community passing through, and since we first brought this matter to a meeting with the CRA, three homeowners have moved away. We are confident that the installation of a higher gated fence would allow us to better control and monitor access to the community, thereby allowing us to provide a greater peace of mind for our homeowners and encourage reinvestment in our community.

We are therefore respectfully requesting a grant in the amount of \$160,000.00 from the SEOPWCRA, which we sincerely believe is in full compliance with the goals and mission as stated in the SEOPWCRA Redevelopment Plan as governed by Florida Statute 163 Part III. We conducted an extensive vetting process over several months, finding and meeting with several contractors, some of which were among those suggested by the Contractors Resource Center, Inc (CRC). To that end we have chosen to retain the services of Ronald M. Gibbons, Inc. a company with a solid track record of performance, are properly licensed, bonded and insured, and who are strongly recommended by past clients. With the help of the CRA in funding the installation of our fence as one of the tools that we can currently use to help eliminate slum and blight conditions in our community, we will be able to focus our limited association resources towards the upkeep of our community including painting, landscape maintenance and infrastructure improvements, all of which will create a safer environment and hopefully change the direction of our community back towards homeownership before it is too late.

Thank you very much for your consideration of our request. We may all be contacted via email at boardofdirectors@thevillasofstagnes.com, and individual members may be reached as follows: Winston Mark Walters – Board President at (305)632-7514; Deidria Davis – Vice President at (786)218-9873; and Nattaliah Earle – Secretary at (786)412-0469. Please let us know if you have any questions.

Sincerely,



Nattaliah Earle, Secretary
On behalf of VOSA Board of Directors



MASTER MIND
CONSTRUCTION INC
If you can dream it, we can Master Mind it

June 12, 2013

**SUPPORTING
DOCUMENTATION**

JOB NAME: The Villas of ST. Agnes HOA
420 NW 20 ST MIAMI FL

- 1: INSTALL 2600 FEET OF GALVANIZED STEEL FENCE (6FEET IN HEIGHT)**
- 2: INSTALL (2) SINGLE SWING GATES.**
- 3: INSTALL (92) SQUARE GATE POSTS.**
- 4: INSTALL (1) 24 FOOT SLIDING GATE .**
- 5: POWDER COAT FENCE WHITE.**
- 6: INSTALL (1) PROXIMITY CARD READER.**
- 7: INSTALL PHOTO CELL SAFETY BAR FOR PEDESTRIAN.**
- 8: INSTALL (2) SWING GATE MOTOR.**
- 9: INSTALL (1) SLIDING GATE MOTOR.**
- 10: INSTALL (46) PANELS WELDED**

PRICE INCLUDES ALL LABOR AND MATERIAL WITH PERMIT.

TOTAL PRICE IS 134,250.00.

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

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

PRODUCER	ALL CITY INSURANCE INC - ACI 275 FONTAINEBLEAU BLVD. SUITE 190 MIAMI	FL 33172	CONTACT NAME: JAVIER GUTIERREZ PHONE (A/C No. Ex): (305) 463-9431 E-MAIL ADDRESS: JGUTIERREZ@ALLCITYINS.COM PRODUCER CUSTOMER ID #: 203758	FAX (A/C No.): (305) 436-6797
INSURED	MASTERMIND CONSTRUCTION INC 1854 NW 204TH STREET OPA LOCKA	FL 33056-	INSURER(S) AFFORDING COVERAGE INSURER A: MID-CONTINENT CASUALTY CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC #

COVERAGES CERTIFICATE NUMBER: 29

REVISION NUMBER: 00

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR INSR INSR WVD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		X	04GL860158	10/06/2012	10/06/2013	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ EXCLUDED
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		X	04GL860158	10/06/2012	10/06/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/> OCCUR CLAIMS-MADE	X	04XS182891	05/28/2013	05/28/2014	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N	N/A					WC STATU- TORY LIMITS	OTH- ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED

CERTIFICATE HOLDER

CANCELLATION

AI 000072

CITY OF MIAMI
444 SW 2ND AVE
4TH FLOOR
MIAMI

FL 33130-

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE
THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN
ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS DOCUMENT HAS A COLORED BACKGROUND • MICROPRINTING • LINEMARK™ PATENTED PAPER

AC# 6197318

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12071101583

DATE	BATCH NUMBER	LICENSE NBR
07/11/2012	128006720	CGC151971

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS
Expiration date: AUG 31, 2014

SMATHERS TIMOTHY HAKIN
MASTERMIND CONSTRUCTION INC
1854 NW 204TH STREET
MIAMI

FL 33056

RICK SCOTT
GOVERNOR

DISPLAY AS REQUIRED BY LAW

KEN LAWSON
SECRETARY



CITY OF MIAMI GARDENS

2012 CERTIFICATE OF USE 2013

EXPIRES September 30, 2013

MUST BE DISPLAYED AT PLACE OF BUSINESS

CU

LICENSE	ITEM	DESCRIPTION / RESTRICTIONS	Business Name/Location	0052453
CU-006780	c042	Home Office	MASTERMIND CONSTRUCTION 1854 NW 204TH ST MIAMI GARDENS, FL 33056-5040	
MASTERMIND CONSTRUCTION 1854 NW 204TH ST MIAMI GARDENS, FL 33056-5040			Owner/Corp. Name SMATHERS, TIMOTHY	
			Use as permitted within zone.	

City of Miami Gardens Enforcement Department 1515 NW 167th ST, Building 5 Suite 200, Miami Gardens FL 33169



CITY OF MIAMI GARDENS

2012 BUSINESS TAX RECEIPT 2013

EXPIRES September 30, 2013

MUST BE DISPLAYED AT PLACE OF BUSINESS

BT

LICENSE	ITEM	DESCRIPTION / RESTRICTIONS	Business Name/Location	0052453
BT-011066	2590	UNCLASSIFIED	MASTERMIND CONSTRUCTION 1854 NW 204TH ST MIAMI GARDENS, FL 33056-5040	
HOME OFFICE ONLY FOR CONSTRUCTION COMPANY			Owner/Corp. Name SMATHERS, TIMOTHY	
MASTERMIND CONSTRUCTION 1854 NW 204TH ST MIAMI GARDENS, FL 33056-5040			This is an business tax only. It does not permit the payee to violate any existing regulatory or zoning laws of the City or Miami Dade County. Nor does it exempt the payee from any other tax or permit required by law. This is not a certification of the payee's qualificatio	

City of Miami Gardens Enforcement Department 1515 NW 167th ST, Building 5 Suite 200, Miami Gardens FL 33169

**SUPPORTING
DOCUMENTATION**

FENCE MASTERS, INC.

3550 N. W. 54TH STREET
MIAMI, FLORIDA 33142

DADE: (305)635-7777 * BROWARD (954)463-3172 * FAX: (305)635-7887

Date:	April 10, 2013	Name:	Edgar R.LaFaurie
Company:	The Villas of ST. Agnes Condominium Association c/o The Cream Group	Job Name:	The Villas of ST. Agnes HOA
Address:	7301 NW 4th CT Suite 104		
City:	Plantation, FL 33317	Job Address:	420 NW 20 ST Miami
Phone:	[1] 954-585-0555, Fax: [1] 954-585-0556		

We propose, subject to acceptance by Fence Masters, Inc., (seller) to perform work in accordance with quantities and sizes listed below. Before erection is begun, purchaser is to establish property line stakes and grade stakes and to remove all obstructions that may interfere with erection. Purchaser is responsible for location of any underground lines. Fence Masters, Inc. is not responsible for any damage to unmarked lines. After the contract is executed and received by Fence Masters, Inc., notice to proceed is to be provided by purchaser at least 14 days prior to date of commencement of the work. In order to avoid unforeseen conflicts in contract language, by signing this contract you are waiving any obligation on our part to sign any contract or other document that you subsequently may offer, provide, or demand. This contract will be the only contract for this job and is binding for both parties.

Furnish & Install

2,600' of 6' high galvanized steel picket fence including the following and per bid package supplied by owner.

