

# City of Opa-locka

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



## **COMMUNITY REDEVELOPMENT AGENCY Agenda**

**Wednesday, January 22, 2025  
5:30 PM**

### **Opa-Locka CRA Board**

**Jannie Russell, Chair**

**Nikisha Williams, Vice Chair**

**Dr. Sherelean Bass, Board Member**

**Natasha L. Ervin, Board Member**

**Joseph L. Kelley, Board Member**

**John H. Taylor, Jr., Board Member**

**Luis B. Santiago, Board Member**

**CITY OF OPA-LOCKA**  
“The city of bright opportunities”

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**AGENDA**  
**COMMUNITY REDEVELOPMENT AGENCY**  
**January 22, 2025**  
**5:30 PM**

1. **CALL TO ORDER:**

2. **ROLL CALL:**

3. **MOMENT OF SILENCE:**

4. **PLEDGE OF ALLEGIANCE:**

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

6. **APPROVAL OF MINUTES:**

OCRA MEETING MINUTES - DECEMBER 10, 2024

7. **PUBLIC COMMENTS:**

8. **RESOLUTIONS:**

1. **A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR AND CRA ATTORNEY TO CONDUCT THE PURCHASE OF THAT CERTAIN PROPERTY LOCATED AT 240 BAHMAN AVENUE, TO INCLUDE PREPARING TITLE WORK TO COMPLETE THE TRANSACTIONS; PROVIDING FOR AN EFFECTIVE DATE.**
  
2. **A RESOLUTION OF THE BOARD OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY (OCRA), AMENDING, APPROVING AND ADOPTING AN AMENDMENT TO THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY'S PROPOSED GENERAL OPERATING AND TAX INCREMENT FUND BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025, FOR THE ALLOCATION OF CERTAIN FUNDS FOR THE PURCHASE OF THAT CERTAIN PROPERTY LOCATED AT 240 BAHMAN AVENUE, AS SET FORTH IN EXHIBIT "A"; DIRECTING THE INTERIM EXECUTIVE DIRECTOR TO TRANSMIT A COPY OF SAID AMENDED BUDGET TO THE STATE OF**

**FLORIDA OVERSIGHT BOARD; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE**

3. **A RESOLUTION OF THE BOARD OF THE OPA-LOCKA REDEVELOPMENT AGENCY ("CRA"), AUTHORIZING THE EXECUTIVE DIRECTOR TO DESIGNATE AND CONDUCT A COMMUNITY CLEAN UP DAY IN THE CRA BOUNDARY AREA, AND TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PROGRAM, PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE**
4. **A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE EXECUTIVE DIRECTOR TO ESTABLISH AND ISSUE A MICRO BUSINESS GRANT FOR THE COMMERCIAL ENHANCEMENT OF THAT CERTAIN PROPERTY LOCATED IN THE OCRA AREA HOSTING THE AWARD EXCELLENCE GROUP, AN APPRENTICESHIP PROGRAM TO FURTHER FACILITATE THE TRAINING AND DEVELOPMENT OF RESIDENTS IN THE OCRA AREA, PROVIDING FOR INCORPORATION OF RECITALS, PROVIDING FOR AN EFFECTIVE DATE.**

**9. FINANCIAL REPORT:**

**10. BOARD COMMENTS:**

**11. ADJOURNMENT:**

**All interested persons are invited to attend this meeting, For additional information, please contact the Opa-locka Community Redevelopment Agency Board Clerk Peggy Joseph at 305.953.2868 ext. 1252**

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

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



**MEETING MINUTES  
CITY OF OPA-LOCKA  
COMMUNITY REDEVELOPMENT AGENCY  
DECEMBER 10, 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 6:14 p.m. on Tuesday, December 10, 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 Natasha L. Ervin (arr. 6:19 p.m.), Board Member Joseph L. Kelley, Board Member Luis Santiago (arr. 6:37 p.m.), 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 and Board Member Veronica Williams.

**3. MOMENT OF SILENCE:**

Board Member Kelley gave the Invocation.

**4. PLEDGE OF ALLEGIANCE:**

All present recited the Pledge of Allegiance.

**5. ADD-ON ITEMS:**

CRA Executive Director Jason Walker advised that he would also discuss plans relating to the former Chinese restaurant.

**6. APPROVAL OF MINUTES:**

- **OCRA Regular Meeting – November 12, 2024**

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

## **7. PUBLIC COMMENTS:**

At this time Chair Russell opened public comment.

Elton Brown, 1151 Jann Avenue, thanked the Board for their work on the Rose Tydus Prayer Garden.

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

It was noted that further improvements are planned for the garden, with completion expected in time for a grand opening in January 2025. Board Member Kelley requested that the ceremony be held later in the day so more members of the community may attend. Vice Chair Williams echoed this request as well.

Chair Russell advised that she had heard similar concerns expressed from other residents of Opa-locka, and also supported planning the event for later in the afternoon. She and Mr. Walker would work with former City Commissioner Rose Tydus to determine the best time for the ceremony.

Board Member Ervin arrived at 6:19 p.m.

## **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 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**

Vice Chair Williams recused herself from voting upon this Item due to a conflict. She left the meeting at this time.

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

Mr. Walker advised that this Resolution addresses the Commercial Rehabilitation Program grant for the City's train station, owned by 10 North Group. The owner is providing matching funds in the amount of \$80,000 toward a pavilion, at which more events can be staged in the future. A full breakdown of planned improvements was included in the Board members' backup materials.

In a roll call vote, the **motion** passed 4-0 (Vice Chair Williams abstained).

Vice Chair Williams rejoined the meeting at this time.

## **9. DISCUSSION ITEMS:**

### **1. CHINESE RESTAURANT**

Mr. Walker advised that after, some of the Board members had contacted him to report that a fence is down on this property, it was determined to be time to begin with improvements to the exterior of the property even if no decision has been made thus far regarding the interior. As a result, the fence has been removed, the parking lot has been completed, and painting is scheduled for later this week. Landscaping improvements are also planned.

Mr. Walker continued that when the CRA took possession of the building, it was in disrepair. The interior of the building has since been cleaned and stripped. He reported that he has met with Opa-locka's Interim City Manager to discuss activation of the outside space on weekends by allowing rotating vendors to use the property until a decision has been made about how to proceed. He requested feedback from the Board members.

Board Member Taylor stated that he was in favor of this proposal, and suggested that the CRA consider adopting an outside "food hall" for the site on a temporary basis rather than allowing a rotating schedule of vendors. Mr. Walker explained that this could result in parking issues, and recommended that only one vendor at a time be permitted to use the subject property. He emphasized that the proposed use would not be for every day, but on weekends.

Mr. Walker also noted that the CRA would be selective regarding which vendors may use the property in order to ensure there is no direct competition between those vendors and existing nearby restaurants.

Board Member Ervin suggested allowing the vendor to use the property for a full weekend, Friday evening through Sunday. She also pointed out that restaurants that could directly compete with existing businesses might not be present during the same hours of operation as those existing restaurants.

