City of Opa-locka

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

COMMUNITY REDEVELOPMENT AGENCY
Agenda

Tuesday, November 12, 2024
6:00 PM

CITY OF OPA-LOCKA

"The city of bright opportunities"

AGENDA
COMMUNITY REDEVELOPMENT AGENCY
November 12, 2024
6:00 PM

1. **CALL TO ORDER:**

2. **ROLL CALL:**

3. **MOMENT OF SILENCE:**

4. **PLEDGE OF ALLEGIANCE:**

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

6. **APPROVAL OF MINUTES:**

   9/26 MINUTES

7. **PUBLIC COMMENTS:**

8. **RESOLUTIONS**

   1. **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 1710 NW 151 STREET, 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 PROPERTY LOCATED AT 14905 NW 22ND AVENUE, 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 REDEVELOPMENT AGENCY ("CRA"), AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A LICENSE AGREEMENT UNDER THE "COMMERCIAL REHABILITATION PROGRAM" FOR PROPERTY LOCATED AT 14975 NW 22ND AVENUE, AND TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PROGRAM, PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE**

4. **A RESOLUTION OF THE 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 14500 NW 27TH AVENUE, 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 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 14561 NW 27th AVENUE, AND TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PROGRAM, PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE**

6. **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 854 ALI BABA AVENUE, AND TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PROGRAM, PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE**

7. **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 490 ALI BABA AVENUE, AND TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PROGRAM, PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE**

9. BOARD COMMENTS:

10. ADJOURNMENT:

11. DISCUSSION ITEMS:

1. RENTAL ASSISTANCE
   RESIDENTIAL HOME REHAB

All interested persons are invited to attend this meeting, For additional information, please contact the Opa-locka Community Redevelopment Agency Board Clerk Tiffany Dallas at 305.953.2868 ext. 1251

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
THURSDAY, SEPTEMBER 26, 2024, 6:00 P.M.

1. **CALL TO ORDER:**

Chair Russell called the City of Opa-locka Community Redevelopment Agency (CRA) Board of Directors meeting to order at 6:17 p.m. on Thursday, September 26, 2024.

2. **ROLL CALL:**

The following members of the Opa-locka Community Redevelopment Agency Board of Directors were present: Chair Jannie Russell, Vice Chair Nikisha Williams, 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 Dr. Sherelean Bass, Board Member Natasha L. Ervin, and Board Member Veronica Williams.

3. **MOMENT OF SILENCE:**

Board Member Taylor gave the Invocation.

4. **PLEDGE OF ALLEGIANCE:**

All present recited the Pledge of Allegiance.

5. **ADD-ON ITEMS:**

None.

6. **APPROVAL OF MINUTES:**

- **OCRA Minutes 7/9/24**

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

7. **PUBLIC COMMENTS:**

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

8. **RESOLUTIONS:**

1. **A RESOLUTION OF THE BOARD OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY ("CRA"), AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A LICENSE AGREEMENT UNDER THE "COMMERCIAL REHABILITATION PROGRAM" FOR PROPERTY LOCATED AT 1100 ALI BABA AVENUE (DC2WIN RESTAURANT), AND TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PROGRAM, PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE**

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

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 PROPERTY LOCATED AT 800 ALI BABA AVENUE (BC PRINT SHOP) AND TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PROGRAM, PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE**

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

3. **A RESOLUTION OF THE BOARD OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY (OCRA), AUTHORIZING THE EXECUTIVE DIRECTOR TO FACILITATE AND EXECUTE THAT CERTAIN FAÇADE GRANT PROJECT DESIGN AND MANAGEMENT SERVICE AGREEMENT FOR THE IMPLEMENTATION OF THE "COMMERCIAL FAÇADE IMPROVEMENTS PROGRAM" AND TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PROGRAM FOR THE PROPERTY LOCATED AT 800 ALI BABA AVENUE (BC PRINT SHOP),**

PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

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

Board Member Taylor requested clarification of the amounts allocated to each of the properties participating in the Commercial Façade Improvemen Program. Mr. Walker advised that while the amounts to be granted to the businesses are not all the same, all are less than $100,000.

Chair Russell noted that the same address is listed in both Resolutions 8.2 and 8.3. Mr. Walker explained that Resolution 8.1 refers to the licensing agreement to provide the business with grant funds, while Resolution 8.3 provides the business with the option of accepting a contractor selected by the CRA or hiring a contractor on their own and accepting reimbursement for their expenses related to the project. He noted that most businesses have chosen to have a contractor assigned to them.

Chair Russell asked if the CRA incurs greater expenses by selecting a contractor for participating businesses. Mr. Walker confirmed this. He further clarified that the funds paid by the CRA to the contractor would fall under a separate line item from the Commercial Façade Improvement Program. This is why there are two separate Resolutions.

Board Member Taylor requested more information on what might happen if a contractor approaches the limit of the funds allocated to the business under the Commercial Façade Improvement Program. Mr. Walker explained that if this happened, Staff would bring the item back to the Board and advise them of the pending overage. The Board would have to authorize any overage. He emphasized that Staff is working to ensure this does not happen.

Mr. Walker continued that once the Board has approved a business's participation in the program, Staff is allowed to administer the program within the guidelines approved by the Board. This would normally mean the Executive Director does not have to come back before the Board to request approval for every application; however, due to the City's status with respect to the State Oversight Board, he will bring each application to the CRA Board for approval, including a dollar amount. Overages would also come before the Board for approval if necessary.

Board Member Taylor concluded that he was more comfortable with the CRA approving a selected contractor than with allowing businesses to select their own contractors and providing bills for reimbursement.

Mr. Walker advised that there are 16 projects in the Program, although not all of them have been assigned contractors thus far. He also noted that the CRA is looking for additional qualified contractors who may be interested in taking on some of these projects. All contractors are familiar with Opa-locka, and many have previously done business with the City.

