City of Opa-locka

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

COMMUNITY REDEVELOPMENT AGENCY
Agenda

Tuesday, July 9, 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
July 9, 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 MINUTES 5/14/24

7. **PUBLIC COMMENTS:**

8. **RESOLUTIONS:**

   1. **A RESOLUTION OF THE BOARD OF THE OPA-LOCKA REDEVELOPMENT AGENCY ("CRA"), AUTHORIZING THE EXECUTIVE DIRECTOR TO SEEK PERMISSION AND AUTHORITY FROM THE CITY OF OPA-LOCKA TO PERFORM CERTAIN IMPROVEMENTS TO THE ROSE TYDUS PRAYER GARDEN OF UP TO A TOTAL $60,000 AND TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PROGRAM, PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE**

   2. **A RESOLUTION OF THE BOARD OF THE OPA-LOCKA REDEVELOPMENT AGENCY ("CRA"), AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A LICENSE AGREEMENT UNDER THE "COMMERCIAL REHABILITATION PROGRAM" FOR THAT CERTAIN PROPERTY LOCATED AT 901 SALIH STREET AND TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PROGRAM, PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE**

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

4. **A RESOLUTION OF THE BOARD OF THE OPA-LOCKA REDEVELOPMENT AGENCY ("CRA"), AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A LICENSE AGREEMENT UNDER THE "COMMERCIAL REHABILITATION PROGRAM" FOR PROPERTY LOCATED AT** 14532 NW 26th Ave **AND TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PROGRAM, PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE**

9. DISCUSSION ITEMS:

1. OPENING BANK ACCOUNT FOR OCRA PROJECTS

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

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

DRAFT
MEETING MINUTES
CITY OF OPA-LOCKA
COMMUNITY REDEVELOPMENT AGENCY
MAY 14, 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 6:05 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 Dr. Sherelean Bass, Board Member Joseph L. Kelley, and Board Member John Taylor. Also present were CRA Executive Director Jason Walker, Board Attorney Marlon Hill, and Board Clerk Peggy Joseph.

Absent Board Members: Board Member Natasha L. Ervin and Board Member Veronica Williams.

3. **MOMENT OF SILENCE:**

Board Member Kelley gave the Invocation.

4. **PLEDGE OF ALLEGIANCE:**

All present stood for the Pledge of Allegiance.

5. **ADD-ON ITEMS:**

CRA Executive Director Jason Walker requested that Discussion Items 1, 3, and 4 be withdrawn from tonight's Agenda. He also asked that the Board add the Rose Tydus Prayer and Butterfly Garden as a Discussion Item.

Motion made by Board Member Kelley, seconded by Board Member Dr. Bass, to make the changes the Director mentioned. In a roll call vote, the **motion** passed unanimously (5-0).

6. **APPROVAL OF MINUTES:**

- **OCRA Regular Meeting Minutes – March 12, 2024**

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

7. **PUBLIC COMMENTS:**

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

8. **RESOLUTIONS:**

   1. **A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY (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.**

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

Mr. Walker explained that the Thriving Together program would introduce a community garden by planting fruit trees and vegetables on residents' properties. The program meets Objective #5 of Opa-locka's Redevelopment Plan.

Brian Noyes, 801 NW 67th Avenue, Plantation, Florida, founder of Greenspace Initiatives, gave an overview of the proposed program, which is designed to be a community-owned project. While the project begins with work by contractors, this is phased out in favor of community involvement until it becomes sustainable in perpetuity. The program seeks active feedback from the community regarding what participants desire and implements these changes. This allows the company to learn more about the community while participants receive education on what can and will be done.

The first part of the initiative focuses on beautification by planting small native butterfly gardens throughout the City. This will use roughly 10 to 20 plants, including colorful flowers. The gardens may be created in medians, rights-of-way, schools, and private properties.

For the food production side of the initiative, fruit trees will be planted wherever they make sense throughout the City. There will be different types of fruit trees in various locations. The community will be educated regarding the fruits' seasons, as well as when and how to harvest.

Community gardens are intended to provide social spaces, including shaded areas for children and adults. The outside will be an immersive green space, while the inside will include areas where individuals and organizations can have their own plots to grow food for personal or other use. Mr. Noyes concluded that he would eventually like to see the City create a Farmers' Market where produce can be sold, including excess produce from local farmers as well as fruits and vegetables from community gardens. The fruits and vegetables could also be donated to a food bank if that is the community's wish.

The proposed lots may be leased for three to five years, or CRA-owned lots may be used in perpetuity. Mr. Noyes reiterated that the produce can be sold or donated to a food bank or to households in need. There is also a Food Force for Schools program which coordinates school gardens.

The program will also contribute to the City's tree canopy. It was noted that the City has applied for a $40,000 tree grant which will be awarded on June 28, 2024. There is also a $75,000 grant available from Neat Streets Miami, which would require $25,000 in matching funds from the CRA. This program would also provide additional street trees.

Board Member Taylor asked if the $40,000 tree grant would add to the City's tree canopy. Mr. Noyes replied that the results of this grant will not be announced until late in June 2024. He felt the City has proposed a good mixture of canopy and fruit trees as well as community involvement. There are several other tree grant programs available to which the City can apply.

Board Member Taylor advised that there is a federal resiliency program to which the City has never previously applied. Mr. Noyes stated that he can look into multiple sources of funding from the County to the state and federal levels. He emphasized the importance of trees in mitigating the "heat island" effect as well as providing an opportunity to grow food.

Chair Russell asked if the program would supply homeowners with fruit or canopy trees and/or vegetables to grow in their yards as well. Mr. Noyes replied that the initiative for homeowners is designed to give them everything they need to grow vegetables in their front yards, which will also serve as a beautification effort. They will be provided with an automatic water timer, efficient irrigation tubing, compost, mulch, soil, seeds and potting, as well as educational materials. The front yard butterfly gardens will provide colorful flowers in several shapes, sizes, and colors.

Board Member Dr. Bass recalled an incident in another Miami-Dade community in which a resident's front yard vegetable garden resulted in an issue. Mr. Noyes advised that front yard vegetable gardens may no longer be prohibited in Florida.

Chair Russell asked if the CRA is waiting for grant dollars to be awarded or if they may implement the proposed program sooner. Mr. Walker replied that the recommendation is to implement the program now, and the City has already begun applying for grants.

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

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.**

Board Attorney Marlon Hill noted that this Resolution also includes a not-to-exceed amount of $60,000, as reflected in Tab 2 of the Item.

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

Mr. Walker stated that this Resolution addresses the CRA's infill housing program. It is the second grant provided to Walthour Enterprises, which has already begun work on the units. He characterized this as a duplicate of Walthour Enterprises' previous grant. The grant will include a restriction of the property for up to five years which requires that it be used for workforce housing.

Chair Russell requested further information regarding the workforce restriction. Mr. Walker replied that rents cannot exceed the workforce housing rate.

