

City of Opa-locka

*City of Opa-locka Municipal Complex
780 Fisherman Street, 3rd Floor
Opa-locka, FL 33054*



COMMUNITY REDEVELOPMENT AGENCY Agenda

**Tuesday, September 12, 2023
6:00 PM**

Opa-Locka CRA Board

Jannie Russell, Chair

Nikisha Williams, Vice Chair

Dr. Sherelean Bass, Board Member

Natasha L. Ervin, Board Member

Joseph L. Kelley, Board Member

John H. Taylor, Jr., Board Member

Veronica J. Williams, Board Member

CITY OF OPA-LOCKA

"The city of bright opportunities"

AGENDA

COMMUNITY REDEVELOPMENT AGENCY

September 12, 2023

6:00 PM

1. CALL TO ORDER:

2. ROLL CALL:

3. INVOCATION:

4. PLEDGE OF ALLEGIANCE:

5. APPROVAL OF MINUTES:

Opa-locka Community Redevelopment Agency Meeting Minutes - July 25, 2023

Opa-locka Community Redevelopment Agency Meeting Minutes - August 3, 2023

6. PUBLIC COMMENTS:

7. RESOLUTIONS:

- 1. A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, RATIFYING THE APPOINTMENT OF FLORIDA STRATEGIC PARTNERS LLC AS THE EXECUTIVE DIRECTOR; APPROVING THE FINALIZATION OF THE AGREEMENT WITH FLORIDA STRATEGIC PARTNERS LLC TO PROVIDE EXECUTIVE DIRECTOR SERVICES FOR AN AMOUNT NOT TO EXCEED \$111,000.00 FOR SAID SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**
- 2. A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO EXTEND AGREEMENT WITH MIAMI SERVICE CORPS, TO PROVIDE PROGRAM ADMINISTRATION OF THE OCRA HOME IMPROVEMENT PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

8. FINANCIAL REPORT:

1. FY 24 Budget Amendment
2. Purchase of 14401 NW 27 Avenue
3. OCRA By-Laws (meeting times)
4. Palmetto Homes Disbursement Terms
5. Bank Statements
6. Rental Assistance Update

9. BOARD COMMENTS:

10. ADJOURNMENT:

All interested persons are invited to attend this meeting. For additional information, please contact the Opa-locka Community Redevelopment Agency Board Clerk at 305.953.2868 ext. 1101.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceedings should contact the Office of the City Clerk at (305) 953-2800 for assistance no later than seven (72) hours prior to the proceeding. If hearing impaired, you may telephone the Florida Relay Service at (800) 955-8771 (TTY), (800) 955-8770 (Voice), (877) 955-8773 (Spanish) or (877) 955-8707 (Creole).

Pursuant to FS 286.0105: Anyone who desires to appeal any decision made by any board, agency, or commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for that reason, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal may be based.



**MEETING MINUTES
CITY OF OPA-LOCKA
COMMUNITY REDEVELOPMENT AGENCY
JULY 25, 2023, 6:00 P.M.**

1. CALL TO ORDER:

Chair Russell called the City of Opa-locka Community Redevelopment Agency Board of Directors meeting to order at 6:10 p.m. on Tuesday, July 25, 2023.

2. ROLL CALL:

The following members of the Opa-locka Community Redevelopment Agency (OCRA) Board of Directors were present: Chair Jannie Russell, Vice Chair Nikisha Williams, Board Member Dr. Sherelean Bass, Board Member Natasha L. Ervin, Board Member Joseph L. Kelley, Board Member John Taylor, and Board Member Veronica Williams (arr. 6:17). Also present were Board Attorney Marlon Hill, Interim CRA Executive Director Corion Delaine, Project Coordinator Tiffany Dallas, and Board Clerk Kimberly Manzano.

3. INVOCATION:

Board Member Kelley gave the Invocation.

4. PLEDGE OF ALLEGIANCE:

All present stood for the Pledge of Allegiance.

5. ADD-ON ITEM(S):

Interim CRA Executive Director Corion Delaine advised that there is one Add-on Item for tonight's meeting. This is a Resolution addressing a budget amendment and considering future Resolutions to amend the budget for property acquisition. The current CRA budget does not currently have a line item for this purpose.

Board Attorney Marlon Hill read the Resolution into the record at this time:

A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY (OCRA), AMENDING THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY'S ANNUAL ADOPTED GENERAL OPERATING AND TAX INCREMENT FUND BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023 AS

SET FORTH IN EXHIBIT “A”; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Motion made by Board Member Kelley, seconded by Board Member Dr. Bass, to add it to the Agenda. In a roll call vote, the **motion** passed unanimously (6-0).

6. APPROVAL OF MINUTES:

- **Minutes from the March 14 2023 OCRA Meeting**
- **Minutes from the March 28 2023 OCRA Special Meeting**

Motion made by Board Member Taylor, seconded by Vice Chair N. Williams, to approve. In a roll call vote, the **motion** passed unanimously (6-0).

7. PUBLIC COMMENTS:

Director Delaine advised that the OCRA follows the City’s procedures regarding decorum.

At this time Chair Russell opened public comment.

Regina Solis, president of Main Street Opa-locka, requested incorporation funds for this entity in the sum of \$20,000. She explained that she has spoken with the state of Florida’s Main Street Coordinator and attended the recent Preservation on Main Street conference to give a presentation on Opa-locka.

Chair Russell asked that Ms. Solis provide the Interim Executive Director with information on her request.

With no other individuals wishing to speak at this time, Chair Russell closed public comment.

Chair Russell introduced Frank Rollason, a member of the State Oversight Board which oversees the City’s and CRA’s finances, advised that there has been some confusion regarding how the CRA interacts with the Oversight Board. The CRA is required to follow the same rules as the City with regard to procurement.

Mr. Rollason continued that the CRA Board may not take action on any Resolution that they pass, including Resolutions to expend funds, without that Resolution first being approved by the State Oversight Board. The Oversight Board has received a number of Resolutions from the City, but has not yet received any Resolutions from the CRA. This means the CRA must forward the Oversight Board any Resolutions that it has passed since the City came under state oversight in 2016.

Mr. Rollason noted that several Resolutions have been passed by the CRA without state review. Resolutions are to be reviewed by the Inspector General, who then sends a letter to the administrator responsible for sending the documents, stating whether the Resolutions are approved or not approved.

Mr. Rollason emphasized that the objective is to return Opa-locka to a secure financial foundation. He works closely with the City Clerk, who is responsible for sending City Resolutions and invoices to him. He reviews these items and sends them on to the state for further review. He added that the Oversight Board works to approve these items quickly so vendors are paid in a timely manner.

There is also an emergency process by which invoices can be approved. This process sends Resolutions directly to the state from the City Clerk, City Manager, or, in the case of the CRA, the Interim Executive Director. The Oversight Board acts on these documents as quickly as possible.

Mr. Rollason concluded that the intent of the Oversight Board is to ensure the finances of the community are spent according to City Code and are in the best interests of the community.

Board Member V. Williams arrived at 6:17 p.m.

Board Member Kelley asked if Mr. Rollason and Director Delaine have discussed how to bring the CRA up to date. Mr. Rollason replied that while his intent was not to “undo” any items that have been passed, the state must be kept apprised of Resolutions passed by the CRA Board. He pointed out that the state should be made aware of any policy decisions made by the CRA. He did not anticipate any major issues.

Board Member Taylor requested additional information on the conversations between Mr. Rollason and Director Delaine, including timelines and the process for communications between the CRA and the state of Florida. Mr. Rollason replied that no issues came to light until he began receiving invoices related to the Rental and Mortgage Assistance Program. He also noted that this program was modified to address other needs in addition to rent, and must be reviewed by the state.

Mr. Rollason explained that the City has a Charter with which all actions taken by the City Commission must fall in line. Similarly, the actions of the CRA must be consistent with the CRA Plan. His responsibilities include reviewing the Plan, as well as any Resolutions passed by the CRA, to ensure this consistency. Any Resolution coming before the CRA Board should reference the appropriate section of the CRA Plan.

CRAs have strictly defined guidelines on how they can spend their tax increment financing (TIF) money, which is reflected in the CRA Plan. If the CRA Board wishes to spend money on items not included in the Plan, they must revise or amend the Plan accordingly.

Board Member Kelley recalled that some time ago, the CRA embarked upon a project involving housing, and asked how invoices or Resolutions related to this project should be brought forward. Mr. Rollason confirmed that these documents should be brought to him for verification and/or approval. He reiterated that this applies to every invoice from the City as well as from the CRA.

Board Member Kelley explained that his concern was that invoices related to the housing initiative are being sent to Mr. Rollason's office so the vendor can be paid. Mr. Rollason advised that if the CRA has entered into an agreement with a vendor to provide housing, the State Oversight Board will want to see the full process, including how the project was put out for bid, the bid tabulation and selection process, and why a particular vendor was chosen. Before the CRA can execute payment, all of this information, including the Resolution, must come before the Oversight Board for review.

Board Member Kelley advised that with regard to the housing initiative in which the CRA is involved, one of the vendors has already begun work. Mr. Rollason noted that he has not yet seen a contract between the City and any vendor for this program.

Vice Chair N. Williams recalled that some expenses have come through the CRA, such as a small business façade program. She asked why these invoices were not caught by the State Oversight Board before they were approved. Mr. Rollason replied that he may have received invoices that were not identified as CRA expenditures. These might have come through the City rather than through the CRA.

Mr. Rollason continued that when he received invoices from the CRA, they were intermingled with the City's General Fund report. He requested that the City Clerk's Office prepare a separate report for the CRA so it is clear where funds are coming from. He then receives another report from the state related to approval or disapproval of the invoices. If they are not approved, the invoices are returned to the City Clerk's Office with direction to work with the state to resolve any issues. Mr. Rollason noted that denial of payment is much rarer now than when the City first came under state oversight.

Mr. Rollason continued that the state approves the City's and CRA's budgets. All funds coming into the City, whether in the form of ad valorem taxes or TIF revenue, fall under the purview of the State Oversight Board.

Vice Chair N. Williams asked if the state had approved the CRA budget, or if they may have assumed that there was no money being spent by the CRA in the past. Mr. Rollason replied that he has not seen a budget from the CRA. He concluded that he was confident any issues that may be in need of correction can be fixed.

Chair Russell explained that she contacted Brian Hunter, also representing the State Oversight Board, after receiving a phone call on June 28, 2023, as she had wished to

ensure transparency. Mr. Hunter had directed her to reach out to Mr. Rollason's office, as Mr. Rollason is responsible for overseeing the City's finances. She had invited Mr. Rollason to address tonight's meeting, and had informed both Director Delaine and Attorney Hill of this invitation, with the intent of improving clarity for the CRA.

Director Delaine thanked Mr. Rollason for attending tonight's meeting, and recalled that last month he had called for a meeting to ensure that certain City and CRA functions are separated rather than commingled. There were particular challenges related to the Rental and Mortgage Assistance Program, as both the City and the CRA established their separate programs at the same time. He also noted that there were Resolutions dating back to 2016 which had not been sent to the state as required.

Director Delaine continued that he had reviewed potential Resolutions that could be moved forward to alleviate further confusion. He has also discussed the preparation of expenditure forms for each line item on the CRA budget, which would need to be signed by himself and the Chair to ensure an additional level of oversight.

Director Delaine concluded that he would like to see Article 5, Section 5.3, "Fiscal Matters," of the CRA By-laws updated to add language related to accounting practices. This will ensure that the CRA has policies in place for its expenditures.

Board Member Kelley commented that he would like to see this language before approving it. He also felt there are other actions the CRA Board should take to address the concerns raised at tonight's meeting.

Board Member V. Williams asked which items, if any, have been sent to the State Oversight Board. Director Delaine replied that he was made aware of this requirement on July 10, 2023. Any information regarding expenditures is sent to the state with attachments; however, he was not aware of any Resolutions that might have previously been sent to the Oversight Board.

Director Delaine pointed out that some of the Resolutions not sent to the State Oversight Board date back a number of years. He had reached out to the individuals who previously served as Executive Director, and received the response that they had not sent those Resolutions to the state. The CRA is currently working to bring these processes up to date.

Board Member V. Williams asked if the Board is required to send previous Resolutions, or if they are intended only to submit Resolutions going forward. Mr. Rollason replied that the Resolutions dating back to the time the City and CRA first came under state oversight should be provided for review.

Chair Russell asserted that when Director Delaine assumed his role as Interim Executive Director, it became his responsibility to come back to the CRA Board and inform them that there must be a policy in place regarding Resolutions and invoices.

Motion made by Board Member Taylor that within the next 30 days, the Interim Director compiles all Resolutions from 2016 and forward [them] to the state from the CRA; also, meet with the City Manager and the state to review the contract that the state has with the City of Opa-locka, and the CRA needs to adopt that as it relates to finances, as it relates to Resolutions, and bring that back to the Board.

Chair Russell stated that while she agreed with Board Member Taylor's **motion**, she felt the 30-day time frame was too long. She continued that Director Delaine should first send all Resolutions that have been passed by the Board during his tenure as Interim Executive Director. Once this is done, he could work toward sending previous Resolutions as well. She felt the issue of sending Resolutions for state approval should be addressed before the Board can move forward with new plans.

Board Member Taylor **amended** his **motion** to include the Chair's statements. He added that the policy language to which Director Delaine had referred, which addresses finance and invoices, should also include language ensuring that all invoices must be signed by the Interim Executive Director or his designee.

Board Member V. Williams asked how long it might take the Interim Executive Director to send the Board's Resolutions to the state. She recommended that the reference to a time frame be removed from Board Member Taylor's **motion**, as the Board does not know how long the transmission process may take.

Vice Chair N. Williams suggested that the Board have the Interim Executive Director compile the Resolutions from the time he began working with the CRA, after which the Board and Interim Executive Director can work toward assembling any remaining Resolutions from before that time. It was clarified that Director Delaine has been with the CRA since 2018. Vice Chair N. Williams concluded that it may be possible to compile the Resolutions from Director Delaine's tenure with the CRA within the 30-day time frame.

It was determined that Director Delaine's suggestion of amending Article 5 of the CRA By-laws would need to bring it back to a subsequent meeting.

Board Member Taylor **restated** his **motion** as follows: **motion** that the Interim Director send those Resolutions to the state of Florida to bring us current with the state of Florida.

Attorney Hill advised that the **motion** include a reference to "on or before 30 days from today" to clarify the time frame in which the Interim Executive Director is directed to retrieve any and all Resolutions since 2016. In the event the Interim Executive Director

has any challenges in meeting this time frame, he should report them at the next Board meeting.

Board Member V. Williams requested an **amendment** to the **motion**: that the Resolutions during the current Interim Executive Director's term are prioritized.

Board Member Taylor indicated his acceptance of the proposed **amendments** to his **motion**.

Board Member Ervin **seconded** the **motion**.

Mr. Rollason explained that when invoices come to his office, they may require an accompanying Resolution if they involve a certain amount of money. When this happens, he must confirm that the state has reviewed the appropriate Resolution and approved the contract for that amount. Invoices that fall within the spending authority of the Interim Executive Director can be approved by Mr. Rollason and sent on to the state; however, if an invoice has a dollar amount that exceeds the Interim Executive Director's spending authority, Mr. Rollason would be required to stop this invoice until an accompanying Resolution is submitted.

Mr. Rollason continued that because the CRA Board passed a Resolution which amended the original Rental and Mortgage Assistance Program, and that second Resolution has not yet been approved by the state, any invoices that vary from the guidelines of the original Rental and Mortgage Assistance Program Resolution cannot be paid until that Resolution has been approved by the state.

It was asked how the CRA had been aware of the need to send invoices but not Resolutions to the State Oversight Board. Director Delaine replied that when the Rental and Mortgage Assistance Program was approved, the Resolution was sent to the state, as were the meeting minutes. During the April 2023 meeting, the Board made a motion to extend the program. He had then received direction from the state indicating that this must be in Resolution form.

Director Delaine continued that in the CRA Board's By-laws, actions may be approved by motion; however, the State Oversight Board requires a Resolution approving any such motion. The Board does not have a written policy for its interaction with the state. In addition, the CRA Board's previous business was commingled with City business, as the previous Executive Director was also the City Manager.

Mr. Rollason further explained that the Resolution addressing the City's Rental and Mortgage Assistance Program, which was passed for the City by the City Commissioners, went to the state for approval. He is able to approve the invoices passed along to him by the City's program, but not by the CRA program until the CRA's Resolution for its separate Rental and Mortgage Assistance Program has been approved. At a meeting on July 10,

2023, he returned a number of invoices addressing properties within the CRA to the Interim Executive Director.

Director Delaine stated that one Item on today's Agenda is a Resolution which would extend the consultant agreement for the Rental and Mortgage Assistance Program. He cannot take further action on this Item until the Resolution has been approved by the Board and sent to the state for approval. Once it is approved, the related invoices may also be approved.

Chair Russell recalled that in her discussions of this issue with Director Delaine, she had felt the Resolution to which he had referred addressed the contract between the CRA and consultant Linda Taylor rather than the payments to residents who had applied for rental/mortgage assistance. Director Delaine explained that the payments are in processing; however, the contract with Ms. Taylor must be extended so she can complete her work.

Chair Russell requested clarification that the invoices in question have been sent to be paid. Director Delaine replied that these invoices are being held up because the invoices from the consultant have not yet been paid.

Board Member Ervin asked if the invoices received by Mr. Rollason were for rental payments. Mr. Rollason stated that he had received the invoices addressing Ms. Taylor's agreement, as her previous agreement had expired or was in need of extension. He also received invoices for payments to different agencies for rent abatement. He had returned both the invoices addressing rent abatement and the invoices for Ms. Taylor.

Board Member Ervin requested clarification of the status of payments made to residents who had applied to the CRA Board for rental and mortgage assistance. Director Delaine stated that the CRA Board was initially scheduled to meet on July 11, 2023; however, a quorum was not present for that meeting, and it was rescheduled. A quorum was also not present on July 18, 2023. He hoped to move forward on the items on today's Agenda in a timely manner.

Chair Russell also asked for the status of invoices for residents who applied to the CRA's Rental and Mortgage Assistance Program, specifically whether they have already been submitted to the state or are awaiting approval of the Resolution extending Ms. Taylor's consultant contract. Director Delaine replied that the Board must take action to extend Ms. Taylor's contract so the remaining invoices may be processed.

Board Member Ervin stated that residents have reached out to her requesting information on the status of their rental/mortgage applications. She pointed out that these residents may be facing eviction before they receive the assistance they have requested.

Chair Russell also requested clarification of the status of residents' applications, including whether or not they are addressed by a Resolution on tonight's Agenda or are awaiting approval of the extension of Ms. Taylor's contract before they are sent to the state for approval. Director Delaine stated that he will review all the applications currently in his office and will provide a report on them by the morning of July 26, 2023.

It was clarified that the **motion** currently on the floor would include the reference to a 30-day time frame.

In a roll call vote, the **motion** passed unanimously (7-0).

Mr. Rollason explained that this issue came to light because a series of invoices were sent to the state for approval. He had received a phone call from the state indicating that this series of invoices were approved and the appropriate agencies were paid. He clarified that it is only due to the latest group of invoices that the state realized the City's and CRA's two programs were different, and that the City's invoices must be paid by the City's General Fund while the CRA's invoices must be paid by the CRA.

Mr. Rollason recalled that at the July 10 meeting, there were roughly three to four invoices identified from the CRA program, in addition to the Resolution addressing Ms. Taylor's contract. He had returned these invoices to the Interim Executive Director. He concluded that there would only be a few invoices at the Interim Executive Director's office unless more invoices have come since July 10. He has not received any additional invoices from the CRA's program and has not yet received any list of CRA expenditures.

Director Delaine stated that tonight's meeting is intended to ensure that the CRA Board hears from the state how they must move forward with their invoicing so this issue does not recur.

Chair Russell asked to know the will of the Board with respect to moving forward with tonight's Agenda Items. She noted that the Board needs to set a policy on how they will move forward with future invoices, and wished to determine whether or not they would vote on tonight's Agenda Items before establishing this policy, or instead wished to set the policy and then determine how to address the Agenda Items.

Board Member V. Williams advised that Ms. Taylor has been working on the Rental and Mortgage Assistance Program, and she did not wish to delay payment for the work Ms. Taylor has done. Board Member Ervin agreed that the Board must move forward with the Rental and Mortgage Assistance Program.

Vice Chair N. Williams also agreed that the Board should approve the extension of Ms. Taylor's contract. She added that she would also like to see the Board meet again within approximately 15 days to discuss how they will handle their processes, particularly from a financial perspective, moving forward.

It was suggested that, at a minimum, the Board should specifically address the Resolutions on tonight's Agenda which are directly related to the Rental and Mortgage Assistance Program and the CRA budget.

Motion made by Board Member Kelley, seconded by Board Member Ervin, to reopen public comment. In a roll call vote, the **motion** passed unanimously (7-0).

Ario Lundy, resident, stated that he has worked with the City of Opa-locka and the CRA for approximately two years on the construction of green homes. A contract is in place and he has submitted the necessary paperwork. He asked for clarification of his status within this process, explaining that he has almost completed the first phase of this project and does not know where he stands regarding payment.

Chair Russell advised that the CRA Board is aware of the work Mr. Lundy has done on this project, and recommended that he meet with Director Delaine and Attorney Hill to review his contract, with the intent of having a Resolution come back before the Board to ensure he is paid.

Mr. Lundy requested that the Chair also be present at this meeting to ensure all parties are on the same page. Chair Russell replied that she would discuss this further with Director Delaine and Attorney Hill. She emphasized that Mr. Lundy has the Board's word that they will take care of this issue.

Board Member Kelley stated that there has been an ongoing issue since May 25, 2022 regarding the project on which Mr. Lundy is working, and asked how the contract might have been structured to result in Mr. Lundy's lack of information on the process. Mr. Lundy explained that he had turned in invoices on Friday and has not yet been paid for any of his work.

Board Member Kelley also asked for clarification of how the process was explained when Mr. Lundy signed his agreement. Mr. Lundy replied that he did not know the process because he has not been told what to do.

Board Member Kelley asked if Mr. Lundy would be satisfied with Chair Russell's recommendation of a joint meeting, followed by a Resolution to be brought before the Board for approval at their next meeting.

Mr. Lundy explained that his intent was for the Chair and Interim Executive Director to be "on the same page" so all parties have a clear understanding of the issue. Chair Russell advised that she has reviewed the contract and is aware of its requirements.

It was asked whether or not Mr. Lundy's invoices could be sent to Mr. Rollason on an emergency basis so they can be expedited. Mr. Rollason replied that if there is a contract

in place, he assumed that it came before the Board with a Resolution to award the contract to Mr. Lundy. He concluded that if this is the case, the Interim Executive Director should be able to write Mr. Lundy a check.

Mr. Rollason continued that he would need to see both Mr. Lundy's contract and the Resolution approving it in order for him to approve the invoice. This would require a copy of the contract, a copy of the Resolution, and an explanation of how Mr. Lundy secured the contract.

Chair Russell advised that as soon as the meeting requested by Mr. Lundy is held, that issue will need to come back before the Board for action. She suggested that the Board members review Mr. Lundy's contract individually. She also recommended that the Board not discuss this issue further until the requested meeting has been held and all information has been presented.

Chair Russell proposed that tonight's meeting be adjourned.

Board Member V. Williams pointed out that there are too many Items remaining on tonight's Agenda to adjourn at this time. She also noted that the Board was unable to reach a quorum on previous meeting dates, which prevented them from taking action at that time.

With no other individuals wishing to speak at this time, Chair Russell closed public comment.

Attorney Hill advised that the process regarding Mr. Lundy's contract is very clear: it requires a Resolution and an invoice agreement "for approval and disbursement." He continued that Mr. Lundy entered into an agreement which was likely passed by a Resolution predating the current CRA Board. The appropriate Resolution is likely to be found in the list of Resolutions dating from 2016. The Resolution, the contract, and Mr. Lundy's invoices will be sent to Mr. Rollason to sign off on the disbursement of funds.

Attorney Hill continued that for the requested meeting between Mr. Lundy, Director Delaine, Chair Russell, and himself, all that was in need of review is the contract, the approved Resolution, and the invoices.

Attorney Hill further clarified that the Items remaining on tonight's Agenda direct the Board to move forward with the business of the CRA. These Resolutions are accompanied by agreements, including an agreement addressing the Board Attorney's contract and/or invoices. Mr. Rollason will need to see approved Resolutions, approved agreements, and approved invoices, which are on tonight's Agenda.

8. RESOLUTIONS:

1. **A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO EXECUTE THE EXTENSION OF THE CONSULTANT AGREEMENT WITH LINDA TAYLOR (“CONSULTANT”) TO PROVIDE SERVICES RELATED TO THE OPERATION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY’S RENTAL AND MORTGAGE ASSISTANCE PROGRAM, RETROACTIVELY DATED FOR MAY 4, 2023 FOR AN EXTENSION OF THREE (3); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

Motion made by Board Member Taylor, seconded by Board Member V. Williams, to approve. In a roll call vote, the **motion** passed unanimously (7-0).

2. **A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR AND CRA ATTORNEY TO CONDUCT THE PURCHASE OF PROPERTIES LOCATED AT 14401 NW 27TH AVENUE, OPA-LOCKA, FL 33054, TO INCLUDE PREPARING TITLE WORK TO COMPLETE TRANSACTIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE.**

Motion made by Board Member Taylor, seconded by Board Member Dr. Bass.

Board Member Kelley requested additional information on the prospective purchase, including whether there has been discussion of why the Board sought to buy this property. Chair Russell recalled that the Board members had discussed pursuing these properties at a previous meeting or meetings.

Director Delaine recalled that the Chair had requested the CRA consider acquiring this and other properties, which are located on a major thoroughfare within the CRA. The intent was to look at opportunities to eliminate slum and blight while maximizing opportunities for redevelopment of the properties. Staff has identified and researched these properties and provided appraisal reports to the Board members for their review. He had also provided the Board members with a memorandum including a brief synopsis of each property. The Board is asked to provide direction regarding whether or not to move forward with the acquisitions.

Vice Chair N. Williams observed that the values of the properties cited in Resolutions 23-18 and 23-19 are lower than their list prices, although the City appears to be offering to meet the list prices. She requested clarification of whether or not Staff has negotiated these prices or is asking for direction from the Board to determine the prices to be offered.

Director Delaine explained that the Board is asked to make a decision on any counter-offers on the prices quoted. He emphasized that no purchase agreement would be finalized without Board direction.

Vice Chair N. Williams advised that she was particularly in favor of the purchase(s) because both properties are located on an active corridor where a planned Metro-Rail extension is expected to be built. While she felt it would be a good idea for the CRA Board to begin purchasing properties in this area, she recommended that they consider offering a price below what is cited in the agreements, with guidance from professionals including the Board Attorney.

Chair Russell recalled that she had asked for a plan to be in place regarding what could be done with the properties if the CRA purchases them. She felt they should proceed with the purchase "if the price is right," pointing out that the locations are at a City gateways and near a proposed innovation district. She was also concerned with the quoted prices, stating that she would like to see these negotiated to a lower price, particularly as both properties have been on the market for some time. She asked if the Interim Executive Director was awaiting direction or a specific price from the Board with which to continue negotiations.

Director Delaine replied that he would like the Board to make a decision regarding whether or not they would like the price to be renegotiated. Once this direction has been provided to himself and the Board Attorney, they will re-engage with the property owners for further negotiation.

Chair Russell offered an amendment to the proposed Resolution to clarify that the property/properties be purchased at the appraised price(s).

Board Member Dr. Bass observed that while the appraised price can be the goal, the current real estate market may preclude this option. Chair Russell reiterated that both properties have been on the market for over a year. She suggested that negotiations could begin at the appraised value, but concluded that the asking price is high.

Board Member Kelley suggested that the Board provide the Interim Executive Director and Board Counsel with some latitude for negotiations. He proposed a not-to-exceed price of \$675,000.

Attorney Hill replied that he felt there was sufficient direction from the Board members regarding both the upper and lower limits for negotiations. He recommended against publicly discussing any specific amounts to be considered.

Chair Russell confirmed that the Resolution would be amended to include the not-to-exceed amount. Attorney Hill advised that this will be reflected in the Resolution's language.

In a roll call vote, the **motion** passed unanimously (7-0).

3. A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR AND CRA ATTORNEY TO CONDUCT THE PURCHASE OF PROPERTIES LOCATED AT 14441 NW 27TH AVENUE, OPA-LOCKA, FL 33054, TO INCLUDE PREPARING TITLE WORK TO COMPLETE TRANSACTIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

Motion made by Board Member Taylor, seconded by Board Member. Dr. Bass, to approve.

Board Member Kelley pointed out that the subject property in Resolution 23-18 is closer to a gas station than the property discussed in Resolution 23-17. The backup materials for this Item indicate that while there is no current awareness of contamination, more detailed information from an expert is recommended. He was concerned with the potential for contamination, which he had shared with the Interim Executive Director, and proposed that the CRA look into this possibility further before they proceed toward acquisition.