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

Chair Russell requested that the Executive Director provide written updates on CRA programs and projects to the Board between meetings. Mr. Walker confirmed that this would be done.

4. **A RESOLUTION OF THE BOARD OF THE OPA-LOCKA REDEVELOPMENT AGENCY ("CRA"), AUTHORIZING THE EXECUTIVE DIRECTOR TO FACILITATE AND EXECUTE THAT CERTAIN FAÇADE GRANT PROJECT DESIGN AND MANAGEMENT SERVICE AGREEMENT FOR THE IMPLEMENTATION OF THE "COMMERCIAL FAÇADE IMPROVEMENTS PROGRAM" AND TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PROGRAM FOR THE PROPERTY LOCATED AT 901 SALIH STREET, PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE**

Motion made by Board Member Taylor, seconded by Board Member Kelley, to approve. Motion carried unanimously (4-0).

5. **A RESOLUTION OF THE BOARD OF THE OPA-LOCKA REDEVELOPMENT AGENCY ("CRA"), AUTHORIZING THE EXECUTIVE DIRECTOR TO FACILITATE AND EXECUTE THAT CERTAIN FAÇADE GRANT PROJECT DESIGN AND MANAGEMENT SERVICE AGREEMENT FOR THE IMPLEMENTATION OF THE "COMMERCIAL FAÇADE IMPROVEMENTS PROGRAM" AND TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PROGRAM FOR THE PROPERTY LOCATED AT 1100 ALI BABA AVENUE (DC2WIN RESTAURANT), PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE**

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

6. **A RESOLUTION OF THE BOARD OF THE OPA-LOCKA REDEVELOPMENT AGENCY ("CRA"), AUTHORIZING THE EXECUTIVE DIRECTOR TO FACILITATE AND EXECUTE THAT CERTAIN FAÇADE GRANT PROJECT DESIGN AND MANAGEMENT SERVICE AGREEMENT FOR THE IMPLEMENTATION OF THE "COMMERCIAL FAÇADE IMPROVEMENTS PROGRAM" AND TO EXECUTE ANY AND ALL**

DOCUMENTS NECESSARY TO EFFECTUATE THE PROGRAM FOR THE PROPERTY LOCATED AT 14532 NW 26TH AVENUE (TOMMY CYCLE), PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

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

Chair Russell requested that the Executive Director informally reach out to this business to remind them that they cannot allow customers to congregate on their property, as this is prohibited at all City businesses.

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

7. **A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY (OCRA) AMENDING, APPROVING AND ADOPTING THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY'S PROPOSED GENERAL OPERATING AND TAX INCREMENT FUND BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025, AS SET FORTH IN EXHIBIT "A"; DIRECTING THE INTERIM EXECUTIVE DIRECTOR TO TRANSMIT A COPY OF SAID BUDGET TO THE STATE OF FLORIDA OVERSIGHT BOARD; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE**

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

Mr. Walker recalled that the CRA's accomplishments in fiscal year (FY) 2023-2024 include the following:

- Distribution of $85,000 in rental assistance; this program has officially ended
- $120,000 provided to Palmetto Homes for the construction of two "green homes" in the CRA area
- Funds spent on the Rose Tydus Prayer Garden for electrical work, irrigation, landscaping, and lighting
- $650,000 for the purchase of the property at 14401 NW 27th Avenue
- $120,000 for two infill property grants to Walthour Enterprises

In FY 2024-2025, the CRA's projected revenue from tax increment financing (TIF) is $1.77432 million. The CRA will also receive $890,252 from Miami-Dade County. This totals $2,672,634. $4.3 million is being carried over from FY 2023-2024, most of which is unspent program money. Mr. Walker emphasized that the CRA plans to spend most of these funds in the next fiscal year, as more programs are in progress. Total revenue for FY 2024-2025 will be $7,174,479.

Another $111,699 remains in the CRA budget for administrative expenses, which include accounting, auditing, advertising notices, local travel, and other expenses. Operating expenditures are estimated at $3.3 million. Mr. Walker reviewed the following allocations:

- CRA office: $5000
- Printing and binding: $2500
- Out-of-town travel for a conference in October 2024
- Education: $5000
- Professional services, including entire CRA Staff and consultants: $351,000
- Capital grants, including the Development Assistance Grant, which addresses infill housing and rehabilitation within the CRA: $800,000
- Landscape beautification projects: $2000
- Park improvements: $250,000
- Building purchases: $1.9 million
- Green projects: $300,000
- Rose Tydus Prayer Garden improvements: $60,000

Mr. Walker further clarified that under state law, the CRA is allowed up to $530,000 for administrative costs with their budget of $2.6 million. Staff has made an effort to keep these costs low where possible.

Mr. Walker added that state law requires the CRA to reserve 10% of its TIF revenue for housing initiatives. $270,000 has been set aside for the CRA's first-time home buyer program. These funds may also be used for any additional housing initiatives created by the CRA in the future.

Board Member Taylor asked if the Development Assistance Program also falls into the category of housing initiatives. Mr. Walker confirmed that it does.

Chair Russell asked if there are plans to put more funding into the Rental Assistance Program. Mr. Walker recalled that this was never decided by the Board.

Board Member Kelley asked if the Executive Director had looked into any alternative proposals or recommendations for the Rental Assistance Program. He reminded the Board that this program had been different before the current Executive Director took charge, describing it as a more "open-ended" program with little structure. He also stated he was under the impression that the Executive Director planned to recommend changes to this program in FY 2024-2025.

Mr. Walker replied that following the Board's July 2024 meeting, Staff had looked into this possibility, as Board Member Natasha L. Ervin had indicated an interest in providing opportunities to individuals who want to move into the Opa-locka CRA area. Staff is looking at options for this type of program. He emphasized, however, that if the Board wishes to start a new cycle of the Rental Assistance Program, that can be done.

