



# NORTH MIAMI CRA

COMMUNITY REDEVELOPMENT AGENCY

## **BOARD PACKET**

### **MONDAY, NOVEMBER 7, 2022 | 05:30 PM**

Board Members:

Philippe Bien-Aime, Chairman  
Alix Desulme, Ed.D., Board Member  
Mary Estimé-Irvin, Board Member  
Scott Galvin, Board Member  
Kassandra Timothe, Board Member

Executive Staff

Cornelius Shiver, Esq., Executive Director  
Steven W. Zelkowitz, Esq., CRA Board Attorney  
Vanessa Joseph, Esq., CRA Board Secretary

***North Miami CRA***  
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## **AGENDA**

### **NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY**

**Monday, November 7, 2022 | 05:30 pm**

#### **1. CALL TO ORDER / ROLL CALL**

#### **2. PLEDGE OF ALLEGIANCE**

##### **CONSENT AGENDA**

UNLESS A MEMBER OF THE CRA BOARD WISHES TO REMOVE A SPECIFIC ITEM FROM THIS PORTION OF THE AGENDA, TAB A CONSTITUTE THE CONSENT AGENDA. THIS ITEM IS SELF-EXPLANATORY AND IS NOT EXPECTED TO REQUIRE ADDITIONAL REVIEW OR DISCUSSION. THSI ITEM WILL BE RECORDED AS INDIVIDUALLY NUMBERED ITEM, ADOPTED UNANIMOUSLY BY THE FOLLOWING MOTION: "...THAT THE CONSENT AGENDA COMPRISED OF TAB A ADOPTED..."

##### **A. APPROVAL OF MINUTES -- October 11, 2022**

Attachment: [Summary Minutes 10.11.22.pdf](#)

#### **3. ITEMS FOR REVIEW AND/OR ACTION**

##### **Agenda Item 1 - Resolution to Approve the Emergency Rental Assistance Program for \$500k**

Attachment: [AGENDA 1-Resolution to Approve Emergency Rental Assistance Program.pdf](#)

##### **Agenda Item 2 - Resolution for Monitoring Consultant Services for Community Benefits Reporting, Waiving Competitive Bidding, and Awarding Contract to Community Awareness Construction Services, Inc.**

Attachment: [AGENDA 2 - Resolution for Monitoring Consultant Services for Community Benefits Reporting.pdf](#)

##### **Agenda Item 3 - Business Attraction & Expansion Grant Request -- Pinero Real Estate for \$300K.**

Attachment: [AGENDA 3 - Business Attraction And Expansion Grant Request for Pinero Real Estate.pdf](#)

##### **Agenda Item 4 - Resolution Awarding a Forgivable Loan to Chef Amina Ly d/b/a Chef Amina Sunshine LLC in the amount of \$250k for the purchase of Café Cr me.**

Attachment: [AGENDA 4 - Resolution Awarding a Forgivable Loan to Chef Amina Ly.pdf](#)

##### **Agenda Item 5 -- Resolution to Approve Contract Renewal for BusinessFlare LLC.**

Attachment: [AGENDA 5 - Resolution to Approve Contract Renewal with BusinessFlare.pdf](#)



## **Agenda Item 6 -- Resolution to Approve the Engagement of Taylor English Duma as NMCRA Legal Counsel.**

Attachment: [AGENDA 6 - Resolution to Approve the Engagement of Taylor English Duma as NMCRA Legal Counsel.pdf](#)

### **A. Agenda Item 7 -- Board Approval for Two (2) CRA Advisory Committee Members.**

#### **4. CRA ATTORNEY REPORT**

#### **5. CRA EXECUTIVE DIRECTOR REPORT**

#### **6. PUBLIC COMMENTS**

#### **7. ADJOURNMENT**

**Note:**

Two or more members of the City Council/CRA Board of Commissioners and/or other elected or appointed public officials may be present at this meeting. If any person decides to appeal any decision made with respect to any matter considered at this public meeting or hearing, he/she will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. If you desire auxiliary services to assist in viewing or hearing the meetings, or reading meeting agendas and minutes, please contact the Office of the City Clerk at (305) 895-9817.

*North Miami C.R.A. Board  
Summary Minutes*

*October 11, 2022  
5:30 P.M.*



**NORTH MIAMI CRA**

**COMMUNITY REDEVELOPMENT AGENCY**

The CRA Board Meeting of the City of North Miami was held in Council Chambers of City of North Miami Hall on Tuesday, October 11, 2022, beginning at 5:34 p.m.

(Phonetic spelling of each speaker's name may be used throughout the minutes unless correct spelling is known.)

# ***I. CALL TO ORDER / ROLL CALL***

## ***ROLL CALL***

Board Member Galvin	Here
Board Member Timothe	Here at 5:38
Board Member Desulme	Here
Board Member Estime-Irvin	Absent
Chairman Bien-Aime	Here

- CRA Secretary Joseph: Chairman, you now have a quorum to proceed.

# ***II. CONSENT AGENDA***

## **A. Approval of Minutes: July 12, 2022**

Motion to approve the Consent Agenda was made by Board Member Galvin. Second by Vice Mayor Desulme. Motion made and approved by a 4 – 0 vote.

# ***III. ITEMS FOR REVIEW AND/OR ACTION***

## **Agenda Item #1 – Resolution to Amend CRA FY22-23 Budget**

A RESOLUTION OF THE CHAIR AND BOARD MEMBERS OF THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY, APPROVING THE FISCAL YEAR 2022-2023 AMENDED BUDGET; AUTHORIZING THE EXECUTIVE DIRECTOR TO TRANSMIT THE FISCAL YEAR 2022-2023 AMENDED BUDGET TO THE CITY OF NORTH MIAMI AND MIAMI-DADE COUNTY; AUTHORIZING THE EXECUTIVE

DIRECTOR TO TAKE ALL ACTION NECESSARY TO COMPLETE THE APPROVAL PROCESS FOR THE FISCAL YEAR 2022-2023 AMENDED BUDGET WITH THE CITY OF NORTH MIAMI AND MIAMI-DADE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

- Executive Director Shiver : Thank you. Good evening board members, Neil Shive, Executive director of the North Miami CRA. Under agenda item one, we are amending five line items from the previously approved FY 2022-23 budget, to comply with the September 28th City council approved budget. There is only five items at the City council. The meeting on the 28th, the revenues to the CRA was reduced by \$133,947. So what we did, was we amended five line items. One being the total revenues now at \$22,460,620 and we reduced one line item by the \$133,000, and that was the Capital Grant project. So what I'm presenting tonight to the board, is the amended FY 2022-2023 budget to comply with the city council approved budget.
- Chairman Mayor Bien-Eime: Thank you very much. Let's open it to the public. Public hearing to open on item one? No ones. Can I hear a motion if there's no question.
- Madam Secretary: I have a motion made by board member Timothy to approve the agenda item number one. The motion was seconded by Mayor Bieniemy. All in favor?
- All Speakers: Aye

Motion made by Board Member Timothee to approve Agenda Item 1. The motion was seconded by Board Mayor Bien-Eime. Motion carries and approved by a 2– 1 vote.

**Agenda Item #2 – Resolution Adopting County and City's Art in Public Places Ordinance**

A RESOLUTION OF THE CHAIR AND BOARD MEMBERS OF THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY, APPROVING THE ART IN COMMERCIAL AND MIXED USE DEVELOPMENTS PROGRAM, FOR THE ACQUISITION MANAGEMENT AND MAINTENANCE OF WORKS OF ART IN COMMERCIAL AND MIXED USE OF DEVELOPMENTS RECEIVING

FINIACIAL ASSISTANCE FROM THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL STEPS NECESSARY, AND APPROPRIATE TO IMPLMENT THE ART IN COMMERCIAL AND MIXED USED DEVELOPMENTS PROGRAM, AND PROVIDING AN EFFECTIVE DATE.