Board Member Kelley was also in favor of permitting one vendor at a time to use the property. He also requested additional information about the permits or agreements that would be required between the vendor and the CRA. Mr. Walker explained that each vendor would need to secure a vendor's permit with the City. The CRA would need to document a legal agreement with that vendor which would allow them to be a temporary tenant. Proper licenses and insurances would be required.

Board Member Kelley noted that the agreement between the CRA and the vendor would need to come back to the Board for approval. He estimated that preparation for this use of the property would not begin until early in calendar year 2025.

Board Member Ervin commented that vendors may need to list the CRA as an additional insured party up to \$1 million for the duration of their event. Chair Russell agreed that this was standard procedure.

New Board member Luis Santiago arrived at 6:37 p.m.

Chair Russell noted that a "food court" setup could be successful on the site, particularly due to the diversity of the community. She also emphasized the importance of all vendors on the site having a license issued by the City, as well as insurance needs and proper cleaning of the area after each use.

Mr. Walker briefly reviewed the history of the site, recalling that the CRA took control of the former restaurant in February 2024. Since that time, no further progress has been made. There has been consideration of entering into the request for proposal (RFP) process to bring a business to the site, although the Board has not yet voted on this option.

Mr. Walker also requested additional guidance from the Board, explaining that he has met with a vendor that has sufficient resources to take over the site as another option. He concluded that the overall goal is to improve the appearance of the site and create activity there. The proposed plans for rotating vendor events on weekends would be a short-term solution until a long-term solution has been determined.

Mr. Walker added that he has also met with a new vendor that is willing to pay for all renovations to the site, as well as market-rate rent. He has advised them that they may submit an unsolicited proposal for the site, which would be reviewed by the Board. The Board may also direct the Executive Director to issue an RFP for the restaurant. Other options include subsidizing a business from within the CRA community.

Vice Chair Williams stated that she also supported the Executive Director's recommendation for the short-term use of the site. She suggested that any rotating schedule of vendors provide some consistency: for example, a given vendor may be on the site during the first or second weekend of each month. Mr. Walker proposed

consideration of allowing different vendors to use the site on a monthly rather than a weekly basis, which would give each vendor the opportunity to gain traction with customers.

Vice Chair Williams continued that because the site is in a high-traffic area, the CRA should ensure that picnic tables or other conveniences are provided on the site for customers. This could attract business from those passing by the location. She noted that any tables and chairs would need to be secured.

Vice Chair Williams continued that her recommendation for longer-term use of the site was to issue an RFP and allow the Board to review proposals.

Board Member Kelley agreed, also recommending a rotating monthly schedule rather than weekly. He advised that he was in no hurry to bring in a permanent vendor for the site until he is comfortable with a proposal. He was also in favor of issuing an RFP, which would allow the Board to consider multiple options and would provide greater transparency.

Board Member Santiago noted that the CRA's charge includes beautification as well as bringing economic development to the area. He asked if there is sufficient space on the site to accommodate food trucks. Mr. Walker clarified that only one vendor at a time would use the limited space available.

Board Member Santiago continued that he was also in favor of issuing an RFP for a long-term vendor, and also emphasized the need of ensuring that licensing and insurance requirements are in place before moving forward with the temporary proposal.

Chair Russell stated that there are vendors within the Opa-locka community which have been present for a significant time, but may currently be struggling. She suggested the plan for temporary use of the site could provide an opportunity to build up these existing businesses which are already part of the community, which is part of the CRA's charge. She concluded that she was not certain that allowing a single vendor for an entire month would be the best way to proceed.

Mr. Walker observed that there are members of the community who have helped make the CRA's efforts a success. He emphasized that these individuals within the Opa-locka community have assisted the CRA by providing funds up-front for their own projects and being reimbursed later for costs and labor.

Chair Russell reiterated that the Board may wish to consider a food court approach to the subject property, which would allow multiple smaller businesses to use the site. She pointed out that multiple smaller businesses may respond to the RFP in conjunction with one another.

Mr. Walker reported that he has met with the Interim City Manager to discuss a number of items, and he was pleased with the results of that meeting. He advised that the Interim City Manager is aware of the CRA's concerns regarding checks and payments, and he felt there was a basis for a good relationship between the CRA and the City.

Board Member Santiago asked why the CRA may take a long time to pay vendors. Chair Russell explained that this was a City rather than a CRA issue. It was further clarified that while the CRA is a separate entity from the City, its finances are handled through the City, including writing checks to contractors.

## **2. RENTAL ASSISTANCE HOME REHABILITATION PROGRAM**

Mr. Walker requested that these two Discussion Items be postponed until the January 2025 meeting.

## **10. BOARD COMMENTS:**

Mr. Walker encouraged representatives of the businesses that have been assisted by CRA grant programs to speak about their projects. [\[Audio of the meeting stopped here.\]](#)

## **11. ADJOURNMENT:**

The meeting was adjourned at 7:03 p.m.

RESOLUTION NO. 25 - \_\_\_\_\_

**A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR AND CRA ATTORNEY TO CONDUCT THE PURCHASE OF THAT CERTAIN PROPERTY LOCATED AT 240 BAHMAN AVENUE, TO INCLUDE PREPARING TITLE WORK TO COMPLETE THE TRANSACTIONS; PROVIDING FOR AN EFFECTIVE DATE.**

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

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

**WHEREAS**, the OCRA Board authorizes the Executive Director and CRA Attorney to carry-out all necessary steps to acquire the property located at 240 Bahman Avenue within 90 days of approval of this Resolution.

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

**Section 1. RECITALS**

The recitals to the preamble herein are incorporated by reference.

**Section 2. AUTHORIZATION**

The OCRA Board hereby authorizes the Executive Director and CRA Attorney to execute all documents for the purpose of completing the acquisition of that certain property located at 240 Bahman Avenue to include providing an owner title policy. The Opa-locka Community Redevelopment Agency and the Board of Directors do hereby authorize the purchase price not to exceed \$3,100,000.00, including, any related recording fees, attorney's fees, inspection fees, and other closing related expenses.