- 1) 1" Pickets 4 15/16" on center 18 gauge. Tops can be pointed or flat owner to decide.
- 2) 1" by 2" rails 16 gauge 2 in total.
- 3) 2" Square posts 16 gauge 8' on center.
- 4) All posts set in concrete footings.
- 5) Powder coated fence finish color to be white.
- 6) 46 – 42" wide man gates with two sided dead bolt latch with handle around perimeter.
- 7) 92 – 2 1/2" Square gate posts.
- 8) 2 – 12' Single swing gates.
- 9) 1 – 24' slide gate for exit only. Owner to select single swing or slide same price.
- 10) Scrap 2,200' of existing 3' high steel fence.

We will at all times maintain the area per bid documents.

11) Install 2 – Swing gate operators (See attached cut sheets in package)

12) Install 1 – Slide gate operator.

13) 4 – Safety loops and 2 – Free exit loops.

14) 3 – Omron pedestrian photo safety cells per code. (Not shown in package but needed by law)

15) 1 – Proximity card reader with 240 codes or more.

16) All concrete pads for operators, payment and performance bond and electrical trenching, conduit, wiring and hook ups included.

17) We will pull the permit and be reimbursed for our costs. There is no way to calculate permit fees from City of Miami before the permit is processed.

See attached package in e mail showing all references and information requested.

Total Bid \$ 136,559.00

DEPOSIT Per bid documents

Subject to credit approval by Fence Masters, Inc. Terms are net on billing. Prices for this proposal are valid for 5 days from the proposal date. Interest of 1 1/2 % per month will be charged on accounts past due. Title to the property as addressed by this proposal shall remain in the seller. Fence Masters, Inc. until payment in full is received, pursuant to the terms hereof. This is a retain title contract.

In the event the money due hereunder, or any portion thereof, has to be collected on demand of an attorney or by suit, the purchaser agrees to pay all costs of collection including interest at the highest legal rate and reasonable attorney's fees.

Approved & Accepted by Seller: Fence Masters, Inc.
Condominium Association c/

Approved & Accepted by Purchaser: The Villas of ST. Agnes

By 
Signature

Carlo S. Cortina, Project Manager

By _____
Signature

Edgar R.LaFaurie, President

Steel & Aluminum Picket Fence ** Highway Guardrail ** Site Bollards ** Access Control Systems
Since 1947

FENCE MASTERS

3550 N.W. 54 STREET • MIAMI, FL 33142-3250
DADE: (305) 635-7777 • BROWARD: (954) 463-3172
FAX: (305) 635-7887

I
Incorporated

STATEMENT OF UNDERSTANDING

Fence Masters, Inc. understands that the project will conform at all times with federal, state and local laws, rules and regulations.

hilt

S.W. Ernst President

3-21-13

Date

FENCE MASTERS

3550 N.W. 54 STREET • MIAMI, FL 33142-3250
DADE: (305) 635-7777 • BROWARD: (954) 463-3172
FAX: (305) 635-7887

I
n corporated

STATEMENT OF UNDERSTANDING

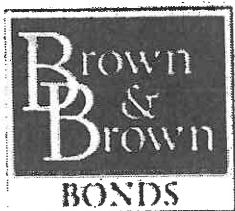
Fence Masters, Inc. understands the requirement to conform to the rules and procedures of the association including: hours of work, access, deliveries, disposal of debris, repair and compensation for collateral damage, monthly inspections, and use, storage and disposal of hazardous and toxic substances.

Stein

S.W. Ernst, President

3-21-13

Date



Brown & Brown of Florida, Inc.
1201 W. Cypress Creek Road, Ste 130 (Zip: 33309)
P.O. Box 5727
Fort Lauderdale, FL 33310-5727
954/776-2222 • FAX 954/772-7542
Statewide 1-800/339-0259

March 21, 2013

Fence Masters, Inc.
3550 NW 54th Street
Miami, FL 33142

RE: Bondability Letter

To Whom It May Concern:

Per your request for evidence of Bondability, this letter is to advise you that Fence Masters, Inc. is set up for bonding with The Ohio Casualty Insurance Company.

Our company has bonded Fence Masters, Inc. in excess of 10 years and have found them to be an outstanding contractor, with a good reputation in the construction industry. Based on their past experience, we can consider single jobs of \$2,500,000.00 with an aggregate program of \$5,500,000.00 but this should not be construed as a maximum program amount.

If Fence Masters, Inc. has a low bid acceptable to all parties, if adequate financing is confirmed, and if all other normal requirements are met, with surety approval, we look forward to providing a final bond on this project.

As this is a letter of recommendation, and not a bid bond, Brown & Brown of Florida, Inc., The Ohio Casualty Insurance Company, their agents and owners accept no liability for its content. The Surety reserves the right to review each submission and base their final decision upon conditions that exist at the time of request.

If we can be of additional assistance, please feel free to give us a call.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael A. Holmes".

Michael A. Holmes, ARM, CIC
Senior Vice President Surety Division
Brown & Brown of Florida, Inc.

Expiration: June 21, 2013

FENCE MASTERS

3550 N.W. 54 STREET • MIAMI, FL 33142-3250
DADE: (305) 635-7777 • BROWARD: (954) 463-3172
FAX: (305) 635-7887

*I*ncorporated

BONDING INFORMATION

Agent: Brown & Brown of Florida, Inc.
201 W. Cypress Creek Road, Suite 130
Fort Lauderdale, Florida 33310-5727
954-776-2222
Attn: Mr. Michael A. Holmes, Senior Vice President Surety Division

Surety: The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

Fence Contractors
(Since 1972)

- WOOD • PVC
- CHAIN LINK
- IRON • STEEL PICKET-ALUMINUM
- ELECTRICAL GATE OPERATORS
- WALLS
- CUSTOM
- RESIDENTIAL & COMMERCIAL • INSTITUTIONAL
- www.ronaldmgibbonsinc.com

PROPOSAL

SUPPORTING
DOCUMENTATION

RONALD M. GIBBONS, INC.

445
Page No. 1
of 13 Pages

472 NE 191 Street Dade: (305) 652-5845
MIAMI, FL 33179 Bwd: (954) 920-1210
Fax: (305) 652-9304
Email: rmginc.est@comcast.net

CC # 9356
INSURED

PROPOSAL SUBMITTED TO:	PHONE: 305-243-7131	DATE: March 22, 2013
NAME: ST Agnes Villas Condo Association	JOB NAME: :	
STREET: 400 NW 20 Street	STREET:	
CITY: Miami	CITY:	STATE:
STATE: Florida		

We hereby submit specifications and estimates for: Materials, labor&equipment to install a 6' high Residential Grade White Steel Picket Fence with Gates & Gate Operators. Fenceto have 2"square posts 6' apart 2 levels of 2" x 1" rails, 1"square top vertical pickets & all welded fabrication.

Scope/Approximate Quantities:

- A. 2200 LF of existing 3' high metal fence demolition.
- B. 2600 LF of new 6' high steel picket fencing.
 1. 2 each 12' x 6' single swing motorized gates(one entry & one exit) & 1 with Fire Department Knox Box.
 2. 1 each 24' x 6' swing motorized gate auto exit only with fire knox key box.
 3. 4 each commercial grade swing gate operators.
 4. 6 each loop sensor wire(safety and/or free exit).
 5. 1 each proximity card reader with 240 cards.
 6. 46 each self closing pedestrian gates with dead latches and key to exit & enter.
 7. Electrical and trenching to power operators.
 8. One each supply returnable fence panel for approval before fabrication.

Sub Total (Fence, Gates, Operators, Electrical).....\$146,075.00

Sub Total(Bonding).....\$ 4,382.25
\$150,457.25

NOTES:

1. Cost of obtaining building permit is excluded.
2. Quote solely based on items & quantities per this proposal.
3. Demolition excluded(except where noted).
4. Work site must be safe&accessible for workmen,trucks&equipment.
5. All work per Florida Building Code & all governmental Governing Entities. Also to conform to Owner's requirements if not outside the scope of work & does not require additional costs. Additional work request(s) outside the scope of this proposal/contract will require approved/written change order(s) by all involved parties prior to execution.