- Chairman Mayor Bien-Eime: Item two, it's open to the public. Do we have a presentation now? Item two. It's closed to the public. Do we have any comments, questions on the dash? Board members? About the item two?
- Madam Secretary:I did have a question. It came up in our meeting, in my briefing in terms of. What's the difference between this art in public places and the one that the city adopted?
- Executive Director Shiver: Thank you for the question. Back in January or 2010, the city adopted the county's ordinance of art in public places. What the CRA seeks today to do a art in commercial and mixed use development. This would apply to developments. That receive CRA funds in the form of a TIF fund and/or infrastructure grant fund. So the main difference is the city's ordinance or resolution applies to public buildings only and this would only apply to commercial and mixed use development.
- Madam Secretary: And you'll still have a committee that reviews the artwork and so forth?
- Executive Director Shiver: Yes. And the way it would work, is the way we intend if it passes the work. We would insert this in our development agreements like we do in any other community development agreement. And we would then allow the developer, to make a choice as to how he or she would like to comply with this provision. So, basically the developers will be on notice at the time that we negotiate our development agreements of this 1.5% requirement. And I do want to make a couple of changes that would probably better clarify how we're going to implement this.I want to make a change in paragraph D, it says the procurement process. It reads now that works of art shall be chosen by the city of North

Miami Art Selection. We want it to read that the works of art shall be approved, and then we also want to insert that of the City of North Miami CRA Art Selection. So, the developers themselves, would choose the type of artwork that they want to implement and the word art is very generally defined in the statute, in the ordinance. And then the CRA and/or the CRA arts committee would approve. It also is important to know that, if this board feels that this becomes a burden, the board can always vote to opt out... give the development an option to opt out of this requirement.

Motion made by Board Member Timothee to Approve Agenda Item 2 to The motion was seconded by Chairman Mayor Bien-Eime. Motion carries and approved by 3-0 vote.

**Agenda Item #3– Resolution to Approve Land Disposition Policy**

A RESOLUTION OF THE CHAIR AND BOARD MEMBERS OF THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY, APPROVING THE REAL PROPERTY DISPOSAL POLICY. AUTHORIZING THE INERIM EXECUTIVE DIRECTOR TO TAKE ALL THE STEPS NECESSARY, AND APPROPRIATE TO IMPLEMENT THE REAL PROPERTY DISPOSAL POLICY, AND PROVIDING AN EFFECTIVE DATE.

- Executive Director Neil Shiver: Thank you. Under section 163.380 of the Florida statute, the CRA's mandate to follow certain rules on how to dispose of real property. What the CRA seeks to do in this resolution, is to add some additional guidelines and supplemental policies in furtherance of that statute. Specifically the North Miami CRA supplements, Florida statute 163.380 by accepting proposals which are in the best interest of the city of North Miami CRA, implementing a scoring criteria, with a priority given to city of North Miami longtime residents and the city of North Miami current employees. We will provide for a selection committee to review and score all competitive proposals, negotiate with and/or any winning proposal in order to comply with Florida statute 163.380. Ensure that all awardees or in this case grantees or conveyances, have the

financial means to construct the proposed project. And for the most part, this policy will be effective immediately upon approval.

- Chairman Bien-Eime, Mayor: Thank you very much. Let's open item three to the public. Now public opinion is closed. Item three, is there any questions with this?
- Vice Chairman Desulme: Quick Question, I'm sorry Mr. Chairman, through to the executive director. Are there any terms if a property is given to a resident or an employee? When we do fix homes, there's a requirement. How many years that, if it's a roof that they have to be put on the particular home. Is that reflected in this resolution?
- Executive Director Shiver: We don't reflect it in this resolution but we can, if it's the board's wishes. For example, if we convey property, an entire property, we can ensure or mandate that, that property stays affordable for a certain amount of years. So, it has to be the board's policy, whether it be 5,10, 15, 20 or 25, typically 30 years. It could be the life of the CRA as well. That has to be a board policy.
- Vice Chairman Desulme: Because I think the intent, well when we first... this conversation started in 2018 or 2020 was for... it's folks who need the help for affordable housing to do it. Not just anybody coming in and turn around and resell the property, making our profit, flipping the property. So, if there's any language in there to ensure that. That's important.
- Executive Director Shiver: There is no language there council, and I'm talking to the CRA council, but what I would recommend is that the property in case of affordable housing, stay affordable through the life of the CRA. Which in this case is 22 years and in the event that the property is conveyed and/or sold, right. It should be conveyed or sold to someone in the same income bracket, with the same stipulations that it has to stay affordable.
- Vice Chairman Desulme: If that's the term, then that's good. If these are the terms that are in there, can we amend it or edit or?
- Councilor: Mr. Chair, we can amend it to include whatever terms you want. What we had talked about and I had talked about with staff, is

when we convey the property and we give someone a deed, we also put a declaration like the city does on properties, to keep it affordable for however long you all decide whether it's the life of the CRA. And once that declaration is recorded, then the owner has to abide by it.

- Vice Chairman Desulme: Yeah but that's one component, but we don't want somebody to fix it and then sell it to... that was the whole reason.
- Council: I think long time residence needs to be defined or maybe put a minimum or maximum. I know we have to be up here. Well, we have to live in the city for a year to serve. Right? So, maybe we keep the same guideline cave. You can show proof of North Miami residency for at least a year or two. You qualify, you would get these additional points because I'm assuming that this is a scoring criteria. So, that we can include some guidelines in there. So, I don't know what long time would mean but-
- Vice Chairman Desmond: Yeah, what is that definition? Is it two years, five years?
- Executive Director: If it's the board's wishes, I've had suggestions of one year or more, which I'm fine to adopt. And I'm also willing to adopt in this policy, a definition of longtime residents and as well as, city of Miami current employees could be one year or more. If it's the board wishes. I'd like to add that there can be a covenant running with the land. Right? Under this current policy, that the homes shall remain affordable for the life of the CRA. I think the only item that we have not covered is what if someone wants to sell within, that period of time. And I think the stipulation should be, that they have to sell to someone in the affordable housing income family household bracket. So councilor, now I'm coming to you. I got two amendments, the one year rule. On long-time residence and city of North Miami current employees. We have the covenant running with the land. So now help me with the other one. While in the event they sell, does it automatically reverse back to the CRA?
- Councilor: You can have a window, where first of all, it should be owned and occupied as their primary residence and their homestead. Correct?
- Chairman Bieniemy: That would be their primary residence.
- Executive Director Shiver: Okay, so then the amendments I have, I'm going to repeat them for the record. Is that we implement a scoring criteria and we have defined North Miami longtime residents, as well



as city of North Miami current employees as one year or more. Right? We're going to have One year or more of a resident of the city of North Miami and or one year or more of employment with the city of North Miami. The dwelling has to be the primary residence and/or homestead, in the event that it is a house. Right, or eventually when it's built. We're going to implement and negotiate a construction commencement date. I did hear that. Right. And then the CRA will retain a right of first refusal in the event that the property is sold, within seven years. And there will be a covenant running with the land, that it must remain affordable throughout the life of the CRA. Which you expect to be 2044 very soon. Okay. So Mr. Chairman, I would amend the policies to add those 1, 2, 3, 4, 5 additional requirements and/or policies to this item.

A motion made by board member Galvan to approve agenda item number three, with the amendments made on record. The motion was seconded by board member Desmond. Motion was carried and approved by a 4-0 vote

**Agenda Item #4– Resolution to Approve Rescinding 125 Development**

A RESOLUTION OF THE CHAIR AND BOARD MEMEBERS OF THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY. RESENDING THE FUNDING FOR 125<sup>TH</sup> STREET DEVELOPMENT NMLLC, FOR REHABILITATION PROJECT. LOCATED AT 1150-1170 NORTHEAST, 125<sup>TH</sup> STREET, NORTH MIAMI, FLORIDA 33161. IN THE FORM OF REHABILITATION GRANT, NOT TO EXCEED \$99.017. TERMINATING THE REHABILITATION GRANT AGREEMENT, BOTH DATED JANUARY 21<sup>ST</sup>, 2021 AND PROVIDING AN EFFECTIVE DATE .

