City of Opa-locka

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

COMMUNITY REDEVELOPMENT AGENCY
Agenda

Tuesday, May 14, 2024
6:00 PM

<u>Opa-Locka CRA Board</u>
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
May 14, 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 - MARCH 12, 2024

7. PUBLIC COMMENTS:

8. RESOLUTIONS:

1. **A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY (CRA), AUTHORIZING THE IMPLEMENTATION OF THE GREENSPACE BEAUTIFICATION AND COMMUNITY WELLNESS ('THRIVING TOGETHER') PROGRAM; PROVIDING FOR THE ALLOCATION OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.**

2. **A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY (CRA), FURTHER AUTHORIZING THE IMPLEMENTATION OF THE DEVELOPMENT ASSISTANCE PROGRAM AND ENGAGEMENT OF WALTHOUR ENTERPRISES ; PROVIDING FOR THE ALLOCATION OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.**

3. **A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR AND CRA ATTORNEY TO CONDUCT THE PURCHASE OF PROPERTIES LOCATED AT 2145 ALI BABA AVENUE, TO INCLUDE PREPARING TITLE WORK TO COMPLETE THE TRANSACTION; PROVIDING FOR AN EFFECTIVE DATE.**

4. **A RESOLUTION OF THE BOARD OF THE OPA-LOCKA REDEVELOPTMENT AGENCY ("CRA"), AUTHORIZING THE EXECUTIVE DIRECTOR TO ESTABLISH THE "RESIDENTIAL HOMES REHABILITATION 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 INTERIM EXECUTIVE DIRECTOR AND CRA ATTORNEY TO CONDUCT THE PURCHASE OF PROPERTIES LOCATED AT 391 OPA-LOCKA BLVD. AND 879 FISHERMAN STREET, TO INCLUDE PREPARING TITLE WORK TO COMPLETE THE TRANSACTIONS; PROVIDING FOR AN EFFECTIVE DATE.**

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

7. **A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE TRANSFER PAYMENT OF A TOTAL OF $15,000 TO THE CITY OF OPA-LOCKA FOR THE PROVISION OF THE SERVICES OF THE OFFICE OF THE CITY CLERK TO THE OCRA, AND PROVIDING FOR AN EFFECTIVE DATE.**

9. DISCUSSION ITEMS :

1. **CITY OF OPA LOCKA PARKS DEVELOPMENT**

2. **WELLSPRING APARTMENT $25,000 DEMOLITION REQUEST**

3. **TREE GRANT UPDATE**

4. **CHINESE RESTUARANT**

5. **TRANSFER OF FUNDS FROM SALARY TO PROFESSIONAL SERVICES**

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 Board Clerk Peggy Joseph at 305.953.2868 ext. 1252.

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

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

MEETING MINUTES
CITY OF OPA-LOCKA
COMMUNITY REDEVELOPMENT AGENCY
MARCH 12, 2024, 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 6:08 p.m.

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 Natasha L. Ervin (arr. 6:33 p.m.), Board Member Joseph L. Kelley (dep. 6:50 p.m.), and Board Member Veronia Williams (arr. 6:22 p.m.). Also present were CRA Executive Director Jason Walker, Board Attorney Marlon Hill, and Interim Board Clerk Joanna Flores.

Absent Board Members: Board Member Dr. Sherelean Bass and Board Member John Taylor.

3. MOMENT OF SILENCE:

All present observed a moment of silence.

4. PLEDGE OF ALLEGIANCE:

All present stood for the Pledge of Allegiance.

5. ADD-ON ITEMS:

None.

6. APPROVAL OF MINUTES:

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

7. PUBLIC COMMENTS:

None.

As a quorum was not present, the Board addressed the first Resolution for purposes of discussion only at this time.

CRA Executive Director Jason Walker explained that this Item, in accordance with the CRA's Redevelopment Plan, seeks to establish a partnership with the Opa-locka Police Department for crime reduction, prevention, and awareness programs within the CRA district. He has met with the Chief of Police to discuss ideas that can meet the Chapter 163 threshold for funding.

Mr. Walker continued that the proposed program would fund the installation and ongoing maintenance of cameras in addition to existing camera systems within the City. The cameras within the CRA will be installed primarily within the triangle district and commercial corridors, which are the core of the CRA. The Resolution authorizes Mr. Walker to negotiate an inter-local agreement (ILA) with the Police Department to fund these efforts. Initial setup costs will be approximately $150,000.

Jordan Harris, representing Flock Safety, gave a brief presentation to the Board, explaining that Flock Safety is a public safety platform which works with law enforcement and other entities throughout the country to reduce crime and improve community safety.

Mr. Walker advised that the proposed ILA would allow the CRA to transfer money to the Police Department for the procurement of additional services. Mr. Harris clarified that the Police Department does not currently have a contract with Flock Safety, but has used Flock Safety's platform, which provides access to the company's database of cameras, for approximately one year.

Board Member Kelley requested clarification of the agreement into which the CRA is asked to consider entering, including the entity that would be responsible for addressing any concerns or issues. A representative of the Opa-locka Police Department stated that the Department is currently using Flock Safety's platform and is considering expanding it further.

Board Member Kelley reiterated his request for clarification of what entity would be responsible for cameras within the CRA, including whether this entity would be the City or Flock Safety. Board Attorney Marlon Hill explained that the Resolution before the Board would authorize Mr. Walker, as Executive Director, to enter into an ILA with the Opa-locka Police Department, and the Police Department will be held accountable for the execution of camera services within the CRA.

Attorney Hill continued that the Opa-locka Police Department will be responsible to the CRA Board to ensure that the funds are appropriately allocated, authorized, monitored, and assessed to deliver the service with which the CRA Board is contracting, which is to provide camera coverage in the CRA area. Should anything happen to the cameras and/or delivery of services, the CRA will hold the Police Department accountable.

It was noted that Board Member V. Williams arrived at 6:20 p.m.

Board Member V. Williams asked if the CRA has conducted an assessment to determine whether or not the cameras are needed within the CRA. Mr. Walker emphasized that the CRA may only spend its funds within its own boundaries. He also noted that some Board members have expressed concern with crime in certain areas of the CRA. There has been no formal assessment, but the CRA instead relied upon the Police Department's professional opinion.

Board Member V. Williams explained that there are areas in the CRA other than the triangle where crime is a concern, and she had wished to clarify if the cameras will be deployed within the triangle only or throughout the CRA. It was clarified that the cameras will be used throughout the CRA, including entry and exit points, parks, schools, and other areas within the CRA district.

Chair Russell noted that the CRA includes Opa-locka's Downtown area as well. The Downtown cameras will include LPRs as well as "pan/tilt/zoom" (PTZ) cameras.

Vice Chair N. Williams asked how many cameras will be deployed within the CRA, as well as where they will be installed. She also requested clarification that the cameras are not red light/Stop sign cameras used to issue tickets for minor traffic violations. Mr. Harris explained that the locations of the cameras have not yet been determined: this is typically done after discovery meetings and mapping calls with solution consultants and law enforcement to determine where both LPRs and PTZ cameras will be placed. Another consideration will be whether or not the CRA wishes to continue funding the camera program in future years.

Mr. Harris continued that the cameras will not use facial recognition, nor will they be used for speed enforcement. They are live video cameras which can be used to identify vehicles and other uses.

Vice Chair N. Williams also requested more information on the maintenance that will be required for the cameras, as well as their traditional lifespan. Mr. Harris replied that Flock Safety provides a service with different types of cameras and is also able to bring the City's existing cameras into their system. He estimated that the cameras will last for multiple years, and noted that Flock Safety will replace a broken camera free of charge. The cameras do not use fiber optics or traditional electrical utilities. The price of the cameras includes training, maintenance, troubleshooting, and data storage.

Chair Russell asked if the $150,000 grant from the CRA to the Police Department would cover one year or multiple years of service. It was clarified that this will cover the majority of first-year service, including installation. The cameras will be monitored by the Police Department in real time.

Chair Russell asked if there will be Police Officers assigned to monitor cameras only within the CRA area, or if the Police Department "in general" will have this responsibility. Mr. Walker stated that the proposal includes the CRA paying for overtime to cover monitoring within the CRA area; however, this portion of the proposal is not part of the $150,000 grant, and will be brought before the Board at a later time. The overtime amount has not yet been negotiated.

Board Member Ervin arrived at 6:33 p.m.

Board Member Kelley stated that while he was in favor of the idea of the program, he had reservations regarding how its various parts would connect, including the funds intended for establishment of the program and the additional monies that would be necessary to pay overtime for monitoring by the Police Department. He also expressed concern that the proposed technology would be different from what is currently used by the City.

It was confirmed that the City currently uses an automated system by another provider which provides LPR alerts on Officers' laptops in addition to live monitoring. The City is considering investing in a single system by moving from its current provider to Flock Safety.

Board Member Kelley asked if the CRA Board would, as part of the ILA, receive some type of monthly report showing what is happening with the camera system within the CRA. Mr. Walker confirmed this.

Board Member Kelley asked if an Officer would be assigned to the CRA only or to the City including the CRA. It was clarified that the $150,000 proposed in the Resolution would pay for equipment, while the overtime pay for Officers would require another Resolution at a later time. The later Resolution will also address payment for an Officer assigned specifically to the CRA area. This may include vehicular and/or bicycle patrols as well as monitoring of the CRA's cameras.

Board Member Kelley expressed concern with the total cost of the program. Mr. Walker explained that the cost of the equipment would be a one-time cost, and there is not yet an agreement on the total cost for overtime. The estimated cost of annual ongoing maintenance would be brought back to the Board at a later date, along with the cost of overtime, monitoring, and a bicycle patrol Officer. He reiterated that those ongoing costs are not part of the current Resolution.

Board Member Kelley asked when the purchased equipment may be ready for use. Mr. Walker stated that more information will be brought back to the Board at the next month's meeting along with the proposed ILA and the estimated costs of ongoing assistance.

Chair Russell asked if the CRA would be only an overtime project for an Officer in addition to that Officer's other duties, pointing out that overtime would likely cost more than the estimate of $150,000. Mr. Walker replied that an Officer working after his regular shift or on a day off would come in on an overtime basis. The overtime would also go toward covering an Officer's presence in the real-time crime center located at the Police Department.

Chair Russell reiterated that she had hoped there would be a Police Officer specifically assigned to the CRA area as part of their regular duties, not on an overtime basis. Mr. Walker advised that he has discussed several different ideas for enhanced Police services with the Board members, including the possibility of an Officer regularly assigned to the CRA. He emphasized again that these discussions with the Police Department are ongoing.

The following Item was taken out of order on the Agenda.

6. APPROVAL OF MINUTES:

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

Motion made by Vice Chair N. Williams, seconded by Board Member Ervin, to approve. In a roll call vote, the **motion** passed unanimously (5-0).

Board Member Kelley left the meeting at 6:50 p.m.

- **OCRA Regular Meeting Minutes – January 23, 2024**

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

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.**

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

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.**

Mr. Walker explained that this Item is similar to Resolution 8.1, as it will authorize an ILA with the City to provide for a Code Enforcement Officer to be assigned exclusively within the CRA. This Officer would work for the City, and the CRA would reimburse the City for the costs associated with that Officer. The CRA would also receive a monthly report on buildings, structures, and land within the CRA which have been addressed by Code Enforcement.

Mr. Walker noted that no estimate is available at this time for the cost of this program. Once an estimate has been determined, it will be brought before the Board. Today's Resolution begins the process of hiring the Code Enforcement Officer and the transfer of funds from the CRA to the City.

Vice Chair Williams asked if the CRA Board will have an opportunity to establish priorities in partnership with the City to ensure that Code Enforcement focuses on issues they feel are critical, or if the Officer will focus only on City priorities. Mr. Walker replied that the Board will establish the priorities for the entire CRA district.

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

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.

Mr. Walker recalled that at a previous meeting, the Board had reviewed a number of buildings in the CRA with discussion of recruiting the businesses' owners to apply for the Business Incentive Grant program (approved November 2023). Ten property owners were recruited for participation in that program. Today's Resolution will serve as a beta test for the first applicant to the program. If the owner is approved by the Board as well as by required state processes, the Board may entertain approval of subsequent applicants to this program.

The license agreement for this Resolution is with the owner of the Arabian Bar. The program would replace the parking lot, install impact-resistant doors and windows, replace the roof, and replace the business's historic sign and bollards. The agreement allows the CRA to hire contractors to go onto the property and make these improvements.

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

Chair Russell noted that the CRA has a finite lifespan, and asked how it would be able to sustain itself in the future if it no longer receives funds at some point. Mr. Walker advised that the purpose of the CRA is to use its funds to improve the district; unlike the City, the CRA is not required to maintain reserve funds. He pointed out that the Opa-locka CRA is under particular scrutiny by Miami-Dade County because it has not spent a significant amount of money on projects in the past.

Board Member V. Williams requested clarification of how the subject business was chosen as the first recipient of funds from among the 10 businesses. Mr. Walker replied that some property owners have been more cooperative and easier to reach than others, and the selection was made because the business owner submitted their paperwork on time and was helpful in allowing access to the business so quotes could be prepared.

Vice Chair N. Williams requested an estimate of how long the first project is expected to take. Mr. Walker advised that this will be addressed under Item 8.4.

In a roll call vote, the **motion** passed unanimously (4-0).

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.

Attorney Hill explained that once Resolution 8.3 has been approved, directing the CRA to enter into a relationship with the property owner, there must be a Resolution for the execution of the program itself. This is addressed by Resolution 8.4.

Mr. Walker advised that when the Commercial Façade Improvements Program was approved by the Board in late 2023, CRA Staff began outreach to prospective participants to determine who was interested in the program; however, it was determined that property owners themselves would not be able to oversee their own improvements. Mr. Walker had identified local contractors and developers within Opa-locka who could help owners improve their buildings.

Mr. Walker continued that the first contractor/developer he had identified to help coordinate the improvements was the owner of Walthour Enterprises, LLC, who will enter into an agreement for the first property only at this time. Mr. Walker estimated that the time frame for completion of improvements may be three months, and will include painting, decorative banners, and other rehabilitation efforts such as parking lots, windows, roofs, and signage.

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

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.**

Mr. Walker stated that this program preceded his tenure with the CRA. An agreement was entered into with Palmetto Homes, Inc. in March 2022, indicating that Palmetto Homes would receive $300,000 for the development of multiple sites, including two single-family home sites and two multi-family home sites. When he began working with the CRA, the state sent him an invoice for $300,000 which a previous director had attempted to have authorized for the company. The state had rejected this invoice.

Mr. Walker continued that one reason for the rejection was that the original agreement included contradictory statements on payment. He had submitted another invoice in

December 2023 for Palmetto Homes after discussing a new formula with them. The new agreement would reimburse Palmetto Homes for the two single-family homes which were already completed. These costs were $60,000 per home, totaling $120,000 of the $300,000 total the company had been promised.

Mr. Walker advised that when the $120,000 invoice was submitted to the state, it was rejected once again, as the Resolution still referenced the 2022 agreement with the $300,000 cost attached. As a result, a new agreement has been negotiated for the two single-family homes, reimbursing Palmetto Homes with $120,000. Another agreement will be negotiated for the remaining $180,000 for the multi-family homes, as work has not yet begun on those properties. This Resolution will close out the Palmetto Homes Development Incentive Assistance Grant.

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

Vice Chair N. Williams requested confirmation that the two single-family homes have been completed. Mr. Walker confirmed this, adding that the homes were built as workforce housing.

In a roll call vote, the **motion** passed unanimously (4-0).

7. FINANCIAL REPORT:

The following Item was taken out of order on the Agenda.

5. **Purchase of 391 Opa-locka Boulevard – Appraisal**

Mr. Walker reported that he has reached out several times to the owner of this property to discuss the possibility of leasing CRA office space or purchasing the building outright in order to redevelop the site. The owner recently responded to propose a purchase price of $1.8 million for the building at 391 Opa-locka Boulevard. The owner’s proposed rent for a portion of the corner space would be $3800/month.

The CRA has requested appraisal of the lot, which is expected within one to two weeks. Mr. Walker noted that the CRA must pay the appraisal price or an average of two appraisals, and a supermajority vote would be required to pay more than the appraisal price. No action is underway at this time. Information from the appraisal may be available in April 2024.

Board Member V. Williams pointed out that a great many items have involved Police services, and recommended that the CRA focus on other types of priorities as well, such as improvements to Sherbondy Park. She strongly emphasized the importance of bringing forward Agenda items that will improve that park.

Mr. Walker recalled that at a previous meeting, $200,000 from the CRA budget was allocated toward park improvements. He added that the chair of the City's Parks Advisory Board had proposed meeting with the CRA Executive Director to discuss park improvements, although no meeting has been arranged thus far.

Mr. Walker continued that the CRA budget can easily be amended, if necessary, to accommodate more parks projects. The Board has only to decide what improvements they would like to see and how they wish to proceed.

Chair Russell commented that one concern has been that if the City undertakes a project, the CRA cannot "take over" that project; however, they may be able to partner with the City to realize projects.

Board Member Ervin also asserted that she has championed the addition of a playground set for Sherbondy Park, and did not understand why the CRA has not taken any action thus far.

Mr. Walker observed that no Board member has brought forward a recommendation or a photo of a proposed playground thus far, and encouraged the members to reach out to him if they would like that discussion to be put on an agenda. He explained that he cannot take action without direction from the Board.

Chair Russell stated that the Board members have discussed the needs of Sherbondy Park, Ingram Park, and other park facilities for some time, and emphasized that they must all be "on the same page" with regard to what should be done.

Mr. Walker recalled that he and some of the Board members had attended a workshop at a CRA conference which addressed the needs of parks and the constraints of CRA Chapter 163. The CRA is not permitted to supplement actions that should be taken by the City, which means if the City has an existing plan for park improvements, the CRA may not contribute to that City expense. They may, however, undertake parks projects that are separate from the City's plans. He concluded that the Board should review the City's plans and make decisions on how they can provide improvements above and beyond those plans.