**Section 3. EFFECTIVE DATE**

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
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	(Yes) _____	(No) _____
Board Member Ervin	(Yes) _____	(No) _____
Board Member Kelley	(Yes) _____	(No) _____
Board Member Taylor	(Yes) _____	(No) _____
Board Member Santiago	(Yes) _____	(No) _____
Vice Chairwoman N. Williams	(Yes) _____	(No) _____
Chairwoman Russell	(Yes) _____	(No) _____

### Commercial Contract

1 **1. PARTIES AND PROPERTY:** Opa-Locka Community Redevelopment Agency ("Buyer")

2 agrees to buy and New Fellowship Christian Center Inc. ("Seller")

3 agrees to sell the property at:

4 Street Address: 240 Bahman Avenue, 241 Opa Locka Blvd, 291 Opa Locka Blvd and 861 Salih Street, all in Opa  
5 Locka, Florida 33054

6 Legal Description: see attached Exhibit "A"

7 \_\_\_\_\_

8 and the following Personal Property: \_\_\_\_\_

9 \_\_\_\_\_

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

11 **2. PURCHASE PRICE:** \$ 3,000,000.00

12 (a) Deposit held in escrow by: Weiss, Serota, Helfman, Cole & Bierman, PL \$ 50,000.00  
13 ("Escrow Agent") (checks are subject to actual and final collection) See Addendum

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

15 (b) Additional deposit to be made to Escrow Agent \*\* see Addendum  
16  within 3 days (~~3 days, if left blank~~) after completion of Due Diligence Period or  
17  within \_\_\_ days after Effective Date \$ 50,000.00

18 (c) Additional deposit to be made to Escrow Agent  
19  within \_\_\_ days (3 days, if left blank) after completion of Due Diligence Period or  
20  within \_\_\_ days after Effective Date \$ \_\_\_\_\_

21 (d) Total financing (see Paragraph 5) \_\_\_\_\_ \$ \_\_\_\_\_

22 (e) Other \_\_\_\_\_ \$ \_\_\_\_\_

23 (f) All deposits will be credited to the purchase price at closing.  
24 Balance to close, subject to adjustments and prorations, to be paid  
25 via wire transfer. \$ 2,900,000.00

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

28 **3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME:** Unless this offer is signed by Seller  
29 and Buyer and an executed copy delivered to all parties on or before December 20, 2024, this offer  
30 will be withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be  
31 3 days from the date the counter offer is delivered. **The "Effective Date" of this Contract is the date on which the**  
32 **last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer or**  
33 **\_\_\_\_\_.** Calendar days will be used when computing time periods, except time periods of 5  
34 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal  
35 holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next  
36 business day. **Time is of the essence in this Contract.**

37 **4. CLOSING DATE AND LOCATION:**

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

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

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

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

45 **5. THIRD PARTY FINANCING:**

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

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

72 **6. TITLE:** **Seller** has the legal capacity to and will convey marketable title to the Property by  statutory warranty  
73 deed  special warranty deed  other \_\_\_\_\_, free of liens, easements and  
74 encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants,  
75 restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other  
76 matters to which title will be subject) \_\_\_\_\_

77 \_\_\_\_\_;  
78 provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the  
79 Property as \_\_\_\_\_.

80 **(a) Evidence of Title:** The party who pays the premium for the title insurance policy will select the closing agent  
81 and pay for the title search and closing services. **Seller** will, at (check one)  **Seller's**  **Buyer's** expense and  
82 within \_\_\_\_\_ days after Effective Date or at least 20 days before Closing Date deliver to **Buyer** (check one)  
83  (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by  
84 **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase  
85 price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and  
86 **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.  (ii.) an  
87 abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm.  
88 However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed  
89 insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy  
90 exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or

**Buyer**  (\_\_\_\_\_) and **Seller** (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

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

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

102 **(c) Survey:** (check applicable provisions below)

103 (i.)  **Seller** will, within 5 days from Effective Date, deliver to **Buyer** copies of prior surveys,  
104 plans, specifications, and engineering documents, if any, and the following documents relevant to this  
105 transaction:

106 **Environmental Assessments and existing Title Policy, if any**  
107 prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this  
108 transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the  
109 date this Contract is terminated.

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

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

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

124  **(a) As Is:** **Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is"  
125 condition. **from Board Approval, see Addendum**

126  **(b) Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 30 days from ~~Effective Date~~ ("Due  
127 Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion. During the  
128 term of this Contract, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which  
129 **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural,  
130 environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision  
131 regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local,  
132 state and regional growth management and comprehensive land use plans; availability of permits, government  
133 approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground  
134 water contamination; and other inspections that **Buyer** deems appropriate. **Buyer** will deliver written notice to  
135 **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property  
136 is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property in  
137 its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the  
138 Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable  
139 notice, at a mutually agreed upon time; provided, however, that **Buyer**, its agents, contractors and assigns enter  
140 the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from  
141 losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from  
142 liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer**  
143 will not engage in any activity that could result in a mechanic's lien being filed against the Property without  
144 **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the

**Buyer** <sup>Initial</sup> ( JK ) ( ) and **Seller** ( ) ( ) acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

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

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

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

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

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

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

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

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

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

195 **(f) Foreign Investment in Real Property Tax Act (FIRPTA):** If **Seller** is a "foreign person" as defined by FIRPTA,  
196 **Seller** and **Buyer** agree to comply with Section 1445 of the Internal Revenue Code. **Seller** and **Buyer** will  
197 complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply

**Buyer** (      ) (      ) and **Seller** (      ) (      ) acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages;

198 with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or  
199 Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the  
200 withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the  
201 requirement.

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

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

219 **12. FORCE MAJEURE:** **Buyer** or **Seller** shall not be required to perform any obligation under this Contract or be liable  
220 to each other for damages so long as performance or non-performance of the obligation, or the availability of services,  
221 insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure.  
222 "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual  
223 transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the  
224 non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will  
225 be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this  
226 Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than  
227 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other  
228 and the Deposit shall be refunded to **Buyer**, thereby releasing **Buyer** and **Seller** from all further obligations under this Contract.

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

232 **14. DEFAULT:**

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

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

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

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

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

251 **17. DISCLOSURES:**

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

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

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

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

266 **18. RISK OF LOSS:**

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

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

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


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

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

294 **(a) Seller's Broker:** Align Right Realty K1 Group/Karen Lewis \_\_\_\_\_,  
295 kjfinancialfreedom@gmail.com \_\_\_\_\_,  
(Company Name) (Licensee)  
(Address, Telephone, Fax, E-mail)

296 who  is a single agent  is a transaction broker  has no brokerage relationship and who will be compensated by  
297  **Seller**  **Buyer**  both parties pursuant to  a listing agreement  other (specify) \_\_\_\_\_  
298 \_\_\_\_\_  
299 \_\_\_\_\_

300 **(b) Buyer's Broker:** none \_\_\_\_\_,  
301 \_\_\_\_\_,  
(Company Name) (Licensee)  
(Address, Telephone, Fax, E-mail)

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

302 who  is a single agent  is a transaction broker  has no brokerage relationship and who will be compensated by  
303  Seller's Broker  Seller  Buyer  both parties pursuant to  other (specify)  
304

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


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

- |   |  |   |
|---|--|---|
| 315 <input type="checkbox"/> Arbitration                    | <input type="checkbox"/> Seller Warranty                   | <input type="checkbox"/> Existing Mortgage          |
| 316 <input type="checkbox"/> Section 1031 Exchange          | <input type="checkbox"/> Coastal Construction Control Line | <input type="checkbox"/> Buyer's Attorney Approval  |
| 317 <input type="checkbox"/> Property Inspection and Repair | <input type="checkbox"/> Flood Area Hazard Zone            | <input type="checkbox"/> Seller's Attorney Approval |
| 318 <input type="checkbox"/> Seller Representations         | <input type="checkbox"/> Seller Financing                  | <input type="checkbox"/> Other _____                |