Board Member Kelley felt that the program is still necessary, as many residents have housing needs and concerns. He suggested that this program be brought back as a budget amendment, funded at a lower amount than the previously existing program, with amended criteria to be determined before the program is revived. He suggested that a new version of this program could begin in January 2025 once the Board has approved changes.

Board Member Taylor agreed with Board Member Kelley, but recalled that there had also been discussion of rolling out a Home Improvement Assistance Program in the 2024-2025 budget. Mr. Walker confirmed that the budget includes this program under Account 515548 at a funding level of $500,000.

Chair Russell recommended that the CRA's Rental Assistance Program be capped at $50,000 in FY 2024-2025. She further clarified that she was not in favor of providing additional assistance to residents who participated in the first Rental Assistance Program, and agreed that some funds in this program should be set aside for individuals who would like to move into the CRA area.

Mr. Walker confirmed that he would bring information on the next phase of the Rental Assistance Program back to the Board before it is implemented. He cautioned, however, that providing assistance for people moving into the CRA may be complicated, as it may be difficult to limit assistance to residents who already live in Opa-locka and hope to move into the CRA. The federal Fair Housing Act may require that outside residents also be allowed to take advantage of the program. Mr. Walker concluded that Staff will draft an updated Rental Assistance Program and allocate funds to it in FY 2024-2025.

Mr. Walker emphasized that the CRA budget is a living document which can be changed at any time. He reminded the Board Members that the proposed budget carries over more than $4 million from the previous year, which means there are sufficient funds to implement more programs through budget amendments.

Mr. Walker also clarified that the funds allocated to the Rose Tydus Prayer Garden are being carried over from FY 2023-2024.

Chair Russell recalled that a shade canopy is missing from Ingram Park, and suggested that the CRA allocate funds to its replacement. She pointed out that Ingram Park is not strictly designated as a park facility, which makes it more difficult to secure money for improvements to that facility. Board Member Kelley suggested that this Item be brought back to the Board with an estimated cost.

Chair Russell added that the addition of other amenities at Ingram Park would help encourage residents to use that facility.

Board Member Taylor asked if it would be possible for the CRA to “adopt” Ingram Park in its entirety for redevelopment, even though it is not within the CRA boundaries. Mr. Walker explained that Ingram Park falls under the jurisdiction of the City Commission.

Board Attorney Marlon Hill advised that the CRA may be able to sponsor an inter-local agreement between the City and the CRA. Mr. Walker advised that he can reach out to the City Manager’s Office to pass along the Board’s recommendations for the park.

Vice Chair Williams recalled that the Board had previously discussed hiring a Code Enforcement Officer specifically for the CRA, and asked if this is included in the proposed budget. Mr. Walker replied that this individual has not yet been hired, but noted that their salary would fall under the line item of Other Contractual Services. He has not yet received a determination on this position from Code Enforcement.

Chair Williams also requested clarification of the line item reflecting funds allocated for the improvement of purchased properties. She also asked if the budget should include revenue from rental, since the CRA is considering renting at least one of its buildings to a tenant. Mr. Walker replied that a rental revenue line item could be added, explaining that work has already been done on one of these properties. Funds are allocated for these improvements under the Commercial Grant Improvement Program. He characterized this as the CRA granting funds to itself, recalling that the improvements thus far have cost roughly $7000.

Vice Chair Williams asked if the Executive Director anticipated revenue from renting the space to a tenant. Mr. Walker advised that he did not expect the CRA to receive any revenue in FY 2024-2025, as its owned properties are in need of significant improvements.

Chair Russell requested clarification of improvements listed under streetscapes, asking if these are for a particular area of the CRA or throughout. Mr. Walker replied that he would need to gather more information and provide an answer at a later date. Chair Russell commented that the Magnolia North area in particular is in need of lighting for both its streets and a children’s park.

Chair Russell also asked if the Executive Director is familiar with the City’s Downtown Master Plan, on which the CRA Board had some input. She suggested that the CRA may be able to fund some of the projects listed in that Plan. Mr. Walker replied that he would look up this document.

Board Member Kelley agreed that there are aspects of the Downtown Master Plan which the CRA may be able to undertake. He suggested that the Board consider scheduling a workshop to consider potential recommendations for the Downtown area, pointing out that aside from City Hall, no improvements have been made by the City.

Board Attorney Marlon Hill proposed that the CRA consider scheduling a joint meeting with the City Commission to determine any strategies on which they may be able to partner, as both entities have mutual interests. Board Member Kelley emphasized that a workshop or regular meeting should first be held by the CRA Board before involving the City so the Board is aware of what can be done under the CRA's jurisdiction. He felt the CRA may need to purchase additional properties in order to achieve the results they want for the Downtown area.

Board Member Taylor also spoke in favor of a strategic planning session or roundtable discussion by the CRA Board before the new year. Board Member Kelley added that following this session, the Board will be able to prepare for a joint session with the City to clarify what the CRA can do for the Downtown area. He emphasized the importance of the CRA taking action to further develop this part of the City.

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

Motion made by Board Member Taylor, seconded by Board Member Kelley, to add Resolution Number 2410-B to tonight's Agenda.

Mr. Walker advised that this Resolution may be assigned a different Resolution number in the future.

In a roll call vote, the **motion** passed unanimously.

8. **A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE ISSUANCE OF PURCHASE ORDERS FOR THE ENGAGEMENT OF CONTRACTOR EMPLOYEES PURSUANT TO THE APPROVED FISCAL BUDGET OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY AND ADMINISTRATIVE OFFICE AND PROJECT MANAGEMENT FUNCTIONS, IN AN AMOUNT NOT TO EXCEED CERTAIN BUDGETARY ALLOCATIONS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE**

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

9. **A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE EXECUTIVE DIRECTOR AND CRA ATTORNEY TO CONDUCT THE PURCHASE OF PROPERTIES LOCATED AT 391 OPA-LOCKA BOULEVARD AND 879 FISHERMAN STREET, TO**

INCLUDE PREPARING TITLE WORK TO COMPLETE THE TRANSACTIONS.