Chair Russell asked if Board Member Kelley was suggesting that before a purchase be made, the CRA enter into environmental studies of the subject site. Board Member Kelley stated that he felt a Phase 1 Environmental study, at a minimum, should be done before the property may be purchased.

Attorney Hill confirmed that Board Member Kelley's concern is valid, and noted that any contract for purchase will include a period of inspection of the site, with the option for cancellation if any issues are discovered.

Board Member V. Williams noted that there could be drawbacks to purchasing two properties at this time in light of the issues that were discussed previously during tonight's meeting.

In a roll call vote, the **motion** passed 6-1 (Board Member V. Williams dissenting).

4. A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY (OCRA) AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR ADMINISTRATIVE SERVICES FOR THE PROPERTY AND BUSINESS ASSISTANCE PROGRAM SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Motion made by Board Member Dr. Bass, seconded by Board Member V. Williams, to approve.

Board Member Ervin commented that she would like to see more money spent in ways that can help residents instead of going toward administrative work and consultants.

Board Member Kelley stated that the CRA does not have staff that can do the work of consultants, and until this infrastructure exists, the CRA will need to hire consultants to get things done.

Board Member Kelley continued that the CRA will need to build its own infrastructure so they have in-house staff that can assume responsibility for its programs. Until that time, however, they will need outside help. He concluded that the request for proposal (RFP) process is the only way to bring in this assistance.

Chair Russell stated that the CRA needs to hire staff, as they currently have an Interim Executive Director and a Project Coordinator. They do not have an Administrative Assistant at this time. There is also a line item in the budget for a CRA Manager. She emphasized that filling this position could reduce the need for consultants in the future.

Chair Russell requested information regarding the Property and Business Assistance Program. Director Delaine replied that this is the CRA's small business grant program, which will provide funding to businesses within the CRA. Chair Russell stated that she would also like to see the CRA invest in infrastructure projects to help the community, pointing out that issues such as flooding and street lighting need to be addressed.

Chair Russell requested clarification of the anticipated turnaround time for the RFP. Director Delaine replied that RFPs typically take between 20 and 30 days from the time they are released. Once the Board makes a decision on the Resolution, he expected it would go out no later than next week.

In a roll call vote, the **motion** passed unanimously (7-0).

5. A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY (OCRA) AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT WITH BUSINESS FLARE, LLC BASED UPON THE EXISTING AGREEMENT BETWEEN BUSINESS FLARE, LLC AND THE CITY OF HOMESTEAD, FL RFQ #202313 TO PROVIDE FOR AN ECONOMIC DEVELOPMENT CONSULTANT, TO PREPARE AN UPDATE TO THE OCRA REDEVELOPMENT PLAN AND THE CREATION OF AN ECONOMIC DEVELOPMENT PLAN FOR THE OCRA REDEVELOPMENT AREA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Attorney Hill explained that this was a "piggyback" agreement on a contract between the city of Homestead, Florida and Business Flare, LLC.

Motion made by Vice Chair N. Williams, seconded by Board Member Taylor, to approve.

Vice Chair N. Williams recalled that the Interim Executive Director had previously presented a number of responses to an RFP for this service. She asked if there was review and discussion that led to the selection of Business Flare. Director Delaine replied that the CRA received three quotes for service from qualified organizations; however, the proposed Resolution would piggyback on an existing agreement between Business Flare and the city of Homestead. He has reviewed this option with the legal team.

Director Delaine pointed out that the CRA Plan has not been updated since its inception in 2011. CRA Plans must be updated every seven years.

Chair Russell asked when the CRA discussed creating an economic development plan, as mentioned in the proposed Resolution, in addition to updating the CRA Plan. Director Delaine replied that during a December 2022 orientation, it was stated that a strategic planning session needed to be held in order to develop a five-year plan for the Board. This information was conveyed to the organizations that submitted bids so it could be included in their scope of work.

Chair Russell reiterated that while the agencies might have included an economic development plan in their proposals, she did not recall the Board discussing this addition. Director Delaine clarified that the economic development plan is part of the proposed update to the CRA Plan. He continued that the work to be done by Business Flare would include an updated CRA Plan, which establishes the CRA's rules and goals.

Chair Russell requested input from the other Board members regarding whether or not the Board had expressed a desire for an economic development plan in addition to an update to the CRA Plan. She felt if the economic development plan is an addition to the CRA Plan rather than part of it, the Board needed to discuss what that economic development plan may include. She concluded that if the economic development plan is separate from the updated CRA Plan, she wished to vote only on the CRA Plan update at this time.

Director Delaine stated that this item has been discussed numerous times and was included in the scope of work for all organizations that responded to the RFP.

Board Member N. Williams suggested that the Item be deferred to a later date so the Chair and Interim Executive Director can discuss it further and ensure they are on the same page before it is brought back for a vote. Director Delaine agreed and recommended deferral of the Item for further discussion.

Chair Russell asserted that the CRA Plan update needed to be done, and her only concern was with the proposed economic development plan.

Board Member Kelley advised that he was also in favor of deferring the Item.

Attorney Hill pointed out that the update of the CRA Plan is a high priority. He cautioned that deferral of the Resolution would also defer the CRA Plan update.

Board Member N. Williams withdrew her recommendation to defer the Item.

Chair Russell offered an **amendment** to the earlier **motion** to remove the proposed economic development plan component of the Resolution and move forward with updating the CRA Plan.

Board Member Kelley observed that while he did not recall specific discussion of an economic development plan by the Board, it is typically part of a CRA Plan. He recommended that the Resolution retain its current language, including the reference to the economic development plan.

Chair Russell **withdrew** her proposed **amendment** to the Resolution.

In a roll call vote, the **motion** passed unanimously (7-0).

Board Member Ervin recalled that at a previous meeting, Board Member N. Williams had requested that the order in which members' names are called for a vote be varied so they are not always read in the same order. Chair Russell requested that the Board Clerk rotate the calling of names for a vote, with the exception of the Chair, who would continue to be called last.

6. A RESOLUTION OF THE BOARD OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY (OCRA), APPROVING AND ADOPTING THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY'S PROPOSED GENERAL OPERATING AND TAX INCREMENT FUND BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024, AS SET FORTH IN EXHIBIT "A"; DIRECTING THE INTERIM EXECUTIVE DIRECTOR TO TRANSMIT A COPY OF SAID BUDGET TO THE STATE OF FLORIDA OVERSIGHT BOARD; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

Motion made by Board Member Taylor, seconded by Board Member Dr. Bass, to approve.

Vice Chair N. Williams asked if the CRA has the correct staffing structure in place now that it is operating independently of the City. She pointed out that the staffing structure appeared to be the same as when the CRA was operating as part of the City.

Vice Chair N. Williams also recalled that the Board has previously discussed the need to retain its own bookkeeping agency or similar organization to manage finances, although this is not reflected in the proposed budget.

Director Delaine explained that the format provided has been revised to reflect the CRA's separation from the City. At present, there are two vacant positions, one of which is an Administrative Assistant, which will hopefully be filled within the next few weeks. With regard to bookkeeping services, the CRA has received a response to its RFP for these services, and a selection committee is scheduled to meet on July 26, 2023. A recommendation will be brought before the Board at the next meeting.

Vice Chair N. Williams recommended that the bookkeeping services also be built into the next fiscal year's budget. She also observed that there was a significant increase in next year's budget covering travel and conference expenses, and asked why this increase was proposed.

Director Delaine replied that next year's budget considers multiple conferences and educational opportunities for the Board to attend. These include the Florida Redevelopment Association Conference, which is a major conference for CRAs. He emphasized the need to encourage education for the Board members moving forward.

Vice Chair N. Williams pointed out that the Board did not spend all the funds allocated to this line item in the current year, but was suggesting a larger allocation for the next year.

Vice Chair N. Williams also asked why the professional services line item has increased significantly, almost doubling the current budgeted amount. Director Delaine replied that the CRA is required to use no more than 20% of its budget on administrative costs, which means additional funds can be allocated for professional services. He advised that the Board has the discretion to make a decision on this allocation, as it is only a projection and not a finalized number. Vice Chair N. Williams recommended that this line item be reduced.

Chair Russell requested that a budget narrative be presented along with the budget, as this could answer some of the Board's questions. She also asked for clarification of what is included under professional services. Director Delaine replied that this line item includes contracts with consultants or professionals for additional services. He reiterated that the draft allocation is not the final amount budgeted for these services.

Vice Chair N. Williams requested clarification of what is in the development assistance budget, which is budgeted at roughly \$500,000 for the coming year. She also recalled the mention of Main Street Opa-locka during public comment, which is included in the Strategic Plan, and asked that some funds be built into the budget for this purpose. She recalled that the request for this program was minimal at \$20,000, and suggested that the speaker be invited to a subsequent meeting to make a presentation to the Board.

Chair Russell asked if Police services are included in the budget. Director Delaine replied that the draft budget can be amended to include this expense.

Chair Russell also noted that the CRA Board carries insurance, and emphasized the importance of ensuring that she and the Vice Chair are part of this policy, as they are not covered by the City's insurance. She requested that she and Vice Chair N. Williams be provided with copies of the policy showing they are covered.

Board Member Taylor suggested that if the budget Resolution is passed today, the Board schedule a budget workshop to discuss it more thoroughly and possibly make changes.

Board Member Kelley pointed out that the budget needs to be submitted to the state. While he had several questions regarding what the CRA plans to accomplish in the next fiscal year, he was in favor of passing the draft budget tonight, including any items not reflected in the current draft, such as Police services. He agreed that the Board should schedule a workshop for further review and discussion of the fiscal year (FY) 2023-2024 budget.

Board Member Kelley requested clarification of the proposed amount for Police services. Chair Russell replied that she did not have this information at present. Board Member Kelley suggested that a number be added to the budget for Police services as a placeholder, which could be changed later when the Board has more information on the estimated cost of these services. He proposed that the temporary number be \$5000, and the draft budget be amended to include this amount.

It was asked whether or not any additional items that will have a fiscal impact on the FY 2023-2024 budget need to be included at tonight's meeting, or can be added by a future budget amendment. Attorney Hill pointed out that the budget is currently a draft, which will be further workshopped and amended before it is finalized. He recommended that the Board members continue to review the draft budget and make suggestions during their one-on-one meetings with the Interim Executive Director. Attorney Hill concluded that the budget will need to be finalized at the next meeting.

Board Member V. Williams suggested that a line item addressing replacement of parks within the CRA area be added to the draft budget with a \$300,000 allocation. This would cover the cost of playground equipment at Sherbondy and Ingram Parks.

Board Member Kelley asked if this would mean increasing an existing line item or creating a separate line item for park amenities. He pointed out that the draft budget currently includes a line item for park amenities with proposed funding of \$150,000. Board Member V. Williams stated that she would like her suggestion to be its own separate line item for playground replacement at an additional \$300,000.

Board Member Taylor pointed out that playground replacement was recently passed as part of the City's budget, although the City line item did not define the specific parks for which it was intended.

Board Member Ervin recalled that earlier in the year, she had sent Director Delaine a proposed Resolution for the Board's Agenda which stated that the City would assume responsibility for improvements to two Opa-locka parks outside the CRA boundaries. The CRA would fund improvements to the two parks which are located within the CRA. She had also asked for this Resolution to be placed on tonight's Agenda as an add-on item.

Director Delaine stated that when he spoke with Board Member Ervin earlier in the day, he had noted that her proposal would be addressed as a discussion item so the Board can review it and Staff can conduct more research before it would be brought forward as a Resolution. Board Member Ervin expressed concern and frustration that the CRA is not accomplishing all that it would like to do.

Board Member Kelley asked if Board Member Ervin's proposal for a Resolution at a previous meeting was different from Board Member V. Williams's proposed \$300,000 line item for playground replacement. Board Member Ervin explained that she had wished to bring forward a Resolution stating the CRA would fund playgrounds for two parks located within the CRA, while the City could fund similar improvements in the two parks outside the CRA. This proposed Resolution had not yet appeared on a CRA Agenda.

Board Member Kelley pointed out that \$150,000 is already budgeted for park amenities, and could be used toward playground replacements if that is the will of the Board. This would mean the budget includes a total of \$450,000 for park amenities, with \$300,000 of this amount specified for playground replacement. Board Member V. Williams confirmed that this was her intent.

Board Member Kelley advised that the City has budgeted \$100,000 for playgrounds, and asked why an additional \$150,000 and \$300,000 would be needed for this budget as well. Board Member V. Williams advised that she had proposed the \$300,000 line item for playground replacement because there is not currently an estimate of what these costs may be. She confirmed that her intent was to include the \$300,000 line item separately from the existing \$150,000 line item addressing park amenities. She felt the term "park amenities" was vague, and could include other improvements than playground replacement. If the total cost of the replacements does not come to \$300,000, the budget could be amended at a later date.

Board Member Kelley stated that the City is currently working to develop a Parks Master Plan for all of Opa-locka. He recommended that the CRA not get too far ahead of this Master Plan in making plans for its parks. He noted that judging from the figures he has reviewed in relation to playground replacement, the cost would be roughly \$100,000 for

Sherbondy Park and approximately \$80,000 for Ingram Park. He concluded that this was why he felt the proposed \$300,000 was high.

Chair Russell stated that she had also seen estimates for this work which were lower than the proposed \$300,000 line item.

Vice Chair N. Williams observed that Florida Statutes state that CRAs are not supposed to spend funds on capital projects that have already been included in a city budget or budgets. She cautioned that the CRA will need to be very specific regarding the improvements for which it wished to pay.

Attorney Hill confirmed that both Florida Statutes and the CRA Plan provide boundaries within which the CRA can spend its funds, and recommended that the request be reviewed with the City and brought back to the Interim Executive Director and the Board.

Chair Williams requested clarification that when Board Member Ervin had proposed that the CRA fund playground equipment for two of the City's parks, she had intended this to mean Sherbondy and Ingram Parks, which are located within the CRA. Board Member Ervin confirmed that this had been her intent, recalling that when she first discussed these potential improvements with the City's Parks and Recreation Department and the City Manager's Office, she was advised that a quoted price of \$150,000 had been received for Sherbondy Park.

Chair Russell asked that Director Delaine also look into the KaBOOM! Company, which helps to fund playground improvements. This company could be able to offset some of the anticipated costs for a playground area or areas.

Attorney Hill stated that at the upcoming budget workshop, there would be further discussion of the costs of addressing parks within the CRA boundaries.

Chair Russell asked where the Police expense line item would be added in the draft budget, and from where these dollars would be taken. She recalled that the suggested "placeholder" amount for this expense had been \$5000, which can be amended later. Board Member Kelley noted that this can be added under the professional services line item.

In a roll call vote, the **motion** passed unanimously (7-0).

9. FINANCIAL REPORT:

Chair Russell noted that there is no bank statement in the members' backup materials. She emphasized that these statements should be included for every Board meeting.

10. BOARD COMMENTS:

None.

It was determined that the Board Clerk would contact the Board members individually to determine the date for the upcoming budget workshop.

11. ADJOURNMENT:

The meeting was adjourned at 9:10 p.m.

ATTEST:

Joanna Flores, Interim CRA Board Clerk

Jannie Russell, CRA Board Chair



**EMERGENCY MEETING MINUTES
CITY OF OPA-LOCKA
COMMUNITY REDEVELOPMENT AGENCY
AUGUST 3, 2023, 12:30 P.M.**

1. CALL TO ORDER:

Chair Russell called the City of Opa-locka Community Redevelopment Agency Board of Directors meeting to order at 12:54 p.m. on Thursday, August 3, 2023.

2. ROLL CALL:

The following members of the Opa-locka Community Redevelopment Agency (OCRA) Board of Directors were present: Chair Jannie Russell, Vice Chair Nikisha Williams (via communications technology), Board Member Dr. Sherelean Bass, Board Member Natasha L. Ervin, Board Member Joseph L. Kelley, Board Member John Taylor, and Board Member Veronica Williams. Also present were Board Attorney Marlon Hill and City Clerk Joanna Flores.

3. INVOCATION:

Board Member Kelley gave the Invocation.

4. PLEDGE OF ALLEGIANCE

All present stood for the Pledge of Allegiance.

5. PUBLIC COMMENTS

At this time Chair Russell opened public comment, which she closed upon receiving no input.

6. DISCUSSION REGARDING APPOINTMENT OF INTERIM EXECUTIVE DIRECTOR:

Chair Russell advised that on Monday, July 31, 2023, she received a letter of resignation from former Interim Executive Director Corion Delaine, effective August 11, 2023. His final day in the office was Friday, July 28, 2023.

Chair Russell stated that she had reviewed every item possible with Mr. Delaine before he left his position.

It was also noted that Linda Taylor, consultant, who is overseeing the CRA's Rental and Mortgage Assistance Program, was available at today's meeting via communications technology to provide input and information as needed.

7. RESOLUTION:

1. A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY (OCRA) APPROVING THE APPOINTMENT OF _____ AS INTERIM EXECUTIVE DIRECTOR OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Board Attorney Marlon Hill explained that the Board Members may discuss options for the role of Interim Executive Director. This may be an individual or a company who would assume the responsibility of bringing business before the CRA Board in relation to both ongoing projects and further actions that will activate the CRA's Strategic Plan. Today's emergency meeting is intended to ensure continuity of CRA business.

Chair Russell stated that she has vetted a candidate for the position of Interim Executive Director. She noted that the CRA Board Clerk had also submitted her resignation to Director Delaine the previous week.

Jason Walker, representing Florida Strategic Partners, explained that his company was formed in 2023 and is comprised of partners who previously comprised the Executive Staff of the Omni CRA in Miami, Florida. These partners oversaw the Omni CRA for approximately eight and one-half years.

Mr. Walker continued that the partners' responsibilities with the Omni CRA included production of affordable housing, as well as providing infrastructure improvements and grant funds. They can bring significant expertise to cities and CRAs, as well as relationships with the state and County which can help these entities expedite projects and achieve their visions at a reasonable rate.

Mr. Walker recalled that Florida Strategic Partners had submitted a proposal to the former Interim Executive Director to offer their services toward achieving the Opa-locka CRA's Redevelopment Plan and other CRA programs. He added that Chair Russell had informed him of today's scheduled meeting and the reason behind it. He advised that Florida Strategic Partners offers boutique service on a temporary basis in order to help stabilize the operations of the CRA until they have vetted and selected another Executive Director.

Mr. Walker continued that if selected as Interim Executive Director, Florida Strategic Partners will work with the firm the CRA has selected to update the Redevelopment Plan while also searching for a permanent Executive Director. Their proposal is for a "caretaker

position” lasting three to six months in which they will help the CRA Board determine where they stand with ongoing CRA programs and develop a plan to move forward.

Mr. Walker added that to help the CRA save money, all three of the agency’s principals will provide services. The proposal is for at the same rate paid to the previous Interim Executive Director, as well as payments equal to the gross benefits that accompanied that position.

Chair Russell explained that one reason she has recommended Mr. Walker and Florida Strategic Partners is that the CRA can “piggyback” on an existing contract that company has with the city of North Miami Beach. This would be less time-consuming than a more comprehensive search and a request for proposal (RFP) process. She was also familiar with Florida Strategic Partners’ work with the Omni CRA over recent years.

Board Member Ervin requested clarification of the scope of the Omni CRA in Miami. Mr. Walker replied that this included the entire Omni area, including a hotel and theater. He pointed out that the guidance of the principals from Florida Strategic Partners had transformed 7.5 acres of formerly empty space.

Board Member V. Williams asked how a boutique company with its own staff would provide support to the CRA Board and Staff. She also asked if Florida Strategic Partners has has any conversations with the CRA’s legal team.

Attorney Hill advised that there has been no discussion thus far regarding a proposal from Florida Strategic Partners, nor has there been conversation determining who would take the lead as Interim Executive Director. He explained that the intent of that interim position is to ensure that someone will keep the CRA moving forward and will be accountable for that activity. This can be an individual, a company, or a designee from the City Manager’s Office.

Attorney Hill continued that Mr. Walker had expressed intent to negotiate a proposal and bring it back to the next CRA Board meeting for approval. The proposal will include a scope of services, compensation, and terms.

Board Member V. Williams emphasized that any contract should include failsafes which were not in place with Mr. Delaine’s contract. She was in favor of contract terms which maintain accountability from the Interim Executive Director.

Board Member V. Williams also requested clarification of the company’s intent to take on the former Interim Executive Director’s salary to pay for their services. Mr. Walker confirmed that this was part of his offer. He emphasized that the CRA would receive all of the company’s support at the same rate paid to the former Interim Executive Director.

Board Member Taylor noted that the CRA is in need of a Project Manager, CRA Manager, Board Clerk, and Administrative Assistant. The position of Administrative Assistant has already been vetted and a number of candidates identified. A representative of the CRA Board will serve on the selection committee for this position.

Mr. Walker reiterated that his company will take on the responsibilities of the vacant positions until they are filled. He clarified that they would not be bringing in more employees; however, two of the company's three principals would be present and would assist in hiring to fill these positions.

Board Member Taylor asked if the CRA has reached out to City Staff for support in the interim before a new Interim Executive Director is brought on board. Attorney Hill advised that the Board is asked to make an interim appointment at today's meeting, with decisions on compensation and other aspects of the proposal to be addressed later on or retroactively.

Board Member Taylor pointed out that if an entity is appointed as Interim Executive Director today, they would not begin work until an agreement has been signed. This was why he had asked if the City would be able to provide support in the interim until the Resolution and accompanying agreement are passed.

Mr. Walker explained that Florida Strategic Partners worked under similar circumstances in the city of North Miami Beach. He added that they only recently received their first payment from that city, although they have been working there since April 2023. This is because they worked for significant time without an agreement.

Chair Russell stated that consultant Linda Taylor, who is overseeing the CRA's Rental and Mortgage Assistance Program, is present by phone at tonight's meeting. Ms. Taylor currently has 21 days remaining on her contract and has indicated that she would also assist the CRA during this time, as she has experience with the state's processes to address invoices received from the City.

Attorney Hill pointed out that in addition to Ms. Taylor's services, Blueprint Creative Group is assisting with the CRA's marketing. This entity will also need to be advised of the CRA's transition to a new Interim Executive Director as well.

Board Member Kelley requested clarification of Florida Strategic Partners' other two principals. Mr. Walker replied that they are Adam Old and Anthony Balzebrie.

Board Member Kelley suggested that Florida Strategic Partners be appointed for a three-month period as a caretaker intended to stabilize the CRA. He also recommended that the firm's contract include a 30-day opt-out clause. He was in favor of the proposed salary and gross benefits. Board Member Kelley concluded that he hoped the City Clerk's Office can provide additional support to the CRA during the short term.

Chair Russell emphasized the resilience and relationships of the CRA Board, which will contribute to the organization's success. She was confident that Florida Strategic Partners could fulfill the CRA's needs, based on the principals' accomplishments with the Omni CRA.

Board Member Ervin also emphasized the importance of working toward the CRA's goals, citing its house painting program as an example. Mr. Walker described a similar program undertaken by the Omni CRA for homes in the area.

Motion made by Board Member Kelley to insert Florida Strategic Partners in the Resolution.

Board Member Dr. Bass requested information on Florida Strategic Partners' vision for Opa-locka. Mr. Walker replied that his vision for the role of Interim Executive Director would be to provide an honest opinion about where the CRA stands with all its programs, as well as to provide recommendations on how to best implement these programs. They would also work with the CRA to seek a permanent Executive Director.

Board Member Taylor **seconded** Board Member Kelley's **motion**.

Board Member Kelley stated that in addition to the insertion of Florida Strategic Partners into the **motion**, he would also request that the Board Attorney negotiate with the applicant on the criteria the Board has established, including a 30-day notice for cancellation, as well as the salary parameters previously mentioned as well as other language the Board Attorney saw fit to include.

Attorney Hill advised that he would bring back a formal agreement for consideration at the Board's September 12, 2023 meeting, based on the terms stipulated and direction provided by Board Member Kelley.

It was asked if one of the Board members would be present during the negotiations with Florida Strategic Partners. Attorney Hill noted that the Chair would be present, and emphasized that he welcomed input from the Board members on this and other issues.

Attorney Hill also clarified that Vice Chair N. Williams, who was present via communications technology, would be permitted to vote on the **motion**.

In a roll call vote, the **motion** passed unanimously (7-0).

Chair Russell noted that consultant Linda Taylor continues to work on the CRA's Rental and Mortgage Assistance Program and will transmit invoices related to this program directly to the state.

8. ADJOURNMENT:

The meeting was adjourned at 1:43 p.m.

ATTEST:

Joanna Flores, Interim CRA Board Clerk

Jannie Russell, CRA Board Chair

RESOLUTION NO. 23-_____

A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, RATIFYING THE APPOINTMENT OF FLORIDA STRATEGIC PARTNERS LLC AS THE EXECUTIVE DIRECTOR; APPROVING THE FINALIZATION OF THE AGREEMENT WITH FLORIDA STRATEGIC PARTNERS LLC TO PROVIDE EXECUTIVE DIRECTOR SERVICES FOR AN AMOUNT NOT TO EXCEED \$111,000.00 FOR SAID SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Opa-locka Community Redevelopment Agency (OCRA) is responsible for carrying out community redevelopment activities and projects within its Redevelopment Area in accordance with the Opa-locka Redevelopment Plan ("Plan"); and

WHEREAS, due to the recent resignations of OCRA staff, the OCRA is in need of immediate management assistance to run the day to day of the OCRA, and the services and programs provided; and

WHEREAS, the OCRA Board finds it in the best interest of the residents and businesses of the OCRA to enter into a short-term Agreement with Florida Strategic Partners LLC), in order to seamlessly continue the day to day operations of the OCRA.

NOW THEREFORE BE IT DULY RESOLVED BY THE BOARD OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY:

Section 1. The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

The Board of the Opa-locka Community Redevelopment Agency approves/denies entering into an Agreement with Florida Strategic Partners LLC to provide Interim Executive Director Services to the Opa-locka Community Redevelopment Agency, and not to exceed One Hundred and Eleven Thousand Dollars (\$111,000.00).

Section 3. SCRIVENER'S ERRORS

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2023.

Jannie Russell
OCRA Chair

ATTEST:

Joanna Flores, Interim OCRA Clerk

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

Weiss, Serota, Helfman, Cole & Bierman, P.L.

Moved by: _____

Seconded by: _____

VOTE:

Board Member Bass	(Yes) _____	(No) _____
Board Member Ervin	(Yes) _____	(No) _____
Board Member Kelley	(Yes) _____	(No) _____
Board Member Taylor	(Yes) _____	(No) _____
Board Member V. Williams	(Yes) _____	(No) _____
Vice Chairwoman N. Williams	(Yes) _____	(No) _____
Chairwoman Russell	(Yes) _____	(No) _____

September 7th, 2023

Chairperson Jannie Russell
Opa-locka Community Redevelopment Agency
Opa-locka City Hall Municipal Complex
780 Fisherman Street, 4th Floor
Opa-locka, FL 33054

Re: Executive Director Services

Dear Chair Russell:

We are happy that you have appointed Florida Strategic Partners to provide Executive Director Services for the Opa-locka CRA. We are very excited to have this opportunity to stabilize and support the new direction of the CRA.

Florida Strategic Partners will be your Executive Director on the ground working seamlessly with the CRA and City staff and any outside experts with the highest ethical standards and professional conduct. The scope of work is to perform the standard duties of the Executive Director of the CRA. As we understand it, first and foremost, these duties include: Team building, and management—hiring and directing and overseeing new and existing employees and contractors, monitoring workflow and evaluating work products in compliance with the Redevelopment Plan, Downtown Masterplan, and CRA Board directives; putting programs and policies in place which will ensure proper expenditures of CRA funds and adherence to State and County oversight; communicating to the Board, the public, developers and other stakeholders; planning and coordination of projects; identifying and facilitating public-private joint ventures that support community objectives, including RFP solicitations, TIF deals, and revitalization efforts; implementing a comprehensive economic development program encompassing business recruitment, retention, new small businesses, and retail development; assisting the private sector with business establishment and financial support for redevelopment and economic growth; fostering collaboration with external organizations, government representatives, and

FLORIDA STRATEGIC PARTNERS

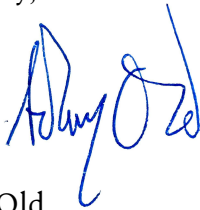
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industry stakeholders to promote economic development and acting as a liaison between local organizations, businesses, and government entities regarding economic development matters; and building relationships with successful businesses and promote the City as an attractive location for business expansion and relocation.

We ask for a flat base rate as listed in the posting of one hundred and eleven thousand dollars (\$111,000) annually or nine thousand, two hundred and fifty dollars (\$9,250) per month.