Board Member V. Williams advised that the City plans to discuss this issue further, recalling that in a previous year, the City had anticipated receiving grant funds that could be used toward some of the improvements she wished to see. She asserted that she would ask to review the City's Parks Master Plan and determine whether or not some of its projects should be eliminated in order to allow the CRA to undertake them instead.

Mr. Walker stated that another option may be for the City to transfer ownership of a park property to the CRA, at which time the CRA can invest fully in its improvement. If a park belongs to the City, the CRA is limited to making only enhancements. He clarified that while he was not suggesting the CRA take this action at this time, this could be one way to proceed.

Board Member Ervin stated that she would like more clarity on this issue, recalling that the parks issue had appeared on a previous agenda but had not been discussed as planned. Mr. Walker recommended that interested Board members reach out to the City's Parks Director, City Manager, or Assistant City Manager for more information and a determination of whether the proposed improvement fits within the City's plan or, if not, can be undertaken by the CRA. He emphasized again that the City owns its parks and must be responsible for park improvements.

Chair Russell requested that the Executive Director and/or Board meet with the City to ensure the two entities are on the same page regarding parks. She declared that the CRA has an ongoing interest in the City's parks. Mr. Walker advised that he would bring information on Chapter 163 to this meeting, as well as a presentation on how CRA money may and may not be spent toward parks.

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**

[The above Items 1-4 were not discussed.]

8. BOARD COMMENTS

Interim Board Clerk Joanna Flores informed the Board that she has acted in this position on a temporary basis since August 2023, with the intent that the Board take steps to hire a permanent clerk. She stated that she no longer wished to continue providing services as the Interim Board Clerk for the CRA, and requested that the Board either take action to hire a clerk or identify a member of the CRA office to perform these duties.

Chair Russell thanked Ms. Flores for her service, and requested that the Executive Director and the other Board members look into what would be required of a new Board Clerk.

9. ADJOURNMENT

The meeting was adjourned at 7:44 p.m.

ATTEST:

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Marlon A. Hill, Esq. Board Attorney

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Joanna Flores, Interim CRA Board Clerk

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Jannie Russell, CRA Board Chair

RESOLUTION NO. 24-__________

A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY (CRA), AUTHORIZING THE IMPLEMENTATION OF THE GREENSPACE BEAUTIFICATION AND COMMUNITY WELLNESS ('THRIVING TOGETHER') PROGRAM; PROVIDING FOR THE ALLOCATION OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Opa-locka Community Redevelopment Agency is committed to fostering a vibrant, healthy, and sustainable community through targeted environmental and beautification efforts; and

WHEREAS, the Greenspace Beautification and Community Wellness ('Thriving Together') program is designed to enhance the aesthetic appeal and ecological health of the Opa-locka CRA region, offering extensive benefits in community wellness and environmental sustainability; and

WHEREAS, this program includes the creation of butterfly gardens, homeowner beautification projects, community gardens, food forests, and educational initiatives, all aimed at improving quality of life and promoting sustainable living practices among residents; and

WHEREAS, the program seeks to engage community members actively in the transformation and revitalization of their environment, thereby strengthening community bonds and fostering a shared sense of pride and stewardship; and

WHEREAS, the successful implementation of this program requires careful planning, adequate funding, and ongoing community involvement to ensure its objectives are met and sustained over time; and

WHEREAS, the Opa-locka CRA recognizes the importance of green spaces in urban areas for their role in improving air quality, reducing urban heat island effects, and providing necessary recreational and educational opportunities for residents of all ages;

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

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

Section 2. Authorization of the Program: The Board hereby authorizes the implementation of the Greenspace Beautification and Community Wellness ('Thriving Together') Program as outlined in the supporting documentation.

Section 3. Allocation of Funds: The Board approves the allocation of funds not to exceed $300,000, to be distributed across the various components of the program to achieve the desired outcomes as detailed in the budget breakdown.

Section 4. Implementation Oversight: The Opa-locka CRA is tasked with the program's implementation, including the coordination of activities, oversight of budget expenditures, and regular reporting on program progress to the Board.

Section 5. Community Engagement: Ensures extensive community involvement through participatory planning and feedback mechanisms, fostering transparency and enhancing program effectiveness.

BE IT FURTHER RESOLVED that the Board directs the CRA to pursue additional funding opportunities, including grants and partnerships, to further support and potentially expand the 'Thriving Together' program.

Section 6. **<u>EFFECTIVE DATE</u>**

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
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)________________

The Opa-locka CRA Urban Oasis Initiative

"Thriving Together": A Community Greenspace, Beautification, & Food Justice Program

Designed By: Greenspace Initiatives

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Executive Summary

Program Overview

"Thriving Together" is a comprehensive initiative tailored to address and alleviate key challenges in the Opa-locka CRA region, including addressing food deserts, mitigating urban blight, and enhancing community well-being through the creation of sustainable and vibrant greenspaces. The program leverages multiple interconnected strategies, focusing on the development of Community Gardens, Urban Farms, and Food Forests to boost local food production, enhance biodiversity, and foster a greater sense of community ownership and involvement.

Strategic Alignment

This initiative aligns with the CRA's mission by transforming underutilized spaces into productive and beautiful areas that contribute substantially to the community's social, environmental, and economic health. Key strategies include beautifying the region with butterfly gardens, enhancing residential areas through front yard foodscapes, and building a robust network of community gardens and farms.

Community Impact and Sustainability

"Thriving Together" prioritizes sustainability, aiming to establish a resilient local food system and enhance community educational outreach. The program is designed to empower residents with the skills needed to sustain these initiatives, promoting long-term engagement and continued environmental stewardship.

Financial Stewardship and Funding Strategies

The program is structured to maximize financial efficiency, seeking diverse funding sources including grants, local business partnerships, and community-supported agriculture (CSA) shares, thus ensuring a sustainable financial model that minimizes reliance on CRA funds.

Strategic Partnerships

Critical to the program's success, strategic partnerships with local schools, businesses, and environmental organizations will enhance resource sharing, increase expertise, and integrate the program deeply into the community fabric.

Conclusion

"Thriving Together" offers an ambitious vision that promises significant enhancements in community aesthetics, environmental health, and food security. The program seeks the CRA board's support and guidance to navigate and leverage strategic, financial, and partnership opportunities effectively.

“Thriving Together” - A Community Greenspace, Beautification, & Food Justice Program

Introduction

"Thriving Together" is designed as a multi-faceted initiative to revitalize Opa-locka by transforming underutilized urban areas into productive and sustainable greenspaces. This program aims to enhance community engagement, food security, and environmental stewardship through strategic development of Community Gardens, Urban Farms, and Food Forests, alongside beautification projects that collectively address the city's pressing challenges.

Program Vision

Our vision is to foster a greener, healthier, and more vibrant Opa-locka by:

- Cultivating ecosystems that support biodiversity and environmental education.
- Enhancing food security through locally sustainable agricultural practices.
- Creating community-centric spaces that encourage social interaction and active community participation.
- Implementing beautification projects that improve the aesthetic and ecological health of the urban landscape.

Key Initiatives

- **Butterfly Beautification:** Develop mini butterfly gardens across public and private spaces to enhance pollinator habitats and beautify the city.
- **Community Gardens, Farms, and Food Forests:** Establish diverse green spaces that serve multiple functions, including food production, educational outreach, and recreational use.

- **Homeowner and Food Production Beautification:** Support homeowners in integrating food production and ecological landscaping into their front yards.
- **School Food Forest and Vegetable Garden:** Integrate agricultural education into schools to promote hands-on learning and sustainable practices among students.
- **Trees and Grant-Matching Funds:** Expand the tree canopy to enhance urban comfort and environmental quality, supported by grant funds.
- **Educational Material & Speaking Fees:** Offer comprehensive educational programs to build community capacity in sustainable practices and environmental stewardship.

Benefits and Purposes

The "Thriving Together" program is structured to deliver multiple benefits:

- **Community Enhancement:** Transforming spaces to enhance the quality of life and increase community pride.
- **Environmental Education:** Educating residents on sustainable practices and their benefits to personal and environmental health.
- **Food Security:** Directly addressing food deserts by increasing access to fresh, locally grown food.
- **Economic Opportunities:** Creating jobs and supporting economic development through urban agriculture and related activities.
- **Health and Wellness:** Improving mental and physical health through increased interaction with nature and community.

Conclusion

By implementing these initiatives, "Thriving Together" seeks to establish a sustainable model of urban living that can inspire similar transformations in communities both within and beyond Opa-locka. This program not only aims to enhance the current urban fabric but also to build a resilient foundation for future generations.

Beautification Initiative: Native Mini Butterfly Gardens Across the Entire Region

“If you spend your time chasing butterflies, they’ll fly away.
If you spend your time making a beautiful garden, the butterflies will come to you”

Introduction

In an effort to revitalize and beautify Opa-locka, especially targeting rundown areas, rights of way, medians, and any available nooks and crannies, we introduce the Regional Distributed Butterfly Garden Network of Opa-locka. This program focuses on the strategic placement of mostly-native butterfly gardens throughout the community, enhancing public greenspaces, promoting walkability, and adding aesthetic beauty. A critical aspect of this initiative is to address the often-neglected "middle layer" of greenspace, providing an enriching habitat between canopy trees and ground cover, which can be established more quickly and with immediate impact.

Possible side-effects of this initiative include: us stealing away the title “Butterfly Capital of the World” from Coral Springs & Butterfly World before they even realize that we’re in competition! Plus, they cheat by having an enclosure. This will essentially function as a 514 acre CRA-wide open-air distributed-network of butterfly gardens. With an emphasis on caterpillar host plants and a diverse array of long-lived shrubs & perennial flowers, this network will be offering up a buffet of pollinator food in all sorts of colors, shapes, sizes, textures, and heights that should establish a constant and thriving population of butterflies across the entire region.

Objectives

- **Beautify Underutilized Spaces**: Transform underutilized and rundown areas into vibrant, colorful spaces that serve both ecological and aesthetic purposes.
- **Promote Biodiversity**: Encourage biodiversity by planting native species that attract butterflies, acting as pollinators essential for the health of local ecosystems.
- **Enhance Walkability and Public Greenspace**: Create a distributed network of mini butterfly gardens that not only beautifies the community but also enhances walkability and the quality of public greenspaces.
- **Engage the Community**: Involve homeowners and residents in the initiative, offering resources and guidance to establish mini butterfly gardens in their front yards and shared community spaces.

Implementation Strategy

- **Site Selection**: Identify potential locations for mini butterfly gardens with a focus on areas that can benefit most from beautification and ecological support.
- **Partnership Development**: Collaborate with local nurseries, environmental organizations, and schools to secure native plants and engage the community through educational outreach.

- **Community Workshops and Distribution**: Host workshops to educate residents on the importance of native butterfly gardens, providing starter kits for home installation.
- **Volunteer Planting Events**: Organize community volunteer events to plant gardens in public spaces, fostering a sense of community ownership and stewardship.
- **Maintenance and Monitoring**: Develop a plan for the ongoing care of these gardens, including regular maintenance and monitoring of plant health and butterfly activity.

Funding and Resources

- **Grant Opportunities**: Seek funding through environmental grants and local government initiatives focused on community beautification and biodiversity.
- **Private Sponsorships**: Engage local businesses and organizations in sponsorship opportunities to support the establishment and maintenance of the gardens.
- **Community Contributions**: Encourage community contributions, whether through donations, volunteer time, or sharing of resources.

Benefits

- **Quick and Visible Impact**

  Unlike some greenspace projects that take years to mature, mini butterfly gardens provide immediate benefits in terms of beauty and biodiversity. These gardens quickly transform underutilized areas into vibrant, colorful spaces that attract butterflies and other pollinators, offering an instant aesthetic upgrade to the community. They serve as a testament to the positive changes being implemented within the CRA, fostering community pride and encouraging further participation in beautification efforts.

  By focusing on native plants and flowers, these gardens not only beautify the area but also support local ecosystems and contribute to the health of the environment. This immediate impact can galvanize further community support for larger green initiatives, proving that even small changes can make a big difference in urban landscapes.

- **Educational Opportunities**

  Mini butterfly gardens serve as dynamic, living classrooms for community members of all ages, particularly local schools. These gardens provide hands-on learning experiences about pollinators, native plant species, and the importance of biodiversity. Workshops and educational materials will be developed to engage students and community members, fostering a sense of environmental stewardship.

- **Community Well-being**

  The introduction of vibrant butterfly gardens throughout Opa-locka significantly contributes to the community's mental and physical well-being. These gardens not only beautify the neighborhood but also create tranquil spaces for relaxation and connection with nature. Access to green spaces is known to reduce stress, encourage physical activity, and enhance overall quality of life.

Implementation Plan

- **Community Engagement**: Key to the success of this initiative is active community participation. Residents will be invited to suggest locations, participate in planting days, and attend workshops on maintaining their mini gardens.
- **Partnerships for Success**: Collaborating with local environmental groups, nurseries, and educational institutions will provide the initiative with the expertise and resources needed for success. These partnerships will also help in securing native plants and developing educational programming.
- **Sustainable Maintenance**: To ensure the longevity of these butterfly gardens, a maintenance plan involving community volunteers, local gardening clubs, and potentially city services will be established. Regular check-ins and maintenance days will be organized to care for these spaces.
- **Funding and Support**: Beyond seeking grants and local sponsorships, a crowdfunding campaign may be initiated to raise additional funds for garden installations and educational programs. Offering recognition plaques or other acknowledgments in the gardens can incentivize donations.

Evaluation and Expansion

- **Monitoring and Feedback**: Establishing a system for monitoring the health of the gardens and tracking butterfly populations will provide valuable data on the initiative's impact. Regular feedback from the community will guide adjustments and improvements.
- **Scalability**: As the program matures, opportunities for expanding the network of mini butterfly gardens will be explored, including larger plots of land that can be transformed into significant green spaces for the community.

- **Long-term Vision**: The ultimate goal is to weave these mini butterfly gardens into the fabric of Opa-locka, creating a city recognized for its commitment to biodiversity, beauty, and community wellness. As the network grows, so too will the opportunities for educational outreach, community engagement, and environmental sustainability.

Conclusion

The Mini Butterfly Garden Distributed Network Initiative is a key component of our broader effort to transform Opa-locka into a more beautiful, walkable, and biodiverse community. By focusing on the creation of these small but impactful gardens, we can quickly improve the aesthetic and ecological landscape of our area, fostering a deeper connection between residents and their environment. Through collaborative effort, educational outreach, and community involvement, we can create a distributed oasis that not only enhances our urban environment but also nurtures our collective spirit.

Community Food Production: Community Gardens, Urban Farms, Food Forests, and the Beautification of Empty Lots

"Nurture the garden, and the garden nurtures the community"

Introduction

The Community Gardens, Urban Farms, and Food Forest initiatives are central components of the program and are designed to transform Opa-locka into a model of urban sustainability and community resilience. These initiatives focus on transforming underutilized or vacant lots into productive green spaces that serve multiple community needs: providing access to fresh produce, fostering social connections, and offering educational opportunities in sustainable agriculture. Residents can engage with the environment and each other, fostering a deeper sense of community while addressing the critical issue of food insecurity in the area. This multifaceted approach not only enhances food security but also strengthens community ties, supports local ecosystems, and beautifies the urban environment.

Even though the main focus will likely initially be on community lots, there are an abundance of potential creative opportunities for finding food-producing land within many different location types. Corporate buildings with land can be partnered with and converted into food, flower, and butterfly gardens managed by their employees. Church lots with extra land can be converted into gardens or farms to and split between donating to their members in need and to local food banks. Parks can gain fruit trees, or even full food forest sections. Even with a short-term agreement or only partial usage, empty lots can quickly and cheaply be converted to aesthetically pleasing food producing ecosystems when there is a person(s) willing to manage it. Once you start looking, underutilized land exists all around us.

Community Gardens

Community gardens are envisioned as vibrant, open-access green spaces that serve as communal hubs for growing, learning, and relaxing. Located on lots purchased and owned by the CRA, these gardens are designed to be true community assets.

Benefits and Features

- **Social Interaction and Inclusion:** The gardens act as a "third place" outside of home and work where community members can socialize, share, and collaborate.
- **Individual and Communal Growing Areas:** Provides both personal plots and communal areas where individuals can cultivate their own produce while contributing to community-driven agricultural projects.
- **Perimeter Plantings:** Enclosed by a perimeter of fruit trees and ornamental plants that attract pollinators and enhance the local biodiversity, adding layers of beauty and functionality.
- **Educational Opportunities:** Workshops and activities in the gardens educate participants on sustainable practices and encourage a deeper environmental connection.

Urban Farms

The urban farms are designed to optimize food production on a larger scale than community gardens. Targeting at least one long-term lot of a minimum of one acre, these farms focus on maximizing the utility of the land through structured agricultural efforts. Additionally, land-use leases of 5+ years (or even shorter) can be economically viable and established for more minimal investments that focus strictly on the growing essentials. These spaces won't include some of the additional long-term features and incentivized social aspects of the more long-term lots, but with at least one designated and dedicated individual almost any space can be coaxed to grow an abundance of food.

Benefits and Features

- **Enhanced Production:** Focused on high-yield, sustainable farming practices to produce significant amounts of food.
- **Educational and Employment Opportunities:** Serve as training grounds for farm interns and interested locals, offering pathways to employment in local agricultural settings.
- **Community Integration:** Though primarily operated by dedicated staff and volunteers, the farms welcome community involvement and provide educational tours and programs.

Food Forests

Food forests are long-term installations focusing on the cultivation of fruit trees and perennial vegetables, designed to maximize both food production and shade. Purchased lots, school yards, church land, and parks can be ideal long-term locations. These setups provide all of the benefits associated with mature tree canopies, combined with the added utility of seasonal food production. There are a wide range of extremely nutritious and tasty fruit trees that can be grown in our tropical climate, many of which can produce hundreds of pounds of fruit all on their own. Some are more suited to large seasonal harvests, while others produce an abundance of smaller fruits to be snacked on while purposefully visiting the area or simply walking by.