Board Member Dr. Bass expressed concern that the workforce restriction would last "up to" five years. Mr. Walker replied that this can be amended to five years. Board Member Dr. Bass indicated that this would be her preference.

Mr. Walker advised that the amended time frame would be reflected in the agreement. Chair Russell confirmed that the new time frame would apply for "at least" five years.

Chair Russell also pointed out that Walthour Enterprises has already completed a project in the Magnolia North area within the timeline he had promised. Residents are already living in these units. Board Member Kelley noted that signage at the Magnolia North property indicate that the project was assisted by the CRA, and noted that

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

3. **A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR 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.**

Mr. Walker requested that Resolution 3 be amended to reflect that it is subject to the appraisal price coming in at $350,000 or more. He explained that the CRA was approached some months ago by the 10 North Group regarding a discussion they had with the previous CRA administration. That previous discussion addressed the donation of two lots on Ali Baba Avenue to the CRA. These are empty lots within a park area to the west of the Chair's office.

Mr. Walker continued that there was an existing structure in place at 2145 Ali Baba Avenue. When the property was posted for sale, the CRA contacted its owner, as they believe the subject property can be a critical site for future development within the CRA. There is a possibility that the owners of lots in the area, which include the City, the 10 North Group, and Palmetto Homes, may be able to work together with the CRA for a joint development. To this end, the CRA requests $350,000 to purchase 2145 Ali Baba Avenue, subject to the appraisal coming in at this price. If the appraisal is less than this amount, the Item will come back before the Board.

Mr. Walker also noted that this property would be one of the locations on which a sizable community garden could be developed if the CRA owns it.

Board Member Dr. Bass requested clarification of the size of the lot to which Mr. Walker referred. Mr. Walker replied that he would provide this information before the end of tonight's meeting.

Board Member Kelley stated that he would support the Item with the proposed amendment. He emphasized that in order to improve the appearance and dynamic of the City, its land and assets must be controlled. He agreed that the subject property is a critical piece of the area.

Vice Chair Williams agreed, and requested more information on the transfer of land from 10 North Group to the City, as Mr. Walker had mentioned. Mr. Walker explained that the Chair had arranged a meeting between him, the Board Attorney, and a representative of 10 North Group to discuss this further. He was informed by 10 North Group that they were interested in transferring their two lots to the CRA solely for the purpose of creating a unified development on those parcels, also involving Palmetto Homes. He has also contacted a private property owner regarding the potential sale of another parcel, and is seeking to make contact with a second private property owner with the same intent.

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

4. **A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT 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.**

Mr. Walker explained that this program duplicates the CRA's Commercial Façade Improvement Program and replaces a previous program that included paving. It proposes substantial work on residents' homes, including installation of impact-resistant windows, roof replacement, and address of Code Enforcement violations. The request is for $1 million to fund the project with an estimated expense of roughly $40,000 per home.

Board Member Kelley requested additional information on how the proposed program would work, including how participating homes would be selected. Mr. Walker stated that the program would be operated in-house and advertised in the same manner as other programs, including the City's website. Properties within the CRA are eligible on a first come, first served basis.

Mr. Walker continued that p.4 of the Board members' backup materials includes a list of applicable improvements, including exterior painting and landscaping, façade improvements, roof and gutter repairs, plumbing repairs, and electrical repairs in addition to the repairs he had previously described for this Item. Priority would be given to residents who are unable to address Code Enforcement violations on their properties.

Mr. Walker also emphasized that the program would not apply to absentee property owners. Participating properties must be homesteaded. He concluded that if the Board wishes to use a different qualification for eligibility other than first come, first served, he was open to suggestions.

Board Member Kelley asked if there is a requirement that a property must have been homesteaded for a specific length of time. Mr. Walker explained that participants must sign an agreement requiring them to remain in the home for at least five years. If they sell the home within this time, a portion of the program will need to be paid back to the CRA. The agreement is still in development.

Board Member Taylor asked if language can be included which would give the CRA first right of refusal if a property owner in the program chose to sell the home. Board Attorney Marlon Hill replied that conditions or covenants may be attached to the agreements; however, he was not certain that first right of refusal could be applied. Mr. Walker added that this Item can be amended and brought back on the next Agenda.

Vice Chair Williams stated that she would like to prioritize senior citizens in this process. She was also in favor of including impact-resistant windows and environmentally friendly insulation, and suggested that air conditioning (AC) upgrades be included as well. She requested clarification of how the CRA may confirm that the owner would still live in the home for five years. Mr. Walker confirmed that the owner would need to validate that they reside in the home.

Board Member Dr. Bass asked if the $40,000 amount cited by the Executive Director was an approximate amount or a hard limit. Mr. Walker advised that every home's needs will be different, and confirmed that a home with work exceeding $40,000 would be brought back to the Board for approval.

Board Member Dr. Bass explained that her concern was whether or not the estimated $40,000 would include labor, materials, or both. Mr. Walker replied that it would include both. The limit would also be based upon the owner's salary. Mr. Walker confirmed that not every home would present $40,000 worth of repairs.

Mr. Walker also confirmed that priority would be given to senior citizens who plan to stay in their homes but cannot afford to make repairs. The program would also help these homeowners invest in improvements that would save them money, such as impact-resistant windows, which would reduce their insurance and utility bills. The program is intended to be similar to the CRA's Commercial Façade Improvement Program in that the CRA will accept bids from contractors on the work. The CRA will oversee this process unless the homeowner wishes to assume this responsibility.

There was a concern regarding the option of allowing homeowners to select their own contractors. Mr. Walker pointed out, however, that this was a legal preference. The CRA's agreement with the property owners includes a clause holding the CRA harmless if they select the contractors.

Chair Russell also asserted that senior citizens living in the CRA area should receive priority under this program. She added that a five-year requirement for them to live in the home was concerning, as the work itself may take up to one year. Mr. Walker advised that this time frame would begin after completed permits have been issued.

Chair Russell also asked what might happen if the homeowner passes away during the five-year period and the home is inherited by their heirs. Mr. Walker replied that the heirs would be subject to the same five-year covenant.

Chair Russell recalled that when the CRA had undertaken a rental assistance program, she had heard the community perception that people who really needed help may not have been aware of the opportunity or were not comfortable allowing work to be done in their homes. She emphasized that the CRA may wish to hold “town hall” -style meetings as well as advertising, and that outreach should clarify the boundaries of the CRA so homeowners are aware of whether or not they are eligible for the program.

Mr. Walker clarified that there would be differences in the program’s agreements – for example, if a house is painted, there would not be a five-year restriction on the sale of that house. The five-year restriction would apply to properties in which the amount invested is closer to $40,000.

Chair Russell requested that the Board members receive monthly or quarterly updates on the homes selected for this program, as they can help disseminate information to the community. She recommended including areas within the CRA in which no improvements have previously been made.

