

City of Opa-locka

*City of Opa-locka Government Center
780 Fisherman Street, 3rd Floor
Opa-locka, FL 33054*



COMMUNITY REDEVELOPMENT AGENCY Agenda

**Tuesday, March 12, 2024
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
March 12, 2024
6:00 PM

1. **CALL TO ORDER:**

2. **ROLL CALL:**

3. **MOMENT OF SILENCE:**

4. **PLEDGE OF ALLEGIANCE:**

5. **ADD-ON ITEM(S)**

6. **APPROVAL OF MINUTES:**

OCRA REGULAR MEETING MINUTES - NOVEMBER 14, 2023

OCRA REGULAR MEETING MINUTES - JANUARY 23, 2024

7. **PUBLIC COMMENTS:**

8. **RESOLUTIONS:**

1. **A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT DISTRICT COMMUNITY REDEVELOPMENT AGENCY ("CRA") AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE CITY OF OPA-LOCKA POLICE FOR ENHANCED POLICING SERVICES IN THE FORM OF INCREASED SURVEILLANCE CAMERAS AND ADDITIONAL POTENTIAL SAFETY MEASURES WITHIN THE REDEVELOPMENT AREA ("PROGRAM"); FURTHER AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO ALLOCATE FUNDS IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) ("FUNDS"), FOR THE PROGRAM; FURTHER AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO EXECUTE ALL DOCUMENTS NECESSARY, ALL IN FORMS ACCEPTABLE TO THE GENERAL COUNSEL FOR THE PROGRAM; ALLOCATING FUNDS FROM OPA-LOCKA CRA'S TAX INCREMENT FUND, ENTITLED "INTERFUND TRANSFERS," ACCOUNT CODE NO.[account number] ; PROVIDING FOR**

INCORPORATION OF RECITALS AND PROVIDING FOR AN EFFECTIVE DATE.

2. **A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY (“CRA”), AUTHORIZING AN INTERLOCAL AGREEMENT BY AND BETWEEN THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY AND THE CITY OF OPA-LOCKA FOR THE PROVISION OF CODE ENFORCEMENT SERVICES AND TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PROVISION OF SUCH SERVICES, PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**
3. **A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY (“CRA”), AUTHORIZING THE EXECUTIVE DIRECTOR TO FACILITATE AND EXECUTE THAT CERTAIN LICENSE AGREEMENT WITH THE LICENSED PROPERTY IN COMPLIANCE WITH THE “COMMERCIAL FAÇADE IMPROVEMENTS PROGRAM” AND TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PROGRAM, PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**
4. **A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY (“CRA”), AUTHORIZING THE EXECUTIVE DIRECTOR TO FACILITATE AND EXECUTE THAT CERTAIN FAÇADE GRANT PROJECT DESIGN AND MANAGEMENT SERVICES AGREEMENT FOR THE IMPLEMENTATION OF THE “COMMERCIAL FAÇADE IMPROVEMENTS PROGRAM” AND TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PROGRAM, PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**
5. **A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AND FACILITATE THE DEVELOPMENT INCENTIVE ASSISTANCE AGREEMENT WITH PALMETTO HOMES, INC. TO INCLUDE IMPROVEMENTS FOR CERTAIN DEEDED SITES, PROVIDE PROGRAM ADMINISTRATION OF THE OCRA DEVELOPMENT INCENTIVE ASSISTANCE PROGRAM PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

9. FINANCIAL REPORT:

1. **GREATER MIAMI SERVICE CORPS INVOICE**
2. **WELLSPRING APARTMENT \$25,000 DEMOLITION REQUEST**
3. **FORMER WATER UTILITY SITE**
4. **UPDATE ON 14401 NW 27 AVENUE**

5. PURCHASE OF 391 OPA-LOCKA BOULEVARD - APPRAISAL

10. BOARD COMMENTS:

11. ADJOURNMENT:

All interested persons are invited to attend this meeting, For additional information, please contact the Opa-locka Community Redevelopment Agency Interim Board Clerk Joanna Flores at 305.953.2800.

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
OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY
NOVEMBER 14, 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 6:14 p.m. on Tuesday, November 14, 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 (arr. 6:30 via Zoom), Board Member Natasha L. Ervin, and Board Member Joseph L. Kelley. Also present were CRA Executive Director Jason Walker, Board Attorney Marlon Hill, and Interim Board Clerk Joanna Flores.

Absent Board Members: Board Member John Taylor and Board Member Veronica Williams.

3. INVOCATION:

Chair Russell gave the Invocation.

4. PLEDGE OF ALLEGIANCE:

All present stood for the Pledge of Allegiance.

5. ADD-ON ITEMS:

CRA Executive Director Jason Walker stated that the Board may choose to address or defer a \$60,000 development assistance grant for Walthour Enterprises, LLC for construction of a duplex property on Jones Street.

Motion made by Board Member Kelley, seconded by Board Member Ervin, to add this to the Agenda. In a roll call vote, the **motion** passed unanimously (4-0).

6. APPROVAL OF MINUTES:

Opa-locka Community Redevelopment Minutes – September 12, 2023

Motion made by Board Member Kelley, seconded by Vice Chair N. Williams, to approve. In a roll call vote, the **motion** passed unanimously (4-0).

Opa-locka Community Redevelopment Minutes – October 10, 2023

Motion made by Board Member Kelley, seconded by Vice Chair N. Williams, to approve. In a roll call vote, the **motion** passed unanimously (4-0).

7. PUBLIC COMMENTS:

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

8. RESOLUTIONS:

- 1. A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO ENTER INTO A CONSULTANT AGREEMENT WITH SANDY DORSAINVIL (“CONSULTANT”) TO PROVIDE SENIOR PROJECT MANAGEMENT SERVICES TO THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY’S ADMINISTRATIVE OFFICE AND PROJECT MANAGEMENT FUNCTIONS, IN AMOUNT NOT TO EXCEED FORTY-TWO THOUSAND DOLLARS (\$42,000.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

Motion made by Board Member Kelley, seconded by Vice Chair N. Williams, for discussion.

Mr. Walker advised that interviews have been held for various office positions within the CRA. There were three vacant positions: CRA Manager, CRA Project Coordinator, and CRA Administrative Assistant. The Administrative Assistant position was filled at the October 2023 Board meeting. He is now requesting that the Board fill the Project Manager position.

Mr. Walker explained that because the Project Manager will be subject to a consultant agreement, the City is not making a commitment to pay benefits such as health insurance. The agreement pays a flat fee for a six-month period. This position will allow the Project Manager to assist with intake for programs already underway as well as those approved at tonight’s meeting.

Board Member Kelley asked if the Project Manager would report to Mr. Walker in his capacity as Executive Director. Mr. Walker confirmed this. Board Member Kelley recommended that the Board consider provision of a cell phone in the future if the Project Manager is successful in that position.

Board Attorney Marlon Hill clarified that as an independent contractor, the Project Manager will not be working strictly for the CRA but may take on other project management services as well. If a phone is provided later on, it would need to be dedicated to the services of the CRA.

Mr. Walker introduced prospective CRA Project Manager Sandy Dorsainvil at this time. Ms. Dorsainvil provided an overview of her previous experience with other municipalities, including the cities of Miami, North Miami, and North Miami Beach.

Board Member Dr. Bass joined the meeting via Zoom at 6:30 p.m.

In a roll call vote, the **motion** passed unanimously (5-0).

2. A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, DIRECTING THE INTERIM EXECUTIVE DIRECTOR TO CONSULT WITH THE CITY OF OPA LOCKA REGARDING THE FEASIBILITY OF HIRING A CODE ENFORCEMENT OFFICER TO BE EXCLUSIVELY ASSIGNED TO THE OCRA BOUNDARIES; PROVIDING FOR AN EFFECTIVE DATE.

Motion made by Board Member Kelley, seconded by Vice Chair N. Williams, for discussion.

Board Member Kelley advised that he had requested the addition of this Resolution, which would consider hiring a dedicated Code Enforcement Officer for the CRA. This Officer would be paid from the CRA budget and would be assigned within the boundaries of the CRA to address the challenges there.

Vice Chair N. Williams requested clarification of whom the Officer would report to, as well as additional details about the reporting structure. She also asked how the Board would ensure the Officer is not also serving areas outside the CRA boundaries. Board Member Kelley explained that the Officer would serve as a consultant rather than an employee, with the intent of serving specifically within the CRA boundaries. The Board may issue directives specific to the CRA, such as having the Officer look into issues such as dumping at night.

Board Member Kelley continued that the Officer would report to the CRA Executive Director, who would provide them with assignments. The Officer would also be able to negotiate with the City. He emphasized the importance of ensuring that the CRA zone is improved and Code issues are identified and addressed. He also noted that this may not be a traditional “nine-to-five” position, and may include different shifts as needed.

Board Member Dr. Bass stated that she was supportive of the proposal, and requested clarification of the size of the CRA. It was noted that the Executive Director could provide this information at a later time.

Board Member Kelley added that he would defer to the Board Attorney with regard to the reporting structure for a CRA Code Enforcement Officer. Attorney Hill advised that further discussions with the City would determine what this internal administrative structure should be. There would need to be an agreement between the CRA and the City for the dedication of this particular service, which would be provided and funded by the CRA. Further details could be brought back to the Board members at their next meeting.

Chair Russell recalled that at a recent CRA conference, concerns had been shared regarding the establishment of Code Enforcement positions. Mr. Walker stated that he was comfortable with Code Enforcement as an appropriate use of CRA funds, and recalled that a similar CRA Code Enforcement position had been created at a municipality with which he had previous experience.

Mr. Walker acknowledged that there are questions regarding whether the CRA pays the Officer directly or reimburses the City for their salary. He concluded that more consultation with the City Manager's Office will be necessary, although he felt the concept of a CRA Code Enforcement Officer is feasible.

Chair Russell asked if the proposed position would require an inter-local agreement with the City for Code Enforcement services. Mr. Walker confirmed this. Chair Russell asserted that she was very supportive of the Resolution, as she felt a Code Enforcement Officer within the CRA would significantly enhance the Board's work.

In a roll call vote, the **motion** passed unanimously (5-0).

3. A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO ENTER INTO A CONSULTANT AGREEMENT WITH ECOSTRATA SERVICES ("CONSULTANT") TO PROVIDE SERVICES IN WRITING GRANT APPLICATION TO THE FLORIDA URBAN & COMMUNITY FORESTRY GRANT, IN AMOUNT NOT TO EXCEED FOUR THOUSAND DOLLARS (\$4,000); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Walker explained that this Resolution represents one of Vice Chair N. Williams's priorities, which is the planting of trees. Staff has identified a Florida Urban and Community Forestry grant for \$75,000. Although matching funds are not required for this grant, he recommended that the Board consider providing a match. While the grant is due on November 17, 2023, he felt it may be possible to submit the application within this time frame.

Motion made by Board Member Kelley, seconded by Vice Chair N. Williams, for discussion.

Board Member Kelley commented that tree planting and the condition of trees has been an ongoing issue for the City. Mr. Walker stated that he has spoken with City Staff about this proposed initiative. He emphasized that there would be a maintenance agreement for the continued upkeep of the trees.

Board Member Kelley noted that the Resolution calls for trees to be planted and maintained only within CRA boundaries. He felt this initiative could be successful within the smaller area of the CRA, and concluded that he was supportive of the Resolution.

Vice Chair N. Williams also emphasized the importance of planting trees in Opa-locka, as well as including a maintenance agreement for their upkeep. Board Members Dr. Bass and Ervin also expressed support for the proposed Resolution and emphasized the importance of maintenance.

In a roll call vote, the **motion** passed unanimously (5-0).

4. A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, ESTABLISHING AN INFILL HOUSING PROGRAM IN THE OCRA BOUNDARIES; PROVIDING FOR AN EFFECTIVE DATE.

Motion made by Board Member Kelley, seconded by Vice Chair N. Williams, for discussion.

Mr. Walker explained that this is a “cleanup” item related to the CRA’s development assistance program. In the past, there were no guidelines for how these funds were given to developers, nor did the program have a name. The program is now known as the Infill Housing Program and assists entities building on empty lots. The housing will have some type of affordable element.

Board Member Kelley stated that he had encouraged Mr. Walker to provide some structure to this program. One requirement will be for developers to provide a 25% match of the total project costs, which will create a shared investment. The intent is to establish a housing program within the CRA boundaries.

Vice Chair N. Williams asked if it would be possible to prioritize home ownership over rental for the Infill Housing Program. She pointed out that there is an overwhelming amount of rental housing in Opa-locka in comparison to ownership. Board Member Kelley advised that while he would not use the term “prioritize,” he felt knowing what is possible through zoning and what types of housing are compatible in the CRA area will give the CRA a greater voice in how infill housing is developed. The overall intent of the program is to create more housing.

Mr. Walker agreed with Board Member Kelley's observations, and added that he hoped to facilitate a broad program that would provide development assistance for home ownership as well as rental. He added that Staff is beginning to develop a first-time home buyer program.

Chair Russell asked if it would be possible to give extra points within the program to developers who promote home ownership. She also expressed concern with the number of rental apartments in the City, and emphasized the importance of home ownership as a stabilizing factor in the community. Mr. Walker confirmed that this would be looked into.

Board Member Dr. Bass also hoped to promote home ownership as part of the proposed program.

In a roll call vote, the **motion** passed unanimously (5-0).

5. A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO RESEARCH THE FEASIBILITY OF ESTABLISHING A BEAUTIFICATION INITIATIVE FOR PUBLIC RIGHT OF WAY IMPROVEMENTS; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Walker stated that this Item was also suggested by Board Member Kelley. He has had experience in other CRA areas in hiring street cleaning teams who were tasked with keeping the areas clean. One such initiative had provided formerly homeless persons with jobs that helped them transition into housing and earn a living wage. He felt the program could focus on assisting Opa-locka residents in a similar manner.

Mr. Walker continued that Board Member Kelley had also suggested these workers be hired as contract employees rather than adding them to the CRA's payroll. This structure would require additional deliberation. The budget for this initiative would include \$275,000 for the year, including equipment.

Board Member Kelley recalled that he had brought forward a similar initiative some years ago in which workers were hired as independent contractors for the City. The Resolution would allow the Executive Director to research various options and bring them back to the Board for consideration. The program, if adopted, can be reevaluated annually.

Chair Russell asked if a supervisor or other trainer would oversee the workers in the field. Mr. Walker confirmed this. Chair Russell asserted that she was in favor of the program.

In a roll call vote, the **motion** passed unanimously (5-0).

6. A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE EXTENSION OF PROFESSIONAL SERVICES AGREEMENT WITH BLUEPRINT CREATIVE AGENCY FOR A PERIOD OF SIX MONTHS, TO PROVIDE ECONOMIC DEVELOPMENT AND MARKETING SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

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

Mr. Walker advised that the original agreement with Blueprint Creative Agency preceded his tenure with the Board by approximately one month. When he assumed the role of Executive Director, he had requested that the agency hold off on providing any services until he could determine how they wished to proceed. He interviewed Blueprint representatives to learn about the processes they would use to complete their work.

The proposed solution would be in line with the Board's original intent for Blueprint, which would provide marketing and commercial services. Blueprint's contract was originally scheduled to expire on November 22, 2023. They have only charged the CRA for one month's work at this time.

A scope of work has been developed for the extended contract, based upon what was already approved. It will include the following:

- Provide a six-person outreach team which will contact all businesses within the CRA to survey what they want and need from City government and the CRA
- Compile the results of this survey and provide it to the CRA
- Market the CRA's programs, such as the commercial rehabilitation grant and micro-grants, to commercial businesses within the CRA to encourage their participation

Mr. Walker concluded that the Resolution would extend Blueprint's contract for an additional six months.

In a roll call vote, the **motion** passed unanimously (5-0).

It was clarified that the next Resolution was the add-on item approved earlier.

A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT WITH WALTHOUR ENTERPRISES, LLC FOR DEVELOPMENT ASSISTANCE AT PROPERTY LOCATED AT 15070-80 JAMES STREET, OPA-LOCKA, FLORIDA.

Motion made by Board Member Kelley, seconded by Board Member Ervin, to approve.

Mr. Walker recalled that a representative of Walthour Enterprises, LLC had come before the Board at a previous meeting to make a presentation. Two lots were given to a different contractor some years ago, but that entity did not take any action on them. Mr. Walthour had purchased the lots from that entity for \$110,000. Work on the property is complete and families are filling out rental applications.

Mr. Walker continued that Mr. Walthour had applied through the CRA's development assistance program, as had another contractor, Palmetto Homes. He recommended that Walthour Enterprises be provided the same assistance as Palmetto Homes, which was \$60,000 for one duplex. Mr. Walthour may also apply to the Infill Housing Program for other properties he owns within the CRA.

Mr. Walker concluded that a rent restriction will be in place for the subject property for five years. This will ensure the rent will be no higher than workforce housing levels. After that time, the owner can rent the property at whatever rate they choose. A ribbon-cutting ceremony will be scheduled for the new units, with signage identifying the CRA as a partner agency.

Chair Russell emphasized that Mr. Walthour is an Opa-locka resident who is giving back to his community by building within the CRA.

In a roll call vote, the **motion** passed unanimously (5-0).

9. FINANCIAL REPORT:

The following Items were taken out of order on the Agenda.

3. Amendment to FY 2023 OCRA Budget to move \$5000 to accounting reserve

Mr. Walker advised that a Resolution for this amendment would be brought forward at a later date. He requested a motion from the Board to remove \$5000 from the budget reserve account to the accounting services line item for fiscal year (FY) 2022-2023. These funds are needed to pay the auditors who performed the CRA's audit in that fiscal year.

Motion made by Board Member Kelley, seconded by Vice Chair N. Williams, to move \$5000 to the accounting reserve, subject to language approved by the attorneys. In a roll call vote, the **motion** passed unanimously (5-0).

4. Update on purchase of property at 14401 NW 27 Avenue

Mr. Walker recalled that the CRA had entered into a contract to purchase the subject property at a price of \$650,000. He noted that the CRA had also hoped to purchase a second property north of the subject site, but the most recent offer on that property, which was \$645,000, was declined by the seller.

Mr. Walker continued that a Phase 1 report was made for the 14401 NW 27 Avenue property. A Phase 2 environmental report is also required, as a gas station was located on the site for several years in the 1960s-1970s and contamination may be present. The cost of this report is \$20,000.

The CRA's due diligence period for the transaction, which has been extended, is scheduled to end in roughly two days. Mr. Walker has advised all parties that the matter must come before the CRA Board to determine how they would like to proceed. The cost of the Phase 2 environmental report will increase the overall purchase price of the subject property from \$650,000 to \$670,000.

Board Member Ervin asked if the seller of the subject property may be willing to split the cost of the Phase 2 report with the CRA. Mr. Walker stated that he would ask the seller if that was the Board's desire; however, he cautioned that it appeared that the seller wanted the CRA to pay for the report.

Board Member Ervin recommended that the seller be asked to share the cost of the Phase 2 environmental report, pointing out that the CRA has offered to pay the rate at which the property was appraised.

Attorney Hill stated that the Board has the following options:

- Ask the seller to split the cost of the Phase 2 report
- Cancel the contract for purchase
- Pay the cost of the Phase 2 report
- Request an additional extension to the contract

Board Member Kelley expressed concern that even if the cost of the report is split, contamination may be discovered on the site, which they would not know about until the Phase 2 report has been completed. He asked if the CRA's preliminary agreement for the purchase would allow them to cancel the contract if contamination is discovered, or if they would be committed to proceeding, irrespective of the report's findings. Mr. Walker stated that it was his recollection that the window for cancellation of the contract is still open.

Board Member Kelley observed that if the seller is willing to split the cost of the report, and the contract is cancelled due to the report's findings, the CRA would only lose the split cost. If they must pay the full cost of the report and the contract is cancelled, they would lose the full cost of the due diligence.

Chair Russell asked if the completed Phase 1 report suggested that there had been underground materials on the subject property during a given time frame. Mr. Walker replied that there had been no conclusion of this from the Phase 1 report, which was why the Phase 2 report was necessary. Chair Russell recommended that the Board also keep in mind the fact that if the Phase 2 report shows a history of hazardous

materials on the site, there will be additional costs associated with mitigating the site, and they will need to consider whether or not to proceed with the purchase at that point. She also pointed out that cleanup of contaminated sites is part of the CRA Plan.

Chair Russell asked if the Executive Director felt the CRA would be granted an additional extension. Mr. Walker replied that the CRA has already received one to two extensions, and that the seller wants to close on the sale as soon as possible.

Attorney Hill advised that he was in favor of Board Member Ervin's proposal that the seller share in the cost of the Phase 2 report. Board Member Kelley suggested that if the seller was not willing to share this cost, the Board should hear direction regarding how to proceed with regard to the Phase 2 report.

Mr. Walker requested clarification of whether or not the Board was willing to authorize the \$20,000 cost of the study if the seller did not agree to split this cost. Vice Chair N. Williams recommended that if the seller does not split the cost, the Board should proceed with paying the full cost of the Phase 2 report. She emphasized that control of the subject property would provide a significant opportunity for the CRA in the long term.

Board Member Dr. Bass also agreed that the CRA should proceed with the Phase 2 report in any case, but asked if there was a price cap on how much the CRA is willing to pay.

Attorney Hill stated that the **motion** should provide the Executive Director with some flexibility to choose what is in the best interest of the Board.

Motion made by Board Member Ervin, seconded by Vice Chair N. Williams, to direct the Executive Director to entertain the sharing of the cost between the CRA and the seller of the Phase 2, \$20,000; to entertain whether or not it is in the interest of the CRA to pay for that cost in the alternative; and at the same time, to entertain the extension of the contract for the consideration of paying that cost, and also, if it is in the best interest of the CRA, to also entertain cancelling the contract.

In a roll call vote, the **motion** passed unanimously (5-0).

1. Main Street Program – Regina Silas

Regina Silas, President of Main Street Opa-locka, explained that this organization plans to revitalize the City's Downtown district, beginning with green space in the area adjacent to City Hall. This aligns with the CRA's intention to plant more trees. Ms. Silas felt the two entities can collaborate on this effort.

Ms. Silas addressed the potential allocation of \$25,000 by the CRA Board, which was intended to start Main Street Opa-locka by creating a plan. The organization has established a strategy and has already begun applying for grants. They hope to bring in

a full staff in order to activate a plan, which would include housing assistance, events, and signage for the Downtown area as part of the Florida Main Street program.

Board Member Kelley stated that he was not currently clear on what the proposed \$25,000 allocation would produce. He requested additional information on how the Main Street program would positively impact the community. Ms. Silas advised that Main Street Opa-locka will bring revitalization to the Downtown district and assist its businesses. They will provide signage, as well as programs for storefronts and similar business assistance.

Ms. Silas added that she had also sent a copy of the strategy plan to the Executive Director's Office, along with a budget for how Main Street Opa-locka could get started.

Vice Chair N. Williams commented that she was familiar with the Florida Main Street program in general, and recommended that Ms. Silas communicate further with the Executive Director, as some of Main Street Opa-locka's plans may include items on which the CRA is also working. She explained that the CRA would like more information on what Main Street Opa-locka hopes to accomplish and how their work can complement that of the CRA.

Chair Russell stated that she would like to see Main Street Opa-locka's plan. She also requested clarification of whether or not the Board has voted on the proposed \$25,000 allocation in the past. It was confirmed that there had been a budget line item for the allocation. Board Member Kelley added that he had not fully understood the connectivity between the two organizations, and agreed with the Chair and Vice Chair that he would like to see Main Street Opa-locka's plan.

Chair Russell advised that Main Street Opa-locka appeared to be planning some of the same programs and seeking some of the same goals as the CRA. For this reason, she stated that she had asked the Executive Director to provide a set of deliverables for what Main Street Opa-locka plans to do versus what the CRA would like to do. This would ensure there is no duplication of services. She agreed that the Executive Director and Ms. Silas should meet to discuss this further.

Board Member Kelley requested clarification of when the allocation for Main Street Opa-locka would begin. Vice Chair N. Williams recalled that the Board had wanted the organization to present their plan before including an allocation to Main Street Opa-locka in the CRA's budget.

Ms. Silas advised that the state of Florida has provided Main Street Opa-locka with \$10,000 for technical assistance. The state will also match the \$25,000 from the CRA if it is provided.

Mr. Walker noted that Main Street Opa-locka is a new organization, and its first funding allocation, aside from the \$10,000 from the state, would come from the CRA. He also

wished to vet the organization and its plan further to determine how the Board's money would be used. There is currently no money behind the projects listed in the plan provided to the Executive Director, which meant it would be up to Main Street Opa-locka and the CRA Board to decide how the CRA's proposed contribution would be used.

Mr. Walker added that Main Street Opa-locka's budget for the current fiscal year appeared to be \$95,000. Ms. Silas confirmed this amount. Mr. Walker asked how the programs would be put into place if the organization does not have a full budget to carry it through. He acknowledged that the CRA has sufficient funds to provide the requested \$25,000 if that is the Board's desire.

Ms. Silas advised that Main Street Opa-locka's work plan and strategy plan are two different documents. The strategy plan is in place; however, the organization still needs a work plan so they can move forward.

It was determined that the Executive Director and Ms. Silas would meet for further discussion of how the CRA's \$25,000 allocation would be spent, and the Executive Director would bring back a recommendation to the Board on how to proceed.

2. Greater Miami Service Corps – Deborah Dorsett

Deborah Dorsett, representing the Greater Miami Service Corps, thanked the Board for the opportunity to assist the CRA in their housing rehabilitation program.

Ms. Dorsett explained that the young people who will provide services through the Greater Miami Service Corps are between the ages of 18 and 24. The Corps assists them with goals such as obtaining GEDs, high school diplomas, or with industry training. They are a pre-apprenticeship program, which allows participants to be certified in construction and construction labor, hospitality, health care, and information technology (IT).

Ms. Dorsett continued that there are currently three homes which are being rehabilitated by the Greater Miami Service Corps. The agreement for this work was signed on June 20, 2023, and has been extended through December 31, 2023. There were some delays in starting the program, as some residents were hesitant to participate. Work includes patching, pressure cleaning, repairing exterior wood structures, roofing, painting, and landscaping. The work is determined according to the homeowners' needs.

At present, the Corps is awaiting a permit to finalize the landscaping on one of the three homes. Ms. Dorsett noted that the permitting process took a longer time than expected. She provided "before and after" photos for the subject properties, which are located at the following addresses:

- 2031 York Street
- 2055 Washington Avenue

- 1919 Wilmington Street

Addresses for which rehabilitation is pending include:

- 1991 Wilmington Street

The Corps conducted their own outreach to residents to encourage their participation in the program. Ms. Dorsett further clarified that in 2021, the Corps worked with the City's Parks Director, who had assisted them in getting referrals.

Board Member Kelley asked how the work done by youth in the program is supervised. Ms. Dorsett replied that trained supervisors transport the team to the locations and supervise their work through completion. City permitting officials also review the work.

Board Member Kelley also requested additional information on permitting delays. Ms. Dorsett explained that the initial permits for the projects took over a month to obtain, although the most recent permit was issued in two days. Permitting depends upon the work to be done: for example, painting and landscaping work would require two separate permits.

Board Member Kelley further noted that of the program's \$10,000 allocation per home, \$8000 goes toward the actual improvements on the property and \$2000 to the program itself. Ms. Dorsett confirmed this.

Board Member Kelley requested information on how properties are selected for the program. Ms. Dorsett advised that the Greater Miami Service Corps offers to make improvements on behalf of the Opa-locka CRA. Board Member Kelley stated that he felt there should be greater identification of the CRA's role in providing the service. He also had questions regarding the delay in permitting, as well as about the quality of the work.