Board Attorney Hill noted that this Resolution is currently known as Resolution 2410-B, but reiterated that it may be assigned a different number in the future.

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

Board Member Kelley requested additional information on this Item from the Executive Director. Mr. Walker explained that the Board approved the purchases addressed by the Resolution in May 2024, having authorized the Executive Director to enter into a contract with the seller of 391 Opa-locka Boulevard; however, the process of dealing with the seller has been difficult since the beginning of the process.

In May 2024, a contract to purchase the property was signed and sent from the CRA to the seller; however, the seller did not sign this contract until August 2024. Mr. Walker pointed out that all dates related to due diligence had been negotiated with the expectation that the contract would be signed in May. For this reason, the CRA needs to provide a new approval date, which can be no later than September 26, 2024. If this is not done, negotiations would have to begin anew.

Mr. Walker continued that environmental information on the property was only recently received, and there are further questions that need to be answered on this topic, necessitating an extension. The CRA is now asked to approve the contract with both signatures, with the due diligence process to continue.

Board Member Taylor asked if there have been any changes since the original Resolution approved by the Board in May 2024. Mr. Walker confirmed that there are no changes aside from the dates.

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

9. **DISCUSSION ITEMS:**

    1. EXTENSION OF LIFE

This Item was not addressed.

    2. UPDATES ON PROPERTIES

Chair Russell asked if the Board members or Executive Director were aware of any additional Downtown Opa-locka properties which are for sale. Mr. Walker replied that he was not aware of any such properties at this time. Board Member Kelley advised that he would send the Executive Director the address of a property which may be available for purchase.

3. ROSE TYDUS PRAYER GARDEN

This Item was addressed as part of the CRA 2024-2025 budget.

10. BOARD COMMENTS:

Board Member Taylor reiterated his support for Board Member Kelley's recommendation that the Board hold a strategic planning session. He proposed that this session be held before calendar year 2025.

11. ADJOURNMENT:

The meeting was adjourned at 7:17 p.m.

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 PROPERTY LOCATED AT 1710 NW 151 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 1710 NW 151 Street 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 $100,000.00.

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 November, 2024.

____
Jannie Russell, OCRA Chair

Attest to: Approved as to form and legal sufficiency:

________________________________ ____
Peggy Joseph
OCRA Clerk

Weiss Serota Helfman Cole & Bierman, P.L.

Moved by: ______________________________

Seconded by: ___________________________

VOTE:

Board Member Bass	______________
Board Member Ervin	______________
Board Member Kelley	______________
Board Member Taylor	______________
Board Member Williams	______________
Board Member Williams	______________
Chairperson Russell	______________

LICENSE AGREEMENT BETWEEN A & T Traders Inc.
AND
THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY
FOR THE
CONSTRUCTION OF FAÇADE IMPROVEMENTS

This License Agreement (hereinafter "Agreement") is made the 20 day of September 2024 ("Effective Date"), between A & T Traders Inc (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 1710 NW 151 ST, 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: A&T Traders Inc.
1710 NW 151 ST

Opa-locka, FL 33054
Telephone No. (305) 300-1267

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: Tracy Thompkins

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			
Contact Name	Tracy Thompkins		
Mailing Address	17501 N.W 54 AVE Miami FL 33055		
Telephone	305 300-1267		
Fax			
Email	tracythompkins@att.net		
Property Ownership and Corporation Information			
Corporation Name	A+T Traders Inc		
Mailing Address			
Corporation Officers & Titles	Tracy Thompkins / PD		
Date & State of Incorporation	11-17-1999		
Tax ID#	65-0521152		
Project Location & Scope			
Project Address	1710 N.W 151 St		
Folio# 08-2122-000-0400	~~08-2122~~	Year Built 1960	1960
Total Retail (Sq. Ft.)	2254	Leased Retail (Sq. Ft.)	2254
Description of the business	Convenience Store		
Grant narrative, including Scope of Work for entire project. (Attach separately if needed)	Install Grease Trap Paint Building New Roof Repair Parking Lot Black Top + Stripe		
Estimated Costs for entire project	$ 28,000		
Estimated Start Date	9-15-24	Estimated Completion Date	11-30-24

Scope of CRA Funding Request	
Description of Item	Estimated Cost
1. InStall Grease Trap	1.$ 8560, co
2. Paint Building	2.$ 2500. co
3. New Roof	3.$ 12,500.
4. Repair + Black Top and Stripe Parking Lot	4.$ 4500
5.	5.
6.	6.
7.	7.
8.	8.
9.	9.
10.	10.
TOTAL	$28000.00

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

____________________ / ____________________________________

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 7-29-24

Tracy Thompkins / [signature]

Memorandum

To: Opa-Locka Community Redevelopment Agency Board Members

From: Opa-Locka Community Redevelopment Agency

Date: 11/07/2024

Subject: Resolution: Authorization to Enter into a License Agreement for Property at 1710 NW 151st Street

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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 1710 NW 151st Street. 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 1710 NW 151st Street 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 1710 NW 151st Street, 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 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 funding for this program will come from budget line item 515544 - Commercial Grants.

Conclusion

The adoption of the 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 1710 NW 151st Street 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 the Resolution authorizing the Executive Director to enter into a license agreement for the property at 1710 NW 151st Street and take all necessary steps to implement the commercial rehabilitation program.

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 PROPERTY LOCATED AT 14905 NW 22ND AVENUE, 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 14905 NW 22nd 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 $100,000.00.

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 November, 2024.