- WOOD • PVC
- CHAIN LINK
- IRON • STEEL PICKET - ALUMINUM
- ELECTRICAL GATE OPERATORS
- WALLS
- CUSTOM
- RESIDENTIAL & COMMERCIAL • INSTITUTIONAL
- www.ronaldmgibbonsinc.com

RONALD M. GIBBONS, INC.

472 NE 191 Street Dade: (305) 652-5845
MIAMI, FL 33179 Bwd: (954) 920-1210
Fax: (305) 652-9304
Email: rmginc.est@comcast.net

CC # 9356
INSURED

PROPOSAL SUBMITTED TO:	PHONE:	DATE:
NAME: ST Agnes Villas Condo Association	JOB NAME:	March 22, 2013
STREET: 400 NW 20 Street	STREET:	
CITY: Miami	CITY:	STATE:
STATE: Florida		

We hereby submit specifications and estimates for:

6. Subcontractor(s) may not be required and/or has not been chosen to date.
7. 13 number of pages are included with this bid submittle.

We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the sum of:

_____ dollars (\$) _____ with payment to be made as follows:
15% deposit, 15% upon completion of posts, 35% upon completion of fencing(excluding gates) 25% upon completion of gates, balance 20% paid in full on completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal subject to acceptance within - 15 - days and is void thereafter at the option of the undersigned.

Authorized Signature

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above. In the event of cancellation the purchaser (s) agree to reimburse all cost (s) incurred by Ronald M. Gibbons, INC. and / or a 10% restocking fee.

ACCEPTED:

Signature: _____

Date _____

Signature: _____

IN THE EVENT COLLECTION BECOMES NECESSARY TO COLLECT ANY BALANCES FROM THIS PURCHASE, THEN ALL CHARGES FOR COLLECTION INCLUDING COLLECTION SERVICE CHARGES, AND COURT COSTS, AND ATTORNEY FEES, AND SERVICE CHARGE AT 10% PER ANNUM (OR THE MAXIMUM ALLOWED BY LAW) WILL BE PAID BY THE PURCHASER.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/21/2013

PRODUCER

COVER ALL INSURANCE

190 W. ATLANTIC BLVD.
MCGATE, FL 33063

PH (954) 956-0006 FX (954) 956-0555

INSURED RONALD M. GIBBONS INC

472 NE 191st STREET
MIAMI FLORIDA 33179
(305) 652-9304 - rmginc.est@comcast.net

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: MAXUM INDEMNITY COMPANY

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGE(S)

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

INSR ADD'L NR. INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
					EACH OCCURRENCE	\$ 1,000,000
A	GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	X COMMERCIAL GENERAL LIABILITY	BDG0072862-01	03/07/2013	03/07/2014	MD EXP (Any one person)	\$ 5,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/DP AGG	\$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO				BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	Hired AUTOS					
	NON-OWNED AUTOS					
	Garage LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	ANY AUTO				OTHER THAN EA ACC AUTO ONLY; AGG	\$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
						\$
						\$
	DEDUCTIBLE					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUS TORY LIMITS	OTH- PR
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
	OTHER				E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

FENCE ERECTION CONTRACTORS

CERTIFICATE HOLDER

THE VILLAS OF ST AGNES CONDOMINIUM ASSOCIATION
C/O THE CRECAM GROUP
7301 NW 4 STREET STE: 104
PLANTATION FL 33317

FAX: 305-652-9304

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Precise Access Controls, Inc.

10760 SW 44 St. Miami, FL. 33165
 Ph:786-255-6802 Fax:305-220-1501
 Email: preciseaccess@comcast.net
 CC # 2BS00257

SUPPORTING
DOCUMENTATION

Proposal

Date	Proposal #
3/22/2013	1773

Name / Address
The Villas of St. Agnes Condo. Assoc. c/o The Cream Group 7301 NW 4 St. Suite 104. Plantation, FL 33317

Project	Valid for
Fence & Gates Sys.	60 days.

Qty	Description
2	NEW FENCE & GATES: Supply & Install approx. 2,600' x 6' Galvanized Picket Fence, including two 15'x 6' Swing Gates (Main), one 24'x 6' Slide Gate (Exit Only) & 46 Pedestrian Gates as requested on provided document. White Powder Coating.
2	EXISTING FENCE: Removal & disposal job of approx. 2,200' Steel Picket Fence.
1	GATE OPERATORS: DOORKING 6100 High Traffic Swing Gate Operator/Battery Backup. UL 325.
3	DOORKING 2600 Pad Mount for Swing Gate Operators.
2	DOORKING 9150 1-HP Industrial Slide Gate Operator. UL 325.
16	DOORKING 9405 Two Channel Plug-in Detector.
6	DOORKING 9406 Single Channel Plug-in Detector.
2	DKS Vehicle Detection Loop Wire (safety).
2	DKS Vehicle Detection Loop Wire (free exit).
1	Loop Wire Sealant (gray).
1	SOS Siren Operated Sensor.
1	DOORKING 1520 Stand-Alone Proximity Card Reader. 500 users.
240	DOORKING 1508 Proximity Card.
1	Gooseneck Pedestal (Steel) 42 in.
4	Complete Equipment Installation.
3	Concrete Work (Pedestal & Gate Operators Pads).
	Warranty Terms: Equipment shall be guaranteed against defective materials & workmanship for a period of TWO YEARS, the installation is also included. Power Surge & Lightning Strikes damage are not covered.
	ASPHALT WORK: Asphalt Repair Work (by Asphalt Contractor). Approx. 200 Sq/ft. (trench crossing on two streets)

Thank you for your business.

Total

Precise Access Controls, Inc.

10760 SW 44 St. Miami, FL. 33165
Ph:786-255-6802 Fax:305-220-1501
Email: preciseaccess@comcast.net
CC # 2BS00257

Proposal

Date	Proposal #
3/22/2013	1773

Name / Address
The Villas of St. Agnes Condo. Assoc. c/o The Cream Group 7301 NW 4 St. Suite 104. Plantation, FL 33317

Project	Valid for
Fence & Gates Sys.	60 days.

Qty	Description
	<p>ELECTRICAL WORK: Provide and install three 120V-20A circuits for three Gate Operators @ designated locations (all materials & trenching work are included). Low Voltage conduit installation job is included. All electrical work will be performed by Certified Electrical Contractor.</p> <p>TERMS & CONDITIONS: Pricing does not include cost of Permit(s) which will be added to the final bill at face value. Payments will be made as follows: - 15% deposit at acceptance to start fence removal & pulling permits. - 15% when permits become available and start of Fence/Gates fabrication, trenching & electrical work. - 35% upon completion Fence installation. - 25% upon all Gates installation. - 10% upon project completion and final inspections.</p> <p>Sales tax is included.</p> <p>Note: Sprinkler System repair (if necessary) by costumer. Landscaping restoration (if necessary) by costumer. Any additional required work, involving extra cost, will be executed only upon written orders, and will become an additional charge. Estimated work time: 8 weeks.</p>

Thank you for your business.	Total	\$160,617.00
------------------------------	--------------	--------------



City of Miami

Legislation

CRA Resolution

City Hall
3500 Pan American
Drive
Miami, FL 33133
www.miamigov.com

File Number: 13-01218

Final Action Date:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING ISSUANCE OF A GRANT, IN AN AMOUNT NOT TO EXCEED \$150,000, TO THE VILLAS OF ST. AGNES CONDOMINIUM ASSOCIATION, INC. TO UNDERWRITE COSTS ASSOCIATED WITH THE INSTALLATION OF PERIMETER FENCING SURROUNDING THE ST. AGNES DEVELOPMENT; AUTHORIZING THE EXECUTIVE DIRECTOR TO DISBURSE FUNDS, AT HIS DISCRETION, ON A REIMBURSEMENT BASIS OR DIRECTLY TO VENDORS, UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR SAID PURPOSE; ALLOCATING FUNDS FROM SEOPW, "OTHER GRANTS AND AIDS," ACCOUNT CODE NO. 10050.920101.883000.0000.00000.