Chair Russell noted that the Corps will make improvements to 10 homes, which means there are seven homes remaining. Their contract will expire on December 31, 2023. Ms. Dorsett requested that the Board consider an extension to the contract, as it may be difficult to complete work on all 10 homes by this date, due to the upcoming holidays.

Vice Chair N. Williams asked if the remaining seven homes have been identified. Ms. Dorsett stated that they will need to identify four more homes. This requires outreach to homeowners, applications and documentation, and selection of details such as paint colors. She felt an additional month would be helpful. Vice Chair N. Williams suggested that a member of CRA Staff may be able to assist with outreach.

Chair Russell requested guidance from Mr. Walker regarding the program, recalling that one extension has already been granted. She was not certain that the CRA should assist in the outreach process if outreach was part of the original contract with the Corps. Mr. Walker pointed out that the program will only serve a total of 10 homes, of which only four have yet to be identified.

Chair Russell asked if CRA Staff is vetting the applications for the program. Ms. Dorsett clarified that Greater Miami Service Corps staff is performing this review.

Mr. Walker stated that CRA Staff will work with the Corps to identify homes for the program. He recommended providing the group with another month in which to complete their work.

Board Member Kelley advised that he would grant the extension due to the time it may take to secure permits for the work, which must be done through the City. He asked how the Board might be able to help spread the word about the program to eligible homeowners within the CRA. Chair Russell reiterated the Vice Chair's earlier suggestion that CRA Staff may be able to work with the Greater Miami Service Corps to identify the final four homes. She concluded that she would leave this decision to the Executive Director's discretion.

Board Member Kelley indicated that he was in favor of extending the program for another month. Vice Chair N. Williams agreed as well.

Vice Chair N. Williams asked how applications were provided to homeowners interested in the program. Ms. Dorsett replied that the Corps canvassed neighborhoods within the CRA boundaries.

Motion made by Board Member Kelley, seconded by Vice Chair N. Williams, for the additional month. In a voice vote, the **motion** passed unanimously (5-0).

5. First Time Homebuyer

6. Parks Improvement – Vice Mayor Natasha L. Ervin

7. Police Enhancement Grant

Mr. Walker requested that Items 5, 6, and 7 be deferred to the Board's December 12, 2023 meeting. The Board members agreed by consensus to this proposal.

Mr. Walker added that some information on the Police Enhancement Grant is provided in the members' backup materials, although he noted that the details of this program will need to be discussed further at the next meeting.

10. BOARD COMMENTS:

Board Member Kelley requested that the CRA consider sponsoring some type of Christmas activity, with additional discussion to follow at the next meeting. Chair Russell cautioned that the CRA's ability to sponsor events is limited, as the members were informed at the recent CRA conference.

11.ADJOURNMENT:

The meeting was adjourned at 8:34 p.m.

ATTEST:

Joanna Flores, Interim CRA Board Clerk

Jannie Russell, CRA Board Chair



**MEETING MINUTES
OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY
JANUARY 23, 2024, 6:00 P.M.**

1. CALL TO ORDER:

Vice Chair N. Williams called the City of Opa-Locka Community Redevelopment Agency Board of Directors meeting to order at 6:13 p.m.

2. ROLL CALL:

The following members of the Opa-Locka Community Redevelopment Agency (OCRA) Board of Directors were present: Vice Chair Nikisha Williams, Board Member Dr. Sherelean Bass, Board Member Natasha L. Ervin, and Board Member Veronia Williams (arr. 6:45 via Zoom). Also present were CRA Executive Director Jason Walker, Assistant Board Attorney Narinah Jean-Baptiste, and Interim Board Clerk Joanna Flores.

Absent Board Members: Chair Jannie Russell, Board Member Joseph L. Kelley, and Board Member John Taylor.

Vice Chair N. Williams noted that in the absence of a quorum, no votes would be taken on any of the Resolutions on tonight's Agenda. She requested that the CRA Executive Director present the Items to the Board members for discussion only.

3. INVOCATION:

Board Member Dr. Bass gave the Invocation.

4. PLEDGE OF ALLEGIANCE:

All present stood for the Pledge of Allegiance.

5. ADD-ON ITEMS:

None.

6. APPROVAL OF MINUTES

- **OCRA Regular Meeting Minutes – November 14, 2023**

In the absence of a quorum, minutes could not be approved at this time.

7. PUBLIC COMMENTS

None.

8. RESOLUTIONS:

CRA Executive Director Jason Walker explained that today's Agenda Items were not intended to be voted upon, as none of the Board members have had an opportunity to review them. The proposals came from CRA administration and were prepared in draft form to generate feedback. Backup materials on some of the Items are also in draft form.

Mr. Walker requested that the Agenda be amended to include a discussion regarding park improvements within the CRA. The CRA budget includes \$200,000 for park improvements.

The following Items were taken out of order on the Agenda.

5. A RESOLUTION TO ADOPT THE CITY OF OPA-LOCKA'S PROCUREMENT ORDINANCE FOR THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY.

Mr. Walker advised that this Item is a requirement for the CRA. As there are no records of this Resolution having been previously approved, it was brought forward out of an abundance of caution.

2. A RESOLUTION OF THE BOARD OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY ("CRA"), RATIFYING, APPROVING, AND CONFIRMING THE INTERIM EXECUTIVE DIRECTOR'S RECOMMENDATION AND FINDING THAT COMPETITIVE NEGOTIATION METHODS AND PROCEDURES ARE NOT PRACTICABLE OR ADVANTAGEOUS; WAIVING THE REQUIREMENTS FOR COMPETITIVE SEALED BIDDING AS NOT BEING PRACTICABLE OR ADVANTAGEOUS TO THE CRA; AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE ANY AND ALL DOCUMENTS NECESSARY, ALL IN FORMS ACCEPTABLE TO THE GENERAL COUNSEL, TO ALLOCATE GRANT FUNDS IN AN AMOUNT NOT TO EXCEED \$[amount specified] FOR REHABILITATION OF THE PROPERTY LOCATED AT [property address], MIAMI, FLORIDA LOCATED WITHIN THE CRA'S REDEVELOPMENT AREA; ALLOCATING FUNDS FROM THE CRA'S FISCAL YEAR 2024-2025 BUDGET; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Walker stated that there has been significant discussion of this proposed Resolution with the City's Procurement Officer as well as with the Board Attorneys. He recalled that in October 2023, the Board established two programs:

- Micro Business Program: this program provides up to \$35,000 for small businesses which are opening or remodeling so they may make minor repairs or pay employees
- Major Rehabilitation of Commercial Facilities Program: the Board allotted \$1 million to this program for major repairs of facilities

Mr. Walker recalled that in November, CRA Staff reached out to major commercial businesses within the CRA to make external improvements to their properties. Because estimates for the proposed work may exceed the program's budget, he anticipated returning to the Board at a later date to request an increase in program funding.

Thus far, 10 businesses have been proposed for the major rehabilitation program. The properties are in strategic locations within the CRA. All potential recipients of these grant funds have either submitted their applications to the program or are in the process of doing so. Work that can be done with these grant funds includes the following:

- Hurricane impact-resistant windows
- Painting
- Roof repairs
- Parking lot repairs
- Americans with Disabilities Act (ADA) accessibility

CRA Staff has reviewed applications for the program and has explained to the applicants that they are responsible for identifying their own contractors to do the work; however, it was determined that many of the applicants are not familiar with this type of process. After further discussion with the applicants, it was determined that the CRA would handle this step for them. This will require consent, waivers, and agreements, including agreements with both property owners and the contractors.

The program will also require project management consultants for the selected construction projects in order to move the projects forward quickly. Mr. Walker noted that the request for qualifications (RFQ) process for the selection of these consultants would most likely take four to six months. With this in mind, he requested that the Board determine that this time frame is too great to make a significant impact on the community.

Mr. Walker continued that he has identified three individuals with ties to the Opa-locka community who have previously done work in the City, and has seen the quality of their previous projects. He has requested their assistance in navigating and expediting the process. These individuals would need to go through the normal qualification process, including submission of licenses and other required materials, and would be approved by the CRA Board when the projects they would oversee are individually approved as well.

When the projects are brought before the Board for approval, they would include a scope of work, a budget, bids for the work to be performed, and a project manager who would oversee and expedite the project. Project manager responsibilities would be divided between the three individuals he has identified.

Mr. Walker noted that the Board would need to waive the Procurement Code which they are scheduled to adopt at their next meeting in order to advance these projects. If the Board does not wish to make these recommended changes, the projects can go through the City's normal request for proposal (RFP) process, or the property owners can be asked to oversee their projects themselves.

Board Member Dr. Bass asked if any businesses located on Opa-locka Boulevard are located within the CRA. Mr. Walker replied that there are none.

Mr. Walker also noted that if the major rehabilitation projects go over budget, the CRA has additional funding that can be allocated to help more businesses during the current fiscal year. He clarified that while the individuals he has recommended are contractors, their role in the major rehabilitation program would be to manage the projects and processes for the applicant businesses.

Board Member Ervin requested clarification of which major rehabilitation project Mr. Walker proposed undertaking first. Mr. Walker replied that all the projects could be undertaken at the same time.

Vice Chair N. Williams thanked the Executive Director for understanding the Board's desire to move quickly and determining a way to expedite processes. She requested a completion timeline estimate for all of the projects. Mr. Walker stated that he would like to see all the projects complete by September 30, 2024.

Mr. Walker continued that the projects would require notice in the *Miami Herald*, which will cost roughly \$300 for each advertisement. This notice would provide the public with an opportunity to discuss any issues or concerns with the Board.

- 3. A RESOLUTION OF THE BOARD OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY ("CRA") AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE CITY OF OPA-LOCKA POLICE DEPARTMENT FOR ENHANCED POLICING SERVICES IN THE FORM OF INCREASED SURVEILLANCE CAMERAS AND ADDITIONAL POTENTIAL SAFETY MEASURES WITHIN THE REDEVELOPMENT AREA ("PROGRAM"); FURTHER AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO ALLOCATE FUNDS IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) ("FUNDS"), FOR THE PROGRAM; FURTHER AUTHORIZING THE INTERIM EXECUTIVE**

DIRECTOR TO EXECUTE ALL DOCUMENTS NECESSARY, ALL IN FORMS ACCEPTABLE TO THE GENERAL COUNSEL FOR THE PROGRAM; ALLOCATING FUNDS FROM OPA-LOCKA CRA'S TAX INCREMENT FUND, ENTITLED "INTERFUND TRANSFERS," ACCOUNT CODE NO.[account number] ; PROVIDING FOR INCORPORATION OF RECITALS AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Walker advised that this Resolution is also in draft form, as the CRA has not yet received all the information it needs from the Police Department. He provided an overview of the proposed program, which would give the Police Department grant funds to increase the Police presence in the Triangle area.

The proposal also includes the purchase of a camera system, which could be implemented on the streets within CRA boundaries. This system can be connected to the Police Department's existing camera system and to the Miami-Dade Emergency Operations Center (EOC).

While the CRA would pay for the purchase of these cameras, a price has not yet been determined for them. Mr. Walker characterized the \$150,000 listed as "not a real number," as the cameras are likely to cost more than this estimate. He again emphasized that the Resolution is in draft form.

The proposal would also fund overtime within the Police Department, which would go toward increased Police surveillance within the CRA. Mr. Walker encouraged the Board members to bring forward any additional policing enhancement tools they wished to see included in the agreement so those proposed tools can be included in the final Resolution.

Vice Chair N. Williams commented that while grant funds may be able to provide for one-time improvements, these dollars may not be sustainable after the first year of the program. She asked if there will be funding for later years of the proposed program, or how the CRA can help establish a path to long-term success.

Mr. Walker explained that the proposed agreement is for one year. The intent is for the funding to provide enough assistance to deal with the existing issues so they do not recur. If this happens, future grants could provide less money and focus on different issues. Mr. Walker advised that there are different ways in which the funding could establish a Police presence where it is needed within the CRA.

Vice Chair N. Williams requested that Mr. Walker ensure the Police Department is considering the sustainability of the program as negotiations continue.

4. A RESOLUTION OF THE BOARD OF THE OPA-LOCKA REDEVELOPMENT AGENCY ("CRA"), AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO ESTABLISH THE "HOMEBUYER

EDUCATION AND FINANCIAL ASSISTANCE PROGRAM” AND TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PROGRAM, PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Walker stated that the Board members’ backup materials include information on what this program could look like, but pointed out that he did not yet know what the members want from this program. He noted that there may be an educational component which would require participants to attend classes, and the members would need to establish the criteria for the program, including how much and which costs the CRA would pay.

Board Member Ervin asserted that she would like to ensure that City employees are aware of and could receive preference within the program. Mr. Walker added that the program would have to be advertised and must follow the requirements of the Fair Housing Act.

Board Member Dr. Bass asked if the program will focus on home buying within the city of Opa-locka or only within the CRA. Mr. Walker clarified that the program will only be available for properties located within the CRA. He emphasized the importance of home ownership as well as affordable housing within the target area.

Board Member Ervin suggested providing prospective home buyers with options, such as the CRA paying a portion of their mortgage, covering closing costs, a portion of the down payment, or other assistance. It was noted that the Board would have to determine how much the CRA would be willing to pay for any of these needs.

Vice Chair N. Williams observed that there is an existing first-time home buyers’ program in Opa-locka which has operated for several years. She recommended against competing with this entity, instead possibly allowing them to operate the CRA’s first-time home buyer program. She was also in favor of ensuring that City employees have an opportunity to participate in the program. Her suggestion was to use CRA funds toward buyers’ down payments or closing costs, as this would help first-time buyers compete with cash buyers and corporations that are purchasing properties.

4. A RESOLUTION OF THE BOARD OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY (“CRA”) AFFIRMING THE INTENT AND JUSTIFICATION TO CREATE A RESEARCH-BACKED GREENSPACE BEAUTIFICATION AND COMMUNITY WELLNESS PROGRAM; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Walker pointed out that there are areas within the CRA which are not maintained properly and provide opportunities for green space and beautification. These may include medians, rights-of-way, vacant lots, and other overgrown areas. The program would add and maintain native plants and trees throughout these spaces in the CRA.

Vice Chair N. Williams requested additional information on the Community Wellness Program mentioned in the draft Resolution. Mr. Walker explained that this means the community, not just the CRA, would participate in these efforts. Individuals may participate in their own yards or in community gardens as well.

9. FINANCIAL REPORT:

1. Hiring of Code Enforcement

Mr. Walker reported that he had met with Board Member Kelley as well as with the City Manager to discuss the addition of a Code Enforcement Officer who would be funded by the CRA. This Officer would be a part- or full-time employee who is tasked with enforcing Code within the CRA. This would help improve curb appeal of the area and increase Code Enforcement's presence within the CRA.

2. Update on Purchase of 14401 NW 27th Avenue

Mr. Walker stated that the CRA is closing on this building the next week; however, he would need assistance from the Board members who also serve as City Commissioners, as the closing will require a wire transfer.

Mr. Walker continued that both Phase 1 and Phase 2 environmental processes are complete and the property was sufficiently clean for purchase. Pending the wire transfer, he hoped to close on the subject property by January 30, 2024. The state has indicated they are willing to expedite their approval process.

3. Litter Buster Team / Beautification Committee

This Item is related to the final Resolution listed above. The CRA has received unsolicited proposals for this program and has had conversations with City officials and existing businesses. The intent is to identify an entity that will organize a team of 10 Opa-locka residents who would earn \$15/hour to clean Opa-locka Boulevard and Ali Baba Drive for 30 hours per week. The team would be provided with the equipment necessary to clean these streets each day. Mr. Walker estimated that the cost of this program would be approximately \$200,000 to \$250,000/year.

Board Member Dr. Bass asked if there will be an age limit for team members. Mr. Walker clarified that the team would employ individuals aged 18 and over.

Mr. Walker continued that the CRA had looked into the possibility of hiring the team members themselves, but had ultimately begun discussions with organizations throughout Miami-Dade County who could administer the program.

4. Lease OCRA Office space at 319 Opa-locka Boulevard

Mr. Walker emphasized that a CRA should operate “at the street level.” The proposed office space would place them in a location on 319 Opa-locka Boulevard. This would increase the organization’s visibility to the community. Staff is currently negotiating a lease with the property owner. Once the space has been leased, the CRA could make it available to other community groups and organizations that need meeting space.

Mr. Walker added that a small space attached to this property could be rented and activated to an entity and could participate in the Major Rehabilitation program.

5. Park Improvements

Board Member Ervin advised that many of the City’s parks have been redone, now including playground areas and exercise equipment for parents with children. She suggested the CRA park improvements could include a splash pad for children who may prefer that activity to a playground.

Board Member Ervin continued that there is space for a splash pad at Sherbondy Park. She strongly emphasized the need to rehabilitate the playground at this park and add park benches as well.

Mr. Walker stated he would reach out to the City Manager’s Office to let the City know that the CRA has funds available to improve City parks, and, if City Staff is amenable to the proposal, can bring back a Resolution addressing how park improvements could be funded.

Vice Chair N. Williams requested additional information about the costs associated with a splash pad and its maintenance. She wished to ensure that the City will be able to maintain this type of amenity into the future. She also felt the playground at Sherbondy Park should be renovated, and was in favor of providing exercise space for adults as well.

Vice Chair N. Williams asked if the CRA should consider bringing in a consultant to provide expert counsel with regard to park improvements. This type of outside counsel could assist with ideas on how to best use park space. Mr. Walker replied that he would mention this option to the City Manager.

It was also noted that parks on the City’s east side need improvements as well as those on the west side, including at least one park within the CRA boundaries.

10. BOARD COMMENTS

Board Member Ervin recalled that during the holiday season, a number of senior citizens at City events had asked if the City could assist them with improving their homes. While she was not certain whether or not these residents lived within the CRA

boundaries, she noted that beautification is already underway for 10 homes in the CRA, and asked if the CRA can provide improvements for senior citizens.

Mr. Walker replied that CRA residents who are seniors can be assisted. Miami Service Corps is working to provide cosmetic residential improvements, such as landscaping, to the 10 homes approved for their program. There is currently no more comprehensive residential program to assist seniors, but CRA Staff is looking into this type of program for the future. Board Member Ervin requested that this program be brought back before the Board for discussion and/or approval at a subsequent meeting.

11.ADJOURNMENT

The meeting was adjourned at 7:14 p.m.

Jannie Russell, CRA Board Chair

ATTEST:

Joanna Flores, Interim CRA Board Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE OPA LOCKA REDEVELOPMENT DISTRICT COMMUNITY REDEVELOPMENT AGENCY (“CRA”) AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE CITY OF OPA LOCKA POLICE FOR ENHANCED POLICING SERVICES IN THE FORM OF INCREASED SURVEILLANCE CAMERAS AND ADDITIONAL POTENTIAL SAFETY MEASURES WITHIN THE REDEVELOPMENT AREA (“PROGRAM”); FURTHER AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO ALLOCATE FUNDS IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) (“FUNDS”), FOR THE PROGRAM; FURTHER AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO EXECUTE ALL DOCUMENTS NECESSARY, ALL IN FORMS ACCEPTABLE TO THE GENERAL COUNSEL FOR THE PROGRAM; ALLOCATING FUNDS FROM OPA LOCKA CRA'S TAX INCREMENT FUND, ENTITLED “INTERFUND TRANSFERS,” ACCOUNT CODE NO.[account number] ; PROVIDING FOR INCORPORATION OF RECITALS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Opa Locka Redevelopment District Community Redevelopment Agency (“CRA”) is responsible for carrying out community redevelopment activities and projects within the Opa Locka Redevelopment Area (“Area”) in accordance with the 2011 Opa Locka CRA Redevelopment Plan (“Plan”); and

WHEREAS, Section 163.335, of the Community Redevelopment Act of 1969, (the “Act”), states that the existence of slum and blighted areas greatly contributes to the spread of disease and crime causing economic and social burdens to the community, thereby negatively affecting the tax base and impairing sound growth within the community; and

WHEREAS, Section 163.340(23) of the Act further provides a means for community redevelopment agencies to address crime through “community policing innovations” which is defined as “policing technique or strategy designed to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or intensified motorized patrol”; and

WHEREAS, the Interim Executive Director wishes to begin negotiations with the City of Opa Locka (“City”) regarding enhanced baseline police services for fiscal year FY 24 — 25; and

WHEREAS, the Program’s intent is to improve public safety by providing services, including but not limited to increased camera surveillance; and

WHEREAS, these targeted areas are within the boundaries of the Opa Locka CRA District; and

WHEREAS, the Board of Commissioners wish to authorize funding for the Program in an amount not to exceed one hundred and fifty thousand dollars (\$150,000.00“Funds”) for the Program; and

WHEREAS, the Interim Executive Director is requesting authority from the Board of Commissioners to negotiate and execute an agreement, included all documents necessary, all-in forms acceptable to the General Counsel for the Program; and

WHEREAS, the Board of Commissioners finds that the adoption of this Resolution would further the aforementioned redevelopment objectives.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE OPA LOCKA REDEVELOPMENT DISTRICT COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF OPA LOCKA, FLORIDA:

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

Section 2. The Interim Executive Director is hereby authorized to negotiate and execute an agreement, in a form acceptable to the General Counsel, with the City of Miami for the Program.

Section 3. The Interim Executive Director is hereby authorized to allocate the Funds from the CRA Tax Increment Fund, entitled “Interfund Transfers” [fund account number] to the City for the Program.

Section 4. The Interim Executive Director is further authorized to execute all documents necessary, all-in forms acceptable to the General Counsel for the Program.

Section 5. EFFECTIVE DATE

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2024.

Jannie Russell, OCRA Chair

Attest to:

Approved as to form and legal sufficiency:

Jason Walker
Director

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 Williams	(Yes) _____	(No) _____
Board Member Williams	(Yes) _____	(No) _____
Chairperson Russell	(Yes) _____	(No) _____



The City of Opa-locka **POLICE DEPARTMENT**



"Committed to professionalism and community partnership."

CITY OF OPA-LOCKA ENHANCED SERVICES

OPERATIONAL PLAN

SITUATION:

According to the most recent status of the police hiring report, the City of Opa-locka Police Department currently employs 1 sworn officer for every 320 inhabitants. This means that there are 50 times more residents than police officers in the area. This places the City of Opa-locka in the 16 percentile in Miami-Dade County in terms of sworn members per 1,000 inhabitants. The demands of the City of Opa-locka Police Department in comparison to its demographics, require a higher level of service and therefore, a higher ratio of officers to inhabitants.

The City of Opa-locka Community Redevelopment Agency (CRA) boundaries encompass approximately three (3) police zones (1, 2, & 4). Our department normally staffs each zone with 1 officer per zone each shift, for a total of 6 officers in the CRA areas per 24-hour period. Additionally, the Uniform Patrol Division unit has 1 sergeant and 4 officers per shift to patrol the entire 4 zones of the City of Opa-locka. This section should include efforts we have made to increase the "hot spots" for "high visibility."

These 3 zones are plagued by frequent instances of open narcotics activity, aggravated assaults, armed robberies, trespassing, loitering, and prostitution. In addition, these zones experienced an increase in the population of homeless persons resulting in other quality of life issues that are negatively impacting the law-abiding citizen who lives, works, plays, and visits the businesses in the City of Opa-locka CRA area and its surrounding parks and neighborhoods.

An analysis revealed, though widespread, that these incidents are primarily occurring within specific areas of the community. The areas of concern are the area of NW 151 Street northern boundary south to 135 Street. NW 17th Avenue east boundary to NW 42 Avenue west boundary. Based on the analysis, day shift are

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affected with most of the incidents occurring during the 6:00 a.m. & 6 p.m.

OPA-LOCKA CRA MISSION:

The provision for enhanced police services is a service-oriented effort, in a problem-solving team capacity, to establish and support working partnerships with the City of Opa-locka CRA, residents, business owners, and the homeless outreach programs.

OPA-LOCKA POLICE DEPARTMENT MISSION

It is the mission of the Opa-locka Police Department to provide the highest quality of life for our residents and visitors. The goal of this police-enhanced services operation is to reduce the crimes occurring in the targeted areas, with a goal to prevent, intervene, deter, and apprehend criminals.

City of Opa-locka Police personnel providing enhanced police services pursuant to this operational plan will exercise “zero tolerance” for the duration of this operation within the CRA boundaries. Our intention in the execution of this plan is not to impede upon anyone’s civil liberties. Still, we will endeavor to reduce or alleviate the widespread variety of crimes that are occurring within the CRA boundaries. We will identify and engage the criminal element that preys upon residents, business owners, and visitors of this community.

This operational plan will employ a “ZERO TOLERANCE” policy for violations of the “drug-free” zone, with emphasis on the possession and/or sales of narcotics and narcotic paraphernalia, and the unlawful possession of firearms. Zero tolerance means that a violation of the law will be met with a sanction, judging situations on a case-by-case basis. However, those violations of the law that are relative to violent crimes and narcotics activity will be addressed through apprehension.

ACTION PLAN: (RESPONSE)

Community Involvement: Officers will continue to interact with all citizens in the area making positive community contacts, and improving police-citizen relationships, while educating the citizens

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on the police department’s goals and objectives. They will also concentrate on developing solutions to problems in the area and increase trust in the Opa-locka Police Department.

Enforcement: All operations and possible targets will be identified, organized, and approved by the Patrol Division Commander. All personnel assigned to work in this operation pursuant to the Opa-locka CRA agreement for enhanced police services will take orders under the same policy structure and guidelines currently in place by the City of Opa-locka Police Department. All Departmental Orders, Standard Operating Procedures, and policies will apply to all members assigned to work to the Opa-locka CRA enhanced police services agreement. No member of the Opa-locka CRA Board will direct or guide any police action(s) in any manner, or any police officer assigned to the CRA boundaries area pursuant to this enhanced service agreement. Any concerns or issues pertaining to crime or police services within the Opa-locka CRA boundaries area must be directly addressed to the Patrol Division Commander for a determination of proper legal police action.

The Patrol Division Commander’s Officers will continue to have a zero-tolerance approach to the criminal element in the area. They will concentrate on arresting all violators of narcotic sales and use in the area, as well as arresting those who trespass and loiter in and around the apartment buildings, houses, and parking lots. Individuals coming into the area to commit crimes and deteriorate the quality of life for those who live in the area will be constantly opposed.

A three-prong approach will be employed to address issues, which currently exist in the community:

*Through consistent and daily proactive enforcement by engaging the street level criminals and providing the homeless with placement through outreach services and assistance programs.

*Establishing greater interaction with the youth through community partnerships and mentoring.

*Educate the community in the operation of police activities.

During the enforcement activities, officers will be highly proactive. The primary goal is to achieve a significant reduction in crimes by deterring social gatherings on street corners and known locations where narcotic sales are known to be conducted and robberies that

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occur on street corners. The officers will provide a high concentration on the “hot spots” where life-threatening concerns have been identified. The officers will be assigned to specific locations for accountability.

Requesting funding to purchase Video Surveillance & License Plate Reading (LPR) camera equipment will be purchased and installed in strategic CRA areas to monitor through our Real Time Crime Center (RTCC). The vendor Flock Safety is a partner vendor with our current Red-Light Camera Vendor.

All of Flocks Safety products are sold on an annual subscription model and that annual cost includes everything you need to operate the system effectively from hardware, support, LTE charges, unlimited users and Data storage. Flock handles everything from implementation, maintenance, support permitting and project management.

Condor Video plus LPR - \$4500 per year with a one-time install fee of \$750. No Solar Option. Must be installed on existing city pole or customer provided pole with power available.

Flock will provide the proprietary websites, and equipment that will provide real time monitoring of hot spot areas along with data such as, stolen, wanted, felony, suspect, and vehicles. This equipment can also assist our investigations to narrow possible suspects and vehicles that might have been involved in a crime within the CRA areas.