- Executive Director Shiver: Yes. Thank you Mrs. Chairman and fellow board. This is just a housekeeping item, where back at January of 2021, the CRA board awarded an infrastructure grant in the amount of \$99,000 to 125th Street development in NMLLC. Subsequent to that approval, the developer no longer owns the property. He or she never received any money. So we thought it was in the best interest that since the board approved it, the board would then we could come back and resend the same item before the board.

A motion made by board member Galvin to approve agenda item number four. The motion was seconded by Chairman Bien-Eime. Motion was carried and approved by a 4-0 vote

**Supplemental Agenda Item #5– Resolution to Approve Land Disposition**

A RESOLUTION OF THE CHAIR AND BOARD MEMBERS OF THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY. APPROVING AND AUTHORIZING THE EXECUTIVE DIRECTR TO DISPOSE OF THE REAL PROPERTY LOCATED 1270 NORTHWEST 123 STREET, 12505 NORTHEAST 11<sup>th</sup> AVENUE, 975 NORTHEAST 132<sup>nd</sup> STREET , NORT MIAMI , FLORIDA 33167. IN A MANNER, THE NORTH MIAMI CRASTAFF DETERMINES TO BE IN THE PUBLIC INTEREST . AUTHORIZING THE EXECUTIVE DIRECTOR AND THE NORTH MIAMI CRA ATTORNEY TO GIVE THE REQUIRED PUBLIC NOTICE , PRIOR TO THE DISPOSTION O THE REAL PROPERTIES AND PROVIDING AN EFFECTIVE DATE.

- Excutive Director Shiver: Yes, thank you. The last item for tonight is previously, maybe sometime last year. The CRA had made a request to convey three properties, the three properties that were named by the clerk. Now that we have more direction of policy, which passed tonight under item three, we thought it was appropriate now to bring this item back for approval. Now that we have guidelines and policies in place, that we can now dispose of these three properties that we identified in this resolution.
- Board Member Timothee: So, this resolutions is essentially doing what exactly?
- Executive Director Shiver: Well now this resolution... Now that the previous resolution on the guidelines and policies have passed. The CRA has more direction on how to address these three properties. In my understanding is that there was a process already in place. So we'll look at that but I do know that one of these properties, the CRA is looking at also to maybe put into the first time home buyers program that we talked about at the last meeting. So, now that we have a little more guidance, we have a policy that has already been approved. We think it may be appropriate not to revisit this item. Now that we have more direction and guidelines on how to address this position.
- Board member Timothee: Oh, so this is just now to dispose the three properties?
- Executive Director Shiver: Yes, Correct.

A motion was made by Vice Chair to approve the item number five. The motion was seconded by chairman Bien-Eime. Motion was carried and approved by a 3-0 vote.

***V. CRA ATTORNEY REPORT***

- *None*

***VI. CRA EXECUTIVE DIRECTOR REPORT***

- *None*

***VII. PUBLIC COMMENTS***

- *None*

***VIII. OLD BUSINESS***

- *None*

***IX. NEW BUSINESS***

- *None*

***X. ADJOURNMENT***

- Motion to adjourn made by Vice Mayor Desulme, seconded by Board Member Timothee. Motion carries with 3-0 vote. The time is 6:00 PM.



To: North Miami CRA Board

From: Cornelius Shiver, Esq.  
Executive Director

Date: November 7, 2022

**RE: Establishing the Emergency Rental Assistance Program**

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**RECOMMENDATION**

Due to the recent rise in residential rental costs and the proliferation landlord tenant evictions within the NMCRA Redevelopment Area, Staff is requesting that the North Miami Community Redevelopment Agency (CRA) Board establish the Emergency Rental Assistance Program, thereby allocating \$500,000 to the program to provide assistance to residents who are suffering hardships that are adversely affecting their ability to pay rent.

**ATTACHMENTS**

Resolution

735 NE 125 St., Ste.100, North Miami, FL 33161 | P: 305.895.9839 | F: 305.895.9822 | [NorthMiamiCRA.org](http://NorthMiamiCRA.org)

CRA Board	Philippe Bien-Aime Chairman	Alix Desulme, Ed.D. Board Member	Mary Estime-Irvin Board Member	Scott Galvin Board Member	Kassandra Timothe, MPA Board Member	Cornelius Shiver, Esq. Executive Director	Steven W. Zelkowitz, Esq. CRA Attorney	Vanessa Joseph, Esq. CRA Secretary
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**RESOLUTION NO. 2022 - \_\_\_\_\_**

**A RESOLUTION OF THE CHAIR AND BOARD MEMBERS OF THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY ESTABLISHING THE EMERGENCY RENTAL ASSISTANCE PROGRAM; ALLOCATING \$500,000 TO THE EMERGENCY RENTAL ASSISTANCE PROGRAM; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL STEPS NECESSARY AND APPROPRIATE TO IMPLEMENT THE EMERGENCY RENTAL ASSISTANCE PROGRAM; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the mission of the North Miami Community Redevelopment Agency (“NMCRA”) is to promote economic development and enhance the quality of life by eliminating and preventing slum and blighted conditions through the facilitation of community partnerships, business growth, job creation, and neighborhood rehabilitation; and

**WHEREAS**, a shortage in the affordable housing stock and rising rental costs have put a strain on local residents; over the last year, the Miami-Fort Lauderdale-West Palm Beach market posted the largest year-over-year average rent increases in the state of Florida at 57.2%; for extremely low-income workers, high housing costs like the one described above, often lead to homelessness; and

**WHEREAS**, the U.S Department of Housing and Urban Development defines cost-burdened families as those “who pay more than 30% of their income for housing” and “may have difficulty affording necessities such as food, clothing, transportation, and medical care”; according to the Healthy Housing Foundation and Realtor.com, two of three renters in Palm Beach, Broward, and Miami-Dade counties are devoting more than 30% of their incomes to housing costs; and

**WHEREAS**, in order to address housing insecurity, the NMCRA is proposing a new program to assist in rent stabilization to help renters stay in place, which program is to be known as the Emergency Rental Assistance Program with terms and conditions as set forth in the agenda cover memo; and

**WHEREAS**, the Board of Directors of the NMCRA desires to (a) approve the Emergency Rental Assistance Program Emergency Rental Assistance Program with terms and conditions as set forth in the agenda cover memo and (b) allocate \$500,000 to the Emergency Rental Assistance Program.

**NOW, THEREFORE, BE IT RESOLVED BY THE CHAIR AND BOARD MEMBERS OF THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY:**

**Section 1. Recitals.** The recitals in the whereas clauses are true and correct, and incorporated into this Resolution.

**Section 2. Establishment of the Emergency Rental Assistance Program.** The Emergency Rental Assistance Program to provide assistance to residents residing within the NMCRA boundary is hereby established and the Emergency Rental Assistance Program guidelines are hereby approved.

**Section 3. Allocation of Funds to the Emergency Rental Assistance Program.** The allocation of \$500,000 to the Emergency Rental Assistance Program is hereby approved.

**Section 4. Implementation of the Emergency Rental Assistance Program.** The Executive Director is hereby authorized to take all steps necessary and appropriate to implement the Emergency Rental Assistance Program including the policies and application process set forth in the Emergency Rental Assistance Program guidelines, and the Executive Director is hereby authorized to appropriate and expend all the Emergency Rental Assistance Program related expenses that do not to exceed the spending limits of the Executive Director including, but not limited to, the approval of all applications that meet the Emergency Rental Assistance Program guidelines so that funds can be provided as quickly as possible; expenditures which exceed the Executive Director's spending limits shall be brought back before the Board of Directors of the NMCRA for approval.