WHEREAS, the Southeast Overtown/Park West Community Redevelopment Agency ("CRA") is responsible for carrying out community redevelopment activities and projects within its Redevelopment Area in accordance with the 2009 Southeast Overtown/Park West Redevelopment Plan (the "Plan"); and

WHEREAS, Section 2, Goal 6, at page 11, of the Plan lists "[i]mproving the quality of life for residents of the Redevelopment Area" as a stated redevelopment objective; and

WHEREAS, the Villas of St. Agnes Condominium Association, Inc., ("St. Agnes") has expressed concerns with trespassers coming onto private property, which has caused a number of residents to leave St. Agnes; and

WHEREAS, St. Agnes has requested assistance from the CRA for the installation of perimeter fencing; and

WHEREAS, the Board of Commissioners wishes to authorize the issuance of a grant, in an amount not to exceed \$150,000, to St. Agnes to underwrite costs associated with the installation of perimeter fencing;

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

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

Section 2. The Board of Commissioners hereby authorizes the issuance of a grant, in an amount not to exceed \$150,000, to the Villas of St. Agnes Condominium Association, Inc. to underwrite costs associated with the installation of perimeter fencing surrounding the St. Agnes

development.

Section 3. The Executive Director is authorized to disburse funds, at his discretion, on a reimbursement basis or directly to vendors, upon presentation of invoices and satisfactory documentation.

Section 4. The Executive Director is authorized to execute all documents necessary for said purpose.

Section 5. Funds are to be allocated from SEOPW Tax Increment Fund, "Other Grants and Aids," Account Code No. 10050.920101.883000.0000.00000.

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

APPROVED AS TO FORM AND CORRECTNESS:

JESSICA N. PACHECO, ESQ.
CRA SPECIAL COUNSEL

AGENDA ITEM # 12

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

To: Board Chair Keon Hardemon
and Members of the CRA Board

From: Clarence E. Woods, III *cu*
Executive Director

Date: February 14, 2013

Subject: Resolution Authorizing Grant for the
Overtown Beautification Team

File: 13-01214

References:

Enclosures: Supporting Documentation; Legislation

BACKGROUND:

The attached Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency ("CRA") authorizes the issuance of a grant, in an amount not to exceed \$220,000, to Human Resource Staffing of Miami, Inc. ("HRSM") to underwrite costs associated with the continued operation of the Overtown Beautification Team for the next year.

Since 2011, HRSM has overseen the Overtown Beautification Team, which provides on-the-job training and employment opportunities to residents from the Redevelopment Area interested in landscape maintenance. Given HRSM's success with residents, HRSM has requested support to continue its operation of the Overtown Beautification Team for the next year.

JUSTIFICATION:

Section 2 Goal 4/Principle 4, at pages 11 and 14, of the 2009 Southeast Overtown/Park West Community Redevelopment Plan lists the "creati[on of] jobs within the community," and providing "variety in job options," as a stated redevelopment objective. Section 2 Goal 6/Principle 10 at pages 16, of the Plan also lists "[i]mproving the quality of life for residents" and "[m]aintenance of public streets and spaces has to occur" as a stated redevelopment objective.

FUNDING:

\$220,000 are to be allocated from SEOPW Tax Increment Fund, entitled "Other Grants and Aids" Account Code No. 10050.920101.883000.0000.0000.



CITY OF MIAMI
COMMUNITY REDEVELOPMENT AGENCY

AGENDA ITEM

FINANCIAL INFORMATION FORM

SEOPW CRA

CRA Board Meeting Date: February 24, 2014

CRA Section: Finance

Brief description of CRA Agenda Item:

Authorizing the issuance of a grant, in an amount not to exceed \$220,000, to Human Resource Staffing of Miami, Inc. ("HRSM") to underwrite costs associated with the continued operation of the Overtown Beautification Team for the next year.

Project Number (if applicable): _____

YES, there are sufficient funds in Line Item:

Account Code: 10050.920101.883000.0000.00000 (SEOPW) Amount: \$220,000.00

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/Minor Object		
From		\$ _____
To		\$ _____
From		\$ _____
To		\$ _____

Comments: _____

Approved by: Clarence E. Neal
CRA Executive Director/Designee

Date: 02/18/14

APPROVAL

Verified by:	<u>May I. Valdés</u>
Financial Officer:	
Date:	<u>2/14/14</u>

**SUPPORTING
DOCUMENTATION**Overtown Enhancement Team
2014 Budget

Description	2014 Expenses	%
1 Training Payroll		
Crew Leader	\$ 24,000.00	
Trainees	\$ 112,000.00	
Fringe Benefits	\$ 20,000.00	
	Sub-Total \$ 156,000.00	71%
2 Trainee Enrollment Costs		
Drug Testing	\$ 1,500.00	
Counseling	\$ 6,000.00	
Trainee Support/Development	\$ 1,000.00	
Uniforms	\$ 3,500.00	
	Sub-Total \$ 12,000.00	5%
3 Operational Expenses		
Equipment Storage	\$ 2,500.00	
Advertising, marketing, community awareness	\$ -	
Supplies	\$ 3,500.00	
Small Equipment Purchases	\$ 3,500.00	
Repair & Maintenance	\$ 2,500.00	
	Sub-Total \$ 12,000.00	5%
4 Program Administration		
Administration/Management	\$ 37,500.00	
Auditing	\$ 2,500.00	
Profit	\$ -	
	SubTotal \$ 40,000.00	18%
TOTAL PROGRAM COST	\$ 220,000.00	



City of Miami

Legislation

CRA Resolution

City Hall
3500 Pan American
Drive
Miami, FL 33133
www.miamigov.com

File Number: 13-01214

Final Action Date:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING ISSUANCE OF A GRANT, IN AN AMOUNT NOT TO EXCEED \$220,000, TO HUMAN RESOURCES STAFFING OF MIAMI, INC. TO UNDERWRITE COSTS ASSOCIATED WITH THE CONTINUED OPERATION OF THE OVERTOWN BEAUTIFICATION TEAM FOR THE NEXT YEAR; AUTHORIZING THE EXECUTIVE DIRECTOR TO DISBURSE FUNDS, AT HIS DISCRETION, ON A REIMBURSEMENT BASIS OR DIRECTLY TO VENDORS, UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR SAID PURPOSE; ALLOCATING FUNDS FROM SEOPW, "OTHER GRANTS AND AIDS," ACCOUNT CODE NO. 10050.920101.883000.0000.00000.

WHEREAS, the Southeast Overtown/Park West Community Redevelopment Agency ("CRA") is responsible for carrying out community redevelopment activities and projects within its Redevelopment Area in accordance with the 2009 Southeast Overtown/Park West Redevelopment Plan (the "Plan"); and

WHEREAS, Section 2 Goal 4/Principle 4, at pages 11 and 14, of the Plan lists the "creati[on of] jobs within the community," and providing "variety in job options," as a stated redevelopment objective; and

WHEREAS, Section 2 Goal 6/Principle 10 at pages 16, of the Plan also lists "[i]mproving the quality of life for residents" and "[m]aintenance of public streets and spaces has to occur" as a stated redevelopment objective; and

WHEREAS, since 2011, Human Resource Staffing of Miami, Inc. ("HRSM") has overseen the Overtown Beautification Team, which provides on-the-job training and employment opportunities to residents from the Redevelopment Area interested in landscape maintenance; and

WHEREAS, given HRSM's success with residents, HRSM has requested support to continue its operation of the Overtown Beautification Team for the next year.

WHEREAS, the Board of Commissioners wishes to authorize the issuance of a grant, in an amount not to exceed \$220,000, to HRSM to underwrite costs associated with the continued operation of the Overtown Beautification Team for the next year;

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

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

Section 2. The Board of Commissioners hereby authorizes the issuance of a grant, in an amount not to exceed \$220,000, to Human Resource Staffing of Miami, Inc. to underwrite costs associated with the continued operation the Overtown Beautification Team for the next year.

Section 3. The Executive Director is authorized to disburse funds, at his discretion, on a reimbursement basis or directly to vendors, upon presentation of invoices and satisfactory documentation.

Section 4. The Executive Director is authorized to execute all documents necessary for said purpose.