The equipment has been proven to be invaluable in crime solving and prevention within our city along with assisting other agencies with data linking of suspects committing crimes in surrounding areas.

The City of Opa-locka

POLICE DEPARTMENT

"Committed to professionalism and community partnership."

STAFFING:

COMMANDER: A/Captain Cory Krotenberg

LIEUTENANT: A/Lt. Lawrence Holborow

SUPERVISOR: 1 SGT (T.B.A.)

PERSONNEL: 4 Police Officers (T.B.A.)

EVENT DATE: November 15, 2023

LOCATION: CRA Zone

UNIFORM: Class "B"

EVENT TIME: T.B.A.

ROLL CALL TIME: T.B.A.

COMMUNICATION: MDPD Northwest District frequency

PAYROLL CODE: City of Opa-locka Finance Department

CONTINGENCY PLAN:

Should an emergency arise, personnel are to respond as emergency backup to render assistance. If more officers are required, the supervisor shall contact request additional officers from surrounding municipal agencies as well as MDPD.

EMERGENCY ACTION PLAN:

In the event an injury occurs to an officer or prisoner, Miami-Dade Fire Rescue (MDFR) will be requested. In the case of an escaped prisoner, the officer will immediately advise the dispatcher so that a perimeter can be established. The on duty shift supervisor will also be immediately notified, and the sergeant will assume the role as scene commander of any perimeter or scene until a higher-ranking

The City of Opa-locka

POLICE DEPARTMENT

"Committed to professionalism and community partnership."

officer assumes command. Current emergency guidelines are to be followed using the Incident Command System should any

incident evolve into a critical incident. An Incident Commander shall be immediately recognized and assume command and a command post established.

PREPARED AND APPROVED BY: _____
A/Captain Marcos Gonzalez

DIVISION COMMANDER: _____
A/Captain Cory Krotenberg

CHIEF OF POLICE: _____
Kenneth D. Ottley

RESOLUTION NO. 24-_____

A RESOLUTION OF THE BOARD OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY ("CRA"), AUTHORIZING AN INTERLOCAL AGREEMENT BY AND BETWEEN THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY AND THE CITY OF OPA-LOCKA FOR THE PROVISION OF CODE ENFORCEMENT SERVICES AND TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PROVISION OF SUCH SERVICES, PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Opa-Locka CRA ("OCRA") seeks to undertake certain activities which it is empowered to pursue pursuant to Chapter 163, Florida Statutes, at the most efficient, effective, and cost beneficial manner; and

WHEREAS, the City of Opa-Locka (the "CITY") has employed professional staff; and

WHEREAS, CITY staff time and expertise in areas such as code enforcement can be beneficially utilized in the daily administration of OCRA and assist the OCRA with the goal of the elimination of slum and blight within the CRA's community redevelopment area (the "Code Enforcement Delivery Services Program"); and

WHEREAS, CITY is willing to make available to OCRA, in accordance with the terms and conditions set forth in this AGREEMENT, code enforcement staff and materials in relation to code enforcement services; and

WHEREAS, OCRA wishes to reimburse CITY for certain expenses directly attributed to code enforcement activities undertaken by CITY and its staff on behalf of OCRA on an on-going basis; and

WHEREAS, CITY and OCRA wish to fully document any reimbursement of costs incurred by CITY while undertaking the Code Enforcement Services Delivery Program on behalf of OCRA; and

WHEREAS, this Agreement serves both a municipal and public purpose, is consistent with and furthers the OCRA's Community Redevelopment Plan, and is consistent with the requirements of Chapter 163, Florida Statutes.

WHEREAS, pursuant to this Resolution, it is the intent of the CRA's Board of Directors to authorize the Interim Executive Director of the Opa-Locka CRA to take all necessary steps to implement the Code Enforcement Services Delivery Program with the CITY, including the allocation of resources, staffing, and the development of guidelines for the delivery of code enforcement services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE OPA LOCKA COMMUNITY REDEVELOPMENT AGENCY:

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

Section 2. Establishment of Program: The Opa-Locka CRA Code Enforcement Services Delivery Program is hereby established in collaboration with the CITY, with the goal of providing code enforcement services within the OCRA boundaries for the benefit of residences and businesses.

Section 3. Program Components: The program shall include the utilization of CITY staff time and expertise in areas such as code enforcement can be beneficially utilized in the daily administration of OCRA and assist the OCRA with the goal of the elimination of slum and blight within the CRA's community redevelopment area.

Section 4. Monitoring and Evaluation: A system for tracking and evaluating the Program's effectiveness shall be implemented, with regular reviews to ensure the program meets community needs.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ **day of** _____, 2024.

Jannie Russell, OCRA Chair

Attest to:

Approved as to form and legal sufficiency:

Jason Walker
Interim
Executive
Director

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 Williams	(Yes) _____	(No) _____
Board Member Williams	(Yes) _____	(No) _____
Chairperson Russell	(Yes) _____	(No) _____

INTERLOCAL AGREEMENT
for
PROVISION OF CODE ENFORCEMENT SERVICES
BY THE CITY OF OPA-LOCKA, FLORIDA
to
THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY

This INTERLOCAL AGREEMENT (hereinafter known as "AGREEMENT" made this _____ day of _____, 2024, between the OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic created pursuant to Part III of Chapter 163, Florida Statutes (hereinafter referred to as "OCRA"), and the CITY OF OPA-LOCKA, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as "CITY").

WHEREAS, the OCRA seeks to undertake certain activities which it is empowered to pursue pursuant to Chapter 163, Florida Statutes, at the most efficient, effective, and cost beneficial manner; and

WHEREAS, CITY has employed professional staff; and

WHEREAS, CITY staff time and expertise in such areas as human resources, financial administration, building, planning and zoning, record keeping, policing, code enforcement, and public works can be beneficially utilized in the daily administration of CRA and the planning and implementation of public improvements and other projects contemplated by CRA for funding; and

WHEREAS, CITY is willing to make available to CRA, in accordance with the terms and conditions set forth in this AGREEMENT, staff, staff support and staff overhead and materials in relation to code enforcement services; and

WHEREAS, CRA wishes to reimburse CITY for certain expenses directly attributed to activities undertaken by CITY and its staff on behalf of CRA on an on-going basis; and

WHEREAS, CRA seeks to reimburse CITY for certain expenses directly attributed to activities undertaken by CITY's staff on behalf of CRA on a one-time or irregular basis; and

WHEREAS, CITY and CRA wish to fully document any reimbursement of costs incurred by CITY while undertaking approved activities on behalf of CRA; and

WHEREAS, this Agreement serves both a municipal and public purpose, is consistent with and furthers the OCRA's Community Redevelopment Plan, and is consistent with the requirements of Chapter 163, Florida Statutes.

THEREFORE, the parties in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the parties agree as follows:

SECTION 1: The above recitals are true and correct and are incorporated herein.

SECTION 2: CITY may provide code enforcement services to OCRA at OCRA's request in order to maximize efficiency and effectiveness, and take advantage of expertise of CITY's staff.

SECTION 3: CITY may provide the code enforcement services of the Code Enforcement Department for purposes of the enforcement of the City's code enforcement ordinance within the boundaries of OCRA.

SECTION 4: CITY may provide the services of CITY's Public Works staff on an as needed basis. This is to include, but not be limited to, maintenance of OCRA-owned or leased property, installation or repair to OCRA structures or appurtenances upon OCRA owned or leased land, project management or assessment of OCRA funded projects on behalf of OCRA, analysis of appropriateness for use of OCRA owned or leased property, engineering consultation, or other analysis or assessment of OCRA projects outside the scope of the Public Works staff's regular responsibilities to the general public.

SECTION 5: CITY may provide enhanced services within the OCRA area when requested by OCRA. Enhanced services shall be defined as an additional service(s) which CITY provides to the general public at a level(s) clearly demonstrated to be over and above the highest level provided elsewhere in the City. These services may include but not be limited to those provided by the Police Department, Code Enforcement Division of the Community Development Department, and Parks and Recreation Department.

SECTION 6: All work performed under the terms of this AGREEMENT shall be performed by a task order executed by both CITY and OCRA. CITY and OCRA shall create a standardized task order form(s) to include: scope of the work to be performed, responsibilities of CITY, responsibilities of OCRA, CITY department(s) whose staff will be involved in the work, the anticipated cost of the work, the anticipated completion or termination date of the work, and a citation of the specific page and paragraph in the Community Redevelopment Plan that authorizes the undertaking of the work. The task orders shall be consistent with the Annual Cost Allocation that is attached hereto as Exhibit "A," which is incorporated herein by reference.

SECTION 7: For the 2023-2024 Fiscal Year, the City's Annual Cost Allocation for the specific projects and services to be performed by the CITY on behalf of the CRA is as delineated in Exhibit "A," which is attached hereto and incorporated herein by reference. Task orders with an anticipated cost of \$10,000 or less for additional and/or unique services may be authorized by the City Manager on behalf of CITY, and by the OCRA Executive Director on behalf of OCRA. The CRA Executive Director may only authorize a task that has been approved through the OCRA's approved annual budget. Any task order for any additional and/or unique service or project that exceeds \$10,000 shall require specific approval by the City Commission and by the

OCRA Board. Should, at any time, CITY or OCRA become aware that costs will exceed the cited anticipated costs as stated in the task order, the task order shall be amended to reflect the new anticipated costs. Should the new total cost remain under \$10,000, approval of an amended task order may be approved by the City Manager for CITY and OCRA Executive Director for OCRA. Should the new total cost exceed \$10,000, an amended task order must be approved by both CITY Commission and the OCRA Board.

CITY and OCRA may utilize the Task Order process and other provisions of this agreement to provide an after-the-fact reimbursement request for programs, projects, or level of service enhancements completed prior to the commencement date of this agreement. The purpose of such task orders shall be to provide written record of the program, project, or level of service enhancement and a written justification and background information for the reimbursement. Any after-the-fact task order, regardless of amount, shall require the approval of both the City Council and the CRA Board.

SECTION 8: OCRA shall reimburse CITY for the direct cost of any materials or equipment utilized in providing services and projects on behalf of the OCRA pursuant to any task order associated with this AGREEMENT, so long as the task order is consistent with the Annual Cost Allocation. This shall include, but not be limited to: equipment rental, vehicle use, and materials directly utilized for OCRA activities. Cost reimbursement shall not include regular office equipment owned and utilized by CITY including but not limited to: telephones, computers, printers, or owned photocopy machines.

SECTION 9: CITY shall invoice OCRA on a monthly basis for costs incurred during the previous calendar month, or may invoice at the completion of a specific task order. Invoices shall include a full itemized breakdown of: task orders covered by the invoice, an itemized costs of materials or other supplies by task order number, a detailed list of personnel (by position) and the hours worked by task order, the hourly cost of the personnel (by position) and the total amount to be reimbursed. As an alternative, where CITY has determined a service or labor cost through its annual cost allocation formula(s), CITY may utilize such formula(s) for invoicing purposes provided each service or position is itemized for each task.

SECTION 10: OCRA shall review and approve or deny any such invoiced costs within 30 days. OCRA shall make payment to CITY within 30 days of approval of any such invoice or non-disputed portion of an invoice. OCRA shall return any invoice with disputed or rejected costs to CITY. If the OCRA Executive Director and City Manager cannot resolve any dispute over, or agree upon rejection of, any invoiced costs, such dispute shall be resolved during a joint meeting of the City Commission and OCRA Board.

SECTION 11: CITY warrants that all services under this agreement shall be performed by employees of CITY who are fully, trained, skilled, licensed (when required), and qualified to perform the services required by OCRA under this AGREEMENT.

SECTION 12: It is understood by both CITY and OCRA that the CITY's staff are not employees of OCRA, and that CITY shall retain full control over the assignment of tasks and responsibilities, employment, direction, compensation and discharge of all persons assisting in the performance of this AGREEMENT.

SECTION 13: CITY shall be fully responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding tax, and all other laws and regulations governing such matters.

SECTION 14: CITY agrees to hold OCRA harmless from loss, damage, injury, or liability arising directly from the negligent acts or omissions of CITY, its employees, agents, subcontractors and their employees and agents.

SECTION 15: OCRA agrees to hold CITY harmless from loss, damage, injury, or liability arising directly from the negligent acts or omissions of OCRA, its employees, agents, subcontractors and their employees and agents.

SECTION 16: The parties hereto recognize the necessity of each staff to work closely and coordinate with each other in order to effectuate the intent of this Agreement. Therefore each party therefore pledges such co-operation.

SECTION 17: The provisions of this AGREEMENT do not prohibit OCRA from contracting with any other individual, company, or other governmental agency or entity to provide services that might otherwise be covered under this AGREEMENT.

SECTION 18: Term and Renewal.

- (a) The term of this AGREEMENT shall be retroactive to a commencement date of _____, 20__ [shall commence on _____, 2024].
- (b) The AGREEMENT shall automatically renew on an annual basis provided that Cost Allocation for the applicable fiscal year are set forth in the City and OCRA budgets, and those budgets are approved.
- (c) No later than June 30th of each year during the term of this Agreement, the CITY shall provide notice to the OCRA of the amount of additional funds that will be necessary for the OCRA to pay to the CITY for the following fiscal year to fund the services provided by the CITY. Following receipt of the notice from the CITY, the OCRA's

Executive Director shall advise the CITY whether the OCRA will fund the additional costs in the CRA budget for the services for the following year, or terminate the Agreement.

- (d) Either party may cancel the agreement if it provides written notice to the other party, at least ninety (90) days prior to renewal, of its intent to cancel the agreement.

SECTION 19: PUBLIC RECORDS. OCRA shall comply with the applicable provisions of Chapter 119, Florida Statutes. Specifically, OCRA shall:

(a) Keep and maintain public records required by the CITY in association with this Agreement.

(b) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 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 for the duration of the contract term and following completion of the contract if the OCRA does not transfer the records to the CITY.

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

IF THE OCRA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OCRA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

_____, CITY CLERK
[ADDRESS]

[PHONE]
[EMAIL]

SECTION 20: Governing Law. Venue. This Agreement shall be governed by and in accordance with the Laws of Florida. The venue for any action arising from this Agreement shall be in Miami-Dade County, Florida.

SECTION 21: The validity of any portion, article, paragraph, provision, clause, or any portion thereof of this Agreement shall have no force and effect upon the validity of any other part of portion hereof.

SECTION 22: No prior or present agreements or representations with regard to any subject matter contained within this Agreement shall be binding on any party unless included expressly in this Agreement. Any modification to this Agreement shall be in writing and executed by the parties.

SECTION 23: Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt, or by overnight express delivery service, evidenced by a delivery receipt, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice.

CITY OF OPA-LOCK: _____, City Manager
City of Opa-Locka
[ADDRESS]
Telephone No. _____

OCRA: Jason Walker, Executive Director
OCRA CRA
[ADDRESS]
Telephone No. _____

Copy to: Marlon Hill, Asst. General Counsel
2800 Ponce de Leon Blvd., 12th Floor
Coral Gables, FL 33134
Telephone No. (305) 854-0800
Facsimile No. (305) 854-3323

SECTION 24: Neither the CITY nor the OCRA shall assign or transfer any rights or interest in this Agreement.

SECTION 25: This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written, and this Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

SECTION 26: Should any part, term or provision of this Agreement be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

IN WITNESS WHEREOF, the CITY OF OPA-LOCKA and the OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY have caused these presents to be executed in their respective names by the proper officials the day and year first above written.

CITY OF OPA-LOCKA, FLORIDA

BY: _____
[_____] , City Manager

ATTEST:

_____, City Clerk

Approved as to Form:

CITY ATTORNEY

OPA-LOCKA COMMUNITY
REDEVELOPMENT AGENCY

BY: _____
JASON WALKER, Executive Director

ATTEST:

Print Name: _____

I HEREBY APPROVE THIS AGREEMENT
AS TO FORM:

General Counsel

RESOLUTION NO. 24-

A RESOLUTION OF THE BOARD OF THE OPA-LOCKA REDEVELOPMENT AGENCY ("CRA"), AUTHORIZING THE EXECUTIVE DIRECTOR TO FACILITATE AND EXECUTE THAT CERTAIN LICENSE AGREEMENT WITH THE LICENSED PROPERTY IN COMPLIANCE WITH THE "COMMERCIAL FAÇADE IMPROVEMENTS PROGRAM" AND TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PROGRAM, PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Opa-Locka Community Redevelopment Agency ("CRA") is committed to the revitalization and sustainable development of the Opa-Locka community; and

WHEREAS, a certain property owner owns and controls real property located in the City of Opa-Locka, Florida (the "City") at 14380 NW 27th Avenue within the OCRA's Community Redevelopment Area (collectively, the "Licensed Property"); and

WHEREAS, the OCRA seeks a license from the Licensed Property owners to grant authority to the OCRA and the OCRA's authorized contractors and consultants to enter into the Licensed Property for the purpose of constructing façade improvements (the "Façade Improvements"); and

WHEREAS, this Program shall serve both a municipal and public purpose consistent with and furthers the CRA's Redevelopment Plan, and consistent with the requirements of Chapter 163, Florida Statutes.

BE IT FURTHER RESOLVED that the Executive Director of the Opa-Locka CRA is authorized to take all necessary steps to implement this program, including the allocation of resources, staffing, and the development of detailed program guidelines.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS 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 the facilitation and execution of the License Agreement for the implementation of the façade improvements to the Licensed Property in an amount not to exceed a total of \$100,000.00.

Section 3. SCRIVENER'S ERRORS

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2024.

Jannie Russell, OCRA Chair

Attest to:

Approved as to form and legal sufficiency:

Jason Walker
Director

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 Williams	(Yes) _____	(No) _____
Board Member Williams	(Yes) _____	(No) _____
Chairperson Russell	(Yes) _____	(No) _____

LICENSE AGREEMENT BETWEEN _____
AND
THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY
FOR THE
CONSTRUCTION OF FAÇADE IMPROVEMENTS

This License Agreement (hereinafter “Agreement”) is made the ____ day of _____, 2024 (“Effective Date”), between _____ (hereinafter “PROPERTY OWNER”) and the OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, a public agency created pursuant to Charter 163, Part III, of the Florida Statutes (hereafter “OCRA”).

W I T N E S S E T H:

WHEREAS, Property Owner owns and controls real property that is located at _____, Opa-Locka, Florida, which is within the OCRA’s Community Redevelopment Area (the “Licensed Property”); and

WHEREAS, the Property Owner desires to enter into this Agreement in order grant the OCRA a license to have the OCRA and the OCRA’s authorized contractors and consultants to enter into the Licensed Property for the purpose of constructing façade improvements as specifically detailed in Exhibit “A,” which is attached hereto and incorporated herein by reference (the “Façade Improvements”); and

WHEREAS, the Property Owner approves the Façade Improvements as detailed in Exhibit “A,” and specifically authorizes the OCRA and its authorized contractors and consultants to enter into the Licensed Property; and

WHEREAS, this Agreement serves both a municipal and public purpose, is consistent with and furthers the CRA's Redevelopment Plan, and is consistent with the requirements of Chapter 163, Florida Statutes.

NOW, THEREFORE, FOR AND IN CONSIDERATION, of the mutual covenants, promises, agreements herein contained, and other valuable consideration the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are true and correct at the time of the execution of this Agreement and are incorporated herein.

2. Pursuant to the terms and conditions of this Agreement, the PROPERTY OWNER grants the OCRA a license to enter onto the Licensed Property for the purposes of constructing improvements to the Licensed Property’s façade, as more fully depicted in Exhibit “A,” which is attached hereto and incorporated herein by reference. The list of authorized contractors and consultants who will perform the Façade Improvements is attached hereto as Exhibit “B,” which is incorporated herein by reference.

3. Through the execution of this Agreement, the Property Owner unconditionally, and freely grants the OCRA the license, and authorizes the OCRA, its contractors and consultants to enter onto the property to perform the work to install the Façade Improvements.

4. The Licensed Property, subject to this Agreement, consists of all the property identified in Exhibit "A," which is attached hereto and incorporated herein by reference.

5. The OCRA's contractors' and consultants' use of any portion of the Licensed Property shall take place only between the hours of 7:00 am to 6:00 pm, Monday through Friday, and is subject to the following:

- 5.1 It shall be the OCRA's responsibility and obligation to ensure that the Licensed Property is stabilized so as to be able to accept the expected weight and resulting stresses of the materials, debris, equipment, and machinery to be used by the OCRA on the Licensed Property, so that such materials, debris, equipment, and machinery can be installed safely and as intended.
- 5.2 All personnel of OCRA and any contractors which at any time use the Licensed Property shall be suitably trained in safety and precautionary techniques and procedures. All use of the Licensed Property shall be conducted in a safe manner. Appropriate supervisory personnel and contractors shall be on the Licensed Property at any time that any debris, equipment, or machinery is moving thereon, and active supervision shall take place during such periods.
- 5.3 PROPERTY OWNER agrees that all personal property and materials placed upon the Licensed Property shall remain the property of the PROPERTY OWNER, and once a final inspection is performed and completed that the PROPERTY OWNER shall be responsible for the maintenance and replacement of the Façade Improvements. OCRA shall have no responsibility or liability for damage to the real property and Façade Improvements.
- 5.4 PROPERTY OWNER agrees, to the extent permitted by law, and subject to the limitations of Section 768.28, Fla.Stat., to defend, indemnify, and hold the OCRA harmless for any claims, damages, costs, or liabilities, with respect to any activity on the Licensed Property pursuant to this Agreement.
- 5.5 Any contractor utilizing the Licensed Property shall indemnify, and hold the PROPERTY OWNER and the OCRA harmless for any claims, damages, costs or liabilities, including court costs and reasonable attorney's fees and paralegal expenses at both the trial and appellate levels resulting from utilization of the Licensed Property. Any contractor utilizing the Licensed Property shall provide appropriate insurance acceptable to the OCRA naming the OCRA and the Property Owner as additional insureds.
- 5.6 The PROPERTY OWNER and any contractor utilizing the CRA property in conjunction with the of the Licensed Property agrees not to cause or permit any

Hazardous Materials to be disposed of, on, in, under or about the Licensed Property, and the OCRA shall insure that no re-fueling of any gasoline or diesel products, as well as the storage or placement of any Hazardous Materials will take place on the Licensed Property. The OCRA and its contractors utilizing the Licensed Property shall not discharge Hazardous Materials or wastes into or through any sanitary sewer or trash facilities serving the Licensed Property.

6. The license under the terms of this Agreement shall terminate no later than December 31, 2024, unless sooner terminated as provided herein. The PROPERTY OWNER or the CRA may terminate this Agreement or any specific license for convenience upon fourteen (14) days prior written notice to the other party. Upon the termination of the license, PROPERTY OWNER shall be responsible for the improvements on the Licensed Property, unless otherwise agreed to by the parties.

7. Termination/Default. If the PROPERTY OWNER fails to perform or observe any of the material terms and conditions of this Agreement for a period of seven (7) calendar days following receipt of written notice, the OCRA may terminate this Agreement and remove any stored property or remediate any property conditions. Failure of any party to exercise its right in the event of any breach by the other party shall not constitute a waiver of such rights. No party shall be deemed to have waived any failure to perform by the other party unless such waiver is in writing and signed by the other party. Such waiver shall be limited to the terms specifically contained therein. This section shall be without prejudice to the rights of any party to seek a legal remedy for any breach of the other party as may be available to it in law or equity.

8. Governing Law. Venue. This Agreement shall be governed by and in accordance with the Laws of Florida. The venue for any action arising from this Agreement shall be in Miami-Dade County, Florida. **BY ENTERING INTO THIS AGREEMENT, PROPERTY OWNER AND CRA HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

9. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations. Any contractor utilizing the Licensed Property shall indemnify, and hold the OCRA harmless for any claims, damages, costs or liabilities, including court costs and reasonable attorney's fees and paralegal expenses at both the trial and appellate levels resulting from utilization of the Licensed Property.

10. Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt, or by overnight express delivery service, evidenced by a delivery receipt, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain until it shall have been changed by written notice in compliance with the provisions

of this paragraph. For the present, the parties designate the following as the respective places for giving of notice.

PROPERTY OWNER:

Telephone No. (____) _____

OPA-LOCKA CRA:

Jason Walker, Executive Director

Opa-Locka CRA

Telephone No. (561) 493-2550

Copy to:

Marlon Hill, General Counsel

2800 Ponce de Leon Blvd., 12th Floor

Coral Gables, FL 33134

Telephone No. (305) 854-0800

Facsimile No. (305) 854-3323

11. Neither the PROPERTY OWNER nor the CRA shall assign or transfer any rights or interest in this Agreement.

12. This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written, and this Agreement may not be altered, amended, modified, or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition, or election but the same shall continue and remain in full force and effect.

13. Should any part, term or provision of this Agreement be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

14. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

15. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the PROPERTY OWNER and the OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY have caused these presents to be executed in their respective names by the proper officials the day and year first above written.

PROPERTY OWNER

(NEED PROPERTY OWNER SIGNATURE BLOCK)

OPA-LOCKA COMMUNITY
REDEVELOPMENT AGENCY

BY: _____
Jason Walker, Executive Director

ATTEST:

Print Name: _____

I HEREBY APPROVE THIS AGREEMENT
AS TO FORM:

General Counsel

EXHIBIT “A”

DETAILS OF IMPROVEMENTS TO LICENSED PROPERTY
(Attach plans, drawings, specifications)

EXHIBIT “B”

LIST OF CONTRACTORS AND CONSULTANTS WORKING ON PROPERTY



2024 OCRA Business Incentive & Assistance Program Program Guidelines • Procedures • Application

Program Description:

The Opa-lock Community Redevelopment Agency (CRA) Business Incentive & Assistance Program assists qualified business or property owners with building and property improvements that are directly related to opening of a new business, improving an existing business, remediating code violations, providing ADA access, assisting existing businesses struggling due to blight or natural disasters and eliminating blighting neighborhood conditions in the targeted areas of the Opa-locka CRA. Business incentive & assistance funds may be used for improvements to properties that are not eligible for grant funding from other sources available in the area, or to supplement grant funds awarded by other agencies.

Funds may not cross Opa-locka CRA District Boundaries and will be targeted toward specific areas in the Opa-locka CRA District. This program is a match-assistance program requiring a 25% match from the property or business owner. The CRA Executive Director may reduce or waive the match in certain cases. The program has an annual project cap of \$100,000. In addition to the required private match, the grant recipient is responsible for all project costs that exceed \$100,000 provided by the CRA. The CRA may recommend and approve business funding at a lesser amount than requested. Awards are given subject to the availability of funds and based on priorities outlined below. Funds from this program are paid on a reimbursement basis or directly to the contractors performing the work upon the provision of satisfactory invoices to the CRA. All Grantees requesting grant funding must have multiple estimates from different Florida licensed general contractors.

Program Areas and Priorities:

While Downtown Opa-locka has benefited from the boom in commercial and residential development, areas within the CRA district have not seen the benefit of this investment. Various business corridors of the Opa-locka CRA suffer from neglected properties and a general aesthetic that is not conducive for businesses to thrive in the community. The Opa-locka CRA has prioritized improvements to properties within the limits of the boundaries of the entire Opa-locka CRA district ([see map](#)).

In the Opa-locka CRA, priorities include projects that can use CRA funds to leverage other public and private investments and bring new business and restaurant/entertainment venues to distressed areas. In addition, this program seeks to bring needed improvement to the Multi-family residential units within the program boundaries.