Board Member Taylor suggested that the covenant agreement also ensure that participating homes will include signage indicating it has been assisted by the Opa-locka CRA, and that the signage must remain in that property’s yard for the duration of the project as well as three months afterward.

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

Board Member Kelley left the meeting at 6:53 p.m.

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.**

Mr. Walker requested the following amendments to the Resolution: the purchase price should be listed at $1,650,000, and the purchase would also be subject to the appraised value.

Mr. Walker noted that the two appraisals for these properties have taken longer than expected. When he requested a figure to be proposed to the Board as the purchase price, he was quoted the $1,650,000 cited above. He reiterated that the Resolution would also be amended subject to receipt of the appraisal.

Vice Chair Williams commented that the purchase of the subject properties would be able to transform Downtown Opa-locka, and thanked Mr. Walker for his action on this Item. Board Member Taylor also expressed enthusiasm for the prospective purchase.

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

Mr. Walker requested clarification that the **motion** included the two amendments he had described for the Item, including the stated amount and the receipt of appraisal. This inclusion was confirmed.

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.**

Mr. Walker recalled that when Florida Strategic Partners, LLC had originally been engaged to provide Executive Director services, it was for a six-month period intended to end in February 2024. He explained that for purposes of auditing and state compliance, the contract is being extended since that date.

Florida Strategic Partners, LLC has also worked with the City's Human Resources Department to begin the process of finding a permanent Executive Director. They have also begun seeking a permanent Program Manager and CRA Manager. It is hoped that candidates for these positions can be brought forward within the next three to four months.

Mr. Walker pointed out that the CRA continues to save money on its Executive Director service contract, as the City is not paying insurance costs, taxes, or other benefits for Florida Strategic Partners, LLC. However, he emphasized the importance of selecting a permanent rather than interim Executive Director.

Board Member Dr. Bass requested clarification of the length of the extension. Mr. Walker replied that the Board Attorney had written the extension until December 2024.

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

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 TO THE OFFICE OF THE CITY CLERK TO THE CRA, AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Walker advised that since August 2023, the City Clerk has maintained the CRA's records in an appropriate manner; however, she is now stepping back from that responsibility, as there had been no formal agreement for her payment. The CRA is now responsible for paying the City Clerk for this provision of services. The transfer of $15,000 will be for services rendered to the CRA between August 2023 and tonight's meeting. Board Clerk Peggy Joseph will serve as CRA Clerk going forward.

Chair Russell emphasized the Board's appreciation for the City Clerk's services over the last several months, as well as for her training of the new Board Clerk.

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

9. **DISCUSSION ITEMS:**

- **Add-on Item: Rose Tydus Prayer and Butterfly Garden**

Mr. Walker recalled that earlier in the week, former City Commissioner Rose Tydus had sent an email to several individuals requesting an update on the status of this garden. He explained that there is a portion of City-owned land which was named in honor of Ms. Tydus. In June 2023, the CRA passed a Resolution in which Fairchild Botanical Garden was asked to curate this space on the CRA's and the City's behalf.

In July 2023, Fairchild Tropical Botanic Garden sent a letter to the former CRA Executive Director which advised that certain infrastructure changes needed to be made before they could begin work on the garden. This included sprinklers, electrical lighting, fencing, and other features or necessities.

When Florida Strategic Partners, LLC began their work as Executive Director, they communicated with Fairchild Tropical Botanic Garden on this topic. Mr. Walker recalled that in his first meeting with the CRA Board in September 2023, the garden, and what should be done with it, was an Agenda Item. This included the items Fairchild had indicated were necessary for them to work on the garden. Mr. Walker also clarified that the garden itself is not located on CRA property, but is part of a City park.

Mr. Walker recalled that he had asked the City Manager how the CRA should proceed with regard to the property, pointing out that if the CRA hires a contractor, the City would need to give the contractor permission to work on City property. Alternatively, the City could provide the CRA with a scope of work and pricing.

There was no further discussion of the Item during the next few months, and Ms. Tydus had requested updates from the CRA during that time. Mr. Walker met with the City Manager once again to discuss the Item and reiterated his earlier points.

Mr. Walker advised that it would be inaccurate for a City official to suggest that this issue had never been brought to the City administration's attention. The CRA can still assist the City "in any way possible," either by transferring the money or by receiving permission to move forward with the work on City land. Thus far, he has only been authorized to pay Fairchild Tropical Botanic Gardens for their work, which cannot begin until infrastructure work is complete.

Mr. Walker noted that he has met with Board Member Dr. Bass as well as with Dr. Bass and Ms. Tydus to resolve this issue, and have determined a way forward.

Board Member Dr. Bass thanked all who participated in working toward the goal of honoring Ms. Tydus with the garden. She requested additional patience from Ms. Tydus, emphasizing that the CRA will work with the City to ensure the garden becomes a reality.

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

This Item was withdrawn from the Agenda.

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

Chair Russell stated that she would recuse herself from voting upon this Item due to a perceived conflict. She ceded the gavel to Vice Chair Williams and left the dais at this time.

It was noted that in the Chair's absence, the Board would no longer have a quorum. It was also noted that the Executive Director may be able to take action on the Item without a vote from the Board.

Aaron McKinney, 690 Lincoln Road, Miami Beach, representing Integral Florida, stated that this is a request for demolition. His company is redeveloping the former Jacksonville Maternity Ward and asks for partial demolition, as there is currently a structure on the site which slightly obstructs construction of a parking lot. The company is seeking to offset costs and requests $25,000 from the CRA to assist them with the cost of demolition. Additional details were provided in the Board members' agenda packets.

Board Member Taylor requested clarification of whether the CRA was being asked to perform the demolition or transfer the funds. It was explained that the requested amount would be a reimbursement to Integral Florida, which has already covered the cost of demolition.

Mr. Walker requested that Mr. McKinney submit a letter requesting reimbursement and he could reimburse the costs.

Chair Russell rejoined the meeting at this time and resumed the role of Chair.

3. **TREE GRANT UPDATE**

This Item was withdrawn from the Agenda.

4. **CHINESE RESTAURANT**

This Item was withdrawn from the Agenda.

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

This Item was not addressed.

10. BOARD COMMENTS:

Board Member Taylor emphasized the importance of signage which identifies the work of the Opa-locka CRA within the community. Mr. Walker noted that even more signage is expected in the coming weeks, and reviewed some of the improvements that have already been made or are pending in the CRA.

Mr. Walker also advised that a special CRA Board meeting may be called to approve agreements for additional locations.

Samuel Hippolyte, representing Florida International University, stated that he has been assigned to the City of Opa-locka as part of a public health program to assist members of the community, particularly those who may not have health insurance. The program offers them the opportunity of visiting a mobile health unit.

11. ADJOURNMENT:

The meeting was adjourned at 7:27 p.m.