319 **23. ADDITIONAL TERMS:**

320 see Addendum No. One for Additional Terms  
321 \_\_\_\_\_  
322 \_\_\_\_\_  
323 \_\_\_\_\_  
324 \_\_\_\_\_  
325 \_\_\_\_\_  
326 \_\_\_\_\_  
327 \_\_\_\_\_  
328 \_\_\_\_\_  
329 \_\_\_\_\_

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

Buyer  (\_\_\_\_\_) and Seller (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

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

**ATTENTION: SELLER AND BUYER**

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

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

Signed by  
**Opa-Locka Community Redevelopment Agency**

*Jason Walker*

Date: 12/12/2024

FFFA81B4E1154E9...  
(Signature of Buyer)

Tax ID No.: \_\_\_\_\_

Title: By Jason Walker, Interim Director, OCRA

Telephone: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Buyer)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Typed or Printed Name of Buyer)

Tax ID No.: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Buyer's Address for purpose of notice Weiss, Serota, Helfman, Cole & Bierman, P.L. | David N. Tolces, Esquire

Facsimile: \_\_\_\_\_ Email: dtolces@wsh-law.com  
New Fellowship Christian Center Inc.

\_\_\_\_\_  
(Signature of Seller)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Typed or Printed Name of Seller)

Tax ID No.: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Seller)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Typed or Printed Name of Seller)

Tax ID No.: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Seller's Address for purpose of notice: \_\_\_\_\_

Facsimile: \_\_\_\_\_ Email: \_\_\_\_\_

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Buyer (<sup>Initial</sup> JW) (\_\_\_\_\_) and Seller (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

**Exhibit "A"**  
**Legal Description and Property Information**  
**(subject to verification by a surveyor)**

**Parcels 1 & 2**

Lots 5, 6, 7 and 8, Block 57, of the Revised Plat No. Two Opa Locka, according to the plat thereof, as recorded in Plat Book 34, Page 67, of the Public Records of Miami-Dade County, Florida

Property Address: 240 Bahman Ave, Opa Locka, FL 33054  
Folio Number: 08-2121-004-0630

Property Address: 861 Salih St, Opa Locka, FL 33054  
Folio Number: 08-2121-004-0650

**Parcel 3**

The Southwesterly 110 feet of Tract "A", Block 57, of the Second Revised Plat No. Two Opa Locka, according to the plat thereof, recorded in Plat Book 34, Page 67, formerly known as Lots 1, 2, 3 and 4, Block 57 of Revised Plat No. Two Opa Locka, recorded in Plat Book 34, Page 67, both in the Public Records of Miami-Dade County, Florida

Property Address: 241 Opa Locka Blvd, Opa Locka, FL 33054  
Folio Number: 08-2121-004-0640

**Parcel 4**

Lots 13, 14, 15 and 16, Block 57 (also known as Tract B less the NE 110 feet thereof) of the Second Revised Plat No. Two Opa Locka, according to the plat thereof, recorded in Plat Book 34, Page 67, of the Public Records of Miami-Dade County, Florida

Property Address: 291 Opa Locka Blvd, Opa Locka, FL 33054  
Folio Number: 08-2121-004-0660

Buyer's Initials:



Seller's Initials: \_\_\_\_\_

**ADDENDUM NUMBER ONE TO THAT CERTAIN COMMERCIAL CONTRACT BETWEEN NEW FELLOWSHIP CHRISTIAN CENTER INC., A FLORIDA CORPORATION, AS SELLER AND OPA- LOCKA REDEVELOPMENT AGENCY, AS BUYER**

This Addendum Number One (the "Addendum") is to be made part of and incorporated into the Commercial Contract dated as of the date hereof, ("Contract") between **NEW FELLOWSHIP CHRISTIAN CENTER INC., A FLORIDA CORPORATION ("Seller") AND OPA-LOCKA REDEVELOPMENT AGENCY ("Buyer")** for the purchase of the property legally described in Exhibit "A" attached hereto ("Property").

Buyer and Seller may each be referred to herein as a "Party" and collectively as the "Parties". The Contract and this Addendum together constitute the "Agreement".

The Seller and the Buyer agree as follows:

1. Seller acknowledges that this Contract is contingent on approval by the Board/Council of the Opa-Locka Community Redevelopment Agency Board (the "Board"). If the Board does not approve the Contract, the Contract will be null and void and any deposits paid herein will be returned to the Buyer. If the Board has not approved this Contract within 45 days from the Effective Date, the Contract shall be deemed as not approved and the Contract will be null and void and any deposits paid herein will be returned to the Buyer. Seller agrees that it shall not enter into another contract for the sale of the Property during the stated 45-day period.
2. Seller acknowledges that this Contract is contingent the appraisal. If the appraisal is not equal to or greater than the purchase price, the Buyer may terminate the Contract and any deposit shall be returned to the Buyer. Buyer must provide Seller with a copy of the completed appraisal report prior to the end of the Due Diligence Period. If Buyer fails to provide Seller with a copy of the appraisal report prior to the end of the Due Diligence Period, then Buyer waives the appraisal contingency and its right to terminate the Contract and receive the return of any deposit monies.
3. Buyer selects Weiss Serota Helfman Cole & Bierman, P.L. to act as Escrow, Title and Closing Agent. Buyer will be responsible for title and lien search reports and title insurance.
4. Buyer shall have 3 days from the Effective Date to provide written evidence, to Seller, of the request to the State of Florida, for the Initial Deposit. Buyer and Seller agree and understand the State of Florida's processing time for funds can take 15-30 business days.
5. Buyer shall have 3 days from the end of the Due Diligence period to provide written evidence, to the Seller, of the request to the State of Florida, for the Additional Deposit. Buyer and Seller agree and understand the State of Florida's processing time for funds, can take 15-30 business days.
6. The Effective Date of this Contract is the date both parties sign the Contract, provided however, that the parties acknowledge that the Buyer's signature remains contingent on Board/Council approval as set forth in this Addendum.
7. The Due Diligence Period expires 30 days after the Board Approval Period expires. Seller agrees to extend the Due Diligence Period for up to an additional 30 days for the Environmental Phase 1 and Environmental 2 Inspections, if needed by engineer.
8. Seller shall provide Buyer with copy of Lease no later than 10 days prior to the end of the Due Diligence period.
9. Seller, at Seller's cost and expense, shall be responsible to close all open permits on or before the Closing Date.
10. Closing Date will be 30 days after the Due Diligence Period expires.

BUYER (initials)     JK    

SELLER (initials) \_\_\_\_\_



IN WITNESS WHEREOF, the Buyer and the Seller have entered into this Addendum effective as of the date it is executed by Buyer and Seller, as set forth below:

**BUYER:**

Opa-Locka Community Redevelopment Agency

Signed by:  
By: Jason Walker 12/12/2024  
FEFA01B4E1154E9...