Section 5. Funds are to be allocated from SEOPW Tax Increment Fund, "Other Grants and Aids," Account Code No. 10050.920101.883000.0000.00000.

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

JESSICA N. PACHECO, ESQ.
CRA SPECIAL COUNSEL

AGENDA ITEM # 13

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

To: Board Chair Keon Hardemon
and Members of the CRA Board

Date: February 14, 2013

File: 14-00146

Subject: Resolution Authorizing Commercial Lease
with VSMD Food Corp. for Commercial Space
at the Overtown Shopping Center.

From: Clarence E. Woods, III
Executive Director

cu

References:

Enclosures: Supporting Documentation; Legislation

BACKGROUND:

The attached Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency ("CRA") authorizes execution of a commercial lease agreement with VSMD Food Corp. ("VSMD"), as the sole proposer in response to RFP No. 13-007, for the lease of commercial space at the Overtown Shopping Center, 1490 NW 3rd Avenue, Unit 101, Miami, Florida.

The CRA owns the Overtown Shopping Center, at 1490 NW 3rd Avenue, Miami, Florida ("Property"), and said Property is located within the NW 3rd Avenue Neighborhood Center. In order to attract and accommodate commercial tenants, the CRA is currently undertaking the renovation and rehabilitation of the Property.

Pursuant to Section 163.380(3)(a), Florida Statutes, the CRA issued Request for Proposals No. 13-007 on November 7, 2013, wherein is sought proposals for persons interested in leasing commercial space at the Property. On December 9, 2013, the CRA received three (3) proposals, each for different units at the Property. VSMD Food Corp. submitted the one and only proposal for Unit 101 and seeks to open a grocery store on the Property.

JUSTIFICATION:

Principle 6, at page 15, of the Plan also provides that in order to "address and improve the neighbor economy and expand economic opportunities of present and future residents and businesses[. . .] [it is necessary to] support and enhance existing businesses and . . . attract new businesses that provide needed services and economic opportunities" The Plan, at pages 62-63, identifies the NW 3rd Avenue Neighborhood Center as becoming a thriving mixed-use area, which requires the CRA to "attract new businesses to NW 3rd Avenue in anticipation of [surrounding residential development]."

FUNDING:

This Resolution does not commit funding.



AGENDA ITEM

FINANCIAL INFORMATION FORM

CITY OF MIAMI
COMMUNITY REDEVELOPMENT AGENCY

SEOPW CRA

CRA Board Meeting Date: June 24, 2013

CRA Section: Finance

Brief description of CRA Agenda Item:

Authorizing a grant initiative, in an amount not to exceed \$500,000, to provide tenant improvement grants for prospective tenants at the Overtown Shopping Center, 1490 NW 3rd Avenue, Miami, Florida.

Project Number (if applicable):		
<input type="checkbox"/> YES, there are sufficient funds in Line Item:		
Account Code: <u>10050.920101.883000.0000.00000 (SEOPW)</u> Amount: <u>\$500,000.00</u>		
<input type="checkbox"/> 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/Minor Object		
From		\$
To		\$
From		\$
To		\$