Since buildings with a high level of vacancy are eligible, the requirement of Certificates of Use, Occupational License and Fire Fee for each business location will be waived. Property owners using these funds cannot sell building for a period of five (5) years after rehabilitation work is complete. If the building is sold during the five-year period, the building owner will repay funds in full. Funds will be guaranteed by lien, mortgage or deed covenant tied to the property. All work must meet local neighborhood building/appearance codes and performed with applicable permits and inspections.

Eligibility:

These funds are usually not made for routine maintenance and should be part of a larger scope of improvements to the property or area. Additionally, the property should have an active or soon-to-be active business or residential use located on the property. **Businesses who receive Business incentive funds should create one full-time or equivalent job for every \$30,000 in awarded grant funds.**

Completion:

All projects shall be completed within a 6-month period from the date of the first disbursement. Extensions beyond the 6-month completion date can only be made with the approval of the CRA Director. Such approval shall be in writing and noticed to all parties.

Project Procedures:

CRA= CRA Staff; CNTR = Contractor; PROP = Property Owner; TNT = Tenant

A) Application Process

CRA meets with Tenant and/or Property Owner, verifies that the property is an eligible address and that the tenant/business and the improvements meet basic criteria for the CRA Business Incentive & Assistance Program.

1. Review Tenant Business Model – CRA
2. Review Improvement Activities funded by the program (Eligible Activities List) – CRA, TNT, PROP
3. Eligible Scope of Work and Budget is Prepared – CRA, TNT, PROP
4. Tenant and Property Owner prepare Application, attach Scope and Budget – TNT, PROP
5. BEFORE pictures are taken and Application is submitted – TNT
6. Application is reviewed – CRA
7. Letter of Grant Award or denial is sent to Property Owner and/or tenant – CRA

B) Contract Process

A Contract outlining all conditions of receiving the grant, scope of work and all insurance requirements. Additional documents such as sub-contractor lists (for release of lien) and Work Authorization Form are used for project monitoring.

1. Tenant or Property Owner secures pricing (3 bids) and selects contractor (lowest bid wins) – TNT, PROP & CRA
2. Tenant submits contractor list and copies of estimates to CRA – TNT
3. DMP Prepares Contract with Scope of Work as exhibit – CRA
4. Insurance requirements are documented and approved – TNT, CNTR, SUBS
5. Contract is executed – CRA, TNT, CNTR
6. Work Authorization Form is executed – CRA, TNT, PROP
7. CRA may give up to 30% to the Contractor to begin the work (This amount is subject to the discretion of the CRA and may be reduced or amended)
8. Permits are pulled and work begins – TNT, CNTR
9. CRA monitors progress – CRA

C) Project Completion

Contractors are paid after all liens are released, the building permit is closed and a final invoice is submitted.

1. AFTER Pictures are Taken – TNT
2. Release of Lien letter for each contractor is obtained – TNT, CNTR
3. Closed Permit Report submitted – TNT, CNTR
4. Final Invoice Submitted for payment – CNTR
5. CRA makes the final payment to the Contractor Payment (2-4 weeks) – CRA

Eligible Improvements:

The general rule of thumb for improvements is that the improvement should *remain with the property*. Where special cases arise, the CRA staff will render a decision. Grant funds cannot be used for Fixtures, Furniture or Inventory. Generally acceptable improvements include but are not limited to:

- Paint/Pressure Clean
- Signage
- Tile
- Masonry/Stucco
- Outdoor Hardscape Improvements (Fountains, Walkways, Pavers, Fencing, etc.)
- Landscape
- Lighting
- Windows/Doors
- Awnings
- ADA Compliance (Restrooms/Entrances)
- Interior Renovations or Buildout
- Plumbing Upgrades
- Mechanical Upgrades
- Electrical Upgrades
- Life/Safety (Fire) System Upgrades
- Grease traps

Contractor Requirements:

All Contractors, working in the CRA Business Incentive & Assistance Program including Painters, Awning Companies, Shutter Companies, and Sign Companies must provide copies of the following documents when providing an estimate/bid for the project:

1. Contractor Certificate of Competency or License
2. Contractor's Current Liability Insurance Certificate and Workers Compensation Certificate. If exempt from Workers Comp Contractor must provide copy of exemption for each employee that will be working. **NOTE:** If awarded a contract, both insurances must have the OCRA as the Certificate Holder with the address: 780 Fisherman Street, 4th Floor, Opa-locka, FL 33054 and the Liability insurance **MUST** have the CRA as additional insured
3. Contractor and Manufacturer's Warranty (if applicable)
4. Building permit, Special Permit or Certificate of Compliance (except paint jobs)
5. Release of Lien (provided by CRA or Property Owner or Tenant) NOTARIZED

Recipient will post and maintain in good condition a sign substantially similar to the sign hereto at the entrance of the Premises from the Effective Date (as defined herein) until three hundred sixty five (365) days after the Completion Date.

CRA Business Incentive & Assistance Application

Applicant Contact Information			
Business Name	Arabian Bar & Package Store Inc		
Contact Name	Shahid Mahmood Sheikh		
Mailing Address	14380 NW 27 Ave Opa locka 33054		
Telephone	305 685 2631 / 954 483 4440 cell		
Fax			
Email	dembrokeplaza@aol.com		
Property Ownership and Corporation Information			
Corporation Name	Arabian Bar & Package Store Inc		
Mailing Address	14380 NW 27 Ave Opa locka 33054.		
Corporation Officers & Titles			
Date & State of Incorporation			
Tax ID#	592681453		
Project Location & Scope			
Project Address	14380 NW 27 Ave		
Folio# 08-2121-002-1430	Year Built	1930.	
Total Retail (Sq. Ft.) LOT SIZE 5,199	Leased Retail (Sq. Ft.) Actual Area	1,862	
Description of the business	Liquor store with bar inside		
Grant narrative, including Scope of Work for entire project. (Attach separately if needed)			
Estimated Costs for entire project			
Estimated Start Date		Estimated Completion Date	

Scope of CRA-Funding Request

Description of Item	Estimated Cost
1.	1.
2.	2.
3.	3.
4.	4.
5.	5.
6.	6.
7.	7.
8.	8.
9.	9.
10.	10.
TOTAL	

Acknowledgements

As a current business owner in this community or a business seeking to improve business in this community, I wish to participate in the OPA-LOCKA CRA BUSINESS ASSISTANCE MICROGRANT. I acknowledge that I have received a copy of the Microgrant Grant Program Procedures and will comply with all requirements should I be awarded a grant.

Sign / Print Name of Business Owner / Date 11-27-2023

Shahid M. Sheikh / SHAHID M. SHEIKH

I acknowledge that Tenant, _____ is seeking assistance using the OPA-LOCKA CRA BUSINESS ASSISTANCE & INCENTIVE GRANT PROGRAM and that the general terms of their lease conform to the terms above. Should the applicant win a grant award, I understand that funds will be used to make improvements to my property.

Sign / Print Name of Property Owner / Date

_____/_____

9900005910

2024

Department of Business and Licensing
Occupational License
ARABIAN BAR & PACKAGE STORE
14380 NW 27 AVE
OPA LOCKA, FL 33054

IS HEREBY LICENSED TO ENGAGE IN THE BUSINESS, PROFESSION OR OCCUPATION OF
CERTIFICATE OF USE
IN THE CITY OF OPA-LOCKA, WITH THE FOLLOWING RESTRICTIONS:

9900005910

ISSUED ON 9/7/2023

UNTIL SEPTEMBER 30, 2024 SUBJECT TO THE PROVISIONS OF THE CITY OF OPA-LOCKA ORDINANCES AND STATE AND COUNTY REGULATIONS NOW IN
FORCE. NOTE: THIS LICENSE DOES NOT CONSTITUTE A CERTIFICATION THAT THE LICENSEE IS QUALIFIED TO ENGAGE IN THE BUSINESS OR
OCCUPATION SPECIFIED HEREIN. ADDITIONALLY, THE ISSUANCE OF THIS LICENSE DOES NOT CERTIFY THAT THE LICENSEE IS IN COMPLIANCE WITH
TERM OR OTHER COUNTY REQUIREMENTS AND THEREFORE THE LICENSEE MAY BE REQUIRED TO RE-APPLY FOR APPROVAL PRIOR TO SEPTEMBER
30, 2024.

CITY OF OPA-LOCKA

Don E. Wilkins

CITY MANAGER

BY: *Yr. E. E.*
ASSISTANT CITY MANAGER
DISPLAY AS REQUIRED BY LAW

990001619

2024

City of Opa-Locka

Department of Business and Licensing
Occupational License
ARABIAN BAR & PACKAGE STORE
14380 NW 27 AVE
OPA LOCKA, FL 33054

IS HEREBY LICENSED TO ENGAGE IN THE BUSINESS, PROFESSION OR OCCUPATION OF
BARS
IN THE CITY OF OPA-LOCKA, WITH THE FOLLOWING RESTRICTIONS:

990001619

ISSUED ON 9/7/2023

UNTIL SEPTEMBER 30, 2024 SUBJECT TO THE PROVISIONS OF THE CITY OF OPA-LOCKA ORDINANCES AND STATE AND COUNTY REGULATIONS NOW IN
FORCE. NOTE: THIS LICENSE DOES NOT CONSTITUTE A CERTIFICATION THAT THE LICENSEE IS QUALIFIED TO ENGAGE IN THE BUSINESS OR
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TERM OR OTHER COUNTY REQUIREMENTS AND THEREFORE THE LICENSEE MAY BE REQUIRED TO RE-APPLY FOR APPROVAL PRIOR TO SEPTEMBER
30, 2024.

CITY OF OPA-LOCKA

Don E. Wilkins

CITY MANAGER

BY: *Yr. E. E.*
ASSISTANT CITY MANAGER
DISPLAY AS REQUIRED BY LAW



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**STATE OF FLORIDA DEPARTMENT
OF BUSINESS AND PROFESSIONAL
REGULATION**

BEV2300367
RETAILER OF ALCOHOLIC BEVERAGES
ARABIAN BAR & PACKAGE STORE INC
ARABIAN BAR & PKG STORE

ISSUED: 11/28/2023

Signature

LICENSED UNDER CHAPTER 565, FLORIDA STATUTES
EXPIRATION DATE: MARCH 31, 2024

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIV OF ALCOHOLIC BEVERAGES & TOBACCO**

LICENSE NUMBER: BEV2300367

EXPIRATION DATE: MARCH 31, 2024

THE RETAILER OF ALCOHOLIC BEVERAGES HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 565, FLORIDA STATUTES
SERIES: 4COP DUAL LICENSE

ARABIAN BAR & PACKAGE STORE INC
ARABIAN BAR & PKG STORE
14380 NW 27TH AVENUE
OPA LOCKA FL 330543916



ISSUED: 11/28/2023

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

RESOLUTION NO. 24-

A RESOLUTION OF THE BOARD OF THE OPA-LOCKA REDEVELOPMENT AGENCY ("CRA"), AUTHORIZING THE EXECUTIVE DIRECTOR TO FACILITATE AND EXECUTE THAT CERTAIN FAÇADE GRANT PROJECT DESIGN AND MANAGEMENT SERVICES AGREEMENT FOR THE IMPLEMENTATION OF THE "COMMERCIAL FAÇADE IMPROVEMENTS PROGRAM" AND TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PROGRAM, PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Opa-Locka Community Redevelopment Agency ("OCRA") is committed to the revitalization and sustainable development of the Opa-Locka community; and

WHEREAS, the OCRA seeks to engage a professional project manager for services to be performed in conjunction with the OCRA Commercial Façade Improvement Grant Program.

WHEREAS, the OCRA shall identify certain property owners of real property located in the City of Opa-Locka, Florida (the "City") within the OCRA's Community Redevelopment Area (collectively, the "Licensed Property") to secure respective license agreements for the authority to access such properties for the performance of project management services and constructing façade improvements (the "Façade Improvements"); and

WHEREAS, this Program shall serve both a municipal and public purpose consistent with and furthers the CRA's Redevelopment Plan, and consistent with the requirements of Chapter 163, Florida Statutes.

BE IT FURTHER RESOLVED that the Executive Director of the Opa-Locka CRA is authorized to take all necessary steps to implement this program, including the allocation of resources, staffing, and the development of detailed program guidelines.

OCRA FAÇADE GRANT PROJECT DESIGN AND MANAGEMENT SERVICES

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS 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 the facilitation and execution of the Façade Grant Project Design and Management Services Agreement with Walthour Enterprises, LLC for the management and construction of the Façade Improvements in an amount not to exceed a total of \$50,000.00.

Section 3. SCRIVENER'S ERRORS

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2024.

Jannie Russell, OCRA Chair

Attest to:

Approved as to form and legal sufficiency:

Jason Walker
Director

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 Williams	(Yes) _____	(No) _____
Board Member Williams	(Yes) _____	(No) _____
Chairperson Russell	(Yes) _____	(No) _____

AGREEMENT

Between

OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY (OCRA)

And

Walthour Enterprises LLC

for

OCRA FAÇADE GRANT PROJECT DESIGN AND MANAGEMENT SERVICES

This is an Agreement between: The **OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY**, a Dependent Special District of the City of Opa-Locka, FL hereinafter referred to as "**OWNER**" OR "**OCRA**",

AND

Walthour Enterprises LLC its successors and assigns, hereinafter referred to as "**PROJECT MANAGER**".

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, OCRA and PROJECT MANAGER agree as follows:

ARTICLE I

DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the DEFINITIONS and IDENTIFICATIONS set forth below are assumed to be true and correct and are agreed upon by the parties.

- 1.1 **AGREEMENT:** The written agreement between OCRA and PROJECT MANAGER covering the Work to be performed, and all amendments, modifications and supplements issued on or after the effective date of this Agreement.
- 1.2 **CHANGE ORDER:** A written directive issued on or after the effective date of the Agreement by the OCRA and PROJECT MANAGER ordering an addition, deletion, or revision in the Scope of Work or change in the Contract Time or Contract Price.
- 1.3 **BOARD:** Governing Board of the Opa-Locka Community Redevelopment Agency
- 1.4 **CITY OF OPA-LOCKA:** A Municipal Corporation in the State of Florida.

- 1.5 CONTRACT ADMINISTRATOR. Whenever the term Contract Administrator is used herein, it is intended to mean the Executive Director of the OCRA or their designee. In the administration, of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.
- 1.6 CONTRACTOR: The person, firm, corporation or other entity that enters into an agreement with the OCRA to perform the construction works for the Project.
- 1.7 OCRA: The Opa-Locka Community Redevelopment Agency
- 1.8 NOTICE TO PROCEED: A written Notice to Proceed issued by the OCRA.
- 1.9 PROJECT: Provide professional project manager services for work to be performed in conjunction with the OCRA Commercial Façade Improvement Grant Program. A copy of the OCRA Commercial Façade Improvement Grant Program Guidelines is attached hereto as Exhibit "A."
- 1.10 PROJECT MANAGER: _____ is the PROJECT MANAGER selected to perform this Agreement.

ARTICLE 2

SCOPE OF SERVICES

- 2.1 The PROJECT MANAGER agrees that this is a non-exclusive agreement and the basic Services shall consist of the work set forth in negotiated task orders based on the fee schedule in "Exhibit B – Façade Grant Deliverables and Rate Schedule," and any other contract documents attached hereto and made a part hereof.
- 2.2 The PROJECT MANAGER agrees to meet with the OCRA at reasonable times and with reasonable notice.
- 2.3 The PROJECT MANAGER shall perform the services required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally utilized by project managers performing the same or similar services under the same or similar circumstances in the State of Florida.
- 2.4 The PROJECT MANAGER agrees to provide services to qualified participants in the PROJECT. As part of the Scope of Services, the PROJECT MANAGER agrees to provide designs for facades for commercial properties within the OCRA's Redevelopment Area. The designs will include an orthographic elevation (based on site-documented dimensions) one three-dimensional view and basic site plan that indicates any proposed front setback improvements at the ground

level, such as benches, landscaping and other site work. The PROJECT MANAGER agrees to meet with the owners of the selected commercial properties prior to commencing the façade design work.

- 2.5 The PROJECT MANAGER shall serve as the project coordinator and work with contractors and suppliers to perform the construction of the approved design at the properties eligible for the OCRA Façade Improvement Grant Program. The OCRA shall provide the PROJECT MANAGER with the locations of the properties that will be eligible for the OCRA Façade Improvement Grant Program.

ARTICLE 3

TIME FOR PERFORMANCE

- 3.1 The PROJECT MANAGER shall perform the services described in the contract documents and task orders based on the timeframes agreed upon for each task assigned.
- 3.2 Prior to beginning the performance of any services under this Agreement, PROJECT MANAGER must receive a written Notice to Proceed. The PROJECT MANAGER must receive the approval of the Contract Administrator in writing prior to beginning the performance of services in any subsequent Phases of this Agreement. Prior to granting approval for the PROJECT MANAGER to proceed to a subsequent phase, the Contract Administrator may at his sole option require the PROJECT MANAGER to submit documents and drawings for his review and/or approval.
- 3.3 In the event PROJECT MANAGER is unable to complete the above services because of delays resulting from untimely review and approval by the OCRA and other governmental authorities having jurisdiction over the Project, and such delays are not the fault of the PROJECT MANAGER. OCRA may grant a reasonable extension of time for the completion of work. It shall be the responsibility of the PROJECT MANAGER to notify the OCRA promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform the OCRA of all facts and details related to the delay.
- 3.4 The original term of this agreement is for three (3) years with an option to renew for one (1) additional two (2) year term providing both parties agree, providing all terms and conditions and specifications remain the same; providing for availability of funding.

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

4.1 OCRA agrees to pay PROJECT MANAGER as compensation for its services under the terms of this Agreement pursuant to the Rate Schedule, which is attached hereto as Exhibit "B," and incorporated herein by reference. The compensation to provide the consultant services including labor and indirect costs shall be for an agreed upon amount paid in accordance with the amounts as set forth in Exhibit "B." No changes to the fee schedule shall be permitted without the prior written approval of the Contract Administrator. The amount to be paid to the PROJECT MANAGER shall not exceed \$50,000.00. Prior to incurring any fees which will be in excess of the not to exceed amount, the OCRA Board will need to approve an amendment to this Agreement, which shall be executed by both parties.

4.2 REIMBURSABLES:

- (a) Cost of printing drawings and specifications which are required by or of PROJECT MANAGER to deliver services set forth in this Agreement and which are in addition to those required by this Agreement.
- (b) A detailed statement of expenses must accompany any request for reimbursement. Expenses other than auto travel must be documented by copies of paid receipts, checks or other evidence of payment. Local travel to and from the job site will not be reimbursed.

4.3 METHOD OF BILLING AND PAYMENT

- (a) PROJECT MANAGER may submit an invoice upon the completion of the Scope of Services for each property selected for the PROJECT. However, requests for payment shall not be made more frequently than a monthly basis.
- (b) OCRA agrees that it will make it best efforts to pay PROJECT MANAGER within (30) calendar days of receipt of PROJECT MANAGER'S statement as provided above.

4.4 Payment will be made to PROJECT MANAGER at:

ARTICLE 5

ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

- 5.1 The OCRA, without invalidating this Agreement, may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Such changes must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.
- 5.2 The Board prior to execution of such work shall approve all additional services and changes in Scope of Work.
- 5.3 Notwithstanding the above paragraph, additional services which, individually or when cumulatively added to the amounts authorized pursuant to prior change orders for this project, increase the cost of the work to the OCRA not in excess of ten percent (10%) or \$25,000, whichever is lesser, may be approved by signed approval of the Executive Director of the Board of Commissioners of the OCRA.
- 5.4 No claim against OCRA for extra work in furtherance of a Change Order shall be allowed unless prior approval pursuant to this article has been obtained. Unless otherwise provided for, the Contract Price and Contract Time shall be changed only by Change Order or written amendment by the Board.

ARTICLE 6

OCRA'S RESPONSIBILITIES

- 6.1 Assist PROJECT MANAGER, by placing at their disposal all available information pertinent to the PROJECT including previous reports and any other data relative to the PROJECT. The PROJECT MANAGER shall be entitled to use and rely upon all such information provided by OCRA or others in performing PROJECT MANAGER's services under this Agreement.
- 6.2 Furnish to PROJECT MANAGER, when available, such data as required for performance of PROJECT MANAGER'S basic services including property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations unless such data is to be furnished by the PROJECT MANAGER. The PROJECT MANAGER shall be entitled to use and rely upon all such information provided by OCRA or others in performing PROJECT MANAGER's services under this Agreement.

- 6.3 Arrange for access to and make all provisions for PROJECT MANAGER to enter upon public and private property as required for PROJECT MANAGER to perform its services.
- 6.4 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by PROJECT MANAGER, obtain advise of an attorney, insurance counselor and other consultants as OCRA deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of PROJECT MANAGER.
- 6.5 Give prompt written notice to PROJECT MANAGER whenever the OCRA observes or otherwise becomes aware of any development that affects the scope or timing of PROJECT MANAGER'S services.

ARTICLE 7

MISCELLANEOUS

7.1 OWNERSHIP OF DOCUMENTS

Drawings, specifications, designs, models, photographs, reports, surveys, and other data provided with this Agreement are and shall remain the property of the OCRA whether the PROJECT for which they are made is executed or not. The PROJECT MANAGER agrees that the entity that obtains the OCRA's grant funds for the façade improvement may utilize the conceptual drawings and related materials for their own use. The PROJECT MANAGER agrees to assign the copyright or other ownership rights to the entity receiving the OCRA's grant funds for purposes of permitting the entity to complete the design and construct the façade improvements being paid, in part, with the OCRA's grant funds.

The PROJECT MANAGER assumes no liability for the use of the conceptual drawings and related materials following delivery of the drawings and materials to the entity receiving the OCRA's grant funds.

7.2 TERMINATION

This Agreement may be terminated by either party for cause, or by the OCRA by convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the PROJECT MANAGER shall be paid its compensation for services performed to the termination date including all reimbursable expenses then due or incurred to such date of termination. In the event that the PROJECT MANAGER abandons this Agreement or causes it to be terminated, he shall indemnify the OCRA against any loss pertaining to this termination up to a maximum of 1.3 times the full contract fee amount. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by PROJECT MANAGER shall become the

property of the OCRA and shall be delivered by PROJECT MANAGER to the OCRA upon payment by the OCRA for all services performed by the PROJECT MANAGER.

7.3 RECORDS

PROJECT MANAGER shall keep such records and accounts and require any and all consultants and sub-contractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which PROJECT MANAGER expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by OCRA and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by OCRA of any fees or expenses based upon such entries.

7.4 EQUAL OPPORTUNITY EMPLOYMENT

PROJECT MANAGER agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or their forms of compensation, and selection for training, including apprenticeship.

7.5 NO CONTINGENT FEE

PROJECT MANAGER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for PROJECT MANAGER to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for PROJECT MANAGER any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the OCRA shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

7.6 SUBCONTRACTORS

In the event the PROJECT MANAGER, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, PROJECT

MANAGER must secure the prior written approval of the Contract Administrator or his designee.

7.7 ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by PROJECT MANAGER, without the prior written consent of the OCRA; however, the agreement shall run to the and its successors.

7.8 INDEMNIFICATION

- (a) PROJECT MANAGER will indemnify and defend the OCRA's officers, directors, and employees ("Agency Indemnitees") from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omissions, or willful misconduct of the PROJECT MANAGER under or related to this Agreement, except in the case of negligent acts, omissions, or willful misconduct of the OCRA or claims that fall under Workers Compensation Coverage.
- (b) Both parties agree that the OCRA shall pay to the PROJECT MANAGER one hundred dollars (\$100.00) in consideration for the PROJECT MANAGER agreeing to indemnify the OCRA as provided under this contract.
- (c) The above indemnity is a business understanding between the parties and applied to all different theories of recovery, including breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action. Parties mean the OCRA and the PROJECT MANAGER and their officers, employees, agents, affiliates, and subcontractors.
- (d) The execution of this Agreement by PROJECT MANAGER shall obligate PROJECT MANAGER to comply with the foregoing indemnification provision, however, the collateral obligation of insuring this indemnity must be complied with as set forth below in Article 8.9.

7.9 INSURANCE

PROJECT MANAGER shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Worker's Compensation Insurance, Employer's, and Professional Liability Insurance that will assure to OCRA the protection contained in the foregoing indemnification undertaken by PROJECT MANAGER. The Comprehensive General Liability policy shall clearly identify the foregoing indemnification as insured under this section. United States treasury approved companies authorized to do business in the State

of Florida shall issue such policy or policies. PROJECT MANAGER shall specifically name the OCRA as additional insured under the Comprehensive General Liability insurance policy hereinafter described.

The Professional Liability policy or certificate shall reference this project by endorsement.

- (a) Professional Liability Insurance: The limits of liability provided by such policy shall be no less than five hundred thousand dollars (\$500,000) to assure the OCRA the indemnification specified in Article 8.8.
- (b) Worker's Compensation Insurance to apply for all employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal laws. In addition, the policy must include:

Employers Liability with a limit of \$100,000 each accident.

Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the OCRA with thirty days (30 days) notice of cancellation and/or restriction.

- (c) Comprehensive General Liability with minimum limits of \$1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Premises and/or Operations

Independent Contractors

Broad Form Property Damage

Broad Form Contractual Coverage applicable to this specific Agreement including any hold harmless and/or indemnification agreement.

Personal Injury Coverage with Employee and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

The OCRA and the City of Opa-Locka are to be included as "Additional Insured" with respect to liability arising out of operations performed for OCRA by or on behalf of PROJECT MANAGER or acts or omissions of PROJECT MANAGER in connection with such operation.

Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the OCRA with thirty (30) days notice of cancellation and/or restriction.

- (d) Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence combines single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

- Owned vehicles
- Hired and non-owned vehicles
- Employer's non-ownership

Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the OCRA with thirty (30) days notice of cancellation and/or restriction.

- (e) PROJECT MANAGER shall provide to the OCRA a Certificate of Insurance or a copy of all insurance policies required by Article 8.9 including any subsection hereunder. The OCRA reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that OCRA shall be given thirty (30) days notice prior to expiration or cancellation of the policy.

7.10 REPRESENTATION

- (a) It is recognized that questions in the day-to-day conduct of the PROJECT will arise. Mr. Cale Curtis, Executive Director (or designee) is designated as the OCRA's representative/agent to whom all communication on the day-to-day conduct of the Project shall be addressed.
- (b) PROJECT MANAGER shall inform the Director in writing of the representative of PROJECT MANAGER to whom matters involving the conduct of the PROJECT shall be addressed.

7.11 ATTORNEYS FEES, JURISDICTION AND VENUE

- (a) If the OCRA incurs any expense in enforcing the terms of this Agreement whether suit be brought or not, PROJECT MANAGER agrees to pay all such costs and expenses including but not limited to court costs, interest, and reasonable attorney's fees if such claim is a result of an error or omission within the PROJECT MANAGER'S work.

- (b) This agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of this Agreement shall be litigated only in the courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.
- (c) Waiver of Jury Trial. OCRA and PROJECT MANAGER hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the contract, arising out of, under, or in connection with the performance of the work, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

7.12 NO WAIVER

No waiver of any provision, covenant or condition within this agreement or of the breach of any provision, covenant or condition within this agreement shall be taken to constitute a waiver of any subsequent breach of such provision, covenant or condition.

7.13 ALL PRIOR AGREEMENTS SUPERCEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modifications amendment or alteration in the terms or conditions contained herein, shall be effective unless contained in written document executed with the same formality and of equal dignity herewith.

7.14 NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR OCRA:

Jason Walker, Executive Director
Opa-Locka Community Redevelopment Agency
780 Fisherman Street
Opa-Locka, FL 33063

FOR PROJECT MANAGER:

7.15 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by PROJECT MANAGER shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. Any additions to the original contract price changed on an hourly price shall be adjusted to exclude any significant sum by which the OCRA determines the additions to the contract price were increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustment shall be made within one year following the end of this agreement.