____
Jannie Russell, OCRA Chair

Attest to:

____
Peggy Joseph
OCRA Clerk

Approved as to form and legal sufficiency:

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

Moved by: ______________________________

Seconded by: ___________________________

VOTE:

Board Member Bass	_______________
Board Member Ervin	_______________
Board Member Kelley	_______________
Board Member Taylor	_______________
Board Member Williams	_______________
Board Member Williams	_______________
Chairperson Russell	_______________

CRA Business Incentive & Assistance Application

Applicant Contact Information	
Business Name	
Contact Name	Tracy Thompkins
Mailing Address	17501 N.W 54 AVE Miami FL 33055
Telephone	305 300-1267
Fax	
Email	tracythompkins@att.net

Property Ownership and Corporation Information	
Corporation Name	A+T Traders Inc
Mailing Address	17501 N.W 54 AVE Miami FL 33055
Corporation Officers & Titles	Tracy Thompkins PD
Date & State of Incorporation	11-17-1999
Tax ID#	65-0521152

Project Location & Scope			
Project Address	14905 N.W 22 AVE Opa-Locka FL 33054		
Folio# 08-2122-003-0390		Year Built 1953	
Total Retail (Sq. Ft.)	2670	Leased Retail (Sq. Ft.)	2670
Description of the business	Restaurant, Beauty Suites Residential		
Grant narrative, including Scope of Work for entire project. (Attach separately if needed)	Paint Building Repair Signage Upgrade Grease Trap Change Existing windows + Doors to Impact Fix AC, New Roof		
Estimated Costs for entire project	$ 61 500.00		
Estimated Start Date	9-15-24	Estimated Completion Date	12-1-24

Scope of CRA Funding Request

Description of Item	Estimated Cost
1. Paint Building	1. $4000.00
2. Repair Signage	2. $2000.00
3. Grease Trap	3. $8500.00
4. Windows + Doors	4. $25000.00
5. AC	5. $7000.00
6. New Roof	6. $15000.00
7.	7.
8.	8.
9.	9.
10.	10.
TOTAL	$61,500.00

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

_______________________ / ____

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 7-29-24

Tracy Thompkins / [signature]

LICENSE AGREEMENT BETWEEN A & T Traders Inc.
AND
THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY
FOR THE
CONSTRUCTION OF FAÇADE IMPROVEMENTS

This License Agreement (hereinafter "Agreement") is made the 20 day of September 2024 ("Effective Date"), between A & T Traders Inc (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 14905 NW 22 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: A&T Traders Inc.
14905 NW 22 Ave

Opa-locka, FL 33054
Telephone No. (305) 300-1267

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: Tracy Thompkins

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

Memorandum

To: Opa-Locka Community Redevelopment Agency Board Members

From: Opa-Locka Community Redevelopment Agency

Date: 11/07/2024

Subject: Resolution: Authorization to Enter into a License Agreement for Property at 14975 NW 22nd Ave

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 14975 NW 22nd 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 14975 NW 22nd 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 14975 NW 22nd 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 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 funding for this program will come from budget line item 515544 - Commercial Grants.

Conclusion

The adoption of the 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 14975 NW 22nd 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 the Resolution authorizing the Executive Director to enter into a license agreement for the property at 14975 NW 22nd Ave and take all necessary steps to implement the commercial rehabilitation program.

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 PROPERTY LOCATED AT 14975 NW 22ND AVENUE, 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 14975 NW 22nd 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 $100,000.00.

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 November, 2024.

____
Jannie Russell, OCRA Chair

Attest to:

____
Peggy Joseph
OCRA Clerk

Approved as to form and legal sufficiency:

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

Moved by: ______________________________

Seconded by: ___________________________

VOTE:

Board Member Bass	________________
Board Member Ervin	________________
Board Member Kelley	________________
Board Member Taylor	________________
Board Member Williams	________________
Board Member Williams	________________
Chairperson Russell	________________

LICENSE AGREEMENT BETWEEN A & T Traders Inc.
AND
THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY
FOR THE
CONSTRUCTION OF FAÇADE IMPROVEMENTS

This License Agreement (hereinafter "Agreement") is made the 20 day of September 2024 ("Effective Date"), between A & T Traders Inc (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 14975 NW 22 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: A&T Traders Inc.
14975 NW 22 Ave

Opa-locka, FL 33054
Telephone No. (305) 300-1267

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: Tracy Thompkins

I HEREBY APPROVE THIS AGREEMENT
AS TO FORM:

____
General Counsel

EXHIBIT "A"

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

CRA Business Incentive & Assistance Application

Applicant Contact Information	
Business Name	
Contact Name	Tracy Thompkins
Mailing Address	17501 N.W 54 AVE Miami FL 33055
Telephone	305 300-1267
Fax	
Email	tracythompkins

Property Ownership and Corporation Information	
Corporation Name	A+T Traders Inc
Mailing Address	17501 N.W 54 AVE Miami FL 33055
Corporation Officers & Titles	Tracy Thompkins / PD
Date & State of Incorporation	11/17/1999
Tax ID#	65-0521152

Project Location & Scope			
Project Address	14975 NW 22 AVE OPA-Locka FL.		
Folio# 08-2122-003-0360		Year Built 1953	
Total Retail (Sq. Ft.)	1950	Leased Retail (Sq. Ft.)	1950
Description of the business	Mixed use Retail / Residential		
Grant narrative, including Scope of Work for entire project. (Attach separately if needed)	Replace Roof+ Fascia Change Existing Windows + Doors to Impact, Paint Building Repair Parking Lot and Black top and Stripe		
Estimated Costs for entire project	$ 50,000.		
Estimated Start Date	8-20-2024	Estimated Completion Date	10-30-2024

Scope of CRA Funding Request	
Description of Item	Estimated Cost
1. Roof + Fascia	1. $ 15,000
2. Windows + Doors	2. $ 25,000
3. Building Paint	3. $ 4,000
4. Repair Parking Lot Black top + stripe	4. $ 6,000
5.	5.
6.	6.
7.	7.
8.	8.
9.	9.
10.	10.
TOTAL	$ 50,000

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

______________________ / ______________________________________

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 7-29-24

Tracy Thompkins / [signature]

Memorandum

To: Opa-Locka Community Redevelopment Agency Board Members

From: Opa-Locka Community Redevelopment Agency

Date: 11/07/2024

Subject: Resolution: Authorization to Enter into a License Agreement for Property at 14905 NW 22nd Ave

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 14905 NW 22nd 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 14905 NW 22nd 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 14905 NW 22nd 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 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 funding for this program will come from budget line item 515544 - Commercial Grants.