Thank you for choosing to appoint us. We will strive to bring your vision and projects to light, and to constantly improve the properties and quality of life within the Redevelopment Area.

Sincerely,

A handwritten signature in blue ink, appearing to read "Adam Old". The signature is stylized with a large initial "A" and a long, sweeping underline.

Adam Old
Principal,
Florida Strategic Partners, LLC

RESOLUTION NO. 23-_____

A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO EXTEND AGREEMENT WITH MIAMI SERVICE CORPS, TO PROVIDE PROGRAM ADMINISTRATION OF THE OCRA HOME IMPROVEMENT PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Opa-locka Community Redevelopment Agency (OCRA) is responsible for carrying out community redevelopment activities and projects within its Redevelopment Area in accordance with the Opa-locka Redevelopment Plan ("Plan"); and

WHEREAS, the Board of OCRA entered into an agreement with Miami Service Corps to provide for management and program administration of the Plant, Pave and Home renovation program, with expiration date of October 31, 2023; and

WHEREAS, the OCRA administration has determined that Miami Corps will need additional time to complete the ten homes budgeted for project and recommends an extension of six months to the OCRA agreement,

NOW THEREFORE BE IT DULY RESOLVED BY THE BOARD OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY:

Section 1. The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

The Board of the Opa-locka Community Redevelopment Agency approves/denies extending the contract with Miami Service Corps to provide program management services to April 30, 2024.

Section 3. SCRIVENER'S ERRORS

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2023.

Jannie Russell
OCRA Chair

ATTEST:

Joanna Flores, Interim OCRA Clerk

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

Weiss, Serota, Helfman, Cole & Bierman, P.L.

Moved by: _____

Seconded by: _____

VOTE:

Board Member Bass	(Yes) _____	(No) _____
Board Member Ervin	(Yes) _____	(No) _____
Board Member Kelley	(Yes) _____	(No) _____
Board Member Taylor	(Yes) _____	(No) _____
Board Member V. Williams	(Yes) _____	(No) _____
Vice Chairwoman N. Williams	(Yes) _____	(No) _____
Chairwoman Russell	(Yes) _____	(No) _____

**Memorandum of Understanding
Between
The Opa-Locka Community Redevelopment Agency
and
Greater Miami Service Corps**

This Memorandum of Understanding, hereinafter referred to as “MOU”, is entered into by and between the Opa-Locka Community Redevelopment Agency, hereinafter referred to as “OCRA” And Greater Miami Service Corps, hereinafter referred to as “GMSC”.

WHEREAS, the OCRA desires to expend CRA funds towards initiatives benefitting the residents of the City of Opa-Locka within the OCRA area;

WHEREAS, the OCRA desires to enter into the herein-described agreement with GMSC to provide services as set forth;

AND WHEREAS, the Parties are desirous to enter an understanding, thus setting work arrangements that both Parties agree shall be necessary to complete said services;

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the OCRA and GMSC agree as follows:

PURPOSE

The Parties intend for this MOU to provide the specifics of their roles and responsibilities as required for the implementation of Plant, Paint and Pave Home Renovation Program. Both Parties to this MOU shall coordinate activities and services described under their respective areas of responsibilities.

SCOPE OF WORK- Greater Miami Service Corps

- Engage young people between the ages of 18-24, in meaningful work through the Plant, Paint and Pave Home Renovation Program
- Provide supervision of participants (Members) in the implementation of the project scope of services.
- Conduct Rehab/Beautification on eligible and approved applicants’ homes in the Opa-Locka CRA area
- Conduct thorough background of homes submitted to ensure ownership, clear of liens
- Obtain permits through the City of Opa-Locka Building License

- Submit copy of completed Applications to OCRA
- Provide all equipment, transportation, etc., as deemed necessary for the completion of work.

Plant, Paint and Pave Home Rehabilitation Program- OCRA

- Provide list of approved applicants in need of home rehab
- Provide scope of work for homes
- Assist in expediting the issuance of required permits
- Provide storage of materials, if available in location to be determined

PERIOD OF PERFORMANCE

The term of this MOU shall be from June 20, 2023-October 31, 2023

INVOICING

- GMSC agrees to invoice the OCRA within a timely period
- GMSC understands all invoices must be submitted by October 31, 2023.
- The OCRA agrees to pay \$10,000.00 per home for Paint, Plant and Pave Home Rehab Services to include providing pressure cleaning, patch or repair to exterior structure concrete, wood repair, and paint. Landscaping will include beautifying the landscape by providing mulching, annual flowers, and similar services as agreed to by each homeowner. Total payment shall not exceed \$100,000.00

PAYMENT

- The OCRA agrees to expedite payment monthly

This MOU is entered into:

By: Corion J. DeLaine

6/20/2023 _____
Date

By: 

06/20/2023 _____
Date

Community Redevelopment Agency (CRA)





Community Redevelopment Agency (CRA) - Summary

180-77		FY 23			FY 24	
ACCT	Account Title	Amended Budget	Fcst	Over / (Under) Amend Bgt	Budget	Over / (Under) Fcst
180	REVENUES					
311110	City Tax Increment Revenue	1,154,464	1,144,986	(9,478)	1,512,442	367,456
311120	County Tax Increment Revenue	568,291	562,525	(5,766)	736,755	174,230
	Total Tax Increment Revenue	1,722,755	1,707,511	(15,244)	2,249,197	541,686
383010	Fund Balance Carryover - Prior Year	2,340,453	3,454,703	1,114,250	4,713,883	1,259,180
361100	Interest Earnings	-	-	-	-	-
369900	Misc. Revenue	24,000	-	(24,000)	50,000	50,000
	REVENUE TOTAL	4,087,208	5,162,214	1,075,006	7,013,080	1,850,866
	Total Compensation	199,813	141,203	1,256	195,076	41,400
	Adm. Expense	97,113	101,191	1,460	100,301	(18,159)
	Operating Expenditures	1,301,275	201,159	(1,100,116)	1,567,000	1,365,841
	Capital Projects - Grants & Other	1,790,000	3,500	(1,786,500)	1,059,600	1,056,100
	Capital Projects - Infrastructure	649,007	1,278	(647,729)	1,800,000	1,798,722
581950	Reserve/Contingency	50,000	-	(50,000)	-	-
	EXPENDITURE TOTAL (B+C+D)	3,887,395	448,331	(3,439,064)	4,721,977	4,273,646
	YEAR-END CARRY-OVER	199,813	4,713,883	4,514,070	2,291,102	(2,422,781)



Community Redevelopment Agency (CRA) - Expense & Capital

180-77		FY 23			FY 24	
ACCT	Account Title	Amended Budget	Fcst	Over / (Under) Amend Bgt	Budget	Over / (Under) Fcst
180	REVENUES					
311110	City Tax Increment Revenue	1,154,464	1,144,986	(9,478)	1,512,442	367,456
311120	County Tax Increment Revenue	568,291	562,525	(5,766)	736,755	174,230
	Total Tax Increment Revenue	1,722,755	1,707,511	(15,244)	2,249,197	541,686
383010	Fund Balance Carryover - Prior Year	2,340,453	3,454,703	1,114,250	4,713,883	1,259,180
361100	Interest Earnings	-	-	-	-	-
369900	Misc. Revenue	24,000	-	(24,000)	50,000	50,000
	(A) REVENUE TOTAL	4,087,208	5,162,214	1,075,006	7,013,080	1,850,866
77	EXPENDITURES					
515110	Salaries - Executive	54,366	-	(54,366)	-	-
515120	Salaries - Regular	95,831	102,791	6,960	149,214	46,423
515130	Salaries - Part-Time	-	-	-	-	-
515140	Salaries - Overtime	500	5	(495)	500	495
	Total Salaries	150,697	102,796	(47,901)	149,714	46,918
	Benefits					
515210	FICA	12,419	8,393	(4,026)	11,454	3,061
515220	Retirement	19,334	16,076	(3,258)	20,316	4,240
515230	Life And Health Insurance	17,363	13,938	(3,425)	13,592	(346)
	Total Benefits	49,116	38,407	(10,709)	45,362	6,955
	Total Compensation	199,813	141,203	(58,610)	195,076	53,873
	Administrative Expenditures:					
515320	Accounting & Audits	24,000	30,000	6,000	50,000	20,000
515492	Advertising & Notices	7,500	6,983	(517)	6,000	(983)
515401	Local Travel	1,000	500	(500)	2,000	1,500
515341	County Admin Fee 1.5%	8,438	8,438	-	11,051	2,613
515391	Administrative Fees (City)	35,000	35,000	-	5,000	(30,000)
515448	Occupancy (City)	5,000	5,000	-	5,000	-
515442	Insurance (City)	10,000	10,000	-	10,000	-
515510	Office Supplies	1,000	600	(400)	1,500	900
515420	Postage/FedEx/Courier	1,000	500	(500)	2,000	1,500
515342	Minutes Processing	2,000	2,000	-	3,000	1,000
515540	Membership Dues	2,000	1,245	(755)	2,750	1,505
515343	General Expense / State Admin Fee	175	925	750	2,000	1,075
	Administrative Expense	97,113	101,191	4,078	100,301	(890)



**FISCAL YEAR 2024
ANNUAL PROPOSED OPERATING BUDGET**

Community Redevelopment Agency (CRA) - Expense & Capital

180-77		FY 23			FY 24	
ACCT	Account Title	Amended Budget	Fcst	Over / (Under) Amend Bgt	Budget	Over / (Under) Fcst
	<u>Operating Expenditures:</u>					
513470	Printing & Binding	2,500	500	(2,000)	5,000	4,500
515480	Marketing/Promotional Events/Positioning	50,000	15,095	(34,905)	80,000	64,905
515400	Out of Town Travel	11,675	1,700	(9,975)	12,000	10,300
515547	Conferences & Meetings	5,100	204	(4,896)	5,000	4,796
515541	Education	5,000	1,000	(4,000)	5,000	4,000
514370	Legal Services/Court Costs	35,000	4,530	(30,470)	50,000	45,470
515312	Professional Services	100,000	73,908	(26,092)	165,000	91,092
515542	Apprenticeship Training	150,000	-	(150,000)	-	-
	Greater Home Improvement Assist	-	-	-	150,000	150,000
515544	Commercial Grants	400,000	-	(400,000)	1,000,000	1,000,000
515545	Home Ownership / Rental Assistance	240,000	92,222	(147,778)	90,000	(2,222)
515340	Other Contracted Services	302,000	12,000	(290,000)	5,000	(7,000)
	Operating Expenditures	1,301,275	201,159	(1,100,116)	1,567,000	1,365,841
	<u>CAPITAL PROJECTS - Grants & Other</u>					
5776001	Development Assistance	1,600,000	-	(1,600,000)	800,000	800,000
	Carryover Budgeted Grants	-	-	-	-	-
5776002	Farmers Market	20,000	-	(20,000)	6,000	6,000
5776003	Community Policing	20,000	3,500	(16,500)	3,600	100
5776004	Art in Public Places	50,000	-	(50,000)	100,000	100,000
5776005	Housing Initiatives	100,000	-	(100,000)	150,000	150,000
	Carryover Budgeted Grants/Housing	-	-	-	-	-
	Capital Projects - Grants & Other	1,790,000	3,500	(1,786,500)	1,059,600	1,056,100
	<u>CAPITAL PROJECTS - Infrastructure</u>					
	Capital Maintenance	-	-	-	-	-
	Capital/Infrastructure Grants	649,007	1,278	(647,729)	1,800,000	1,798,722
	Carryover Funds for Budgtd Proj.	-	-	-	-	-
	Capital Projects - Infrastructure	649,007	1,278	(647,729)	1,800,000	1,798,722
	Total Operating. Expense + Capital	3,740,282	448,331	(3,291,951)	4,701,977	4,253,646
581950	Reserve/Contingency	50,000	-	(50,000)	-	-
	Total Expenditure	3,887,395	448,331	(3,439,064)	4,701,977	4,253,646



Community Redevelopment Agency (CRA) - Capital Infrastructure

180-77		FY 23			FY 24	
ACCT	Account Title	Amended Budget	Fcst	Over / (Under) Amend Bgt	Budget	Over / (Under) Fcst
	<u>CAPITAL INFRASTRUCTURE PROJECTS</u>					
515604	Facades	-	-	-	-	-
5776006	Historic Building Renovations	250,000	-	(250,000)	-	-
541838	Park Fences	50,000	-	(50,000)	50,000	50,000
515601	Street Scapes	200,000	-	(200,000)	200,000	200,000
5776007	Park Amenities	119,007	1,278	(117,729)	150,000	148,722
519621	Building Purchase	-	-	-	1,400,000	1,400,000
5776008	Signage / Marquees	30,000	-	(30,000)	-	-
		-	-	-	-	-
		-	-	-	-	-
	Total Project Dollars:	649,007	1,278	(647,729)	1,800,000	1,798,722



Community Redevelopment Agency (CRA) - Footnote Detail – Summary Page

Account Name	Footnote Detail	Proposed Budget (\$)
Employee Salary & Fringe	Wages & benefits for Interim CRA Manager (75%) and Project Manager – Details on Administrative Page	195,076
Accounting & Audits	Annual Audit	50,000
Advertising & Notices	Public Notices	6,000
County Admin Fee	1.5% fee assessed by County	11,164
Printing & Binding	Printing and binding of plans and projects to be conducted	5,000
Marketing, Prom. Events	Marketing and branding activities	20,000
	PR Firm	60,000
	Total	80,000
Out of Town Travel	Non-local travel for conferences seminars and other out of area meetings	12,000
Local Travel	Local travel for conferences seminars and other business	2,000
Conferences & Meetings	Fees for participating in conferences and meeting	5,000
Education	Professional development	5,000
Legal Services / Court Costs	Legal/ Retainer services in support of the CRA	50,000
Professional Services	Financial Services	30,000
	Project Management (CRA firm)	135,000
	Total	165,000
Apprenticeship Training	Assist local apprenticeship programs to provide residents with career skills	0
Commercial Grants	Funding for commercial property and small business improvement	1,000,000
Home Ownership / Rental Assistance	Rental and mortgage assistance programs	90,000
Other Contracted Service	Other Services needed	5,000
Development Assistance	Strategic investment program	800,000
Farmers Market	For production of farmer/vendor/street market events	6,000
Community Policing	Community Policing program	3,600
Art in Public Places	Funding for Public Arts projects	100,000
Home Improvement Assist	Home Improvement Assistance Program	150,000
Housing Initiatives	Subsidies for new residential projects to enable affordable housing (first time buyer)	150,000
Historic Building Renovation	Contribution toward restoration of Historic Buildings	0
Parks Fence	Contribution toward enhancing security and appearance of parks within the CRA area	50,000
Streetscape	Streetscape enhancement projects	200,000
Park Amenities	Assistance for Parks & Recreation projects and programs	150,000
Signage / Marquee	Add Signage into CRA gateway	0
Purchase Building	Purchase of two properties in the CRA	1,400,000
Facades	Revitalize storefront for beautification of CRA	0



**Community Redevelopment Agency (CRA) - Footnote Detail –
Compensation & Administrative Page**

Account Name	Footnote Detail	Proposed Budget (\$)
City Fees – Administrative Fees	Payment to the City of Opa-locka for financial and IT services	5,000
City Fees – Occupancy	Payment to the City of Opa-locka for occupancy at 780 Fisherman Street	5,000
City Fees – Insurance	Payment to the City for general liability insurance for CRA employees covered under the City's coverage with the Florida Municipal Insurance Trust	10,000
Office supplies	Routine office supplies required to support operations	1,500
Postage / FedEx / Courier	Various document delivery services	2,000
Minutes Processing	Service to prepare minutes associated with all meetings	3,000
Membership Dues	Professional association dues	2,750
General Expense	Annual fee due to the Florida Department of Economic Opportunity and other non-detail expenses	2,000

**BY-LAWS
OF
CITY OF OPA-LOCKA
COMMUNITY REDEVELOPMENT AGENCY**

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**BY-LAWS
OF
OPA-LOCKA
COMMUNITY REDEVELOPMENT AGENCY**

**(A Community Redevelopment Agency Created
Pursuant to Chapter 163, Part III, Florida Statutes Adopted and Approved by Miami Dade
County Resolution No. R-795)**

These By-Laws of the City of Opa-locka Community Redevelopment Agency address the administration and management of the Agency. If a conflict arises between these By-Laws and any provision of Florida Statutes, including Chapter 163, Part III, Florida Statutes, or the Interlocal Cooperation Agreement dated December 4th, 2013 between Miami-Dade County, the City and the Agency then, in that event, the Statute or Interlocal Cooperation Agreement shall prevail. The Interlocal is hereby incorporated by reference herein.

ARTICLE 1

GENERAL

1.1 Establishment and Name. Pursuant to Chapter 163, Part III, Florida Statutes, the Miami- Dade County Commission as the governing body and the City of Opa-locka, pursuant to an Interlocal Cooperation Agreement ("Interlocal"), established a community redevelopment agency known as Opa-locka Community Redevelopment Agency (the "Agency" or "CRA"). The powers of the CRA are those powers specifically delegated to it by the Interlocal.

1.2 Purpose and Objectives. The purpose of the CRA is to formulate a workable program for the rehabilitation, conservation or redevelopment, or combination thereof, of the area described as the blighted area located in the boundaries of the Opa-locka Community Redevelopment Area set forth in the Interlocal, as well as the City of Opa-locka's Resolution No. 10-8043.

1.3 Seal. The CRA shall have a seal which shall be circular in form and shall bear the name of the CRA. The Secretary shall be the custodian of the Seal.

1.4 Members and Terms. The members of the CRA shall be composed of the members of the City Commission and two representatives from the residential and business communities within the City nominated by each Miami-Dade Commissioner whose District's are located within the City of Opa-locka. The terms of the Opa-locka Community Redevelopment Agency Board members shall be concurrent and coterminous with the terms of the Mayor and Commissioners. The terms of the Board members nominated by the Miami-Dade County Commissioners shall also be concurrent and coterminous with their official term of office.

1.5 Compensation. The Board Members shall serve without compensation from the CRA, but shall be entitled to reimbursement for their actual and necessary expenses incurred in the discharge of their duties for the CRA. Requests for reimbursement shall be subject to the requirements of applicable law.

ARTICLE 2

OFFICERS AND EMPLOYEES

2.1 Officers. The officers of the CRA shall be a Chair and a Vice-Chair. The CRA Board Members shall select a new Chair and Vice Chair every two (2) years on or before March 25.

2.2 Chair. The Chair shall preside at all meetings of the CRA and shall execute instruments in the name of the CRA as may be required, and shall have other duties as may be determined by the Board and consistent with the law.

2.3 Vice-Chair. A Member of the CRA Board shall serve as the Vice-Chair. The Vice-Chair shall in the absence, disqualification, resignation, death, or disability of the Chair, or at the Chair's direction exercise the functions of the Chair.

2.4 Executive Director. The CRA Board shall appoint a CRA Executive Director to administer its business and operations. The Director's compensation is set by the Board.

2.4.1 General. The Executive Director shall be the Chief Executive Officer of the CRA. In the absence of an Executive Director, the City Manager shall act in this capacity until an Executive Director is hired. City Manager has authority to designate necessary positions (i.e. CRA Manager) for functions of the CRA to operate on behalf of City Manager.

2.4.2. Responsibility. The Executive Director or designee shall assist in the preparation of the CRA agenda, attend all meetings of the CRA, and shall be responsible for carrying out the policies established by the CRA. The Executive Director or designee shall have general supervision over, and be responsible for the performance of the day-to-day operations of the CRA. The Executive Director or designee shall hire and set compensation for, necessary employees of the CRA, including contract employees, except as otherwise provided for herein. The Executive Director or designee shall be responsible for preparing an annual budget for the CRA's approval, and shall be otherwise responsible for the CRA's fiscal operations.

2.4.3. Property Negotiations. The Executive Director must provide written notification to the Board prior to the evaluation and negotiation of property under consideration for acquisition by the CRA. All acquisitions of property will be in accordance with approved CRA redevelopment plans, applicable law and CRA actions.

2.5 Secretary. The Executive Director shall authorize a designee to serve as the CRA Secretary. The Secretary shall be the custodian of the official seal and all books and records of the CRA. The Secretary shall attend all meetings of the CRA and keep minutes of its proceedings. All minutes once approved by the CRA shall be signed and certified by the Secretary and the Chair of the CRA and shall be prima facie evidence of the facts and happening stated within the official minutes. The Secretary shall keep the seal in safe custody and have the power to affix the CRA's official seal to and attest all contracts and instruments to be executed by the CRA. The Secretary may delegate such duties to one or more individuals as a designee of the Secretary. The Secretary may perform such other duties as may be assigned by the Board.

2.6 General and Special Counsel. The Board shall appoint and set compensation for the CRA General Counsel who shall attend all meetings of the CRA and shall be responsible for the oversight of the CRA's legal affairs. Upon receiving the recommendation of the General

Counsel, the Board shall also appoint and set compensation for any Special Counsel as it deems necessary and appropriate, who shall work under the general supervision of the General Counsel.

2.7 Employees, Agents and Consultants.

2.7.1. Hiring. The CRA may hire, retain, and engage such employees, agents, consultants, experts, attorneys and specialists, as it deems necessary. Except as otherwise provided in these By-Laws or applicable law, the CRA Board is empowered to approve employment contracts, professional services agreement and other consulting contracts under such terms and conditions and durations as it deems appropriate to carrying out the purpose and objectives of the CRA.

2.7.2. Employment Contracts. The CRA Executive Director is empowered to execute employment contracts with such persons employed by the CRA within the pay ranges and benefits approved annually in the adopted budget of the CRA. The duration of such employment contracts entered into by the Executive Director shall not exceed two (2) years unless approved by the CRA Board. Unless otherwise approved by the CRA Board, employees of the CRA are entitled to the same leave benefits (i.e. vacation, sick, holiday, etc.), performance pay benefits, and severance pay as accrue to City employees in similar or equivalent classifications. Nothing herein shall prohibit the CRA from using City employees to provide services to the CRA subject to City approval in accordance with an Interagency Services Agreement to be entered into by both parties. In the event that City employees are required to accept pay cuts, then non-City CRA employees shall be governed by the same policy without further action by the Board.

2.7.3 Personnel Policies. The CRA Executive Director shall prepare and submit for the approval of the CRA Board the personnel policies governing the CRA or adopt the personnel policies of the City of Opa-locka.

2.7.4 Code of Conduct. The CRA Board shall be governed by the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance, as amended, and any policies that the CRA Board may adopt.

ARTICLE 3

MEETINGS

3.1 Regular Meetings. The CRA shall hold regular meetings a minimum of four times each fiscal year (Oct.1 –Sept.30) and shall notice the City Clerk as to the date, time and place of all regular meetings. Meetings are to be held on the 3rd Tuesday of the month unless emergency meetings and/or workshop is called.

3.2 Special Meetings. The Chairman, the Executive Director or any other four (4) Board Members of the CRA may request the calling of a special meeting at a reasonable time and place by requesting the secretary of the board to arrange for and give notice of such special meeting.

3.3 Emergency Meetings. For urgent matters requiring immediate Board action, emergency meetings may be called by the Chair with 24 hours' notice or as soon as practicable. Prior public notice shall not be required, but shall be provided as soon as possible if feasible. Agendas for emergency meetings shall be prepared in accordance with agenda section.

3.4 Notice of Meetings. The secretary of the CRA Board will mail or deliver written notice of each regular meeting to CRA Board at least three (3) days prior to such meeting. Written notice of any special meeting shall be mailed or delivered at least two (2) days prior to such meeting. The notice of any special meeting shall set forth the purpose of the special meeting and no other business shall be conducted at that meeting. Notice of all special and regular meetings shall be provided to the public, appropriate City officials and the news media. Notice of emergency meetings shall be provided to the public, appropriate City officials and the news media as is reasonable under the circumstances.

3.5 Quorum and Voting. A majority of four (4) CRA Board Members shall constitute a quorum for the purpose of conducting business. When a quorum is present, the CRA may act by a vote of a majority of the members present, unless otherwise provided by law or these By-Laws. If any meeting cannot be conducted because a quorum is not present, the members who are present may adjourn the meeting to a time certain, and notice of such adjourned meeting shall be given to each Commissioner.

3.6 Recessed and Continued Meetings. Where a meeting having been set and noticed under the provisions of these By-Laws and during the course of said meeting is recessed to a future time and place certain, there shall be no requirements for giving of notice of the time and place of continuation of said meeting other than the announcement thereof at said meeting.

3.7 Rules of Order. Except as provided by these By-Laws or applicable law, all meetings shall be conducted in accordance with the procedures approved and utilized by the City Commission of the City of Opa-locka; provided, however, in the absence of any applicable procedure of the City, then the most recent Edition of Robert's Rules of Order or Revised Edition shall apply and be acknowledged by the CRA Board.

3.8 Agenda. The following procedure is established for agenda preparation for regular meetings:

- The agenda shall be prepared by the Executive Director or designee with the assistance of CRA Staff under the terms of an Inter-local agreement.
- Board members desiring agenda items shall make the request to the CRA Staff at least ten days before the meeting.
- A copy of the agenda and all supporting data available shall be provided to the Board, the CRA Attorney and the public at least three days before the meeting. In the case of a Special or Emergency Meeting the agenda and supporting data will be provided as soon as it is available.

ARTICLE 4

CONTRACTS

4.1 Execution of instruments. Legal instruments of the CRA shall be executed by the Chair and the Executive Director, attested by the Secretary and the form of any such instrument shall be previously approved by the CRA Attorney or duly authorized designee provided; however, that when by resolution of the Board the execution of instruments is delegated to another person, such instrument may be executed in the manner provided by such resolution. in the absence of the Chair, the Vice-Chair may execute such instruments.

4.2 Real Property Acquisition and Disposition. The acquisition, conveyance and leasing of real property by the CRA shall be done in accordance with Chapter 163, Part ill, Florida Statutes.

4.3 Purchasing Goods and Services. Except for employment contracts as provided for elsewhere in these By-Laws, and for purchases that must be made under specific requirements of law or the CRA Board, the Executive Director or his written designee(s) may procure goods or services

up to \$5,000 per purchase or contractual agreement. It is the intent of this provision that the amount of disbursement to a vendor providing goods or a contractor providing services not singularly or cumulatively exceed \$5,000.00 without the approval by motion of the CRA Board. The CRA Board must approve by motion all procurements for goods or services in excess of \$5,000.00. The Executive Director shall have a CRA issued credit card with a limit not to exceed \$5,000.00 for the purchase of goods and services in the commission of CRA Business with a vendor singularly or cumulatively. Except as provided, nothing contained herein is intended to limit the authority of the Executive Director or the CRA Board from procuring goods or services under the terms and conditions of a third party contract procured by another unit of state or local government when deemed in the best interest of the CRA.

4.4 Purchasing Procedures. The City shall function as the purchasing agent for the CRA in accordance with an "Interagency Services Agreement" entered into and between the CRA and the City. All purchases by the CRA shall be conducted in accordance with the procedures stated in the Purchasing Ordinance of the City. The City Manager shall set the required approvals when involving purchases by the CRA in accordance with the City's Purchasing Ordinance.

4.5 Cost Recovery Procedures. The CRA Board adopts the City's Cost Recovery Procedures codified in the Opa-locka Land Development Regulations/Code of Ordinance section XX-XXX, as amended and adopted by Ordinance No. XXXX. The CRA Executive Director or designee shall administer the cost recovery procedures.

ARTICLE 5

FISCAL MATTERS

5.1 Fiscal Year. The fiscal year of the CRA shall begin on October 1 and end on September 30 of each year.

5.2 Budget. The CRA Budget for the Agency and Redevelopment Area shall be approved after a publicly noticed workshop and budget hearing for citizen participation. The CRA shall not expend any funds other than those in the budget or otherwise authorized by the Board, provided that the Commissioners shall have the power to amend its budget as may from time to time be necessary. The annual budget of the CRA shall be submitted to the Miami-Dade County Board of Commissioners for review by no later than October 30¹⁴ of each fiscal year.

5.3 Accounting Practices. The CRA shall comply with applicable Florida law and all regulations of the Florida Department Financial Services, or its successor, regarding uniform accounting practices and procedures for units of local government.

5.4 Annual Audit. Within six months after the end of each fiscal year, an audit of the Redevelopment Trust Funds ("Funds") shall be conducted by an independent certified public accountant in accordance with the rules of the Florida Auditor General. The audit report shall describe for the fiscal year the amount and source of deposits into the Fund, the amount and purpose of withdrawals from the Fund, the amount of principal and interest paid on any indebtedness to which increment revenues are pledged, and the remaining amount of such indebtedness. The audit may be accomplished in conjunction with the City's annual audit, by the same certified public accountant, with the audit report submitted to the appropriate State agencies as a single report, provided the CRA component is presented as a separate fund(s) in the report. The CRA shall provide by registered mail a copy of the audit report to each taxing authority as defined by the Act (does not include school districts), the Florida Auditor General and the Florida Department of Financial Services.