**Section 5. Effective Date.** This resolution shall take effect immediately upon approval.

PASSED AND ADOPTED by a \_\_\_\_\_ vote of the Board of the North Miami Community Redevelopment Agency, this 7<sup>th</sup> day of November, 2022.

ATTEST:

NORTH MIAMI COMMUNITY  
REDEVELOPMENT AGENCY

\_\_\_\_\_  
VANESSA JOSEPH, ESQ.  
NMCRA SECRETARY

\_\_\_\_\_  
PHILIPPE BIEN-AIME  
CHAIR

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
TAYLOR ENGLISH DUMA LLP  
NMCRA ATTORNEY

SPONSORED BY: ADMINISTRATION

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

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

**Vote:**

Chair Philippe Bien-Aime  
Board Member Alix Desulme  
Board Member Mary Estimé-Irvin  
Board Member Scott Galvin  
Board Member Kassandra Timothe

\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)





To: North Miami CRA Board

From: Cornelius Shiver, Esq.  
Executive Director

Date: November 7, 2022

**RE: 4/5 Votes Required. Recommendation to waive competitive bidding and Retain Community Awareness Construction Services, LLC for Community Benefits Monitoring and Compliance Consultant**

#### **BACKGROUND**

Pursuant to an Interlocal Cooperation Agreement "ICA" with Miami Dade County, recipients of NMCRA Infrastructure Grants and TIF Agreements are required to provide job creation, retention, and verification for the hiring of the labor workforce for the project financed by the grant. The objective of the community benefits policy is to ensure that residents of the NMCRA Redevelopment Area who are unemployed or underemployed are given employment opportunities for jobs that would sustain a minimum living wage.

Depending on the worker or employee to be hired, the NMCRA is required to ensure that such entity or contractor complies with wage requirements, as applicable, established by the County's Living Wage Ordinance, pursuant to Section 2-8.9 of the Code of Miami-Dade County, Florida (the "County Code") or pay higher wages and benefits, as are feasible. The ICA further requires all entities or contractors contracting with or receiving a grant from the NMCRA in an amount of \$500,000 or more, or such other amount as may be established by the Board of County Commissioners, to comply with the County ordinances contained in the Code, specifically, (a) Small Business Enterprises; (b) Community Business Enterprises; (c) Community Small Business Enterprises; (d) Conflict of Interest and Code of Ethics Ordinance; and (e) Living Wage Ordinance.

Grantees are to use their best efforts to comply with the above-noted objectives, and more significant to this Resolution, all monitoring and compliance reporting are performed by the Grantee.

Given the above, the NMCRA would like to retain an experienced Monitoring Consultant to provide and review community benefits reports prepared and submitted for each MCRA Infrastructure grant and TIF Agreement funded projects. The Grantees shall reimburse the NMCRA on a monthly or quarterly basis for the costs incurred for the monitoring services. The total annual reimbursement paid to the NMCRA shall not exceed .0125 percent of the total project costs, including soft and hard costs, along with the purchase price for the land.

#### **RECOMMENDATION**

4/5ths vote requirement to support NMCRA efforts to waive competitive bidding to avoid any further delays for NMCRA Board approved development projects, particularly when the RFP process takes about four to five months, Staff is recommending awarding the subject Monitoring Services Contract to Community Awareness Construction Services, LLC.

**735 NE 125 St., Ste.100, North Miami, FL 33161 | P: 305.895.9839 | F: 305.895.9822 | [NorthMiamiCRA.org](http://NorthMiamiCRA.org)**

<b>CRA Board</b>	<b>Philippe Bien-Aime</b> Chairman	<b>Alix Desulme, Ed.D.</b> Board Member	<b>Mary Estime-Irvin</b> Board Member	<b>Scott Galvin</b> Board Member	<b>Kassandra Timothe, MPA</b> Board Member	<b>Cornelius Shiver, Esq.</b> Executive Director	<b>Steven W. Zelkowitz, Esq.</b> CRA Attorney	<b>Vanessa Joseph, Esq.</b> CRA Secretary
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**ATTACHMENTS**

Proposed Resolution

Community Awareness Construction Services, LLC, Monitoring Proposal

Monitoring Scope of Services



**RESOLUTION NO. 2022 - \_\_\_\_\_**

**A RESOLUTION OF THE CHAIR AND BOARD MEMBERS OF THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE EXECUTIVE DIRECTOR AND NMCRA ATTORNEY TO NEGOTIATE AND FINALIZE AN AGREEMENT WITH COMMUNITY AWARENESS CONSTRUCTION SERVICES LLC TO PROVIDE MONITORING SERVICES RELATIVE TO RECIPIENTS OF FINANCIAL INCENTIVES FROM THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT WITH COMMUNITY AWARENESS CONSTRUCTION SERVICES LLC; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE TERMS OF THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the North Miami Community Redevelopment Agency (“NMCRA”) is pursuing the services of a consultant related to the provision of monitoring services relative to recipients of financial incentives from the NMCRA; and

**WHEREAS**, the procurement of the services of Community Awareness Construction Services LLC for monitoring services is permissible under Section 7-120(b) of the Code of Ordinances of the City of North Miami, as the Chair and Board Members of the NMCRA may waive any condition imposed by the provisions of the Procurement Code upon a four-fifths vote when there is a finding that such waiver is necessary in order to proceed with the issuance of a contract, proposal or bid which is in the best interests of the NMCRA; and

**WHEREAS**, the Chair and Board Members of the NMCRA desire to authorize the negotiation, finalization and execution of an agreement with Community Awareness Construction Services LLC for monitoring services for a term to be agreed upon, which agreement shall be in a form and substance as negotiated by the Executive Director and approved as to legal form and sufficiency by the NMCRA Attorney.

**NOW, THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND BOARD MEMBERS OF THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY:**

**Section 1. Recitals.** The recitals in the whereas clauses are true and correct, and incorporated into this Resolution.

**Section 2. Waiver of Competitive Bidding.** Pursuant to Section 7-120(b) of the Code of Ordinances of the City of North Miami, the procurement of monitoring services of Community Awareness Construction Services LLC for monitoring is in the best interests of the NMCRA.

**Section 3. Negotiation and Finalization of Agreement.** The Executive Director and NMCRA Attorney are hereby authorized to negotiate and finalize an agreement with Community Awareness Construction Services LLC for monitoring services for term to be agreed upon.

**Section 4. Execution of Agreement.** The Executive Director is hereby authorized to execute the agreement with Community Awareness Construction Services LLC for monitoring services.

**Section 5. Implementation of Agreement.** The Executive Director is hereby authorized to take all action necessary to implement the terms of the agreement.

**Section 6. Effective Date.** This resolution shall take effect immediately upon approval.

**PASSED AND ADOPTED** by a \_\_\_\_\_ vote of the Board of the North Miami Community Redevelopment Agency, this 7<sup>th</sup> day of November, 2022.