7.16 NON-COLLUSION STATEMENT

By submitting this proposal, the Proposer affirms that this proposal is without previous understanding, agreement, or connection with any person, business, or corporation submitting a proposal for the same materials, supplies, service, or equipment, and that this proposal is in all respects fair, and without collusion or fraud.

7.17 PROJECT MANAGER DELIVERABLES (TYPICAL):

For purposes of this Agreement, PROJECT MANAGER shall provide the deliverables as specified in the PROJECT MANAGER's proposal which is attached hereto as Exhibit "B," and incorporated herein by reference.

7.18 THIRD PARTIES:

The services to be performed by PROJECT MANAGER are intended solely for the benefit of the OCRA. No person or entity not a signatory to this Agreement shall be entitled to rely on the PROJECT MANAGER's performance of its services hereunder, and no right to assert a claim against the PROJECT MANAGER by assignment of indemnity rights or otherwise shall accrue to a third

party as a result of this Agreement or the performance of the PROJECT MANAGER's services hereunder.

- 7.19 PROJECT MANAGER will give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority on the performance of the work. Such compliance includes but is not limited to compliance with all with Title 2 Code of Federal Regulations (CFR) Part 200, and all other applicable Federal, State and local regulations, and the rules and regulations of all authorities having jurisdiction over any part of the services provided under this Contract. OCRA will not be responsible for monitoring PROJECT MANAGER'S compliance with any laws or regulations.

7.20 SCRUTINIZED COMPANIES:

In accordance with section 278.135, Florida Statutes, as amended, a company is ineligible to, and may not bid on, submit a proposal for, enter into or renew a contract with an agency or local governmental entity for goods or services if:

- (a) Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- (b) One million dollars or more, if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - i. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.73, Florida Statutes; or
 - ii. Is engaged in business operations in Syria.
- (c) The PROJECT MANAGER, principals or owners certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.
- (d) The OCRA shall reserve the right to terminate this contract if the PROJECT MANAGER is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

7.21 NO WAIVER OF SOVEREIGN IMMUNITY:

Nothing contained herein is intended to service as a waiver of sovereign immunity by the OCRA or as a waiver of limits of liability of rights existing under Section 768.28, Florida Statutes.

7.22 REGULATIONS:

All applicable laws and regulations of the Federal Government, State of Florida, Broward County, and Ordinances of the City of Opa-Locka will apply to any resulting award of contract.

PUBLIC RECORDS: The PROJECT MANAGER shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

- A. Keep and maintain public records required by the OCRA to perform the service.
- B. Upon request from the OCRA'S custodian of public records, provide the OCRA 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 this chapter 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 for the duration of the Agreement term and following completion of the Agreement if the PROJECT MANAGER does not transfer the records to the OCRA.
- D. Upon completion of the Agreement, transfer, at no cost, to the OCRA all public records in possession of the PROJECT MANAGER or keep and maintain public records required by the OCRA to perform the service. If the PROJECT MANAGER transfers all public records to the OCRA upon completion of the Agreement, the PROJECT MANAGER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the PROJECT MANAGER keeps and maintains public records upon completion of the Agreement, the PROJECT MANAGER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the OCRA, upon request from the OCRA'S custodian of public records, in a format

that is compatible with the information technology systems of the OCRA.

E. IF THE PROJECT MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROJECT MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Telephone number:

(305) _____

E-mail address: _____

Mailing address:

7.23 E-VERIFY

(a) Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

- (b) Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
- (c) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- (d) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Opa-Locka; and

- (e) By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination and shall be liable for any additional costs incurred by the OCRA as a result of the termination.

IN WITNESS WHEREOF, the parties have made and executed the Agreement on the respective dates under each signature; OCRA through its Executive Director and Steven Fett Project managerure, Inc. signing by and through its representatives is duly authorized to execute same.

PROJECT MANAGER

By: _____
Print Name: _____
Title: _____

____ day of _____, 2024

**OPA-LOCKA COMMUNITY
REDEVELOPMENT AGENCY**

By: _____
Jason Walker, Executive Director

____ day of _____, 2024

APPROVED AS TO FORM:

Marlon Hill, OCRA Board Attorney

RESOLUTION NO. 24-_____

A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AND FACILITATE THE DEVELOPMENT INCENTIVE ASSISTANCE AGREEMENT WITH PALMETTO HOMES, INC. TO INCLUDE IMPROVEMENTS FOR CERTAIN DEEDED SITES, PROVIDE PROGRAM ADMINISTRATION OF THE OCRA DEVELOPMENT INCENTIVE ASSISTANCE PROGRAM PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, on May 25, 2022, the OCRA approved a commercial Development Incentive Assistance Program to assist qualified business or property owners with building and property improvements related to the improvement of an existing business or eliminating blighted neighborhood conditions in the OCRA area with infill housing (the "Program"); and

WHEREAS, Miami-Dade County has deeded to Palmetto Homes, Inc. ("Developer") certain scattered sites intended to be utilized for the development of infill housing; and

WHEREAS, the Program to facilitates the improvement and development of infill housing of certain deeded sites from Miami-Dade County (individually, the "Project Site", collectively, the "Project Sites", attached hereto as, Exhibit "A"); 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 Community Redevelopment Area, the Agency will contribute funds in the amount not to exceed One Hundred Twenty Thousand and 00/100 Dollars (\$120,000.00), with allocation of \$60,000 to each Project Site, to be applied for by Developer, and such funds shall be utilized for the completion of the Project Sites; and

WHEREAS, on _____, 20____, Agency recommended approval of funding for infill housing at these Project Sites under the Program; and

WHEREAS the Agency and the Developer are desirous of entering into this Agreement to effectuate the development of the Project Sites; 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 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 the facilitation and execution of the commercial Development Incentive & Assistance Program Grant to Palmetto Homes, Inc. for infill housing development services not to exceed a total of \$120,000.00 for the Project Sites and an allocation of \$60,000.00 from such total amount to each Project Site.

Section 3. SCRIVENER'S ERRORS

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2024.

Jannie Russell
OCRA Chair

ATTEST:

Joanna Flores, 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) _____

**OPA-LOCKA COMMUNITY
REDEVELOPMENT AGENCY**

**DEVELOPMENT INCENTIVE
ASSISTANCE AGREEMENT**

THIS **DEVELOPMENT INCENTIVE ASSISTANCE AGREEMENT** (the "Agreement") is made and entered into this _____ day of _____, 2024, 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, ,
a Florida
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 Opa-Locka Community Redevelopment Area; 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 (individually, the "Project Site", collectively, the "Project Sites", attached hereto as, Exhibit "A"); 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 Community Redevelopment Area, the Agency will contribute funds in the amount not to exceed One Hundred Twenty Thousand and 00/100 Dollars (\$120,000.00) to be applied for

by Developer, and such funds shall be utilized for the completion of the Project Sites; and

WHEREAS, on _____, 20____, 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 an amount not to exceed One Hundred Twenty Thousand and 00/100 Dollars (\$120,000.00), inclusive of the respective Project Sites for a total of Sixty Thousand Dollars (\$60,000.00) each.

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

2.6 Area. The community redevelopment area, 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, _____, _____ (manager/member) 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.

2.15 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.

2.16 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.

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

2.18 Declaration. The Declaration of Restrictive Covenants to be executed by the Developer and recorded in the public records of Miami-Dade County at the time of payment of the Agency Funds to provide for restrictions as far as ownership of the Project and the income requirements for residents of the Project. A copy of the form Declaration is attached hereto as Exhibit "F."

2.19 Developer. Palmetto Homes of Miami, Inc., a Florida corporation.

2.20 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 _____.

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

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

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

2.24 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"); Declaration ("Exhibit "F"); Job Creation Report (Exhibit "G").

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

2.26 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.

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

2.28 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.

2.29 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.

2.30 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.

2.31 Project. New development on the Project Site as described below:

**[ADDRESS]
CONSTRUCTION OF _____.
APPROXIMATELY _____ SQUARE FEET, SUBJECT TO
FULL REVIEW BY THE CITY PLANNING AND ZONING
BOARD AND THE CITY COMMISSION**

2.32 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.

2.33 Project Site. The property sites described in 2.31 herein.

2.34 Property Owner: Palmetto Homes of Miami, Inc, a Florida corporation.

2.35 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.

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

2.37 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. In addition, the Developer agrees to restrict the rental of the units at the Project Site to individuals who are income qualified. The income limits shall be _____. Both the ownership restrictions and income limits shall be enforced through the Declaration.

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 Funding.

- (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 Twenty Thousand and 00/100 Dollars (\$120,000.00) in the form of a grant (the "Agency Funds"). The Agency is providing the Agency Funds 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 Closing on Agency Funds. The Closing on Agency Funds shall occur on the date provided in the Project Schedule.

6.3 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 herein. 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.

6.4 The Developer shall have shown:

- (a) 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.
- (b) The site plan approval by the City, if required, and the Agency; and
- (c) The Permits approved by the City or other appropriate governmental authority; and
- (d) 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.
- (e) 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
- (f) The Developer shall not be in default of this Agreement; and
- (g) Proof of all applicable insurance; and
- (h) 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.

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 _____, Page _____ 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

8.1 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.

8.2 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:

8.2.1 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:

(i) 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;

(ii) construction of the Project;

(iii) financing necessary to complete the Project; and

(iv) 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 Community Redevelopment Area, 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:

(i) 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.

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

(iii) 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.

(a) 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.

(b) 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.

(c) 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.

(d) 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.

(e) 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 termination of the Declaration.

(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.

Attn: _____

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.

17.8 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.

17.9 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.

17.10 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.

17.11 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.

17.12 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.

17.13 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.

17.14 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.

17.15 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.

17.16 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.

17.17 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.

17.18 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.

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

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

17.21 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.

17.22 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.

- (a) 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.

(b) 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.

17.23 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 1504; Attention: Kinshannta Hall, Custodian of Public Records.

17.24 Not A General Obligation. Neither this Agreement nor the obligations imposed upon the Agency hereunder shall be or constitute an indebtedness or general obligation of the Agency or other Governmental Authority within the meaning of any 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.

17.25 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.

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

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

17.28 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

Executive Director

ATTEST:

By: _____
CRA Secretary

APPROVED AS TO FORM:

By: _____
Marlon Hill, General Counsel

DEVELOPER:

WITNESSES:

Palmetto Homes of Miami, Inc., a
Florida corporation

By:_____

[Witness print or type name]

Print Name: _____

Title: _____

[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_____day of_____, 20____by
_____as Manager of Palmetto Homes of Miami, Inc., a Florida
corporation. He/She is personally known to me or has produced
_____as identification.

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

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

**COMPOSITE EXHIBIT “A”
CONCEPTUAL PROJECT PLANS**

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

EXHIBIT “C”
PROJECT PLANS

EXHIBIT “D”

Legal Description for Project

EXHIBIT “E”
PROJECT SCHEDULE FOR DISBURSEMENT

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

**EXHIBIT “F”
RESTRICTIVE COVENANT**

PREPARED BY AND RETURN TO:

DECLARATION OF RESTRICTIVE COVENANTS

THIS INDENTURE is made this _____ day of _____, 20____.

WHEREAS, in furtherance of the Plan (defined herein), and pursuant to duly convened public meetings, the Development Incentive Assistance Agreement dated _____, 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 Developer shall provide affordable housing units to individuals or families, and acknowledges and agrees on behalf of the Developer, its successors, and assigns that the purpose of this covenant is to provide affordable housing units to individuals or families within the workforce income bracket. The rents of these units will be maintained at a level that remains affordable and suitable for workforce-level residents. The Developer further agrees that the Property 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. The Developer agrees to keep the rental rates for the residential units constructed on the Property at a level that is consistent with workforce income levels for a period of five (5) years from the effective date of this covenant.

SIGNATURE PAGE TO FOLLOW

DEVELOPER:

WITNESSES:

Corporation

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

By: _____

[Witness print or type name]

Print Name: _____

Title: _____

[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 _____ day of _____, 2023 by, _____, as
Manager/Member of Palmetto Homes of Miami, Inc., a Florida corporation. He/She is _____ personally
known to me or _____ has produced _____ as identification.

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

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

WITNESSES:

[Witness-print or type name]

[Witness-print or type name]

PROPERTY OWNER:

Title:

Print Name: _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ____ physical
presence or ____ online notarization this ____ day of _____, 20____ by

_____ as Manager of _____, . He is personally
known to me or has produced _____ as identification.

(SEAL)

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

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

EXHIBIT "G"

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

CITY HALL
780 FISHERMAN STREET, 4TH FLOOR
OPA-LOCKA, FL 33054
Tel: 305-953-2868

PAGE NO. 1

V
E
N
D
O
R

21042
PALMETTO HOMES OF MIAMI
4952 NW 7TH AVE
MIAMI FL 33169

S
H COMMUNITY DEVELOPMENT
I CITY OF OPA-LOCKA
P 780 FISHERMAN ST 4TH FLOOR
T OPA-LOCKA, FL 33054
O ATTN: OCRA

ORDER DATE: 12/19/23		BUYER: CITY OF OPA LOCKA		REQ. NO.: 24000872		REQ. DATE: 11/29/23	
TERMS: NET 30 DAYS			F.O.B.:		DESC.: DEVELOPMENT ASSISTANCE GR		
ITEM#	QUANTITY	UOM	DESCRIPTION			UNIT PRICE	EXTENSION
01	1.00		DEVELOPMENT ASSISTANCE GRANT			60000.0000	60,000.00
ITEM# ACCOUNT AMOUNT PROJECT CODE PAGE TOTAL \$ 60,000.00 TOTAL \$ 60,000.00							
01	77	5776001	60,000.00		PREPAY ALL FREIGHT & ADD TO INVOICE FURNISHING BILL OF LADING. PO NUMBER MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES, & CORRESPONDENCE. IMPORTANT: Email Invoice in DUPLICATE showing Purchase Order to Finance Department - payables@opalockafl.gov immediately upon delivery.		

See Reverse Side For Additional Information.

APPROVED BY

DIRECTOR OF PURCHASING

PAGE 1

REQUISITION 24000874

REQUESTED 11/29/23
REQUIRED 11/29/23

DEPT/DIVISION 77
COMMUNITY REDEVELOPMENT A BUYER
CITY OF OPA LOCKA

SHIP TO CDEV
COMMUNITY DEVELOPMENT
CITY OF OPA-LOCKA
780 FISHERMAN ST 4TH FLOOR
OPA-LOCKA, FL 33054
ATTN: OCRA
DEVELOPMENT ASSISTANCE GRANT H2

VENDOR 21042
PALMETTO HOMES OF MIAMI
4952 NW 7TH AVE
MIAMI FL 33169
FREIGHT

LN/ST	COMMODITY	STOCK NO	QUANTITY	UOM	UNIT PRICE	EXTENSION/ TAX/TRADE-IN
01			1.00		60,000.0000	60,000.00
	O DEVELOPMENT ASSITANCE PROGRAM					0.00
						0.00
					TOTAL PRICE	60,000.00
	DIVISION	ACCOUNT	TASK	ACCOUNT	CHARGE	AMOUNT
	77	5776001				60,000.00
					REQUISITION TOTAL	60,000.00

PAGE TOTAL

60,000.00

PAGE 1

REQUISITION 24000872

REQUESTED 11/29/23
REQUIRED 11/29/23

DEPT/DIVISION 77
COMMUNITY REDEVELOPMENT A BUYER
CITY OF OPA LOCKA

SHIP TO CDEV
COMMUNITY DEVELOPMENT
CITY OF OPA-LOCKA
780 FISHERMAN ST 4TH FLOOR
OPA-LOCKA, FL 33054
ATTN: OCRA
DEVELOPMENT ASSISTANCE GRANT

VENDOR 21042
PALMETTO HOMES OF MIAMI
4952 NW 7TH AVE
MIAMI FL 33169
FREIGHT

LN/ST	COMMODITY	STOCK NO	QUANTITY	UOM	UNIT PRICE	EXTENSION/ TAX/TRADE-IN
01			1.00		60,000.0000	60,000.00
	O DEVELOPMENT ASSISTANCE GRANT					0.00
						0.00
					TOTAL PRICE	60,000.00

DIVISION	ACCOUNT	TASK	ACCOUNT	CHARGE AMOUNT
77	5776001			60,000.00

REQUISITION TOTAL 60,000.00

RECEIVED
CITY OF OPA LOCKA
12/15/23

10:09 AM 12-15-23

PAGE TOTAL

60,000.00

**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.

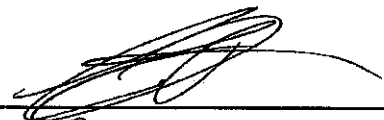
AGENCY:

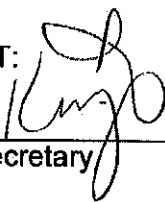
WITNESSES:

**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: 
Carlton J. Delaine
Executive Director

ATTEST: 

CRA Secretary

APPROVED AS TO FORM:
CRA Attorney

By: _____
Marlon Hill, General Counsel

DEVELOPER:

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

WITNESSES:

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

My Commission Expires:

11/18/2028
Commission Number



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

COMPOSITE EXHIBIT "A"
CONCEPTUAL PROJECT PLANS

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

000000

000000



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

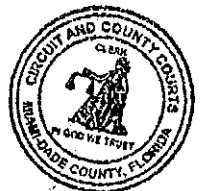
THIS AMENDED AND RESTATED COUNTY DEED, made this 21st day of Jan, 2021 by **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and **PALMETTO HOMES OF MIAMI, INC.**, a Florida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

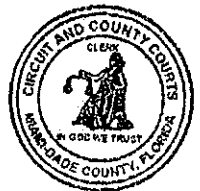
7. That Palmetto Homes shall pay real estate taxes and assessments on the Properties or any part thereof when due. The Palmetto Homes shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that Palmetto 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 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

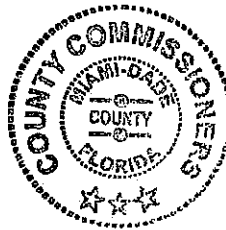
By: _____

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: Archievistus Lundy

Name: Archievistus Lundy

Title: President

Dwante Lundy

Print Name

Dwante 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

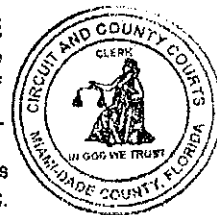


EXHIBIT A

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 20 22
WITNESS my hand and Official Seal.
HARVEY FLAVIN, 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

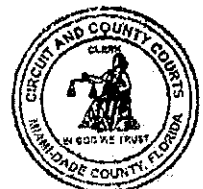
THIS AMENDED AND RESTATED COUNTY DEED, made this 21st day of Jan., 2022 by **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and **PALMETTO HOMES OF MIAMI, INC.**, a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

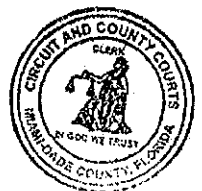
THIS CONVEYANCE IS SUBJECT TO all zoning, rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Properties; existing public purpose utility and government easements and rights of way and other matters of record; taxes for the year of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

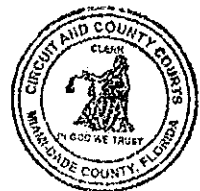


Homes shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.

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, 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 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 appropriate instrument acknowledging satisfaction with all Deed restrictions listed above. 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

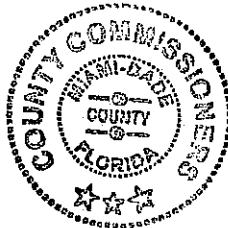
By: _____

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: Arvidus Lyndy
Title: President

Dwante Lyndy
Print Name
Dwante 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 # EG 147705
Expires January 31, 2022
Bonded thru 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 2022
WITNESS my hand and Official Seal.
HARVEY R. WIN, 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

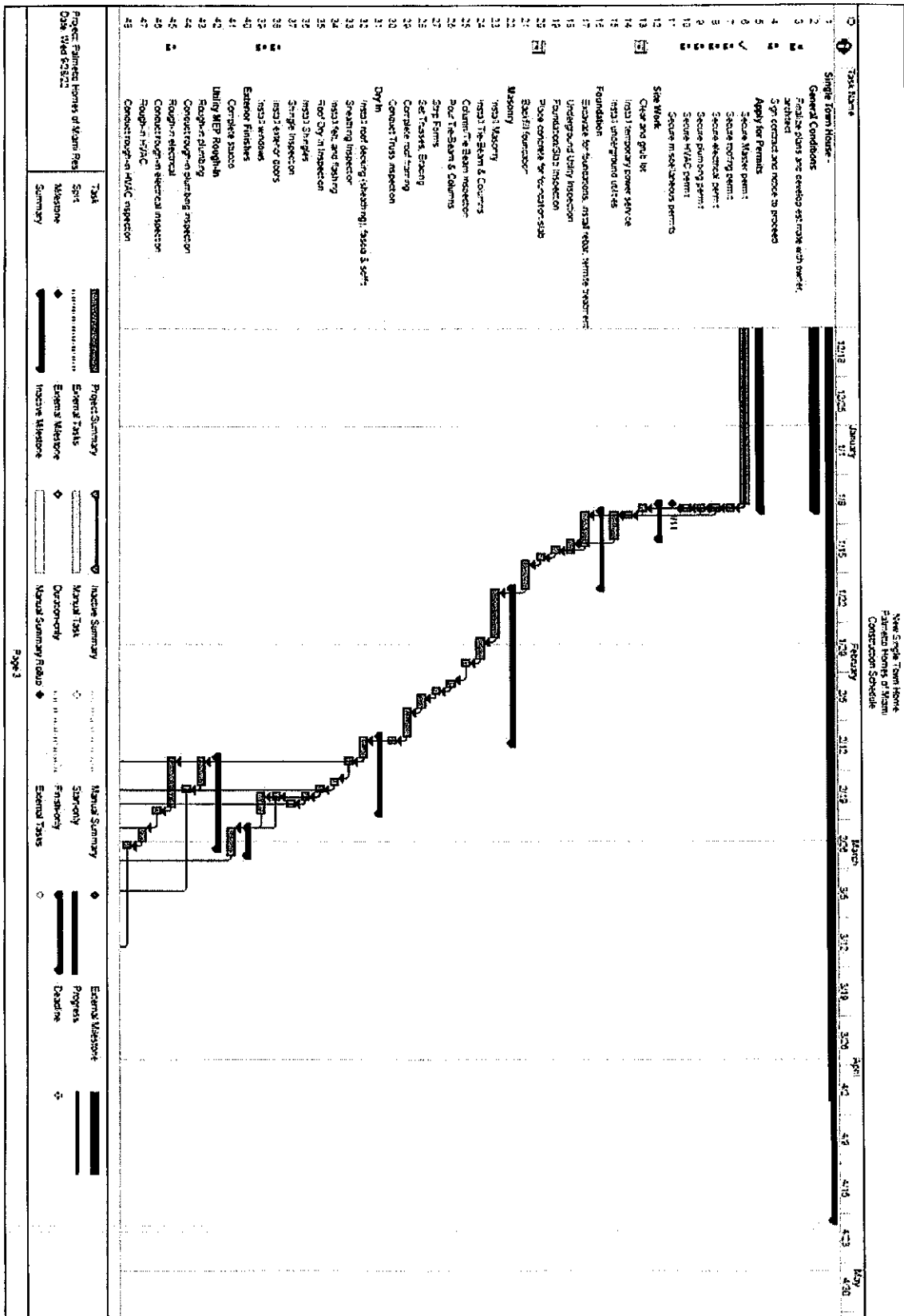
Effective Date of Agreement	Full execution of the Agreement
Developer Obtains all government approvals and permits	Within Sixty (60) days from the Effective Date of the Agreement
Commencement Date	Within Ninety (90) days of the Effective Date
Completion Date: Building permit has been inspected and passed 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

See Single Town House
Planned Home of Milan
Construction Schedule

Job Name	Duration	Start	Finish	Summary	Manual Task	Summary	Manual Summary	External Viewport
Single Town House -	168 days	Thu 9/1/02	Sun 10/23/03					
General Conditions	56 days	Thu 9/1/02	Thu 11/14/02					
Excavate pits and develop retaining wall over site	1 day	Thu 9/1/02	Thu 9/1/02					
Apply for Permits	56 days	Thu 9/1/02	Thu 11/14/02					
Secure existing permit	1 day	Thu 9/1/02	Thu 9/1/02					
Secure electrical permit	1 day	Thu 9/1/02	Thu 9/1/02					
Secure plumbing permit	1 day	Thu 9/1/02	Thu 9/1/02					
Secure fire alarm permit	1 day	Thu 9/1/02	Thu 9/1/02					
Secure miscellaneous permits	1 day	Thu 9/1/02	Thu 9/1/02					
Site Work	1 day	Thu 9/1/02	Thu 9/1/02					
Clear and grub lot	1 day	Thu 9/1/02	Thu 9/1/02					
Install temporary power service	1 day	Thu 9/1/02	Thu 9/1/02					
Install underpinning walls	1 day	Thu 9/1/02	Thu 9/1/02					
Foundation	7 days	Thu 9/1/02	Mon 10/23/02					
Excavate for foundations, install water service treatment	3 days	Thu 9/1/02	Thu 9/1/02					
Underpinning Using Inspection	2 days	Thu 9/1/02	Wed 9/18/02					
Foundation Slab Inspection	1 day	Thu 9/1/02	Wed 9/18/02					
Place concrete for foundation walls	1 day	Thu 9/1/02	Thu 9/18/02					
Masonry	2 days	Thu 9/1/02	Mon 10/23/02					
Install masonry	16 days	Thu 9/1/02	Thu 10/23/02					
Install Foundation Columns	3 days	Thu 9/1/02	Mon 10/23/02					
Column/Framing Inspection	1 day	Thu 9/1/02	Mon 10/23/02					
Post Foundation Columns	1 day	Thu 9/1/02	Mon 10/23/02					
Set Forms	1 day	Thu 9/1/02	Mon 10/23/02					
Set Trusses, Slabbing	2 days	Thu 9/1/02	Mon 10/23/02					
Complete roof framing	2 days	Thu 9/1/02	Mon 10/23/02					
Conduct Truss inspection	1 day	Thu 9/1/02	Mon 10/23/02					
Dry In	9 days	Thu 9/1/02	Mon 10/23/02					
Install roof decking (sheathing), sheat & raft	2 days	Thu 9/1/02	Mon 10/23/02					
Sheathing inspection	1 day	Thu 9/1/02	Mon 10/23/02					
Install w/c and flueing	1 day	Thu 9/1/02	Mon 10/23/02					
Roof Dry in inspection	1 day	Thu 9/1/02	Mon 10/23/02					
Install Scaffolding	1 day	Thu 9/1/02	Mon 10/23/02					
Single Inspection	1 day	Thu 9/1/02	Mon 10/23/02					
Install exterior doors	1 day	Thu 9/1/02	Mon 10/23/02					
Install windows	3 days	Thu 9/1/02	Mon 10/23/02					
Exterior Finishes	4 days	Mon 10/23/02	Thu 10/23/02					
Complete stairs	4 days	Mon 10/23/02	Thu 10/23/02					
Utility MEP Rough-in	9 days	Thu 9/1/02	Mon 10/23/02					
Rough - plumbing	2 days	Thu 9/1/02	Mon 10/23/02					
Construction-starting inspection	1 day	Thu 9/1/02	Mon 10/23/02					
Rough electrical	4 days	Thu 9/1/02	Mon 10/23/02					
Construction-electrical inspection	1 day	Thu 9/1/02	Mon 10/23/02					
Rough HVAC	2 days	Mon 10/23/02	Thu 10/23/02					
Construction-HVAC inspection	1 day	Mon 10/23/02	Thu 10/23/02					

