

**From:** Barron Channer [mailto:barron.channer@bachre.com]  
**Sent:** Wednesday, July 01, 2015 5:12 PM  
**To:** Ghany, Aleem  
**Cc:** Joseph, Smith; jean@jeancherubin.com  
**Subject:** City Council Agenda + Request to present

Mr. Ghany:

Good day to you. On behalf of Millenium Investments Group of North Miami, LLC ("MIG"), I am submitting a request for the opportunity to present during an upcoming City Council meeting.

As you know, MIG has operated in the role of oversight for Local Preference with the project formerly referred to as Biscayne Landing ("Project") for several years. Recently, there have been several troubling developments regarding the Developer's stance regarding the Local Preference efforts. It is our desire to insure that the Council is fully informed on these matters given the significance of Local Preference considerations in the Lease for the Project.

Please let me know how MIG can proceed with this request to present. Thank you in advance.

Regards,  
Barron

34.2. *Excluded Park Property.* The Park Property shall not include the walking and biking trails along the open space on the perimeter of the Premises, which shall be constructed, retained and maintained by Tenant or those claiming under it, and the trails shall be open to the public.

### 35. COMMUNITY BENEFITS

35.1. *Community Center.* Tenant shall cause the Community Center to be constructed on the Premises (as noted on the Concept Plan, but subject to change as elsewhere provided for in this Lease) for use of the properties to be constructed on the Premises. After completion, Tenant shall cause such Community Center to be made available to Landlord, subject to prior reservation, for at least three (3) events or meetings per calendar month at no charge to Landlord except for standard setup, breakdown and cleanup charges, if said work is not performed by Landlord. The space devoted to such community center and its recreational facilities shall be included in the calculation of the thirty-seven (37) acres of park area under Section 34.

35.2. *Local Preference.* Subject to applicable Laws, Tenant shall comply with City of North Miami ordinances including Procurement Code Ordinance Nos. 1289 and 1308 and Section 7-151, as same may be amended, supplemented, or replaced from time to time. Tenant shall employ or contract with residents of the City of North Miami and local businesses (as "local business" is defined in City of North Miami Procurement Code Sec. 7-151) (such residents and local businesses are collectively, the "Local Preference Group") for at least ten percent (10%) of residents of the City of North Miami and ten percent (10%) of the local businesses, with an aspirational goal of twenty-five percent (25%), of the labor, goods and services to be provided on an annual basis in connection with the Development, and if Tenant or its Affiliate operates any portion of the Premises itself, in long-term employment. It is agreed by the Parties that the definitions provided in the City of North Miami Procurement Code Sec. 7-151 entitled "Procedure to Provide Preference to Local Businesses in City Contacts" subsection (a) for Business location and for Local business shall apply, and that regarding Sec. 7-151 (b) "Preference to local business" and (c) "Comparison of qualifications," the Tenant and Subtenants shall have the same rights and responsibilities as the City of North Miami under the Procurement Code. For the purposes of this Section 35, the percentages shall be (i) the number of qualified individual residents as a percent of the total number of laborers employed, and (ii) the dollar amount expended for goods and services acquired from qualified local businesses as a percent of the total dollar amount expended for goods and services on an annual basis.

35.2.1 *Plan and Reporting.* Within sixty (60) days of the Commencement Date, Tenant shall provide a Local Preference Plan describing in reasonable detail a program to implement the commitments made by Tenant regarding the Local Preference Group. Tenant shall solicit input from the City of North Miami Community Redevelopment Agency (the "CRA") with regards to creation of the Local Preference Plan. During the term of Construction, Tenant shall provide Landlord with quarterly reporting of the achievement of the annual goal regarding the programs planned and in place and the progress made to achieve the goals described in Section 35.2 above. Tenant, however, shall not be in default of this reporting obligation until it has received Notice of Default and opportunity to cure and thereafter, subject to Section 23.1.8, Landlord's sole remedies for breach of this obligation shall be limited to specific performance and/or payment of the Delay Fee, and Tenant waives all defenses, except defense of performance

or of Unavoidable Delay, in any action for specific performance brought by Landlord to enforce its rights under this Section.

35.2.2 *Outreach and Training.* Tenant anticipates that over 1,000 jobs can be made available to City of North Miami residents as part of its development, construction and operational program, as more particularly set forth on **Exhibit H** attached hereto. As part of the Local Preference Plan required in Section 35.2.1, above, Tenant shall prepare a program of outreach and training of members of the Local Preference Group designed to create a qualified workforce and qualified firms or entities. Tenant shall inventory and identify (a) existing education and training resources available from established public and private educational institutions, and (b) unmet needs that those institutions can potentially meet to educate and train North Miami residents for specific positions available because of the activities of Tenant. Tenant shall also identify education and training programs available to assist private businesses in North Miami take advantage of the market demand for goods and services required by Tenant in the development of the project. Tenant shall provide notice to its Subtenants of the applicable ordinances and require compliance by Subtenants with the local preference goals for the hiring of North Miami residents described in this Section in their Subleases, for both the construction period and long-term employment.