5.5 Annual Report. The CRA shall file with the City and with Miami-Dade County, on or before March 31 of each year, a report of its activities for the preceding fiscal year in accordance with the provisions of Section 163.356(3)(c), Florida Statutes. At the time of filing this report, the CRA shall publish in a newspaper of general circulation in the City a notice to the effect that such report has been filed with the City and that the report is available for inspection during business hours in the office of the Clerk of the City and in the CRA's office.

5.6 Bonding of Officers and Employees. The CRA may require that any or all Board Members and employees be required to post bond for faithful performance of duty. The CRA shall pay bonding costs for all such bonds it requires. The Executive Director shall be bonded in an amount not less than the amount that the Executive Director is authorized to procure goods or services without the approval of the CRA Board.

5.7 Maintenance and Disbursement of Funds. All funds of the CRA shall be used only for purposes permitted by applicable law. Funds shall be distributed only at the direction or with the approval of the CRA Board or as provided for in accordance with these By-Laws,

and pursuant to an adopted budget. All funds disbursed shall be supported by appropriate requisitions signed by the Executive Director. Notwithstanding the foregoing, except for employee compensation, no single or cumulative obligation requiring a disbursement in excess of \$5,000.00 to any one individual, person or corporate entity shall be made unless specifically approved by the CRA Board.

5.8 Supervision of Accounts. The Executive Director, subject to the direction of the CRA, shall have control and be responsible for the internal supervision and control of the accounts of the

CRA. The Executive Director may assign a member of the CRA staff to assist in carrying out this responsibility. The Executive Director may not delegate the power to sign checks or otherwise disburse the funds of the CRA; provided, the CRA Board Members may approve a designee recommended by the Executive Director under such terms and circumstances, including the absence or incapacitation of the Executive Director, as may be prescribed. The Executive Director shall have the authority to sign all checks or authorize all electronic fund transfers to pay for the obligations of the CRA as provided in accordance with these By-Laws, the approved budget, approved contracts, and the specific actions of the CRA. All checks or disbursements of funds in excess of \$5,000.00 shall have the additional signature of the Chair and approval of the CRA Board.

5.9 Expenditures. All expenditures of CRA funds shall be in accordance with adopted procedures of the City and all applicable laws, the CRA's adopted budget as amended from time to time during the fiscal year, Fund requirements, and the Plan.

5.10 Borrowing. The affirmative vote of at least a majority of Board members shall be required to authorize the CRA to borrow money subject to City Council approval by Resolution. Borrowed funds may be used only for purposes allowed by the Act and the Plan.

ARTICLE 6 **ADVISORY COMMITTEES**

6.1 Power to Create. The CRA Board Members may, by resolution, create any committee or board to act in an advisory capacity to the CRA as shall be deemed necessary to carry out the functions, purposes and objectives of the CRA. The resolution establishing such committee or board shall set forth its specific powers, scope of service, duties, the number and qualification of its members, the method of appointment and term of its members, and the minimum rules, regulations and reporting requirements upon which it shall operate. The resolution shall provide for an effective date. Unless otherwise delegated, by resolution, the Board Members shall appoint all members to committees or advisory boards that it shall create. The CRA Board Members may, by resolution, abolish any existing committee or board and transfer, if deemed appropriate, its duties to any other committee or board or employee of the CR

ARTICLE 7

AMENDMENTS

7.1 Amending The By-Laws of the CRA may be amended after hearing two readings of the proposed amendments, with both the proposed and final amendment adopted by an affirmative vote of no less than four (4) of the Board Members at any two consecutive regular or special meetings of the CRA. No such amendment shall be adopted unless at least two (2) days written notice thereof has been previously given to the Commissioners.

ARTICLE 8

INDEMNIFICATION AND INSURANCE

8.1 Indemnification of the CRA, its Officers, Members, and Employees. The CRA shall indemnify and hold harmless its Board Members, officers, employees or other persons serving at the request of the CRA in connection with any action, suit or proceeding, civil or criminal, actual or threatened, to which he or she shall be made a party or is threatened to made a party by reason of his or her being or having been, or by reason of any actual or alleged acts performed or omitted to be performed in connection with his being or having been a CRA Board Members, officer or employee of the CRA or person serving at the request of the CRA against all expenses (including, but not limited to, attorney's fees, judgments and payments in settlement) actually incurred; provided, however, that no person shall be so indemnified or reimbursed in relation to any matter in such action, suit or proceeding as to which he or she shall finally be adjudged to have been guilty of a criminal act or liable for gross negligence or willful misconduct in the performance of his or her duties to the CRA; and provided further, that no person shall be so indemnified or reimbursed in relation to any matters in such action, suit or proceeding which has been made the subject of a compromise settlement except with the approval of a court of competent jurisdiction, or the CRA acting by vote of members not parties to the same or substantially the same action, suit or proceeding, constituting a majority of the remaining Board Members. The foregoing right of indemnification or reimbursement shall not be exclusive of other rights to which such person, his heirs, executors or administrators may be entitled as a matter of law.

8.2 Insurance. The CRA may purchase insurance for indemnifying its Board Members, officers, employees and other persons serving at the request of the CRA to the extent that such indemnification is allowed in Section 8.1 herein. The CRA may purchase other insurance, including liability and hazard insurance, as it deems necessary and appropriate.

Adopted on _____ by the CRA Board of the City of Opa-locka.

**OPA-LOCKA COMMUNITY
REDEVELOPMENT AGENCY**

**DEVELOPMENT INCENTIVE ASSISTANCE
AGREEMENT**

THIS DEVELOPMENT INCENTIVE ASSISTANCE AGREEMENT
(the "Agreement") is made and entered into this 27th day of
April 2023 by and between:

**OPA-LOCKA COMMUNITY
REDEVELOPMENT AGENCY**, a Community
Redevelopment Agency created pursuant to
Chapter 163, Part III, Florida Statutes,
hereinafter referred to as "Agency",

and

PALMETTO HOMES OF MIAMI, INC., a Florida
Profit Corporation, hereinafter referred to as
"Developer",

WHEREAS, the Opa-Locka Community Redevelopment Plan,
among other goals, recognized the need for additional incentives to encourage
developer participation within the area known as Magnolia North; and

WHEREAS, Miami-Dade County has deeded to Developer certain
scattered sites intended to be utilized for the development of infill housing; and

WHEREAS, at a meeting of the Opa-Locka Community
Redevelopment Agency ("Agency") held on May 25, 2022, the Agency authorized
the creation of a Property and Business Investment/Improvement Program
("Program") to facilitate the development of certain deeded sites from Miami-Dade
County ("Project Site"); and

WHEREAS the Developer has agreed to build certain infill
properties in order to provide housing consistent with the conceptual plans set in
Composite Exhibit "A"; and

WHEREAS, to encourage the development within the Magnolia
North area, the Agency will contribute funds in the amount of \$300,000 to be
applied for by Developer, and such funds shall be utilized for the completion of the
Project; and

WHEREAS, on May 25, 2022, Agency recommended approval of funding for this Project for funds under the Program; and

WHEREAS the Agency and the Developer are desirous of entering into this Agreement to effectuate the development of the Project; and

WHEREAS, the Agency finds and declares that this Agreement serves as public purpose, which includes the promotion of economic development, job growth, and the future expansion of the City's tax base.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

ARTICLE 1 RECITALS

1.1 The foregoing recitals are true and correct are hereby incorporated herein.

ARTICLE 2 DEFINITIONS

2.1 For the purposes of this Agreement the following initially capitalized terms when used in this Agreement (except as herein and otherwise expressly provided or required by the context) shall have the following meanings:

2.2 Act. Part III, Chapter 163, Florida Statutes, and any amendments or revisions thereto.

2.3 Agency. The OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY and its successors or assigns.

2.4 Agency Funds or Funding. Subject to budget and appropriation by the Agency, the Agency will fund Three Hundred Thousand Dollars (\$300,000.00) of the Project Improvement Cost.

2.5 Agreement. This Agreement and any exhibits or amendments thereto.

2.6 Area. The community redevelopment area, known and referred to as

Magnolia North located within the corporate limits of the City and constituting an area in which conditions of blight exist and in which the Agency may carry out community redevelopment projects pursuant to Part III, Chapter 163, Florida Statutes, as amended.

2.7 Authorized Representative. For Agency, the Executive Director or designee of the Agency. For Developer, Ariovistus Lundy, President of the Developer. The Authorized Representative shall be the person designated and appointed to act on behalf of a party as provided in this Agreement. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Authorized Representative to the extent not in conflict with the terms of this Agreement.

2.8 Building Permit. The one or more permits, required by the City or any other applicable governmental authority having jurisdiction over the Project, to be issued after the Permits have been obtained, but required before commencement of any construction of the Project, including demolition of any structure located on the Project Site.

2.9 Certificate of Occupancy. Means the certificate of occupancy or certificate of completion issued by the City or other appropriate Governmental Authority for the entire Project to be properly permitted, occupied, opened for occupancy and used as contemplated by this Agreement.

2.10 CITY. The City of Opa-Locka, a Florida municipal corporation.

2.11 CRA. The City of Opa-Locka's Community Redevelopment Agency, and its successors and/or assigns, and any officers, employees and agents thereof.

2.12 County. Means Miami-Dade County.

2.13 Commencement Date. The date upon which the Developer issues a notice to proceed to commence construction of the Project, which date shall be identified by the Developer in a notice to Agency.

2.14 Completion Date. The later date on which the construction of the Project has been substantially completed in accordance with the requirements of the deed restrictions of the donated scattered housing sites to be utilized for infill housing, including any extensions and modifications granted thereto. Completion shall be evidenced by the issuance of a final Certificate of Occupancy by the City.

2.13 Contractor. One or more individuals or firms licensed as a general contractor by the State of Florida, bonded to the extent required by applicable law, and hired by the Developer to construct any part of or the entire Project, or both. Contractor may also be the Developer.

2.14 Construction Contract. Contract or contracts between the Developer and the Contractor and Miami-Dade County for the construction of all or any part of the Project.

2.15 Construction Period. The period of time beginning on the Commencement Date and ending on the Completion Date, as provided in the Project Schedule.

2.16 Developer. Palmetto Homes Of Miami, Inc., a Florida Profit Corporation.

2.17 Developer's Architect. Such individuals, partnerships, firms or other persons retained by Developer as architects to prepare the plans and specifications for the Project, and any engineers, planners, designers, consultants, or others retained by the Developer or any architect retained by the Developer in connection with the preparation thereof. The name of the architect is recognized as _____.

2.18 Developer Interests. The Developer's interest in the Project Site and all improvements thereon, this Agreement and all related or appurtenant property and rights.

2.19 Effective Date. The date on which this Agreement is executed by both parties as dated at the beginning of this Agreement.

2.20 Executive Director. The Executive Director of the Agency as designated and appointed by the governing body of the Agency.

2.21 Exhibits. The exhibits attached hereto and made a part of this Agreement shall be the Conceptual Plans (Composite Exhibit "A"); Applicable deeds for the development of Infill Housing donated for development from Miami-Dade County (Exhibit "B"); Project Plans (Exhibit "C"); Legal Description for Project (Exhibit "D"); Project Schedule for Disbursement (Exhibit "E"); Mortgage ("Exhibit "F"); Note (Exhibit "G"); Job Creation Report (Exhibit "H").

2.22 Florida Statutes. References to Florida Statutes herein are to Florida Statutes, as same shall be amended from time to time.

2.23 Force Majeure. The following described events that for the purposes of Article 15.1 of this Agreement result in delays in any performance contemplated by and set forth in this Agreement: fire, flood, earthquake, hurricane; unavailability of labor, materials, equipment or fuel; war, declaration of hostilities, terrorist attack, revolt, civil strife, altercation or commotion, strike, labor dispute, or epidemic; archaeological excavation; lack of or failure of transportation facilities; any law, order, proclamation, regulation, or ordinance of any government or any subdivision thereof except the City, or acts of God.

2.24 Including. As used herein, the term “include,” “including” and similar terms shall be construed as if followed by the words “without limitation.”

2.25 Loan Closing Date/ Closing Date. The date the Developer and Agency close on the Agency Funding for the loan as described in Article 6.1, which date shall be no later than as provided for as the Completion Date.

2.26 Mortgage. The Mortgage to be granted by the Developer to the Agency with respect to the properties on which the Project will be constructed in order to secure the Agency’s interest, in consideration of the Loan of the Agency Funds to the Developer as provided herein. A copy of the form Mortgage is attached hereto as Exhibit “F.”

2.27 Permits. Any permits, licenses, certificates or other approvals or consents of the City or any other governmental authority having jurisdiction over the Project or the Project Site required to be issued or granted before issuance of the Building Permit and commencement of construction of the Project, including, without limitation, approvals or consents relating to the site plan, zoning, land use, or environmental regulations.

2.28 Plans and Specifications. Architectural, engineering and construction documents constituting the concept documents, preliminary plans and drawings, schematic design documents, design development documents and construction documents for the Project prepared by the Developer's Architect.

2.29 Promissory Note. The Promissory Note to be executed by the Developer for the benefit of the Agency evidencing the Loan provided by the Agency to the Developer, including the Loan repayment terms and conditions. A copy of the Promissory Note is attached hereto as Exhibit “G.”

2.30 Project. New development on sites as described below:

Magnolia North	Projects
2060 Washington Street duplex/twinhome by admin review	2-units /1
2010 Washington Street duplex/twinhome by admin review	2-units /1
2061, 2071, 2081, 2091 2099 Ali Baba Avenue duplex/twinhomes or 20 unit apartment with UOT and at 75 units/ac by full review w/ PZAB and CC	6-unit /3
1901 Washington Street duplex/twinhomes by admin review or 16 unit apartment at 75 units/ac by full	4-unit /2

review w/ PZAB and CC

2.31 Project Schedule. The schedule for the commencement of construction for the Project shall be provided to City by the Developer within sixty (60) days of execution of this Agreement.

2.32 Project Site. The property sites described in 2.28 herein.

2.33 Property Owner: Palmetto Homes Of Miami, Inc., a Florida for profit corporation.

2.34 Site and Project Plans. Design plans, drawings, and other descriptions of the Project indicating the size and location of the Developer's proposed improvements to the Project Site which is attached hereto as Exhibit "C", as the same may be amended as approved by Agency subject to development review requirements under the City's Unified Land Development Regulations (ULDR) as applicable.

2.35 ULDR. The City of Opa-Locka Unified Land Development Regulations.

2.36 Use of Words and Phrases. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural as well as the singular number, and the word "person" shall include corporations and associations, including public bodies, as well as natural persons. "Herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Agreement and not solely to the particular portion thereof in which any such word is used.

ARTICLE 3 FINDINGS

3.1. Findings. The Agency and the Developer do hereby find and acknowledge the following as of the Effective Date:

(a) The Developer represents that it owns all furniture, fixture, equipment and all other personal property on the Project Site. The Property Owner represents that it owns the Project Site legally described as follows:

See Exhibit "D" attached hereto
and made a part hereof,

(b) The Agency desires to encourage and assist redevelopment within the Area, and it is necessary for the Agency to financially assist projects providing such commercial use in the Area.

(c) The Developer qualifies for financial assistance under the Agency's Program as approved by the Agency.

(d) The Developer needs assistance from the Agency, and that but for the commitment by the Agency to loan funds as provided herein to be used to pay costs of developing the Project, the Developer would be unable to develop the Project as contemplated by this Agreement.

(e) The Project is necessary for carrying out the community redevelopment objectives in the Area as set forth in the Plan.

(f) The public benefits accruing from the Project (i) warrant the contribution and expenditure of the Agency Funds, (ii) are for a public purpose, (iii) are in the public interest, and (iv) further the goals and objectives of the Plan.

ARTICLE 4 PROJECT SITE

4.1 The Developer represents to the Agency that, to its knowledge, the Project Site is appropriate and available for development of the Project thereon.

4.2 The Developer represents to the Agency that, to its knowledge, the Project Site does not contain any adverse environmental conditions that will prevent or adversely affect development of the Project thereon or the use of the Project as described in this Development Agreement following the Completion Date.

4.3 The Developer covenants and agrees with the Agency that it and its principal owners shall continue to own the Project Site for a period of no less than five (5) years commencing on the Project Completion Date. During this five-year period, the Developer agrees to submit on the annual anniversary of the Effective Date of the Agreement an affidavit executed by the Developer of ownership status.

ARTICLE 5 PROJECT PLANS AND GOVERNMENTAL APPROVALS

5.1 Site and Project Plans.

(a) The Developer will submit the project plans to the City, in accordance with the Unified Land Development Regulations and will diligently continue the review process until the project plans are approved by the City. The project plans shall be in substantial compliance with graphic representations of the Project by the Developer attached as Exhibit B. Updated project plans will be submitted once available.

5.2 Permits. The Developer shall file on or before the time provided in the Project Schedule, the Plans and Specifications to the City for review and approval in accordance with its customary procedures for review of plans and specifications required for issuance of any of the Permits and issuance of the Building Permit. Developer shall be responsible for any fees and costs associated with the application and approval of the required Permits.

5.3 Agency Assistance.

(a) The Agency's staff assistance and anticipated cooperation with the Developer in connection with this Project shall affect the City's right to act on regulatory matters in its governmental capacity in accordance with all applicable laws or ordinances. Nothing in this Agreement shall be construed or deemed to contractually or otherwise obligate the City to enact any ordinance or take any other regulatory action.

(b) The permitting, licensing and other regulatory approvals by the City shall be in accordance with the established procedures and requirements of the City for projects of a similar type and nature as the Project.

ARTICLE 6 PROJECT FINANCING

6.1 Agency Funds-Agency Grant and Agency Loan.

(a) Pursuant to the Agency's Program and the budget submitted by the Developer and in consideration of the Developer developing the Project in accordance with the terms of this Agreement, the Agency agrees to provide One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) in the form of a grant (the "Grant"), and One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) in the form of a forgivable loan (the "Loan") to the Developer for the Project for a total amount of \$300,000.00. The Agency is providing the Grant and the Loan to the Developer in order to reimburse the Developer for the Developer's total Project Improvement Cost related to hard costs of the new construction element of the Project, as provided herein.

6.2 Interest Rate. The interest rate on the Principal amount of the Loan shall be zero percent (0%) per annum, except in any event of default as described in Paragraph 14, interest shall accrue at the maximum rate permitted by law.

Term of Payment. Payment on the principal amount of the Loan shall occur as each parcel that is subject to the Mortgage that will be recorded against the Project properties. Payment will become due and payable upon sale, or transfer of the Property during the period of the Mortgage and Promissory Note. The maximum legal interest rate shall be applied to the principal amount due and owing commencing thirty (30) days after the date of an event of default.

(a) Closing on Agency Funds. The Closing on Agency Funds to be secured by the Mortgage and Promissory Note

shall occur on the date provided in the Project Schedule.

(b) Additional Conditions Precedent to the Agency's Obligation to Pay the Agency Funds. The duty of the Agency to pay the Agency Funds, and Agency's other duties under the terms, covenants, and conditions of this Agreement, are expressly subject to the fulfillment to the satisfaction of, or waiver as provided herein, prior to Closing of any of the Agency Funds of the conditions precedent set forth in this subsection (b). The Developer hereby covenants and agrees to satisfy each of the following obligations on or before the Closing Date, unless waived in writing by the Agency as to each covenant to be performed by the Developer.

The Developer shall have shown:

(1) Evidence that Developer has sufficient sources of funding to cover its share of Project Improvement Costs and proof of ownership or leasehold interest held by the Developer in the Project Site to secure the completion of the Project, including a copy of deeds from Miami-Dade County to the Developer and an affidavit of outstanding liens and mortgages on the Project Site.

(2) The site plan approval by the City, if required, and the Agency; and

(3) The Permits approved by the City or other appropriate governmental authority; and

(4) A Construction Contract with Miami-Dade County and Contractor for construction of the Project, a copy of which shall have been delivered to and approved by the Agency on or before the Closing Date.

(5) No action or proceeding shall be pending (whether or not on appeal) or shall have been threatened, and no statute, regulation, rule or order of any federal, state or local governmental body shall be in effect or proposed, in each case, which in the good faith judgment of either party adversely affects (or if adopted, would adversely affect) the consummation of the transactions by the Developer contemplated by this Agreement; and

(6) The Developer shall not be in default of this Agreement; and

(7) Proof of all applicable insurance; and

(8) Proof of recording of a Notice of Commencement in the public records of Miami-Dade County, Florida according to Chapter 713, Florida Statutes; The Agency shall be listed on the Notice of Commencement as a party to receive Notice to Owners.

6.3 Closing. The Closing for Mortgage and Promissory Note shall occur in the office of the Agency at which time evidence of all requirements shall be submitted and confirmed by the parties in writing.

ARTICLE 7
PROJECT CONSTRUCTION

7.1 Construction of Project. The Developer shall cause construction of the Project to begin on or before the Commencement Date. Developer shall diligently continue such construction to the Completion Date and shall not abandon the Project site. The Project shall be constructed in accordance with the Plans and Specifications and the Permits.

7.2 Encumbrances. While the Project is under construction, the Developer shall notify the Agency promptly of any lien or encumbrance which has been asserted, created on or attached to the realty constituting all or part of the Project Site, whether by the involuntary act of the Developer or otherwise, including mechanics liens. The Agency and Developer acknowledge that the properties on which the Project will be constructed are encumbered by the restrictions contained in the Amended and Restated County Deed recorded in Official Record Book 32976, Page 3950 of the Public Records of Miami-Dade County (the "Deed"), which is attached hereto as Exhibit "B." The terms and conditions of the Deed are incorporated herein by reference.

7.3 Inspection. Developer shall permit reasonable inspection of the subject Property by inspectors of the City, Agency or their agents, for determining compliance with all applicable governmental regulations and for the purpose of approving reimbursement request.

ARTICLE 8
DISBURSEMENTS

9.1 Procedures for Invoicing and Payment. During the development of the Project, Agency shall make advances for eligible expenses (i.e., hard costs) associated with the Project Schedule for Disbursement, as provided on Exhibit "E" and described as follows: The Agency shall only fund hard costs related to construction of the Project Site. Further, the Developer must fund its portion of the Project budget related to new construction before the Agency is obligated to disburse its Agency Funds.

9.2 Procedures for Invoicing and Payment. During the development of the Project, and provided the Agency has received a final construction budget, sources and uses and schedule of values, Agency shall make disbursements for hard costs associated with the Project as follows:

9.2.1 Draw Requests. Advances made pursuant to this Agreement shall be made no more frequently than once a month upon compliance with the conditions of this Agreement and the following conditions in form and substance satisfactory to Agency, in its sole but reasonable discretion:

- (a) No Default: The warranties and representations contained in

this Agreement are correct and true, all the covenants, terms and conditions of this Agreement remain satisfied, all conditions contained in Article 6.3 have been satisfied, and no unmatured event of default or event of default has occurred as of the date of the advance.

(b) Request and Evidence of Construction and Payment: No later than five (5) business days prior to each advance, Developer shall supply Agency with a written request (in form acceptable to Agency) that is executed by Developer for an advance, which request shall set forth the amount sought, shall constitute a covenant and affirmation of Developer that the warranties and representations in this Agreement are correct and true, that all the covenants, terms and conditions of this Agreement are being complied with, and that no unmatured event of default or event of default has occurred as of the date of the advance. The form for advances of the Agency Funds must be executed by General Contractor and all requests for Agency Funds must be accompanied by such other evidence as may from time to time be reasonably requested by Agency, including, but not limited to, applications, certificates and affidavits of Agency, general contractor, and title company, if any, showing:

(i) The percentage of completion of the developments and the value of that portion of the improvements completed at that time.

(ii) To the extent required under applicable Florida law, waiver of liens one month in arrears from all subcontractors and materialmen indicating the dollar amount received from previous draw. Waiver of liens from general contractor for the total amount of the previous draw and indicating that all outstanding claims for labor, materials and fixtures through the date of the last advance have been paid and liens therefor waived in writing, except for non-paid claims approved by Agency.

(iii) That Developer has complied with all of their respective obligations under the Agency documents as of the date of the request for an advance.

(iv) To the extent required by Agency, copies of all bills or statements for expenses for which the advance is required.

(v) That all change orders and extras required to be approved have been approved in writing by Agency.

(vi) That the amount of the undisbursed Agency Funds is sufficient to pay the cost of completing the developments in accordance with the Plans, as same may have been amended or evidence that Developer has sufficient funds to cover the cost overruns.

(vii) That each requisition of funds is to be used for the specific account for which the requisition is made.

(viii) That funds requested to be disbursed are not for any other purpose or in any other amount than as described and allocated on the

Project budget.

(ix) Any change orders, cost overruns or other associated construction costs that are not covered by the balance of the Loan, must first be funded by the Developer prior to the Agency funding the next draw.

The request for an advance shall contain claims for labor and materials to the date of the last inspection by the Agency and not for labor and materials rendered thereafter. One (1) time each month, the Agency may inspect the Property to determine the percentage of completion for purposes of the next request for an advance.

(c) Disbursements. Disbursements by Agency shall be made to Developer.

(d) Developer's Contribution. The Developer represents that in addition to Agency funds it will fund the remainder of the Project through its own funds or through an additional project lender(s) and is obligated to fund the balance of the Project costs in excess of the Agency Funds and any costs overruns.

(e) Final Advance. Within ten (10) days of the completion of the improvements being funded with Agency Funds, in addition to satisfying all of the conditions and supplying all of the documents required under this Agreement, Developer shall supply Agency with the following documents prior to payment of the final advance and, in form and substance reasonably acceptable to Agency:

i. Certificates from Developer's architect, engineer, contractor, certifying that the improvements (including any off-site improvements) have been completed in accordance with, and as completed comply with, the Plans and all laws and governmental requirements; and Agency shall have received two (2) sets of detailed "as built" Plans approved in writing by Developer, Developer's architect, and each contractor;

ii. Final affidavits (in a form approved by Agency) from architect, engineer, general contractor and each contractor certifying that each of them and their subcontractors, laborers, and materialmen has been paid in full for all labor and materials for construction of the improvements; and final lien releases or waivers (in a form approved by Agency) by architect, engineer, general contractor, and all subcontractors, materialmen, and other parties who have supplied labor, materials, or services for the construction of the improvements, or who otherwise might be entitled to claim a contractual, statutory or constitutional lien against the Property;

iii. Evidence satisfactory to Agency that all laws and governmental requirements have been satisfied, including receipt by Agency of all necessary governmental licenses, certificates and permits (including certificates of occupancy) with respect to the completion, use, occupancy and operation of the improvements, together with evidence satisfactory to Agency that all such licenses, certificates, and permits are in full force and effect and have not been revoked,

canceled or modified;

iv. Three (3) copies of a final as-built survey satisfactory to Agency;

v. All Certificates of Occupancy for the improvements;

vi. Policies of fire, lightning and extended coverage insurance, and such other types of insurance as may be reasonably required by Agency in such amounts and containing such terms as required in this Agreement or as otherwise required by Agency, endorsed to show the interests of Agency and in form and substance and written by companies satisfactory to Agency.

(f) The Agency's Authorized Representative without further approval from the governing body of the Agency shall have the discretion to waive certain requirements relating to disbursements and draw request which are considered cumbersome or excessive in its sole discretion given the size, scope and nature of the Project.

ARTICLE 10 MAINTENANCE, REPAIR AND REPLACEMENT

10.1 Maintenance and Repairs by the Developer. The Developer shall, at its own expense and subject to reasonable construction conditions and activities, keep the Project and Project Site in good and clean order and condition and will promptly make all necessary or appropriate repairs, replacements and renewals, thereof, whether interior or exterior, structural or non-structural, ordinary or extraordinary, foreseen or unforeseen. All repairs, replacements and renewals shall be equal in quality and class to the original work. When making such repairs, replacements and renewals, the Developer shall comply, if legally required, with all laws, ordinances, codes and regulations then applicable to the Project or Project Site.

10.2 Waste. The Developer shall not permit, commit or suffer waste or impairment of the Project or the Project Site except as may be due to construction activity on the Project Site.

10.3 Project Alterations or Improvements. Before the Completion Date, the Developer may, from time to time, make such alterations and improvements, structural or otherwise, to the Project as the Developer deems desirable and in accordance with the Site and Project Plan and the Plans and Specifications; provided, however, that prior to the commencement of any such alterations or improvements of sufficient size and scope as to require a Building Permit, the Developer shall submit its plans and specifications for such alterations or improvements to the Agency for review in accordance with the appropriate provisions of this Agreement and receive approvals thereof from the Agency, City

or both, as required by the Unified Land Development Regulations prior to undertaking such alterations and improvements.