Page 3

New Apple Town Home Patched Town of Miami Construction Schedule									
Task Name	Duration	Start	Finish	September	October	November	December		
1. Rough-in communication - phone, cable, computer, alarm	2 days	Fri 3/1/02	Mon 3/5/02						
2. Interior Finishes	25 days	Tue 3/1/02	Mon 3/17/02						
3. Framing - Wall & Ceiling	2 days	Thu 3/28/02	Mon 4/1/02						
4. Insulation	5 days	Tue 3/28/02	Tue 4/2/02						
5. Plank wall insulation	1 day	Tue 4/2/02	Tue 4/2/02						
6. Plank ceiling deck insulation	1 day	Tue 4/2/02	Tue 4/2/02						
7. Conduct insulation inspection	1 day	Wed 4/3/02	Wed 4/3/02						
8. Drywall	6 days	Thu 4/4/02	Thu 4/11/02						
9. Initial drywall	3 days	Fri 4/5/02	Mon 4/8/02						
10. Drywall inspection	1 day	Tue 4/9/02	Tue 4/9/02						
11. Tape and float drywall wall & ceiling	2 days	Wed 4/10/02	Thu 4/11/02						
12. Paint and Wallpaper	4 days	Fri 4/12/02	Wed 4/17/02						
13. Paint all interior	1 day	Fri 4/12/02	Fri 4/12/02						
14. Paint exterior siding & trim MCA	4 days	Fri 4/12/02	Mon 4/15/02						
15. Cabinets	3 days	Mon 4/15/02	Wed 4/17/02						
16. Install kitchen cabinets	2 days	Mon 4/15/02	Tue 4/16/02						
17. Install master bath and guest cabinets	1 day	Wed 4/17/02	Wed 4/17/02						
18. Finish Plumbing	4 days	Wed 4/17/02	Mon 4/22/02						
19. Complete kitchen plumbing	1 day	Thu 4/18/02	Thu 4/18/02						
20. Complete master bath and guest plumbing	2 days	Thu 4/18/02	Fri 4/19/02						
21. Conduct final plumbing inspection	1 day	Mon 4/22/02	Mon 4/22/02						
22. Finish Electrical	11 days	Mon 4/22/02	Wed 5/1/02						
23. Complete circuits to service panel	1 day	Tue 4/23/02	Tue 4/23/02						
24. Conduct final electrical inspection	1 day	Tue 4/23/02	Tue 4/23/02						
25. Complete communications wiring - phone, cable, con	2 days	Thu 4/25/02	Fri 4/26/02						
26. Finish HVAC	1 day	Thu 4/25/02	Thu 4/25/02						
27. Conduct HVAC inspection	1 day	Fri 4/26/02	Fri 4/26/02						
28. Complete tile and Appliances	6 days	Mon 4/29/02	Mon 5/6/02						
29. Complete kitchen and baths	3 days	Thu 5/2/02	Wed 5/8/02						
30. Carpet Selections	2 days	Thu 5/2/02	Fri 5/3/02						
31. Install carpet	1 day	Mon 5/6/02	Mon 5/6/02						
32. Landscaping and Grounds Work	7 days	Thu 5/9/02	Fri 5/17/02						
33. Post concrete driveway and sidewalks	2 days	Thu 5/9/02	Fri 5/10/02						
34. Initial landscape work	2 days	Mon 5/13/02	Tue 5/14/02						
35. See and complete plantings - trees, grass	2 days	Wed 5/15/02	Thu 5/16/02						
36. See and complete plantings - bushes	1 day	Fri 5/17/02	Fri 5/17/02						
37. Final Acceptance	14 days	Mon 5/20/02	Thu 5/30/02						
38. Complete this inspection for certificate of occupancy	3 days	Mon 5/20/02	Wed 5/22/02						
39. Cleanup for occupancy	2 days	Tue 5/21/02	Wed 5/22/02						
40. Perform final walk-through inspection	1 day	Thu 5/23/02	Thu 5/23/02						
41. Complete project 1st time	5 days	Fri 5/24/02	Thu 5/30/02						



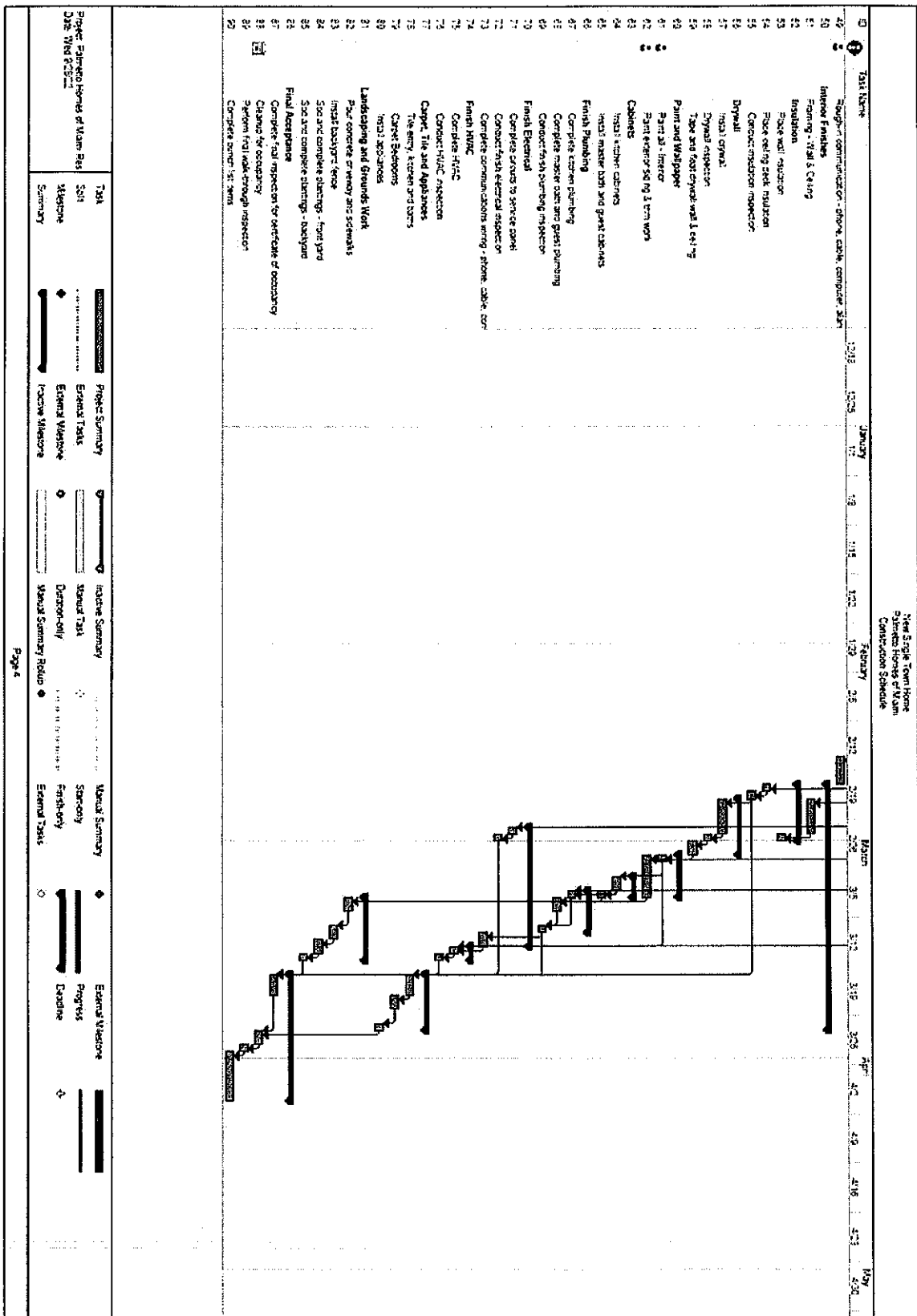


EXHIBIT "G"
RESTRICTIVE COVENANT

PREPARED BY AND RETURN TO:

DECLARATION OF RESTRICTIVE COVENANTS

THIS INDENTURE is made this 29th 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: ARISTOTUS P LUNDY
Title: President
Print Name: ARISTOTUS 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

ARISTOTUS 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.

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

Tarshala Knowles
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

WITNESSES:

BRIANA GREEN
[Witness-print or type name]

[Witness-print or type name]

PROPERTY OWNER:

Ariodistus P Lundy
president
Title: _____
Print Name: ARIOD 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 Ariodistus 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:

MORTGAGOR:

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

BRIANA GREEN

[Witness-print or type name]

Chiranth P. Ling

Title: President

Print Name: CHIRANTH P. LING

PATRICIA KARPUKES

[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

Arribas Lundy as President of . She 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 #183788
Expires January 31, 2026
Bonded Thru Budget Notary Services

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

11/18/2026
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

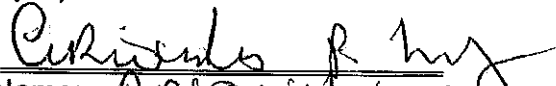
or such other place as shall be designated by the holder of this Note in writing.

- 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: Arto Vissus

Title: President 

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														

GREATER MIAMI SERVICE CORPS

PAYMENT REQUEST FOR THE MONTH OF DECEMBER 2023

GREATER MIAMI SERVICE CORPS 810 NORTH WEST 28TH STREET MIAMI FLORIDA 33127 PHONE: 305.638.4672 FAX: 305.633.5319	To	CITY OF OPA LOCKA CRA 780 FISHERMAN STREET OPA LOCKA, FLORIDA 33054 <u>ATTENTION: JASON WALKER</u> <u>SHAMECCA LAWSON</u>
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Date: 2/8/2024	Invoice Number: 8094
Project Name Home Improvement Project	Paint, Plant, and Pave Program
Period Covered:	Period ended January 31, 2024

DETAILED MONTHLY EXPENDITURES

DESCRIPTION	BUDGET	ACTUAL
Subtotal Personnel		
Subtotal Travel		
Subtotal Lunch		
Housing Beautification (7 homes x \$10,000)	\$10,000	\$70,000
Subtotal other Direct Costs		\$70,000
TOTAL AMOUNT		\$70,000

Young People... Serving their Community



HOME BEAUTIFICATION PROGRAM



No.	Address	Status	Additional Services	Observations	Amount
4	2001 Wilmington Street Opa-Locka, FL 33054	Completed- Services included pressure cleaning, wood repair around exterior of the roof.	Declined Energy efficiency services		\$10,000
5	2070 Wilmington Street Opa-Locka, FL 33054	Completed- Services included pressure cleaning, painting home. Shaped/Cleaned up the driveway and designed it with white marble rocks. Planted a palm tree and surrounded it with marble rocks. Excavated out certain areas of bad grass and replaced it with new sod(grass). Planted green/yellow croton mamey plants and surrounded them with marble rocks.	Declined Energy efficiency services		\$10,000
6	2080 Wilmington Street Opa-Locka, FL 33054	Completed- Services included pressure cleaning. Replace bad wood around the house. Rebuilt/Replaced the back porch beams that support the roof overhang (which was starting to cave in). Removed two large hedges. Planted mamey Croton plants and surrounded them with red mulch. Removed old walkway pavers and designed a new walkway.	Replaced light bulb, replace showerhead, also seal up cracks that was in the house and clean AC Filters		\$10,000



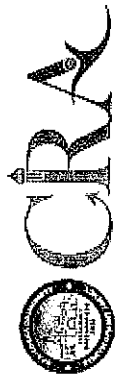
HOME BEAUTIFICATION PROGRAM



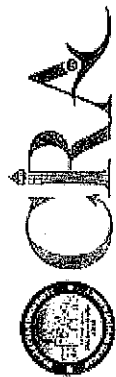
		with new pavers (16 by 16) and surrounded them with red mulch. Excavated out damaged grass and replaced with new sod(grass). Surrounded fountain in the yard with red mulch.			
7	2111 Wilmington Street Opa-Locka, FL 33054	Completed- Services included pressure cleaning, paint home Cleaned out two bedding areas that sit opposite of porch. Removed dead rose bushes. Removed dead tree stump out the middle of the yard. Shaped, cleaned, and placed white marble rocks around the tree. Planted a mixture of magnificent crotons and pink liliacs on both sides of bedding areas and surrounded them with white marble rocks. Excavated out damaged grass and replaced with new sod(grass). Level out soil before placing down new sod(grass). Shaped and designed driveway with white marble rocks. Created a walkway going toward the driveway with 20 by 20 pavers.	Declined Energy efficiency services		\$10,000



HOME BEAUTIFICATION PROGRAM



8	2050 Wilmington Street, Opa-Locka, FL 33054	Completed- Services included pressure cleaning, paint home. Designed a sitting area with 24 by 24 pavers and placed a mixture of big river rocks and small river rocks in between under the patio. Removed large overgrown tree roots from the yard. Excavated out the entire yard of damaged grass and replaced it with new sod (grass). Planted a mixture of magnificent crotons and Zanzibar crotons and surrounded them with big river rocks. Created a driveway with a mixture of big river rocks and small river rocks. Replaced damaged wood in the soffit area along the west side of the house going towards the back.	Declined Energy efficiency services		\$10,000
9	2090 York Street Opa-Locka, FL 33054	Completed- Services included pressure cleaning, paint home Planted mamey Croton plants near a window and surrounded them with big river rocks. Removed two unwanted plants in the bedding area, cleaned them out, planted Mamey Croton plants as replacements, and surrounded the entire bedding area with big river rocks. Created a walkway going towards the gate to get	Replaced light bulb, replace showerhead, also seal up cracks that was in the house		\$10,000



HOME BEAUTIFICATION PROGRAM



		to her backyard with 20 by 20 pavers. Excavated out the entire yard of damaged grass and replaced with new sod(grass). Shaped driveway was shaped and designed with big river rocks. Surrounded the large hedges with big river rocks. Placed sod(grass) along the fence line on the outside.			
10	2161 Rutland Street Opa-Locka, FL 33054	Completed- Services included pressure cleaning, paint home planted coleus plants, a shaped triple ball plant in the bedding area and surrounded them with big river rocks. Excavated out the entire yard of damaged grass and replaced it with new sod(grass). Created a flower-shaped border around the tree and placed big river rocks inside it. Designed driveway with big river rocks. Patching work around the soffit area of the beams that support the structure of the roof.	Declined Energy efficiency services		\$10,000

**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



WELLSPRING APARTMENTS

14703 NW 27 Ave Opa-locka, FL 33054



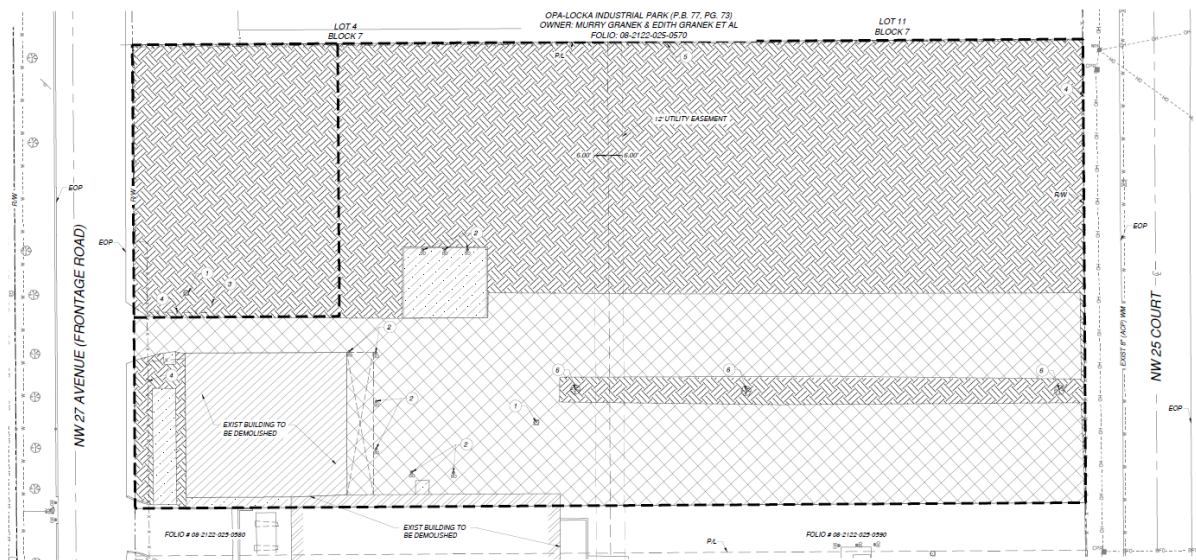
Integral Florida, LLC
690 Lincoln Road Suite 203
Miami Beach, FL 33139
Page 26 of 259

I. Developer Request to the City of Opa-locka Community Redevelopment Agency

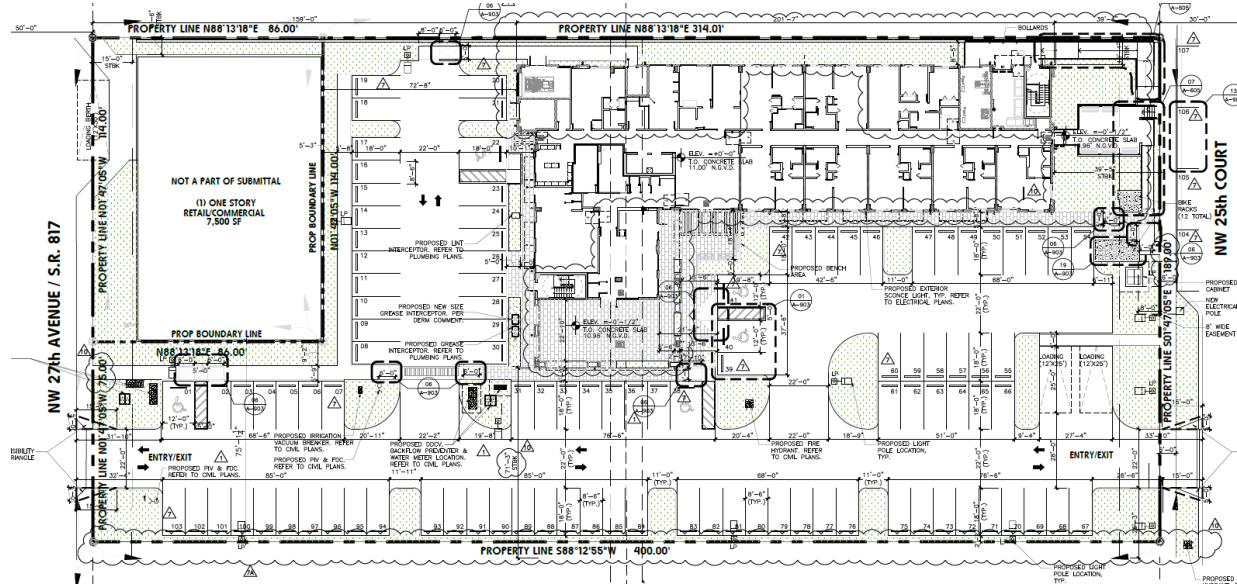
Integral Florida, LLC, a Florida affordable housing and commercial real estate developer, is seeking participation from The City of Opa-locka Community Redevelopment Agency's in the construction of **Wellspring Apartments**, a 99-unit senior affordable housing complex. The scope of Wellspring Community Complex project includes significant upgrades and improvements to surrounding City infrastructure within the CRA area; providing installation of new water, sewer, and drainage structures and the renovation and rehabilitation of existing roadways and sidewalks—estimated at approximately \$2.6M. Situated on a major corridor within the Agency's boundaries, the Wellspring project will assist the CRA in it's mission of removing slum and blight from the Opa-locka community.

Integral Florida, LLC, is requesting **\$25,000.00** from the Opa-locka CRA for the partial demolition of the existing structure located at the SW corner of the development site as shown in the site layout below. Integral has contracted with Florida Demolition, Inc. to perform the required demolition.

Existing Site



Development Site Plan



The remaining structure, a former maternity center operated by Jackson Health Systems, is to be rehabilitated into a multi-discipline medical office facility for low-income residents and seniors by Wellspring Community Resources, Inc. a local non-profit agency.

Provided below is additional information on the Wellspring Apartments project, the projet design elements, and financing structure. Should you have any questions concerning this request, please contact development manager, Aaron McKinney, at amckinney@integral-online.com or (305) 321-8796.

II. Organization Profile

Integral Florida, LLC is the Florida division of The Integral Group LLC which is a privately held urban real estate development and investment management company. Founded in 1993, Integral has distinguished itself by compiling a track record of achievements in implementing residential, retail, office, institutional and transformational mixed-use projects in urban markets. Typically, the neighborhoods in which its projects are developed have been victims of high crime rates, urban decay, disinvestment, and disenfranchisement. More often than not, completed projects, similar to the size and scope of the Veranda at North Main, have served as the catalyst of a newly energized community with home ownership investment and retail growth resulting in economic development, lower crime rates, and overall community pride.

Master Developer Experience: The division of the Integral Group responsible for developing large scale, master planned, mixed-use communities, is the Community Development Division, which does business as Integral Development LLC (Integral). Integral has successfully completed more than 55 projects with a total development cost approaching \$2 billion. The Development Division has transformed hundreds of acres of land, in 15 cities and 9 states, developing more than 8,000 housing units, 5,100 of which are affordable. Integral has been highly successful at transforming well positioned, yet overlooked corridors into vibrant communities of choice while using creative financing to complete each deal. This approach to development has turned 'hidden gems' into desired destinations and created hundreds of jobs across cities. The division helps to ensure the success of revitalization projects and promotes new urbanism. Integral's experience utilizing new urbanism, which promotes walkability and pedestrian friendly communities is extensive and will be demonstrated throughout this proposal. These developments have a ripple effect that not only creates a sustainable community with workforce housing, but benefits the entire neighborhood, the city, and ultimately the state by, promoting ridership, encouraging walkability, decreasing traffic congestion, and creating new linkages that enhance accessibility. Integral's communities link residents with essential economic activity, which includes shopping, entertainment and employment centers, public parks, and balanced transportation options. Our team works with the community, public agencies and the City entities to design a master plan that provides a balance of density, green space, and pedestrian connectivity with a new street grid. The goal is to ensure that the development is visually compatible with the existing urban fabric. Our neighborhoods have proven to be a pedestrian-friendly environment, with very distinctive street facades that promote the urban lifestyle.

Demonstrated ability to work with public agencies: As a pioneer and leader in the paradigm shift to mixed-use, mixed-income community development, Integral is committed to remaining at the leading edge of innovative techniques on completing healthy, thriving developments. Furthermore, Integral has extensive, relevant project experience and has served as Program Manager, Developer, or Development Consultant on over fifty-five (55) mixed-income real estate transactions. We have successfully partnered with over 15 cities, 12 housing authorities, redevelopment agencies, and other public and private entities to close these transactions. This partnership has resulted in Integral completing or currently completing over sixteen (16) multi-phased, master planned, mixed-income, mixed-use and mixed-financed in partnership with public agencies. Our experience with these types of transactions has evolved from HOPE VI developments to today's Choice Neighborhoods and beyond to other non-federally sponsored redevelopment efforts. Our journey has allowed us to guide, lead and assist in planning and implementing mixed-income housing developments supported by strong infrastructures. One great example is Integral's collaboration with public entities on its first mixed-income housing development, Centennial Place which was the very first HOPE VI project in the country. Integral coordinated with the housing authority on developing the legal and regulatory framework to make the mixed-income housing strategy viable in the state, including getting State and Local legislative changes to enable tax-exempt treatment to be conveyed to public housing eligible units in privately owned housing.

Innovative approach to development: As forerunners, innovation is demonstrated throughout Integral's history. In 1998, Integral developed the **FIRST** mixed-income, Hope VI development in the nation. Fast forward to today and Integral continues to be the pioneer. In 2012, Integral was awarded tax credits for the FIRST affordable assisted living project in Indiana. The Oasis at 30th is a full-service Assisted Living Facility (ALF) that will operate 24 hours per day, 7 days per week, and serving 3 meals per day. In 2013, Integral received funding for the FIRST preservation project in Georgia due to expiring Tax Credits for Integral's Centennial Place development. In 2016, Integral's community revitalization development, Scholars Landing, became the FIRST community to receive the Choice Neighborhood Implementation (CNI) Grant in Georgia. Integral continues to make history and set standards for affordable housing throughout the country. In 2015, Integral broke ground on the FIRST and only truly affordable housing solution adjacent to Denver's Union Station, delivering 109 residential units, of which 75 are affordable.

Ability to address community concerns: Integral approaches resident and community participation from a perspective of respect and practicality. We believe that the long-term success of any project will be measured by the people it affects. This has been our mission since the company's inception. Which is why when Integral is involved in a program, we take the time to develop all the required relationships, from the President of the local college to the elderly resident that has been living in the community most of his/her life. Always seeking consensus, our team members work with local partners to identify each party and person with interests in the program to pinpoint mutual interests for joint gain. Then through education, conversation, and written communication, we establish a shared vision. That vision is reduced to goals, objectives, and specific tasks, which allows for careful focus. It is our ability to maintain focus on the completion of critical tasks that has led to the fulfillment of award winning and more importantly, the fulfillment of great shared visions to provide workforce housing for residents. All of this comes about through solid trusting relationships. Our implementation strategy will rely heavily on its ability to gain consensus from the community stakeholders. Therefore, a large effort will be made to solicit input from and provide clear and concise information to the identified stakeholder groups. Integral is confident that the ultimate plan will engage the support of community stakeholders. We base this belief on Integral's past track record.

Combined, our team members have over 100 years of experience in revitalizing communities. Partners of our parent company include Egbert Perry, Vicki Lundy Wilbon, Valerie Edwards and Carl Powell. Other key personnel are Daryl Jones, Beeleng Chan, Trey Williams, and Brian Rackley. Our Florida division has over 30 years of collective experience and is led by Kareem Brantley. Team members include Leonardo Arippol and Aaron McKinney.

III. Project Summary

A. Building Design

Wellspring Apartments, a 99-unit 6-story mid-rise senior apartment complex was designed to deliver the quality residentials to the senior residents of the Opa-locka community. The building design is inspired by the rich history and uniqueness of the City of Opa-locka, using various architectural elements of Moorish architecture consistent City’s historic facilities. Design elements include Moorish arches, decorative tile work, and stripping on building’s façade and intricate and ornate decorative breeze blocks along the roof parapet. Each residential unit features include ample surface parking, central air conditioning, energy star appliances, access-controlled points of entry, ecofriendly LVT flooring, double compartment sinks, garbage disposals, granite counter tops, and marble windowsills. In addition, the development will include ample surface parking, community center and outdoor lounge area, fitness center, media center, and shared laundry rooms on each floor.

MOORISH ARCHITECTURAL ELEMENTS



EXISTING OPA- LOCKA MOORISH ARCHITECTURE



WELLSPRING APRTMENTS MOORISH DESIGN









B. Building Program

Wellspring Apartments is the new construction of a six-story apartment building located at 14703 NW 27 Ave, Opa-locka, Florida. The development will be comprised of 99 studio, one-bedroom/one bathroom, and two-bedroom/ one-bathroom affordable senior housing units with surface parking. All Wellspring Apartments units will be set-aside for elderly residents (62+) at or below 60% of AMI. Following the completion of construction, the property will be managed by Integral Property Management.