Comments: _____

Approved by: Deanne E. West Date: 06/18/15
CRA Executive Director/Designee

~~~~~

**APPROVAL**

|                                       |
|---------------------------------------|
| Verified by<br><u>Mary J. Vazquez</u> |
| Financial Officer: _____              |
| Date: <u>6/17/2013</u>                |

SHOPPING CENTER LEASE

THIS LEASE is made as of the \_\_\_\_\_ day of February, 2014, by and between Southeast Overtown/Park West Community Redevelopment Agency (Landlord"), having an address of \_\_\_\_\_, and VSMD FOOD CORP., a Florida corporation ("Tenant"), having an address 1490 NW 3rd Avenue, Suite 101, Miami, Florida 33133.

1. INTRODUCTORY PROVISIONS.

1.1 Fundamental Lease Provisions. Certain fundamental provisions are presented in this Section in summary form to facilitate convenient reference by the parties.

- (a) Tenant's Trade Name: **Top Value**.....
- (b) Commencement Date: **120 days after completion of Landlord's Work** ..... (See Section 3.1)
- (c) Term: Initial - **Ten (10) years from the Commencement Date** ..... (See Section 3.1)  
Renewal - **Two (2) options for ten (10) years each (see First Addendum)**... (See Section 3.1)
- (d) Initial Expiration Date: **Ten (10) years following Commencement Date** ..... (See Section 3.1)
- (e) Tenant Suite Number: **101** ..... (See Exhibit "B")
- (f) Size of Premises: **17,715 square feet of gross leasable area** ..... (See Section 2.1)
- (g) Initial Payment: **\$13,142.17**..... (See Section 3.1)
- (h) Minimum Rent:..... (See Section 4.1 and 4.2)

| <u>Year</u> | <u>*Annual</u>     | <u>Monthly*</u>   |                                                                                                                                         |
|-------------|--------------------|-------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| 1-5         | <b>\$70,860.00</b> | <b>\$5,905.00</b> | *Subject to adjustment in subsequent years pursuant to the First Addendum, including as provided in Section 4.2 and the Second Addendum |
| 6-10        | <b>\$77,946.00</b> | <b>\$6,495.50</b> |                                                                                                                                         |

- (i) Additional Rent: Tenant's Pro Rata Share of taxes, insurance, Shopping Center operating costs and any other charges required to be paid by Tenant under the terms of this Lease..... (See Section 4.4)
- (j) Security Deposit: **\$13,142.17**..... (See Section 4.9)
- (k) Use: **A first class grocery store for the sale at retail of food products and associated merchandise to the public at retail pricing with a cafeteria selling food by the pound and for no other purposes** ..... (See Section 6.1)
- (l) Tenant Pro Rata Share: **55.39%** .....(See Section 2.2 and 4.4)
- (m) Guarantor(s): **Melanio A. Diaz** ..... (See Exhibit F)
- (n) Recap of 1st Year Rent: .....

Tenant Pro Rata Share 55.39% x Estimated Expenses \$76,528.80 = \$42,389.30  
per year

|                  |                           |
|------------------|---------------------------|
| Base Rent:       | <b>\$ 5,905.00</b>        |
| Expenses:        | <b><u>\$ 6,377.40</u></b> |
| Subtotal:        | <b>\$12,282.40</b>        |
| Sales Tax:       | <b><u>\$ 859.77</u></b>   |
| Advertising Fee: | <b>\$ N/A</b>             |
| Total Rent:      | <b>\$13,142.17</b>        |

(o) Percentage Rent Factor: **One percent (1%)**      Sales Break Point **\$10,000,000.00**



# City of Miami

## Legislation

### CRA Resolution

City Hall  
3500 Pan American  
Drive  
Miami, FL 33133  
[www.miamigov.com](http://www.miamigov.com)

File Number: 14-00146

Final Action Date:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY, WITH ATTACHMENT(S), AUTHORIZING EXECUTION OF A COMMERCIAL LEASE AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, WITH VSMD FOOD CORP., AS THE SOLE PROPOSER IN RESPONSE TO RFP NO. 13-007, FOR UNIT 101 AT THE OVERTOWN SHOPPING CENTER, 1490 NW 3RD AVENUE, MIAMI, FLORIDA; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL OTHER DOCUMENTS NECESSARY FOR SAID PURPOSE.

WHEREAS, the Southeast Overtown/Park West Community Redevelopment Agency ("CRA") is responsible for carrying out community redevelopment activities and projects within its Redevelopment Area in accordance with the 2009 Southeast Overtown/Park West Redevelopment Plan ("Plan"); and

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

WHEREAS, the Plan, at pages 62-63, identifies the NW 3rd Avenue Neighborhood Center as becoming a thriving mixed-use area, which requires the CRA to "attract new businesses to NW 3rd Avenue in anticipation of [surrounding residential development];" and

WHEREAS, the CRA owns the Overtown Shopping Center, at 1490 NW 3rd Avenue, Miami, Florida ("Property"), and said Property is located within the NW 3rd Avenue Neighborhood Center; and

WHEREAS, the CRA is currently undertaking the renovation and rehabilitation of the Property in order to accommodate commercial tenant occupancy; and

WHEREAS, pursuant to Section 163.380(3)(a), Florida Statutes, the CRA issued Request for Proposals No. 13-007 wherein is sought proposals for persons interested in leasing commercial space at the Property; and

WHEREAS, VSMD Food Corp. ("VSMD") submitted the one and only proposal for Unit 101 and seeks to open a grocery store on the Property; and

WHEREAS, the Board of Commissioners wishes to authorize execution of a commercial lease agreement, in substantially the attached form, with VSMD;

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

Section 1. The recitals and findings contained in the Preamble to this Resolution are

adopted by reference and incorporated herein as if fully set forth in this Section.

Section 2. The Board of Commissioners authorizes the execution of a commercial lease agreement, in substantially the attached form, with VSMD Food Corp. for commercial retail space at the Overtown Shopping Center, 1490 NW 3rd Avenue, Unit 101, Miami, Florida.

Section 3. The Executive Director is authorized to execute all other documents necessary for said purpose.

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

APPROVED AS TO FORM AND SUFFICIENCY:

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JESSICA N. PACHECO, ESQ.  
SPECIAL COUNSEL

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**AGENDA ITEM # 14**

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

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To: Board Chair Keon Hardemon  
and Members of the CRA Board

Date: February 14, 2014

File: 14-00141

From: Clarence E. Woods, III *CW*

Subject: Resolution Authorizing Negotiation of  
Development Agreement for Block 55.

Executive Director

References:

Enclosures: Supporting Documentation; Resolution

---

**BACKGROUND:**

The attached Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency ("CRA") directs the Executive Director to attempt to negotiate a development agreement with Overtown Gateway Partners, LLC ("Overtown Gateway"), as the highest ranked proposer for the development of Block 55. In the event a development agreement is unable to be negotiated with Overtown Gateway, the Resolution authorizes the Executive Director to attempt to negotiate a development agreement with BDB Miami, LLC as the second highest ranked proposer for the development of Block 55.

On June 18, 2013, the CRA issued Request for Proposals No. 13-003 ("RFP") for the development of the Block 55. On July 23, 2013, three (3) proposals were received by the Clerk of the Board, and forwarded to the CRA for consideration. A committee consisting of Mr. Greg Gay (City Planner, City of Miami), Mr. Brian Zeitsman (Director of Architecture and Development, CRA), and Ms. Patricia Braynon, (Director, Housing Finance Authority of Miami-Dade County) was formed to evaluate the responses and make a recommendation to the Board of Commissioners. The committee ranked the three (3) proposals in the following order: (1) Overtown Gateway Partners, LLC; (2) BDB Miami, LLC; and (3) Stone Soup Development, LLC.

This Resolution require a proposed development agreement to be presented to the Board of Commissioners for consideration, and if satisfactory, approval and award. This Resolution is not intended to be an award of development rights or to otherwise create any rights whatsoever in the proposers referenced therein.

**JUSTIFICATION:**

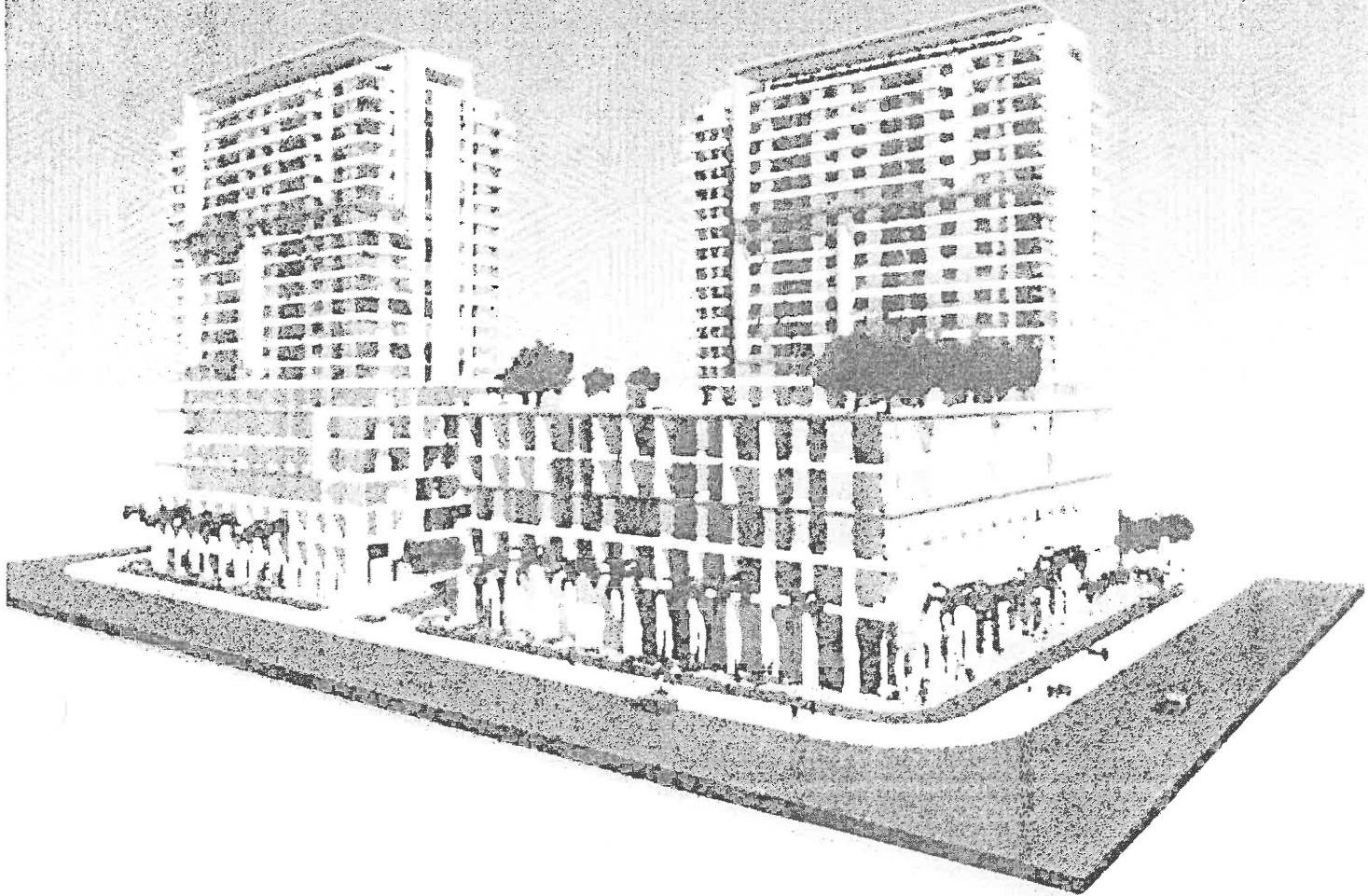
Section 2, Goal 3/Principles 2 and 3, at pages 12 and 14, of the 2009 Southeast Overtown/Park West 14, of the Plan also lists the creation Community Redevelopment Plan ("Plan") lists creating infill housing, and developing a variety of housing options as stated redevelopment goals. Section 2, Goal 3/Principle 4, at pages 12 and of jobs within the community as a stated redevelopment goal.

**FUNDING:**

This Resolution does not commit funding.

SUPPORTING  
DOCUMENTATION