Benefits and Features

- **Sustainable Food Sources:** Emphasize the growth of fruit trees that will yield produce for decades, contributing to long-term food security.
- **Ecological and Aesthetic Value:** Enhance local biodiversity and provide beautiful, tranquil spaces for community enjoyment.
- **Community Well-being:** Offer peaceful, shaded areas for relaxation and meditation, promoting mental and physical health.

Beautification of Empty Lots

This aspect seeks to enhance the visual appeal and ecological health of Opa-locka through the strategic beautification of empty lots with wildflower meadows and perennial plants that support pollinators.

- **Property Owner Collaboration**: Engage lot owners in the program by offering a beautification service that improves their property's appeal without infringing on their rights to the land. This collaborative approach encourages participation by demonstrating mutual benefits.

- **Public-Facing Green Buffers**: Focus on planting native wildflowers and pollinator plants along the public-facing edges of these lots. This approach creates vibrant, natural borders that beautify the area and support biodiversity.
- **Maintenance and Stewardship**: Establish a network of community volunteers and Green Stewards responsible for the ongoing care of these planted areas, ensuring their longevity and impact.

Combined Community Impact

All of these initiatives contribute collectively to food security, community well-being, and environmental sustainability while also beautifying the region and boosting resident health outcomes. Depending on community needs and CRA objectives, these spaces will support various distribution methods for the produce that is produced.

A system can be designed and setup for free produce distribution to those in need (or that meet the CRA/community-determined qualifications TBD), or offered for a reduced rate on a weekly/bi-weekly “farm box” that can either be delivered individually, picked up from a central location, or any other desired method (qualifications to be determined by the CRA & community in collaboration), or establish a set-rate pricing system for those that can afford it and/or are outside of the CRA region.

The initial focus should be to get as much free fresh produce into as many local hands as possible, especially when able to reach out to those most in need. Once the growing systems are more established and the community has more experience in using the fresh food and learning what they would most like to receive while giving us that feedback, the CRA and the community can then work in collaboration to figure out different pricings/systems to setup until we find out what provides the most value to this unique region.

A major eventual goal is the establishment of an Opa-locka CRA Farmers Market as an outlet for the produce from the farms, the community gardens, any excess produce grown by local residents in their own yards, and eventually enticing in local farms that wish to sell at affordable rates (with an incentive to provide their excess and/or imperfect produce at reduced rates or potentially partially funded by the Farm Bill programs at the federal level when that vote is finalized).

Conclusion

By investing in community gardens, urban farms, food forests, and the strategic beautification of vacant lots, we’re laying the groundwork for a greener, more resilient, and food-secure Opa-locka. These initiatives are designed to not only improve the physical landscape but also to cultivate a stronger, more connected community around the shared values of sustainability and wellness.

Homeowner Front Yard Gardens: Food Production and Beautification Initiative

"As a natural area for neighbors to interact, functional front yards lend themselves as a more social space and makes neighborhoods more friendly and walkable."

The Homeowner Front Yard Garden Initiative seeks to reimagine these underutilized spaces as thriving ecosystems that not only enhance curb appeal but also foster biodiversity, food production, and neighborly connections. By integrating beauty, butterflies, and foodscaping into front yard designs, we create a living tapestry that enriches both our lives and the environment. In a typical city environment the majority of the available and underutilized land currently exists within the residential landscape. The front yard in particular is one of the most underutilized and underrated spaces available, and has the ability to provide the homeowner and community with an abundance of benefits.

There is a growing trend with much momentum geared towards bringing back the "social front yard" - in addition to the interest in capitalizing on some of the additional utility that this mostly-blank canvas can provide. When designed with the proper intent and a basic education, food and vegetables integrated into the landscape can be just as beautiful (if not moreso) than the more traditional options. Beyond the food, beauty, and increased neighborhood interactions, these spaces offer up opportunities for physical activity, connection to nature, greenspace immersion, mindfulness opportunities, and a source of pride that is based on an actual useful function vs a grass lawn.

Key Components

- **Beauty and Biodiversity**: Encourage the planting of native flowers and plants that attract pollinators, transforming front yards into havens for butterflies and beneficial insects.

- **Food Production**: Integrate edible plants and herbs into landscaping, making foodscaping an integral part of front yard design. This approach not only provides fresh produce but also contributes to the overall aesthetic of the garden.
- **Community Interaction**: Foster enhanced community through the creation of spaces that invite neighborly interactions. Front yard gardens become points of connection, sparking conversations and sharing of resources among neighbors.

Support and Resources

- **Free Seed Libraries**: Establish community-based free seed libraries, ensuring easy access to a variety of seeds for vegetables, herbs, and butterfly-attracting plants.
- **Starter Garden Packages**: Offer residents starter garden packages that includes all of the essential tools and infrastructure: efficient drip watering systems, automatic watering timers that connect to a standard house spigot, starter vegetable and flowering seedlings, seeds, seed starting materials, compost/mulch, and an educational initiative focused on how to create the healthiest, easiest, and most sustainable yard ecosystem through organic and regenerative practices.
- **Education and Demonstration**: Develop a comprehensive educational program that includes workshops on sustainable gardening practices, foodscaping, and front/backyard gardening. Select a series of volunteer yards to be transformed into demonstration gardens with community involvement, serving as practical examples of what can be achieved.

Implementation Focus

- **Front Yard Focus for Maximum Impact**: Prioritize the transformation of front yards for their visibility and impact on community aesthetics. Provide guidance and resources for residents interested in extending these practices to their backyards, ensuring a holistic approach to home gardening.
- **Volunteer Demonstration Gardens**: Engage community members who volunteer their yards for transformation into demonstration gardens. These spaces will receive additional support and serve as educational sites for workshops and community events, showcasing the potential of integrated foodscaping and pollinator-friendly planting.

Conclusion

The Homeowner Front Yard Garden Food Production and Beautification Initiative offers a multifaceted approach to beautifying our community, enhancing biodiversity, and promoting food security. Through education, resources, and community engagement, we aim to inspire a shift towards more sustainable and productive front yard landscapes, fostering a sense of pride and connection among Opa-locka residents. While we emphasize the front yard for the additional utility and benefits that it provides to the community as a whole, the backyard will not be neglected for those who only have that option or who would prefer that for personal reasons. We will stress the front yard as the default package option, but we will also listen to the community with their desires and feedback.

Robert Ingram Elementary School Gardens: Immersive Food Forest, Classroom Vegetable Beds, and Butterfly Beautification

Objective

Create a multifunctional green space at Robert Ingram Elementary that provides shade, educational opportunities, food production, and aesthetic improvements through a food forest, vegetable gardens, and a butterfly hedgerow.

Key Components

1. **Food Forest for Shade and Food Production**
   - **Scope:** Plant a diverse range of fruit trees and perennial vegetables to create a lush, edible landscape that doubles as a living classroom and provides necessary shade for playground areas. Additionally, "The Education Fund" and "Food Forests for Schools" are actively looking to pursue school food forest garden installations in the greater Miami area and have funding opportunities available.
   - **Species Selection:** Include a variety of fruit trees and shade-providing species that are suitable for the local climate and soil conditions. Large trees like mango and jackfruit can provide plenty of shade and large fruit harvests all at once, while trees such as mulberry, barbados cherry, and jaboticaba offer a more extended harvest of smaller bite-sized fruits to snack on. A wide variety and balance between types can provide maximum daily/seasonal utility to the areas.
   - **Layout:** Design the food forest to maximize space while ensuring accessibility for educational purposes and ease of maintenance. There are plenty of examples and philosophies, but there are two good food forest

school gardens just to the south of the CRA boarder at a k-12 college prep school and to the north just past the park that can serve as examples.

2. **Vegetable Garden Beds**
    - **Purpose:** Establish traditional raised garden beds for annual vegetable planting, providing hands-on learning opportunities for students in planting, maintaining, and harvesting crops.
    - **Design:** Set up multiple beds to allow classes to each maintain a plot, incorporating easy-to-grow vegetables such as tomatoes, peppers, lettuce, and herbs based on our unique South Florida growing seasons. The hardest season to grow annual vegetables is the summer, and a series of regenerative cover crops can be grown to boost the soil health and require minimal maintenance.
3. **Butterfly Hedgerow Along Ali Baba Street**
    - **Function:** Enhance the school's street front with a visually appealing butterfly hedgerow that attracts various pollinators and serves educational and ecological roles. The highly visible nature of this site will also allow it to serve as the ideal way to naturally and effortlessly bring attention to the CRA's activities. A large "sponsored by the Opa-locka CRA" banner, ribbon cutting events, press releases, and updates can bring additional utility and value to this endeavor. Even though it will be on the school grounds and for the children, the entire community will benefit from the shade, ecosystem, beauty, and greenspace created.0
    - **Plant Selection:** Use beautiful mostly-native and naturalized flowering plants and shrubs known to attract butterflies, as well as a variety of caterpillar host plants for all of the native South Florida butterflies. Even though butterflies are the main attraction, a wide variety of pollinators and birds will benefit from these plantings. Scent, texture, and the engagements of all of the senses will a focus of this beautiful bird/butterfly/privacy hedgerow.
4. **Educational and Community Engagement**
    - **Cross-School Collaboration:** Initiate programs with nearby schools that have established food forests, facilitating student-led teaching and learning experiences.
    - **Community Involvement:** Engage local residents and parents in the garden's development and maintenance, fostering community ties and ownership of the project.
5. **Marketing and Promotion**
    - **Visibility:** Utilize the garden's location along a major street to promote CRA activities through signage and public visibility of the garden's development.

- **Events:** Plan a ribbon-cutting ceremony to celebrate the garden's opening, inviting local media, community leaders, and residents to raise awareness and support for the program.

6. **Sustainability and Maintenance**
   - **Long-Term Care:** Develop a maintenance plan that involves school staff, students, and community volunteers to ensure the garden's longevity.
   - **Funding:** Seek additional grants and local sponsorships to support ongoing costs associated with garden maintenance and educational programs. "The Education Fund" currently manages food forests at 30 different elementary school in Miami-Dade, as well as an additional 21 edible school gardens. Most recently, The Education Fund obtained a $1 million dollar grant from TD Bank to incorporate math studies into the garden classroom. Whether or not the organization is involved, funding opportunities exists and they serve as an example of a successful model and beneficial local resource.

Urban Tree Canopy Expansion Initiative

"A society grows great when old men and women plant trees whose shade they know they shall never sit in."

Introduction

Expanding the urban tree canopy across Opa-locka addresses multiple goals: combating heat island effects, improving air quality, enhancing walkability, and contributing to residents' mental and emotional well-being. This initiative prioritizes the planting of canopy/shade trees along streets and in public parks, mid-level trees where space dictates, clean fruit trees such as figs wherever possible, and the strategic placement of messier fruit trees like mangos in areas where community harvest and maintenance can be easily managed.

"Urban Tree Canopy Assessment" by Miami-Dade County

Conducted by the University of Florida and Florida International University, the assessment focused on the environmental and socioeconomic impacts from the urban tree canopy (UTC) within the Urban Development Boundary of Miami-Dade County. Completed in the Summer of 2021 Opa-locka was identified as the municipality with the third lowest Existing Urban Tree Canopy at 8%. Between 2016 and 202 Opa-locka lost approximately 2% of its UTC. Miami-Dade initiatives aim for a goal of 30% UTC across the entire county by 2030 and have established programs, groups, and initiatives to help with this.

Strategies for Tree Integration

- **Street Trees and Canopy Streets**:
  - Implement a program to plant shade trees along residential streets, prioritizing species that provide substantial canopy coverage for heat reduction and aesthetic beauty.
  - Designate canopy streets in areas conducive to walking, enhancing the pedestrian experience and encouraging outdoor activities.
- **Residential Tree Planting**:
  - Encourage homeowners to participate in tree planting through subsidies or free tree distribution events, focusing on species that contribute to clean air and offer shade.
  - Offer workshops on tree care and benefits, fostering a connection between residents and their local environment.
- **Clean Fruit Trees in Public Spaces**:
  - Plant clean fruit trees, such as citrus or figs, in public parks, community gardens, and along walking paths, providing accessible healthy food options for residents.
  - Coordinate with local food banks and community groups for the harvest and distribution of fruit, ensuring no waste.
- **Designated Areas for Messier Fruit Trees**:
  - Identify specific community spots, such as certain public parks or community gardens, for planting fruit trees that tend to be messier, like mangoes.
  - Organize community harvest days and fallen fruit pickup initiatives during the fruiting season to manage waste and distribute the harvest among residents.
- **Integration into Educational and Community Spaces**:
  - Collaborate with schools to develop educational programs around tree planting and maintenance, incorporating tree-related activities into the curriculum.
  - Use trees to enhance community spots, creating shaded gathering areas that foster social interaction and community events.

Benefits of an Expanded Urban Tree Canopy

- **Environmental**: Trees play a crucial role in filtering air pollutants, providing oxygen, and supporting urban wildlife. By increasing biodiversity, the community can enjoy a healthier ecosystem.
- **Social and Psychological**: The presence of trees and green spaces has been linked to reduced stress levels, improved mood, and overall better mental health. They create more inviting and walkable communities, fostering a sense of belonging.
- **Economic**: Mature trees can increase property values and reduce cooling costs by shading buildings. The fruit harvest can also contribute to local food security and community resilience.
- **Health**: Trees contribute to cleaner air, reducing the prevalence of respiratory issues. Access to fresh fruit from community-planted trees supports a healthy diet.

Implementation and Sustainability

- **Community Engagement and Ownership**: Involve community members in the planning and planting processes, ensuring a sense of ownership and responsibility for the care of the trees.
- **Partnerships for Success**: Collaborate with local environmental organizations, horticultural societies, and educational institutions to access expertise and resources.
- **Maintenance and Stewardship Programs**: Establish a tree stewardship program that trains volunteers in proper tree care, ensuring the long-term health and success of the urban canopy.

Conclusion

By thoughtfully integrating a variety of trees throughout Opa-locka, focusing on both functionality and aesthetics, the Urban Tree Canopy Expansion Initiative aims to create a greener, healthier, and more vibrant community. This comprehensive approach to urban forestry will yield benefits for the environment, wildlife, and human residents alike, contributing to a sustainable and flourishing urban ecosystem.

Foundational Program Implementation Stages

Incorporating an iterative design philosophy into the development of community greenspaces, food/flower gardens, and the broader beautification efforts is crucial for fostering long-term sustainability, community empowerment, and resilience. There will be an initial reliance on professional contractors and expertise in order to establish, iterate, and streamline the processes and projects that we will be focusing on. During the time the community and local residents will be gaining ever more experience and exposure to these elements, as well providing continually more targeted and educated feedback.

As a result of this gradual design implementation process, the community will be able to provide multiple rounds of real-time feedback that will easily be able to be incorporated into the program's implementation and allow for a pivoting towards the local residents' preferences as we discover them collaboratively together. There will be a continual shift towards more and more local involvement as we reach more interested individuals, while providing education and experience that will lead to an eventual full ownership from the community itself.

Phase 1: Professional Foundation and Initial Implementation

Objective: Leverage the expertise of landscape contractors and environmental designers to establish a strong, professionally guided foundation for the program.

- **Action Steps**:
    - Partner with local landscape professionals to design and implement the first set of butterfly gardens and community greenspaces, ensuring ecological and aesthetic standards are met.
    - Conduct professional workshops for community members led by experts, focusing on sustainable gardening practices, native plant species, and ecosystem benefits.

Outcome: Creation of model greenspaces that serve as benchmarks for quality and sustainability, while initiating community education on best practices in environmental stewardship.

Phase 2: Increasing Community Involvement and Capacity Building

Objective: Gradually increase community participation in planning, planting, and maintenance, enhancing local skill sets and knowledge.

- **Action Steps**:
    - Develop a volunteer program that pairs community members with professional mentors for hands-on learning and skill development.
    - Offer certification or recognition programs for residents who complete training modules, acknowledging their contributions and expertise.

    - Begin small-scale community-led projects, such as individual or block-level butterfly gardens, with support and oversight from professionals.

Outcome: Strengthened community capacity for sustainable greenspace development, with an increasing number of projects led or co-led by trained residents.

Phase 3: Community Empowerment and Economic Opportunities

Objective: Transition to a community-driven model where residents and local groups lead the planning, implementation, and maintenance of greenspaces, with opportunities for economic benefits.

- **Action Steps**:
    - Establish a community cooperative or social enterprise that offers landscaping services, including the design and maintenance of butterfly gardens and greenspaces, led by trained community members.
    - Secure funding or develop business models that allow for the payment of community members for their work in local greenspace projects, enhancing economic resilience.
    - Scale up educational initiatives to include more advanced topics, creating a pipeline of knowledgeable residents who can lead workshops and train others.

Outcome: A self-sustaining, community-owned program that not only beautifies the area and enhances environmental health but also contributes to local economic resilience and the well-being of residents.

Phase 4: Iteration, Expansion, and Resilience Building

Objective: Ensure the program's adaptability and growth, responding to changing community needs and environmental challenges.

- **Action Steps**:
    - Implement feedback loops where community members can regularly assess the impact of greenspaces and suggest improvements or new projects.
    - Explore innovative greening projects that address urban challenges, such as food insecurity or climate resilience, leveraging the community's growing expertise.
    - Foster partnerships with educational institutions, nonprofits, and government agencies to expand the program's reach and impact.

Outcome: A dynamic, community-led greenspace program that continuously evolves, contributing to the overall resilience, health, and well-being of the Opa-locka community.