ATTEST:

NORTH MIAMI COMMUNITY  
REDEVELOPMENT AGENCY

\_\_\_\_\_  
VANESSA JOSEPH, ESQ.  
NMCRA SECRETARY

\_\_\_\_\_  
PHILIPPE BIEN-AIME  
CHAIR

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
TAYLOR ENGLISH DUMA LLP  
NMCRA ATTORNEY

SPONSORED BY: ADMINISTRATION

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

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

**Vote:**

Chair Philippe Bien-Aime  
Board Member Alix Desulme  
Board Member Mary Estimé-Irvin  
Board Member Scott Galvin  
Board Member Kassandra Timothe

\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

## **EXHIBIT**

### **Monitoring Contract Scope of Services**

The monitoring consultant(s) retained by the Grantor (NMCRA), pursuant to this Agreement, shall be required to perform the following monitoring and reporting services:

- (a) Monitor and report compliance by the Grantee of the Job Creation, Retention, and Verification requirements.
- (b) Monitor and report compliance by the Grantee of the Verification of Jobs requirements under this Agreement.
- (c) Monitor and report compliance with the Miami-Dade County Interlocal Cooperation Agreement Requirements set forth in this Agreement.
- (d) Monitor and report compliance by Grantee with the Community Benefits Agreements of this Agreement.
- (e) Monitor and report compliance with the Small Business Enterprises provisions set forth in this Agreement.
- (f) Monitor and report compliance with the Community Business Enterprises provisions set forth in this Agreement.
- (g) Monitor and report compliance by Grantee with the Community Small Business Enterprises provisions set forth in this Agreement.
- (h) Monitor and report compliance with the Conflict of Interest and Code of Ethics Ordinance provisions set forth in this Agreement.
- (i) Monitor and report compliance and audit the calculation of compliance by Grantee with the living Wage Ordinance provisions set forth in this Agreement.





## MONITORING ADMINISTRATION PROPOSAL





Community Awareness Construction Services, LLC.  
Phone: 305-316-4662

Date: October 24, 2022  
To: North Miami Community Redevelopment Agency  
735 North East 125th Street  
North Miami, FL 33161  
Attn: Cornelius Shiver, Esq.  
Executive Director  
Re: Monitoring Administration Proposal

Dear Mr. Shiver:

Please accept this proposal from Community Awareness Construction Services, LLC to provide Monitoring Administrative Services for all Infrastructure and TIF Agreements (here in reference as Development Agreements).

As you know, the North Miami CRA is requiring the Developers to comply with the Community Benefits Agreements, which includes complying with the following County ordinances contained in the code applicable to such entities:

- (a) Small Business Enterprises (Section 2-8.1.1.1 of the County Code)
- (b) Community Business Enterprises (Section 2-10.4.01 of the County Code)
- (c) Community Small Business Enterprises (Section 10-33.02 of the County Code)
- (d) Conflict of Interest and Code of Ethics Ordinance (Section 2-11.1 of the County Code)

Developers must also comply with hiring, wage and procurement requirements of the Development Agreement,

The monitoring services being proposed to the North Miami CRA will be billed on a monthly basis at a rate of 0.0125% of the total project cost. The total project cost includes hard and soft construction costs and land acquisition costs. Billing will be based on items completed the previous calendar month. Payments shall be received by C.A.C.S. within 7 business days of issuance of each invoice accordingly.

Should the North Miami CRA accept this proposal and a contractual agreement is signed, it will be open ended and is anticipated to be in place until the completion of construction and final close out has been approved by all applicable agencies.

If there are any questions regarding this information, please do not hesitate to contact Lola Capers at 305-316-4662.

Sincerely,  
*Lola Capers*



Community Awareness Construction Services is a compliance, consulting and monitoring services firm. Located in South Florida, Community Awareness Construction Services is one of the few companies focusing exclusively on the construction compliance industry, we differentiate ourselves by our expertise and qualifications.

SAWYER'S WALK (BLOCK 55)  
FATHER MARQUESS-BARRY APARTMENTS  
VALENCIA GROVE II APARTMENTS  
RAINBOW VILLAGE/ CWEN CHERRY 23 APARTMENTS  
BOOK BAG GIVEAWAY WITH HTC  
BREIG ELECTRIC AND CONSULTANTS  
FLORIDA PLUMBING  
SPIC -N- SPAN  
SEOPW CRA  
COASTAL CONSTRUCTION  
FIU MOSS SCHOOL OF CONSTRUCTION  
BONANZA PAINTING  
HOUSING TRUST GROUP  
ZURRI CONSTRUCTION MNGT. LLC  
HENRY CRESPO  
ARON DRYWALL  
H.A. CONTRACTING CORP.  
LAKES CONSTRUCTION  
SWERDLOW GROUP





10/31/22, 11:19 AM

Detail by Entity Name

DIVISION OF CORPORATIONS


[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

### Detail by Entity Name

Florida Limited Liability Company  
COMMUNITY AWARENESS CONSTRUCTION SERVICES LLC

#### Filing Information

**Document Number** L19000300879  
**FEI/EIN Number** 84-4181003  
**Date Filed** 12/10/2019  
**Effective Date** 12/09/2019  
**State** FL  
**Status** ACTIVE  
**Last Event** REINSTATEMENT  
**Event Date Filed** 10/07/2020

#### Principal Address

1074 N W 3rd Avenue  
MIAMI, FL 33136

Changed: 10/07/2020

#### Mailing Address

13920 NW 14TH AVENUE  
MIAMI, FL 33167

Changed: 10/07/2020

#### Registered Agent Name & Address

Community Awareness Construction Services, LLC  
13920 N W 14TH AVENUE  
MIAMI, FL 33167

Name Changed: 10/07/2020

#### Authorized Person(s) Detail

##### **Name & Address**

Title Director

Capers, Lola  
Community Awareness Construction Service  
13920 N W 14th Avenue  
Miami, FL 33167

search.sunbiz.org/Inquiry/CorporationSearch/SearchResultDetail?inquirytype=EntityName&directionType=Initial&searchNameOrder=COMMUNITYAW... 1/2



To: CRA Board Members

From: Cornelius Shiver, Executive Director 

Via: Casneve Oupelle, Project Director 

Date: November 7, 2022

Re: Pinero Real Estate, Business Attraction Grant Request

Please find attached a Business Attraction Grant request from Pinero Real Estate, located at 12190 NW 7 Avenue.

Pinero Real Estate is a small commercial real estate holding company that has served the community for over fifteen (15) years. The applicant has already started the construction of a new green commercial building and is requesting additional funding from the CRA to go toward the buildout of the parking lot, hood ventilation, and exterior signage.

The completion of the project will allow us to welcome three new businesses, such as Chef Creole, Betty's Café, and Classy Lady Beauty Supply employing over twelve (12) North Miami residents. The applicant already has a signed lease with the three businesses mentioned above to rent and operate.

The scope of work includes the following: Parking lot, Signage, Hood and ventilation, and landscaping.

The applicant has submitted three bids (attached estimates) from approved contractors below:

<b>Atlantic Coast Restaurant</b>	<b>\$669,665.70</b>
Pistos Group, Inc.	\$831,547.00
Urban Redevelopment Corp.	\$1,164,900.00

The total project cost is estimated at **\$1.23 Million**. Staff recommends approval of **\$300,000.00**. Grant request will bring attraction to the property located in a high traffic area along the NW 7th Avenue corridor.

**735 NE 125 St., Ste. 100, North Miami, FL 33161 | P: 305.895.9839 | F: 305.895.9822 | [NorthMiamiCRA.org](http://NorthMiamiCRA.org)**

CRA  
Board

Philippe Bien-Aime  
Chairman

Alix Desulme, Ed.D.  
Vice-Chairman

Mary Estime-  
Irvin  
Board Member

Scott Galvin  
Board Member

Kassandra  
Timothe, MPA  
Board Member

Cornelius Shiver, Esq.  
Executive Director

Sтивен W. Zerkowicz, Esq.  
CRA Attorney

Vanessa Joseph, Esq.  
CRA Secretary





**NORTH MIAMI CRA**  
COMMUNITY REDEVELOPMENT AGENCY

Page 1 of 5

**Grant Application****Case Id:** 11259**Name:** Pinero Plaza Project**Contact Information**

BUSINESS INFORMATION	CONTACT INFORMATION	PROPERTY / OWNER INFORMATION
Business Name <i>Pinero Real Estate, LLC.</i>	Name <i>Kelvin Pinero</i>	Is Applicant also the Property Owner? <i>Yes</i>
Business / Project Address <i>12190 NW 7th Avenue North Miami, FL 33168</i>	Title <i>Owner</i>	Property Owner Name <i>Kelvin Pinero</i>
Is the property in the CRA? <i>Yes</i>	Work Phone <i>(954) 588-8500</i>	Property Owner Address <i>7900 HARBOR ISLAND DRIVE A701 North Bay Village, FL 33141</i>
	Cell Phone <i>(305) 951-7797</i>	Property Owner Phone <i>(305) 951-7797</i>
	Email Address <i>kpinero001@aol.com</i>	Property Owner Email Address <i>kpinero001@aol.com</i>

**Business Information**

TYPE OF BUSINESS	TYPE OF BUSINESS ENTITY	GENERAL INFORMATION
Business Type <i>Other (Explain in Business Information)</i>	Business Organization Structure <i>Limited Liability Corporation (LLC)</i>	Have you ever received a CRA or City grant before? <i>No</i>
Number of Employees <i>3</i>	Federal Tax ID Number <i>45-4045538</i>	If yes, when and what was the grant?
Business Information <i>Real Estate Professional/Property management</i>	Partner / Ownership Interest <i>100%</i>	
Please explain what benefit will these enhancements provide the business/property, CRA and North Miami community.		