Set Aside	# Bedrooms	# Baths	Total Units
60%	0	1	7
50%	1	1	61
60%	1	1	20
50%	2	1	6
60%	2	1	5
Total Units: 99			

C. Budget and Capital Structure

Budget

The total development costs are projected to be \$30,953,563. The budget allocates costs as follows: Acquisition (\$0), Hard Costs (\$21,264,853), Other Costs (\$6,084,710), and Developer Fee (\$3,604,000)

USES		Total	Per Unit
Acquisition		-	-
Architect/Engineering		432,000	4,364
Construction		21,264,853	214,796
Consultant Fees		422,600	4,269
Interim Financing Fees	14%	3,208,281	32,407
Other Costs		1,352,037	13,657
Predevelopment	5%	-	-
Reserves		669,791	6,766
TOTAL COSTS before Developer Fee		27,349,562	276,258
Developer Fee		3,604,000	36,404
TOTAL COSTS		30,953,562	312,662

Capital Structure

Wellspring Apartments will be financed with a capital investment from PNC National Bank of \$13,176,396 in exchange for 4% tax credits (\$0.89 per tax credit) and 99.99% ownership in the Project. Additional construction and permanent financing will be provided as follows with PNC National Bank providing construction, bridge, and permanent loans in addition to TC equity.

DEVELOPMENT - SOURCES AND USES			WELLSPRING	
	Construction Source of		Permanent Source of	
SOURCES	Funds	Per Unit	Funds	Per Unit
Tax Credit Equity	2,635,279	26,619	13,176,396	133,095
Bonds	20,455,000	206,616	12,248,000	123,717
FHLB Dallas	750,000	7,576	750,000	7,576
Miami-Dade County GOB	2,800,000	28,283	2,800,000	28,283
Miami-Dade AHTF	1,000,000	10,101	1,000,000	10,101
Deferred Developer Fee	3,313,284	33,468	979,167	9,891
TOTAL	30,953,563	312,662	30,953,563	312,662

D. Project Timeline

Integral Florida, LLC closed on its construction loan November 29, 2023, with a Notice to Proceed date issued to the general contractor, ANF Group, Inc., January 8, 2023. The project has a 525-day construction schedule, expected to conclude in June 2025, with lease up starting in April 2025.

Wellspring Apartments Project Schedule		
Construction Loan Close		11/29/23
Notice of Commencement		01/08/24
Construction Star/ Horizontal Construction	02/15/24	04/22/24
Vertical Construction	05/31/24	11/26/24
Interior Construction	11/13/24	04/16/25
Exterior Construction	01/22/25	05/04/25
Substantial Completion	06/23/25	06/23/25
Project Lease Up	04/07/25	09/13/25
Project Stabilization		03/16/26



October 11, 2023

City of Opa-Locka Community Redevelopment Agency
780 Fisherman Street, Fourth Floor
Opa-Locka, Florida 33054

Attention: Mr. Jason Walker

Reference: **Proposal for a Phase I Environmental Site Assessment**
Ingram Park
2100 North Burlington Street
Opa-Locka, Miami-Dade County, Florida
Proposal No. P23183

Mr. Walker,

At the request of City of Opa-Locka Community Redevelopment Agency, Robayna and Associates, Inc. (R&A) has prepared this proposal to conduct a Phase I Environmental Site Assessment (ESA) at Ingram Park addressed as 2100 North Burlington Street in Opa-Locka, Miami-Dade County, Florida and identified with the following Miami-Dade County Property Appraiser Folio Number: 08-2122-005-2180.

Scope of Services

The purpose of the Phase I ESA is to identify recognized environmental conditions (RECs) as defined in American Society for Testing and Materials (ASTM) Standard E1527-21, which is consistent and compliant with the United States Environmental Protection Agency's (SEPA) final "All Appropriate Inquiry (AAI)" rule (effective November 1, 2006). R&A will utilize the ASTM E 1527-21, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process, as guidance to complete the Phase I ESA. The EPA has determined that the ASTM E1527-21 Standard is consistent with the requirements for performing AAI into the previous ownership and uses of a property consistent with good commercial or customary practice" as defined in 42 U.S.C. §9601(35)(B). This practice also permits the user to satisfy one of the requirements to qualify for "landowner liability protections (LLPs)" under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).

The Phase I ESA will be conducted to provide an independent, professional opinion regarding RECs, as defined by ASTM, associated with the subject property. The definition of REC is the presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, groundwater, or surface water of the property. The term includes hazardous substances or petroleum products even under conditions in compliance with laws. The term does not include conditions identified as "*de minimis*" as these do not generally present a material risk of harm to public health or the environment and would not be subject to enforcement action by the County, State or Federal agencies. Therefore, conditions identified as "*de minimis*" are not considered RECs.

The Phase I ESA scope of services will follow ASTM E 1527-21 guidelines and will include the review of readily available information on general geology, topography, historical use of the subject property and surrounding area. R&A will review a commercial ASTM database report, environmental regulatory records on the local, State and/or Federal databases and perform a site reconnaissance. R&A will perform interviews of the subject property owner, owner representative, operator and/or tenant regarding the current and past use of the subject property. The final report will include details of our investigation and conclude whether R&A has identified the presence of RECs associated with the subject property. If REC(s) are identified, R&A will provide general recommendations for additional assessment/investigation.

The Phase I ESA will be performed under the responsible charge of an Environmental Professional (EP), as defined in ASTM Practice E 1527-21.

The scope of services does not include an evaluation of non-ASTM activities including, but not limited to, asbestos containing materials, lead-based paint, radon, lead in drinking water, threatened and endangered species or wetlands.

REQUIRED USER INFORMATION

To successfully complete the proposed Phase I ESA in accordance with the ASTM E1527-21 Standard, it is the Users responsibility to provide R&A with the information contained within the attached User Questionnaire (UQ). Please return a completed UQ with the executed proposal. Completion of the UQ will satisfy the User Responsibilities portion of the ASTM Standard. Please note that if a UQ is not returned, this may be considered by the EP as a significant data gap and could result in a determination that AAI is not complete for the assessment.

FEE AND SCHEDULE

R&A proposes to complete the Phase I ESA for a Lump Sum Fee of \$4,500.00 for a turn-around time (TAT) of twenty-five (25) business days. The fee includes an Environmental Lien Search, which is required to meet the requirements of AAI (40 CFR 312.20 and 312.25). Please note that this is not a formal chain-of title report. This fee includes the review of up to 300-pages of regulatory file documents. If additional time is required to review additional documents beyond 300-pages, R&A will provide a change order for the additional fees.

Thank you for the opportunity of allowing us to submit our proposal to you. If this proposal is to your satisfaction, please acknowledge by signing below and returning one copy of this proposal to us.

Respectfully submitted,
ROBAYNA AND ASSOCIATES, INC



Leigh P. Marshallsay, M.A.
Environmental Engineering Department Manager

Distribution: Client via email

ACCEPTANCE

The above fees, specifications and conditions are hereby accepted. You are hereby authorized to proceed with the services outlined, and payment will be done as outlined above.

By: _____

This _____ day of _____ 2023

ASTM E1527-21 USER INTERVIEW RECORD

Project: _____

Date: _____

Completed By: _____

Relationship to Project: _____

Comment: The *User* (client) must provide the following information (if available) to the *Environmental Professional*. Information provided below is intended to assist the *Environmental Professional* in gathering information from the *User* that may be material to identifying *recognized environmental* conditions in connection with the subject property. Failure to provide this information could result in a determination that “*all appropriate inquiry*” is not complete.

Please provide additional details if the answer is “yes” to any of the questions. If answer is “no” to any of the questions, please indicate what information the answer was based on.

1. Did a search of *recorded land title records* (or judicial records where appropriate) identify that environmental liens (ELs) filed or recorded against the *property* under federal, tribal, state, or local law (40 CFR 312.26)?

2. Did a search of *recorded land title records* (or judicial records where appropriate) identify any activity and use limitations (AULs), such as engineering controls, land use restrictions, or *institutional controls* that are in place at the *property* and/or have been filed or recorded against the *property* under federal, tribal, state, or local law (40 CFR 312.26)?

3. Do you have any specialized knowledge or experience related to the *property* or nearby properties? For example, are you involved in the same line of business as the current or former *occupants* of the *property* or an adjoining *property* so that you would have specialized knowledge of the chemicals and processes used by this type of business (40 CFR 312.28)?

4. Does the purchase price being paid for this *property* reasonably reflect the fair market value of the *property*? If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the *property* (40 CFR 312.29)?

ASTM E1527-13 USER INTERVIEW RECORD

5. Are you aware of commonly known or *reasonably ascertainable* information about the *property* that would help the *Environmental Professional* to identify conditions indicative of releases or threatened releases (40 CFR 312.30)?

a.) Do you know any of the past uses of the *property*?

b.) Do you know of specific chemicals that are present or once were present at the *property*?

c.) Do you know of spills or other chemical releases that have taken place at the *property*?

d.) Do you know of any environmental cleanups that have taken place at the *property*?

e) Can you provide contact information for any of the past owners or occupants of the subject property?

6. Based on your knowledge and experience related to the *property*, are there any *obvious* indicators that point to the presence or likely presence of releases at the *property* (40 CFR 312.31)?

7. Are you aware of any other knowledge or experience with the *property* that may be pertinent to the *Environmental Professional*, such as copies of any available prior *environmental site assessment reports*, documents (ex: Material Safety Data Sheets, environmental permits, geotechnical evaluations, safety plans, preparedness and prevention plans, spill prevention, countermeasure, and control plans, Community Right-to-Know Plan, risk assessments, recorded activity use limitations, hazardous waste generator notices/reports, hydrogeologic reports), correspondence, etc., concerning the *property* and its environmental condition. If so, can you provide a copy?

ASTM E1527-13 USER INTERVIEW RECORD

8. Please provide all entities that will need reliance on the Phase I ESA.

ALSO NEEDED:

(a) the reason why the Phase I ESA is required;

(b) the type of *property* and type of *property* transaction, for example, sale, purchase, refinance, foreclosure, exchange, etc.;

(c) the site address for the *property*, site location map, tax parcel identification numbers;

(d) the scope of services desired for the Phase I ESA (including whether any parties to the *property* transaction may have a required standard scope of services on whether any considerations beyond the requirements of Practice E 1527 are to be considered);

(e) identification of the site contact and how the contact can be reached;

(f) any special terms and conditions which must be agreed upon by the Environmental Professional

SIGNATURE

It is understood that the information presented in this form is an integral part of the Phase I ESA process and that R&A will evaluate and rely on this information in the development of the final Phase I ESA report.
Questionnaire Prepared By (signature):
Print/Type Name:
Title:
Company:
Date:

GENERAL PROVISIONS:

- a. ROBAYNA AND ASSOCIATES, INC., hereafter referred as Consultants, shall prepare invoices and submit same City of Opa-Locka Community Redevelopment Agency, hereafter referred as Client, on the day of completion of a particular assignment or on the first day of each month based on work accomplished during the previous month. Payment to Consultant by Client shall be due within thirty (30) days of invoice. Unpaid invoices after 30 days will be subject to 1.5% interest. Consultant has the right to suspend or stop work if invoices are not paid on a timely basis as stated above, until payment is made.
- b. Reports and or plans, and the information contained herein, shall be the sole property of Consultants until payment of any unpaid balance is made in full. Client agrees that until payment is made in full, the User shall not have a proprietary interest in this signed and sealed document, or the information contained herein. Consultant shall have the absolute right to request the return of any and all copies of this report submitted to other parties, public or private, on behalf of the User in the event of nonpayment of outstanding fees.
- c. Client shall have the right to terminate this agreement for any reason whatsoever, by giving the Consultant thirty (30) days prior written notice. In the event that Client exercises this option it shall pay the Consultant all sums due to the date of termination.
- d. Consultant, if Client becomes insolvent, commits any act of bankruptcy or fails to promptly meet the payment schedule set forth in this proposal, or if the Client shall unreasonably interfere with the performances of said services described herein, shall exercise the right to terminate this agreement. The Client shall thereupon promptly pay Consultant for all work performed up to the day of termination.
- e. Project electronic and CADD files, plans originals, computations and project records are the property of the Consultant. Client is entitled to be provided with copies of progress and approved plans as required.
- f. Consultant shall also, upon written authorization from Client, perform any additional service not listed or stated in this proposal including services deemed necessary due to neglect or change in criteria not attributable to Consultant. These services shall be performed on an hourly rate, included herein.

Engineering

Jr. CADD Technician	\$ 105.00
Sr. CADD Technician	\$ 120.00
Project Manager	\$ 170.00
Field Engineer (E.I.T.)	\$ 155.00
Jr. Environmental Engineer	\$ 165.00
Sr. Environmental Engineer	\$ 195.00
Civil Engineer (P.E.)	\$ 175.00
Senior Engineer (P.E.)	\$ 195.00
Principal Engineer (P.E.)	\$ 205.00

Land Surveying

Jr. CADD Technician	\$ 105.00
Sr. CADD Technician	\$ 115.50
Field Crew (Conventional)	\$ 165.00
Field Crew (GPS)	\$ 187.50
Field Crew (3D Scan)	\$ 250.00
Field Crew (Drone)	\$ 250.00
Ground Penetrating Radar	\$ 200.00
Land Surveyor Office (S.I.T.)	\$ 170.00
Land Surveyor (P.S.M.)	\$ 195.00
Principal Land Surveyor (P.S.M.)	\$ 205.00
Expert testimony Available by Paralegal/P.S.M. on case-by-case basis.	

Reproductions

5723 NW 158th Street, Miami Lakes, Florida 33014* Tel.:(305)823-9316

Full Size	\$4.25 / Each
Full Size Signed and Sealed	\$10.00 / Each
Report per sheet B&W	\$0.19 / Each
Report per sheet Color	\$2.00 / Each
Portable Media	\$100.00 / Each
Mylars	\$100.00 / Each
Historical R&A File Research	\$205 / Hour

- g. Client shall be responsible for all governmental processing fees and filling fees. If Consultant provides processing and filing fees, a 20% processing will be applied to the reimbursement.
- h. Client shall be responsible for providing the engineer with all necessary soil and exfiltration tests for the design of the project unless otherwise noted on the proposal.
- i. Should the design criteria by the agencies change from those which were in effect at the time of the project start but before the approvals, the engineer will provide the client with a notification as soon as he is made aware of the changes, and the client shall be responsible for the additional fees for the redesign necessary to comply. These changes will be done at the hourly rates specified herein.
- j. Should the land become part of a new municipality and/or the procedures for approval or design criteria changes, the Consultant will have the right to charge for the additional services after notifying client.
- k. Should any of the permits or approvals by the agencies expired before the project is entirely constructed, the re-approval of the plans and any changes made to the same due to changes in design criteria, or the desires of the agencies will be charged to the Client by the Consultant on and hourly basis as shown on herein.
- l. Meetings requested by the clients for other than reasons necessary for design purposes and for the approval of the plans are not part of the fees stipulated herein and will be charged at the hourly rates as shown herein.
- m. Parking expenses incurred will be invoiced separately in addition to the costs described herein.
- n. The cost of copies of record as-builts from Miami-Dade WASD required for the design of this project will be invoiced as a direct cost item.
- o. If the Client requests prints and/or supplies beyond the specific use of this proposal, this service (s) shall be performed on a direct expense basis plus a 20% handling charge and be charged to the Client. Construction prints other than permit drawings are not part of this proposal.
- p. This agreement is to be considered and enforced in accordance with the laws of the State of Florida.
- q. This proposal is good for 30 days, once the fees stipulated herein are approved, they will be in effect for a period of 1 year from date of acceptance at which time they are renegotiable.

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A. Settlement Statement

B. Type of Loan

☐ 1. FHA	☐ 2. FmHA	☐ 3. Conv. Unins.	6. File Number 5573.003	7. Loan Number ID:	8. Mortg. Ins. Case Num.
☐ 4. V.A.	☐ 5. Conv. Ins.				

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BORROWER:	Opa-Locka Community Redevelopment Agency, a Florida public agency, a Florida public body corporate and politic created pursuant to Sec. 163.356 F.S		
Address of Borrower:	780 Fisherman Street, 4th Floor, Opa Locka, Florida 33054		
E. NAME OF SELLER:	Gouda Deng, a married man		
Address of Seller:	13155 SW 45 Drive, Miramar, Florida 33027	TIN:	
F. NAME OF LENDER:			
Address of Lender:			
G. PROPERTY LOCATION:	14401 NW 27 Avenue, Opa Locka, Florida 33054		
H. SETTLEMENT AGENT:	Weiss Serota Helfman Cole & Bierman, P.L. (Miami)	TIN:	20-8112403
Place of Settlement:	2800 Ponce de Leon Boulevard, Suite 1200, Coral Gables, Florida 33134	Phone:	305-854-0800
I. SETTLEMENT DATE:	1/31/24	DISBURSEMENT DATE:	1/31/24

J. Summary of borrower's transaction		K. Summary of seller's transaction	
100. Gross amount due from borrower:		400. Gross amount due to seller:	
101. Contract sales price	650,000.00	401. Contract sales price	650,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (Line 1400)	14,628.25	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid by seller in advance:	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109. Non-Ad Valorem Taxes from 01/31/24 to 09/30/24	290.65	409. Non-Ad Valorem Taxes from 01/31/24 to 09/30/24	290.65
110.		410.	
111.		411.	
112.		412.	
120. Gross amount due from borrower:	664,918.90	420. Gross amount due to seller:	650,290.65
200. Amounts paid or in behalf of borrower:		500. Reductions in amount due to seller:	
201. Deposit or earnest money	75,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	50,031.28
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Principal amount of second mortgage		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506. Deposits held by seller	
207. Principal amt of mortgage held by seller		507. Principal amt of mortgage held by seller	
208. Buyer's Cash To Close - Escrowed	575,000.00	508.	
209.		509.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total paid by/for borrower:	650,000.00	520. Total reductions in amount due seller:	50,031.28
300. Cash at settlement from/to borrower:		600. Cash at settlement to/from seller:	
301. Gross amount due from borrower (line 120)	664,918.90	601. Gross amount due to seller (line 420)	650,290.65
302. Less amount paid by/for the borrower (line 220)	(650,000.00)	602. Less total reductions in amount due seller (line 520)	(50,031.28)
303. Cash (☒ From ☐ To) Borrower:	14,918.90	603. Cash (☒ To ☐ From) Seller:	600,259.37

Substitute Form 1099 Seller Statement: The information contained in blocks E, G, H, and I and on line 401 is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

Seller Instructions: To determine if you have to report the sale or exchange of your main home on your tax return, see Instructions for Schedule D (Form 1040 or 1040-SR). If not your main home, report the transaction on Form 4797, Form 6252, and/or Schedule D for the appropriate income tax form.

HUD-1		U.S. Department of Housing and Urban Development				Page 2			
L. Settlement charges					Borrower POC	Seller POC	Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement	
700. Total Sales/Brokers Com. based on price		\$650,000.00	@	6.0000 % =	39,000.00				
701.	39,000.00	6.0000 % to	London Foster Realty						
702.		% to							
703. Commission paid at settlement								39,000.00	
704. Transaction Fee			to	London Foster Realty				1,584.00	
800. Items payable in connection with loan:					Borrower POC	Seller POC			
801. Loan origination fee			% to						
802. Loan discount			% to						
803. Appraisal fee			to						
804. Credit report			to						
805. Lender's inspection fee			to						
806. Mortgage insurance application fee			to						
807. Assumption Fee			to						
808.			to						
809.			to						
810.			to						
811.			to						
900. Items required by lender to be paid in advance:					Borrower POC	Seller POC			
901. Interest from			to	@	/day				
902. Mortgage insurance premium for			months to						
903. Hazard insurance premium for			years to						
904. Flood insurance premium for			years to						
905.			years to						
1000. Reserves deposited with lender:					Borrower POC	Seller POC			
1001. Hazard insurance				months @	per month				
1002. Mortgage insurance				months @	per month				
1003. City property taxes				months @	per month				
1004. County property taxes				months @	per month				
1005. Annual assessments				months @	per month				
1006. Flood insurance				months @	per month				
1007.				months @	per month				
1008.				months @	per month				
1009. Aggregate accounting adjustment									
1100. Title charges:					Borrower POC	Seller POC			
1101. Settlement or closing fee			to	Weiss Serota Helfman Cole & Bierman, P.L. (Miami)			150.00		
1102. Abstract or title search			to	First American Title Insurance Company			400.00		
1103. Title examination			to						
1104. Title insurance binder			to						
1105. Document preparation			to	Weiss Serota Helfman Cole & Bierman, P.L. (Miami)				750.00	
1106. Attorneys Fees			to	Weiss Serota Helfman Cole & Bierman, P.L. (Miami)			5,000.00		
1107. Attorney's Fees			to	Law Office of Matthew G. Lerner				1,295.00	
(includes above item numbers:				)					
1108. Title Insurance			to	First American Title Insurance Company/Weiss Serota			3,325.00		
(includes above item numbers:				)					
1109. Lender's coverage (Premium):									
1110. Owner's coverage (Premium):		\$650,000.00 (\$3,325.00)							
1111. Endorse:									
1112.			to						
1113.			to						
1200. Government recording and transfer charges:									
1201. Recording fees		Deed	\$23.25	Mortgage(s)	Releases	23.25			
1202. City/county tax/stamps		Deed	\$2,925.00	Mortgage(s)				2,925.00	
1203. State tax/stamps		Deed	\$3,900.00	Mortgage(s)				3,900.00	
1204.				to					
1205.				to					
1300. Additional settlement charges:					Borrower POC	Seller POC			
1301. Survey			to	MELand Surveyors, Inc.			975.00		
1302. Lien Search			to	Skyline Lien Search			365.00		
1303. Lien Search Update			to	Exacta Lien Search			515.00		
1304. Environmental Phase 2			to	Robayna and Associates, Inc.		3200.00			
1305. Environmental Phase 2			to	Robayna and Associates, Inc.		20865.00	3,875.00		
1306. ProRation of 2024 Real Estate Taxes			to	Miami-Dade County Tax Collector				532.28	
1307. Overnight Delivery Reimbursement			to	Law Office of Matthew G. Lerner				45.00	
1308.			to						
1309.									
1400. Total settlement charges:									
(Enter on lines 103, Section J and 502, Section K)							14,628.25	50,031.28	

HUD-1 SETTLEMENT STATEMENT ADDENDUM

File Number: 5573.003

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Borrower(s)

Opa-Locka Community Redevelopment Agency

By: Jason Walker
Interim Executive Director

By: Jannie Russell
Chair

By: Joanna Flores
City Clerk

Seller(s)

Gouda Deng

Settlement Agent

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Weiss Serota Helfman Cole & Bierman, P.L. (Miami)

By: Date:

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

This instrument was prepared by and
after recording, return to:

David N. Tolces, Esq.

Weiss Serota Helfman Cole & Bierman, P.L.

2800 Ponce de Leon Boulevard Suite 1200

Coral Gables, FL 33134

305-854-0800

File Number: **5573.003**

Parcel Identification No. **08-2122-002-0150**

_____[Space Above This Line For Recording Data]_____

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this _____ day of **January, 2024** between **Gouda Deng**, a married man, whose post office address is **13155 SW 45 Drive, Miramar, FL 33027** of the County of **Broward**, State of **Florida**, grantor*, and **Opa-Locka Community Redevelopment Agency, a Florida public agency, a Florida public body corporate and politic created pursuant to Sec. 163.356 F.S** whose post office address is **780 Fisherman Street, 4th Floor, Opa Locka, FL 33054** of the County of **Miami-Dade**, State of **Florida**, grantee*,

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property. Grantor's residence and homestead address is:

_____.

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Miami-Dade County, Florida**, to-wit:

**Lot 7, Block 309, of OPA LOCKA CENTER, according to the Plat thereof, as recorded in
Plat Book 45, Page(s) 71, of the Public Records of Miami-Dade County, Florida.**

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Printed Name: _____

Address: _____

Printed Name: _____

Address: _____

Gouda Deng

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this _____ day of January, 2024 by Gouda Deng, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: _____

My Commission Expires: _____

Bill of Sale

This Bill of Sale, made on **January 31, 2024**, between **Gouda Deng** ("Seller"), and **Opa-Locka Community Redevelopment Agency, a Florida public agency, a Florida public body corporate and politic created pursuant to Sec. 163.356 F.S** ("Buyer").

Witnesseth, that Seller, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid to Seller by Buyer, receipt and sufficiency of which is hereby acknowledged, delivers, grants, bargains, sells and transfers forever to Buyer the following goods and chattels, to wit:

As per the Contract dated July 12, 2023 and executed by all parties

Said property being located at:

Lot 7, Block 309, of OPA LOCKA CENTER, according to the Plat thereof, as recorded in Plat Book 45, Page(s) 71, of the Public Records of Miami-Dade County, Florida.

Also known as **14401 NW 27 Avenue, Opa Locka, FL 33054**

Seller covenants to Buyer that Seller is the lawful owner of the said goods and chattels; that they are free from all encumbrances; that Seller has good right to sell that property, and that Seller will warrant and defend the sale of said property, goods and chattels unto the Buyer against the lawful claims and demands of all persons whomsoever.

"Seller" and "Buyer" shall be used for singular or plural, natural or artificial, which terms shall include the heirs, legal representatives, successors and assigns of Seller and Buyer whenever the context so requires or admits.

Gouda Deng

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of January, 2024 by Gouda Deng, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: _____

My Commission Expires: _____

Closing Affidavit

(Seller)

Before me, the undersigned authority, personally appeared Gouda Deng ("Affiant"), who being by me first duly sworn, on oath, depose(s) and say(s) that:

1. **Gouda Deng** ("Seller"), is the owner of and is selling the following described property to **Opa-Locka Community Redevelopment Agency, a Florida public agency, a Florida public body corporate and politic created pursuant to Sec. 163.356 F.S** ("Buyer"), to wit:

Lot 7, Block 309, of OPA LOCKA CENTER, according to the Plat thereof, as recorded in Plat Book 45, Page(s) 71, of the Public Records of Miami-Dade County, Florida.

2. The above described property is free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description of record whatsoever, except for mortgage or mortgages, if any, described in the Deed and except for real estate and personal property taxes for the year **2024**, which are not yet due and payable.
3. There have been no improvements, alterations, or repairs since acquisition by the Seller to the above described property for which the costs thereof remain unpaid, that there are no claims for labor or material furnished for repairing or improving the same, which remain unpaid since the acquisition by Seller, and that there are no mechanic's, materialmen's, or laborer's liens since acquisition by Seller against the above described property.
4. There have been no documents recorded in the Public Records of **Miami-Dade County, Florida** subsequent to December 18, 2023 at 8:00 a.m., which affect title to the Property and Seller has not entered into any contracts for the sale, disposition or leasing of the Property since said date except as may have been disclosed to **Weiss Serota Helfman Cole & Bierman, P.L. (Miami)** in writing, and Seller has no knowledge of any matter affecting title to the Property.
5. The personal property contained in the building on said property, or on the said premises, and which, if any, is being sold free and clear of all liens, encumbrances, claims and demands whatsoever. The Seller knows of no violations of Municipal or County Ordinances pertaining to the above described property. No judgment or decree has been entered in any court in this State or the United States against said Seller which remains unsatisfied. There are no persons other than Seller in possession of the above described property.
6. Seller agrees that in the event the current real estate or personal property taxes vary in amount from the figures used in making the prorations used in closing the transfer and conveyance of the above described property to said buyers, then a new proration and a correct and proper adjustment will be made upon demand.
7. There are no matters pending against the Seller that could give rise to a lien that would attach to the property between the effective date of commitment and the recording of the interest to be insured. Seller has not and will not execute any instruments that would adversely affect the interest to be insured.
8. Seller's title to, and possession and enjoyment of, the property have been open, notorious, peaceable and undisturbed, and have never been disputed nor questioned.
9. There are no disputes concerning the boundary lines of the property, and the operation of any buildings on said property has been in compliance with the applicable building codes, ordinances and statutes.
10. Affiant has received no notice of any public hearing regarding assessment for improvements or changes in applicable zoning laws concerning said property within the past ninety (90) days.
11. There are no actions or proceedings now pending in any State or Federal Court to which the Seller is a party, including but not limited to, proceedings in bankruptcy, receivership or insolvency, nor are there any judgments, bankruptcies, liens or executions of any nature which constitute or could constitute a charge or lien upon said property.
12. There are no unrecorded easements, claims of easement or rights-of-way affecting all or any portion of the property.