Name: Jason Walker  
Title: Interim Executive Director

**SELLER:**

**NEW FELLOWSHIP CHRISTIAN CENTER INC.,**  
a Florida corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BUYER (initials) JW

SELLER (initials) \_\_\_\_\_

**Exhibit "A"**  
**Legal Description and Property Information**  
**(subject to verification by a surveyor)**

**Parcels 1 & 2**

Lots 5, 6, 7 and 8, Block 57, of the Revised Plat No. Two Opa Locka, according to the plat thereof, as recorded in Plat Book 34, Page 67, of the Public Records of Miami-Dade County, Florida

Property Address: 240 Bahman Ave, Opa Locka, FL 33054  
Folio Number: 08-2121-004-0630

Property Address: 861 Salih St, Opa Locka, FL 33054  
Folio Number: 08-2121-004-0650

**Parcel 3**


The Southwesterly 110 feet of Tract "A", Block 57, of the Second Revised Plat No. Two Opa Locka, according to the plat thereof, recorded in Plat Book 34, Page 67, formerly known as Lots 1, 2, 3 and 4, Block 57 of Revised Plat No. Two Opa Locka, recorded in Plat Book 34, Page 67, both in the Public Records of Miami-Dade County, Florida

Property Address: 241 Opa Locka Blvd, Opa Locka, FL 33054  
Folio Number: 08-2121-004-0640

**Parcel 4**

Lots 13, 14, 15 and 16, Block 57 (also known as Tract B less the NE 110 feet thereof) of the Second Revised Plat No. Two Opa Locka, according to the plat thereof, recorded in Plat Book 34, Page 67, of the Public Records of Miami-Dade County, Florida

Property Address: 291 Opa Locka Blvd, Opa Locka, FL 33054  
Folio Number: 08-2121-004-0660

Buyer's Initials: 

Seller's Initials: \_\_\_\_\_

# Memorandum



To: Opa-Locka Community Redevelopment Agency Board Members

From: Opa-Locka Community Redevelopment Agency

Date: 01/08/2025

Subject: Resolution: Authorization to Conduct Purchase of 391 Opa-locka Blvd and 879 Fisherman St

---

## Background

The Opa-Locka Community Redevelopment Agency (CRA) continues its commitment to advancing the community redevelopment goals set forth in its Redevelopment Plan. The properties located at 391 Opa-locka Blvd and 879 Fisherman St have been identified as strategic acquisitions to further enhance redevelopment efforts within the CRA's designated area.

## Purpose

This memo seeks the Board's authorization for the Interim Executive Director and the CRA Attorney to proceed with all necessary actions to finalize the purchase of these properties. This acquisition aligns with the CRA's objective of stimulating economic development and creating opportunities for revitalization.

## Proposed Actions:

### 1. Due Diligence:

The Interim Executive Director and CRA Attorney will conduct all due diligence necessary to ensure the properties are acquired in accordance with applicable laws and CRA policies. This includes:

- a. Title searches and environmental assessments.
- b. Property appraisals and value assessments.

### 2. Negotiation and Agreement:

Authorization includes negotiating the purchase price, executing purchase agreements, and preparing any additional documentation required to complete the transaction.

### 3. Funding Allocation:

The CRA will allocate funds from its budget to cover the cost of acquisition, including all associated fees and closing costs.

### 4. Reporting:

## Memorandum



A detailed report will be presented to the Board upon completion of the purchase, outlining the transaction and its alignment with CRA objectives.

### 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 519621-Building Purchase.

### Recommendation:

The Board is requested to:

1. Approve and authorize the Interim Executive Director and CRA Attorney to proceed with the purchase of 391 Opa-locka Blvd and 879 Fisherman St.
2. Ensure that all transactions are compliant with state laws, CRA policies, and the Redevelopment Plan.

### Conclusion

Acquiring these properties represents a significant step toward achieving the CRA's redevelopment goals. It is a vital opportunity to enhance the community and promote sustainable development in Opa-Locka.

**RESOLUTION NO. 25-\_\_\_**

**A RESOLUTION OF THE BOARD OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY (OCRA), AMENDING, APPROVING AND ADOPTING AN AMENDMENT TO THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY'S PROPOSED GENERAL OPERATING AND TAX INCREMENT FUND BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025, FOR THE ALLOCATION OF CERTAIN FUNDS FOR THE PURCHASE OF THAT CERTAIN PROPERTY LOCATED AT 240 BAHMAN AVENUE, AS SET FORTH IN EXHIBIT "A"; DIRECTING THE INTERIM EXECUTIVE DIRECTOR TO TRANSMIT A COPY OF SAID AMENDED BUDGET TO THE STATE OF FLORIDA OVERSIGHT BOARD; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE**

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

**WHEREAS**, as a prerequisite to carrying out redevelopment activities for the fiscal year commencing October 1, 2024 and ending September 30, 2025 ("FY 2024-2025"), it is required that the Opa-locka CRA's Board approve and adopt the annual General Operating and Tax Increment Fund Budget ("Budget"), attached and incorporated as Exhibit "A"; and

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

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

**WHEREAS**, the Opa-Locka CRA Board wishes to allocate certain funds for the purchase of that certain property located at 240 Bahman Avenue in the Budget attached in Exhibit "A"; and

**WHEREAS**, the Opa-locka CRA Board wishes to approve and adopt the amended Opa-locka CRA's Budget for FY2024-2025 as set forth in Exhibit "A".

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

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

**SECTION 2. AUTHORIZATION**

The Board of the Opa-locka Community Redevelopment Agency hereby approves, amends and adopts the amended Opa-locka Community Redevelopment Agency's Proposed General Operating and Tax Increment Fund Budget for the Fiscal Year Commencing October 1, 2024 and Ending September 30, 2025, reallocating certain salaried positions to professional services, as set forth in Exhibit "A".

**SECTION 3. INSTRUCTIONS TO EXECUTIVE DIRECTOR.**

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

**SECTION 4. SEVERABILITY.**

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

**SECTION 5. CONFLICT.**

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

**SECTION 6. SCRIVENER'S ERRORS**

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

**SECTION 7. EFFECTIVE DATE**

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

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Jannie Russell  
OCRA Chair

ATTEST:

\_\_\_\_\_  
Peggy Joseph  
CRA CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
OCRA Attorney

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

VOTE:

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

## CRA

## FY 25 - Budget Amendment #1

ACCT	Account Title	Adopted Budget	Budget Amend #1	Amended Bgt Thru BA #1	Commentary
<b>180</b>	<b>REVENUES</b>				
311110	City Tax Increment Revenue	1,774,382		1,774,382	
311120	County Tax Increment Revenue	898,252		898,252	
	<b>Total Tax Increment Revenue</b>	<b>2,672,634</b>	<b>-</b>	<b>2,672,634</b>	
383010	Fund Balance Carryover - Prior Year	4,351,846	217,545	4,569,391	Increased prior year carryover
361100	Interest Earnings	150,000		150,000	
369900	Misc. Revenue	-		-	
	<b>(A) REVENUE TOTAL</b>	<b>7,174,480</b>	<b>217,545</b>	<b>7,392,025</b>	
	<b>Administrative Expenditures:</b>				
515320	Accounting & Audits	50,000		50,000	
515492	Advertising & Notices	6,000		6,000	
515401	Local Travel	2,000		2,000	
515341	County Admin Fee 1.5%	13,474		13,474	
515391	Administrative Fees (City)	5,000		5,000	
515448	Occupancy (City)	1,000		1,000	
515442	Insurance (City)	10,000		10,000	
515493	General Expense	2,000		2,000	
515510	Office Supplies	3,000		3,000	
515420	Postage/FedEx/Courier	2,000		2,000	
515342	Minutes Processing	2,000		2,000	
515540	Membership Dues	3,000		3,000	
515343	State Admin Fee	225		225	
515411	Telephone	2,500		2,500	
515413	Internet	2,500		2,500	
515430	Utilities	5,000		5,000	
	<b>(B) Subtotal Adm. Exp</b>	<b>109,699</b>	<b>-</b>	<b>109,699</b>	
	<b>Operating Expenditures:</b>				
513470	Printing & Binding	5,000		5,000	
515400	Out of Town Travel	15,000		15,000	
515547	Conferences & Meetings	5,000		5,000	
515541	Education	5,000		5,000	
514370	Legal Services/Court Costs	85,000		85,000	
515312	Professional Services	351,000		351,000	
515548	Home Improvement Assist	500,000	(250,000)	250,000	Adjusted budget for building purchase
515544	Commercial Grants	800,000		800,000	
515549	Mirco Business Grants	250,000	(100,000)	150,000	Adjusted budget for building purchase
515545	Home Ownership / Rental Assistance	200,000	(200,000)	-	Adjusted budget for building purchase
515340	Other Contracted Services	450,000	(216,000)	234,000	Adjusted budget for building purchase
	<b>Total Operating Expenditures</b>	<b>2,666,000</b>	<b>(766,000)</b>	<b>1,900,000</b>	
	<b>CAPITAL PROJECTS - Grants &amp; Other</b>				
5776001	Development Assistance	800,000	(800,000)	-	Adjusted budget for building purchase
5776005	Housing Initiatives	270,000	(270,000)	-	Adjusted budget for building purchase
	<b>Total Cap Projects - Grants &amp; Other</b>	<b>1,070,000</b>	<b>(1,070,000)</b>	<b>-</b>	
	<b>CAPITAL PROJECTS - Infrastructure</b>				
541461	Capital Maintenance	2,000		2,000	
	Capital/Infrastructure	3,276,781	2,053,545	5,330,326	
	<b>Total Cap Projects - Infrastructure</b>	<b>3,278,781</b>	<b>2,053,545</b>	<b>5,332,326</b>	
	<b>(C) Total Operating. Expense + Capital</b>	<b>7,124,480</b>	<b>217,545</b>	<b>7,342,025</b>	
581950	<b>(D) Reserve/Contingency</b>	<b>50,000</b>		<b>50,000</b>	
	<b>EXPENDITURE TOTAL (B+C+D)</b>	<b>7,174,480</b>	<b>217,545</b>	<b>7,392,025</b>	
	<b>YEAR-END CARRY-OVER</b>	<b>-</b>	<b>-</b>	<b>-</b>	
	<b>CAPITAL PROJECTS</b>				
515601	Streetscapes	2,000		2,000	
515605	Green Projects	300,000	(150,000)	150,000	Adjusted budget for building purchase
515606	Titus Butterfly Project	60,000		60,000	
515607	Park Amenities	250,000	(250,000)	-	Adjusted budget for building purchase
519621	Building Purchase	2,664,781	2,453,545	5,118,326	Adjusted budget for building purchase
	<b>Total Project Dollars:</b>	<b>3,276,781</b>	<b>2,053,545</b>	<b>5,330,326</b>	

# Memorandum



To: Opa-Locka Community Redevelopment Agency Board Members

From: Opa-Locka Community Redevelopment Agency

Date: 01/09/2025

Subject: Resolution: Adoption of the Amended Annual Budget for Fiscal Year 2025

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## Background:

The Opa-Locka Community Redevelopment Agency (CRA) has identified the properties at 391 Opa-locka Blvd and 879 Fisherman St as critical to advancing the goals outlined in the CRA's Redevelopment Plan. To facilitate the acquisition of these properties, it is necessary to amend the CRA's current fiscal year budget to allocate sufficient funding for their purchase, including all associated costs.

## Purpose:

This memo seeks the Board's approval for a budget amendment to allocate funds required for the purchase of the identified properties. The reallocation will ensure the CRA can proceed with the acquisitions while maintaining fiscal responsibility and alignment with redevelopment objectives.

## Justification:

- **Alignment with CRA Goals:**  
The acquisition of these properties aligns with the CRA's mission to promote economic development, improve community infrastructure, and support revitalization projects.
- **Strategic Importance:**  
These properties are located in key areas of the redevelopment district, making them essential for future projects and opportunities.
- **Fiscal Responsibility:**  
The proposed reallocation minimizes the need for additional funding while effectively utilizing existing budgeted resources.

## Memorandum



### Conclusion:

This budget amendment is a necessary step to ensure the CRA can complete the acquisition of these properties and advance its redevelopment objectives.

Your approval of this amendment is requested to proceed with this strategic initiative.

# Memorandum



To: Opa-Locka Community Redevelopment Agency Board Members

From: Opa-Locka Community Redevelopment Agency

Date: 01/09/2025

Subject: Resolution: Authorization to Designate and Conduct a Community Clean Up Day

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## Background

The Opa-Locka Community Redevelopment Agency (CRA) is committed to fostering revitalization and sustainable development within its designated boundaries. To enhance the upkeep and maintenance of the CRA area, a Community Clean Up Day has been proposed. This initiative will involve engaging community members and/or qualified contractors to conduct cleaning and maintenance activities to promote a more vibrant and welcoming community environment.

## Purpose

The resolution seeks to authorize the Executive Director to designate and conduct a Community Clean Up Day, allocate necessary resources, and execute any required documents to implement this program at a cost not exceeding \$2,000.00.

## Key Provisions:

### 1. Community Clean Up Day Activities:

- a. The CRA will organize operational activities to implement a Community Clean Up Day aimed at improving the aesthetic and environmental conditions within the CRA area.

### 2. Engagement of Volunteers:

- a. The CRA may engage community volunteers to perform cleaning and maintenance tasks effectively.

### 3. Budget Allocation:

- a. Up to \$2,000.00 will be allocated for the implementation of the Community Clean Up Day, covering costs such as supplies, equipment rentals, and other operational expenses.

### 4. Program Implementation:

## Memorandum



- a. The Executive Director will oversee the development of detailed program guidelines, staffing, and allocation of resources to ensure the success of the initiative.

### Justification:

- **Community Revitalization:**  
This initiative aligns with the CRA's Redevelopment Plan by fostering a cleaner, safer, and more attractive environment, which contributes to the overall revitalization efforts.
- **Public and Municipal Purpose:**  
The Community Clean Up Day serves a dual purpose, benefiting both the community at large and meeting municipal maintenance goals.
- **Budget Consciousness:**  
With a capped budget of \$2,000.00, the program ensures effective resource utilization while addressing critical maintenance needs. The funding for this program will come from budget line item 515601-streetscape.