**735 NE 125 St., Ste. 100, North Miami, FL 33161 | P: 305.895.9839 | F: 305.895.9822 | [NorthMiamiCRA.org](http://NorthMiamiCRA.org)**

<b>CRA Board</b>	<b>Philippe Bien-Aime</b> Chairman	<b>Alix Desulme, Ed.D.</b> Board Member	<b>Mary Esline-Irvin</b> Board Member	<b>Scott Galvin</b> Board Member	<b>Kassandra Timothe</b> Board Member	<b>Cornelius Shiver, Esq.</b> Executive Director	<b>Steven W. Zerkowitz, Esq.</b> CRA Attorney	<b>Vanessa Joseph, Esq.</b> CRA Secretary
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## NORTH MIAMI CRA

COMMUNITY REDEVELOPMENT AGENCY

Page 2 of 5

*the project will bring a modern Cafe and Chef Creole to the area in a true green building while maintaining employment for over 12 people at this location and employing a least six more after the addition of the Cafe.*

### Project Information

GRANT INFORMATION	INTERIOR WORK TO BE PERFORMED	EXTERIOR WORK TO BE PERFORMED
Type of grant you are applying for: <i>Rehabilitation</i>	Painting <i>Yes</i>	Signage <i>Yes</i>
Total Project Cost <i>\$1,222,884.52</i>	Flooring <i>Yes</i>	Windows <i>Yes</i>
Grant Request <i>\$300,000.00</i>	Lighting Fixtures <i>Yes</i>	Awnings <i>Yes</i>
	Security <i>No</i>	Painting <i>Yes</i>
	Remodel <i>Yes</i>	Security <i>Yes</i>
	Please provide a more detailed description of interior work to be done <i>see attached</i>	Lighting <i>Yes</i>
		Landscaping <i>Yes</i>
		Please provide a more detailed description of exterior work to be done <i>see attached</i>

735 NE 125 St., Ste. 100, North Miami, FL 33161 | P: 305.895.9839 | F: 305.895.9822 | [NorthMiamiCRA.org](http://NorthMiamiCRA.org)

CRA  
Board

Philippe Ben-Ame  
Chairman

Alix Desulme, Ed.D.  
Board Member

Mary Esline-  
Irvin  
Board Member

Scott Galvin  
Board Member

Kassandra  
Timothe  
Board Member

Cornelius Shiver, Esq.  
Executive Director

Sleaven W. Zerkowitz, Esq.  
CRA Attorney

Vanessa Joseph, Esq.  
CRA Secretary



**NORTH MIAMI CRA**  
COMMUNITY REDEVELOPMENT AGENCY

Page 3 of 5

### Bid Information

<b>Company</b>	Atlantic Coast Restaurant & Mechanical Services		<b>\$669,665.70</b>
<b>Scope</b>	Buildout		
<b>Contact Name</b>	Devin Londos		
<b>Office Phone</b>	3056334327	<b>GC Number</b>	CBC1263242
<b>Mobile Phone</b>	954-913-6050	<b>Address1</b>	7700 NW 37 Avenue
<b>Fax</b>	3056331346	<b>Address2</b>	
<b>Email</b>	devinl@atlanticcoasthb.com	<b>City, State Zip</b>	Miami, FL 33147

<b>Company</b>	Pistos Group, Inc.		<b>\$831,547.00</b>
<b>Scope</b>	Buildout		
<b>Contact Name</b>	Loren Fraute		
<b>Office Phone</b>	3054676715	<b>GC Number</b>	CBC1263242
<b>Mobile Phone</b>	3954676715	<b>Address1</b>	2045 Coral Ridge Drive
<b>Fax</b>		<b>Address2</b>	
<b>Email</b>	lfraute@pistosgroup.com	<b>City, State Zip</b>	Coral Springs, FL 33071

<b>Company</b>	Urban Redevelopment Corp.		<b>\$1,164,900.00</b>
<b>Scope</b>	Buildout		
<b>Contact Name</b>	Rosa Juan		
<b>Office Phone</b>	9546554272	<b>GC Number</b>	CGC1505249
<b>Mobile Phone</b>		<b>Address1</b>	2020 NE 163 <sup>rd</sup> St, 208 A
<b>Fax</b>		<b>Address2</b>	
<b>Email</b>		<b>City, State Zip</b>	North Miami Beach, FL 33162


735 NE 125 St., Ste. 100, North Miami, FL 33161 | P: 305.895.9839 | F: 305.895.9822 | [NorthMiamiCRA.org](http://NorthMiamiCRA.org)

<b>CRA Board</b>	Philippe Bien-Aime Chairman	Allix Desulme, Ed.D. Board Member	Mary Estime-Irvin Board Member	Scott Galvin Board Member	Kassandra Timothe Board Member	Cornelius Shiver, Esq. Executive Director	Steven W. Zerkowicz, Esq. CRA Attorney	Vanessa Joseph, Esq. CRA Secretary
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**My signature below indicates that I have read and fully understand this document and its contents.**

**Applicant**

  
Signature

10/5/2022

Date

**Property Owner (if not applicant)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

735 NE 125 St., Ste. 100, North Miami, FL 33161 | P: 305.895.9839 | F: 305.895.9822 | [NorthMiamiCRA.org](http://NorthMiamiCRA.org)

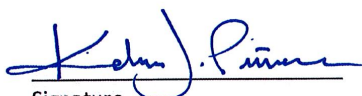
CRA Board	Philippe Bien-Aime Chairman	Alix Desulme, Ed.D. Board Member	Mary Estime-Irvin Board Member	Scott Galvin Board Member	Kassandra Timothe Board Member	Cornelius Silver, Esq. Executive Director	Steven W. Zeikowitz, Esq. CRA Attorney	Vanessa Joseph, Esq. CRA Secretary
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- ☒ My signature below indicates that I have read and fully understand this document and the terms and conditions of the grant guidelines.
- ☒ I understand that once I am approved I am not to request any additional grant funding until my grant terms have expired.
- ☒ I understand the Grantor (NMCRA) will issue no more than four payments during the project and CASH payments are NOT acceptable forms of payment.
- ☒ I understand if approved for a grant incentive with a match requirement, I am to submit expenditures reflecting grant reimbursement request and match requirement i.e. "If grant reimbursement request is \$25,000, I must submit a reimbursement for \$50,000."