Appendix

Budget and Fund Purposes

Revenue	
CRA Funds	$341,000
FDACS Tree Grant (applied for and anticipated)	$40,101
Miami-Dade GREEN Grant (To Be Applied for/Anticipated/Matching Funds Required)	$75,000
Additional Grants/Funding Opportunities to be Actively Pursued	TBD
Total Revenue	**$456,101**
Expenses	
Program Components	
Beautification Initiative (Mid-level Plantings 3'-12'/Flowering shrubs/Perennial Flowers/Butterfly Gardens)	$75,000
Community Gardens, Urban Farms, and Food Forests (Food Production and Immersive Social Green Spaces)	$70,000
Homeowner Front Yard Beautification and Food Production	$35,000
Miami-Dade GREEN Grant Matching Funds (Project Total of $100,000 with $75,000 Grant Funds)	$25,000
Tree Plantings (Beneficial and Community Desired Trees/Plantings not covered by Grant Requirements: Fruit Trees, Residential Trees, Fast Growing Trees Purchased Smaller Than Grant Requirements)	$25,000
School Garden (Full Food Forest, Vegetable Gardens, Butterfly Garden Beautification/Privacy along street fence.	$20,000
Educational Material, Speaking Fees, Events, and Knowledgeable Volunteer Payments	$15,000
Total Program Expenses	**$265,000**
Administration	

Program Manager (20% gross revenue)	$76,000
Total Expenses	**$341,000**

1. **Butterfly Beautification**
    - **Budget:** $75,000
    - **Purpose:** Supports the planting of 3'-12' flowering shrubs, perennial flowering plants, annual flowers, and butterfly/caterpillar host plants around the entire CRA region. These mini flowering butterfly gardens will quickly beautify areas, constantly attract & grow butterflies everywhere, boost songbirds/pollinators/wildlife, provide daily beneficial interaction with greenspaces to residents (providing mental, emotional, and psychological benefits), and provide almost as much heat mitigation effects as trees in a fraction of the time required to mature.

2. **Community Gardens, Farms, and Food Forests**
    - **Budget:** $70,000
    - **Purpose:** Community Gardens (2 residential sized lots): Establishes local community spaces for food growing, immersive green space experiences, and "third place" social gathering spots (tents for shade, fans/misting for coolness, seating, tables; grandparents and grandkids, parents working out while kids play, teenagers playing cards) that are based around a beautiful and immersive greenspace garden, with food growing sections for individuals and/or groups. Community Farm (equivalent of at least 1 one acre lot): maximizing the vegetables/food grown in an area. Food to be distributed to community members for free who qualify, as weekly/bi-weekly farm boxes for a fee to those who qualify, and/or as an Opa-locka CRA Farmers Market (eventually attracting in home growers with excess produce, and local farmers with excess and/or "imperfect" quality produce). Food Forests: maximizing the food/shade in an area through mature fruit trees that will produce for decades to come, as well as perennial vegetables.

3. **Homeowner and Food Production Beautification**
    - **Budget:** $35,000
    - **Purpose:** Enhances residential areas with yard makeovers that include a focus on both beautification and food production. High impact and high

visibility front yards to get a larger planting to quickly beautify the area and act as a demonstration garden for the local area (mulching, flowering shrubs, butterfly/caterpillar plants, fruit trees, vegetable plots for growing food). Homeowner DIY packages to be applied for/canvassed with everything needed to get started (beautifying flowering shrubs, perennial flowers, butterfly/caterpillar plants; automatic water timers, efficient drip line watering systems, starter vegetable seedlings, seeds and seed starting materials, delivery of mulch/compost/amendments).

4. **School Food Forest, Vegetable Garden, and Flowering Butterfly Beautification/Privacy Screen Along Street Fence - Robert Ingram Elementary**
    - **Budget:** $20,000
    - **Purpose:** Creation of a full Food Forest (Planned out to utilize the “Food Forests for Schools” program by “The Education Fund”), vegetable food plots for classrooms, and a beautification/privacy screening of flowering butterfly plants along the street-facing fence. This will also serve as a promotional and informative initiative for the beneficial CRA activities to the general public driving/walking along the main Ali Baba Avenue. Excess funds to be applied for and sought out; opportunities available.

5. **Trees and Grant-Matching Funds**
    - **Total Budget for Trees:** $50,000
        - **Miami GREEN Matching Funds:** $25,000 (For the full $100,000 program with $75,000 in grant funds)
        - **Tree Planting:** $25,000
    - **Purpose:** Uses strategic tree planting to improve urban canopy and air quality, with matching funds to support grant applications. CRA tree plantings for trees that don’t qualify for grant fund requirements (community sidewalk/public fruit trees, smaller fast growing trees that don’t yet measure up to grant requirements, and other beneficial trees that are desireable and requested by the community.)

6. **Educational Material & Speaking Fees**
    - **Budget:** $15,000

- **Purpose:** Expands educational outreach with materials and events to engage the community in green practices, food growing methodology/practices, fruit trees for our unique tropical South Florida region, Food Forest and fruit tree planting locations throughout the CRA region and harvesting times, community farm and garden locations and uses, cooking and using harvests, and general nutritional impact of fresh fruits and vegetables.

7. **Administration Costs**
    - **Budget:** $76,000
    - **Purpose:** Covers administrative expenses related to managing and coordinating the various components of the program.

The Program Manager

"Nothing is just one thing. Everything is a system."

The individual at the helm of the "Thriving Together" initiative combines a diverse and rich background that spans ecosystem creation and regenerative agriculture with the structured pragmatism brought by an MBA education. This unique blend equips them with a rare perspective on both the ecological and operational facets necessary for the successful implementation of community-centric environmental programs.

Their journey is marked by a voracious appetite for learning, particularly in areas that intersect human behavior with societal structures. This has led to explorations beyond the green and sustainable, into the realms of behavioral economics, sociology, and the broader spectrum of human behavior. Such interdisciplinary insights have profoundly shaped their approach to program management, infusing traditional environmental projects with innovative strategies that consider not just the ecological impact but also the human element.

This program manager's approach is characterized by an understanding that true sustainability encompasses both the environment that we live in and the social fabric that binds communities together. They leverage their deep knowledge of regenerative practices to design projects that not only rejuvenate the land but also foster community resilience and well-being.

By marrying this extensive ecological knowledge with strategic business acumen and a deep understanding of human dynamics, they are adept at navigating the complexities inherent in transforming urban spaces. They prioritize projects that offer tangible benefits and possess the potential for significant societal impact, always with an eye towards scalability and sustainability.

Their leadership style reflects a commitment to inclusivity and the belief that every community member has a valuable role to play in shaping their environment. This inclusivity, paired with a strategic and thoughtful approach to project implementation, ensures that "Thriving Together" is more than just an initiative; it's a movement towards a more sustainable and interconnected community.

Leveraging Farm Bill and GusNIP for Nutrition Incentive Subprogram

"You're not just what you eat, you're also what your food ate.
In every bite, the health of the soil is mirrored in our own vitality."

Introduction to Nutrition Incentive Subprogram

As part of our comprehensive program, an idealized spinoff initiative aims to establish a nutrition incentive subprogram. This initiative will capitalize on Farm Bill programs and GusNIP funding to subsidize access to fresh, nutritious produce for low-income residents, particularly focusing on locally sourced "ugly" fruits and vegetables that might otherwise go to waste. The establishment of this subprogram will depend on the outcome of the Farm Bill that is currently being worked out at the federal level, and the actual mechanisms and funding sources will be explored as we integrate further into the community and form partnerships with local farms.

Objectives

- **Enhance Food Security**: Increase accessibility to fresh fruits and vegetables for underserved populations within the CRA area.
- **Reduce Food Waste**: Partner with local farms to redirect excess or cosmetically imperfect produce that is nutritious and edible but not market-standard.
- **Promote Healthy Eating**: Encourage consumption of fresh produce through incentives and educational programs, supporting broader community health and wellness goals.

Partnership and Collaboration

- **Local Farms Engagement**: Establish partnerships with Miami-area farms to identify opportunities for sourcing excess or "ugly" produce, ensuring a steady supply for the incentive program.
- **Community Organizations**: Collaborate with local food pantries, community centers, and schools to distribute the produce and host educational workshops on nutrition and healthy cooking.

Funding and Budgeting Initiatives

- **GusNIP and Farm Bill**: Explore grant opportunities under GusNIP and other relevant Farm Bill programs to fund the purchase of fresh produce and operational costs of the subprogram.
- **Matching Funds**: Implement a system where program funds can match or subsidize the cost of fresh produce for eligible families, effectively doubling their purchasing power for fruits and vegetables.
- **Sustainability Planning**: Develop a long-term financial strategy for the subprogram, considering ongoing federal funding, potential local sponsorship, and community fundraising efforts.

Distribution Mechanism

- **Local Collection Points**: Set up distribution points at community gardens, farmers' markets, and partner organizations to facilitate easy access to the subsidized produce.
- **Direct Delivery Options**: For residents with limited mobility or access issues, explore direct delivery services to ensure equitable distribution of fresh produce.

Program Rollout and Evaluation

- **Pilot Phase**: Start with a pilot phase to refine the distribution model, partnership arrangements, and funding mechanisms based on community feedback and logistical considerations.
- **Scalability**: Once a solid foundation is established, scale the program to reach more residents and involve additional farms, aiming to create a sustainable model of nutrition incentives within the community.
- **Impact Assessment**: Evaluate the program's effectiveness in improving food security, reducing food waste, and promoting healthy eating habits, adjusting strategies as needed for maximum impact.

Conclusion

The nutrition incentive subprogram represents a strategic expansion of our "Thriving Together" greenspace and community wellness efforts. By harnessing federal funding opportunities and fostering local collaborations, we aim to address critical needs around food security and nutrition education, ultimately contributing to a healthier, more resilient Opa-locka community.

5-Year Residential Tree Maintenance Plan

Objective

Ensure the successful establishment and optimal growth of trees planted on residential properties through consistent and scientifically based care practices. Encourage residential plantings by removing barriers of entry, easing worries, and providing homeowners with a basic education on the benefits that trees can provide and basic care instructions.

Overview

Tree giveaway events, educational/community events with trees available, and active canvassing of specific neighborhoods can all get time-batched plantings that will keep to the same schedule of maintenance. Creating a database of trees **as we go** will be essential to initial maintenance efforts, long-term care, and most especially on having a measurable map of progress as well as our own tree/canopy survey.

Doing this after trees have already been thrown around everywhere will make it exponentially harder and cost more in time/money. A more basic/universal type of database with just the essential information that can be plugged into larger initiatives later on. A satellite map of the locations and times on the street level will also be a key aspect to being able to get local tree arborists to mulch for us at minimal costs when they have some available time and a full load in the area.

An ongoing/continual application will be created and made available for homeowners to request specific trees as well - other cities have a supply of live oaks on hand for this purpose. We can decide whether to make them free or subsidize the cost, as well have a slightly more varied inventory of trees. These trees will likely require initial waterings from the homeowner if our truck isn't in the area. Mulch/compost can be obtained from a communal site.

Key Components of the Maintenance Plan

1. **Initial Grow-in Care (First 60 Days)**
    - **Watering:** Implement a structured watering schedule that aligns with the seasonal climate variations in Miami. During the dry season, provide weekly watering to ensure young trees receive adequate moisture. Adjust watering frequency based on rainfall during the rainy season to prevent overwatering.
    - **Monitoring:** Regularly check soil moisture levels and the overall health of the trees during this critical establishment period.
2. **Mulching and Soil Management (Semi-annually)**
    - **Mulching:** Apply arborist wood chip mulch in the area around each tree 2-3 times a year. The typical focus of mulch is for its ability to help retain soil moisture and suppress weeds, but with our sandy soils a crucial aspect of the mulch is that it serves to bulk up the soil as it decomposes. Arborist woodchips are mixed with leaves and fresh wood, and this combination breaks down and feeds the soil better than just about any other amendment out there. It feeds the soil life, creates the ecosystem around the tree, and forms the very foundation and basis of the food chain. In everything that we do, mulch will be involved. Arborist woodchips are essentially a free waste material, while also being the top-notch ideal material to use. Local tree companies will provide the fresh mulch and potentially the distribution and installation services - payment TDB based on scope of services and establishing relationships with local tree cutters vs when we need some to go further out of their way for us.
    - **Compost Addition:** Offer compost along with mulch to enrich the soil with nutrients, improving the soil structure and supporting tree health.
    - **Self-Service Option:** Set up a central location where residents can collect mulch and compost for their trees, promoting community involvement and self-sufficiency.
3. **Pruning and Shaping**
    - **Year 1 Checkup:** Conduct a visual inspection to assess tree health and growth patterns. This early check helps identify any potential issues before they become significant problems.
    - **Year 2 Pruning:** Start structural pruning to shape the tree and direct its growth away from potential hazards like power lines or buildings. Focus on removing any competing leaders or branches that may compromise the tree's structure.
    - **Year 5 Major Pruning:** Perform more extensive pruning to establish the tree's final form, ensuring it is safe, aesthetically pleasing, and well-integrated into the landscape.
4. **Ongoing Care and Monitoring**

- **Annual Inspections:** After the initial intensive care period, continue with annual inspections to monitor tree health, growth, and any signs of disease or pest infestations.
- **Resident Education:** Provide homeowners with educational materials on basic tree care and the importance of monitoring their trees. Encourage them to report any issues promptly.

5. **Documentation and Feedback**
   - **Maintenance Records:** Keep detailed records of all maintenance activities for each tree, including watering, mulching, pruning, and any treatments applied. Create a database map of new trees as we go that can get integrated into any larger schemes later on.
   - **Feedback Mechanism:** Establish a feedback system where residents can share observations or concerns about the trees, facilitating timely interventions when necessary.

Implementation Strategy

- **Community Engagement:** Involve local residents in the maintenance process through educational workshops and "tree care days," fostering a sense of ownership and responsibility. Tree giveaway events from the CRA and partnering with organizations such as Million Trees Miami. Canvass door-to-door a street at a time offering up tree for immediate installation and to keep maintenance schedules mostly in groupings.
- **Partnerships:** Collaborate with local arborists and tree care professionals for expert advice and services, especially for pruning and disease management. Organizations like Million Trees Miami and other county resources and groups targeting tree plantings and residential involvement.
- **Funding and Resources:** Keep abreast of county and federal level offerings for funding opportunities. WIthin the past week of this documents creation there have been 3 feature Miami Herald articles on Dade-County and the mayor having and increased focus, awareness, and funding pushes for tree installation and maintenance. Allocate smaller funds from the CRA budget for the necessary tools, materials, and professional services to support the maintenance plan so as to not miss out on opportunities or to fall behind. When trees are properly kept up with, they require minimal care and intervention.

Conclusion

This 5-year maintenance plan is designed to maximize the success of the tree planting initiative by ensuring that trees are not only planted but also thrive, contributing to the community's green infrastructure and overall environmental quality. By investing in these care practices, the CRA demonstrates its commitment to sustainable urban development and community well-being.

Resources

The health benefits of the great outdoors: A systematic review and meta-analysis of greenspace exposure and health outcomes
https://www.sciencedirect.com/science/article/pii/S0013935118303323

Two hours a week is key dose of nature for health and wellbeing
https://www.sciencedaily.com/releases/2019/06/190613095227.htm

Seeing greenery linked to less intense and frequent cravings
https://www.eurekalert.org/news-releases/653538

Botanical gardens 'most effective' green space at cooling streets in heatwaves
https://amp.theguardian.com/environment/2024/feb/23/botanical-gardens-most-effective-green-space-at-cooling-streets-in-heatwaves

Record-breaking heat and humidity predicted for tropics this summer
https://phys.org/news/2024-04-humidity-tropics-summer.amp

'Everyone sits out': Yangon parks offer heat wave relief
https://phys.org/news/2024-04-yangon-relief.amp

Miami-Dade promised to plant more trees but didn't. Religious leaders push for new vows
https://www.wlrn.org/environment/2023-03-16/miami-dade-promised-to-plant-more-trees-but-didnt-religious-leaders-push-for-new-vows

Investments in Miami-Dade's Tree Canopy Are taking root
https://www.miamiherald.com/opinion/op-ed/article288310200.html

Food forests' offer living lessons, cool shade at Miami-Dade schools. Program is growing

https://amp.miamiherald.com/news/local/environment/climate-change/article287945390.html

Food forests teach and feed in schools
https://www.miamitimesonline.com/education/food-forests-teach-and-feed-in-schools/article_7341389c-00ad-11ef-ac4d-7b60eee01c83.amp.html

Three-quarters of children want more time in nature
https://www.theguardian.com/environment/2024/apr/01/over-three-quarters-children-want-more-time-nature-national-trust

What Forest Floor Playgrounds Teach Us About Kids and Germs
https://www.wired.com/story/what-forest-floor-playgrounds-teach-us-about-kids-and-germs/

Dirt has a microbiome, and it may double as an antidepressant
https://qz.com/993258/dirt-has-a-microbiome-and-it-may-double-as-an-antidepressant

Microbiome rewilding: Biodiverse urban green spaces strengthen human immune systems
https://medicalxpress.com/news/2020-05-microbiome-rewilding-biodiverse-urban-green.amp

Soil health means better human health
https://www.agriculture.com/crops/soil-health/soil-health-means-better-human-health

Healthy, stress-busting fat found hidden in dirt
https://www.sciencedaily.com/releases/2019/05/190529094003.htm

Long Live Microbiomes!
https://www.scientificamerican.com/blog/observations/long-live-microbiomes/

Take a Forest Bath in Your Own Backyard
https://mulhalls.com/garden-home/blog/take-a-forest-bath-in-your-own-backyard/

Meeting The Urban Garden Demand
https://www.outdoordesign.com.au/news-info/meeting-the-urban-garden-demand/5828.htm

Help Build a Homegrown National Park
https://www.newhopeaudubon.org/blog/help-build-a-homegrown-national-park/

Pingree's Potato Patches: The Historical Detroit Model That Led to a Lasting Garden City Legacy Over 100 Years Later
https://communityofgardens.si.edu/items/show/29

RESOLUTION NO. 24-__________

A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY (CRA), FURTHER AUTHORIZING THE IMPLEMENTATION OF THE DEVELOPMENT ASSISTANCE PROGRAM AND ENGAGEMENT OF WALTHOUR ENTERPRISES ; PROVIDING FOR THE ALLOCATION OF FUNDS; AND 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 ("OCRA"); and

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

WHEREAS, at a previous meeting of the OCRA 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 Community Redevelopment Area, the Agency will contribute funds in the amount not to exceed Sixty Thousand and 00/100 Dollars ($60,000.00) to be applied for by Developer, and such funds shall be utilized for the completion of the Project; and

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

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

Section 2. Authorization of the Program: The Board hereby authorizes the implementation of the Development Assistance Program for the Project as outlined in the supporting documentation.