# EXECUTIVE SUMMARY



# OVERTOWN GATEWAY

## EXECUTIVE SUMMARY

For its entire history, Historic Overtown has been an iconic neighborhood influenced by Black culture that is celebrated by residents and visitor alike. At the height of Overtown's "Little Broadway" era, Avenue G (now known as "Second Avenue") was the nerve center. Block 55 housed some of the most significant sites including the Sir John Hotel and Mary Elizabeth Hotel. Today, the site offers a spectacular opportunity to establish a gateway that frames the physical entrance to Historic Overtown and the perceptual progress towards its future.

We propose the "Overtown Gateway" project for Block 55 as a bold and thoughtful development designed to transform the neighborhood's entrance into a vibrant district offering a wide range of options to live, work and play. Our proposal is influenced by deep consideration of the various plans and studies that have been developed for the neighborhood over the last twenty years. The Redevelopment Plan and HOFDIA standards were central to our consideration and can be seen in the design. The Project concept is further discussed in Tab 3. Design images are provided in Appendix A and B.

The Project team is comprised of highly accomplished firms with significant experience in the development and management of large-scale and complex projects. Detailed information about each individual team member is located in Appendix C.

Our Development Partners, The Peebles Corporation ("Peebles") and BACH Real Estate ("BACH"), have direct experience with all the components of the Project. Over the last decade, Peebles has developed projects totaling approximately \$300 million in South Florida alone. Recently, Forbes Magazine named Donahue Peebles, the company's founder, as one of the "ten wealthiest Black Americans". BACH is a Miami-based, African-American owned firm led by Barron Channer. He is an emerging developer with over ten years of real estate development and acquisitions experience. A 30-year native of Miami-Dade, Mr. Channer obtained an MBA from The Wharton School. The Development Partners have established a joint-venture to undertake the development of Block 55. Mr. Peebles and Mr. Channer have worked together for a decade.

The Project team further includes MCM, D. Stephenson Construction ("Stephenson"), Revuelta Architecture ("Revuelta"), Miami Parking Authority ("MPA") and Bercow Radell and Fernandez ("BRF").

- MCM is a Miami-based construction management firm and one of the largest Hispanic-owned construction firms in the US. The firm has the bonding capacity to undertake collective projects totaling \$1 billion in construction costs or up to \$250 million single project.
- Stephenson is the largest African-American owned, construction management firm in South Florida. They have current experience working in Overtown as manager of the Carver Apartments and Shoppes project (Eight Street, NW Third Avenue).
- Revuelta is one of the most prolific architects in Miami. The firm's designs feature nearly ten buildings in Greater Downtown Miami.
- MPA is the single largest manager of parking in Miami. They currently manage several lots within Overtown. Their parking portfolio includes 14 garages and nearly 90 surface lots along with over 11,000 on-street spaces.
- BRF is the premier law firm specializing in land use matters throughout Miami. They have significant experience with current land use issues in Overtown. BRF and the Development Partners have worked together for over ten years.

## OVERTOWN GATEWAY

We have deliberately sought to address the key objectives of this solicitation with a Project that includes several facets. Discussions of the Project's key elements and benefits are presented in tabs 3 and 5 respectively.

- Overtown Gateway would generate roughly 500 jobs with the development of Block 55. Our team has direct experience, deliberate intent and commitment from the top down to exceed the targeted levels of jobs for local residents and contract opportunities for local companies.
- Numerous post-construction jobs will be generated. To ensure that local residents and companies can access these opportunities, we plan to designate a Jobs and Contracts Coordinator who would remain active throughout and after construction.
- Respect for the cultural heritage of Historic Overtown is embedded within our design. Elements of HOFDIA design standards and the Redevelopment Plan are incorporated.
- The Project is poised to generate significant economic returns for SEOPW CRA. This would amount to millions each year. A summary highlighting the returns is included in Tab 5.
- Beyond creating jobs, we plan to engage Overtown youth by providing educational experiences introducing them to the real estate industry and entrepreneurship. In doing so, we are deliberately seeking to sow the seeds for growing the investors of the future whom will build-up Overtown with compassion and commitment to its cultural heritage. The "Overtown Scholars" program is briefly discussed in Tab 5, Project Benefits – item (e).

We are confident about the financial viability of the Project. Peebles and BACH both have significant experience with the South Florida markets and with the proposed Project components. Collectively, we have significant financial resources and access to much more. Letters evidencing interest from a small sample of potential capital partners are provided in Appendix D.

- The demand for residential in Miami is significant and growing. We will cater to the wide cross section of people seeking workforce housing, desirous of downtown living and attracted by Overtown's character. The workforce sector has been generally overlooked despite accounting for a large percentage of those who work in Downtown currently and care to live there in the future.
- The retail is positioned to tap into the entertainment district being fostered in Overtown. Downtown's retail activity is booming per numerous studies by the Downtown Development Authority. We plan to compete for this business while also benefitting from those who will live, work and play at Overtown Gateway.

We appreciate the opportunity to be considered for such a special site. Hopefully, you find out concept to be compelling. Mr. Peebles and Mr. Channer are drawn to the compelling story behind the site and neighborhood. We are prepared for the challenge and offer Overtown Gateway for your consideration.



# City of Miami

## Legislation

### CRA Resolution

City Hall  
3500 Pan American  
Drive  
Miami, FL 33133  
[www.miamigov.com](http://www.miamigov.com)

File Number: 14-00141

Final Action Date:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("CRA") DIRECTING THE EXECUTIVE DIRECTOR TO ATTEMPT TO NEGOTIATE A DEVELOPMENT AGREEMENT WITH OVERTOWN GATEWAY PARTNERS, LLC ("OVERTOWN GATEWAY"), AS THE HIGHEST RANKED PROPOSER FOR THE DEVELOPMENT OF BLOCK 55; AUTHORIZING THAT, IN THE EVENT A DEVELOPMENT AGREEMENT IS UNABLE TO BE NEGOTIATED WITH OVERTOWN GATEWAY, THE EXECUTIVE DIRECTOR IS AUTHORIZED TO ATTEMPT TO NEGOTIATE A DEVELOPMENT AGREEMENT WITH BDB MIAMI, LLC, AS THE SECOND HIGHEST RANKED PROPOSER FOR THE DEVELOPMENT OF BLOCK 55; FURTHER DIRECTING THE EXECUTIVE DIRECTOR TO PRESENT ANY PROPOSED DEVELOPMENT AGREEMENT TO THE BOARD FOR ITS CONSIDERATION AND, IF SATISFACTORY, APPROVAL AND AWARD; CLARIFYING THAT THIS RESOLUTION IS NOT INTENDED TO BE AN AWARD OF DEVELOPMENT RIGHTS OR TO OTHERWISE CREATE ANY RIGHTS WHATSOEVER IN ANY PROPOSER REFERENCED HEREIN.

WHEREAS, the Southeast Overtown/Park West Community Redevelopment Agency ("CRA") is responsible for carrying out community redevelopment activities and projects within its Redevelopment Area in accordance with its approved 2009 Southeast Overtown/Park West Redevelopment Plan ("Plan"); and

WHEREAS, Section 2, Goal 3/Principles 2 and 3, at pages 12 and 14, of the Plan lists creating infill housing, and developing a variety of housing options as stated redevelopment goals; and

WHEREAS, Section 2, Goal 3/Principle 4, at pages 12 and 14, of the Plan also include the creation of jobs within the community as a stated redevelopment goal; and

WHEREAS, on June 18, 2013, the CRA issued Request for Proposals No. 13-003 ("RFP") for the development of the Block 55; and

WHEREAS, on July 23, 2013, three (3) proposals were received by the Clerk of the Board, and forwarded to the CRA for consideration; and

WHEREAS, a committee consisting of Mr. Greg Gay (City Planner, City of Miami), Mr. Brian Zeltsman (Director of Architecture and Development, CRA), and Ms. Patricia Braynon, (Director, Housing Finance Authority of Miami-Dade County) was formed to evaluate the responses and make a recommendation to the Board of Commissioners; and

WHEREAS, the Board of Commissioners has considered the proposals and the recommendation of the committee; and

WHEREAS, the Board of Commissioners wishes to accept the recommendation of the committee, and to direct the Executive Director to attempt to negotiate a development agreement with Overtown Gateway Partners, LLC ("Overtown Gateway"), as the highest ranked proposer for the development of Block 55; and

WHEREAS, in the event a development agreement is unable to be negotiated with Overtown Gateway, the Board of Commissioners wishes to direct the Executive Director to attempt to negotiate a development agreement with BDB Miami, LLC, as the second highest ranked proposer for the development of Block 55; and