### Conclusion

The Community Clean Up Day is an essential step in maintaining the CRA area and promoting community engagement. It is a cost-effective initiative that aligns with the CRA's mission and redevelopment goals.

Your approval of this resolution is requested to move forward with this important community-focused initiative.

**RESOLUTION NO. 25-**

**A RESOLUTION OF THE BOARD OF THE OPA-LOCKA REDEVELOPMENT AGENCY (“CRA”), AUTHORIZING THE EXECUTIVE DIRECTOR TO DESIGNATE AND CONDUCT A COMMUNITY CLEAN UP DAY IN THE CRA BOUNDARY AREA, AND TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PROGRAM, PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE**

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

WHEREAS, the CRA area is in need of intermittent upkeep and maintenance; and

WHEREAS, the CRA Board wishes to designate and schedule a Community Clean Up Day” to achieve such goals of upkeep and maintenance of the CRA area at a total cost of up to \$2,000.00 (the “Community Clean Up Day”);

WHEREAS, this Community Clean Up Day 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. Community Clean Up Day: The City shall conduct operational activities for the designation and implementation of a Community Clean Up Day at a total cost of up to \$2,000.00.

Section 3. Operations of Community Clean Up Day: The CRA shall seek engagement of qualified contractors or community volunteers to complete the implementation of the Community Clean Up Day.

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

**PASSED AND ADOPTED this \_\_\_\_\_ day of January, 2025.**

\_\_\_\_\_  
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 Santiago	_____
Board Member Williams	_____
Chairperson Russell	_____

RESOLUTION NO. 25-\_\_\_\_\_

**A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE EXECUTIVE DIRECTOR TO ESTABLISH AND ISSUE A MICRO BUSINESS GRANT FOR THE COMMERCIAL ENHANCEMENT OF THAT CERTAIN PROPERTY LOCATED IN THE OCRA AREA HOSTING THE AWARD EXCELLENCE GROUP, AN APPRENTICESHIP PROGRAM TO FURTHER FACILITATE THE TRAINING AND DEVELOPMENT OF RESIDENTS IN THE OCRA AREA, PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Opa-Locka Community Redevelopment Plan, among other goals, recognizes the enhancement of commercial properties and to provide opportunities for resident employment within the Opa-Locka Community Redevelopment Area; and

WHEREAS, the Award Excellence Group, a local apprenticeship program, (the "Grantee") recently moved its operations within the OCRA area; and

WHEREAS, the OCRA seeks to assist in the interior build out of the location of the Grantee's commercial operation; and

WHEREAS the Grantee has agreed to pursue certain build out plan to enhance the commercial utilization of its property, according to Exhibit "A" (the "Project"); and

WHEREAS, to encourage the development within the Community Redevelopment Area, the Agency will contribute micro-grant funds in the total amount of Thirty-Five Thousand and 00/100 Dollars (\$35,000.00) to be applied toward the interior build-out of the Grantee's location; and

WHEREAS, on \_\_\_\_\_, 2025, Agency recommended approval of grant funding for this Project for funds under its micro-business grant program; and

WHEREAS the Agency and the Grantee are desirous of entering into a grant agreement to effectuate the development of the Project; and

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

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

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

**Section 2.** AUTHORIZATION

Pursuant to a grant agreement, the Board of the Opa-locka Community Redevelopment Agency approves/denies the disbursement of this micro-business grant in the total amount of Thirty-Five Thousand Dollars (\$35,000.00) to the Grantee for sole purposes of the interior build-out of its commercial offices.

**Section 3.** SCRIVENER'S ERRORS

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Jannie Russell  
OCRA Chair

ATTEST:

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

## CRA Business Incentive & Assistance Application

### CRA Business Incentive & Assistance

Business Name	AWARD EXCELLENCE TRAINING INSTITUTE, INC.
Contact Name	RAYMOND ANDREWS
Address	2190 ALI BABA AVENUE SUITE A
City	OPA LOCKA
State	FLORIDA
Zip	33054
Phone	7869425320
Fax	<i>Field not completed.</i>
Email	<u>AWARDEXCELLENCE2023@GMAIL.COM</u>

### Property Ownership and Corporation Information

Corporation Name	AMARA CONSTRUCTION GROUP LLC
Address	10710 NW 66 ST Unit 512, Doral, FL 33178
Corporation Officers & Titles	Title AMBR DUENAS, CLARA I, Title AMBR FALLA, MAURICIO, Title AMBR CONTRERAS, AMILKAR
Date of Incorporation	2/5/2018
Tax ID#	824398878

### Project Scope and Location

Project Address	2190 ALI BABA AVENUE SUITE A, OPA LOCKA, FL 33054
Folio#	08-2122-003-1970
Year Built	1972
Total Retail (Sq. Ft.)	4982
Leased Retail (Sq. Ft.)	2500

**Description of Business** Award Excellence Training Institute is a premier skilled trades training center dedicated to empowering students with the knowledge and skills necessary for successful careers in construction, manufacturing, and technical trades. Our comprehensive programs blend hands-on instruction with theoretical knowledge, ensuring that students gain practical experience while learning the fundamentals of their chosen fields. We offer a variety of industry-recognized certifications that equip students with the credentials needed to excel in the workforce. Our experienced instructors bring real-world expertise to the classroom, fostering an engaging learning environment where students can thrive. In addition to technical training, we emphasize the importance of soft skills, such as teamwork, communication, and problem-solving, which are vital in today's job market. Our commitment to student success extends beyond the classroom, as we provide career counseling and job placement assistance to help graduates launch rewarding careers. At Award Excellence Training Institute, we are passionate about shaping the future of skilled trades and preparing our students to meet the demands of a rapidly evolving industry. By equipping them with the skills and certifications they need, we empower them to achieve their career aspirations and contribute to the growth of the skilled workforce.

<b>Estimated Costs for entire project</b>	220,000
<b>Estimated Start Date</b>	11/1/2024
<b>Estimated End Date</b>	12/31/2024
<b>Grant narrative, including Scope of Work for entire project.</b>	<p>We are seeking funding to support critical renovations, equipment acquisition, and the implementation of essential software systems within our facility. With a total budget of \$220,000, this initiative aims to create a modern, safe, and efficient environment that enhances our educational offerings and administrative capabilities, ultimately benefiting our students and the community at large.</p> <p>1. Facility Renovation &amp; Construction The first component of our project focuses on essential renovations and upgrades, totaling \$120,000. These improvements are vital for creating a safe and conducive</p>

learning environment:

Minor Facility Renovations (\$30,000): This allocation will cover painting and repairs throughout our facility, improving aesthetics and functionality to create a welcoming atmosphere for students and staff.

HVAC System Servicing & Minor Upgrades (\$10,000): Regular maintenance and minor upgrades to our HVAC system are necessary to ensure a comfortable and healthy environment for all users of the facility.

Electrical System Updates (\$40,000): Upgrading our electrical systems is essential to enhance safety and accommodate modern technology. This investment will help prevent potential hazards and support our educational needs.