ATTEST:

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Marlon A. Hill, Esq. Board Attorney

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Peggy Joseph, CRA Board Clerk

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Jannie Russell, CRA Board Chair

RESOLUTION NO. 24-__________

A RESOLUTION OF THE BOARD OF THE OPA-LOCKA REDEVELOPTMENT AGENCY ("CRA"), AUTHORIZING THE EXECUTIVE DIRECTOR TO SEEK PERMISSION AND AUTHORITY FROM THE CITY OF OPA-LOCKA TO PERFORM CERTAIN IMPROVEMENTS TO THE ROSE TYDUS PRAYER GARDEN OF UP TO A TOTAL $60,000 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, the City of Opa-Locka has jurisdiction over the maintenance of that property, known as the Rose Tydus Prayer Garden, located in the City of Opa-Locka, Florida (collectively, the "Garden"); and

WHEREAS, the City shall grant permission to the OCRA and the OCRA's authorized contractors and consultants to enter into the Garden for the purpose of completing certain improvements (the "Garden 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. Garden Improvements: The City shall grant permission to the CRA and its authorized contractors, to enter the Garden for conducting certain improvements, as stipulated in Exhibit "A" (collectively, the "Garden Improvements").

Section 3. Contractors: The CRA shall seek engagement of qualified contractors to deliver services for the Garden Improvements.

Section 4. Monitoring and Evaluation: The City and CRA shall establish a process for evaluating the delivery and quality of the implemented Garden Improvements, with regular reviews to ensure continuity in any contemplated maintenance 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) ____________

EXHIBIT "A"
GARDEN IMPROVEMENTS

Butterfly Garden
City of Opa Locka


Wild coffee
Psychotria nervosa


Simpson's stopper
Myrcianthes fragans


Myrsine
Myrsine cubana


Jamaican caper
Quadrella jamaicensis

Shrubs for mixed hedge


Spanish Stopper
Eugenia foetida


Silver teabush
Melochia tomentosa


Marlberry
Ardisia escallonioides


Cocoplum
Chrysobalnus icaco


Firebush
Hamelia patens

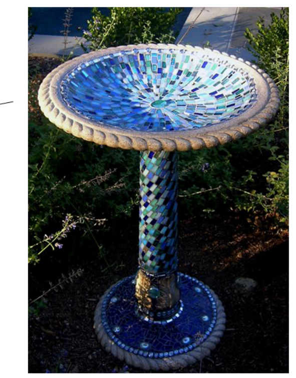

Little strongbark
Bourreria cassinifolia


Bahama senna
Senna mexicana var. Chapmanii

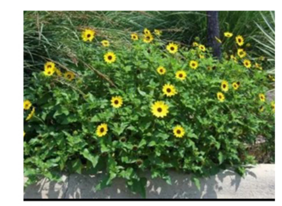
Shrubs and groundcovers


Gamagrass
Tripsacum floridanum


Coontie
Zamia integrifolia


Moorish inspired bird bath- bird bath should be a shallow plate with running water.

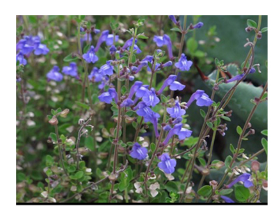

Goldenrod
Solidago Sempervivens


Beach sunflower
Helianthus debilis


Yellowtop
Flaveria linearis


Tickseed
Coreopsis floridana

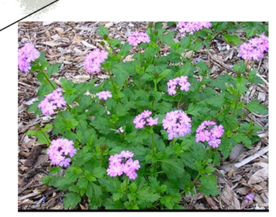
Nectaring flowers


Havana skullcap
Scutellaria havanensis

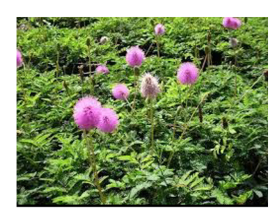

Porterweed
Stachytarpheta jamaicensis


Yellow necklacepod
Sophora tomentosa


Wild sage/lantana
Lantana involucrata


Beach verbena
Glandularia maritima


Coral honeysuckle
Lonicera sempervirens


Mimosa
Mimosa strigillosa


Scale leaf aster
Symphyotrichum adnatum


Swamp milkweed
Asclepias perennis


Pineland lantana
Lantana depressa

Client: City of Opa- Locka
Address: Sharazad Blvd & Caliph St
Project: Butterfly garden

Mauricio Gonzalez
ISA FL- 9922A
FNGL- H93-12496
FFLP

NaMa
Native Landscapes
305.713.3596
305.303.4429

1630 SW 17 terrace
Miami, FL, 33145
namanatives@gmail.com
www.namaprojects.com

NATIVE LANDSCAPES

Memorandum

To: Opa-Locka Community Redevelopment Agency Board Members

From: Opa-Locka Community Redevelopment Agency

Date: 07/03/2024

Subject: Resolution: Authorization for Improvements to the Rose Tydus Prayer Garden

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Background

The Opa-Locka Community Redevelopment Agency (CRA) is dedicated to the revitalization and sustainable development of the Opa-Locka community. The Rose Tydus Prayer Garden, located within the City of Opa-Locka, has been identified for improvements to enhance its utility and aesthetic appeal for the community.

Purpose of the Resolution:

Resolution seeks to authorize the Executive Director of the Opa-Locka CRA to seek permission from the City of Opa-Locka to perform certain improvements to the Rose Tydus Prayer Garden, with a budget not to exceed $60,000. This initiative will involve executing all necessary documents to facilitate the program.

Incorporation of Recitals:

The recitals in the preamble of the resolution are incorporated by reference.

Authorization for Garden Improvements:

The City of Opa-Locka will grant permission to the CRA and its authorized contractors and consultants to enter the Rose Tydus Prayer Garden to carry out specified improvements as detailed in Exhibit "A".

Engagement of Contractors:

The CRA will engage qualified contractors to deliver the services necessary for the Garden Improvements.

Monitoring and Evaluation:

A process will be established for evaluating the delivery and quality of the implemented improvements, with regular reviews to ensure continuity and address any maintenance needs.

Memorandum

Effective Date:

This resolution will take effect immediately upon adoption.

Conclusion

The authorization of this resolution is crucial for the commencement of the improvement program for the Rose Tydus Prayer Garden. This project aligns with the CRA's mission to foster community revitalization and serves both municipal and public purposes, consistent with the CRA's Redevelopment Plan and the requirements of Chapter 163 of Florida Statutes.

RESOLUTION NO. 24-__________

A RESOLUTION OF THE BOARD OF THE OPA-LOCKA REDEVELOPTMENT AGENCY ("CRA"), AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A LICENSE AGREEMENT UNDER THE "COMMERCIAL REHABILITATION PROGRAM" FOR THAT CERTAIN PROPERTY LOCATED AT 901 SALIH STREET 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 at 940 Bahman Avenue 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 commercial property improvements (the "Commercial Property 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. Licensed Property Improvements: The City shall seek a license from the Licensed Property to permit the CRA to conduct certain commercial property improvements for the renovation of the Licensed Property of up to a total of **$_100,000__________________**.