Conclusion

The adoption of the 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 14905 NW 22nd 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 the Resolution authorizing the Executive Director to enter into a license agreement for the property at 14905 NW 22nd Ave and take all necessary steps to implement the commercial rehabilitation program.

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 PROPERTY LOCATED AT 14500 NW 27TH AVENUE, 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 14500 NW 27TH 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 $100,000.00.

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 November, 2024.

____
Jannie Russell, OCRA Chair

Attest to:

Approved as to form and legal sufficiency:

____
Peggy Joseph
OCRA Clerk

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

Moved by: ____________________________

Seconded by: _________________________

VOTE:

Board Member Bass	_______________
Board Member Ervin	_______________
Board Member Kelley	_______________
Board Member Taylor	_______________
Board Member Williams	_______________
Board Member Williams	_______________
Chairperson Russell	_______________

CRA Business Incentive & Assistance Application

Applicant Contact Information			
Business Name	Got Lord Holdings LLC		
Contact Name	Baynette Burke		
Mailing Address	1691 N.W 189 Terr Miami Gardens, Fla 33169		
Telephone	786) 486-9507		
Fax			
Email	GotLordHoldings@gmail.Com		
Property Ownership and Corporation Information			
Corporation Name	GotLord Holdings LLC		
Mailing Address	1691 N.W. 189 Terr Miami Gardens, Fla 33169		
Corporation Officers & Titles	Baynette Burke		
Date & State of Incorporation	March 3, 2022		
Tax ID#	88-1307163		
Project Location & Scope			
Project Address	14500-14508 N.W 27th Ave		
Folio#	08-2121-002	Year Built 1050	
Total Retail (Sq. Ft.)	2,200 SqFT	Leased Retail (Sq. Ft.)	2,384 SqFT
Description of the business	Commerical Rental property		
Grant narrative, including Scope of Work for entire project. (Attach separately if needed)	Replace windows and Doors, painting Signage, Fence, Redo parking Lot		
Estimated Costs for entire project	126,500		
Estimated Start Date	9/2024	Estimated Completion Date	

Scope of CRA Funding Request	
Description of Item	Estimated Cost
1. Re-roof of existing built up roofs w/ above deck insulation	1. 34,500
2. MEP Repairs - Allowance	2. 9,500
3. Exterior pressue cleaning, caulkind and painting	3. 6,000
4. Interior repairs - Allowance	4. 14,750
5. Exterior parking Lot lighting and eleatrical upgrade	5. 10,000
6. Monumental sign(Including engineering designs & permits)	6. 15,000
7. Landscaping	7. 5,000
8. Mansard roof repairs (including engineerig and permits)	8. 10,000
9. Repair existing asphalt parking area and restripping	9. 5,000
10. Wrought Iron Fence	10. 5,000
11, Impact windows and doors replacement	11, 25,500
TOTAL	$140,250

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] / Baynette Burke 9.2024

I acknowledge that Tenant, Baynette Burke 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] / Baynette Burke 9.2026

LICENSE AGREEMENT BETWEEN Got Lord Holdings LLC
AND
THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY
FOR THE
CONSTRUCTION OF FAÇADE IMPROVEMENTS

This License Agreement (hereinafter "Agreement") is made the____ day of Sept, 2024 ("Effective Date"), between Raynette Burke (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:

RLB

WHEREAS, Property Owner owns and controls real property that is located at 14500 – ~~14508~~ 14510 NW 27th 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: Raynette Burke
14500 NW 27th Ave
Opa Locka, FL 33054
Telephone No. (786) 486 - 9507

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: Raynette Burke

I HEREBY APPROVE THIS AGREEMENT
AS TO FORM:

____
General Counsel

Memorandum

To: Opa-Locka Community Redevelopment Agency Board Members

From: Opa-Locka Community Redevelopment Agency

Date: 11/07/2024

Subject: Resolution: Authorization to Enter into a License Agreement for Property at 14500 NW 27th Ave

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 14500 NW 27th 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 14500 NW 27th 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 14500 NW 27th 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

Memorandum

163 of the Florida 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 funding for this program will come from budget line item 515544 - Commercial Grants.

Conclusion

The adoption of the 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 14500 NW 27th 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 the Resolution authorizing the Executive Director to enter into a license agreement for the property at 14500 NW 27th Ave and take all necessary steps to implement the commercial rehabilitation program.

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 PROPERTY LOCATED AT 14561 NW 27th AVENUE, 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 14561 NW 27th 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 $100,000.00.

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 November, 2024.

____
Jannie Russell, OCRA Chair

Attest to:

Approved as to form and legal sufficiency:

____
Peggy Joseph
OCRA Clerk

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

Moved by: ___________________________

Seconded by: ___________________________

<u>VOTE</u>:

Board Member Bass	______________
Board Member Ervin	______________
Board Member Kelley	______________
Board Member Taylor	______________
Board Member Williams	______________
Board Member Williams	______________
Chairperson Russell	______________

LICENSE AGREEMENT BETWEEN 14561 NW 27 Avenue, 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 14561 NW 27 Avenue, LLC (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 14561 NW 27th 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: 14561 NW 27 Avenue, LLC
14561 NW 27th Ave

Opa-Locka, FL 33054__________
Telephone No. (954) 298-9146___

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

PROPERTY OWNER

____

Print Name:______________________________

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

Memorandum

To: Opa-Locka Community Redevelopment Agency Board Members

From: Opa-Locka Community Redevelopment Agency

Date: 11/07/2024

Subject: Resolution: Authorization to Enter into a License Agreement for Property at 14561 NW 27th Ave

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 14561 NW 27th 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 14561 NW 27th 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 14561 NW 27th 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 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 funding for this program will come from budget line item 515544 - Commercial Grants.