10.4 Post Completion Maintenance and Repair. Notwithstanding anything else contained in this Agreement, the Developer shall, at its own expense and subject to reasonable construction conditions and activities, keep the Project and Project Site in good and clean order and condition and will promptly make all necessary or appropriate repairs, replacements and renewals, thereof, whether interior or exterior, structural or non-structural, ordinary or extraordinary, foreseen or unforeseen. All repairs, replacements and renewals shall be equal in quality and class to the original work. When making such repairs, replacements and renewals, the Developer shall comply, if legally required, with all laws, ordinances, codes and regulations then applicable to the Project or Project Site.

ARTICLE 11 INSURANCE

11.1 Insurance to be Carried by the Developer/Contractor. The Developer/Contractor shall purchase and maintain at its own expense, the following types and amounts of insurance, in forms and companies reasonably satisfactory to the Agency.

(a) During the Construction Period, the Developer, at its expense, shall keep all of the insurable buildings, property and equipment located on the Project Site insured under a Builder's Risk Insurance policy providing for "all risk property coverage" for loss or damage including the perils of fire, wind, flood, tropical storm or hurricane, theft, vandalism and malicious mischief. Such insurance shall be in a face amount not less than one hundred percent (100%) of the cost of construction of the Project, as set forth in the Construction Contract, and the insurer shall be obligated to pay one hundred percent (100%) of the cost of restoring the improvements constructed, from time to time, during the Construction Period. Each insurance policy shall include the Agency and such project lenders as request it as insured, as the interest of each may appear, and shall provide for loss to be payable to Developer or, to the extent required under the Project Financing, the project lenders.

(b) Following any Completion Date and during the term of this Agreement, the Developer or its successors, at their expense, shall keep all of the insurable buildings, structures, property and equipment on the Project Site insured under an All Risk property policy for loss or damage including the perils of fire, wind, flood, tropical storm or hurricane, theft, vandalism, and malicious mischief. Such insurance shall be in an amount of no less than the replacement value of said insurable real property, including structures, property and equipment. As provided in Article 11 for any loss or damage to the Project, to the extent that insurance proceeds are available and the necessary or contemplated repairs are feasible, the Developer shall repair any damage or destruction to the Project. Each insurance policy shall name the Agency and such project lenders as request it as

additional insured and loss payee, as the interest of each may appear, and provide for the loss to be payable to the Developer or, to the extent provided, the project lenders.

(c) During the Construction Period, the Developer or Contractor shall secure and maintain or cause to be secured and maintained in full force and effect such commercial general liability insurance including coverage for operations, independent contractors, products, completed operations, broad form property damage and personal injury as will protect the Developer, the Agency, and their agents and employees from any and all claims and damages for injury to persons or death or damage to any property of the Agency, or of the public, which may arise out of or in connection with the performance of any work or operations by the Developer in, on, under, or over the Project Site during the construction of the Project, whether said work or operations shall be by the Developer, the Contractor, or by anyone directly or indirectly contracted, employed or retained by any of them. The amounts of such insurance shall not be less than limits of \$1,000,000.00 per occurrence for injury to persons or death, or for property damage or such larger amount as determined by Developer. The limit of liability for personal injury shall be no less than \$1,000,000.00 and the limit of liability for contractual liability shall be no less than \$1,000,000.00. Each policy shall name the Agency and such project lenders, as request it, as additional insured.

(d) After any Completion Date and during the term of this Agreement, the Developer shall secure and maintain, or cause to be secured and maintained, in full force and effect, commercial general liability insurance, in an amount not less than \$500,000 per occurrence, and including coverage for premises, completed operations, independent contractors, broad form property damage and personal injury from any and all claims for damages for injury to persons or death, or for damage to any property of the Agency or the public which may arise out of the Developer's use and occupancy of the Project Site and the operation of the project on the Project Site. Developer may provide this insurance by adding the Agency and their agents and employees as an "additional insured" on any and all policies provided.

(e) During the Construction Period, the Contractor shall secure and maintain or cause to be secured and maintained in full force and effect auto liability insurance in compliance with State law.

(f) The Developer, Contractor and all subcontractors shall each secure and maintain in full force and effect Workers' Compensation insurance, if applicable, for all their respective personnel, employed at the site of the work or in any way connected with the work that is the subject of this Agreement if such insurance is required by law to be provided. The insurance required by this provision shall comply fully with the Florida Worker's Compensation law shall include statutory limits on worker's compensation, as well as Employees Liability Insurance with limits of no less than \$500,000.00 per occurrence.

(g) All insurance and lesser amounts for insurance need to be approved in writing by the CRA Representative based on CRA's insurance requirements for similarly situated developments.

11.2 Non-Cancellation Clause. All insurance policies or agreements required by Article 12.1 hereof shall provide that such policies or agreements cannot be substantially modified, canceled or terminated until after at least thirty (30) days' notice has been given to the Agency and the Developer, to the effect that such insurance policies or agreements are to be substantially modified (including the terms of such modification), canceled or terminated at a particular stated time thereafter.

11.3 Certificate of Insurance. The Developer shall provide or cause to be provided to the Agency policies or certificates of insurance or other acceptable proof of compliance with the insurance provisions of this Agreement at such times as shall be reasonably required and shall file replacement certificates thirty (30) days prior to expiration or termination of the required insurance during the term of this Agreement.

11.4 Right of Parties to Obtain Insurance. In the event the Developer at any time during the term of this Agreement refuses, neglects or fails to secure and maintain in full force and effect any or all of the insurance required by this Agreement, the Agency may procure or renew such insurance and after notice to the Developer that it must obtain such insurance within thirty (30) days of such notice, all amounts of money paid by the Agency for procurement or renewal of such insurance shall be due and payable forthwith by the Developer to the Agency to the extent either paid the cost of any such insurance together with interest, at the statutory rate, to the date of payment thereof by the Developer. The Agency shall notify the Developer in writing of the date, purposes, and amounts of any such payments made by it pursuant to this Article.

11.5 Non-Waiver of Developer's Obligations. No acceptance or approval of any insurance policy or policies by the Agency or the Developer shall relieve or release or be construed to relieve or release any other party from any liability, duty or obligation assumed by or imposed upon it by the provisions of this Agreement.

11.6 Reasonable Deductible. Any insurance policy required by this Article may contain a reasonable deductible provision provided advance notice of said deductible provision is given by the Developer to the Agency and approval from the Agency is given in writing, which approval shall not be unreasonably withheld or delayed.

ARTICLE 12 REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE DEVELOPER

12.1 Representations and Warranties. The Developer and Property Owner represent and warrant to the Agency that each of the following statements

is presently true and accurate:

(a) The Developer and Property Owner is a for profit corporation, duly organized and validly existing, and has all requisite power and authority to carry on its business as now conducted, to own or hold under lease or otherwise, its properties and to enter into and perform its obligations hereunder and under each instrument described herein to which it is or will be a party.

(b) This Agreement and each of the Exhibits have been duly authorized by all necessary action on the part of, and have been duly executed and delivered by the Developer and Property Owner and neither the execution and delivery thereof, nor its compliance with the terms and provisions of this Agreement at any time such action is necessary (i) requires the approval and consent of any other party outside, except Miami-Dade County.

(c) This Agreement and each of the Exhibits hereto constitute legal, valid and binding obligations of the Developer / Property Owner, enforceable against the Developer / Property Owner in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time, which affect creditors' rights generally and are subject to usual equitable principles in the event that equitable remedies are involved.

(d) There are no pending, or to the knowledge of the Developer or Property Owner, threatened actions or proceedings before any court or administrative agency against the Developer or Property Owner, or against any officer, employee, partner or shareholder of the Developer or Property Owner, which question the validity of this Agreement or any Exhibit hereto, or which are likely in any case, or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder or the financial condition of the Developer.

(e) All written information and other documentation relating to the Project and the Developer delivered by the Developer to the Agency are true and correct to the extent such information and documentation has not been superseded by this Agreement.

(f) The chief place of business and offices of the Developer is in Miami-Dade County, Florida, and the office where it keeps its records concerning the Project and all contracts, licenses and similar documents or instruments relating thereto is in Miami-Dade County, Florida.

12.2 Covenants. In addition to covenants of the Developer expressly set forth within the four corners of this Agreement, including all exhibits, attachments and addenda, the Developer covenants with the Agency that:

(a) During the term of this Agreement, the Developer shall cause to occur and continue to be in effect at the appropriate times as contemplated by this Agreement the following:

(1) all governmental permits, licenses and approvals necessary for the construction or operation by the Developer of the Project that are the responsibility of the Developer to obtain;

(2) construction of the Project;

(3) financing necessary to complete the Project; and

(4) all insurance as required by Article 11 hereof;

(b) The Developer shall perform, or cause to be performed, the construction, development, and operation of the Project in accordance with the requirements of this Agreement will not violate any laws, ordinances, rules, regulations or orders applicable thereto.

(c) The Developer shall use, or cause to be used, and operate or cause to be operated, the Project in accordance with this Agreement. All other principal or accessory uses are prohibited unless expressly permitted by the Agency pursuant to Developers request. This restriction may, in the discretion of the Agency, be included in restrictive covenants running with the land, executed by Developer and recorded in the Public Records of Miami-Dade County.

(d) The Developer shall maintain and repair the Project after the Completion Date.

12.3. Developer Good Faith Efforts: The Developer shall use Good Faith Efforts in hiring employees for the Project from the Magnolia North community or otherwise living within the City of Opa-Locka. Developer will be required to report to the Agency annually on its hiring efforts for a period of three (3) years following Project Completion by providing a report on a form prepared by the Authorized Representative. Good faith efforts mean that the Developer through their solicitation and advertising for jobs have tried to hire employees.

ARTICLE 13 REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE AGENCY

13.1 Representation and Warranties. The Agency represents and warrants to the Developer that each of the following statements is presently, and will during the term of this Agreement be, true and accurate.

(a) The Agency is a validly existing body politic and corporate authority under the laws of the State of Florida, has all requisite corporate power and authority to carry on its business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(b) This Agreement and each of the Exhibits have been duly authorized by all

necessary action on the part of, and has been or will be duly executed and delivered by the Agency, and neither the execution and delivery of this Agreement nor the Agency's compliance with the terms and provisions of said Agreement (i) requires the approval and consent of any other party, except Miami-Dade County, or (ii) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the Agency, or (iii) contravenes or results in any breach of, default under, or the creation of any lien or encumbrance upon any part of the Agency, under any indenture, mortgage, deed of trust, bond(s), note(s), loan or credit agreement, ordinance(s), resolution(s), interlocal agreement, regulation(s), code(s), or policy(ies), or any other agreement or instrument to which the Agency is a party.

(c) This Agreement and each of the Exhibits hereto, will constitute a legal, valid and binding obligation of the Agency enforceable against the Agency in accordance with the terms thereof.

(d) There are no pending or, to the knowledge of the Agency, threatened actions or proceedings before any court or administrative agency to which the Agency is a party questioning the validity of this Agreement or any document or action contemplated hereunder, or which are likely in any case or in the aggregate to materially adversely affect the consummation of the transactions contemplated hereunder or the financial condition of the Agency.

(e) No further action, notice, public hearing, or other prerequisite or condition is required to be initiated, commenced, undertaken, completed, or waived prior to the approval and execution by the Agency of this Agreement.

ARTICLE 14 DEFAULT; TERMINATION

14.1 Default by the Developer.

(a) There shall be an "event of default" by the Developer under this Agreement upon the occurrence of any one or more of the following:

(1) The Developer shall fail to perform or comply with any provision of this Agreement and such failure materially and adversely affects the successful and timely development and completion of the Project or materially and adversely affects the rights, duties or responsibilities of the Agency under this Agreement and such failure shall continue for more than sixty (60) days after the Agency shall have given the Developer written notice of such failure (hereinafter sometimes referred to as the "non-monetary default cure period"); provided, however, that if such failure can reasonably be cured within said sixty (60) days of said notice by the Agency, then the event of default under this paragraph shall be suspended if and for so long as the Developer proceeds diligently to cure such default within the said sixty (60) days and diligently continues to proceed with curing such default until so cured.

(2) Developer fails to complete the Project by the date shown in the Project Schedule, unless extended by the Agency.

(3) Developer sells or otherwise transfers the Property prior to the expiration of a five (5) year term as described in this Agreement.

(b) Upon the occurrence of an event described in Article 14.1(a) hereof, but subject to the rights of any project lender, the Agency may, at any time thereafter if such event of default has not been cured, at its election bring an action in a court of competent jurisdiction for specific performance by the Developer, or other injunctive relief including repayment of funds contributed by Agency, to the fullest extent permitted by law, or give a written notice of termination of this Agreement to the Developer, and on the date specified in such notice, this Agreement shall terminate and all rights of the Developer hereunder shall cease and Agency shall be released from any and all obligations, unless before such date all other events of default by the Developer hereunder occurring or existing at the time shall have been cured, however, that this Agreement may not be terminated by the Agency unless and until the project lender has notified the Agency of their election not to cure said defaults. Agency must be provided the name, title and address of project lender by Developer as a condition of this obligation not to terminate.

(c) If, as to non-monetary defaults, such event of default is of such nature that it cannot be completely cured within such time period, then if Developer shall not have commenced to cure such default within such time period and shall not continue to diligently prosecute such cure to completion within such reasonable longer period of time as may be necessary, then the Agency may, pursue any and all legal remedies (excluding therefrom the right to pursue consequential punitive and incidental damages and "loss of projected tax revenue"), equitable remedies of specific performance, injunctive relief or rescission to which the Agency is entitled, including terminating any disbursements of funds by the Agency hereunder.

14.2 Default by the Agency; Remedies.

(d) There shall be an "event of default" by the Agency under this Agreement upon the occurrence of the following: Provided all conditions precedent have been satisfied or waived, the Agency shall fail to timely pay the amounts of the Agency Funds to the Developer set forth in this Agreement, or if any representation and warranty of the Agency hereunder fails to be true and correct, and such failure adversely affects the Developer or the Project and such failure shall continue for a period of fifty (50) days after the Developer shall have given the Agency written notice of such failure; provided, however, that if such failure can reasonably be cured within said fifty (50) days, then the event of default under this Article shall be suspended if and for so long as the Agency proceeds diligently to cure such default within the said forty-five (45) days and diligently continues to proceed with curing such default until so cured.

(e) Upon the occurrence of an event described in Article 14.2(a), but subject to the

rights of any project lender, the Developer may, at any time thereafter, give written notice of termination of this Agreement to the Agency, and on the date specified in such notice, which shall be not less than forty-five (45) days, this Agreement shall terminate and all rights of the Agency hereunder shall cease and the Developer shall be released from any and all obligations hereunder, unless sums payable to the Developer under this Agreement by the Agency hereunder existing at that time shall have been made, the Developer shall be entitled to exercise any and all remedies available at law, including, without limitation, such damages or suits for damages (excluding damages for consequential or punitive damages), subject to the limitations set forth herein, to which the Developer may be entitled as a result of any breach or event of default by the Agency. Notwithstanding, in any action, suit, cause of action or litigation for damages, the Agency liability shall not exceed \$30,000.00 which shall include reasonable attorney's fees and costs.

(f) Obligations, Rights and Remedies Cumulative. The specified rights and remedies to which either the Agency or the Developer may resort under the terms of this Agreement are in addition to any other remedies or means of redress to which the Agency or the Developer may lawfully be entitled at law or in equity.

(g) Non-Action on Failure to Observe Provisions of this Agreement. The failure of the Agency or the Developer to insist upon strict performance of any term, covenant, condition or provision of this Agreement shall not be deemed a waiver of any right or remedy that the Agency or the Developer may have, and shall not be deemed a waiver of a subsequent default or nonperformance of such time, covenant, condition or provision.

(h) Termination. The Agency may terminate this Agreement for convenience on or after January 1, 2025 in the event the Developer fails to obtain a certificate of occupancy for all of the Project components. The Agency and Developer may agree to extend the termination date through the execution of a written amendment to this Agreement approved by the Agency Board of Directors.

ARTICLE 15 FORCE MAJEURE

15.1 Force Majeure. If any party is delayed in the performance of any act or obligation pursuant to or required by this Agreement as a result of any one or more of the events of Force Majeure which are beyond the control of the party being delayed, the time for required substantial completion of such act or obligation shall be extended by the number of calendar days equal to the total number of calendar days, if any, that such party is actually delayed by such event(s) of Force Majeure. The party seeking excuse for nonperformance and delay in performance as the result of an occurrence of an event of Force Majeure shall give written notice to the other party and the project lender, specifying the cost of the anticipated delay and its actual or anticipated duration, and if such delay shall be continuing thereafter no less than bi-weekly so long as such event of Force Majeure continues, similar written notice stating that the condition continues and its actual or anticipated duration. Any party seeking delay in nonperformance due

to an event of Force Majeure shall use its best efforts to rectify or limit the effect of any condition causing such delay and shall cooperate with the other parties, except for the incidence of unreasonable additional costs and expenses, to overcome any delay that has resulted.

ARTICLE 16 INDEMNIFICATION

16.1 Indemnification.

(a) The Developer agrees to indemnify, defend and hold harmless the Agency, its respective agents, officers, or employees from any and all liabilities, damages, penalties, judgments, claims, demands, costs, losses, expenses or attorneys' fees through appellate proceedings, arising out of this Agreement, or by reason of any act or omission of the Developer, its agents, employees or contractors arising out of, in connection with or by reason of, the performance of any and all obligations covered by this Agreement, or which are alleged to have arisen out of, in connection with or by reason of, the performance of any and all obligations covered by this Agreement, or which are alleged to have arisen out of, in connection with, or by reason of, the performance or non-performance of such obligations. Developer further agrees to investigate, handle, respond to, provide defense for, and defend (with counsel selected by Agency) any such claims at its sole expense and agrees to bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent and if called upon by the Agency, Developer shall assume and defend not only itself but also the Agency in connection with any claims, suits or causes of action, and any such defense shall be at no cost or expense whatsoever to Agency, provided that Agency's General Counsel (the shall retain the right to select counsel of its own choosing.

(b) The Developer's indemnification under subsection (a) shall survive the Completion Date or termination of this Agreement for a period of one (1) year after the satisfaction of the Mortgage and Promissory Note.

(c) The Developer's indemnity hereunder is in addition to; and not limited by any insurance policy and is not and shall not be interpreted as an insuring agreement between or among the parties to this agreement, nor as a waiver of sovereign immunity for any party entitled to assert the defense of sovereign immunity.

ARTICLE 17 MISCELLANEOUS

17.1 Notices.

(a) Unless and to the extent otherwise provided for in this Agreement, all notices, demands, requests for approvals or other communications which may be or are required to be given by either party to the other(s) in writing shall be deemed given and delivered on the date delivered in person or on the fourth (4th) business day after being mailed by registered or certified mail, postage prepaid, return receipt requested, or on the first (1st)

business day after being sent by nationally recognized overnight courier service and addressed:

DEVELOPER: Palmetto Homes of Miami, Inc.
4952 NW 7TH AVE
MIAMI, FL 33127
Attn:: ARIOVISTUS LUNDY

AGENCY: OPA-LOCKA COMMUNITY REDEVELOPMENT
AGENCY
Attention: Executive Director

With a copy to: CRA Attorney's Office

(b) The person and address to which notices are to be sent may be changed from time to time by written notice to such effect delivered to the other parties hereto. Until such a notice of change is received, a party may rely upon the last person or address given.

17.2 Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the requirements of applicable laws and if the remainder of this Agreement can substantially be reasonably performed without material hardship, so as to accomplish the intent and the goals of the parties hereto.

17.3 Applicable Law. The laws of the State of Florida shall govern the validity, performance and enforcement of this Agreement.

17.4 Not An Offer. The submission of this Agreement to the parties hereto or examination thereby does not and did not constitute an offer to sell or lease, or a reservation of or option for the Project Site, or any part thereof.

17.5 Agreement Negotiated by All Parties. This Agreement has been negotiated by the Agency and the Developer, and this Agreement shall not be deemed to have been prepared by either the Agency or the Developer, but by all equally.

17.6 Complete Agreement. This Agreement constitutes the full and complete agreement between the parties hereto, and supersedes and controls any and all prior agreements, understandings, representations, and statements, whether written or oral.

17.7 Submission to Jurisdiction.

(a) Each party to this Agreement hereby submits to the jurisdiction of the State of Florida, Miami-Dade County and the courts thereof and to the jurisdiction of the United

States District Court for the Southern District of Florida, for the purposes of any suit, action or other proceeding arising out of or relating to this Agreement, and hereby agrees not to assert by way of a motion as a defense or otherwise that such action is brought in an inconvenient forum or that the venue of such action is improper or that the subject matter thereof may not be enforced in or by such courts.

(b) If at any time during the term of this Agreement the Developer is not a resident of the State of Florida (including not being a corporation, partnership or other legal entity authorized to do business in the State of Florida) or has no officer, employee, agent, or general partner thereof available for service of process as a resident of the State of Florida, or if any assignee or successor thereof shall not be a resident of the State of Florida (including not being a corporation, partnership or other legal entity authorized to do business in the State of Florida) or shall have no officer, employee, agent, or general partner available for service of process in the State of Florida, the Developer hereby designates the Secretary of State of the State of Florida as its agent for the service of process in any court proceeding between it and the Agency arising out of or related to this Agreement, and such service shall be made as provided by the laws of the State of Florida for service upon a non-resident; provided, however, that at the time of service on the Secretary of State, a copy of the pleading, instrument, or other document served on the Secretary of State shall be mailed by prepaid, registered mail, return receipt requested, to the Developer (or its successors or assigns) at the address for notices as provided in this Article or such address as may have been provided as authorized in this Article.

(c) Captions. The Article and Section headings and captions of this Agreement and the table of contents preceding this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement, or any part thereof, or in any way affect this Agreement, or construe any Article or Section hereof.

17.8 Successors and Assigns.

(a) The Developer may not assign any or all of its rights, duties and obligations under this Agreement to any other person unless and until the Agency has agreed to such assignment. The Agency may assign this Agreement to the City or to any successor to the Agency at any time without any prior approval by the Developer, provided that notice of such assignment shall be given by the Agency to the Developer as provided in Article 17.1.

(b) The terms herein contained shall bind and inure to the benefit of the Agency and its successors and assigns and the Developer and its successors and assigns, except as may be otherwise specifically provided herein.

17.9 Holidays. It is hereby agreed and declared that whenever a notice or performance under the terms of this Agreement is to be made or given on a Saturday or Sunday or on a legal holiday observed in the City of Opa-Locka, Florida, it shall be postponed to the next following business day not a Saturday, Sunday, or legal holiday.

17.10. Exhibits. Each Exhibit referred to in and attached to this Agreement is an essential part of and is incorporated as a part of this Agreement. The Exhibits, and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if a part of this Agreement.

17.11 No Brokers. The Agency and the Developer hereby represent, agree and acknowledge that, as of the date hereof, no real estate broker or other person is entitled to claim or to be paid a commission by the Agency or the Developer as a result of the execution and delivery of this Agreement, including any of the Exhibits, or any proposed improvement, use, disposition, lease, or conveyance of any or all of the Project Site.

17.12 Failure To Address Particular Matters. The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Developer of the necessity of complying with the law governing said permitting requirements, conditions, term or restriction.

17.13 Developer Not Agent of Agency. During the term of this Agreement, the Developer and the Contractor are not individually or collectively and shall not be deemed to be individually or collectively, an agent or contractor of the Agency. Nothing contained in the Agreement shall be construed or deemed to name, designate, or cause (directly, indirectly, or implicitly) the Developer or the Contractor to be an agent for the City or the Agency.

17.14 Recordation of Development Agreement. The Agency or the Developer may record this Agreement or a memorandum of this Agreement in the public records of Miami-Dade County, Florida, as soon as possible after the execution hereof and thereof. The party recording this Agreement or a memorandum of this Agreement shall pay the cost of such recording. Upon the termination or expiration of this Agreement and upon request of the Developer the Agency agrees to record in the public records of Miami-Dade County, Florida, a notice that this Agreement has terminated or expired and is no longer in effect.

17.15 Public Purpose. This Agreement satisfies, fulfills, and is pursuant to and for a public purpose and municipal purpose, is in the public interest, and is a proper exercise of the Agency's power under the Act.

17.16 Technical Amendments. If, due to minor inaccuracies in this Agreement or in any other agreement contemplated hereby, or changes are needed resulting from technical matters arising during the term of this Agreement, it becomes necessary to amend this Agreement to correct such minor inaccuracies or to make such technical changes, the parties agree that such changes which are required due to unforeseen events or circumstances or which do not change the substance of this Agreement, the Executive Director of the Agency, or his designee, following review by the CRA Attorney, is authorized to approve such changes and execute any required instruments to make and incorporate such amendment or change to this Agreement or any other agreement contemplated hereby.

17.17 Expiration of Agreement. Unless otherwise earlier terminated as provided herein, or by agreement of the parties, this Agreement shall expire on the Completion Date, except for those provisions hereof that specifically state they survive the Completion Date.

17.18 Agency Approvals. Whenever Agency approval is required as provided in this Agreement, the Agency will not unreasonably withhold such approval.

17.19 Time of the Essence. In all matters affecting this Agreement, time is of the essence.

17.20 Not A Development Agreement. The parties acknowledge, agree and represent that this Agreement, including without limitation, any of the Exhibits, is not a development agreement as described in Sections 163.3220-163.3243, Florida Statutes.

17.21 Audit Right and Retention of Records. Agency shall have the right to audit the books, records, and accounts of Developer that are related to this Agreement. Developer shall keep, and such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Developer shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon forty-eight (48) hours prior written request to do so, Developer shall make same available at no cost to City in written form.

Developer shall preserve and make available, at reasonable times for examination and audit by Agency in Miami-Dade County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Developer shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Agency's disallowance and recovery of any payment upon such entry.

The Developer shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

17.22 Public Records. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for

compliance with any public documents request served upon it pursuant to Chapter 119, Florida Statutes, as same may be amended from time to time and any resultant award of attorney's fees for non-compliance with that law.

Developer and all contractors or subcontractors (the "**Contractor**") engaging in services in connection with construction and/or maintenance of the Project shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by Agency in order to perform the services rendered.

(b) Upon request from Agency's custodian of public records, provide Agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2016), as may be amended or revised, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law and as to Developer for the duration of the Agreement and as to Contractor for the duration of the contract term and following completion of said contract if Contractor does not transfer the records to Agency.

(d) Upon completion of said construction or maintenance at the Project, transfer, at no cost, to Agency all public records in possession of Developer or Contractor or keep and maintain public records required by Agency to perform the service. If Contractor transfers all public records to Agency upon completion of the Project, Developer and Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Developer or Contractor keeps and maintains public records upon completion of the Project, Developer and Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Agency, upon request from Agency's custodian of public records, in a format that is compatible with the information technology systems of Agency.

(e) If Developer or any contractor has questions regarding the application of Chapter 119, Florida Statutes, to Developer or Contractor's duty to provide public records relating to its contract, contact the Agency's custodian of public records by telephone at 305-953-2868 Ext 1252; Attention: Kimberly Manzano, Custodian of Public Records.

17.23 Not A General Obligation. Neither this Agreement nor the obligations imposed upon the Agency hereunder shall be or constitute an indebtedness or general

constitutional, statutory or charter provisions requiring the Agency or other Governmental Authority to levy ad valorem taxes nor a lien upon any properties or funds of the Agency or other Governmental Authority. The Developer agrees that the obligation of the Agency to make any payments by the Agency to the Developer pursuant to this Agreement shall be subordinate to the obligations of the Agency to pay debt service on existing debt, debt service on any bonds to be issued by the Agency up to the principal amount of the first issuance of such bonds and to general and administrative expenses and overhead of the Agency.

17.24 Nothing contained herein shall be deemed, construed or applied to cause any Governmental Authority, specifically including the Agency, to waive its right to exercise its governmental power and authority or to consider any request causing the exercise of its governmental powers in any manner other than that which is customary for the exercise of such governmental powers.

17.25. Sovereign Immunity. Nothing herein shall be deemed a waiver of sovereign immunity in favor of the Agency.

17.26. Sunset Date. No funding shall be provided after the sunset date of the Agency.

17.27. Transaction Fees. The Developer shall be responsible for all transaction and closing costs, including, without limitation, documentary stamp taxes, intangible taxes and recording fees, arising from this Agreement, which fees and costs shall be deducted from the Agency Funds.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have set their hands effective as of the date set forth in the introductory paragraph.

AGENCY:

WITNESSES:

**OPA-LOCKA COMMUNITY
REDEVELOPMENT AGENCY**, a body
corporate and politic of the State of
Florida created pursuant to Part III,
Chapter 163

[Witness print or type name]

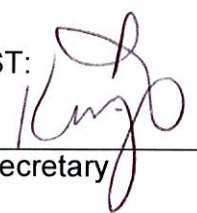
By: _____


Jannie Russell, Chairwoman

By: _____


Carina J. Delaine
Executive Director

ATTEST: _____


CRA Secretary

APPROVED AS TO FORM:
CRA Attorney

By: _____

Marlon Hill, General Counsel

DEVELOPER:

WITNESSES:

Palmetto Homes of Miami, Inc., a
Florida for profit corporation

BRIANA GREEN

[Witness print or type name]

By: ARIOVISTUS P LUNDY
Title: President
Print Name: ARIOVISTUS P LUNDY

PATRICKA KNOWLES

[Witness print or type name]

STATE OF FLORIDA
COUNTY MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical
presence or ☐ online notarization this 27 day of APRIL, 2023 by
ARIOVISTUS LUNDY as Manager of Palmetto Homes of Miami LLC, a Florida limited
liability company. He/She is personally known to me or has produced
Driver License as identification.

Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)

[Signature]

Name of Notary Typed,
Printed or Stamped



TARSHALA KNOWLES
Commission # HH 183788
Expires January 31, 2026
Bonded Thru Budget Notary Services

My Commission Expires:

HH183788
Commission Number

COMPOSITE EXHIBIT "A"
CONCEPTUAL PROJECT PLANS

EXHIBIT "B"
DEEDS FOR PROPERTY FROM MIAMI-DADE COUNTY



CFN 2022R0066416
OR BK 32976 Pgs 3950-3956 (7Pgs)
RECORDED 01/24/2022 12:00:55
DEED DOC TAX \$0.60
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Instrument prepared by and returned to:
Terrence A. Smith
Assistant County Attorney
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

This Amended and Restated County Deed shall supersede and replace the County Deed recorded in Official Record Book 31834 Pages 1976-1982 of the Public Records of Miami-Dade County on March 3, 2020.

AMENDED AND RESTATED COUNTY DEED

THIS AMENDED AND RESTATED COUNTY DEED, made this 21st day of Jan, 2021 by **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and **PALMETTO HOMES OF MIAMI, INC.**, a Florida corporation ("Palmetto Homes"), whose address is 3461 S.W. 8th Street, Miami, Florida 33135, its successors and assigns.

WITNESSETH that the County, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) to it in hand paid by Palmetto Homes, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Palmetto Homes, their successors and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "Properties"):

As legally described in Exhibit "A" attached hereto and made a part hereof

THIS CONVEYANCE IS SUBJECT TO all zoning, rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Properties; existing public purpose utility and government easements and rights of way and other matters of record; taxes for the year of closing and subsequent years and the following restrictions:

1. That the Properties shall be developed by Palmetto Homes with affordable multi-family rental housing or single family home in accordance with the Miami-Dade Infill Housing Initiative Program and/or the Miami-Dade County Documentary Surtax Program. In the event Palmetto Homes intends to develop the Properties with affordable multi-family rental housing, then Palmetto Homes shall rent such housing to qualified renters whose income range is established up to 140% of the most recent median family income for the County as reported by the United States Department of Housing and Urban Development. Further, Palmetto Homes shall record in the Public Records of Miami-Dade County a restrictive covenant approved by the County, in its sole discretion. In the event Palmetto Homes intends to develop the Properties with single family homes, then Palmetto Homes shall cause such homes to be developed in accordance with the Miami-Dade Infill Housing Initiative Program. Such homes shall be sold to a qualified



homebuyers, who prior to such conveyance, shall execute and record in the Public Records of Miami-Dade County a restrictive covenant, in a form approved by the County, in its sole discretion.

2. That the Properties shall be developed with the housing described in Paragraph 1 within two (2) years of the recording of this Deed, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this Paragraph 2, the County may, in its sole discretion, waive this requirement upon the Miami-Dade Board of County Commissioners finding it necessary to extend the timeframe in which Palmetto Homes must complete the housing described in Paragraph 1. In order for such waiver by the County to be effective, it shall:
 - a. Be given by the County Mayor or the County Mayor's designee prior to the event of the reverter; and
 - b. Be evidenced by the preparation of a letter executed by the County Mayor or the County Mayor's designee giving such waiver and specifying the new time frame in which Palmetto Homes must complete the housing described in Paragraph 1. The letter by the County shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver. If no waiver is recorded and a certificate of occupancy is not issued within two (2) years from the date of this Deed, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.
3. That in the event single family homes are developed on the Properties, such homes shall be sold to a qualified homebuyer, but under no circumstances shall the sales price of the home exceed relevant County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale. In the event Palmetto Homes fails to sell the homes to qualified households or sells the homes above County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale and Palmetto Homes, upon written notification from the County or Palmetto Homes, fails to cure such default, then title to the subject Properties shall revert to the County, at the option of the County, as set forth in Paragraph 9, and by such reverter to the County, Palmetto Homes shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.
4. That in the event the Properties are developed with affordable multi-family rental housing such housing shall be rented to qualified households and under no circumstances shall the rental price of such housing exceed the maximum monthly rent limits as determined for Miami-Dade County by the U.S. Department of Housing and Urban Development in its annual Income Limits and Rent Limits and as used by Florida Housing Finance Corporation for its multifamily rental programs (published annually at <http://www.floridahousing.org>). In the event Palmetto Homes fails to rent the housing above the rent limits described herein, and Palmetto Homes, upon written notification from the County, fails to cure such default, then title to the subject Properties shall revert to the County, at the option of the County,



as set forth in Paragraph 9, and by such reverter to the County, Palmetto Homes shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.

5. That Palmetto Homes shall not assign or transfer its interest in the Properties or in this Deed absent consent of the Miami-Dade County Board of County Commissioners, with the exception of any conveyance to qualified homebuyers.
6. Palmetto Homes shall require that if the Properties are developed with a single-family homes as described in Paragraph 1 of this deed, and such homes are sold to qualified households, then such qualified households shall execute and record simultaneously with the deed of conveyance from Palmetto Homes, the County's "Affordable Housing Restrictive Covenant." Such covenant shall include the following language in the deed of conveyance:

"This Properties is subject to an "Affordable Housing Restrictive Covenant" recorded simultaneously herewith, which states that the Properties shall remain affordable during the "Control Period." The Control Period commences on the initial sale date of the eligible home, which is the date the deed is recorded transferring title from Palmetto Homes to the first qualified household, and resets automatically every twenty (20) years for a maximum of sixty (60) years. In the event Grantee wishes to sell or refinance the home during the Control Period, Grantee shall obtain prior written approval from the County. Any such sale, transfer or conveyance, shall only be to a qualified household at or below the maximum sales price as calculated in the restrictive covenant. Should Grantee own this home for twenty consecutive years, Grantee shall automatically be released from the Affordable Housing Restrictive Covenant."

7. That Palmetto Homes shall pay real estate taxes and assessments on the Properties or any part thereof when due. The Palmetto Homes shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that Palmetto Homes may encumber the Properties with:
 - a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the Project in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
 - b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.
 - c) Any mortgage(s) in favor of any lender that may go into default, lis penden, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, the affordable deed restrictions are enforceable and can only be



extinguished by the County. The deed restrictions shall run with the land notwithstanding the mortgage or change in ownership for the control period. The affordable deed restrictions apply to the "successors heirs and assigns" of the burdened land owner.

8. The recordation, together with any mortgage purporting to meet the requirements of paragraph 7(a) or 7(b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the Properties is equal to or greater than the amount of such mortgage(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.
9. If in the sole discretion of the County, the Properties ceases to be used solely for the purpose set forth in Paragraph 1 herein by Palmetto Homes, or if Palmetto Homes fails to construct or have construct the housing described herein in the manner and within the timeframe set forth in Paragraph 2 herein, or if Palmetto Homes ceases to exist prior to conveyance or rental of such housing, or if any term of this Deed is not complied with, Palmetto Homes shall correct or cure the default/violation within thirty (30) days of notification of the default by the County as determined in the sole discretion of the County. If Palmetto Homes fails to remedy the default within thirty (30) days, title to the subject Properties shall revert to the County, at the option of the County upon written notice of such failure to remedy the default. In the event of such reverter, Palmetto Homes shall immediately deed such Properties back to the County, and the County shall have the right to immediate possession of such Properties, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by Palmetto Homes. The County retains a reversionary interest in the Properties, which right may be exercised by the County, at the option of the County, in accordance with this Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami-Dade County.
10. All conditions and restrictions set forth herein shall run with the land, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Properties.

Upon receiving proof of compliance with all of the Deed restrictions listed above, to be determined in the County's sole discretion, the County shall furnish Palmetto Homes with an appropriate instrument acknowledging satisfaction with all Deed restrictions listed above. Such satisfaction of Deed restrictions shall be in a form recordable in the Office of the Clerk of the



Circuit Court of Miami-Dade County, Florida.

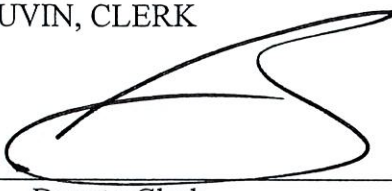
This grant conveys only the interest of the Miami-Dade County and its Board of County Commissioners in the Properties herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF Miami-Dade County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson of the Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

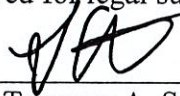
HARVEY RUVIN, CLERK

By: 
Deputy Clerk

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: 
Oliver G. Gilbert, III, Vice-Chairman

Approved for legal sufficiency:

By: 
Terrence A. Smith
Assistant County Attorney



The foregoing was authorized by Resolution No. R-879-21 approved by the Board of County Commissioners of Miami-Dade County, Florida, on the 5 day of October, 2021.



IN WITNESS WHEREOF, the representative **PALMETTO HOMES OF MIAMI, INC.**, a Florida not-for-profit 501 (c) (3) corporation, has caused this document to be executed by their respective and duly authorized representative on this 4 day of NOVEMBER, 2021, and it is hereby approved and accepted.

Patricia Knowles

Witness/Attest

Patricia Knowles

Print Name

By: Arriovistus Lundy
Name: Arriovistus Lundy
Title: President

Dante Lundy

Print Name

Dante Lundy

Witness/Attest

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4 day of NOVEMBER, A.D. 2021, by _____, as

PALMETTO HOMES OF MIAMI, INC., a Florida not-for-profit 501 (c) (3) corporation.



TARSHALA KNOWLES
Commission #GG 147706
Expires January 31, 2022
Bonded thru Budget Notary Services

Name: Tarshala Knowles
Notary Public, State of Florida

Printed: Tarshala Knowles

☐ Personally Known or ☒ Produced Identification
Type of Identification Produced



EXHIBIT A

LEGAL DESCRIPTIONS

Folio Number	Description
08-2122-003-0790	MAGNOLIA SUB PB 40-80 LOTS 36 THRU 40 BLK 6
08-2122-003-0940	MAGNOLIA SUB PB 40-80 PARC 02-04-01 AKA LOTS 21 THRU 24 BLK 7

STATE OF FLORIDA, COUNTY OF MIAMI-DADE
I HEREBY CERTIFY that this is a true copy of the
original filed in this office on 24th day of
January, AD 2022
WITNESS my hand and Official Seal.
HARVEY FLVIN, Clerk of Circuit and County Courts
By Nicole Davis D.C.
NICOLE DAVIS #79943





CFN 2022R0066415
OR BK 32976 Pgs 3943-3949 (7Pgs)
RECORDED 01/24/2022 12:00:55
DEED DOC TAX \$0.60
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Instrument prepared by and returned to:
Terrence A. Smith
Assistant County Attorney
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

This Amended and Restated County Deed shall supersede and replace the County Deed recorded in Official Record Book 31531 Pages 114-120 of the Public Records of Miami-Dade County on July 19, 2019.

AMENDED AND RESTATED COUNTY DEED

THIS AMENDED AND RESTATED COUNTY DEED, made this 21st day of Jan., 2022 by **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and **PALMETTO HOMES OF MIAMI, INC.**, a Florida corporation ("Palmetto Homes"), whose address is 3461 S.W. 8th Street, Miami, Florida 33135, its successors and assigns.

WITNESSETH that the County, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) to it in hand paid by Palmetto Homes, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Palmetto Homes, their successors and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "Properties"):

As legally described in Exhibit "A" attached hereto and made a part hereof

THIS CONVEYANCE IS SUBJECT TO all zoning, rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Properties; existing public purpose utility and government easements and rights of way and other matters of record; taxes for the year of closing and subsequent years and the following restrictions:

1. That the Properties shall be developed by Palmetto Homes with affordable multi-family rental housing or single family home in accordance with the Miami-Dade Infill Housing Initiative Program and/or the Miami-Dade County Documentary Surtax Program. In the event Palmetto Homes intends to develop the Properties with affordable multi-family rental housing, then Palmetto Homes shall rent such housing to qualified renters whose income range is established up to 140% of the most recent median family income for the County as reported by the United States Department of Housing and Urban Development. Further, Palmetto Homes shall record in the Public Records of Miami-Dade County a restrictive covenant approved by the County, in its sole discretion. In the event Palmetto Homes intends to develop the Properties with single family homes, then Palmetto Homes shall cause such homes to be developed in accordance with the Miami-Dade Infill Housing Initiative Program. Such homes shall be sold to a qualified homebuyers, who prior to such conveyance, shall execute and record in the



Public Records of Miami-Dade County a restrictive covenant, in a form approved by the County, in its sole discretion.

2. That the Properties shall be developed with the housing described in Paragraph 1 within two (2) years of the recording of this Deed, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this Paragraph 2, the County may, in its sole discretion, waive this requirement upon the Miami-Dade Board of County Commissioners finding it necessary to extend the timeframe in which Palmetto Homes must complete the housing described in Paragraph 1. In order for such waiver by the County to be effective, it shall:
 - a. Be given by the County Mayor or the County Mayor's designee prior to the event of the reverter; and
 - b. Be evidenced by the preparation of a letter executed by the County Mayor or the County Mayor's designee giving such waiver and specifying the new time frame in which Palmetto Homes must complete the housing described in Paragraph 1. The letter by the County shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver. If no waiver is recorded and a certificate of occupancy is not issued within two (2) years from the date of this Deed, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.
3. That in the event single family homes are developed on the Properties, such homes shall be sold to a qualified homebuyer, but under no circumstances shall the sales price of the home exceed relevant County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale. In the event Palmetto Homes fails to sell the homes to qualified households or sells the homes above County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale and Palmetto Homes, upon written notification from the County or Palmetto Homes, fails to cure such default, then title to the subject Properties shall revert to the County, at the option of the County, as set forth in Paragraph 9, and by such reverter to the County, Palmetto Homes shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.
4. That in the event the Properties are developed with affordable multi-family rental housing such housing shall be rented to qualified households and under no circumstances shall the rental price of such housing exceed the maximum monthly rent limits as determined for Miami-Dade County by the U.S. Department of Housing and Urban Development in its annual Income Limits and Rent Limits and as used by Florida Housing Finance Corporation for its multifamily rental programs (published annually at <http://www.floridahousing.org>). In the event Palmetto Homes fails to rent the housing above the rent limits described herein, and Palmetto Homes, upon written notification from the County, fails to cure such default, then title to the subject Properties shall revert to the County, at the option of the County, as set forth in Paragraph 9, and by such reverter to the County, Palmetto



Homes shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.

5. That Palmetto Homes shall not assign or transfer its interest in the Properties or in this Deed absent consent of the Miami-Dade County Board of County Commissioners, with the exception of any conveyance to qualified homebuyers.
6. Palmetto Homes shall require that if the Properties are developed with a single-family homes as described in Paragraph 1 of this deed, and such homes are sold to qualified households, then such qualified households shall execute and record simultaneously with the deed of conveyance from Palmetto Homes, the County's "Affordable Housing Restrictive Covenant." Such covenant shall include the following language in the deed of conveyance:

"This Properties is subject to an "Affordable Housing Restrictive Covenant" recorded simultaneously herewith, which states that the Properties shall remain affordable during the "Control Period." The Control Period commences on the initial sale date of the eligible home, which is the date the deed is recorded transferring title from Palmetto Homes to the first qualified household, and resets automatically every twenty (20) years for a maximum of sixty (60) years. In the event Grantee wishes to sell or refinance the home during the Control Period, Grantee shall obtain prior written approval from the County. Any such sale, transfer or conveyance, shall only be to a qualified household at or below the maximum sales price as calculated in the restrictive covenant. Should Grantee own this home for twenty consecutive years, Grantee shall automatically be released from the Affordable Housing Restrictive Covenant."

7. That Palmetto Homes shall pay real estate taxes and assessments on the Properties or any part thereof when due. The Palmetto Homes shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that Palmetto Homes may encumber the Properties with:
 - a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the Project in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
 - b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.
 - c) Any mortgage(s) in favor of any lender that may go into default, is penden, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, the affordable deed restrictions are enforceable and can only be extinguished by the County. The deed restrictions shall run with



the land notwithstanding the mortgage or change in ownership for the control period. The affordable deed restrictions apply to the "successors heirs and assigns" of the burdened land owner.

8. The recordation, together with any mortgage purporting to meet the requirements of paragraph 7(a) or 7(b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the Properties is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.
9. If in the sole discretion of the County, the Properties ceases to be used solely for the purpose set forth in Paragraph 1 herein by Palmetto Homes, or if Palmetto Homes fails to construct or have construct the housing described herein in the manner and within the timeframe set forth in Paragraph 2 herein, or if Palmetto Homes ceases to exist prior to conveyance or rental of such housing, or if any term of this Deed is not complied with, Palmetto Homes shall correct or cure the default/violation within thirty (30) days of notification of the default by the County as determined in the sole discretion of the County. If Palmetto Homes fails to remedy the default within thirty (30) days, title to the subject Properties shall revert to the County, at the option of the County upon written notice of such failure to remedy the default. In the event of such reverter, Palmetto Homes shall immediately deed such Properties back to the County, and the County shall have the right to immediate possession of such Properties, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by Palmetto Homes. The County retains a reversionary interest in the Properties, which right may be exercised by the County, at the option of the County, in accordance with this Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami-Dade County.
10. All conditions and restrictions set forth herein shall run with the land, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Properties.

Upon receiving proof of compliance with all of the Deed restrictions listed above, to be determined in the County's sole discretion, the County shall furnish Palmetto Homes with an appropriate instrument acknowledging satisfaction with all Deed restrictions listed above. Such satisfaction of Deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.



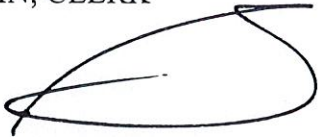
This grant conveys only the interest of the Miami-Dade County and its Board of County Commissioners in the Properties herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF Miami-Dade County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson of the Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

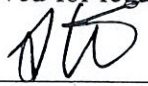
HARVEY RUVIN, CLERK

By: 
Deputy Clerk

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: 
Oliver G. Gilbert, III, Vice-Chairman

Approved for legal sufficiency:

By: 
Terrence A. Smith
Assistant County Attorney



The foregoing was authorized by Resolution No. R-879-21 approved by the Board of County Commissioners of Miami-Dade County, Florida, on the 5 day of October, 2021.



IN WITNESS WHEREOF, the representative **PALMETTO HOMES OF MIAMI, INC.**, a Florida not-for-profit 501 (c) (3) corporation, has caused this document to be executed by their respective and duly authorized representative on this 4 day of NOVEMBER, 2021, and it is hereby approved and accepted.

Patricia Knowles
Witness/Attest

Patricia Knowles
Print Name

By: ARIDVIS 45 Lyndy
Name: Ardaya Lyndy
Title: President

Divante Lyndy
Print Name

Divante Lyndy
Witness/Attest

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4 day of NOVEMBER, A.D. 2021, by _____, as
PALMETTO HOMES OF MIAMI, INC., a Florida not-for-profit 501 (c) (3) corporation.



TARSHALA KNOWLES
Commission # GG 147706
Expires January 31, 2022
Bonded Through Budget Notary Services

Name: Tarshala Knowles
Notary Public, State of Florida

Printed: Tarshala Knowles

☐ Personally Known or ☐ Produced Identification
Type of Identification Produced



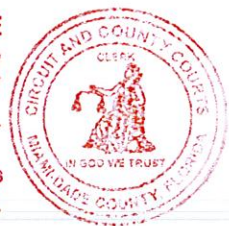
EXHIBIT A

LEGAL DESCRIPTIONS

Folio Number	Description
08-2122-003-1490	MAGNOLIA SUB PB 40-80 LOTS 35 & 36 BLK 9
08-2122-003-1500	MAGNOLIA SUB PB 40-80 LOT 37 BLK 9
08-2122-003-1510	MAGNOLIA SUB PB 40-80 LOT 38 BLK 9
08-2122-003-1520	MAGNOLIA SUB PB 40-80 LOT 39 BLK 9
08-2122-003-1530	MAGNOLIA SUB PB 40-80 LOT 40 BLK 9
08-2122-003-1390	MAGNOLIA SUB PB 40-80 LOTS 19 & 20 BLK 9
08-2122-003-1310	MAGNOLIA SUB PB 40-80 PARC 02-06-01 AKA LOTS 7 & 8 BLK 9

STATE OF FLORIDA, COUNTY OF MIAMI-DADE
I HEREBY CERTIFY that this is a true copy of the
original filed in this office on 24th day of
January, AD 20 22
WITNESS my hand and Official Seal.
HARVEY ROVIN, Clerk of Circuit and County Courts
By Nicole Davis D.C.

NICOLE DAVIS #79943



PROJECT PLANS
EXHIBIT "C"

Legal Description for Project
(Exhibit "D");

Project Schedule for Disbursement (Exhibit "E").

PROJECT SCHEDULE

Effective Date of Agreement	Full execution of the Agreement
Developer Obtains all government approvals and permits	Within Sixty (60) days from the Effective Date of the Agreement
Commencement Date	Within Ninety (90) days of the Effective Date
Completion Date: Building permit has been inspected and passed by Building Official and building received Certificate of Occupancy	Within 180 Days after Commencement Date
*Closing Date	Date on which all conditions precedent in section 6.4 of this Agreement are satisfied

New Single Town Home
Fairwinds Homes of Miami
Construction Schedule

Task Name	Duration	Start	Finish	Separator	9/8	9/11	9/18	9/25	10/2	10/9	10/16	10/23	10/30	11/6	11/13	11/20	11/27	12/4	12/11
1 Single Town Home -	168 days	Thu 9/1/22	Sun 12/23/23																
2 General Conditions	56 days	Thu 9/1/22	Thu 11/1/22																
3 Establish points and develop estimate with owner, architect	1 day	Thu 9/1/22	Thu 9/1/22																
4 Sign contract and notice to proceed	1 day	Fri 9/2/22	Fri 9/2/22																
5 Apply for Permits	56 days	Thu 9/1/22	Thu 11/1/22																
6 Secure Water permit	56 days	Thu 9/1/22	Thu 11/1/22																
7 Secure roofing permit	1 day	Thu 11/2/22	Thu 11/2/22																
8 Secure electrical permit	1 day	Thu 11/2/22	Thu 11/2/22																
9 Secure plumbing permit	1 day	Thu 11/2/22	Thu 11/2/22																
10 Secure HVAC permit	1 day	Thu 11/2/22	Thu 11/2/22																
11 Secure miscellaneous permits	0 days	Wed 11/1/22	Wed 11/1/22																
12 Site Work	3 days	Thu 11/2/22	Mon 11/6/22																
13 Clear and grub lot	1 day	Thu 11/2/22	Thu 11/2/22																
14 Install temporary power service	1 day	Fri 11/3/22	Fri 11/3/22																
15 Install underground utilities	2 days	Fri 11/3/22	Mon 11/6/22																
16 Foundation	7 days	Fri 11/3/22	Mon 11/20/22																
17 Excavate for foundations, install rebar, form tie beammer	3 days	Fri 11/3/22	Tue 11/7/22																
18 Underpinning Utility Inspection	2 days	Tue 11/7/22	Wed 11/8/22																
19 Foundation Slab Inspection	1 day	Wed 11/8/22	Wed 11/8/22																
20 Place concrete for foundation slab	1 day	Thu 11/9/22	Thu 11/9/22																
21 Backfill foundation	2 days	Fri 11/9/22	Mon 11/20/22																
22 Masonry	16 days	Tue 11/22/22	Tue 12/13/22																
23 Install Masonry	5 days	Tue 11/22/22	Mon 11/20/22																
24 Column Tie-Beam & Columns	3 days	Tue 11/22/22	Thu 11/24/22																
25 Pour Tie-Beam & Columns	1 day	Fri 11/24/22	Fri 11/24/22																
26 Set Forms	1 day	Mon 11/27/22	Mon 11/27/22																
27 Set Trusses, Bracing	2 days	Tue 11/28/22	Thu 11/29/22																
28 Complete roof framing	2 days	Fri 11/30/22	Mon 12/3/22																
29 Conduct Truss inspection	1 day	Tue 12/4/22	Tue 12/4/22																
30 Dry in	9 days	Tue 12/14/22	Fri 12/23/22																
31 Install roof/ceiling sheathing, fascia & soffit	3 days	Tue 12/14/22	Thu 12/16/22																
32 Sheathing inspection	1 day	Fri 12/17/22	Fri 12/17/22																
33 Install eave and barge	1 day	Mon 12/20/22	Mon 12/20/22																
34 Roof Dry in inspection	1 day	Tue 12/21/22	Tue 12/21/22																
35 Install Shingles	1 day	Wed 12/22/22	Wed 12/22/22																
36 Gutter inspection	1 day	Thu 12/23/22	Thu 12/23/22																
37 Install exterior doors	1 day	Wed 12/22/22	Wed 12/22/22																
38 Install windows	3 days	Wed 12/22/22	Fri 12/24/22																
39 Exterior Finishes	4 days	Mon 12/27/22	Thu 12/29/22																
40 Complete stucco	4 days	Mon 12/27/22	Thu 12/29/22																
41 Utility MEP Rough-In	9 days	Fri 12/17/22	Wed 12/14/22																
42 Rough-in plumbing	2 days	Fri 12/17/22	Mon 12/20/22																
43 Rough-in electrical	1 day	Tue 12/21/22	Tue 12/21/22																
44 Rough-in electrical	2 days	Fri 12/17/22	Mon 12/20/22																
45 Rough-in electrical inspection	1 day	Fri 12/24/22	Fri 12/24/22																
46 Rough-in HVAC	2 days	Mon 12/27/22	Tue 12/28/22																
47 Conduct rough-in HVAC inspection	1 day	Wed 12/29/22	Wed 12/29/22																

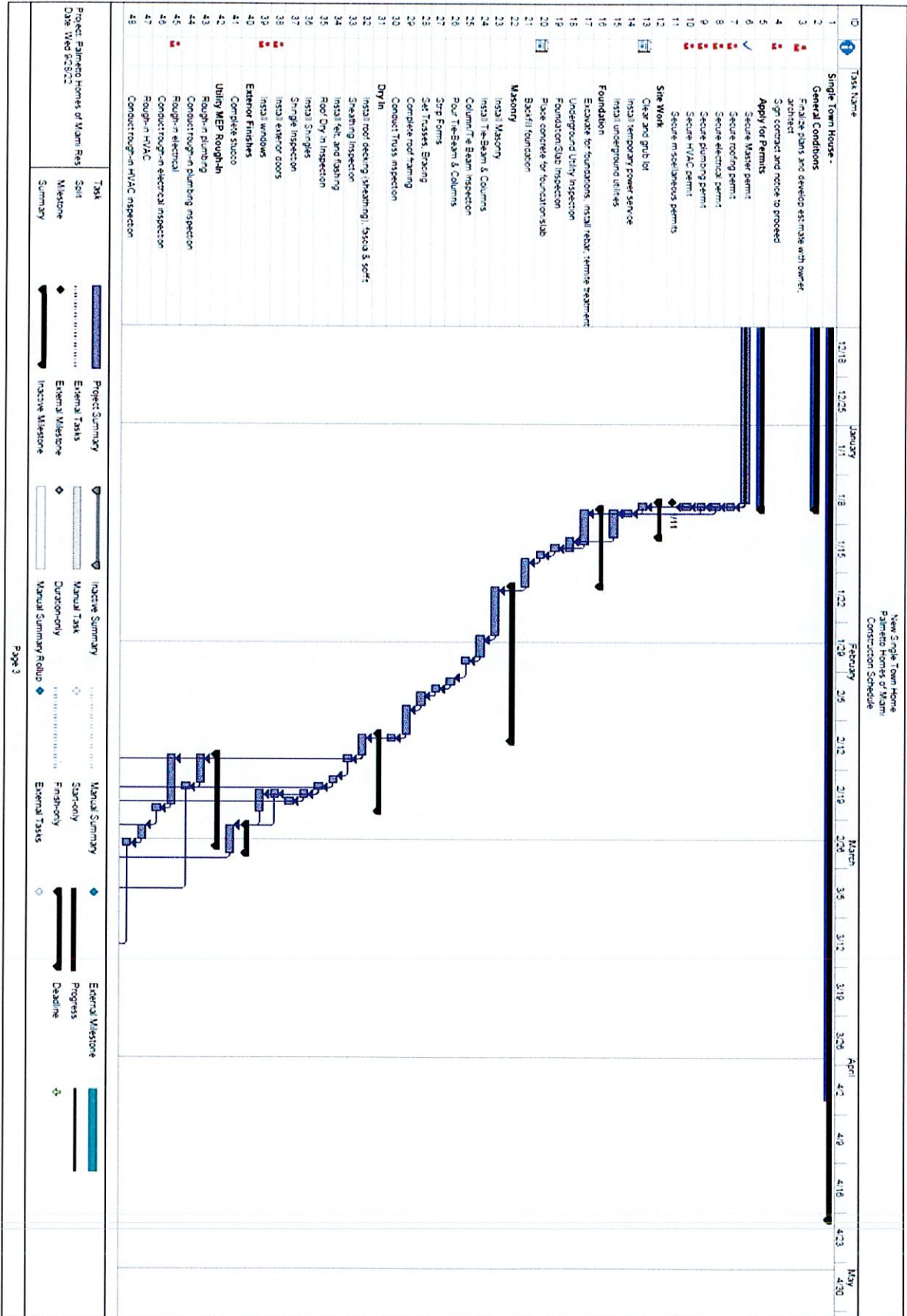
Project: Fairwinds Homes of Miami, Fla	Task	Project Summary	External Task	Manual Task	Summary	Summary	Summary	Summary	Summary	Summary	Summary	Summary	Summary	Summary	Summary	Summary	Summary	Summary	Summary	Summary
Date: Wed 8/28/22	Summary	Summary	Summary	Summary	Summary	Summary	Summary	Summary	Summary	Summary	Summary	Summary	Summary	Summary	Summary	Summary	Summary	Summary	Summary	Summary