Section 3. Contractors: The CRA shall seek engagement of qualified contractors to deliver services for the Commercial Property Improvements.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this______day of________________, 2024.

____
Jannie Russell, OCRA Chair

Attest to:

Approved as to form and legal sufficiency:

____
Jason Walker
Director

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

Moved by: ______________________________

Seconded by: ___________________________

<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) ____________

LICENSE AGREEMENT BETWEEN _New Generation Missionary Baptist Church
AND
THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY
FOR THE
CONSTRUCTION OF FAÇADE IMPROVEMENTS

This License Agreement (hereinafter "Agreement") is made the____ day of _________, 2024 ("Effective Date"), between _Ranzer Thomas, Sr.__ (hereinafter "PROPERTY OWNER") and the OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, a public agency created pursuant to Charter 163, Part III, of the Florida Statutes (hereafter "OCRA").

W I T N E S S E T H:

WHEREAS, Property Owner owns and controls real property that is located at _901 SALIH Street___, Opa-Locka, Florida, which is within the OCRA's Community Redevelopment Area (the "Licensed Property"); and

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

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

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

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

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

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

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

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

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

5.1 It shall be the OCRA's responsibility and obligation to ensure that the Licensed Property is stabilized so as to be able to accept the expected weight and resulting stresses of the materials, debris, equipment, and machinery to be used by the OCRA on the Licensed Property, so that such materials, debris, equipment, and machinery can be installed safely and as intended.

5.2 All personnel of OCRA and any contractors which at any time use the Licensed Property shall be suitably trained in safety and precautionary techniques and procedures. All use of the Licensed Property shall be conducted in a safe manner. Appropriate supervisory personnel and contractors shall be on the Licensed Property at any time that any debris, equipment, or machinery is moving thereon, and active supervision shall take place during such periods.

5.3 PROPERTY OWNER agrees that all personal property and materials placed upon the Licensed Property shall remain the property of the PROPERTY OWNER, and once a final inspection is performed and completed that the PROPERTY OWNER shall be responsible for the maintenance and replacement of the Façade Improvements. OCRA shall have no responsibility or liability for damage to the real property and Façade Improvements.

5.4 PROPERTY OWNER agrees, to the extent permitted by law, and subject to the limitations of Section 768.28, Fla.Stat., to defend, indemnify, and hold the OCRA harmless for any claims, damages, costs, or liabilities, with respect to any activity on the Licensed Property pursuant to this Agreement.

5.5 Any contractor utilizing the Licensed Property shall indemnify, and hold the PROPERTY OWNER and the OCRA harmless for any claims, damages, costs or liabilities, including court costs and reasonable attorney's fees and paralegal expenses at both the trial and appellate levels resulting from utilization of the Licensed Property. Any contractor utilizing the Licensed Property shall provide appropriate insurance acceptable to the OCRA naming the OCRA and the Property Owner as additional insureds.

5.6 The PROPERTY OWNER and any contractor utilizing the OCRA property in conjunction with the of the Licensed Property agrees not to cause or permit any Hazardous Materials to be disposed of, on, in, under or about the Licensed Property, and the OCRA shall insure that no refueling of any gasoline or diesel products, as well as the storage or placement of any Hazardous Materials will take place on the Licensed Property. The OCRA and its contractors utilizing the

Licensed Property shall not discharge Hazardous Materials or wastes into or through any sanitary sewer or trash facilities serving the Licensed Property.

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

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

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

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

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

PROPERTY OWNER: _Ranzer Thomas, Sr.___
_901 SALIH St_______________

Opa-Locka, FL 33054
Telephone No. (305) 389-3308

OPA-LOCKA CRA: Jason Walker, Executive Director
Opa-Locka CRA

____
Telephone No. (561) 493-2550

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

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

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

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

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

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

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

PROPERTY OWNER

(NEED PROPERTY OWNER SIGNATURE BLOCK)

OPA-LOCKA COMMUNITY
REDEVELOPMENT AGENCY

BY: ______________________________
Jason Walker, Executive Director

ATTEST:

____

Print Name: ____________________

I HEREBY APPROVE THIS AGREEMENT
AS TO FORM:

____
General Counsel

EXHIBIT "A"

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

EXHIBIT "B"

LIST OF CONTRACTORS AND CONSULTANTS WORKING ON PROPERTY

CRA Business Incentive & Assistance Application

Applicant Contact Information			
Business Name	New Generation Missionary Baptist Church		
Contact Name	Ranzer A. Thomas, Sr.; Jacqueline Robbins		
Mailing Address	940 Caliph Street Opa Locka, FL 33054		
Telephone	305-389-3308; 561-309-8359		
Fax	N/A		
Email	revranzer@gmail.com; ngmbc@newgenerationmbc.org		
Property Ownership and Corporation Information			
Corporation Name	New Generation Missionary Baptist Church, Inc.		
Mailing Address	940 Caliph Street Opa Locka, FL 33054		
Corporation Officers & Titles	Ranzer A. Thomas, President; Rhonda M. Thomas, Secretary; Andrea Thomas, Treasurer		
Date & State of Incorporation	07/01/1996; Florida		
Tax ID#	65-0684373		
Project Location & Scope			
Project Address	901 Salih Street, Opa Locka, FL 33054		
Folio#	08-2121-003-0050	Year Built	1926
Total ~~Retail~~ (Sq. Ft.)	8,313 (two adjoining structures)	Leased Retail (Sq. Ft.)	N/A
Description of the business	New Generation Missionary Baptist Church, Inc. is a nonprofit organization that serves the city of Opa Locka and surrounding areas by providing high quality Christian education, leadership, counseling and encouragement to our members and the community at large.		
Grant narrative, including Scope of Work for entire project. (Attach separately if needed)	For decades, Opa-locka's historic Egyptian temple, originally constructed in 1926 to be the Opa-locka Bank, has served as a house of worship since 1930. In recent memory, and prior to our acquisition of the property, which also includes a house of worship called "The Sanctuary" as well as a school facility, the temple has been vacant and unoccupied. Previous attempts had been made to begin modernizing the structure and outfitting it to today's standards, but those efforts were also abandoned, leaving us with the tremendous task of bringing this facility back to life and for a very intentional public purpose. Our congregation would like for this historic structure to be fully restored and to serve as a movie theater/ multi-purpose rental facility that would be tentatively called The Screening Room at The Temple. Members of the community, as well as those on the outside, would be able to rent the space for meetings, movie screenings, and other types of special events. We would make it clear our intention to offer the space to the Opa-locka community at a lower rate than others, and on special occasions be free to use, allowing this to once again contribute to the downtown business landscape. Bringing life back into this treasured National Register of Historic Place landmark is paramount for Opa-locka's historic narrative, as it is the last significant historic structure in our downtown that dates back to the city's founding.		
Estimated Costs for entire project	**$274,965 (phase I of II)** Not included: MEP plans and related work, AV equipment and screening set up, interior design		
Estimated Start Date	Summer 2024	Estimated Completion Date	Spring 2025