35.2.3 *Financial and Business Support.* Tenant shall as part of its Plan provide financial and business mechanisms to increase access to available work for the Local Preference Group such as (a) providing a structured revolving line of credit of up to Five Million Dollars (\$5,000,000.00) until the completion of the Initial Development to fund secured advance payments at a rate equal to no more than the then Prime Rate for approved contractual costs to qualified Local Preference Group businesses that may not be able to obtain traditional financing to initiate work on a contract related to Initial Development work without initial assistance, (b) assistance with bonding requirements, (c) assisting members of the Local Preference Group to make connections with general contractors who are seeking bids, (d) facilitating the creation of mentoring programs for large, established businesses to mentor Local Preference Group firms, (e) facilitating the creation of "incubator-style" programs that offer a supportive environment and lower overhead through shared space and other capital costs, (f) assistance with information and applications for small business loans and other small business programs, and (g) providing information to the City of North Miami CRA Coordinator regarding available space for small business operators. In addition, beginning within ninety (90) days of the Commencement Date and continuing without interruption over the initial seven (7) years following the Commencement Date, Tenant shall provide a total of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) in the aggregate (the "Training Program Funds") towards an Occupational Training and Trade Related Educational Program in the nature of that described in **Exhibit I** attached hereto. No later than sixty (60) days following each anniversary of the Commencement Date during such seven (7) year period, Tenant shall report to Landlord on expenditures made or credits given, if applicable, for said program. In the event, at the end of the seventh year of the program, there are any amounts remaining of said Training Program Funds, the balance of such Training Program Funds (the "Training Program Funds Balance") shall be paid to the Landlord within sixty (60) days following the end of such seventh year to be used for job creation programs for City of North Miami residents in accordance with the spirit and intention of this Section 35.2.3.

35.2.4 *Local Preference Program Liaisons.* Within ninety (90) days of the Commencement Date, each of Tenant and Landlord shall designate one or more individuals as local preference liaison officers. The designated officers shall work together with an employee or firm acceptable to Landlord and hired by Tenant to (a) gather and report statistical data and other information as required to analyze the Plan's progress, and prepare quarterly reports on the achievement of annual goals, (b) work with the City of North Miami CRA to assist Local Preference Group members to secure needed permits and certifications, (c) promote awareness of local businesses of procurement opportunities, (d) advise the City Manager and Tenant on matters impacting the local preference program, (e) provide the Local Preference Group with information and assistance on preparing bids, obtaining bonding and insurance, (f) assist the Local Preference Group to obtain training, (g) provide outreach to the Local Preference Group through business and community organizations to advise them of contracting opportunities, and (h) facilitate access for the Local Preference Group to current information on relevant regulations and laws. The participation of Landlord's liaison officer shall not in any way reduce or shift Tenant's responsibility for meeting its commitments in this Section 35.

35.2.5 *Costs of Local Preference Plan.* Tenant shall be responsible to pay the reasonable costs of implementation of the programs and obligations under the Local Preference Plan as described in Subsection 35.2, and agrees to invest a minimum of Three Hundred Thousand Dollars (\$300,000.00) annually for five (5) years from the Commencement Date for same. Tenant shall include a statement of funds spent in each quarterly report, and shall provide substantiating backup documentation in connection therewith.

35.3. *Office Space for Landlord's Employees or Designees.* (a) Commencing thirty days following the Commencement Date and continuing until Landfill Closure, Tenant shall cause at least four hundred (400) square feet of air conditioned office and document storage space with appropriate parking to be provided to the City PE or designee (with the same qualifications) to be used solely for the administration and compliance monitoring of Tenant's environmental and related obligations under this Lease, including the Remedial Action, which office space may be in the construction trailer complex on site or such other office space as may be mutually agreeable to Landlord and Tenant, at no charge to Landlord. Such employee shall not unreasonably interfere with the operations of Tenant, subtenant or either of their agents or employees on the Premises.

(b) In addition, commencing thirty days following the Commencement Date and continuing until Landfill Closure, Tenant shall cause at least four hundred (400) square feet of air conditioned office space with appropriate parking to be provided for the use of Landlord's employees or designee to be used primarily for compliance monitoring of Tenant's environmental and related obligations under this Lease, including the Remedial Action, which office space shall be in an air conditioned trailer located near the site of the ERA Work. Further, Tenant shall contribute one half of the salary of such employee, until Landfill Closure, provided that except solely in the first Lease Year as a result of the operation of (x) and (y) of this Section 35.3(b), Tenant's contribution to such salary shall not exceed One Hundred Twenty-Five Thousand Dollars (\$125,000.00) per Lease Year, pursuant to the following schedule: (x) within thirty (30) days following the Commencement Date Tenant shall pay the proportionate amount of its contribution for the period of the Commencement date thru September 31, 2012, and (y) on October 1, 2012 and on each October 1<sup>st</sup> thru and until Landfill Closure, Tenant shall pay the