New Single Town Home
Palmetto Homes of Miami
Construction Schedule

ID	Task Name	Duration	Start	Finish	September	October	November	December
49	Rough-in communication - phone, cable, computer, alarm	2 days	Fri 2/17/23	Mon 2/20/23				
50	Interior Finishes	25 days	Tue 2/21/23	Mon 3/27/23				
51	Framing - Wall & Ceiling	3 days	Thu 2/23/23	Mon 2/27/23				
52	Insulation	5 days	Tue 2/28/23	Tue 2/28/23				
53	Pipe wall insulation	1 day	Tue 2/28/23	Tue 2/28/23				
54	Space ceiling deck insulation	1 day	Tue 2/28/23	Tue 2/28/23				
55	Conduct insulation inspection	1 day	Wed 3/1/23	Wed 3/1/23				
56	Drywall	5 days	Thu 2/23/23	Thu 2/27/23				
57	Install drywall	3 days	Thu 2/23/23	Mon 2/27/23				
58	Drywall inspection	1 day	Tue 2/28/23	Tue 2/28/23				
59	Trim and foot drywall wall & ceiling	2 days	Wed 3/1/23	Thu 3/2/23				
60	Paint and Wallpaper	4 days	Fri 3/2/23	Wed 3/8/23				
61	Paint all - interior	1 day	Fri 3/2/23	Fri 3/2/23				
62	Paint exterior siding & trim work	4 days	Fri 3/2/23	Wed 3/8/23				
63	Cabinets	3 days	Mon 3/6/23	Wed 3/8/23				
64	Install kitchen cabinets	2 days	Mon 3/6/23	Tue 3/7/23				
65	Install master bath and guest cabinets	2 days	Mon 3/6/23	Tue 3/7/23				
66	Finish Plumbing	4 days	Wed 3/8/23	Mon 3/13/23				
67	Complete kitchen plumbing	1 day	Wed 3/8/23	Wed 3/8/23				
68	Complete master bath and guest plumbing	2 days	Thu 3/9/23	Fri 3/10/23				
69	Conduct finish plumbing inspection	1 day	Mon 3/13/23	Mon 3/13/23				
70	Finish Electrical	13 days	Mon 2/27/23	Wed 3/15/23				
71	Complete circuits to service panel	1 day	Mon 2/27/23	Mon 2/27/23				
72	Conduct finish electrical inspection	1 day	Tue 2/28/23	Tue 2/28/23				
73	Complete communications wiring - phone, cable, con	2 days	Tue 3/14/23	Wed 3/15/23				
74	Finish HVAC	2 days	Thu 3/16/23	Fri 3/17/23				
75	Complete HVAC	1 day	Thu 3/16/23	Thu 3/16/23				
76	Conduct HVAC inspection	1 day	Fri 3/17/23	Fri 3/17/23				
77	Carpet, Tile and Appliances	5 days	Mon 3/20/23	Mon 3/27/23				
78	Tile entry, kitchen and baths	3 days	Mon 3/20/23	Wed 3/22/23				
79	Carpet Bedrooms	2 days	Thu 3/23/23	Fri 3/24/23				
80	Install appliances	1 day	Mon 3/27/23	Mon 3/27/23				
81	Landscaping and Grounds Work	7 days	Thu 3/29/23	Fri 3/1/23				
82	Pour concrete driveway and sidewalks	2 days	Thu 3/29/23	Fri 3/1/23				
83	Install backyard fence	2 days	Mon 3/13/23	Tue 3/14/23				
84	Soil and complete plantings - front yard	2 days	Wed 3/15/23	Thu 3/16/23				
85	Soil and complete plantings - backyard	1 day	Fri 3/17/23	Fri 3/17/23				
86	Final Appliances	14 days	Mon 3/20/23	Thu 4/6/23				
87	Complete final inspection for certificate of occupancy	3 days	Mon 3/20/23	Wed 3/22/23				
88	Cleanup for occupancy	2 days	Tue 3/28/23	Wed 3/29/23				
89	Perform final walkthrough inspection	1 day	Thu 3/30/23	Thu 3/30/23				
90	Complete punch list items	5 days	Fri 3/31/23	Thu 4/6/23				

Project Palmetto Homes of Miami Reg	Task	Project Summary	Manual Task	Manual Summary	Summary	External Milestone	Progress
Date Wed 8/28/22	Milestone	External Milestone	Manual Task	Manual Summary	Summary	External Milestone	Progress
	Summary	Manual Summary	Manual Task	Manual Summary	Summary	External Milestone	Progress

Page 2



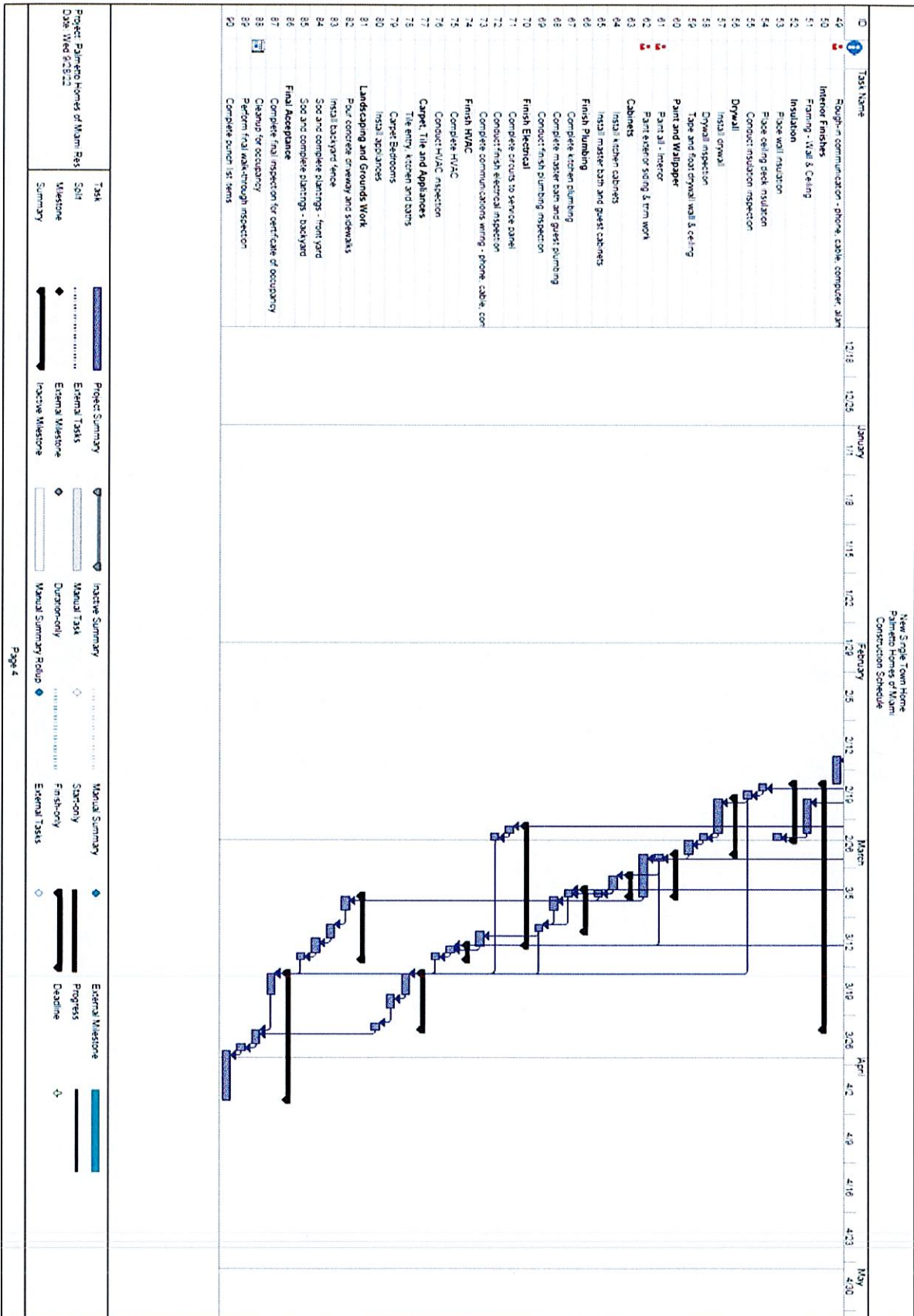


EXHIBIT "G"
RESTRICTIVE COVENANT

PREPARED BY AND RETURN TO:

DECLARATION OF RESTRICTIVE COVENANTS

THIS INDENTURE is made this 27th day of April, 2023.

WHEREAS, in furtherance of the Plan (defined herein), and pursuant to duly convened public meetings, the Development Incentive Assistance Agreement dated April 27th, 2023, (the "Agreement") was executed by and between OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, a community redevelopment agency created pursuant to Chapter 163, Part III, Florida Statutes ("Agency"), and PALMETTO HOMES OF MIAMI, INC. ("Developer"), such Agreement being on file with the City Clerk of the City of Opa-Locka, Florida, and such Agreement being in connection with development and use of the Property described in Exhibit "A," which is attached hereto and incorporated herein by reference, and on which the Developer has constructed the Project as defined in the Agreement; and

WHEREAS, pursuant to the terms of the Agreement, Agency and Developer anticipated that the Property would be subject to a Declaration of Restrictive Covenants, the primary purpose of such Declaration of Restrictive Covenants being to ensure development and operation of the Property in accordance with the Plan which affects this Property and other properties in the vicinity; and

WHEREAS, the Property is located within the CRA's Community Redevelopment Area which has conditions of slum and blight as those conditions are defined in the Constitution of the State of Florida, Section 163.01, Florida Statutes, Chapter 163, Part III, Florida Statutes and other applicable provisions of law and ordinances and Resolutions of the City of Opa-Locka and Agency implementing the Community Redevelopment Act; and

WHEREAS, in order to effectuate the terms and conditions contained in the Agreement, and the goals and objectives of the Community Redevelopment Plan, as amended, it is necessary and proper to create this Declaration of Restrictive Covenants; and

NOW, THEREFORE, Developer hereby declares that the Property shall be, held, conveyed, encumbered, leased, rented, used, occupied and improved, subject to the following limitations, restrictions, conditions and covenants, all of which shall run with the land and are declared to be in furtherance of the Agreement and the Plan, as amended, and that such limitations, restrictions, conditions and covenants are also established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and every part thereof and to establish a development compatible with the properties under the Plan, and, in accordance therewith, Developer does hereby create and establish the following Declaration of Restrictive Covenants:

1. Construction and Intent. This Declaration shall be construed and interpreted in conjunction with the terms set forth in the Agreement, as same may be amended from time to time, provided, however, that it is the intent of the Developer that only those sections of the Agreement specifically referenced below shall be construed as covenants running with the property.

2. Restrictions On Use; Declaration of Restrictive Covenants The Developer on behalf of itself, its officers, agents, representatives, subsequent purchasers, and their respective successors, and assigns hereby covenant and agrees with the Agency that the Property shall be used continuously as residential development as specified in the Agreement, on the Property for which Agency funding was provided for a period of five (5) years from the Completion Date as defined in the Agreement. The Developer further agrees that the building shall only be utilized for those residential purposes as specified in the Agreement and not for any other use, during a five (5) year term commencing on Project Completion Date.

SIGNATURE PAGE TO FOLLOW

DEVELOPER:

WITNESSES:

Corporation

_____,
Palmetto Homes of Miami, Inc., a Florida for
profit corporation

BRIANA GREEN
[Witness print or type name]

By: Aristustus P Lundy
Title: President
Print Name: ARISTUSTUS P LUNDY

PATRICIA KNOWLES
[Witness print or type name]

STATE OF FLORIDA
COUNTY MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical
presence or _____ online notarization this 27 day of APRIL, 2023 by
Aristustus Lundy as Manager of Palmetto Homes of Miami, LLC, a Florida limited
liability company. She is personally known to me or has produced
Driver License as identification.



TARSHALA KNOWLES
Commission # HH 183788
Expires January 31, 2026
Bonded Thru Budget Notary Services

Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)

Tarshala Knowles
Name of Notary Typed,
Printed or Stamped

My Commission Expires:

HH183788
Commission Number

WITNESSES:

BRIANA GREEN

[Witness-print or type name]

[Witness-print or type name]

PROPERTY OWNER:

Arion P Lundy

president

Title:

Print Name: ARION VISTUS P LUNDY

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 27 day of APRIL, 2023 by

Arion P Lundy as Manager of Palmetto Homes of Miami. He is personally known to me or has produced Driver License as identification.

(SEAL)

[Signature]

Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)



TARSHALA KNOWLES
Commission # HH 183788
Expires January 31, 2026
Bonded Thru Budget Notary Services

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

HH 183788
Commission Number

EXHIBIT "F"
MORTGAGE

Prepared by:

MORTGAGE

THIS MORTGAGE, entered into this 27 day of APRIL, 2023, between PALMETTO HOMES OF MIAMI, INC., a Florida corporation, whose address is 4952 NW 7th Ave Miami, FL 33127, hereinafter called the "Mortgagor", and the OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, a Community Redevelopment Agency created pursuant to Chapter 163, Part III, Florida Statutes, with an address of 780 Fisherman Street, Opa-Locka, Florida 33054, hereinafter called the "Mortgagee".

WITNESSETH: That to secure the payment of an indebtedness in the principal amount of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) with interest if any, thereon, which shall be payable in accordance with a certain Promissory Note (s) executed by Palmetto Homes of Miami, Inc., a Florida corporation (the "Developer/Mortgagor"), hereinafter called "Note", bearing even date herewith or dated thereafter and all other indebtedness which the Developer/Mortgagor is obligated to pay to the Mortgagee pursuant to the provisions of the Note(s) and this Mortgage, the Mortgagor hereby grants, convey, encumbers and mortgages to the Mortgagee the real property situated in Miami-Dade County, Florida, described as follows:

SEE EXHIBIT "A"

Together with the buildings and improvements situated upon said properties; as security for the payment of the Note(s) and all future advances made by Mortgagee to Mortgagor in accordance with the OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY Development Incentive Assistance Agreement dated _____, 2023, entered into by Palmetto Homes of Miami, Inc. the Mortgagee (the "Agreement").

The said Mortgagor does covenant with the said Mortgagee that the said Mortgagor is indefeasibly seized of said land in fee simple and has the full power and lawful right to mortgage and encumber the same, that the said land is free from all encumbrances except as set forth below, and that the said Mortgagor except as above noted does fully warrant the title to said land and will warrant and defend the same against the lawful claims of all persons whomsoever.

The said Mortgagor does further agree as follows:

1. To make promptly all payments required by the above-described Note and this Mortgage as such payments become due.
2. To pay promptly when due all taxes, assessments, liens, and encumbrances on said property.
3. To keep the improvements now existing or hereafter erected on the mortgaged property insured as required in the Agreement and as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by Mortgagee, and will pay promptly, when due, any premiums on such insurance for payment of which provision has not been made hereinbefore. All insurance shall be carried in companies approved by Mortgagee and the policies and renewals thereof shall be held by Mortgagee and have attached thereto loss payable clauses in favor of in a form acceptable to the Mortgagee. In event of loss, Mortgagor shall give immediate notice by mail to Mortgagee, and Mortgagee may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of to Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.
4. To permit, commit, or suffer no waste or impairment of the mortgaged property.
5. To pay all expenses reasonably incurred by the Mortgagee because of failure of the Mortgagor to comply with the obligations in the Agreement, the Note(s) or this Mortgage, including reasonable attorneys' fees.
6. If the buildings are not kept insured as provided, or if the Mortgagor defaults in any of the other covenants, stipulations or agreements contained herein or in the Agreement, the Mortgagee, without waiting or affecting the option to foreclose, may pay any and all such payments or obligations, may insure the buildings, or may otherwise perform any of the covenants or agreements on behalf of the Mortgagor, and any and all such sums or expenses paid or incurred, with interest thereon from the date of payment at the rate of interest prescribed in the Note secured by this Mortgage, shall also be secured by this Mortgage.
7. This mortgage lien shall extend to and include all rents and profits of the mortgaged property. In the event of foreclosure, the court is authorized to appoint a receiver of the mortgaged property and to apply such rents or profits to the indebtedness hereby secured, regardless of the solvency of the Mortgagor or the adequacy of the security.
8. If any provision of this Mortgage is breached, then the unpaid principal balance, together with accrued interest, shall immediately become due and payable at the option of the Mortgagee, and the Mortgagee may foreclose this Mortgage in accordance with procedures established by law, and have the property sold to satisfy or apply on the indebtedness hereby secured.

9. The agreements and promises of the Note(s) secured hereby and of this Mortgage and the Agreement are intended to be covenants running with the land or of any interest therein, to be binding on the respective promisors, their heirs, legal representatives and assigns, and to inure to the benefit of the respective promises, their heirs, legal representatives and assigns.

10. The lien hereby created shall cease and become null and void upon complete performance of all the covenants, stipulations and agreements contained in this Mortgage, the Note(s) which it secures, and the Agreement.

11. The Mortgagee and Mortgagor have entered into the Agreement pursuant to which the indebtedness evidenced by the Note(s) is being incurred by the Mortgagor. The Mortgagor covenants and agrees that any breach of the terms of such Agreement, as same may be amended from time to time, by the Mortgagor shall constitute a breach and default under this Mortgage entitling the Mortgagee herein to declare the entire unpaid principal sum secured hereby, together with interest then accrued, immediately due and payable and to enforce collection thereof by foreclosure or otherwise.

12. Privilege is reserved to prepay this note and mortgage, in whole or in part, at any time without notice and without penalty.

13. Mortgagee shall give written notice to Mortgagor of any event of default under this Mortgage or the Note and Mortgagor shall have thirty days in which to cure said default. All notice shall be given in the manner provided in the Agreement.

IN WITNESS WHEREOF, this Mortgage has been duly signed and sealed by the Mortgagor on or as of the day and year first above written.

WITNESSES:

BRIANA GREEN

[Witness-print or type name]

PATRICKA KNOWLES

MORTGAGOR:

Palmetto Homes of Miami, Inc., a
Florida for profit corporation

ARION VISHU P LIMKH

Title: President

Print Name: ARION VISHU P LIMKH

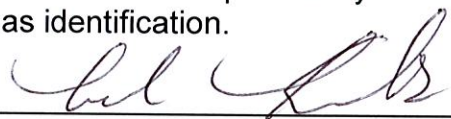
[Witness-print or type name]

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 27 day of APRIL, 2023 by

Arriovistas Lundy as President of . She is personally known to me or has produced Driver License as identification.

(SEAL)



Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)



TARSHALA KNOWLES
Commission # HH 183788
Expires January 31, 2026
Bonded Third Budget Notary Services

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

HH 183788

Commission Number

EXHIBIT "G"
NOTE

THIS INSTRUMENT PREPARED BY:

\$150,000.00

Miami, Florida
_____, 20____

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned Palmetto Homes of Miami, Inc., a Florida corporation (the "Maker") promises to pay to the order of the OPA- LOCKA COMMUNITY REDEVELOPMENT AGENCY, a Community Redevelopment Agency created pursuant to Chapter 163, Part III, Florida Statutes (the "Agency") or its successors in interest, the principal amount of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) or so much as shall be advanced under this Note.

- I. TERM: The term of this loan is two (2) years from the Project Completion Date as contemplated in the OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY Development Incentive Assistance Agreement between Maker and Agency dated _____, 2023 (the "Agreement") such Agreement being on file with the City Clerk of the City of Opa-Locka, Florida, _____, Opa-Locka, Florida.
- II. INTEREST RATE: The interest rate on the principal amount of the loan shall be zero percent (0%) per annum, except in any event of default under this Note, the Mortgage (as hereinafter defined) or the Agreement in which case the maximum legal interest rate shall be applied to the principal amount due and owing commencing thirty (30) days after the date of an event of default.
- III. PAYMENT: Payment on the principal amount of the loan shall be as follows:
 - As each parcel which is subject to the Agreement is sold by the Maker, the Maker shall pay to the Agency Thirty Thousand and 00/100 Dollars (\$30,000.00).
 - The payment of the Promissory Note shall be made at the time of closing on the sale of the parcel by the Maker to the purchaser of the parcel.
 - In the event the Maker still retains ownership of any of the parcels after two (2) years from the execution of this Note, the Maker shall repay to the Agency any portion of the principal amount that remains unpaid, including interest as calculated herein.
Payment of the entire principal amount, or any portion thereof, plus the maximum interest rate allowable by applicable law is due immediately

should there be any uncured event of default as described in this Note, the Mortgage, or the Agreement within five (5) years from the Completion Date.

Payment of the principal amount and all interest on this Note shall be made in lawful money of the United States paid at:

OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY
780 Fisherman Street
Opa-Locka, Florida

or such other place as shall be designated by the holder of this Note in writing.

- IV. SECURITY: This Note is secured by a Mortgage on real estate owned by Palmetto Homes of Miami, Inc., a Florida for profit corporation in favor of Agency, dated _____, 2023 duly filed in the public records of Miami-Dade County, Florida (the "Mortgage"). The Agency agrees to look solely to the real estate described in the Mortgage as security for this Note in part or in full, at any time to satisfy the debt established by this Note.
- V. WAIVER: The Maker of this Note further agrees to waive demand, notice of non-payment and protest, and to the extent authorized by law, any and all exemption rights which otherwise would apply to the debt evidenced by this Note. In the event suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, the Maker agrees to pay all costs of such collection, including reasonable attorney's fees and court costs at the trial and appellate levels. Failure of the Agency to exercise any of its rights hereunder shall not constitute a waiver of the right of Agency to exercise the same.
- VI. GOVERNING LAW: This note is to be construed and enforced according to the laws of the State of Florida.

Maker:

Palmetto Homes of Miami, Inc.,
a Florida for profit corporation

_____,
(Developer)

By:

Print Name:

Title: President

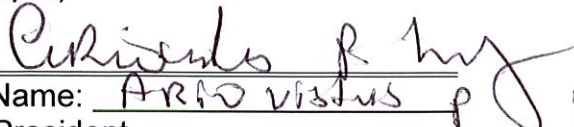
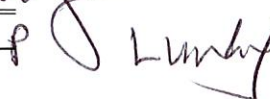

Arto Vistius


EXHIBIT "H"

JOB CREATION REPORT

REPLACE WITH AN APPLICABLE LIST. THIS IS ONLY AN EXAMPLE

List of all Jobs to be Created

Job Title	#	Brief Job Description	Annual Average Salary	Industry Average Salary	Experience/Education/Skills Required
Manager	1	Control day to day business at cafe	37,440.00	50,000.	BA,
Chef	1	Prepared and order food items	31,200.00	44228. anul.	Safe Serve Certification
Line Cook	2	Prepare food as ordered	25,480.00	12.07	Safe Serve Certification
Sales	1	Take orders and Payment	22,880.00	12-18.19	2 yrs
Maintenance	1	Clean Cafe	22,360.00	10.50-18.19	2yrs

*USE ADDITIONAL SHEETS IF NECESSARY

PALMETTO HOMES - VILLA OF MAGNOLIA NORTH PROJECT SCHEDULE

Location	#of Units	Jul-22	Oct-22	Jan-23	Apr-23	Jul-23	Oct-23	Jan-24	Apr-24	Jul-24	Oct-24	Jan-25	Apr-25	Jul-25	Oct-25
2061 - 2083 AliBaba Ave	6														
1901 Washington Ave	4														
2010 Washington Ave	1														
2060 Washington Ave	1														



75
YEARS

WE GROW FLORIDA

P:16894 / T: / S:



CITY OF OPA-LOCKA
COMMUNITY REDEVELOPMENT AGENCY
780 FISHERMAN STREET
OPA LOCKA FL 33054-3873



Page:
Account:

1 of 1
XXXXXX5341

Client Service



Online
citynational.com



CityTel
1-800-762-CITY (2489)



Your Banking Center
Commercial Banking
P.O. Box 025620
Miami, FL 33102-5620



Telephone
305-577-7336
800-435-8839



Your Banking Center Hours
Lobby: Monday - Friday: 8:30am - 5:00pm

For additional locations
and hours, please visit
citynational.com

NMLS 412469

Member
FDIC



Commercial Money Market Deposit

Account Summary

Account:	XXXXXX5341	Beginning Balance:	\$4,816,294.09
Last Statement:	May 31, 2023	Ending Balance:	\$4,788,313.49
This Statement:	June 30, 2023	Average Ledger Balance:	\$4,809,042.66
		Low Balance:	\$4,772,785.55
		Interest Earned This Period:	\$15,527.94
		Interest Earned 2023:	\$15,527.94
		Days In Period:	30
		Annual Percentage Yield Earned:	4.00%

Daily Activity

Date	Description	Deposits/ Additions	Withdrawals/ Subtractions	Balance
05-31	Beginning balance			4,816,294.09
06-26	Webxfr To Pub Fund Chk 402706		43,508.54	4,772,785.55
06-30	Interest	15,527.94		4,788,313.49
06-30	Ending totals	15,527.94	43,508.54	4,788,313.49



**First-time home
buyers may qualify
for up to \$5,000
toward closing costs
and down payment.¹**

**Apply today.
Ask your banker for details.**

¹ Closing costs may include, but are not limited to loan processing fees, title company fees, homeowners' insurance costs, property taxes, government recording and taxes. Maximum grant of \$5,000 to be used for down payment or closing cost and is available for properties in Miami-Dade, Broward, Palm Beach, Osceola, Seminole, Lake and Orange counties

**Join us on
social media!**



It's hurricane season.

During weather-related occurrences,
call City National Bank's hotline at 1-855-684-8284
for updates and operating hours.



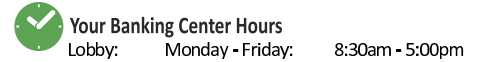
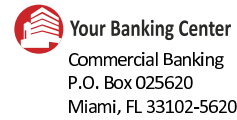
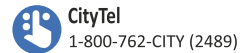
75
YEARS

WE GROW FLORIDA

Page:
Account:

1 of 1
XXXXXX5341

Client Service



CITY OF OPA-LOCKA
COMMUNITY REDEVELOPMENT AGENCY
780 FISHERMAN STREET
OPA LOCKA FL 33054-3873



For additional locations
and hours, please visit
citynational.com

NMLS 412469



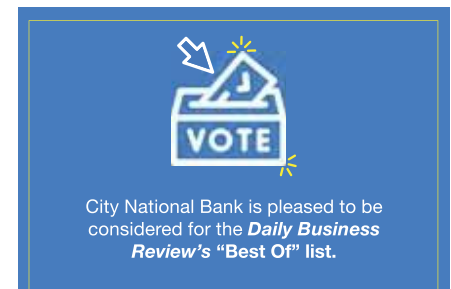
Public Funds Mmkt

Account Summary

Account:	XXXXXX5341	Beginning Balance:	\$4,788,313.49
Last Statement:	June 30, 2023	Ending Balance:	\$4,794,294.31
This Statement:	July 31, 2023	Average Ledger Balance:	\$4,784,300.15
		Low Balance:	\$4,777,945.71
		Interest Earned This Period:	\$16,348.60
		Interest Earned 2023:	\$31,876.54
		Days In Period:	31
		Annual Percentage Yield Earned:	4.10%

Daily Activity

Date	Description	Deposits/ Additions	Withdrawals/ Subtractions	Balance
06-30	Beginning balance			4,788,313.49
07-20	Webxfr To Pub Fund Chk 402706		10,367.78	4,777,945.71
07-31	Interest	16,348.60		4,794,294.31
07-31	Ending totals	16,348.60	10,367.78	4,794,294.31



We would be honored if you would vote for City National Bank
in the following categories:

- #22 Best Private Bank
- #23 Best Business Bank
- #24 Best Bank for Commercial Real Estate Lending
- #25 Best Community Bank
- #26 Best Bank for Jumbo Loans
- #27 Best Bank for Wealth Management
- #28 Best Foreign National Mortgage Lending

You can complete the entire survey, or simply vote in these categories.
Voting starts on July 31 and ends on August 25, 2023. Vote by visiting
<https://www.surveymonkey.com/r/BestofDBR2023> or by using the QR code.