Scope of CRA-Funding Request

Description of Item	Estimated Cost
PHASE 1	
1. New Exterior Impact Windows	1. $ 56,000
2. Full Roof Replacement (tongue & groove)	2. $114,000
3. Interior Demo, Debris Removal and Disposal	3. $ 26,395
4. Structural Engineering of Roof, HVAC, Rafter System (addressing existing collapsed and compromised roof systems)	4. $ 29,570
5. Stucco Repair, Painting, Weather Proofing of Exterior	5. $ 27,000
6. Exterior Impact Doors - One Double, Two (3) Single	6. $ 14,500
7. As-Built Architectural Drawings and Schematic and Structural Design	7. $ 7,500
8. **PHASE 2 (FIGURES TBD - ESTIMATED: $150,000)**	8.
9. Mechanical, Electrical, Plumbing Drawings Mechanical Contractor	9.
10. Electrical Contractor Plumber HVAC Interior Fit-and-Finish (blank interior with minimal work other than stripping floors, polishing, drywall in wings of building only)	10.
TOTAL **$274,965**	

Acknowledgements

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

Sign / Print Name of Business Owner / Date

Ranzer A. Thomas, Sr. / Ranzer A. Thomas, Sr./01-23-24

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

Sign / Print Name of Property Owner / Date

Ranzer A. Thomas, Sr. / Ranzer A. Thomas, Sr./01-23-24

Memorandum

To: Opa-Locka Community Redevelopment Agency Board Members

From: Opa-Locka Community Redevelopment Agency

Date:

Subject: Resolution No. 24- Authorization to Enter into a License Agreement for Property at 901 Salih St

Introduction

This memorandum serves to provide an overview and justification for the proposed Resolution No. 24, which authorizes the Executive Director to enter into a license agreement under the “Commercial Rehabilitation Program” for the property located at 901 Salih St. The resolution is essential for advancing our community redevelopment efforts and achieving the objectives set forth in the CRA's Redevelopment Plan.

Background

The Opa-Locka Community Redevelopment Agency (CRA) is dedicated to the revitalization and sustainable development of the Opa-Locka community. In line with this commitment, we have identified the property at 901 Salih St as a key site for commercial rehabilitation under our "Commercial Rehabilitation Program."

Key Points of the Resolution

Property Location and Purpose: The resolution pertains to the property located at 901 Salih St, Opa-Locka, Florida. The purpose of the license agreement is to authorize the CRA and its designated contractors to conduct commercial property improvements on the said property.

License Agreement: The resolution authorizes the Executive Director to seek a license from the property owners, granting the CRA access to the property for improvement activities. This agreement is crucial for implementing the planned rehabilitation projects.

Commercial Property Improvements: The improvements will be carried out to enhance the commercial viability and aesthetic appeal of the property, contributing to the overall redevelopment goals of the CRA.

Consistency with Redevelopment Plan: The proposed improvements are consistent with the CRA’s Redevelopment Plan and the requirements of Chapter 163 of the Florida

Memorandum

Statutes: The program supports both municipal and public purposes by fostering economic development and community revitalization.

Contractor Engagement: The resolution also mandates the engagement of qualified contractors to ensure the successful execution of the rehabilitation work.

Financial Implications

The resolution includes a provision for allocating necessary resources for the implementation of the program. The specific budget for the improvements will be determined and included in the license agreement.

Conclusion

The adoption of Resolution No. 24- __ is a critical step in our ongoing efforts to revitalize the Opa-Locka community. The authorization to enter into a license agreement for the property at 901 Salih St will facilitate significant commercial property improvements, thereby contributing to the economic and aesthetic development of the area.

Recommendation

I recommend that the Board of Directors approve Resolution No. 24-__, authorizing the Executive Director to enter into a license agreement for the property at 901 Salih St and take all necessary steps to implement the commercial rehabilitation program.

RESOLUTION NO. 24-___

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

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, as a prerequisite to carrying out redevelopment activities for the fiscal year commencing October 1, 2023 and ending September 30, 2024 ("FY 2023-2024"), it is required that the Opa-locka CRA's Board approve and adopt the annual General Operating and Tax Increment Fund Budget ("Budget"), attached and incorporated as Exhibit "A'; and

WHEREAS, pursuant to Interlocal Agreements a copy of the Opa-locka CRA's budget is required to be transmitted to Miami-Dade County; and

WHEREAS, all the expenses included in the Budget are in accordance with state law, the Interlocal Agreement, and the Agency's Redevelopment Plan;

WHEREAS, the Opa-Lock CRA Board wishes to reallocate all respective line items of salaried positions to professional services in the Budget attached in Exhibit "A"; and

WHEREAS, the Opa-locka CRA Board wishes to approve and adopt the amended Opa-locka CRA's Budget for FY2023-2024 as set forth in Exhibit "A".

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 hereby approves, amends and adopts the amended Opa-locka Community Redevelopment Agency's Proposed General Operating and Tax Increment Fund Budget for the Fiscal Year Commencing October 1, 2023 and Ending September 30, 2024, reallocating certain salaried positions to professional services, as set forth in Exhibit "A".

SECTION 3. INSTRUCTIONS TO EXECUTIVE DIRECTOR.

The Interim Executive Director is directed to transmit a copy of said budget, as amended, to the City of Opa-locka and State of Florida oversight board.

SECTION 4. SEVERABILITY.

If any section, subsection, clause or provision of this Resolution is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

SECTION 5. CONFLICT.

All sections or parts of sections of the applicable City of Opa-locka resolution currently in place in conflict herewith are intended to be rescinded and repealed to the extent of such conflict.

SECTION 6. SCRIVENER'S ERRORS

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the Opa-locka Community Redevelopment Agency Interim Executive Director, or designee, without need of public hearing, by filing a corrected copy of same with the Opa-locka Community Redevelopment Agency Secretary.

SECTION 7. EFFECTIVE DATE

This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED AND ADOPTED this ______ day of ____________, 2024.