Section 3. Allocation of Funds: The Board approves the allocation of funds not to exceed $60,000, to be disbursed for the implementation of the Project under the Program.

Section 4. Implementation Oversight: The Opa-locka CRA is tasked with the Program's implementation, including the coordination of activities, oversight of budget expenditures, and regular reporting on Program progress to the Board.

Section 6. **<u>EFFECTIVE DATE</u>**

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

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)	__________________

**OPA-LOCKA COMMUNITY
REDEVELOPMENT AGENCY**

**DEVELOPMENT INCENTIVE
ASSISTANCE AGREEMENT**

THIS **DEVELOPMENT INCENTIVE ASSISTANCE AGREEMENT** (the "Agreement") is made and entered into this ______ day of ______________, 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

WALTHOUR ENTERPRISES, LLC, a Florida Limited liability company, 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 ("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 Community Redevelopment Area, the Agency will contribute funds in the amount not to exceed Sixty Thousand and 00/100 Dollars ($60,000.00) to be applied for by Developer, and such funds shall be utilized for the completion of the Project; and

WHEREAS, on ____________, 2023, 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 Sixty Thousand and 00/100 Dollars ($60,000.00) of the Project Improvement Cost.

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

2.6 Area. The community redevelopment area, 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. Walthous Enterprise, LLC, a Florida limited liability company.

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:

15075-85 JAMES STREET, OPA-LOCKA, FLORIDA
CONSTRUCTION OF A DUPLEX CONSISTING OF TWO UNITS EACH WITH THREE BEDROOMS AND TWO BATHROOMS.
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 2.32 herein.

2.34 Property Owner: Walthour Enterprises, LLC, a Florida limited liability company.

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 Sixty Thousand and 00/100 Dollars ($60,000.00) 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 COVENANTSOF 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: Walthour Enterprises, LLC
____
____
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 <u>Severability</u>. 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 <u>Applicable Law</u>. The laws of the State of Florida shall govern the validity, performance and enforcement of this Agreement.

17.4 <u>Not An Offer</u>. 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 <u>Agreement Negotiated by All Parties</u>. 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 of the Developer, but by all equally.

17.6 <u>Complete Agreement</u>. 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:

Walthous Enterprises, LLC, a
Florida limited liability company

_____________________________ By:________________________

_____________________________ Print Name: _________________________

[Witness print or type 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 Walthour Enterprises, LLC, a Florida limited liability company. 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 WALTHOUS ENTERPRISES, LLC ("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

_____________________,
Walthour Enterprises, LLC, a Florida limited liability company

____

____
[Witness print or type name]

By:________________________

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 Walthour Enterprises, LLC, a Florida limited liability company. 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: **PROPERTY OWNER**:

______________________________ _____________________

______________________________ __________________________________

[Witness-print or type name]

Title:

Print Name: ______________________

____

____

[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 ______ 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**

RESOLUTION NO. 24 -_________

A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR AND CRA ATTORNEY TO CONDUCT THE PURCHASE OF PROPERTIES LOCATED AT 2145 ALI BABA AVENUE, TO INCLUDE PREPARING TITLE WORK TO COMPLETE THE TRANSACTION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Opa-Locka Community Redevelopment Agency (OCRA) is responsible for carrying out community redevelopment activities and projects within the OCRA; and

WHEREAS, the OCRA Board desires to exercise its powers per Florida Statute Chapter 163 Part III and as designated by the CRA Plan section 3.5.5 described as support land assembly, code enforcement, and demolition, for redevelopment opportunities; and

WHEREAS, the OCRA Board authorizes the Executive Director and CRA Attorney to carry-out all necessary steps to acquire the properties located at 2145 Ali Baba Avenue within 90 days of approval of this Resolution.

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

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

Section 2. AUTHORIZATION
The OCRA Board hereby authorizes the Executive Director and CRA Attorney to execute all documents for the purpose of completing the acquisition of properties located at 2145 Ali Baba Avenue to include providing an owner title policy. The Opa-locka Community Redevelopment Agency and the Board of Directors do hereby authorize the purchase price not to exceed $350,000.00, including, any related recording fees, attorney's fees, inspection fees, and other closing related expen.

Section 3. EFFECTIVE DATE
This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this______day of________________, 2024.

____
Jannie Russell, OCRA Chair

Attest to:

____
Jason Walker
Interim
Executive
Director

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) ____________

Vacant Land Contract

1. Sale and Purchase ("Contract"): **Jacob J. Falcon** (**"Seller"**) and **Opa-Locka Community Redevelopment Agency** (**"Buyer"**) (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:

Address: **2145 Ali Baba Avenue, Opa-Locka , FL 33054**

Legal Description: **Lots 26 and 27, Block 8, of Magnolia Subdivision, according to the Plat thereof, recorded in Plat Book 40, Page 80, of the Public Records of Miami-Dade County, Florida**

SEC ___ /TWP ___ /RNG ___ of **Miami-Dade** County, Florida. Real Property ID No.: **08-2122-003-1190** including all improvements existing on the Property and the following additional property: ______

2. Purchase Price: (U.S. currency) .... $ **350,000.00**

All deposits will be made payable to "Escrow Agent" named below and held in escrow by:

Escrow Agent's Name: **Weiss, Serota,**

Escrow Agent's Contact Person: **David N. Tolces, Esquire**

Escrow Agent's Address: **2255 Glades Road, Suite 200E, Boca Raton, Florida 33431**

Escrow Agent's Phone: **(561)835-2111**

Escrow Agent's Email: **dtolces@wsh-law.com**

(a) Initial deposit ($0 if left blank) (**Check if applicable**) **For information regarding Esrow Deposits, please see Addendum 1**

☐ accompanies offer

☒ will be delivered to Escrow Agent ~~within _____ days (3 days if left blank) after Effective Date~~ .... $ **15,000.00**

(b) Additional deposit will be delivered to Escrow Agent **(Check if applicable)**

☐ within _____ days (10 days if left blank) after Effective Date

☒ ~~within _____ days (3 days if left blank) after expiration of Due Di~~ See Addendum 1.. $ **20,000.00**

(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage)............... $ ______

(d) Other: ______ $ ______

(e) Balance to close (not including **Buyer's** closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds .... $ ______

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): ______ prorating areas of less than a full unit. The purchase price will be $ ______ per unit based on a calculation of total area of the Property as certified to **Seller** and **Buyer** by a Florida licensed surveyor in accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the calculation: ______

3. Time for Acceptance; Effective Date: Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before **May 7, 2024** , this offer will be withdrawn and **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter-offer.**

4. Closing Date: This transaction will close on **30 days after the Due Diligence period** ("Closing Date"), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller** provided documents and other items.

5. Extension of Closing Date: If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (Check as applicable)

(a) [X] **Buyer** will pay cash for the Property with no financing contingency.

(b) [ ] This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within ______ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within ________ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.

(1) [ ] **New Financing: Buyer** will secure a commitment for new third party financing for $ ____________ or _________ % of the purchase price at (**Check one**) [ ] a fixed rate not exceeding __________ % [ ] an adjustable interest rate not exceeding _______ % at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.

(2) [ ] **Seller Financing: Buyer** will execute a [ ] first [ ] second purchase money note and mortgage to **Seller** in the amount of $ _____________ , bearing annual interest at _______ % and payable as follows: ______________________________

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

(3) [ ] **Mortgage Assumption: Buyer** will take title subject to and assume and pay existing first mortgage to ______________________________ LN# _________________ in the approximate amount of $ _________________ currently payable at $ ___________________ per month, including principal, interest, [ ] taxes and insurance, and having a [ ] fixed [ ] other (describe) ______________________________ interest rate of _______ % which [ ] will [ ] will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds __________ % or the assumption/transfer fee exceeds $ ______________ , either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

7. Assignability: (Check one) Buyer [ ] may assign and thereby be released from any further liability under this Contract, [ ] may assign but not be released from liability under this Contract, or [X] may not assign this Contract.

8. Title: Seller has the legal capacity to and will convey marketable title to the Property by [X] statutory warranty deed [ ] special warranty deed [ ] other (specify) ______________________________ , free of liens, easements, and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) ______________________________ , provided there exists at closing no violation of the foregoing.

(a) Title Evidence: The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at

(Check one) [ ] **Seller's** [X] **Buyer's** expense and

(Check one) [ ] within _____ days after Effective Date [X] at least 20 days before Closing Date,

(Check one)

(1) [X] a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at before closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

(2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) Title Examination: After receipt of the title evidence, **Buyer** will, within __15__ days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within __15__ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: Buyer may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

9. Property Condition: Seller will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) Inspections: (Check (1) or (2)) ****See Addendum for Due Diligence Information** From Board Approval

(1) ☒ **Due Diligence Period: Buyer** will, at **Buyer's** expense and within __30__ days (30 days if left blank) ("Due Diligence Period") ~~after Effective Date~~ and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

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* **(2)** ☐ **No Due Diligence Period: Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.

(b) Government Regulations: Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

(c) Flood Zone: Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) Coastal Construction Control Line ("CCCL"): If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

* ☐ **Buyer** waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) Seller Costs:
Taxes on deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 8)
Estoppel Fee(s)
* Other: **$395.00 Transaction Fee**

(b) Buyer Costs:
Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 8)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
* Other: **Environmental Phase 1 and Appraisal Reports**

(c) Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) Special Assessment by Public Body: Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in installments, * ☒ **Seller** ☐ **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE **SELLER'S** CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT **BUYER** MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

(f) Foreign Investment in Real Property Tax Act ("FIRPTA"): If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.

(g) 1031 Exchange: If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code (“Exchange”), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

13. Force Majeure: Seller or **Buyer** will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

15. Complete Agreement; Persons Bound: This Contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

16. Default and Dispute Resolution: This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.

(a) Seller Default: If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

(b) Buyer Default: If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this Contract.

17. Attorney's Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

18. Escrow Agent; Closing Agent: Seller and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

19. Professional Advice; Broker Liability: Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

20. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

21. Brokers: The licensee(s) and brokerage(s) named below are collectively referred to as “Broker.” **Instruction to closing agent: Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.

* **City Real Estate Corp 2.5%**	**n/a**
Seller's Sales Associate/License No.	**Buyer's** Sales Associate/License No.

* nszsellshomes@gmail.com	
Seller's Sales Associate Email Address	**Buyer's** Sales Associate Email Address
* (754)210-1564	
Seller's Sales Associate Phone Number	**Buyer's** Sales Associate Phone Number
* City Real Estate Corp 2.5%	
Listing Brokerage	**Buyer's Brokerage**
* Phone No. 954-496-2711 and Email: winstonbyfield@hotmail.com	
Listing Brokerage Address	**Buyer's Brokerage Address**

22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract (**Check if applicable**):

* ☐ A. Back-up Contract
* ☐ B. Kick Out Clause
* ☐ C. Other ______________________

* **23. Additional Terms:** **1. Seller acknowledges that this Contract is contingent on approval by the Board/Council of the Opa-Locka Community Redevelopment Agency Board (the "Board"). If the Board does not approve the Contract, the Contract will be null and void and any deposits paid herein will be returned to the Buyer. If the Board has not approved this Contract within 45 days from the Effective Date, the Contract shall be deemed as not approved and the Contract will be null and void and any deposits paid herein will be returned to the Buyer. Seller agrees that it shall not enter into another contract for the sale of the Property during the stated 45 day period.**

2. Buyer selects Weiss Serota Helfman Cole & Bierman, P.L. to act as Escrow, Title and Closing Agent. Buyer will be responsible for title and lien search reports and title insurance.

3. Buyer shall have 3 days from the Effective Date to provide written evidence, to Seller, of the request to the State of Florida, for the Initial Deposit. Buyer and Seller agree and understand the State of Florida's processing time for funds can take 15-30 business days.

Continued... See Addendum 1 - Additional Terms Continued

COUNTER-OFFER/REJECTION

* ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).

* ☐ Seller rejects Buyer's offer

[The remainder of this page is intentionally left blank.
This Contract continues with Line 367 on Page 8 of 8.]

This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before signing.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

DocuSigned by:
* **Buyer:** ____________________ Date: 05/02/2024
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* Print name: **Opa-Locka Community Redevelopment Agency**

* **Buyer:** ____________________ Date: ____________

* Print name: ____________________

Buyer's address for purpose of notice:

* Address: c/o Weiss Serota Helfman Cole & Bierman P.L./Attn: David N. Tolces, Esquire

* Phone: **(561)835-2111** Fax: ____________ Email: **dtolces@wsh-law.com**

* **Seller:** ____________________ Date: ____________

* Print name: **Jacob J. Falcon by Authorized Representative**

* **Seller:** ____________________ Date: ____________

* Print name: ____________________

Seller's address for purpose of notice:

* Address: ____________________

* Phone: ____________ Fax: ____________ Email: ____________

Addendum to Contract No. 1 - Continued

PROPERTY: **2145 Ali Baba Avenue, Opa-Locka , FL 33054**

Additional Terms Continued

4. Buyer shall have 3 days from the end of the Due Diligence Period to provide written evidence, to Seller. of the request to the State of Florida, for the Additional Deposit. Buyer and Seller agree and understand the State of Florida's processing time for funds, can take 15-30 business days.

5. The Effective Date of this Contract is the date both parties sign the Contract, provided however, that the parties acknowledge that the Buyer's signature remains contingent on Board/Council approval as set forth in this Addendum.

6. The Due Diligence Period expires 30 days after the Board Approval Period expires. Seller agrees to extend the Due Diligence Period for the Environmental Phase 1 and 2 Inspections, if needed by engineer.

7. Seller, at Seller's cost and expense, shall be responsible to close all open permits and code violations on or before the Closing Date.

8. Closing Date will be 30 days after the Due Diligence Period expires.

9. Evidence of Title: Seller shall have 5 days from the Effective Date to provide copies of the existing title policy, survey and environmental reports, if any.

10. Buyer has 20 days prior to closing to examine title/survey and give written notice to Seller of any title defects.

11. Seller shall have 15 days to cure any title defect.

12. Closing Documents. At Closing, Seller shall deliver to Buyer the documents and items listed below. Closing Agent will prepare the documents:

a. Statutory Warranty Deed, conveying title to the Property
b. A No Lien, Gap and FIRPTA Affidavit;
c. A Closing Statement to be signed by Seller and Buyer;
d. Any documents required to cure or remove any Title Defects; and
e. Other documents reasonably required by Buyer or by the Title Company

see following page

Date: May 2, 2024 Date: ____________________

DocuSigned by:
EEFA81B4E1154E9...

Signature **Opa-Locka Community Redevelopment Agency** Signature

Date: May 2, 2024 Date: ____________________

Signature **Authorized Representative of Jacob F. Falcon** Signature

Addendum to Contract No. 1 - Continued

PROPERTY: **2145 Ali Baba Avenue, Opa-Locka , FL 33054**

13. Section 286.23 Disclosure. Seller shall comply with the provisions of Section 286.23, Florida Statues, regarding disclosure of beneficial interests at least 10 days prior to the Closing Date.

14. Real Estate Taxes. Seller acknowledges that Buyer is a tax-exempt governmental entity. Seller will be responsible for complying with Section 196.295 of the Florida Statues prior to Closing. The requirements for compliance with Section 196.295 provided by the Miami-Dade County Property Appraiser will be as follows:

a. Once the Closing Date has been determined, Closing Agent will submit a written formal request to the Miami-Dade County Property Appraiser's Office via email or regular mail for a proration letter. A proration letter will be provided by Property Appraiser displaying the prorated amount of taxes due to date of closing.
b. Taxes will be prorated on the Closing Statement based on the amount set forth in the Property Appraiser's letter plus an additional 25% of the tax proration (the additional 25% is the "Tax Escrow") to cover any additional taxes required to be paid upon issuance of the current year's tax bill for the Property.

c. After the Closing, Closing Agent will submit to the Tax Collector the Property Appraiser's escrow letter and the prorated tax amount of taxes stated to be due in the Property Appraiser's letter, and obtain a receipt for the deposit of the estimated taxes. Closing Agent will provide a copy of the Tax Collector Receipt to Buyer
d. After issuance of the actual tax bill for the Property, and upon request by Seller, Closing Agent will refund to Seller any excess funds remaining in the Tax Escrow.

15. Seller is responsible to pay all Broker Commissions and the Broker's Transaction Fee.

Date: May 2, 2024 Date: __________

DocuSigned by:
5FFA0...B4E4154E9...

Signature Opa-Locka Community Redevelopment Agency Signature

Date: __________ Date: __________

Signature Authorized Representative of
Jacob J. Falcon
Signature

Addendum

RESOLUTION NO. 24-__________

A RESOLUTION OF THE BOARD OF THE OPA-LOCKA REDEVELOPTMENT AGENCY ("CRA"), AUTHORIZING THE EXECUTIVE DIRECTOR TO ESTABLISH THE "RESIDENTIAL HOMES REHABILITATION 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;

WHEREAS, certain property owners own and control real property located in the City of Opa-Locka, Florida, within the OCRA's Community Redevelopment Area (collectively, the "Licensed Property"); and

WHEREAS, the City shall seek 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 conducting certain home rehabilitation improvements (the "Residential Homes Rehabilitation 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. Establishment of Program: The Opa-Locka Residential Home Rehabilitation Assistance Program is hereby established, with the goal of promoting sustainable homeownership and community revitalization.

Section 3. Program Components: The program shall include certain residential property improvement guidelines for the renovation of respective Licensed Property within the OCRA and shall not include a total of $40,000.00 per Licensed Property and an aggregate of $1,000,000.00 for all selected Licensed Properties.

Section 4. Program Contractors: The CRA shall seek engagement of qualified contractors to deliver services for the Commercial Property Improvements.

Section 4. Outreach and Community Engagement: A comprehensive outreach campaign shall be launched to inform and engage property owners about the program, with collaboration from local community leaders and organizations being essential for the program's success.

Section 5. 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 6. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this______day of________________, 2024.