SCAN TO VOTE

Join us on
social media!



**Put the equity in your
home to work for you.¹**

ASK A BANKER HOW TO GET STARTED TODAY.

¹Loan products are subject to credit approval and program requirements. Terms and conditions apply.
This is not a commitment to lend. Loan programs, terms, rates, and conditions are subject to change
without notice.





75
YEARS

WE GROW FLORIDA

Page:
Account:

1 of 1
XXXXXX5341

Client Service



Online
citynational.com



CityTel
1-800-762-CITY (2489)



Your Banking Center
Commercial Banking
P.O. Box 025620
Miami, FL 33102-5620



Telephone
305-577-7336
800-435-8839



Your Banking Center Hours
Lobby: Monday - Friday: 8:30am - 5:00pm



CITY OF OPA-LOCKA
COMMUNITY REDEVELOPMENT AGENCY
780 FISHERMAN STREET
OPA LOCKA FL 33054-3873



P:15942 / T: / S:

Public Funds Mmkt

Account Summary

Account:	XXXXXX5341	Beginning Balance:	\$4,794,294.31
Last Statement:	July 31, 2023	Ending Balance:	\$4,796,381.65
This Statement:	August 31, 2023	Average Ledger Balance:	\$4,789,227.89
		Low Balance:	\$4,780,016.22
		Interest Earned This Period:	\$16,365.43
		Interest Earned 2023:	\$48,241.97
		Days In Period:	31
		Annual Percentage Yield Earned:	4.10%

Daily Activity

Date	Description	Deposits/ Additions	Withdrawals/ Subtractions	Balance
07-31	Beginning balance			4,794,294.31
08-21	Webxfr To Pub Fund Chk 402706		3,000.00	4,791,294.31
08-21	Webxfr To Pub Fund Chk 402706		11,278.09	4,780,016.22
08-31	Interest	16,365.43		4,796,381.65
08-31	Ending totals	16,365.43	14,278.09	4,796,381.65

For additional locations
and hours, please visit
citynational.com

NMLS 412469

**Member
FDIC**



Quickly access funds to grow your business.

Apply online and instantly see if you prequalify
for the SBA 7(a) Lending Program.

**GET STARTED TODAY. ASK YOUR
BANKER FOR DETAILS.**



**Join us on
social media!**



Put the equity in your home to work for you.¹

Ask a banker how to get started today.

¹ Loan products are subject to credit approval and program requirements. Terms and conditions apply. This is not a commitment to lend. Loan programs, terms, rates, and conditions are subject to change without notice.

SUPERION
DATE: 09/07/2023
TIME: 15:36:50

CITY OF OPA LOCKA
DETAIL EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTA11

SELECTION CRITERIA: orgn.fund='180'
ACCOUNTING PERIOD: 9/23

SORTED BY: FUND,FUNCTION,ACTIVITY
TOTALLED ON: FUND,FUNCTION,ACTIVITY
PAGE BREAKS ON: FUND

FUND - 180 - CRA FUND

ORGANIZATION / ACCOUNT / TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE
180-5500-515-150 515601 CRA STREETSCAPE PROGRAM	200,000.00	.00	.00	.00	200,000.00
180-5500-515-150 515602 CRA PARK IMPROVEMENT CAPITAL	.00	.00	.00	.00	.00
180-5500-515-150 515603 CRA HISTORICAL CITY HALL	.00	.00	.00	.00	.00
180-5500-515-150 515604 CRA FACADES PROGRAM	.00	.00	.00	.00	.00
180-5500-515-150 581320 CRA TRANSFER OUT - SAFE NEIG	.00	.00	.00	.00	.00
180-5500-515-150 541838 CRA PARK FENCING PRJ	50,000.00	.00	.00	.00	50,000.00
180-5500-515-150 5776001 CRA DEVELOPMENT ASSISTANCE	1,600,000.00	.00	300,000.00	.00	1,300,000.00
180-5500-515-150 5776003 CRA COMMUNITY POLICING	20,000.00	.00	.00	.00	20,000.00
180-5500-515-150 5776004 CRA ART IN PUBLIC PLACES	50,000.00	.00	.00	.00	50,000.00
180-5500-515-150 5776005 CRA HOUSING INITIATIVES	100,000.00	.00	.00	.00	100,000.00
180-5500-515-150 5776006 CRA HISTORIC BUILD RENOV	250,000.00	.00	.00	.00	250,000.00
180-5500-515-150 5776007 CRA PARK AMENITIES	119,007.00	.00	.00	.00	119,007.00
180-5500-515-150 5776008 CRA SIGNAGE MARQUEE	30,000.00	.00	.00	.00	30,000.00
180-5500-515-150 5776009 CRA CAPITAL/INFRASTR GRANTS	.00	.00	.00	.00	.00
180-5500-515-150 515547 CRA CONFERENCE & MEETINGS	5,100.00	.00	.00	204.00	4,896.00
180-5500-515-150 515401 CRA LOCAL TRAVEL	1,000.00	.00	.00	.00	1,000.00
180-5500-515-150 515342 CRA MINUTES PROCESSING	2,000.00	.00	.00	.00	2,000.00
180-5500-515-150 515343 CRA STATE ADMIN FEE	175.00	.00	.00	.00	175.00
180-5500-515-150 515110 CRA SALARIES - EXECUTIVE	54,366.00	6,538.46	.00	30,730.77	23,635.23
180-5500-515-150 515120 CRA SALARIES - REGULAR	95,831.00	4,257.69	.00	55,867.32	39,963.68
180-5500-515-150 515140 CRA SALARIES - OVERTIME	500.00	.00	.00	3.09	496.91
180-5500-515-150 515210 CRA FICA	12,419.00	818.32	.00	7,165.75	5,253.25
180-5500-515-150 515220 CRA RETIREMENT	19,334.00	.00	.00	.00	19,334.00
180-5500-515-150 515230 CRA LIFE AND HEALTH	17,363.00	.00	.00	.00	17,363.00
180-5500-515-150 515312 CRA OTHER PROFESSIONAL SRVC	100,000.00	5,000.00	3,560.00	24,039.25	72,400.75
180-5500-515-150 515340 CRA OTHER CONTRACTED SRVCS	302,000.00	.00	2,856.25	4,332.50	294,811.25
180-5500-515-150 515400 CRA TRAVEL & PER DIEM	11,675.00	.00	722.44	-722.44	11,675.00
180-5500-515-150 515420 CRA POSTAGE	1,000.00	.00	.00	.00	1,000.00
180-5500-515-150 515480 CRA PROMOTIONAL ACTIVITIES	50,000.00	.00	3,842.86	4,470.00	41,687.14
180-5500-515-150 515493 CRA GENERAL EXPENSES	.00	.00	525.00	400.00	-925.00
180-5500-515-150 515540 CRA PUB/SUBS/MEMBERSHIPS	2,000.00	.00	.00	1,245.00	755.00
180-5500-515-150 515541 CRA EDUCATIONAL COSTS	5,000.00	.00	1,890.00	-890.00	4,000.00
180-5500-515-150 581921 CRA FUND BALANCE RESERVE	.00	.00	.00	.00	.00
180-5500-515-150 513470 CRA PRINTING & BINDING	2,500.00	.00	.00	.00	2,500.00
180-5500-515-150 515510 CRA OFFICE SUPPLIES AND EXPE	1,000.00	.00	.00	600.85	399.15
180-5500-515-150 515130 CRA SALARIES - PART TIME	.00	.00	.00	.00	.00
180-5500-515-150 515320 CRA ACCOUNTING & AUDITING	24,000.00	.00	.00	5,020.00	18,980.00
180-5500-515-150 515492 CRA ADVERTISING	7,500.00	.00	1,670.00	4,368.80	1,461.20
180-5500-515-150 515448 CRA RENTAL EXPENSE - TCO	5,000.00	.00	.00	.00	5,000.00
180-5500-515-150 514370 CRA LEGAL COUNSEL COSTS	35,000.00	.00	.00	4,530.00	30,470.00
180-5500-515-150 581950 CRA CRA RESERVE	50,000.00	.00	.00	.00	50,000.00
180-5500-515-150 515391 CRA REIMBURSTMENT - ADM COST	35,000.00	.00	.00	.00	35,000.00
180-5500-515-150 515462 CRA REIMBURSTMENT - TOWN	.00	.00	.00	.00	.00
180-5500-515-150 515464 CRA ADMIN REIMB GENERAL FUND	.00	.00	.00	.00	.00
180-5500-515-150 515468 CRA ADMIN REIMB TOWN CENTER	.00	.00	.00	.00	.00
180-5500-515-150 515441 CRA INFORMATION TECH CHARGES	.00	.00	.00	.00	.00

SUPERION
DATE: 09/07/2023
TIME: 15:36:50

CITY OF OPA LOCKA
DETAIL EXPENDITURE STATUS REPORT

PAGE NUMBER: 2
EXPSTA11

SELECTION CRITERIA: orgn.fund='180'
ACCOUNTING PERIOD: 9/23

SORTED BY: FUND,FUNCTION,ACTIVITY
TOTALLED ON: FUND,FUNCTION,ACTIVITY
PAGE BREAKS ON: FUND

FUND - 180 - CRA FUND

ORGANIZATION / ACCOUNT / TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE
180-5500-515-150 515341 CRA COUNTY ADMINISTRATIVE FE	8,438.00	.00	.00	.00	8,438.00
180-5500-515-150 515442 CRA INSURANCE CHARGES - RISK	10,000.00	.00	.00	.00	10,000.00
180-5500-515-150 515321 CRA REIMBURSEMENT - W & S	.00	.00	.00	.00	.00
180-5500-515-150 515543 CRA TRUST ACCOUNT	.00	.00	.00	.00	.00
180-5500-515-150 515542 CRA APPRENTICESHIP TRAINING	150,000.00	.00	.00	.00	150,000.00
180-5500-515-150 515544 CRA COMMERCIAL GRANTS	400,000.00	.00	.00	.00	400,000.00
180-5500-515-150 515545 CRA HOME OWNER/RENT ASSNT	240,000.00	.00	20,633.61	44,097.30	175,269.09
180-5500-515-150 5776002 CRA FARMER'S MARKET	20,000.00	.00	.00	.00	20,000.00
TOTAL ACTIVITY - COMPHREHENSIVE PLANNING	4,087,208.00	16,614.47	335,700.16	185,462.19	3,566,045.65
TOTAL FUNCTION - ECONOMIC ENVIRONMENT	4,087,208.00	16,614.47	335,700.16	185,462.19	3,566,045.65
TOTAL FUND - CRA FUND	4,087,208.00	16,614.47	335,700.16	185,462.19	3,566,045.65
TOTAL REPORT	4,087,208.00	16,614.47	335,700.16	185,462.19	3,566,045.65

SUPERION
DATE: 09/07/2023
TIME: 15:37:30

CITY OF OPA LOCKA
DETAIL EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTA11

SELECTION CRITERIA: orgn.fund='180'
ACCOUNTING PERIOD: 10/23

SORTED BY: FUND,FUNCTION,ACTIVITY
TOTALLED ON: FUND,FUNCTION,ACTIVITY
PAGE BREAKS ON: FUND

FUND - 180 - CRA FUND

ORGANIZATION / ACCOUNT / TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE
180-5500-515-150 515601 CRA STREETSCAPE PROGRAM	200,000.00	.00	.00	.00	200,000.00
180-5500-515-150 515602 CRA PARK IMPROVEMENT CAPITAL	.00	.00	.00	.00	.00
180-5500-515-150 515603 CRA HISTORICAL CITY HALL	.00	.00	.00	.00	.00
180-5500-515-150 515604 CRA FACADES PROGRAM	.00	.00	.00	.00	.00
180-5500-515-150 581320 CRA TRANSFER OUT - SAFE NEIG	.00	.00	.00	.00	.00
180-5500-515-150 541838 CRA PARK FENCING PRJ	50,000.00	.00	.00	.00	50,000.00
180-5500-515-150 5776001 CRA DEVELOPMENT ASSISTANCE	1,600,000.00	.00	300,000.00	.00	1,300,000.00
180-5500-515-150 5776003 CRA COMMUNITY POLICING	20,000.00	.00	3,499.50	.00	16,500.50
180-5500-515-150 5776004 CRA ART IN PUBLIC PLACES	50,000.00	.00	.00	.00	50,000.00
180-5500-515-150 5776005 CRA HOUSING INITIATIVES	100,000.00	.00	.00	.00	100,000.00
180-5500-515-150 5776006 CRA HISTORIC BUILD RENOV	250,000.00	.00	.00	.00	250,000.00
180-5500-515-150 5776007 CRA PARK AMENITIES	119,007.00	.00	1,278.09	.00	117,728.91
180-5500-515-150 5776008 CRA SIGNAGE MARQUEE	30,000.00	.00	.00	.00	30,000.00
180-5500-515-150 5776009 CRA CAPITAL/INFRASTR GRANTS	.00	.00	.00	.00	.00
180-5500-515-150 515547 CRA CONFERENCE & MEETINGS	5,100.00	.00	.00	204.00	4,896.00
180-5500-515-150 515401 CRA LOCAL TRAVEL	1,000.00	.00	.00	.00	1,000.00
180-5500-515-150 515342 CRA MINUTES PROCESSING	2,000.00	.00	.00	.00	2,000.00
180-5500-515-150 515343 CRA STATE ADMIN FEE	175.00	.00	.00	.00	175.00
180-5500-515-150 515110 CRA SALARIES - EXECUTIVE	54,366.00	6,538.46	.00	37,269.23	17,096.77
180-5500-515-150 515120 CRA SALARIES - REGULAR	95,831.00	4,257.67	.00	60,124.99	35,706.01
180-5500-515-150 515140 CRA SALARIES - OVERTIME	500.00	.00	.00	3.09	496.91
180-5500-515-150 515210 CRA FICA	12,419.00	818.32	.00	7,984.07	4,434.93
180-5500-515-150 515220 CRA RETIREMENT	19,334.00	.00	.00	.00	19,334.00
180-5500-515-150 515230 CRA LIFE AND HEALTH	17,363.00	.00	.00	.00	17,363.00
180-5500-515-150 515312 CRA OTHER PROFESSIONAL SRVC	100,000.00	8,560.00	.00	32,599.25	67,400.75
180-5500-515-150 515340 CRA OTHER CONTRACTED SRVCS	302,000.00	4,556.25	2,500.00	8,888.75	290,611.25
180-5500-515-150 515400 CRA TRAVEL & PER DIEM	11,675.00	.00	722.44	-722.44	11,675.00
180-5500-515-150 515420 CRA POSTAGE	1,000.00	.00	.00	.00	1,000.00
180-5500-515-150 515480 CRA PROMOTIONAL ACTIVITIES	50,000.00	7,527.33	3,098.86	11,997.33	34,903.81
180-5500-515-150 515493 CRA GENERAL EXPENSES	.00	.00	525.00	400.00	-925.00
180-5500-515-150 515540 CRA PUB/SUBS/MEMBERSHIPS	2,000.00	.00	.00	1,245.00	755.00
180-5500-515-150 515541 CRA EDUCATIONAL COSTS	5,000.00	1,000.00	890.00	110.00	4,000.00
180-5500-515-150 581921 CRA FUND BALANCE RESERVE	.00	.00	.00	.00	.00
180-5500-515-150 513470 CRA PRINTING & BINDING	2,500.00	.00	.00	.00	2,500.00
180-5500-515-150 515510 CRA OFFICE SUPPLIES AND EXPE	1,000.00	.00	.00	600.85	399.15
180-5500-515-150 515130 CRA SALARIES - PART TIME	.00	.00	.00	.00	.00
180-5500-515-150 515320 CRA ACCOUNTING & AUDITING	24,000.00	.00	.00	5,020.00	18,980.00
180-5500-515-150 515492 CRA ADVERTISING	7,500.00	630.00	1,670.00	4,998.80	831.20
180-5500-515-150 515448 CRA RENTAL EXPENSE - TCO	5,000.00	.00	.00	.00	5,000.00
180-5500-515-150 514370 CRA LEGAL COUNSEL COSTS	35,000.00	.00	.00	4,530.00	30,470.00
180-5500-515-150 581950 CRA CRA RESERVE	50,000.00	.00	.00	.00	50,000.00
180-5500-515-150 515391 CRA REIMBURSTMENT - ADM COST	35,000.00	.00	.00	.00	35,000.00
180-5500-515-150 515462 CRA REIMBURSTMENT - TOWN	.00	.00	.00	.00	.00
180-5500-515-150 515464 CRA ADMIN REIMB GENERAL FUND	.00	.00	.00	.00	.00
180-5500-515-150 515468 CRA ADMIN REIMB TOWN CENTER	.00	.00	.00	.00	.00
180-5500-515-150 515441 CRA INFORMATION TECH CHARGES	.00	.00	.00	.00	.00

SUPERION
DATE: 09/07/2023
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CITY OF OPA LOCKA
DETAIL EXPENDITURE STATUS REPORT

PAGE NUMBER: 2
EXPSTA11

SELECTION CRITERIA: orgn.fund='180'
ACCOUNTING PERIOD: 10/23

SORTED BY: FUND,FUNCTION,ACTIVITY
TOTALLED ON: FUND,FUNCTION,ACTIVITY
PAGE BREAKS ON: FUND

FUND - 180 - CRA FUND

ORGANIZATION / ACCOUNT / TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE
180-5500-515-150 515341 CRA COUNTY ADMINISTRATIVE FE	8,438.00	.00	.00	.00	8,438.00
180-5500-515-150 515442 CRA INSURANCE CHARGES - RISK	10,000.00	.00	.00	.00	10,000.00
180-5500-515-150 515321 CRA REIMBURSEMENT - W & S	.00	.00	.00	.00	.00
180-5500-515-150 515543 CRA TRUST ACCOUNT	.00	.00	.00	.00	.00
180-5500-515-150 515542 CRA APPRENTICESHIP TRAINING	150,000.00	.00	.00	.00	150,000.00
180-5500-515-150 515544 CRA COMMERCIAL GRANTS	400,000.00	.00	.00	.00	400,000.00
180-5500-515-150 515545 CRA HOME OWNER/RENT ASSNT	240,000.00	18,129.18	4,902.00	62,226.48	172,871.52
180-5500-515-150 5776002 CRA FARMER'S MARKET	20,000.00	.00	.00	.00	20,000.00
TOTAL ACTIVITY - COMPREHENSIVE PLANNING	4,087,208.00	52,017.21	319,085.89	237,479.40	3,530,642.71
TOTAL FUNCTION - ECONOMIC ENVIRONMENT	4,087,208.00	52,017.21	319,085.89	237,479.40	3,530,642.71
TOTAL FUND - CRA FUND	4,087,208.00	52,017.21	319,085.89	237,479.40	3,530,642.71
TOTAL REPORT	4,087,208.00	52,017.21	319,085.89	237,479.40	3,530,642.71

SUPERION
DATE: 09/07/2023
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CITY OF OPA LOCKA
DETAIL EXPENDITURE STATUS REPORT

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PAGE BREAKS ON: FUND

FUND - 180 - CRA FUND

ORGANIZATION / ACCOUNT / TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE
180-5500-515-150 515601 CRA STREETSCAPE PROGRAM	200,000.00	.00	.00	.00	200,000.00
180-5500-515-150 515602 CRA PARK IMPROVEMENT CAPITAL	.00	.00	.00	.00	.00
180-5500-515-150 515603 CRA HISTORICAL CITY HALL	.00	.00	.00	.00	.00
180-5500-515-150 515604 CRA FACADES PROGRAM	.00	.00	.00	.00	.00
180-5500-515-150 581320 CRA TRANSFER OUT - SAFE NEIG	.00	.00	.00	.00	.00
180-5500-515-150 541838 CRA PARK FENCING PRJ	50,000.00	.00	.00	.00	50,000.00
180-5500-515-150 5776001 CRA DEVELOPMENT ASSISTANCE	1,600,000.00	.00	950,000.00	.00	650,000.00
180-5500-515-150 5776003 CRA COMMUNITY POLICING	20,000.00	.00	3,499.50	.00	16,500.50
180-5500-515-150 5776004 CRA ART IN PUBLIC PLACES	50,000.00	.00	.00	.00	50,000.00
180-5500-515-150 5776005 CRA HOUSING INITIATIVES	100,000.00	.00	.00	.00	100,000.00
180-5500-515-150 5776006 CRA HISTORIC BUILD RENOV	250,000.00	.00	.00	.00	250,000.00
180-5500-515-150 5776007 CRA PARK AMENITIES	119,007.00	.00	1,278.09	.00	117,728.91
180-5500-515-150 5776008 CRA SIGNAGE MARQUEE	30,000.00	.00	.00	.00	30,000.00
180-5500-515-150 5776009 CRA CAPITAL/INFRAST GRANTS	.00	.00	.00	.00	.00
180-5500-515-150 515547 CRA CONFERENCE & MEETINGS	5,100.00	.00	.00	204.00	4,896.00
180-5500-515-150 515401 CRA LOCAL TRAVEL	1,000.00	.00	.00	.00	1,000.00
180-5500-515-150 515342 CRA MINUTES PROCESSING	2,000.00	.00	.00	.00	2,000.00
180-5500-515-150 515343 CRA STATE ADMIN FEE	175.00	.00	.00	.00	175.00
180-5500-515-150 515110 CRA SALARIES - EXECUTIVE	54,366.00	3,269.23	.00	40,538.46	13,827.54
180-5500-515-150 515120 CRA SALARIES - REGULAR	95,831.00	7,526.92	.00	67,651.91	28,179.09
180-5500-515-150 515140 CRA SALARIES - OVERTIME	500.00	.00	.00	3.09	496.91
180-5500-515-150 515210 CRA FICA	12,419.00	818.32	.00	8,802.39	3,616.61
180-5500-515-150 515220 CRA RETIREMENT	19,334.00	.00	.00	.00	19,334.00
180-5500-515-150 515230 CRA LIFE AND HEALTH	17,363.00	.00	.00	.00	17,363.00
180-5500-515-150 515312 CRA OTHER PROFESSIONAL SRVC	100,000.00	2,500.00	19,198.33	35,099.25	45,702.42
180-5500-515-150 515340 CRA OTHER CONTRACTED SRVCS	302,000.00	.00	2,815.00	8,888.75	290,296.25
180-5500-515-150 515400 CRA TRAVEL & PER DIEM	11,675.00	.00	722.44	-722.44	11,675.00
180-5500-515-150 515420 CRA POSTAGE	1,000.00	.00	.00	.00	1,000.00
180-5500-515-150 515480 CRA PROMOTIONAL ACTIVITIES	50,000.00	.00	3,098.86	11,997.33	34,903.81
180-5500-515-150 515493 CRA GENERAL EXPENSES	.00	.00	525.00	400.00	-925.00
180-5500-515-150 515540 CRA PUB/SUBS/MEMBERSHIPS	2,000.00	.00	.00	1,245.00	755.00
180-5500-515-150 515541 CRA EDUCATIONAL COSTS	5,000.00	.00	890.00	110.00	4,000.00
180-5500-515-150 581921 CRA FUND BALANCE RESERVE	.00	.00	.00	.00	.00
180-5500-515-150 513470 CRA PRINTING & BINDING	2,500.00	.00	.00	.00	2,500.00
180-5500-515-150 515510 CRA OFFICE SUPPLIES AND EXPE	1,000.00	.00	.00	600.85	399.15
180-5500-515-150 515130 CRA SALARIES - PART TIME	.00	.00	.00	.00	.00
180-5500-515-150 515320 CRA ACCOUNTING & AUDITING	24,000.00	.00	11,025.00	5,020.00	7,955.00
180-5500-515-150 515492 CRA ADVERTISING	7,500.00	.00	1,985.00	4,998.80	516.20
180-5500-515-150 515448 CRA RENTAL EXPENSE - TCO	5,000.00	.00	.00	.00	5,000.00
180-5500-515-150 514370 CRA LEGAL COUNSEL COSTS	35,000.00	.00	.00	4,530.00	30,470.00
180-5500-515-150 581950 CRA CRA RESERVE	50,000.00	.00	.00	.00	50,000.00
180-5500-515-150 515391 CRA REIMBURSTMENT - ADM COST	35,000.00	.00	.00	.00	35,000.00
180-5500-515-150 515462 CRA REIMBURSTMENT - TOWN	.00	.00	.00	.00	.00
180-5500-515-150 515464 CRA ADMIN REIMB GENERAL FUND	.00	.00	.00	.00	.00
180-5500-515-150 515468 CRA ADMIN REIMB TOWN CENTER	.00	.00	.00	.00	.00
180-5500-515-150 515441 CRA INFORMATION TECH CHARGES	.00	.00	.00	.00	.00

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FUND - 180 - CRA FUND

ORGANIZATION / ACCOUNT / TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE
180-5500-515-150 515341 CRA COUNTY ADMINISTRATIVE FE	8,438.00	.00	.00	.00	8,438.00
180-5500-515-150 515442 CRA INSURANCE CHARGES - RISK	10,000.00	.00	.00	.00	10,000.00
180-5500-515-150 515321 CRA REIMBURSEMENT - W & S	.00	.00	.00	.00	.00
180-5500-515-150 515543 CRA TRUST ACCOUNT	.00	.00	.00	.00	.00
180-5500-515-150 515542 CRA APPRENTICESHIP TRAINING	150,000.00	.00	.00	.00	150,000.00
180-5500-515-150 515544 CRA COMMERCIAL GRANTS	400,000.00	.00	.00	.00	400,000.00
180-5500-515-150 515545 CRA HOME OWNER/RENT ASSNT	240,000.00	.00	29,996.52	62,226.48	147,777.00
180-5500-515-150 5776002 CRA FARMER'S MARKET	20,000.00	.00	.00	.00	20,000.00
TOTAL ACTIVITY - COMPHREHENSIVE PLANNING	4,087,208.00	14,114.47	1,025,033.74	251,593.87	2,810,580.39
TOTAL FUNCTION - ECONOMIC ENVIRONMENT	4,087,208.00	14,114.47	1,025,033.74	251,593.87	2,810,580.39
TOTAL FUND - CRA FUND	4,087,208.00	14,114.47	1,025,033.74	251,593.87	2,810,580.39
TOTAL REPORT	4,087,208.00	14,114.47	1,025,033.74	251,593.87	2,810,580.39

Opa-locka, Community Redevelopment Agency
Housing Assistance Program – April 13, 2023

Rental Assistance

1. Anderson, S - July	\$ 1,336.57
2. Auguste, L – Jan, Feb, Mar	3,000
3. Builes Certuche, M – May, June, July	2,016
4. Castro-Fontes, K – Mar, Apr	3,000
5. Colon, V – Oct, Nov, Dec	2,700
6. Cruz, S – Apr	1,600
7. Charlton, D – Jan, Feb	1,916
8. Ducasse, M - Apr	1,071
9. Ducasse, M – May	1,916
10. Edie, D – Sep, Oct, Nov	3,000
11. Garvin, F – March, April	2,300
12. Iglesia, R – Feb, Mar, Apr	3,000
13. Inorose, D – June, July	3,000
14. Jones, R – Eviction	5,752
15. Lawson, T – Sep, Oct, Nov	3,000
16. Manigault, A – May	1,750
17. Mansfield, M – Oct, Nov, Dec	3,000
18. Martinez, M – Feb, Mar	3,000
19. Mejia, D – March	1,900
20. Montalvo, A – Apr, May, June	3,000
21. Mullings, R – May, June, July	2,540
22. Smith-Thomas, N – Mar, Apr	2,700
23. Thomas, K.K - July	1,520
24. Zelaya, N – April, May	3,000
25. Moya, Alberto	6,000
26. Johnson, D. – July, Aug	1,725
27. Benton, Beverly – May, Jun, July	2,541
28. Thomas, Kieara - Aug	1,480
29. Dukes, Cassandra – Jun, Jul, Aug	<u>4,690</u>
	\$77,435.57

Mortgage Assistance

1. Jadotte, S	\$ 2,513.52
2. Jones, T - Apr	1,061.00
3. Pollydore, E - Apr, May	2,716.09
4. Jones, T – May, June	<u>1,902.00</u>
	\$ 8,229.61

City of Opa-locka boundary