____
Jannie Russell
OCRA Chair

ATTEST:

____
Jason Walker
Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

____
OCRA Attorney

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) ___________

	CRA	FY 24 - Budget Amendment #2		
ACCT	Account Title	Amended Through BA #1	Budget Amend #2	Amended Through BA #2
180	**REVENUES**			
311110	City Tax Increment Revenue	1,512,442		1,512,442
311120	County Tax Increment Revenue	736,755	1	736,756
	Total Tax Increment Revenue	2,249,197	1	2,249,198
383010	Fund Balance Carryover - Prior Year	4,713,883		4,713,883
361100	Interest Earnings	-		-
369900	Misc. Revenue	50,000		50,000
	(A) REVENUE TOTAL	7,013,080	1	7,013,081
77	**EXPENDITURES**			
515110	Salaries - Executive	-		-
515120	Salaries - Regular	234,878	(145,057)	89,821
515130	Salaries - Part-Time	-	-	-
515140	Salaries - Overtime	500	(500)	-
	Total Salaries	235,378	(145,557)	89,821
	Benefits			
515210	FICA	18,007	(17,179)	828
515220	Retirement	31,941	(26,080)	5,861
515230	Life And Health Insurance	19,060	(19,007)	53
	Total Benefits	69,008	(62,266)	6,742
	Total Compensation	304,386	(207,823)	96,563
	Administrative Expenditures:			
515320	Accounting & Audits	50,000		50,000
515492	Advertising & Notices	6,000		6,000
515401	Local Travel	2,000		2,000
515341	County Admin Fee 1.5%	11,051	8,438	19,489
515391	Administrative Fees (City)	5,000		5,000
515448	Occupancy (City)	5,000		5,000
515442	Insurance (City)	10,000		10,000
515493	General Expense	-	1,775	1,775
515510	Office Supplies	1,500		1,500
515420	Postage/FedEx/Courier	2,000		2,000
515342	Minutes Processing	3,000		3,000
515540	Membership Dues	2,750		2,750
515343	State Admin Fee	2,000	(1,775)	225
	(B) Subtotal Adm. Exp	100,301	8,438	108,739
	Operating Expenditures:			
513470	Printing & Binding	5,000		5,000
515480	Marketing/Promotional Events/Positionir	80,000	-	80,000
515400	Out of Town Travel	12,000		12,000
515547	Conferences & Meetings	5,000		5,000
515541	Education	5,000		5,000
514370	Legal Services/Court Costs	85,000		85,000
515312	Professional Services	165,000	145,057	310,057
515542	Apprenticeship Training	-		-
515548	Home Improvement Assist	150,000		150,000
515544	Commercial Grants	1,000,000		1,000,000
515549	Mirco Business Grants	250,000		250,000
515545	Home Ownership / Rental Assistance	90,000		90,000
515340	Other Contracted Services	100,000	54,329	154,329
	Total Operating Expenditures	1,947,000	199,386	2,146,386

	CRA	FY 24 - Budget Amendment #2		
ACCT	Account Title	Amended Through BA #1	Budget Amend #2	Amended Through BA #2
	CAPITAL PROJECTS - Grants & Other			
5776001	Development Assistance	800,000		800,000
	Carryover Budgeted Grants	-		-
5776002	Farmers Market	-		-
5776003	Community Policing	-		-
5776004	Art in Public Places	200,000		200,000
5776005	Housing Initiatives	250,000		250,000
	Carryover Budgeted Grants/Housing	-		-
	Total Cap Projects - Grants & Other	1,250,000	-	1,250,000
	CAPITAL PROJECTS - Infrastructure			
	Capital Maintenance			-
	Capital/Infrastructure	3,336,393	-	3,336,393
	Carryover Funds for Budgted Proj.			
	Total Cap Projects - Infrastructure	3,336,393	-	3,336,393
	(C) Total Operating. Expense + Capital	6,938,080	1	6,938,081
581950	**(D) Reserve/Contingency**	75,000		75,000
	EXPENDITURE TOTAL (B+C+D)	7,013,080	1	7,013,081
	YEAR-END CARRY-OVER	-	-	-
	CAPITAL PROJECTS			
515604	Facades	-		-
5776006	Historic Building Renovations	-		-
541838	Park Fences	50,000		50,000
515601	Street Scapes	200,000		200,000
5776007	Park Amenities	150,000		150,000
519621	Building Purchase	2,936,392		2,936,392
5776008	Signage / Marquees	-		-
	Total Project Dollars:	3,336,393	-	3,336,393

Memorandum

To: Opa-Locka Community Redevelopment Agency Board Members

From: Opa-Locka Community Redevelopment Agency

Date: 07/03/2024

Subject: Resolution: Adoption of the Amended Annual Budget for Fiscal Year 2024

Background

The Opa-Locka Community Redevelopment Agency (OCRA) has the responsibility of executing community redevelopment projects within the Opa-Locka Redevelopment Area. To ensure these activities are conducted effectively, the annual General Operating and Tax Increment Fund Budget must be approved and adopted by the Board.

Purpose of the Resolution:

Resolution seeks to amend and adopt the Opa-Locka CRA's Proposed General Operating and Tax Increment Fund Budget for the fiscal year commencing October 1, 2023, and ending September 30, 2024. The key amendment involves reallocating budgeted funds from salaried positions to professional services. This change reflects the CRA's current operational structure, where all staff positions are filled by consultants rather than permanent employees.

Conclusion

The adoption of this amended budget is crucial for aligning the financial plan with the current operational strategy of utilizing consultants for all staffing needs. This change ensures the efficient allocation of resources and compliance with state law and interlocal agreements.

RESOLUTION NO. 24-__________

A RESOLUTION OF THE BOARD OF THE OPA-LOCKA REDEVELOPTMENT AGENCY ("CRA"), AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A LICENSE AGREEMENT UNDER THE "COMMERCIAL REHABILITATION PROGRAM" FOR THAT CERTAIN PROPERTY 14532 NW 26th Ave 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 at 14532 NW 26th Ave 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 commercial property improvements (the "Commercial Property 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. Licensed Property Improvements: The City shall seek a license from the Licensed Property to permit the CRA to conduct certain commercial property improvements for the renovation of the Licensed Property of up to a total of $_**100,000**__________________.

Section 3. Contractors: The CRA shall seek engagement of qualified contractors to deliver services for the Commercial Property Improvements.

Section 4. 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) ____________

LICENSE AGREEMENT BETWEEN Tommy Cycle, LLC
AND
THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY
FOR THE
CONSTRUCTION OF FAÇADE IMPROVEMENTS

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

W I T N E S S E T H:

WHEREAS, Property Owner owns and controls real property that is located at 14532 NW 26th Ave, Opa-Locka, Florida, which is within the OCRA's Community Redevelopment Area (the "Licensed Property"); and

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

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

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

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

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

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

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

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

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

5.1 It shall be the OCRA's responsibility and obligation to ensure that the Licensed Property is stabilized so as to be able to accept the expected weight and resulting stresses of the materials, debris, equipment, and machinery to be used by the OCRA on the Licensed Property, so that such materials, debris, equipment, and machinery can be installed safely and as intended.

5.2 All personnel of OCRA and any contractors which at any time use the Licensed Property shall be suitably trained in safety and precautionary techniques and procedures. All use of the Licensed Property shall be conducted in a safe manner. Appropriate supervisory personnel and contractors shall be on the Licensed Property at any time that any debris, equipment, or machinery is moving thereon, and active supervision shall take place during such periods.