____
Jannie Russell, OCRA Chair

Attest to:

____
Jason Walker
Director

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 Williams	(Yes)__________	(No) ____________
Board Member Williams	(Yes)__________	(No) ____________
Chairperson Russell	(Yes) __________	(No) ____________

Opa-Locka Community Redevelopment Agency

Home Beautification and Rehabilitation Program Overview

The Beautification and rehabilitation program for owner occupied single-family detached homes in the OCRA area provides homeowners with exterior painting, landscaping, and home repair assistance. OCRA will provide financing home improvement projects for Opa-Locka resident's homes.

Contractors to do the work will be assigned by the OCRA. After work has been completed the County will reimburse the contractor from funds secured by the OCRA not to exceed TBA ($TBA.00) dollars per property.

Participation in the Program is subject to availability of funds and is subject to change without notice. Grants will be provided based on a first come first served basis.

➢ The requirements to qualify for this program are as follows:

- Be the owner/ occupant of the home
- The home is a single family home (not an apartment)
- The home is located in the OCRA boundaries
- If you qualify for the Beautification Program then the following documents MUST be submitted:
    - A copy of the last completed tax return, and W-2, if employed.
    - One full month of pay check stubs for all employed individuals living in the household, if employed.
    - If not employed and you receive retirement's pension or social security benefits then submit a copy of the award letters.
    - Picture I.D. of applicant and household members.
    - Copy of Social Security Cards for all household members and Birth
    - Certificates.
        - Property taxes shall be current and in paid status.
        - Most recent mortgage statement.
        - Electric Bill and Water Bill
        - Copy of warranty deed.
- Meet the maximum income requirements listed in the table below:

Household Size Income Limit* *Effective May 2024

$ 89,600.00
$102,480.00
$115,220.00
$127,960.00
$138,320.00
$148,540.00
$158,760.00
$168,980.00

APPLICATION INSTRUCTIONS

Complete application in its entirety. Only one (1) application per household will be processed.. For more information or to request assistance in completing this application, please contact Opa-Locka Redevelopment Agency (305) 953-2868 Ext 1250.. Return your complete application to: Opa-Locka Redevelopment Agency, 780 Fisherman Street, Opa-Locka, Florida 33054

Property Owner Information : Please complete your application in the link below:

https://forms.gle/1nhG3jX6BNfM5TW19

Opa-Locka Community Redevelopment Agency

Home Beautification and Rehabilitation Program Overview

Full Name:	
Date of Birth:	
Sex:	
Marital Status:	
Phone:	
Household Gross Income:	
Household Size:	
Social Security:	
Work Number:	
Property Address:	
Folio #:	
Year Home was Built	
Do you have a Homestead Exemption?	
Are you currently Employed?	
Type of Improvements Requested:	☐ Roof Repair
	☐ Exterior Paint
	☐ Plumbing Repair
	☐ Landscaping
	☐ Impact Window Installation
	☐ Fence Repair

Opa-Locka Community Redevelopment Agency

Home Beautification and Rehabilitation Program Overview

RIGHT OF ENTRY AND LIABILITY WAIVER AGREEMENT

I/We ____Owner(s)")
owner(s) of the property commonly identified as: ________________________________

Folio No(s).:. ___________________________Property") Street (attach legal description if available)

In consideration of one or more of the following activities to be conducted on the Property, the Owner(s) thereof hereby grant to OCRA a political subdivision of the State of Florida, a right of entry and a waiver of liability from the Owner in order to conduct one or more activities on the Property:

1. painting of the exterior;
2. landscaping; and/or
3. improvements to the façade of the home
4. Roof Repairs
5. Gutter repairs and/or installation
6. Plumbing repairs
7. Electrical Repairs

.

This right of entry and waiver of liability granted by the Owner(s) in accordance with the OCRA Beautification Program, which was established by the OCRA, through Resolution Numbers **TBA**, as amended by TBA. The purpose of the Program is to provide assistance to qualified homeowners, who use their homes as their primary residence, to landscape, paint the exterior of their homes and/or complete other improvements to their homes.

Right of Entry to said property is hereby granted by the Owner to OCRA and its contractors and their subcontractors thereof, for the purpose of accomplishing the above purpose. The undersigned agrees and warrants to hold harmless OCRA, its contractors, their subcontractors, officers, agents, employees, or assigns for damage of any type, whatsoever, either to the above described Property or to any persons present thereon and hereby releases, discharges and waives any action against OCRA its contractors, their subcontractors, officers, agents, employees, or assigns from all liability to Owner(s), Owner(s)'s children, relatives guests, representatives, assigns, or heirs, for bodily injury, death or property damage that Owner(s) may suffer in connection with any activities on the Property, whether caused solely or partially by the negligence of OCRA, its contractors, their subcontractors, officers, agents, employees, or assigns.

I/we ___________________________________have read this Right of Entry and Liability Waiver Agreement, or it has been read to me/us, and I/we fully understand its terms, understand that I have given up substantial rights by signing it. I am aware of its legal consequences, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

WHEREOF, the undersigned has caused this Right of Entry and Waiver of Liability Agreement to be executed on this (Date)___________________________________

Property Owner Name _________________________________

Telephone No. ____

Address ____

Witness ____

Date ____

PAINT COLOR SELECTION AGREEMENT

Property Owner Name (Please print): ______________________________________

Property Address (Please print): ____

MAIN COLOR (Please print): ____

TRIM COLOR (Please print): ____

Please pick a Main Color and a Trim Color at your local Sherwin-Williams store.

The undersigned property owner hereby agrees to the paint color selection described above. I understand that once the color selection is made, colors cannot be changed.

Property Owners Signature ___________________________
Date ____

Copy of this form should be given to the homeowner.

LANDSCAPE DESIGN SELECTION AGREEMENT

Property Owner Name: (Please print) ________________________

Property Address: (Please print) ____

The undersigned property owner agrees to meet with the landscaper to discuss their individual design.

Property Owner's Signature ____________________________________
Date ____________________________________

Copy of this form should be given to the homeowner.

Media Release Form

I understand that information regarding the services I receive from Opa-Locka Redevelopment Agency (hereinafter referred to as OCRA") may be used by agents, employees or representatives of OCRA to promote, market and educate the community about its programs and services.

I hereby authorizeOCRA to copy, exhibit, publish or distribute any and all such information including images and audio of me or wherein I appear, including composite or artistic forms and media, forms and media, for purposes of publicizing OCRA programs and services or for any lawful purpose. In addition, I waive any right to inspect or approve the finished product, including written copy, wherein my information or likeness appears.

I hereby hold harmless and release and forever discharge OCRA and The City of Opa-Locka from all claims, demands and causes of action which I, my heirs, representatives, executors, administrators or any other persons acting on my behalf or on behalf of my estate have or may have be reason of this authorization

AUTHORIZATION FOR RELEASE OF INFORMATION

This document is to authorize release of information regarding your home Beautification application with the OCRA, for the purposes of verifying information supplied in your application.
I hereby grant permission to the OCRA, a political subdivision of the City of Opa-Locka through its OCRA to verify information provided in this application.

I hereby state that I have read and fully understand the above statements as it applies to me and do herein express my consent to disclosure of information for the purpose of determining eligibility.

A photographic copy or facsimile of this authorization may be deemed equivalent to an original, and may be used as a duplicate original.

(Signature) ___________________________________

(Print Name) _________________________________

(Date) ____

(Street address) _______________________________

(City, State, Zip code) _________________________

RESOLUTION NO. 24 -_________

A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR AND CRA ATTORNEY TO CONDUCT THE PURCHASE OF PROPERTIES LOCATED AT 391 OPA-LOCKA BLVD. AND 879 FISHERMAN STREET, TO INCLUDE PREPARING TITLE WORK TO COMPLETE THE TRANSACTIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Opa-Locka Community Redevelopment Agency (OCRA) is responsible for carrying out community redevelopment activities and projects within the OCRA; and

WHEREAS, the OCRA Board desires to exercise its powers per Florida Statute Chapter 163 Part III and as designated by the CRA Plan section 3.5.5 described as support land assembly, code enforcement, and demolition, for redevelopment opportunities; and

WHEREAS, the OCRA Board authorizes the Executive Director and CRA Attorney to carry-out all necessary steps to acquire the properties located at 391 Opa-Locka Blvd. and 879 Fisherman Street within 90 days of approval of this Resolution.

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

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

Section 2. AUTHORIZATION
The OCRA Board hereby authorizes the Executive Director and CRA Attorney to execute all documents for the purpose of completing the acquisition of properties located at 391 Opa-Locka Blvd. and 879 Fisherman Street to include providing an owner title policy. The Opa-locka Community Redevelopment Agency and the Board of Directors do hereby authorize the purchase price not to exceed $1,600,000.00, including, any related recording fees, attorney's fees, inspection fees, and other closing related expenses.

Section 3. EFFECTIVE DATE
This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this______day of________________, 2024.

____
Jannie Russell, OCRA Chair

Attest to:

____
Jason Walker
OCRA
Interim
Executive
Director

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) ____________

Commercial Contract

1. PARTIES AND PROPERTY: **Opa-Locka Community Redevelopment Agency,** **("Buyer")** agrees to buy and **Downtown Opa Locka, LLC, a Florida limited liability company** **("Seller")** agrees to sell the property at:

Street Address: **391 Opa Locka Blvd and 879 Fisherman Street**

Opa-Locka , FL 33054

Legal Description: **See attached Exhibit "A"**

and the following Personal Property: ____________________

(all collectively referred to as the "Property") on the terms and conditions set forth below.

2. PURCHASE PRICE: $ **1,600,000.00**

(a) Deposit held in escrow by: **Weiss Serota Helfman Cole + Bierman, PL** $ **40,000.00**
("Escrow Agent") (checks are subject to actual and final collection) V H H $ G G H Q

Escrow Agent's address: **dtolces@wsh-law.com** Phone: **(561)835-2111**

(b) Additional deposit to be made to Escrow Agent **** see Addendum**
[X] within ******* days (3 days, if left blank) ~~after completion of Due Diligence Period~~ or
[ ] within ______ days after Effective Date ____________________ $ **40,000.00**

(c) Additional deposit to be made to Escrow Agent
[ ] within ______ days (3 days, if left blank) after completion of Due Diligence Period or
[ ] within ______ days after Effective Date $ __________

(d) Total financing (see Paragraph 5) $ __________

(e) Other ____________________ $ __________

(f) All deposits will be credited to the purchase price at closing.
Balance to close, subject to adjustments and prorations, to be paid via wire transfer. $ **1,520,000.00**

For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of Buyer's written notice of acceptability.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before **May 10, 2024** , this offer will be withdrawn and the **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days from the date the counter offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer** or ____________________ . Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. **Time is of the essence in this Contract.**

4. CLOSING DATE AND LOCATION:

(a) Closing Date: This transaction will be closed on **30 days after the Due Diligence period expires** (Closing Date), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended

DS

Buyer (______) (______) and **Seller** (______) (______) acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

(b) Location: Closing will take place in ____________ County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

5. THIRD PARTY FINANCING:

BUYER'S OBLIGATION: On or before ______ days (5 days if left blank) after Effective Date, **Buyer** will apply for third party financing in an amount not to exceed __________ % of the purchase price or $ _______________ , with a fixed interest rate not to exceed ______ % per year with an initial variable interest rate not to exceed ______ %, with points or commitment or loan fees not to exceed _______% of the principal amount, for a term of ______ years, and amortized over ______ years, with additional terms as follows:
____.

Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within _____ days (45 days if left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the mortgage broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately upon obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer,** after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within ________ days (3 days if left blank) deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract. If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If **Buyer** has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be returned to **Buyer,** whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or **Buyer** fails to use good faith or reasonable diligence as set forth above, **Seller** will be entitled to retain the Deposit(s) if the transaction does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-approval letter not a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.

6. TITLE: Seller has the legal capacity to and will convey marketable title to the Property by [X] statutory warranty deed [ ] special warranty deed [ ] other ______________________________________ , free of liens, easements and encumbrances of record or known to **Seller,** but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) ____
____;
provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the Property as ____ .

(a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. **Seller** will, at (check one) [ ] **Seller's** [X] **Buyer's** expense and within ______ days after Effective Date or at least __20__ days before Closing Date deliver to **Buyer** (check one) [X] (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date. [ ] (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller,** then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or

Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of title.

(b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or (2) **Buyer** delivers proper written notice and **Seller** cures the defects within __15__ days from receipt of the notice ("Curative Period"). Seller shall use good faith efforts to cure the defects. If the defects are cured within the Curative Period, closing will occur on the latter of 10 days after receipt by Buyer of notice of such curing or the scheduled Closing Date. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have 10 days from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: (check applicable provisions below)

(i.) [X] **Seller** will, within __5__ days from Effective Date, deliver to **Buyer** copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:
Environmental Assessments and exisiting Title Policy, if any____________________, prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the date this Contract is terminated.

[X] **Buyer** will, at [ ] **Seller's** [X] **Buyer's** expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, [ ] **Buyer** will accept the Property with existing encroachments [X] such encroachments will constitute a title defect to be cured within the Curative Period.

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

7. PROPERTY CONDITION: Seller will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller** makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, **Buyer** may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable, or require Seller to return the Property to the required condition existing as of the end of Due Diligence period, the cost of which is not to exceed $ _____________ (1.5% of the purchase price, if left blank). By accepting the Property "as is", **Buyer** waives all claims against **Seller** for any defects in the Property. (Check **(a)** or **(b)**)

[ ] **(a) As Is: Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

[X] **(b) Due Diligence Period: Buyer** will, at **Buyer's** expense and within __30__ days from ~~Effective Date~~ from Board Approval ("Due Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion. During the term of this Contract, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems appropriate. **Buyer** will deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. **Seller** grants to **Buyer,** its agents, contractors and assigns, the right to enter the Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable notice, at a mutually agreed upon time; provided, however, that **Buyer,** its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a mechanic's lien being filed against the Property without **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the

Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

(c) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Seller will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or **Buyer's** intended use of the Property will be permitted [X] only with **Buyer's** consent [ ] without **Buyer's** consent.

9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.

(a) Possession and Occupancy: Seller will deliver possession and occupancy of the Property to **Buyer** at closing. **Seller** will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.

(b) Costs: Buyer will pay **Buyer's** attorneys' fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. **Seller** will pay **Seller's** attorneys' fees, taxes on the deed and recording fees for documents needed to cure title defects. If **Seller** is obligated to discharge any encumbrance at or prior to closing and fails to do so, **Buyer** may use purchase proceeds to satisfy the encumbrances.

(c) Documents: Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable service and maintenance contracts that will be assumed by **Buyer** after the Closing Date and letters to each service contractor from **Seller** advising each of them of the sale of the Property and, if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by **Seller** from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the **Buyer** or **Buyer's** lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppels letter, **Seller**, if requested by the **Buyer** in writing, will certify that information regarding the tenant's lease is correct. If **Seller** is an entity, **Seller** will deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. **Seller** will transfer security deposits to **Buyer**. **Buyer** will provide the closing statement, mortgages and notes, security agreements, and financing statements.

(d) Taxes and Prorations: Real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by **Buyer**, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to **Buyer**, and operating expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

(e) Special Assessment Liens: Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by **Seller**. If a certified, confirmed, and ratified special assessment is payable in installments, **Seller** will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and **Buyer** will assume all installments that become due and payable after the Closing Date. **Buyer** will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, **Seller** will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

(f) Foreign Investment in Real Property Tax Act (FIRPTA): If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** agree to comply with Section 1445 of the Internal Revenue Code. **Seller** and **Buyer** will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement.

10. ESCROW AGENT: Seller and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

11. CURE PERIOD: Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have ____ days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

12. FORCE MAJEURE: Buyer or **Seller** shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to **Buyer**, thereby releasing **Buyer** and **Seller** from all further obligations under this Contract.

13. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit will be returned in accordance with applicable Florida Laws and regulations.

14. DEFAULT:

(a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make the title marketable after diligent effort, **Buyer** may elect to receive return of Buyer's deposit without thereby waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek specific performance. If Buyer elects a deposit refund, Seller may be liable to Broker for the full amount of the brokerage fee.

(b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for **Buyer's** default.

15. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable attorneys' fees, costs, and expenses.

16. NOTICES: All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice, document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party.

DS

Buyer (_____) (_____) and **Seller** (_____) (_____) acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

17. DISCLOSURES:

(a) Commercial Real Estate Sales Commission Lien Act: The Florida Commercial Real Estate Sales Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.

(b) Special Assessment Liens Imposed by Public Body: The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 9(e).

(c) Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

(d) Energy-Efficiency Rating Information: Buyer acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

18. RISK OF LOSS:

(a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, **Seller** will bear the risk of loss and **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing the Property at the agreed upon purchase price and **Seller** will credit the deductible, if any and transfer to **Buyer** at closing any insurance proceeds, or **Seller's** claim to any insurance proceeds payable for the damage. **Seller** will cooperate with and assist **Buyer** in collecting any such proceeds. **Seller** shall not settle any insurance claim for damage caused by casualty without the consent of the **Buyer**.

(b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing what is left of the Property at the agreed upon purchase price and **Seller** will transfer to the **Buyer** at closing the proceeds of any award, or **Seller's** claim to any award payable for the taking. **Seller** will cooperate with and assist **Buyer** in collecting any such award.

19. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise ☐ is not assignable ☐ is assignable. If this Contract may be assigned, **Buyer** shall deliver a copy of the assignment agreement to the **Seller** at least 5 days prior to Closing. The terms **"Buyer," "Seller"** and "Broker" may be singular or plural. This Contract is binding upon **Buyer**, **Seller** and their heirs, personal representatives, successors and assigns (if assignment is permitted).

20. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between **Buyer** and **Seller.** Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.

21. BROKERS: Neither **Seller** nor **Buyer** has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

(a) Seller's Broker: ____ ,
(Company Name) (Licensee)

____ ,
(Address, Telephone, Fax, E-mail)

who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☐ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify) ________________________

____

(b) Buyer's Broker: ____ ,
(Company Name) (Licensee)

____ ,
(Address, Telephone, Fax, E-mail)

Buyer (DS) (_____) and **Seller** (_____) (_____) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☐ **Seller's Broker** ☐ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ an MLS offer of compensation ☐ other (specify)

____

(collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries, introductions, consultations, and negotiations resulting in this transaction. **Seller** and **Buyer** agree to indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of **Seller** or **Buyer**, which is beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of **Seller** or **Buyer**.