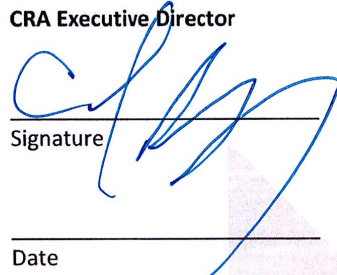
Applicant

  
Signature

10/5/2022

Date

CRA Executive Director

  
Signature

Date

735 NE 125 St., Ste. 100, North Miami, FL 33161 | P: 305.895.9839 | F: 305.895.9822 | [NorthMiamiCRA.org](http://NorthMiamiCRA.org)

CRA  
Board

Philippe Bien-Aime  
Chairman

Alix Desulme, Ed.D.  
Board Member

Mary Estime-  
Irvin  
Board Member

Scott Galvin  
Board Member

Kassandra  
Timothe  
Board Member

Cornelius Shiver, Esq.  
Executive Director

Steven W. Zelkowitz, Esq.  
CRA Attorney

Vanessa Joseph, Esq.  
CRA Secretary



December 22, 2021

Kelvin J. Pinero

7900 Harbor Island Drive, Suite A701  
North Bay Village, FL 33141  
Phone: (305) 951-7797

► North Miami CRA

735 NE 125 Street, Suite 100  
North Miami, FL 33161  
Phone: (305) 895-9839

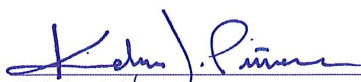
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**RE: Letter of Intent - Business Attraction & Expansion Grant Request: 12190 NW 7<sup>th</sup> Avenue**

Pinero Real Estate, LLC is a small commercial real estate holding company. We presently own 12190 NW 7th Avenue and 7931 Biscayne Boulevard. Since 2005, we've owned the MetroPCS stores in both locations until 2014 when we sold them to Vida Plus. After serving the community for over 15 years, we opted to use the proceeds from the sale and a construction loan to invest in an additional bay and a newly renovated building with green techniques and technology. However, we need additional funding in the amount of \$300K of the \$1.23 million budget to buildout the location. The completion of this green commercial building will allow us to welcome three (3) new businesses that will better service the demographic of our community. The three (3) businesses I have solicited are Chef Creole, Classy Lady Beauty Supply and Betty's Café, they have signed a lease to rent and operate at 12190, 12192 & 12194 NW 7th Avenue. They will employ over twelve (12) residents within our community, as well as add more business tax revenue.

With the funding from the North Miami CRA it will provide support towards the construction budget. We will be able to remove the eyesore from 7th Avenue, add three (3) businesses needed in our community resulting in added taxable business revenue and jobs in our community. I look forward to your feedback of support to improve our community. With the help of the North Miami CRA in completing our common goal of a new commercial building, it will reflect a positive improvement along the NW 7th Avenue corridor.

Sincerely,

  
Kelvin J. Pinero

Owner  
Pinero Real Estate, LLC  
12/22/2021

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9/19/22, 3:04 PM

Detail by Entity Name



DIVISION OF CORPORATIONS


[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Limited Liability Company  
PINERO REAL-ESTATE, LLC

### Filing Information

**Document Number** L11000133707  
**FEI/EIN Number** 45-4045538  
**Date Filed** 11/28/2011  
**Effective Date** 11/30/2011  
**State** FL  
**Status** ACTIVE  
**Last Event** LC AMENDMENT  
**Event Date Filed** 08/03/2020  
**Event Effective Date** NONE

### Principal Address

12190 NW 7TH AVENUE  
NORTH MIAMI, FL 33168

### Mailing Address

7900 Harbor Island Drive  
Suite 701A  
North Bay Village, FL 33141

Changed: 04/15/2016

### Registered Agent Name & Address

PADULA BENNARDO LEVINE, LLP  
3837 NW Boca Raton Boulevard  
SUITE 200  
BOCA RATON, FL 33431

Name Changed: 04/29/2019

Address Changed: 04/29/2019

### Authorized Person(s) Detail

#### **Name & Address**

Title MGRM

Pinero, Kelvin J, Jr

search.sunbiz.org/Inquiry/CorporationSearch/SearchResultDetail?inquirytype=EntityName&directionType=Initial&searchNameOrder=PINEROREALES... 1/3



Legal Description of Property



# OFFICE OF THE PROPERTY APPRAISER

## Summary Report

Generated On : 9/19/2022

Property Information	
Folio:	06-2126-014-3840
Property Address:	12190 NW 7 AVE North Miami, FL 33168-2527
Owner	PINERO REAL ESTATE LLC
Mailing Address	7900 HARBOR ISLAND DR #A701 NORTH BAY VILLAGE, FL 33141 USA
PA Primary Zone	6600 COMMERCIAL - LIBERAL
Primary Land Use	1111 STORE : RETAIL OUTLET
Beds / Baths / Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	1,478 Sq.Ft
Lot Size	14,125 Sq.Ft
Year Built	1967



Assessment Information			
Year	2022	2021	2020
Land Value	\$423,750	\$423,750	\$423,750
Building Value	\$55,480	\$48,823	\$48,823
XF Value	\$10,587	\$10,647	\$10,707
Market Value	\$489,817	\$483,220	\$483,280
Assessed Value	\$420,535	\$382,305	\$347,550

Benefits Information				
Benefit	Type	2022	2021	2020
Non-Homestead Cap	Assessment Reduction	\$69,282	\$100,915	\$135,730
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Short Legal Description	
NORTH SHORE HEIGHTS PB 40-62 MOST NLY 125 FT OF LOT B BLK 21 LOT SIZE 125.000 X 113 COC 24608-3875 05 2006 5	

Taxable Value Information			
	2022	2021	2020
<b>County</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$420,535	\$382,305	\$347,550
<b>School Board</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$489,817	\$483,220	\$483,280
<b>City</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$420,535	\$382,305	\$347,550
<b>Regional</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$420,535	\$382,305	\$347,550

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
01/27/2012	\$402,500	28014-0965	Corrective, tax or QCD; min consideration
11/30/2011	\$325,000	27944-1610	Corrective, tax or QCD; min consideration
05/01/2006	\$0	24608-3875	Sales which are disqualified as a result of examination of the deed
07/01/2005	\$390,000	23701-2620	Sales which are qualified

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:

\$9,081.16

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Exemptions:

10

General Attachment: AGENDA 3 ... t for Pinero Real Estate.pdf

Signed Contract  
Estimated Project Cost



**PROPOSAL & CONTRACT**

**AGREEMENT** made as of the «30» day of «JULY» in the year «2022 »  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

« »KELVIN PINERO  
« »PINERO REAL ESTATE LLC  
« »7900 HARBOR ISLAND DR #A701  
« »NORTH BAY VILLAGE, FL 33141

and the Contractor:  
(Name, legal status, address and other information)

« »PISTOS GROUP, INC  
« »LOREN FRAUTE  
« »2045 CORAL RIDGE DRIVE  
« »CORAL SPRINGS, FL, 33071

for the following Project:  
(Name, location and detailed description)

« » 12190 NW 7<sup>TH</sup> AVE  
« » NORTH MIAMI, FL, 33168  
« »

The Architect:  
(Name, legal status, address and other information)

« »PARAMOUNT CONSULTING & ENGINEERING  
« »WILDER OMONTE  
« »6135 NW 167<sup>TH</sup> STREET, E-1  
« »MIAMI, FL, 33015

The Owner and Contractor agree as follows.



**TABLE OF ARTICLES**

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

**EXHIBIT A INSURANCE AND BONDS****ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. Specifically excluded from this contract and contract price are the following scopes of work:

("Excluded Work"). The Excluded Work shall be performed in phase two of the Project and shall be a separate price to be determined at later date.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**§ 3.1** The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

☐ Established as follows:

1. Signed agreement
2. Notice of Commencement Letter from Miami-Dade County
3. Initial Mobilization Payment

**§ 3.2** The Contract Time shall be measured from the date of commencement of the Work. Estimated time if payment is made by JAN 31<sup>ST</sup> 2022 and completion of work under this contract based on subcontractors lead time JULY 20<sup>th</sup>.

**§ 3.3 Substantial Completion**

**§ 3.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

☐ By the following date: NOVEMBER 15<sup>th</sup> 2022.

Time shall not be of the essence with respect to this Contract's scheduling or time of completion.