Fire Safety Systems (Basic Upgrades) (\$10,000): Basic upgrades to our fire safety systems will ensure compliance with safety regulations, providing a secure environment for students and staff.

Permits and Licenses (\$5,000): This funding will cover the necessary permits and licenses required for renovation work, ensuring compliance with local regulations and safety standards.

ADA Compliant Bathrooms (\$25,000): Renovating our bathrooms to meet ADA standards is crucial for inclusivity, ensuring that all individuals can access our facilities comfortably and safely.

These renovations will enhance safety, functionality, and accessibility, fostering an environment where learning can thrive.

## 2. Essential Equipment, Furniture & Software

The second component focuses on acquiring essential equipment, furniture, and software, totaling \$100,000. This investment will significantly enhance our operational capabilities and support student learning:

IT Equipment for 30 Workstations (\$20,000): We will provide modern computers and software for 30 workstations, ensuring

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our students have access to the technology required for effective learning.

Construction Tools for the Lab (\$20,000): Equipping our lab with essential construction tools will facilitate hands-on training, allowing students to develop practical skills necessary for their future careers.

HVAC Training Equipment (\$15,000): This funding will support our HVAC training programs by providing students with access to industry-standard equipment for practical learning experiences.

Electrical Systems Equipment (\$10,000): Specialized equipment for electrical systems training will enhance our curriculum and prepare students for the demands of the industry.

Office and Classroom Furniture (\$20,000): Upgrading furniture will improve the comfort and functionality of our learning spaces, creating an inviting atmosphere for students and staff.

Software for Staff and Student Management (\$15,000): This allocation will cover the implementation of essential software for staff sign-in and payroll, as well as financial systems and attendance tracking for students. This technology will streamline our administrative processes, enhance accuracy, and improve overall efficiency.

By investing in this equipment, furniture, and software, we aim to provide our students and staff with the resources necessary for a comprehensive educational experience and effective administration.

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#### Scope of CRA Funding Request

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#### Description of Item

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1. Minor Facility Renovations (\$30,000) This budget will cover painting and repairs throughout the facility. A fresh coat of paint and necessary repairs will enhance the aesthetic appeal and functionality of our spaces, creating a welcoming environment for students and staff.
-

2. HVAC System Servicing & Minor Upgrades (\$10,000) Regular servicing and minor upgrades to the HVAC system will ensure optimal indoor air quality and comfort. This is crucial for maintaining a conducive learning environment, especially in varying weather conditions.

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3. Electrical System Updates (\$40,000) Upgrading the electrical system involves replacing outdated wiring and fixtures, ensuring safety and compliance with current codes. This enhancement will also support the increased load from modern technology and equipment. Including camera systems for safety.

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4. Fire Safety Systems (Basic Upgrades) (\$10,000) This allocation will fund upgrades to existing fire safety systems, including alarms and extinguishers, ensuring compliance with safety regulations and providing peace of mind for all facility users.

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5. Permits and Licenses (\$5,000) This budget covers the necessary permits and licenses required for renovation projects, ensuring that all work complies with local regulations and safety standards.

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6. ADA Compliant Bathrooms (\$25,000) Renovating bathrooms to meet ADA standards will ensure accessibility for all individuals. This includes installing features such as grab bars, wider stalls, and accessible sinks to support inclusivity.

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7. IT Equipment for 30 Workstations (\$20,000) This investment will provide modern computers and necessary software for 30 workstations, ensuring that students have access to technology essential for their studies and skill development.

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8. Construction Tools for the Lab (\$20,000) This budget will equip the lab with essential construction tools, such as saws, drills, and safety gear, enabling hands-on training and practical skill development for students pursuing careers in construction.

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9. HVAC Training Equipment (\$15,000) Funding will be allocated to acquire HVAC training equipment, such as simulation units and tools, allowing students to gain hands-on experience with industry-standard systems and practices. Electrical Systems Equipment (\$10,000) This budget will purchase specialized equipment for electrical systems training, including circuit

boards and testing devices, enhancing the learning experience and preparing students for real-world applications.

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10. **Office and Classroom Furniture (\$20,000)** Upgrading office and classroom furniture will improve comfort and functionality, providing ergonomic chairs, desks, and collaborative spaces that enhance the learning environment. **Software for Staff and Student Management (\$15,000)** This allocation will cover the purchase and implementation of software for staff sign-in, payroll processing, financial management, and student attendance tracking. This technology will streamline administrative processes, enhance accuracy, and improve overall efficiency in managing daily operations.
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**Acknowledgements**

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**Acknowledgements** Yes

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**Electronic Signature** RAYMOND ANDREWS

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**Property Owner Acknowledgements** Yes

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**Business Owner Electronic Signature** AMARA CONSTRUCTION GROUP LLC

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# Memorandum



To: Opa-Locka Community Redevelopment Agency Board Members

From: Opa-Locka Community Redevelopment Agency

Date: 01/09/2025

Subject: Resolution: Authorization to Establish and Issue a Micro-Business Grant for Award Excellence Group

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## Background

The Opa-Locka Community Redevelopment Agency (CRA) is committed to promoting economic development, job growth, and community enhancement within its designated redevelopment area. The Award Excellence Group, a local apprenticeship program, has recently relocated its operations within the OCRA boundary. This move presents an opportunity to support its efforts in training and developing local residents.

The CRA seeks to facilitate the interior build-out of the Award Excellence Group's commercial property to enhance its functionality and support its apprenticeship initiatives. A micro-business grant of \$35,000.00 is proposed to assist in this endeavor.

## Purpose

1. Establish and issue a micro-business grant for the Award Excellence Group in the amount of \$35,000.00.
2. Enter into a grant agreement to ensure the funds are allocated solely for the interior build-out of the Grantee's commercial location.

## Key Provisions:

- 1. Incorporation of Recitals:**
  - The recitals in the resolution preamble are incorporated by reference.
- 2. Grant Authorization:**
  - A micro-business grant of \$35,000.00 will be disbursed to the Award Excellence Group for the sole purpose of enhancing its commercial property as outlined in Exhibit "A."
- 3. Public Purpose:**
  - The grant serves a public purpose by promoting economic development, job creation, and expanding the City's tax base.
- 4. Scrivener's Errors:**

## Memorandum



- Any scrivener's errors will not affect the intent of the resolution and may be corrected as needed.

### 5. Effective Date:

- The resolution takes effect immediately upon adoption.

### Justification:

- **Economic Impact:**

Supporting the Award Excellence Group aligns with the CRA's goals of fostering economic development and job creation.

- **Community Development:**

The apprenticeship program provides residents with training opportunities that enhance workforce readiness and promote long-term economic benefits.

- **Strategic Investment:**

Enhancing the Award Excellence Group's property strengthens the commercial infrastructure within the CRA area, contributing to overall community revitalization.

### Recommendation:

1. Establish and issue the micro-business grant of \$35,000.00 for the Award Excellence Group.
2. Authorize the Executive Director to execute all necessary agreements to effectuate this program.