22. OPTIONAL CLAUSES: (Check if any of the following clauses are applicable and are attached as an addendum to this Contract):

☐ Arbitration	☐ Seller Warranty	☐ Existing Mortgage
☐ Section 1031 Exchange	☐ Coastal Construction Control Line	☐ Buyer's Attorney Approval
☐ Property Inspection and Repair	☐ Flood Area Hazard Zone	☐ Seller's Attorney Approval
☐ Seller Representations	☐ Seller Financing	☐ Other ______________

23. ADDITIONAL TERMS:

1. Seller acknowledges that this Contract is contingent on approval by the Board/Council of the Opa-Locka Community Redevelopment Agency Board (the "Board"). If the Board does not approve the Contract, the Contract will be null and void and any deposits paid herein will be returned to the Buyer. If the Board has not approved this Contract within 45 days from the Effective Date, the Contract shall be deemed as not approved and the Contract will be null and void and any deposits paid herein will be returned to the Buyer. Seller agrees that it shall not enter into another contract for the sale of the Property during the stated 45 day period.

2. Buyer selects Weiss Serota Helfman Cole & Bierman, P.L. to act as Escrow, Title and Closing Agent. Buyer will be responsible for title and lien search reports and title insurance.

Continued... See Addendum No. 1 - Additional Terms

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other party that such signatory has full power and authority to enter into and perform this Contract in accordance with its terms and each person executing this Contract and other documents on behalf of such party has been duly authorized to do so.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

DocuSigned by:
FEFA81B4E1154E9...
(Signature of Buyer) Date: 05/06/2024

Opa-Locka Community Redevelopment Agency Tax ID No.: ______
(Typed or Printed Name of Buyer)

Title: **by Jason Walker, Interim Director, OCRA** Telephone: **(561)835-2111**

______ Date: ______
(Signature of Buyer)

______ Tax ID No.: ______
(Typed or Printed Name of Buyer)

Title: ______ Telephone: ______

Buyer's Address for purpose of notice **Weiss, Serota Helfman, Cole & Bierman, P.L.**

Facsimile: ______ E-mail: **dtolces@wsh-law.com**

______ Date: ______
(Signature of Seller)

Downtown Opa Locka, LLC Tax ID No.: ______
(Typed or Printed Name of Seller)

Title: ______ Telephone: ______

______ Date: ______
(Signature of Seller)

______ Tax ID No.: ______
(Typed or Printed Name of Seller)

Title: ______ Telephone: ______

Seller's Address for purpose of notice ______

Facsimile: ______ E-mail: ______

Buyer (______) (______) and **Seller** (______) (______) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

ADDENDUM NO. 1

PROPERTY: **391 Opa Locka Blvd and 879 Fisherman Street, Opa-Locka , FL 33054**

3. Buyer shall have 3 days from the Effective Date to provide written evidence, to Seller, of the request to the State of Florida, for the Initial Deposit. Buyer and Seller agree and understand the State of Florida's processing time for funds can take 15-30 business days.

4. Buyer shall have 3 days from the end of the Due Diligence Period to provide written evidence, to Seller, of the request to the State of Florida, for the Additional Deposit. Buyer and Seller agree and understand the State of Florida's processing time for funds, can take 15-30 business days.

5. The Effective Date of this Contract is the date both parties sign the Contract, provided however, that the parties acknowledge that the Buyer's signature remains contingent on Board/Council approval as set forth in this Addendum.

6. The Due Diligence Period expires 30 days after the Board Approval Period expires. Seller agrees to extend the Due Diligence Period for the Environmental Phase 1 and 2 Inspections, if needed by engineer.

7. Seller, at Seller's cost and expense, shall be responsible to close all open permits and code violations on or before the Closing Date.

8. Closing Date will be 30 days after the Due Diligence Period expires.

9. Evidence of Title: Seller shall have 5 days from the Effective Date to provide copies of the existing title policy, survey and environmental reports, if any.

10. Buyer has 20 days prior to closing to examine title/survey and give written notice to Seller of any title defects.

11. Seller shall have 15 days to cure any title defect.

12. Closing Documents. At Closing, Seller shall deliver to Buyer the documents and items listed below.

Continued... See Next Page

Date: 05/06/2024 Date: ______________________

DocuSigned by:
FEEA81B4E1154E9...

Signature Opa-Locka Community Redevelopment Agency Signature

Date: ______________________ Date: ______________________

Signature Downtown Opa Locka LLC Signature

ADDENDUM NO 1

PROPERTY: **391 Opa Locka Blvd and 879 Fisherman Street, Opa-Locka , FL 33054**

a. Statutory Warranty Deed, conveying title to the Property
b. A No Lien, Gap and FIRPTA Affidavit;
c. A Closing Statement to be signed by Seller and Buyer;
d. Any documents required to cure or remove any Title Defects; and
e. Other documents reasonably required by Buyer or by the Title Company

13. Section 286.23 Disclosure. Seller shall comply with the provisions of Section 286.23, Florida Statues, regarding disclosure of beneficial interests at least 10 days prior to the Closing Date.

14. Real Estate Taxes. Seller acknowledges that Buyer is a tax-exempt governmental entity. Seller will be responsible for complying with Section 196.295 of the Florida Statues prior to Closing. The requirements for compliance with Section 196.295 provided by the Miami-Dade County Property Appraiser will be as follows:

a. Once the Closing Date has been determined, Closing Agent will submit a written formal request to the Miami-Dade County Property Appraiser's Office via email or regular mail for a proration letter. A proration letter will be provided by Property Appraiser displaying the prorated amount of taxes due to date of closing.

b. Taxes will be prorated on the Closing Statement based on the amount set forth in the Property Appraiser's letter plus an additional 25% of the tax proration (the additional 25% is the "Tax Escrow") to cover any additional taxes required to be paid upon issuance of the current year's tax bill for the Property.

c. After the Closing, Closing Agent will submit to the Tax Collector the Property Appraiser's escrow letter and the prorated tax amount of taxes stated to be due in the Property Appraiser's letter, and obtain a receipt for the deposit of the estimated taxes. Closing Agent will provide a copy of the Tax Collector Receipt to Buyer

d. After issuance of the actual tax bill for the Property, and upon request by Seller, Closing Agent will refund to Seller any excess funds remaining in the Tax Escrow.

15. Seller is responsible to pay all Broker Commissions and the Broker's Transaction Fee.

Date: 05/06/2024　　　　Date: ______

DocuSigned by:
5EFA81B4E1154F0...

Signature Opa-Locka Community Redevelopment Agency　　　　Signature

Date: ______　　　　Date: ______

Signature Downtown Opa Locka, LLC　　　　Signature

Exhibit "A"
(Legal Description)

Parcel A:

The Northeasterly 60 feet of Tract "B", Block 56, of "SECOND REVISED PLAT NO. TWO, OPA LOCKA", according to the Plat thereof, recorded in Plat Book 34, Page 76, of the Public Records of Miami-Dade County, Florida.

Formerly known as:

Lots 9 and 10, of Block 56, of REVISED PLAT NO. TWO, OF OPA LOCKA, according to the Plat thereof, recorded in Plat Book 34, Page 67, of the Public Records of Miami-Dade County, Florida.

Parcel B:

The Southwesterly 100 feet of the Northeasterly 160 feet of Tract "B", of Block 56, of "SECOND REVISED PLAT NO. TOW, OPA LOCKA", according to the Plat thereof, recorded in Plat Book 34, Page 76, of the Public Records of Miami-Dade County, Florida.

Formerly known as:

Lots 11, 12, 13 and 14, in Block 56, of REVISED PLAT NO. TWO, OF OPA LOCKA, according to the Plat thereof, recorded in Plat Book 34, Page 67, of the Public Records of Miami-Dade County, Florida.

Parcel C:

The Southwesterly 60 feet of Tract "B", of Block 56, of "SECOND REVISED PLAT NO. TWO OPA LOCKA", according to the Plat thereof, recorded in Plat Book 34, Page 76, of the Public Records of Miami-Dade County, Florida

Formerly known as:

Lots 15 and 16, Block 56, of REVISED PLAT NO. TWO, OF OPA LOCKA, according to the Plat thereof, recorded in Plat Book 34, Page 67, of the Public Records of Miami-Dade County, Florida.

The combined parcels being all of Tract "B", in Block 56, of "SECOND REVISED PLAT NO. TWO, OPA LOCKA", according to the Plat thereof, recorded in Plat Book 34, Page 76, of the Public Records of Miami-Dade County, Florida.

Parcel ID Number: 08-2121-004-0610 and 08-2121-004-0620

Property Address: 391 Opa Locka Blvd. and 879 Fisherman Street, Opa Locka, Florida.

DS

RESOLUTION NO. 24-____________

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

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

WHEREAS, since August, 2023, Florida Strategic Partners LLC has provided executive director services to the OCRA for the day to day operations of the OCRA, and the services and programs provided; and

WHEREAS, the OCRA Board finds it in the best interest of the residents and businesses of the OCRA to extend the short-term Agreement with Florida Strategic Partners LLC), in order to further the continued development of the day to day operations of the OCRA.

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

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

Section 2. AUTHORIZATION

The Board of the Opa-locka Community Redevelopment Agency approves/denies the extension of the Agreement with Florida Strategic Partners LLC to provide Interim Executive Director Services to the Opa-locka Community Redevelopment Agency, until December 31, 2024, and not to exceed One Hundred and Eleven Thousand Dollars ($111,000.00) for annual compensation.

<u>Section 3.</u> <u>SCRIVENER'S ERRORS</u>

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this______day of________________, 2024.

____
Jannie Russell, OCRA Chair

Attest to:

____
Jason Walker
Director

Approved as to form and legal sufficiency:

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

Moved by: ______________________________

Seconded by: ___________________________

<u>VOTE</u>:

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) ____________

RESOLUTION NO. 24-__________

A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE TRANSFER PAYMENT OF A TOTAL OF $15,000 TO THE CITY OF OPA-LOCKA FOR THE PROVISION OF THE SERVICES OF THE OFFICE OF THE CITY CLER TO THE OCRA, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, since August 23, 2023, the Opa-Locka Community Redevelopment Agency (OCRA) has previously utilized the services of the Office of the Clerk of the City of Opa-Locka for administrative operational services and coordination of monthly meetings; and

WHEREAS, the Office of the City Clerk provided administrative services to the OCRA; and

WHEREAS, the OCRA and Office of the Clerk mutually agree that the provision of the services to the OCRA amount to a total of $15,000.00; and

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

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

Section 2. AUTHORIZATION

1. The Interim Executive Director is directed to facilitate the administration of the board meetings of the OCRA.

2. Since August 23, 2023, the City of Opa-Locka Office of the Clerk provided administrative clerk services to the OCRA amounting to a total of $15,000.00.

3. Funding for the administrative clerk services follows OCRA budgetary allocation policy.

4. The Interim Executive Director is directed to allocate and disburse the total amount of $15,0000 to the City of Opa-Locka for services from the Office of the Clerk.

S**ection** 3. EFFECTIVE DATE
This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this______day of_______________, 2024.

____
Jannie Russell, OCRA Chair

Attest to:

____
Jason Walker
Director

Approved as to form and legal sufficiency:

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

Moved by: ____________________________

Seconded by: _________________________

VOTE:

Board Member Bass	(Yes) __________
Board Member Ervin	(Yes) __________
Board Member Kelley	(Yes) __________
Board Member Taylor	(Yes)__________
Board Member Williams	(Yes)__________
Board Member Williams	(Yes)__________
Chairperson Russell	(Yes) __________

(No) _____________
(No) _____________
(No) _____________
(No) ____________
(No) _____________
(No) _____________
(No) _____________

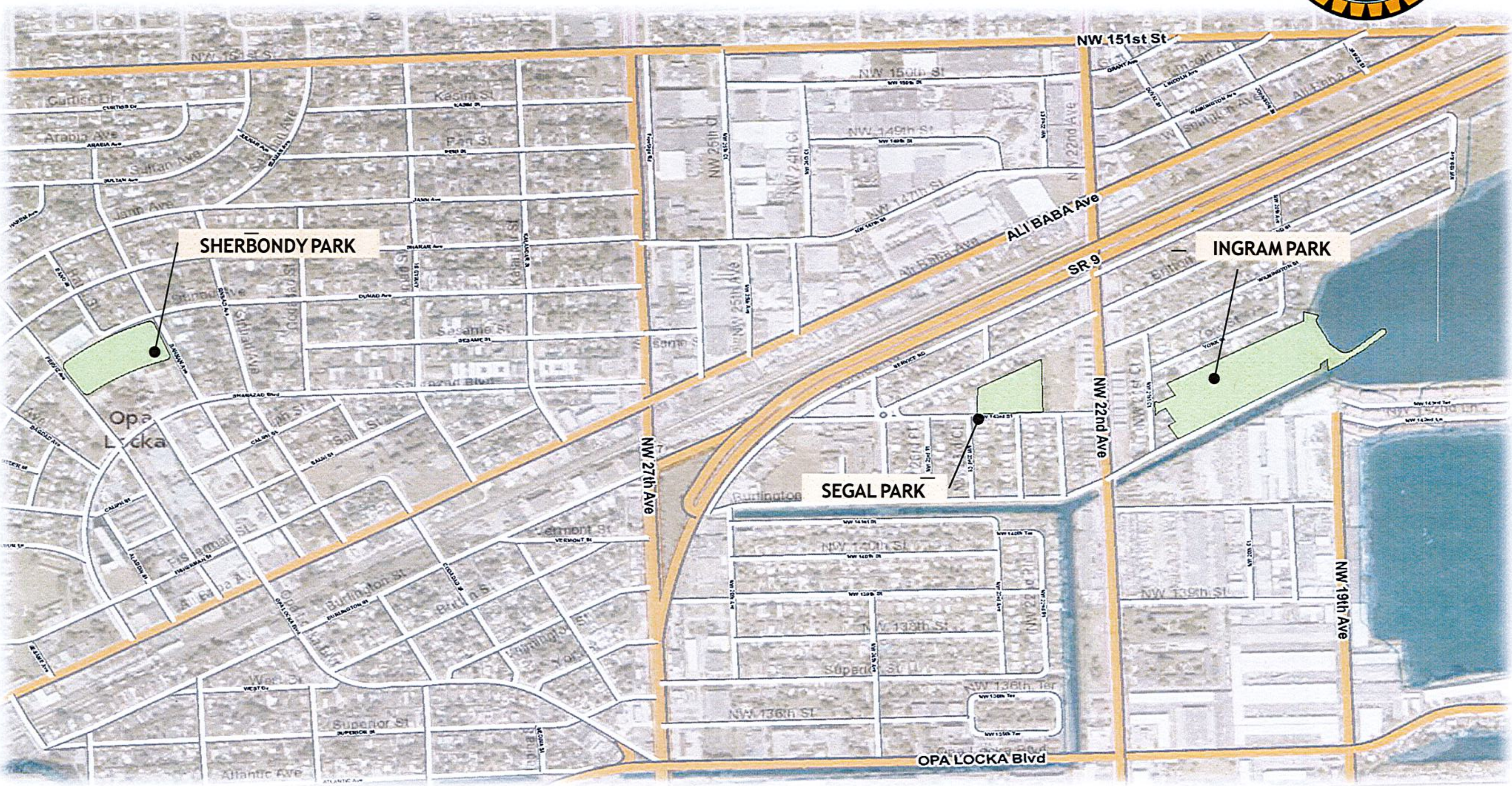
City of Opa-locka Parks Development

Workshop 4/24/2024

Presenter:

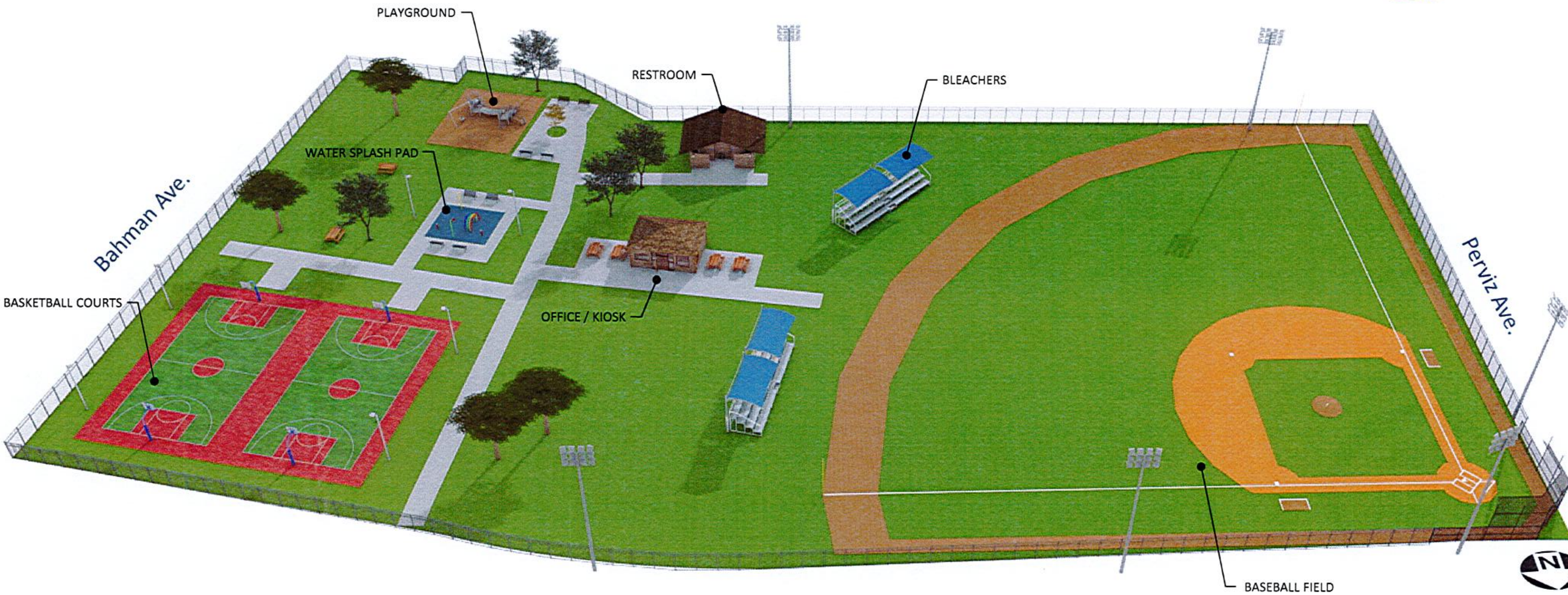
City Manager Darvin Williams

City of Opa-locka
Parks Location



SHERBONDY PARK

New Park Layout



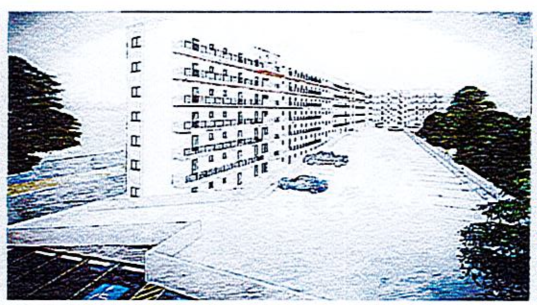
LOOKING SOUTH

Cost of Improvements
Sherbondy Park

Line Item	Estimated Cost
Baseball Field (Drainage, Soil and Field Preparation, A/E)	$1,279,750
Large Capacity Bleachers	$175,000
Baseball Field LED Lighting	$350,000
Water Splash Pad	$120,000
ADA All Ages Playground	$375,000
Kiosk and Restroom Buildings	$425,000
Total	**$2,742,750**