13. Seller understands that Section 1445 of the Internal Revenue Code provides that a Buyer of a United States real property interest must withhold tax if the Seller is a foreign person. To inform the Buyer that withholding of tax is not required upon purchase of the above described property, Seller certifies the following:

- a. Seller is not a nonresident alien individual, foreign corporation, foreign partnership, foreign trust or foreign estate for purposes of United States federal income taxation.
- a. Seller's U.S. Taxpayer Identification Number is: _____
- b. Seller's address is: **13155 SW 45 Drvie, Miramar, FL 33027.**
- c. No other persons or entities have an ownership interest in the above described property.

Seller understands the Buyer of the described property intends to rely on the foregoing representations in connection with the United States Foreign Investment in Real Property Tax Act. (FIRPTA). Seller understands this certification may be disclosed to the Internal Revenue Service by the Buyer and that any false statements contained in this certification may be punished by fine, imprisonment or both. Seller has the authority to sign this affidavit as either individual Seller or on behalf of an entity Seller. Under penalties of perjury, Seller states that this declaration was carefully read and is true and correct.

14. This affidavit is given for the purpose of clearing any possible question or objection to the title to the above referenced property and, for the purpose of inducing **Weiss Serota Helfman Cole & Bierman, P.L. (Miami)** and **First American Title Insurance Company** to issue title insurance on the subject property, with the knowledge that said title companies are relying upon the statements set forth herein. Seller hereby holds **Weiss Serota Helfman Cole & Bierman, P.L. (Miami)** and **First American Title Insurance Company** harmless and fully indemnifies same (including but not limited to attorneys' fees, whether suit be brought or not, and at trial and all appellate levels, and court costs and other litigation expenses) with respect to the matters set forth herein. "Affiant", "Seller" and "Buyer" include singular or plural as context so requires or admits. Seller further states that he/she is familiar with the nature of an oath and with the penalties as provided by the laws of the United States and the State of Florida for falsely swearing to statements made in an instrument of this nature. Seller further certifies that he/she has read, or heard read, the full facts of this Affidavit and understands its context.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Gouda Deng

State of Florida

County of _____

The foregoing instrument was sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this ____ day of January, 2024 by Gouda Deng, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: _____

My Commission Expires: _____

Non-Foreign Certification By Individual Transferor

(Seller's FIRPTA Affidavit)

Transferor: **Gouda Deng**
Transferee: **Opa-Locka Community Redevelopment Agency, a Florida public agency, a Florida public body corporate and politic created pursuant to Sec. 163.356 F.S**
Property: **14401 NW 27 Avenue, Opa Locka, FL 33054**
Closing Date: **January 31, 2024**

Before me, the undersigned authority, personally appeared the person(s) named in paragraph 2(b) below who, after being duly sworn, stated as follows:

1. This certificate is to inform the transferee that withholding Federal Income Tax is not required, upon the sale of the following described real property:

Lot 7, Block 309, of OPA LOCKA CENTER, according to the Plat thereof, as recorded in Plat Book 45, Page(s) 71, of the Public Records of Miami-Dade County, Florida.

2. The undersigned Transferor certifies and declares as follows:

- a. I am not a foreign person for purposes of United States income taxation, and am not subject to the tax withholding requirements of Section 1445 of the Internal Revenue Code of 1954, as amended.

- b. My United States taxpayer identification or Social Security number is:

Gouda Deng (_____)

- c. My home address is:

13155 SW 45 Drvie, Hollywood, FL 33027

- d. There are no other persons who have an ownership interest in the above described property other than those persons listed in paragraph 2(b) above.

3. The undersigned hereby further certifies and declares:

- b. I understand the purchaser of the described property intends to rely on the foregoing representations in connection with the United States Foreign Investment in Real Property Tax Act. (FIRPTA).

- c. I understand this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statements contained in this certification may be punished by fine, imprisonment or both.

Under penalties of perjury, I state that this declaration was carefully read and is true and correct.

Gouda Deng

State of Florida

County of _____

The foregoing instrument was sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this ____ day of January, 2024 by Gouda Deng, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: _____

My Commission Expires: _____

Closing Statement Addendum

Seller: **Gouda Deng**
Buyer: **Opa-Locka Community Redevelopment Agency, a Florida public agency, a Florida public body corporate and politic created pursuant to Sec. 163.356 F.S**
Property: **14401 NW 27 Avenue, Opa Locka, FL 33054**
Closing Agent: **Weiss Serota Helfman Cole & Bierman, P.L. (Miami)**
Closing Date: **January 31, 2024**
File Number: **5573.003**

TAX RE-PRORATION AGREEMENT: If the most recent property tax bill issued does not cover through the closing date, then the tax prorations set forth on the settlement statement are based upon an estimate. The basis of proration as set forth on the settlement statement is hereby accepted by the parties to this transaction. It is hereby understood and agreed that the actual taxes, if different, will be adjusted between the parties upon demand. Closing Agent is not liable or responsible for adjustment or re-proration of taxes. Closing Agent is not responsible or liable for additional taxes, other charges or tax refunds, if any, and shall not be liable should any of the parties to this transaction fail or refuse to re-prorate the taxes.

AGREEMENT TO COOPERATE: If requested by Lender (if any), Closing Agent, Title Agent or Title Underwriter, the parties agree to fully cooperate and adjust for clerical errors, including the execution or re-execution of any reasonable documentation and/or the remittance of any additional sums.

HOMEOWNER'S/CONDOMINIUM ASSOCIATIONS: The Buyer(s) acknowledge(s) the existence of any homeowner's and/or condominium association(s) and is aware that monthly, quarterly or annual maintenance assessments may be due to said association(s). Said association(s) may also have the authority to regulate and enforce community covenants and restrictions. The Buyer hereby acknowledges receipt of a copy of any association estoppel letters for the subject transaction.

MISCELLANEOUS: Closing Agent does not make any representations or warranties nor assumes any liability with respect to the physical condition of the property, or any repairs to the property. Buyer has been advised and encouraged to secure hazard insurance coverage prior to completion of closing. If a survey was prepared for the subject transaction, then the Buyer hereby acknowledges receipt of a copy thereof. The buyer has reviewed said survey and accepts title subject to the matters set forth thereon. Buyer has received and reviewed the proposed deed and is satisfied with and approves the manner which title is being held.

DISBURSEMENT AUTHORIZATION, ETC.: Closing Agent does not adjust or assume liability for charges for water, rents, gas, electricity, taxes on personal property, garbage taxes or fees, license fees or taxes, service/maintenance contracts (pest control, appliance maintenance, pool care, lawn care, alarm systems, etc.), association assessments or dues, or estoppel information furnished by mortgagees or others. The settlement statement has been reviewed and approved and Closing Agent is irrevocably authorized and directed to complete the closing of the transaction and make disbursement in accordance therewith. In the event of mortgage assumption, if Seller has received a credit for the escrow account balance, then Seller hereby assigns all right, title and interest in said account to Buyer. Seller, Buyer, and Borrower are used for singular or plural, as the context so requires or admits. This Agreement is being provided as an inducement for Closing Agent to serve as the closing agent and for Title Agent and Title Underwriter to issue title insurance on the subject transaction.

Buyer:

Opa-Locka Community Redevelopment Agency

By: _____
Jason Walker, Interim Executive Director

By: _____
Jannie Russell, Chair

By: _____
Joanna Flores, City Clerk

Seller:

Gouda Deng

Disbursement Instructions
(Seller)

Seller: **Gouda Deng**
Buyer: **Opa-Locka Community Redevelopment Agency, a Florida public agency, a Florida public body corporate and politic created pursuant to Sec. 163.356 F.S**
Property: **14401 NW 27 Avenue, Opa Locka, FL 33054**
Closing Date: **January 31, 2024**
File Number: **5573.003**

Weiss Serota Helfman Cole & Bierman, P.L. (Miami) (Closing Agent) is hereby authorized to disburse the Seller's net proceeds as follows:

BANK NAME: _____
ABA/ROUTING #S: _____
ACCOUNT NAME: GOUDA DENG
ACCOUNT NUMBER: _____
ADDRESS: _____

ADDRESS WHERE BANK STATEMENTS AND NOTICES ARE MAILED TO

REFERENCE: PROCEEDS FROM SALE OF 14401 NW 27 AVE., OPA LOCKA, FL 33054
OUR FILE 5573.003

Gouda Deng

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of January, 2024 by Gouda Deng, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]

Notary Public
Printed Name: _____
My Commission Expires: _____



**DEUTSCHE
VALUATIONS**

COMMERCIAL & RESIDENTIAL REAL ESTATE APPRAISERS

4251 SW 159TH AVE, MIAMI, FL 33185. PH: 786-285-1205 FAX: 1-305-359-3280
E-MAIL: jofre27@yahoo.com Cell: 786-285-1205 www.deutschevaluations.com

ENGAGEMENT LETTER AND BID FORM

Date: March 2, 2024

To: Opa-Locka Community Redevelopment Agency
Attn: Jason Walker
Opa Locka Community Redevelopment Agency (CRA)
780 Fisherman Street, 4th Floor
Opa-locka, FL 33054
(305) 953-2868
OCRA@opalockafl.gov
Email: jwalker@opalocka.gov;

From: Jofre Valencia, MAI, SRA, Cert. Gen.RZ3562
4251 SW 159th AVE, Miami, FL 33185
(Office: +1 786 285 1205 / e-mail: jofre27@yahoo.com)

Re: Properties located at:
391 Opa Locka Blvd, Opa Locka, FL 33054
Parcel# 08-2121-004-0620 (NRA:6,635 Sq.Ft.)
879 Fisherman, Opa Locka, FL 33054
Parcel# 08-2121-004-0610 (NRA:1,636 Sq.Ft.)

In response to your recent request, please accept this proposal as our bid to complete two appraisal reports for the above-referenced properties. The purpose of the Appraisal Report will be to estimate the "As Is" value of the fee simple estate as defined by "The Appraisal of Real Estate, 15th Edition", of the above-mentioned properties with a net rentable area of **8,271 Sq.Ft** under current market conditions.

The appraisal should be as valued subject to current market conditions of the above properties.

The intended use of the report will be for internal decision-making purposes by **Opa-Locka Community Redevelopment Agency**. The reports are not intended for any other use or use by others. No responsibility is accepted for the unauthorized use of the reports.

The appraisal will be an independent estimate of market value and the payment of the fee shall not be contingent upon any value estimate reported. The appraisal will be prepared in compliance with the Standards of Professional Appraisal Practice of the Appraisal Institute,

International Real Estate Valuation Analysts to resolve your Real Estate Concerns



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and in accordance with Title XI of FIRREA dated June 7, 1994 as amended by the Dodd-Frank Reform Act. It is understood that the sales comparison approach, the income approach and the cost approach could be used in the valuation analysis as they are the only three approaches which could be applicable to the valuation of historical properties like the subject property.

Note: Appraiser shall use all approaches necessary to develop a credible opinion of value.

The summary appraisal report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. As such, it presents no discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the opinion of value. Additional supporting documentation concerning the data, reasoning, and analyses may be retained in file. The depth of discussion contained in this report is specific to your needs for the intended use stated above. Your approval below acknowledges your acceptance of the attached **General Limiting Conditions, dated March 2, 2024**, this agreement, and authorization to perform the appraisal assignment.

The fee for each appraisal report is \$2,500, for a total of **\$5,000.00**. A retainer of 50% (\$2,500) of the fee is expected to be received together with the acceptance of this proposal. The remaining fee will be due upon completion and delivery of a digital copy of the appraisal report addressed to you. The assignment can be completed **within 10-15 business days** of receiving your signed authorization.

Changes or additions to the scope of this proposed assignment will be billed at our standard rates in effect at such time as any changes are made. Also, the fee quoted above does not cover any additional counseling, depositions, or court testimony of any kind. Charges for these types of services will be billed at our current rate of \$250 per hour plus 3 hours of preparation in the event of litigation. Depending upon the scope of the appraisal or the nature of the assignment, court appearances may require one or more hours of pre-deposition or pre-trial preparation and this time will also be billed at our current rate.

If billing payment arrangements are specified above, fees are expected to be paid in full within 30 days. If said fees are not paid during this period, a late charge representing 5% of the outstanding balance will be added to the next month's billing. By accepting this proposal, you agree to pay all of our attorney's fees if it should become necessary to engage legal counsel to collect our bill.

The following items (if applicable and if available) will help us facilitate completion of this assignment: 1. Property contact and phone number for access, 2. Any proposed building plans, if available. 3. See Data Request Addenda.

International Real Estate Valuation Analysts to resolve your Real Estate Concerns



**DEUTSCHE
VALUATIONS**

COMMERCIAL & RESIDENTIAL REAL ESTATE APPRAISERS

4251 SW 159TH AVE, MIAMI, FL 33185. PH: 786-285-1205 FAX: 1-305-359-3280
E-MAIL: jofre27@yahoo.com Cell: 786-285-1205 www.deutschevaluations.com

Should you have any questions regarding this proposal, please contact me at **786-285-1205**. If you wish to engage our firm and proceed with this assignment, please sign and date below. Please return the signed proposal by mail (together with any applicable retainer) or you may e-mail it to us at jofre27@yahoo.com (and mail any applicable retainer).

Thank you for considering our firm for this assignment.

Very truly yours,

Jofre Valencia, MAI, SRA
Cert. Gen RZ3562
(For the firm)

Proposal Accepted By

Date



**DEUTSCHE
VALUATIONS**

COMMERCIAL & RESIDENTIAL REAL ESTATE APPRAISERS

4251 SW 159TH AVE, MIAMI, FL 33185. PH: 786-285-1205 FAX: 1-305-359-3280
E-MAIL: jofre27@yahoo.com Cell: 786-285-1205 www.deutschevaluations.com

General Limiting Conditions (03/02/2024) with Authorization Letter

1. The appraisers will not be required to give testimony or appear in court because of having made the appraisal with reference to the subject property in question unless arrangements have been previously made.

2. Possession of the report does not carry with it the right of publication. Out-of-context quoting from or partial reprinting of this appraisal report is not authorized. Further, neither all nor any part of this appraisal report shall be disseminated to the general public by the use of media for public communication without the prior written consent of the appraisers signing this appraisal report.

3. Disclosure of the contents of this report is governed by the By-Laws and Regulations of the Appraisal Institute. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers or the firm with which they are connected, or any reference to the Appraisal Institute or the appraisal designations) shall be disseminated to the public through advertising media, public relations media, news media, sales media, or any other public means of communication without the prior consent and approval of the authors.

4. The distribution of the total valuation in this report, between land and improvements, is applicable only as a part of the whole property. The land value, or the separate value of the improvements, must not be used in conjunction with any other appraisal or estimate and is invalid if so used.

5. No environmental impact studies were either requested or made in conjunction with this appraisal report. The appraisers, thereby, reserve the right to alter, amend, revise, or rescind any of the value opinions based upon any subsequent environmental impact studies, research, or investigation.

6. Unapparent Conditions: The appraisers assume that there are no hidden or unapparent conditions of the property, subsoil, or structures that would render it more or less valuable than otherwise comparable property. The appraisers are not experts in determining the presence or absence of hazardous substances, defined as all hazardous or toxic materials, waste, pollutants, or contaminants (including, but not limited to, asbestos, PCB, UFFI, or other raw materials or chemicals) used in construction or otherwise present on the property. The appraisers assume no responsibility for any engineering studies or analysis that would be required to conclude or discover the presence or absence of such substances or for loss as a result of the presence of such substances or for unapparent physical conditions. The value estimate is based on the assumption that the subject property is not so affected.

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7. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. The appraisers have not made a specific compliance survey and analysis of this property to determine whether or not it conforms with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since the appraisers have no direct evidence relating to this issue, possible noncompliance with the requirements of ADA in estimating the value of the property has not been considered.

8. An appraisal related to an estate in land that is less than the whole fee simple estate applies only to the fractional interest involved. The value of this fractional interest plus the value of all other fractional interests may or may not equal the value of the entire fee simple estate considered as a whole.

9. The appraisal report related to a geographical portion of a larger parcel is applied only to such geographical portion and should not be considered as applying with equal validity to other portions of the larger parcel or tract. The value for such geographical portions plus the value of all other geographical portions may or may not equal the value of the entire parcel or tract considered as an entity.

10. PROPOSED IMPROVEMENTS: If the property appraised consists of proposed improvements, the Client shall provide to the Appraiser plans, specifications, or other documentation sufficient to identify the extent and character of the proposed improvements

11. Acceptance of and/or use of this appraisal report constitutes acceptance of the foregoing General Underlying Assumptions and General Limiting Conditions. The appraisers' duties, according to the employment to make the appraisal, are complete upon delivery and acceptance of the appraisal report. However, any corrections or errors should be called to the attention of the appraisers within 60 days of the delivery of the report.

12. Confidential Information - information that is either: identified by the client as confidential when providing it to an appraiser and that is not available from any other source; or classified as confidential or private by applicable law or regulation*. *NOTICE: For example, under the passage of the Gramm-Leach-Bliley Act in November 1999, some public agencies have adopted privacy regulations that affect appraisers. As a result, the Federal Trade Commission issued a rule focused on the protection of "non-public personal information" provided by consumers to those involved in financial activities "found to be closely related to banking or usual in connection with the transaction of banking." These

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activities have been deemed to include “appraising real or personal property.” (Quotations are from the Federal Trade Commission, Privacy of Consumer Financial Information; Final Rule, 16 CFR Part 313

WHEN APPRAISER’S OBLIGATIONS ARE COMPLETE

The appraiser’s obligations under this Agreement are complete when the Appraisal Report in the form specified in this Agreement is delivered to Client according to this Agreement. The appraiser agrees to be responsive to the Client’s legitimate inquiries regarding the contents of the report after delivery.

CONFIDENTIALITY

The appraiser shall not provide a copy of the written Appraisal Report to, or disclose the results of the appraisal prepared in accordance with this Agreement to, any party other than the Client, unless Client authorizes, except as stipulated in the Confidentiality Section of the Ethics Rule of the Uniform Standards of Professional Appraisal Practice (USPAP).

USE OF EMPLOYEES OR INDEPENDENT CONTRACTORS

Appraiser may use employees or independent contractors at Appraiser’s discretion to complete the assignment unless otherwise agreed by the parties. Notwithstanding, the Appraiser shall sign the written Appraisal Report and take full responsibility for the services provided as a result of this Agreement.

SERVICES NOT PROVIDED

The fees outlined in this Agreement apply to the appraisal services rendered by the Appraiser as outlined in this Agreement. Unless otherwise specified herein, the Appraiser’s services for which the fees in this Agreement apply shall not include meetings with persons other than Client or Client’s agents or professional advisors; Appraiser’s deposition(s) or testimony before judicial, arbitration, or administrative tribunals; or any preparation associated with such depositions or testimony. Any additional services performed by the Appraiser not outlined in this Agreement will be performed on terms and conditions outlined in an amendment to this Agreement, or in a separate agreement.

TESTIMONY AT COURT OR OTHER PROCEEDINGS

Unless otherwise stated in this Agreement, Client agrees that Appraiser’s assignment under this Agreement shall not include Appraiser’s participation in or preparation for, whether voluntarily or pursuant to a subpoena, any oral or written discovery; sworn testimony in a judicial, arbitration, or administrative proceeding; or attendance at any judicial, arbitration or administrative proceeding relating to this assignment.

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CHANGES TO AGREEMENT

Any changes to the assignment as outlined in this Agreement shall necessitate a new Agreement. The identity of the Client, intended users, or intended use; the date of value; type of value; or property appraised cannot be changed without a new Agreement.

CANCELLATION

Client may cancel this Agreement at any time before Appraiser's delivery of the Appraisal Report upon written notification to Appraiser. Client shall pay Appraiser for work completed on assignment before Appraiser's receipt of written cancellation notice unless otherwise agreed upon by Appraiser and Client in writing.

GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the law of the state in which the Appraiser's office as specified in this Agreement is located, exclusive of that state's choice of law rules. The parties agree that any legal proceeding brought by either party to interpret or enforce this Agreement, or to enforce an arbitration award entered according to this Agreement, shall be brought in a state or federal court having jurisdiction over the location of Appraiser's office as specified in this Agreement, and the parties hereby waive any objections to the personal jurisdiction of said court.

APPRAISER INDEPENDENCE

The appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount. The appraiser cannot guarantee the outcome of the assignment in advance. Appraiser cannot ensure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective of Client or others or advance any particular cause. The Appraiser's opinion of value will be developed competently and with independence, impartiality, and objectivity.

NOTICES

Any notice or request required or permitted to be given to any party shall be given in writing and shall be delivered to the receiving party by: a) registered or certified mail, postage prepaid; (b) overnight courier, such as Federal Express, United Parcel Service or equivalent; or (c) hand delivery. The address for delivery of any notice shall be the address for the party as specified in this Agreement, or at such other address as party may designate by written notice to the other party in conformance with this paragraph. Unless otherwise specified herein, notice shall be effective the date it is postmarked or given to a third party for delivery to the receiving party, whether or not the receiving party signs for or accepts delivery of such notice.

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NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall create a contractual relationship between Appraiser or Client and any third party, or any cause of action in favor of any third party. This Agreement shall not be construed to render any person or entity a third-party beneficiary of this Agreement, including, but not limited to, any third parties identified herein.

MEDIATION & ARBITRATION

In the event of a dispute concerning the subject matter of this Agreement, the parties shall in good faith attempt to resolve such dispute by negotiation between the parties' principals, or, if such negotiation is unsuccessful, by mediation conducted by a third-party mediator. If such mediation results in an impasse, the parties shall submit their dispute to binding arbitration. Such mediation or, if necessary, binding arbitration shall be conducted according to the mediation procedures or the commercial arbitration rules of the American Arbitration Association. Any arbitration shall be conducted in the city in which the Appraiser's office as specified herein is located. The parties shall share equally the costs of any mediation. In the event of binding arbitration, the arbitrators shall, in addition to any relief appropriate to be awarded to the prevailing party, enter an award in favor of the prevailing party for that party's costs of the arbitration, including the party's reasonable attorneys' fees and arbitration expenses incurred in prosecuting or defending the arbitration proceeding. Subject to the right of the prevailing party to recover its share of the costs of the arbitration services pursuant to the arbitrator's award, the costs of the arbitration services shall be borne equally by the parties. If the prevailing party seeks judicial confirmation of any arbitration award entered pursuant to this Agreement, the court shall, in addition to any other appropriate relief, enter an award to the prevailing party in such confirmation proceeding for its reasonable attorneys' fees and litigation expenses incurred in confirming or successfully opposing the confirmation of such an award.

SPECIAL OR CONSEQUENTIAL DAMAGES

Neither party shall under any circumstances be liable to the other party for special, exemplary, punitive or consequential damages, including, without limitation, loss of profits or damages proximately caused by loss of use of any property, whether arising from either party's negligence, breach of the Agreement or otherwise, whether or not a party was advised, or knew, of the possibility of such damages, or such possibility was foreseeable by that party. In no event shall the Appraiser be liable to Client for any amounts that exceed the fees and costs paid by Client to the Appraiser as stated in this Agreement.

ASSIGNMENT

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Neither party may assign this Agreement to a third party without the express written consent of the other party, which the non-assigning party may withhold in its sole discretion. In the event this Agreement is assigned by mutual consent of the parties, it shall become binding on the assigning party's permitted assigns.

SEVERABILITY

In the event any provision of this Agreement shall be determined to be void or unenforceable by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect.

CLIENT'S DUTY TO INDEMNIFY APPRAISER

Client agrees to defend, indemnify, and hold harmless Appraiser from any damages, losses, or expenses, including attorneys' fees and litigation expenses at trial or on appeal, arising from allegations asserted against Appraiser by any third party that if proven to be true would constitute a breach by Client of any of Client's obligations, representations or warranties made in this Agreement, or any violation by Client of any federal, state or local law, ordinance or regulation, or common law (a "Claim"). In the event of a Claim, the Appraiser shall promptly notify the Client of such Claim and shall cooperate with the Client in the defense or settlement of any Claim. Client shall have the right to select legal counsel to defend any Claim, provided that Appraiser shall have the right to engage independent counsel at Appraiser's expense to monitor the defense or settlement of any Claim. Client shall have the right to settle any Claim, provided that Appraiser shall have the right to approve any settlement that results in any modification of Appraiser's rights under this Agreement, which approval will not be unreasonably withheld, delayed or conditioned.

CLIENT'S REPRESENTATIONS AND WARRANTIES

Client represents and warrants to Appraiser that (1) Client has all right, power and authority to enter into this Agreement; (2) Client's duties and obligations under this Agreement do not conflict with any other duties or obligations assumed by Client under any agreement between Client and any other party; and (3) Client has not engaged Appraiser, nor will Client use Appraiser's Appraisal Report, for any purposes that violate any federal, state or local law, regulation or ordinance or common law.

EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the Client and Appraiser and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by

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both Client and Appraiser. This Agreement includes the following Appendices, which are incorporated into, and made a part of this Agreement:

Appendix A: Extraordinary Assumptions and Hypothetical Conditions

Appendix B: Information Request

Other documents are as follows

EXPIRATION OF AGREEMENT

This Agreement is valid only if signed by both Appraiser and Client within 10 days of the Date of Agreement specified.

By Appraiser:

(Signature)

Jofre Valencia_____

(Printed name)

March 2, 2024_____

(date)

By Client:

(Signature)

(Printed name)

(date)



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DATA REQUEST

To complete this assignment on time, we will need the following information on the property. If any information is not available or if you have any questions, please let us (me) know.

RETAIL

- Legal description.
- Approved architectural site plan, a survey of the site, leasing plan, and/or architectural building plans.
- Copy of recent tax bill.
- Building description and/or floor plan calculations.
- Copies of all leases and/or detailed lease briefs including all pertinent deal points as well as a current rent roll.
- Most recent expense reimbursement schedule or end-year cam reconciliation invoices basis.
- Historical Sales schedule or 3-5 years sales/percentage rent history for the property & tenants having percentage rent clauses.
- Historical operating statements (past 2-3 years).
- Current year income and expense history.
- A copy of 2024_ fiscal year's budget, if available.
- Argus Cash Flow, if available
- Historical occupancy for the past three years.
- Name and phone number of contact person for property inspection.
- Copy of any sales purchase contract & closing statement, if recently sold or about to be sold, and details on any listing or offering memorandum of the property within the past three years.
- Notice of any pending changes to the rent roll or current status of the tenants.
- Details regarding the lease rates/terms and marketing activity for any vacant suites along with the name and phone number of the leasing agent.
- Copies of any toxic engineering reports dealing with underground tanks, PCB's, asbestos or chemical spills, etc.
- Copy of property condition assessment report and/or a list of major repairs and cost figures which have been or are schedule to be made in the next 18 months.

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- Any other information, which you feel, is necessary for a proper valuation of the property.

Please bear in mind that the information is critical to a thorough analysis of the property and time is of the essence to meet the projected delivery date.

My mailing address and other contact information is as follows:

Jofre Valencia, MAI, SRA, Cert Gen RZ3562
DEUTSCHE VALUATIONS, LLC
4251 SW 159th Ave, Miami, FL 33185

Phone: 786-285-1205
Email: jofre27@yahoo.com