5.3 PROPERTY OWNER agrees that all personal property and materials placed upon the Licensed Property shall remain the property of the PROPERTY OWNER, and once a final inspection is performed and completed that the PROPERTY OWNER shall be responsible for the maintenance and replacement of the Façade Improvements. OCRA shall have no responsibility or liability for damage to the real property and Façade Improvements.

5.4 PROPERTY OWNER agrees, to the extent permitted by law, and subject to the limitations of Section 768.28, Fla.Stat., to defend, indemnify, and hold the OCRA harmless for any claims, damages, costs, or liabilities, with respect to any activity on the Licensed Property pursuant to this Agreement.

5.5 Any contractor utilizing the Licensed Property shall indemnify, and hold the PROPERTY OWNER and the OCRA harmless for any claims, damages, costs or liabilities, including court costs and reasonable attorney's fees and paralegal expenses at both the trial and appellate levels resulting from utilization of the Licensed Property. Any contractor utilizing the Licensed Property shall provide appropriate insurance acceptable to the OCRA naming the OCRA and the Property Owner as additional insureds.

5.6 The PROPERTY OWNER and any contractor utilizing the OCRA property in conjunction with the of the Licensed Property agrees not to cause or permit any Hazardous Materials to be disposed of, on, in, under or about the Licensed Property, and the OCRA shall insure that no refueling of any gasoline or diesel products, as well as the storage or placement of any Hazardous Materials will take place on the Licensed Property. The OCRA and its contractors utilizing the

Licensed Property shall not discharge Hazardous Materials or wastes into or through any sanitary sewer or trash facilities serving the Licensed Property.

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

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

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

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

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

PROPERTY OWNER: Patrick Hines_______

14532 NW 26th Ave_____

Opa Locka, FL 33054____
Telephone No. (305) 542-3533

OPA-LOCKA CRA: Jason Walker, Executive Director
Opa-Locka CRA
____
Telephone No. (561) 493-2550

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

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

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

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

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

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

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

PROPERTY OWNER

(NEED PROPERTY OWNER SIGNATURE BLOCK)

OPA-LOCKA COMMUNITY
REDEVELOPMENT AGENCY

BY: ______________________________
Jason Walker, Executive Director

ATTEST:

____

Print Name: _____________________

I HEREBY APPROVE THIS AGREEMENT
AS TO FORM:

____
General Counsel

EXHIBIT "A"

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

EXHIBIT "B"

LIST OF CONTRACTORS AND CONSULTANTS WORKING ON PROPERTY

CRA Business Incentive & Assistance Application

Applicant Contact Information			
Business Name	Tommy Cycle, LLC		
Contact Name	Patrick Hines		
Mailing Address	14532 NW 26 AVE Opa-Locka FL 33056		
Telephone	305 688-1990		
Fax	786 344 1730 (Cell)		
Email	tommycycleinc@gmail.com		
Property Ownership and Corporation Information			
Corporation Name	Tommy Cycle, LLC		
Mailing Address	14532 NW 26 AVE Opa-Locka FL 33054		
Corporation Officers & Titles	Patrick Hines, Owner		
Date & State of Incorporation	6·18·2001		
Tax ID#	65-1116308		
Project Location & Scope			
Project Address	14532 NW 26 AVE Opa-Locka 33054		
Folio#	08-2122-002-0060	Year Built	1959
Total Retail (Sq. Ft.)	5994	Leased Retail (Sq. Ft.)	
Description of the business			
Grant narrative, including Scope of Work for entire project. (Attach separately if needed)			
Estimated Costs for entire project			
Estimated Start Date		Estimated Completion Date	

Scope of CRA-Funding Request

Description of Item	Estimated Cost
1. Sign	1. 3000.00
2. Large Fan	2. 2000.00
3. Repave parking lot	3. 4000.00
4. insulation in ceiling	4. 4000.00
5. Paint Exterior	5. 5000.00
6. Repair Over head doors	6. 1000.00
7. Over head Awing	7. 5000
8. Insalion of ceiling	8. 5000
9. Repair Drnage System	9. 10,000
10.	10.
TOTAL	

Acknowledgements

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

Sign / Print Name of Business Owner / Date

[signature] / 6/3/24

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

Sign / Print Name of Property Owner / Date

[signature] / 6/3/24

Memorandum

To: Opa-Locka Community Redevelopment Agency Board Members

From: Opa-Locka Community Redevelopment Agency

Date: 07/03/2024

Subject: Resolution: Authorization to Enter into a License Agreement for Property at 14532 NW 26th Ave

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Introduction

This memorandum serves to provide an overview and justification for the proposed Resolution, which authorizes the Executive Director to enter into a license agreement under the “Commercial Rehabilitation Program” for the property located at 14532 NW 26th Ave. The resolution is essential for advancing our community redevelopment efforts and achieving the objectives set forth in the CRA's Redevelopment Plan.

Background

The Opa-Locka Community Redevelopment Agency (CRA) is dedicated to the revitalization and sustainable development of the Opa-Locka community. In line with this commitment, we have identified the property at 14532 NW 26th Ave as a key site for commercial rehabilitation under our "Commercial Rehabilitation Program."

Key Points of the Resolution

Property Location and Purpose: The resolution pertains to the property located at 14532 NW 26th Ave, Opa-Locka, Florida. The purpose of the license agreement is to authorize the CRA and its designated contractors to conduct commercial property improvements on the said property.

License Agreement: The resolution authorizes the Executive Director to seek a license from the property owners, granting the CRA access to the property for improvement activities. This agreement is crucial for implementing the planned rehabilitation projects.

Commercial Property Improvements: The improvements will be carried out to enhance the commercial viability and aesthetic appeal of the property, contributing to the overall redevelopment goals of the CRA.

Consistency with Redevelopment Plan: The proposed improvements are consistent with the CRA’s Redevelopment Plan and the requirements of Chapter 163 of the Florida

Memorandum

Statutes: The program supports both municipal and public purposes by fostering economic development and community revitalization.

Contractor Engagement: The resolution also mandates the engagement of qualified contractors to ensure the successful execution of the rehabilitation work.

Financial Implications

The resolution includes a provision for allocating necessary resources for the implementation of the program. The specific budget for the improvements will be determined and included in the license agreement.

Conclusion

The adoption of Resolution is a critical step in our ongoing efforts to revitalize the Opa-Locka community. The authorization to enter into a license agreement for the property at 14532 NW 26th Ave will facilitate significant commercial property improvements, thereby contributing to the economic and aesthetic development of the area.

Recommendation

I recommend that the Board of Directors approve Resolution, authorizing the Executive Director to enter into a license agreement for the property at 14532 NW 26th Ave and take all necessary steps to implement the commercial rehabilitation program.

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:	July 9, 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