WHEREAS, the Board of Commissioners wishes to clarify that this Resolution is not intended to be an award of development rights or to otherwise create any rights whatsoever in the proposers referenced herein;

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

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

Section 2. The Board of Commissioners hereby accepts the recommendation of the committee formed to review the proposals received for the development of Block 55.

Section 3. The Executive Director is hereby directed to attempt to negotiate a development agreement with Overtown Gateway Partners, LLC ("Overtown Gateway"), as the highest ranked proposer for the development of Block 55.

Section 4. In the event a development agreement is unable to be negotiated with Overtown Gateway, the Executive Director is directed to attempt to negotiate a development agreement with BDB Miami, LLC as the second highest ranked proposer for the development of Block 55.

Section 5. The Executive Director is directed to present any proposed development agreement to the Board for its consideration and, if satisfactory, approval and award.

Section 6. This Resolution is not intended to be an award of development rights or to otherwise create any rights whatsoever in the proposers referenced herein.

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

---

JESSICA N. PACHECO, ESQ.  
SPECIAL COUNSEL

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AGENDA ITEM # 15

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

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To: Board Chair Keon Hardemon  
and Members of the CRA Board

Date: February 14, 2014

File: 14-00144

From: Clarence E. Woods, III *h*  
Executive Director

Subject: Resolution Authorizing Second Amendments  
to Agreements for Bond Projects.

References:

Enclosures: Resolution

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**BACKGROUND:**

The attached Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency ("CRA") authorizes the Executive Director to enter into second amendments to: (i) the Grant Agreement by and between the CRA and Town Park Plaza South, Inc.; (ii) the Grant Agreement by and between the CRA and Town Park Village No. 1, Inc.; (iii) the Development Agreement by and between the CRA and Island Living Apartments, Ltd.; (iv) the Development Agreement by and between the CRA and Lyric Housing, Ltd.; (v) the Development Agreement by and between the CRA and St John's Plaza Apartments, LLC; and (vi) the Development Agreement by and between the CRA and AMC HTG I, Ltd. (collectively referred to as "Agreements") to extend the time contingency for the CRA to obtain bond financing for the Projects on terms acceptable to the Board of Commissioners of the CRA from December 31, 2013 to February 28, 2014.

The Board of Commissioners determined that in order to facilitate the redevelopment of the Redevelopment Area, it is in the best interests of the CRA to issue bonds to finance such redevelopment activities. In anticipation of such debt financing, the Board of Commissioners, pursuant to CRA Resolution No. CRA-R-12-0028, passed and adopted on April 30, 2012, approved a list projects to be financed utilizing the proceeds from the bond issue. Thereafter, on January 28, 2013, the Board of Commissioners, by Resolution No. CRA-R-13-0008, authorized the execution of the Agreements for the projects.

The Board of Commissioners, by Resolution No. CRA-R-13-0074, passed and adopted December 18, 2013, authorized amendments to the Agreements to extend the time contingency for the CRA to obtain bond financing for the Projects on terms acceptable to the Board of Commissioners of the CRA from December 31, 2013 to February 28, 2014. There have been delays in the issuance of the bonds as a result of issues related to the Miami-Dade County's contribution to the CRA's redevelopment trust fund. In turn, it is necessary for the Agreements to be amended to extend the contingency period for bond issue approval.

**JUSTIFICATION:**

Section 2, Goal 3/Principles 2 and 3, at pages 12 and 14, of the 2009 Southeast Overtown/Park West 14, of the Plan also lists the creation Community Redevelopment Plan ("Plan") lists creating infill housing, and developing a variety of housing options as stated redevelopment goals. Section 2, Goal 3/Principle 4, at pages 12 and of jobs within the community as a stated redevelopment goal.

**FUNDING:**

This Resolution does not commit funding.



# City of Miami

## Legislation

### CRA Resolution

City Hall  
3500 Pan American  
Drive  
Miami, FL 33133  
[www.miamigov.com](http://www.miamigov.com)

File Number: 14-00144

Final Action Date:

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO SECOND AMENDMENTS TO: (i) THE GRANT AGREEMENT WITH TOWN PARK PLAZA SOUTH, INC. WITH RESPECT TO THE TOWN PARK PLAZA SOUTH COOPERATIVE APARTMENT PROJECT; (ii) THE GRANT AGREEMENT WITH TOWN PARK VILLAGE NO. 1, INC. WITH RESPECT TO THE TOWN PARK VILLAGE COOPERATIVE APARTMENT PROJECT; (iii) THE DEVELOPMENT AGREEMENT WITH ISLAND LIVING APARTMENTS, LTD. WITH RESPECT TO THE ISLAND LIVING APARTMENTS; (iv) THE DEVELOPMENT AGREEMENT WITH LYRIC HOUSING, LTD. WITH RESPECT TO THE PLAZA AT THE LYRIC; (iv) THE DEVELOPMENT AGREEMENT WITH ST JOHN PLAZA APARTMENTS, LLC WITH RESPECT TO THE ST JOHN PLAZA APARTMENTS; AND (vi) THE DEVELOPMENT AGREEMENT WITH AMC HTG I, LTD. WITH RESPECT TO THE ALONZO MOURNING PROJECT, TO EXTEND THE TIME CONTINGENCY FOR THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY TO OBTAIN BOND FINANCING ON TERMS ACCEPTABLE TO THE BOARD OF COMMISSIONERS FROM February 28, 2014 TO DECEMBER 31, 2014.

WHEREAS, the Southeast Overtown/Park West Community Redevelopment Agency (the "CRA") is responsible for carrying out community redevelopment activities and projects within its Redevelopment Area; and

WHEREAS, the Board of Commissioners determined that in order to facilitate the redevelopment of the Redevelopment Area, it is in the best interests of the CRA to issue bonds to finance such redevelopment activities; and

WHEREAS, in anticipation of such debt financing, the Board of Commissioners, pursuant to CRA Resolution CRA-R-12-0028 passed on April 30, 2012 approved a list of projects (the "Projects") to be financed utilizing the proceeds from the bond issue; and

WHEREAS, on January 28, 2013, the Board of Commissioners, by Resolution No. CRA-R-13-0008, authorized the execution of the following: (i) the Grant Agreement by and between the CRA and Town Park Plaza South, Inc.; (ii) the Grant Agreement by and between the CRA and Town Park Village No. 1, Inc.; (iii) the Development Agreement by and between the CRA and Island Living Apartments, Ltd.; (iv) the Development Agreement by and between the CRA and Lyric Housing, Ltd.; (v) the Development Agreement by and between the CRA and St John's Plaza Apartments, LLC; and (vi) the Development Agreement by and between the CRA and AMC HTG I, Ltd. (collectively referred to as "Agreements"); and

WHEREAS, due to delays beyond the CRA's control, the Board of Commissioners, by Resolution No. CRA-R-13-0074, passed and adopted December 18, 2013, authorized the Executive Director to enter into amendments to the Agreements to extend the time contingency for the CRA to obtain bond

financing for the Projects on terms acceptable to the Board of Commissioners of the CRA from December 31, 2013 to February 28, 2014; and

WHEREAS, the Board of Commissioners wishes to authorize the Executive Director to enter into second amendments to the Agreements to extend the time contingency for the CRA to obtain bond financing for the Projects on terms acceptable to the Board of Commissioners for the CRA from December February 28, 2014 to December 31, 2014;

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

Section 1. The recitals and findings contained in the Preamble to this Resolution are hereby incorporated by reference and made a part hereof.

Section 2. The Board of Commissioners hereby authorizes the Executive Director to enter into second amendments to: (i) the Grant Agreement by and between the CRA and Town Park Plaza South, Inc.; (ii) the Grant Agreement by and between the CRA and Town Park Village No. 1, Inc.; (iii) the Development Agreement by and between the CRA and Island Living Apartments, Ltd., (iv) the Development Agreement by and between the CRA and Lyric Housing, Ltd.; (v) the Development Agreement by and between the CRA and St John's Plaza Apartments, LLC; and (vi) the Development Agreement by and between the CRA and AMC HTG I, Ltd. to extend the time contingency for the CRA to obtain bond financing for the Projects on terms acceptable to the Board of Commissioners of the CRA from February 28, 2014 to December 31, 2014.

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

APPROVED AS TO FORM AND SUFFICIENCY:

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JESSICA N. PACHECO, ESQ.  
SPECIAL COUNSEL

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