Conclusion

The adoption of the 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 14561 NW 27th 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 the Resolution authorizing the Executive Director to enter into a license agreement for the property at 14561 NW 27th Ave and take all necessary steps to implement the commercial rehabilitation program.

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 PROPERTY LOCATED AT 854 ALI BABA AVENUE, 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 854 Ali Baba 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 $100,000.00.

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 November, 2024.

____
Jannie Russell, OCRA Chair

Attest to:

____
Peggy Joseph
OCRA Clerk

Approved as to form and legal sufficiency:

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

Moved by: ______________________________

Seconded by: ___________________________

VOTE:

Board Member Bass	_______________
Board Member Ervin	_______________
Board Member Kelley	_______________
Board Member Taylor	_______________
Board Member Williams	_______________
Board Member Williams	_______________
Chairperson Russell	_______________

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

This License Agreement (hereinafter "Agreement") is made the 6th day of November 2024 ("Effective Date"), between GUERSSY AZEMAR AND KATIANA ST. THOMAS (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 856 Ali Baba 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: Guerssy Azemar and Katiana St. Thomas
856 Ali Baba Ave
Opa Locka, FL 33054
Telephone No. (305) 319-0917

OPA-LOCKA CRA: Jason Walker, Executive Director
Opa-Locka CRA
780 Fisherman Street, 4th Floor,
Opa Locka, FL 33054
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

DocuSigned by:
8F30403DFD564B6...
Guerssy Azemar

Signed by:
40943A13AA34470...
Katiana St. Thomas

OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY

BY: Signed by: Jason Walker
FEFA81B4E1154E9...
Jason Walker, Executive Director

ATTEST:

Signed by:
B982F782E6554CB...
Print Name: Jerome Senior

I HEREBY APPROVE THIS AGREEMENT
AS TO FORM:

DocuSigned by: Marlon Hill
DB766BE90415412...
Marlon Hill, General Counsel

EXHIBIT "A"

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

EXHIBIT "B"

LIST OF CONTRACTORS AND CONSULTANTS WORKING ON PROPERTY

Memorandum

To: Opa-Locka Community Redevelopment Agency Board Members

From: Opa-Locka Community Redevelopment Agency

Date: 11/07/2024

Subject: Resolution: Authorization to Enter into a License Agreement for Property at 854 Ali Baba 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 854 Ali Baba 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 854 Ali Baba 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 854 Ali Baba 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 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 funding for this program will come from budget line item 515544 - Commercial Grants.

Conclusion

The adoption of the 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 854 Ali Baba 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 the Resolution authorizing the Executive Director to enter into a license agreement for the property at 854 Ali Baba Ave and take all necessary steps to implement the commercial rehabilitation program.

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 PROPERTY LOCATED AT 490 ALI BABA AVENUE, 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 490 Ali Baba 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 $100,000.00.

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 November, 2024.

____
Jannie Russell, OCRA Chair

Attest to:

____
Peggy Joseph
OCRA Clerk

Approved as to form and legal sufficiency:

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

Moved by: ______________________________

Seconded by: ___________________________

VOTE:

Board Member Bass	______________
Board Member Ervin	______________
Board Member Kelley	______________
Board Member Taylor	______________
Board Member Williams	______________
Board Member Williams	______________
Chairperson Russell	______________

Ten North Group Proposal

to the Opa-locka Community Redevelopment Agency (CRA) Board

2024-2025

Campus Improvements and Public Plaza Project

About Ten North Group

Spanning over 40 years of mission-driven vision and investments, the Ten North Group, formerly the Opa-locka Community Development Corporation (OLCDC), has made a lasting impact on Opa-locka and surrounding communities with its variety of resources, programming and affordable housing solutions.

Comprised of six subsidiaries that include family services, a CDFI / community fund, arts foundation, and others, Ten North Group has made it a priority to offer communities the opportunity to achieve equitable opportunities and wealth building. Of note, Ten North additionally offers technical assistance (coaching and development support) and lending to community small businesses.

The organization is committed to scaling its operations with the vision of a future that includes a transformative mixed-income housing development in Opa-locka called City Terrace. This project will be a major redevelopment for the historic downtown core and will include hundreds of senior, workforce and market multi-family apartments and thousands of square feet of commercial/retail, office, entertainment and arts & culture space.

Ten North Group offers year-round arts and culture programming to the public, the most significant showcase is the annual Art of Transformation, a multi-day art festival that welcomes hundreds into Opa-locka to enjoy art exhibitions, workshops, performances, culinary pop-ups and more. For the past two years, the event has garnered the attention of the world-renowned Art Basel Miami and has the status of being an official satellite site of the larger December attraction. Additionally, a key focus on programming and education is for children and youth.

Statement

Ten North Group is undergoing a reimagining of the Ali Baba Avenue corridor that is between Opa-locka and Sharazad Boulevards, hereon referred to as “The Campus.”

The Campus consists of five Ten North Group-owned parcels, three of which have existing structures on them; two of the buildings are designated historic landmarks both on the local and national registries. Two other parcels are open lots which are regularly activated for outdoor art installations, garden designs, immersive VR experiences, and pop-up events.