Not Funded Yet

SHERBONDY PARK

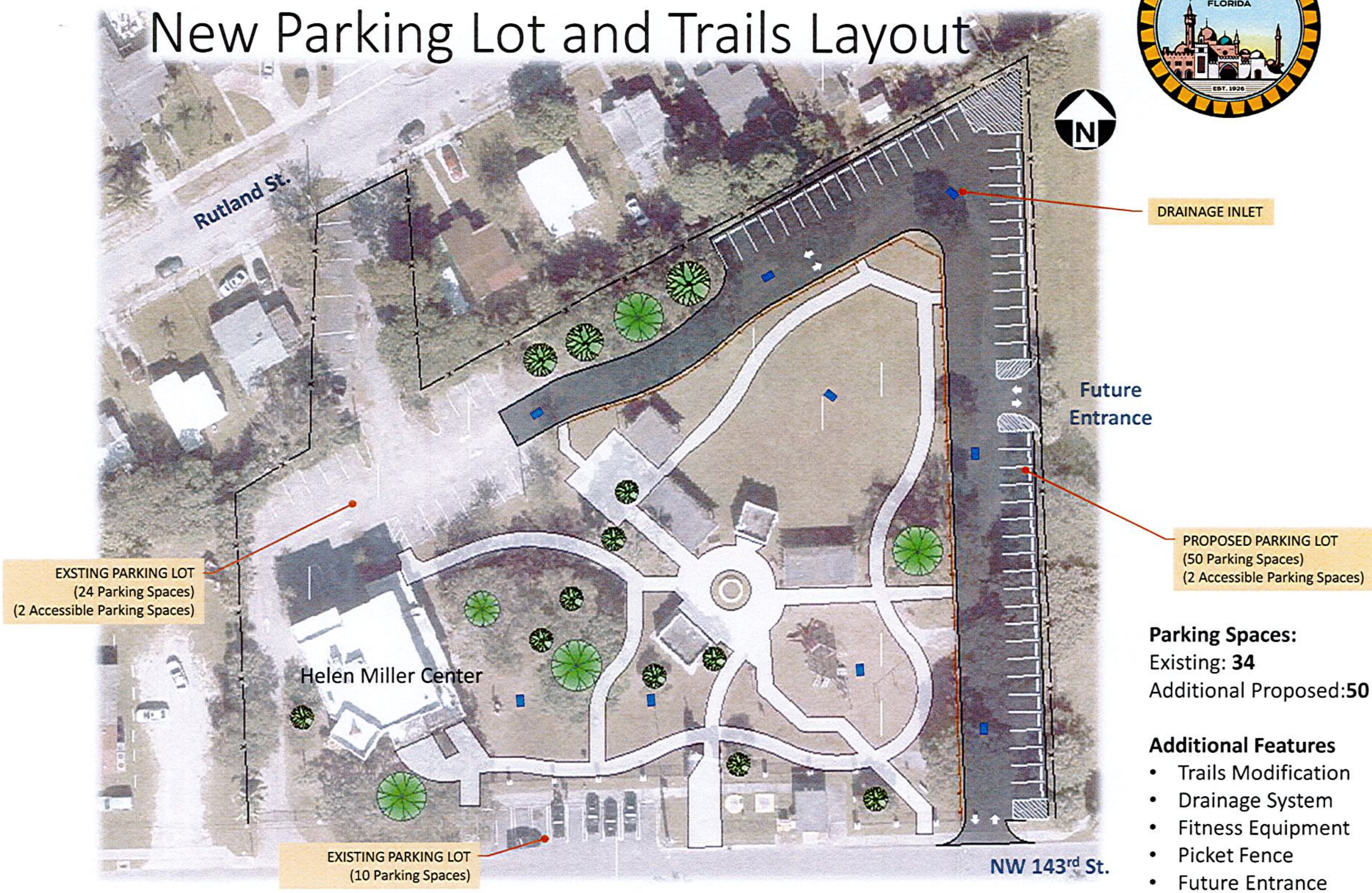


Sherbondy Park Development

- City Parcel is 0.78 Acre Site
- The Development Need for this site is for market-rate units with commercial /office uses on the ground floor and parking to accommodate the residential units and parking to accommodate the needs of the Sherbondy Park
- This site is proposed to be used as a parking lot for the park and community center.

SEGAL PARK

New Parking Lot and Trails Layout



Parking Spaces:
Existing: **34**
Additional Proposed:**50**

Additional Features
- Trails Modification
- Drainage System
- Fitness Equipment
- Picket Fence
- Future Entrance

Cost of Improvements
Segal Park

Line Item	Estimated Cost
Drainage System	$475,000
Walking Trails	$125,000
Parking Lot	$325,000
Picket Fence	$125,000
ADA All Ages Fitness Equipment	$50,000
Total	**$1,050,000**

* Funded

SEGAL PARK

- Zoning / Land Use	R-3		
- Lot size	Approx. 69,544 SF/1.59 acres		
- Number of units/acres allowed		20 recommended	24 max
- Number of units that can be built		**50 units**	**65 units**
- Number of parking spaces required at 1.5 parking space per unit		75	93
- 2 parking space per unit [homeownership requirement]			
- Additional parking spaces [if needed]		TBD*	TBD*
Visitors parking [5%]	on-street	on-street	

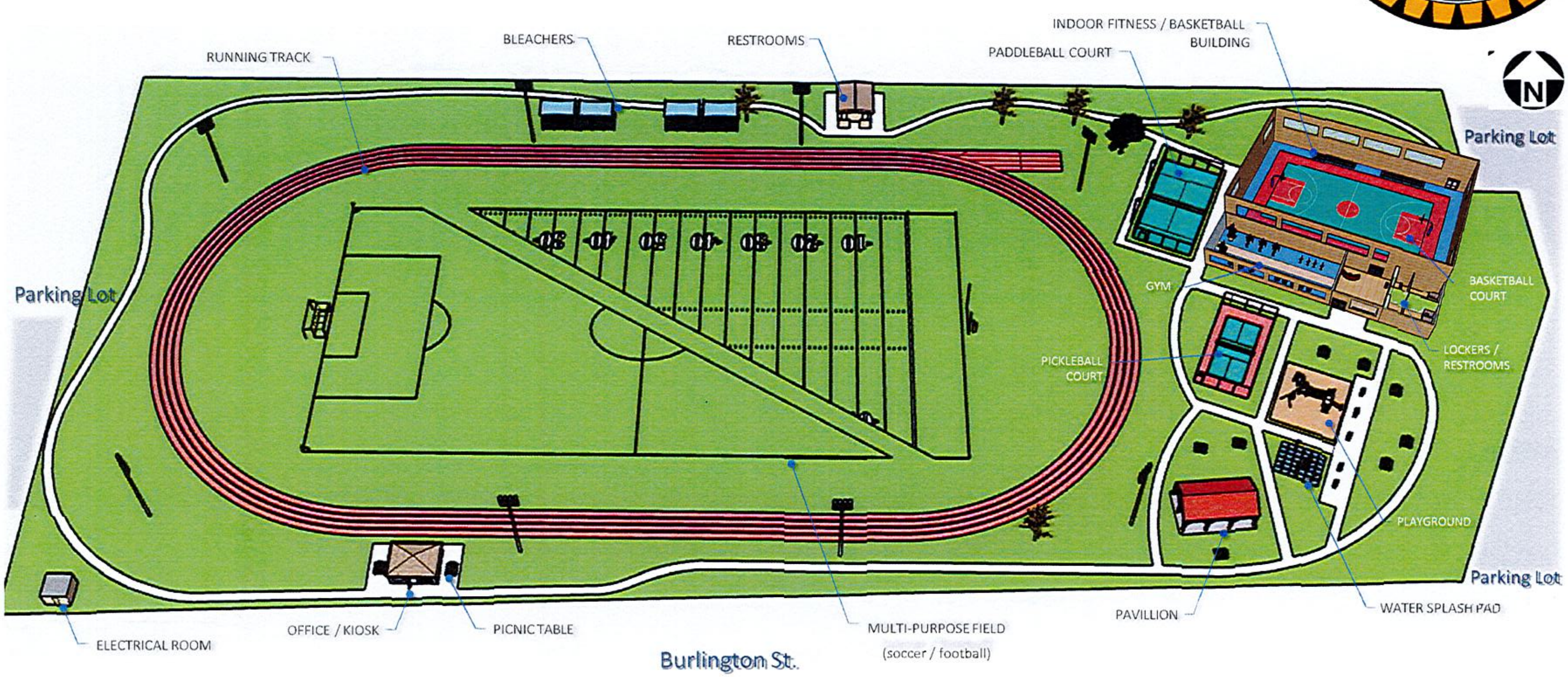
Segal Park Development

- High Demand for Housing in the City of Opa-locka
- Our housing has a 2.5-year waiting list
- Development of this site would provide relief for additional senior housing needs

SEGAL PARK

INGRAM PARK

New Park Layout



LOOKING NORTH

Cost of Improvements
Ingram Park

Line Item	Estimated Cost
Phase I	
Football/Soccer/Track Field	$1,734,000
Pickle ball/Paddleball Courts	$140,000
Water Splash Pad	$120,000
ADA All Ages Playground	$375,000
Large Capacity Bleachers	$175,000
Total Phase I	**$2,544,000** Almost completely funded 500k short
Phase II	
Gymnasium	$5,200,000
Indoor Basketball Court	$198,000
Total Phase II	**$5,398,000**

INGRAM PARK

- **Zoning / Land Use** Park / Civic | Proposed: R-1 or R-TH
- **Lot size** Approx. 126,324 SF/2.90 acres
- **Number of units/acres allowed** 20 recommended 24 max
- **Number of units that can be built** **60 units**
- **Number of parking spaces required**
  at 1.5 parking spaces per unit **70** **80**
- 1 parking space per unit **65** **81**
  [homeownership requirement]
- Up to 35% reduction **63/42** **78/52**
  [affordable housing/rental]
- **Proposed number of parking** **45 spaces**

INGRAM PARK

INGRAM PARK

CUYAHOGA DEVELOPMENT

Site Plan and Parking Evaluation   Cuyahoga Site -

- Zoning / Land Use
- Lot Size — 7.8 Acre Site
- Number of Units/Acre allowed — Up to 150 Units / Acre
- Number of Units that can be built — At 70 Units/acre, the max residential units is 546 Units

  At 36 Units/acre, the max residential units is 273 Units

Waterpark & Grocery Store

WELLSPRING APARTMENTS

14703 NW 27 Ave Opa-locka, FL 33054

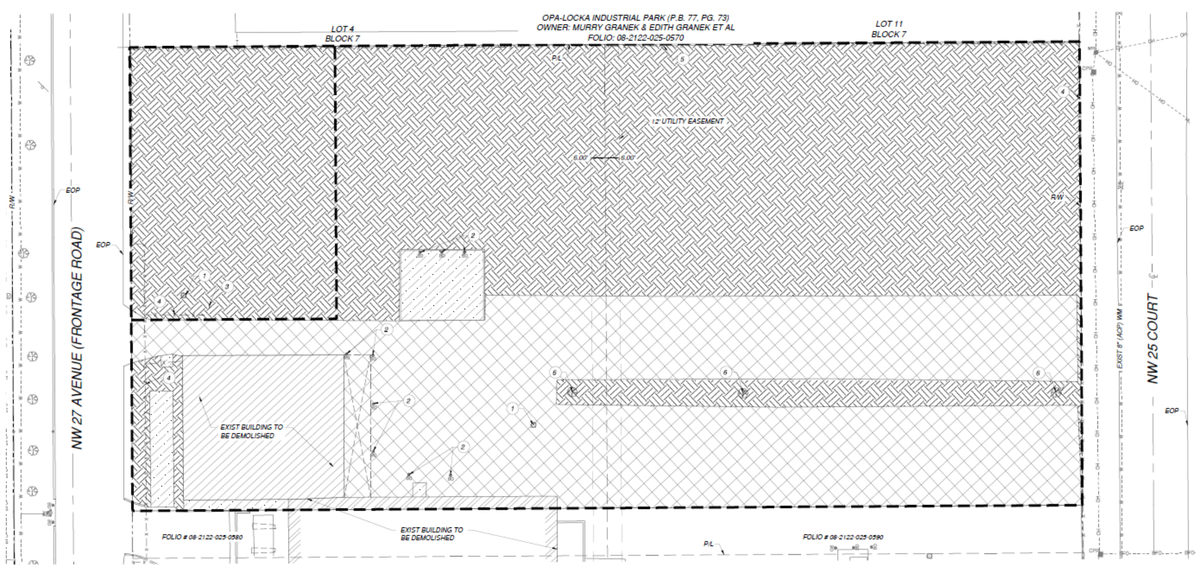
Integral Florida, LLC
690 Lincoln Road Suite 203
Miami Beach, FL 33139

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

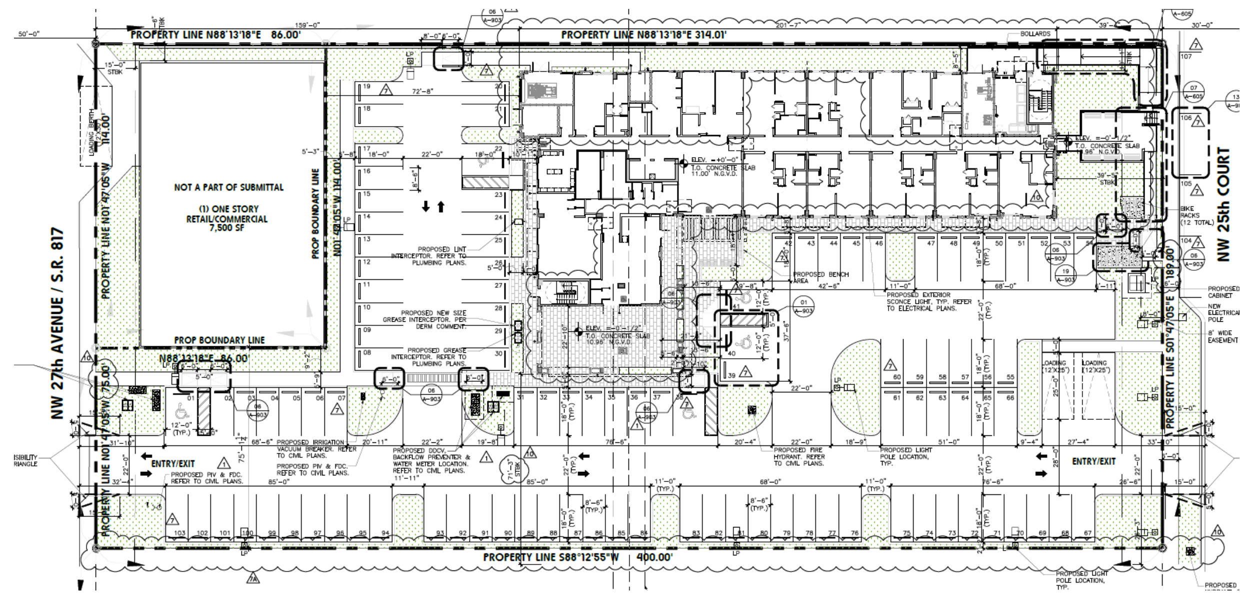
Integral Florida, LLC, a Florida affordable housing and commercial real estate developer, is seeking participation from The City of Opa-locka Community Redevelopment Agency's in the construction of **Wellspring Apartments**, a 99-unit senior affordable housing complex. The scope of Wellspring Community Complex project includes significant upgrades and improvements to surreounding 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


Well Spring Senior Apartm

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**

City of Opa-locka
Agenda Cover Memo

Department Director:	________________________ Darvin Williams, Interim City Manager	Date:
City Manager:		

Department:	Community Redevelopment Agency	**Sponsor Name:**	
Meeting Date:	May 14, 2024	**Item Type:**	Discussion Item
Strategic Plan Related:	No	**Strategic Plan Priority Area:**	Enhanced Organizational Business and economic development Public Safety Quality of Education Quality of Life and City Image Communication
Strategic Plan Objective/Strategy:			

Short Title:

Staff Summary:

Fiscal Impact: No

Funding Source: *(Account Number)*	**Advertising Requirement:** No
Contract/P.O. Required: No	**RFP/RFQ/Bid#:**

Proposed Action:

Attachment(s):

None