The largest open lot, adjacent to the Tri-Rail train tracks on the south side of Ali Baba Avenue, has been useful as an outdoor entertainment and multi-purpose area. For Art of Transformation, Ten North erects a permitted event tent with accompanying infrastructure to host performances, discussions, and exhibition space. Throughout the year, the lot also hosts food giveaways by our partners at Health in the Hood, and art demonstrations.   Ten North Group has intentions of further activating this space similar to the NoMi Village and Wynwood Walls concepts. Preliminary and recent discussions have been held with a local creative team to propose a more solidified and intentional short-term use of this space.

The two historic properties, the Seaboard Opa-locka Train Station and the Hurt Building, are being repurposed for more public accessibility. The train station is currently used for special events, meetings, parties, art exhibitions, and frequently hosts events produced by Opa-lockans. Soon, Ten North Group intends to enhance regular public accessibility by welcoming a commercial/retail presence in one half of the building, the strongest proposal of which being a coffee shop and cafe. As part of this repurposed use, we are seeking funds to help with the creation of Legacy Plaza, a redevelopment of the existing train station parking lot into a public plaza that can be enjoyed and used by the community year-round.

Ten North's other historic structure, the Hurt Building, currently serves as the headquarters for Ten North Group, and is also home to Jesse Trice Community Health Center. Seasonally, the upper-level offices are transformed into art gallery space as part of our arts foundation programs. Both the train station and the Hurt Building welcome the community's requests to use the spaces for leisure and business purposes at no or little cost.

FY2024 Immediate Business Enhancement Requests

To continue to maintain, preserve, and protect our valuable historic train station structures, Ten North Group requests financial assistance with capital improvements to the building.

The historic Opa-locka train station has long been the preferred choice for countless special events and showcases. From markets to exhibitions, workshops to themed dining experiences, there has been no shortage of exciting programs taking place in this beloved structure. Ten North Group is eager to proceed with immediate structural needs to help enhance its appearance and use, as well as address a situation of unhoused occupants making home of the area under the station platform, presenting a potential liability for both the occupants and the building.

As we continue work on plans to redesign the train station parking lot into a public plaza, Ten North are anticipates making immediate interior improvements and exterior repairs/changes to ensure the building remains open, is accessible and will be safe for all.

Train Station Improvements and Repairs

Item	Cost
Train Station - Secure lower level to deter activity/occupancy, security lighting, light pole restoration and electrical - Ten North to cover $1,000.00	$14,000
Pavilion Lot - Slab (100' x 80' - approx. $15 / sq.ft. - $80K) Ten North to Match	$40,000
Pavilion Lot - Electricity hookup (200' of line)	$5,000
Train Station - Immediate roof repair	$2,500
Train Station - Landscaping improvements on Ali Baba Avenue	$8,000
Campus security cameras to secure structures (Train, Hurt, ARC)	$12,000
Train Station (interior) - remove laminate floor and resurface concrete – Ten North to	$10,000
Train Station - Install industrial fans (2) for covered platform for outdoor event use.	$5,000
Train Station (interior) - commercial bathroom upgrades	$3,500
	$100,000

FY2025 Project Proposal

Legacy Plaza – A Centennial Public Investment

Ten North Group has commissioned an urban planning and design firm, Plusurbia, to proceed with preliminary designs and cost estimating for the transformation of the front of the historic train station, taking an existing parking lot and transforming it into a beautifully designed public plaza. This plaza, inspired by the upcoming 100th anniversary of Opa-locka's incorporation date, is being tentatively named "**Legacy Plaza.**"

The plaza would be a critical investment in the beautification of Ali Baba Avenue and will also serve as a major catalyst in redevelopment and revitalizing economic and pedestrian activity in the downtown core. Supportive of both the City of Opa-locka and Ten North Group master plans, which also considers the density and activities of the City Terrace housing development, the plaza will serve as a critical anchor for civic gathering featuring a beautifully landscaped design.

The design will include improved building access and a reconfigured ADA ramp onto the station's covered platform, which will serve as a gathering space for primary use by a future commercial/retail tenant. This area will open to a large, paved plaza that will have a central water feature, ample seating, and lush landscaping, boasting Moorish design elements. Legacy Plaza will be a natural extension of a pedestrian-friendly throughway with the vision that would lead directly into Opa-locka Tri-Rail station, a conversation Ten North is currently pursuing with executives at Tri-Rail.

This reimagined space will activate Ali Baba Avenue in a such a way that compliments the city's intention of creating pedestrian connections and beatifying the roadway, offering Opa-lockans and visitors a new and exciting public green space to leisurely enjoy.

The total estimated cost for Legacy Plaza is estimated not to exceed $750,000 ($500,000 conservatively) which includes both hard and soft costs, everything from drawings and permits to materials and landscaping. It is estimated that approximately $150,000 of this will be for greenspace, a figure Ten North intends to seek assistance with from Miami-Dade County.

(PLAZA RENDERINGS, SPECS AND DETAIL TO BE PROVIDED UPON COMPLETION)

<u>Large-Scale Event Tent</u>

For additional discussion and consideration, with the City, Ten North Group and other entities playing hosts to numerous events, continuing to attract more attendees to the community, it is strongly recommended that a large-scale event tent for community use is purchased. An investment in this type of infrastructure would greatly reduce costs and provide availability. It would be a welcomed addition to the existing inventory of tents and other equipment much needed by city commissioners, local companies, Opa-lockans, and others hosting events in the area.

Memorandum

To: Opa-Locka Community Redevelopment Agency Board Members

From: Opa-Locka Community Redevelopment Agency

Date: 11/07/2024

Subject: Resolution: Authorization to Enter into a License Agreement for Property at 490 Ali Baba Avenue

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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 490 Ali Baba Avenue. 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 490 Ali Baba Avenue 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 490 Ali Baba Avenue, 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 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 funding for this program will come from budget line item 515544 - Commercial Grants.

Conclusion

The adoption of the 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 14500 NW 27th 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 the Resolution authorizing the Executive Director to enter into a license agreement for the property at 490 Ali Baba Avenue and take all necessary steps to implement the commercial rehabilitation program.