#### ARTICLE 4 CONTRACT COST + 15%

§ 4.1 PHASE #1- The Owner shall pay the Contractor a cost plus 15% fee of the total contract price, including all subcontracted work. The Contract Sum shall be (\$1,043,377.84) WITH a 15% fee for the GC at \$156,506.55 for a grand total of \$1,199,884.39. Subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Allowances & Change orders: Due to market conditions, PISTOS GROUP, INC has the right to increase amounts based on any change of material on the contract sum amount based on any material price increases on work performed by PISTOS GROUP, or any subcontractors. PISTOS GROUP also has the right to increase contract sum amount on any change order that may occur that are NOT in the plans dated 11-02-2021. PISTOS GROUP, INC. has the right to increase its GF fee by 15% of the contract sum amount after material and change orders.

#### ARTICLE 5 PAYMENTS

##### § 5.1 Progress Payments PHASE#1

§ 5.1.1 Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below:

##### PHASE#1

DRAW#1 TOTAL -Mobilization \$97,084.56  
 DRAW#2 TOTAL -After Slab is poured \$90,887.53  
 DRAW#3 TOTAL- After Walls are poured \$105,889.87  
 DRAW#4 TOTAL- After Concrete Roof is poured \$78,188.00  
 DRAW#5 TOTAL- After Installation of Openings \$78,188.00  
 DRAW#6 TOTAL -FINAL PAYMENT \$45,894.00

PHASE#2 Will be determined later due to other sources of funding.

#### « » COST BRAKEDOWN

##### PHASE#1

##### PINERO COMMERCIAL PLAZA

Temporary Fence	\$4,000.00
Demolition	\$21,000.00
Friendly John	\$1,500.00
Excavation Kings	\$7,800.00
<b>TOTAL</b>	<b>\$34,300.00</b>

##### PISTOS GROUP, INC--FOUNDATION & SHELL

##### MATERIALS

Rebar	\$25,566.00
10 Steel Columns	\$15,626.00
Plywood/ 2x4/Chairs/Ties/Visqueen	\$6,131.00
Concrete	\$35,720.00
Quad-Lock Walls	\$12,029.35
Quad-Deck Roof	\$15,516.99
Freight of Quad-Lock/Quad-Deck Material	\$5,000.00

##### EQUIPMENT

SHORING WALLS (Panel Jacks--Transportation)	\$1,000.00
SHORING Rental--Quad-Deck Roof	\$4,350.00
Forklift for Columns	\$1,724.82

Forklift for Rebar Roof	\$1,079.00
Concrete Compactor	\$750.00
Scaffold Rental Parapet Wall	\$1,240.00

**LABOR**

Concrete cutting existing slab & additional wall demo	\$1,350.00
Concrete Pump & Finish	\$14,700.00
Labor Foundation & Slab	\$16,320.00
Labor Quad-Lock Walls	\$8,516.00
Labor Shoring	\$3,664.00
Labor Roof & Tie Beams	\$13,888.00
Labor Parapet Walls	\$4,440.00
Labor Removal of Shoring and Formwork	\$3,664.00
Exterior Metal Framing of North and South Side--LM	\$10,688.58

**TOTAL SHELL****\$202,963.74****PHASE 2****SUBCONTRACTS & OTHER WORKS**

Plumbing	\$62,500.00
Electrical	\$51,970.00
A/C Mechanical	\$98,000.00
Hoods & Ventillation	\$42,900.00
Exterior Doors and Windows	\$53,061.00
Fire Sprinklers & Backflow Preventer	\$57,000.00
Stucco	\$35,700.00
Roof Waterproofing	\$15,000.00
Exterior Paint 1 coat	\$5,000.00
Exterior Paint 2 coat and finish	\$13,500.00
Railings	\$7,326.90
Exterior Civil Parking Lot	\$38,000.00
Exterior Parking Lot	\$224,080.00
Exterior Sign	\$19,447.20
Interior Ceiling Framing	\$12,522.00
Interior Ceiling Drywall, & Finish	\$13,500.00
Interior Partition Walls Framing	\$15,500.00
Interior Framing Drywall & Finish	\$11,332.00
Interior Ceiling Accoustical Ceiling	\$5,500.00
Bathrooms- Toilets, Sinks	\$3,500.00
Bathrooms- Mirros-Ventilators	\$750.00
Bathrooms- Grab Bars ADA	\$750.00
Bathrooms- Sinange ADA	\$350.00
Interior Flooring	\$20,125.00
Interior Doors	\$3,500
Interior Paint Walls & Ceilings	\$15,300
<b>TOTAL SUBCONTRACT &amp; OTHER WORKS</b>	<b>\$826,114.10</b>

TOTAL \$1,063,377.84

GC FEE \$159,506.68

**GRAND TOTAL \$1,222,884.52**

§ 5.1.3 Provided that an Application for Payment is received by the owner, the Owner shall make payment of the amount requested by the Contractor not later than the 3 days after request has been made. If payment is NOT received, PISTOS GROUP, INC has the right to stop all work until payment is made.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

#### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

« »

§ 5.1.7.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

« »

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

« »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment



pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

« »

**§ 5.1.8** If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

**§ 5.1.9** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## **§ 5.2 Final Payment**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

**§ 5.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

## **§ 5.3 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

« » % « »

## **ARTICLE 6 DISPUTE RESOLUTION**

### **§ 6.1**

« »

« »

« »

« »

### **§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

[ ☐ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[ ☒ ] Litigation in a court of competent jurisdiction

[ ☐ ] Other *(Specify)*

« »

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## **ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.



§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:  
*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

« »

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

#### ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

#### § 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:  
*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

« »

§ 8.7 Other provisions:

« Owner may recommend Subcontractors to the Contractor, but Contractor shall have the right of refusal to refuse to subcontract with any Subcontractor so recommended in Contractor's sole discretion; as a condition precedent to Contractor subcontracting with any Owner selected Subcontractor such Subcontractor must be licensed in its particular trade or scope of work, should the State of Florida or local jurisdiction require a license, be insured to the same or greater limits as Contractor is so required for the Project and be of good reputation in the industry. »

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013 incorporated into this Agreement.)*

- .5 Drawings

Number	Title	Date

- .6 Specifications

Section	Title	Date	Pages

- .7 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless

the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:  
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

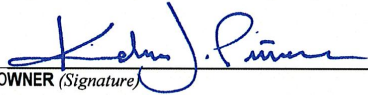
Title	Date	Pages


☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

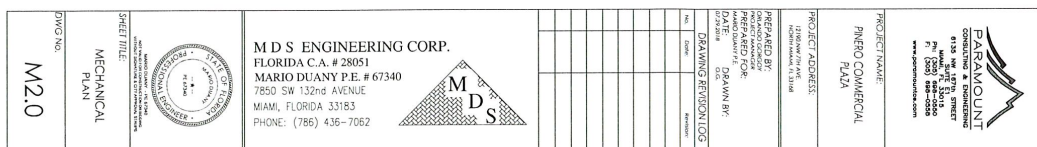
- .9 Other documents, if any, listed below:  
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

  
OWNER (Signature)  
KELVIN PINERO  
PINERO REAL ESTATE LLC  
MANAGING MEMBER  
(Printed name and title)

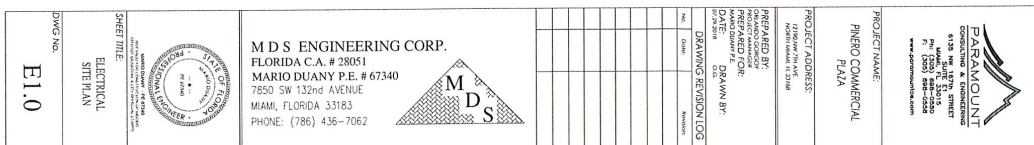
  
CONTRACTOR (Signature)  
LOREN FRAUTE  
GENERAL CONTRACTOR  
PISTOS GROUP, INC  
(Printed name and title)

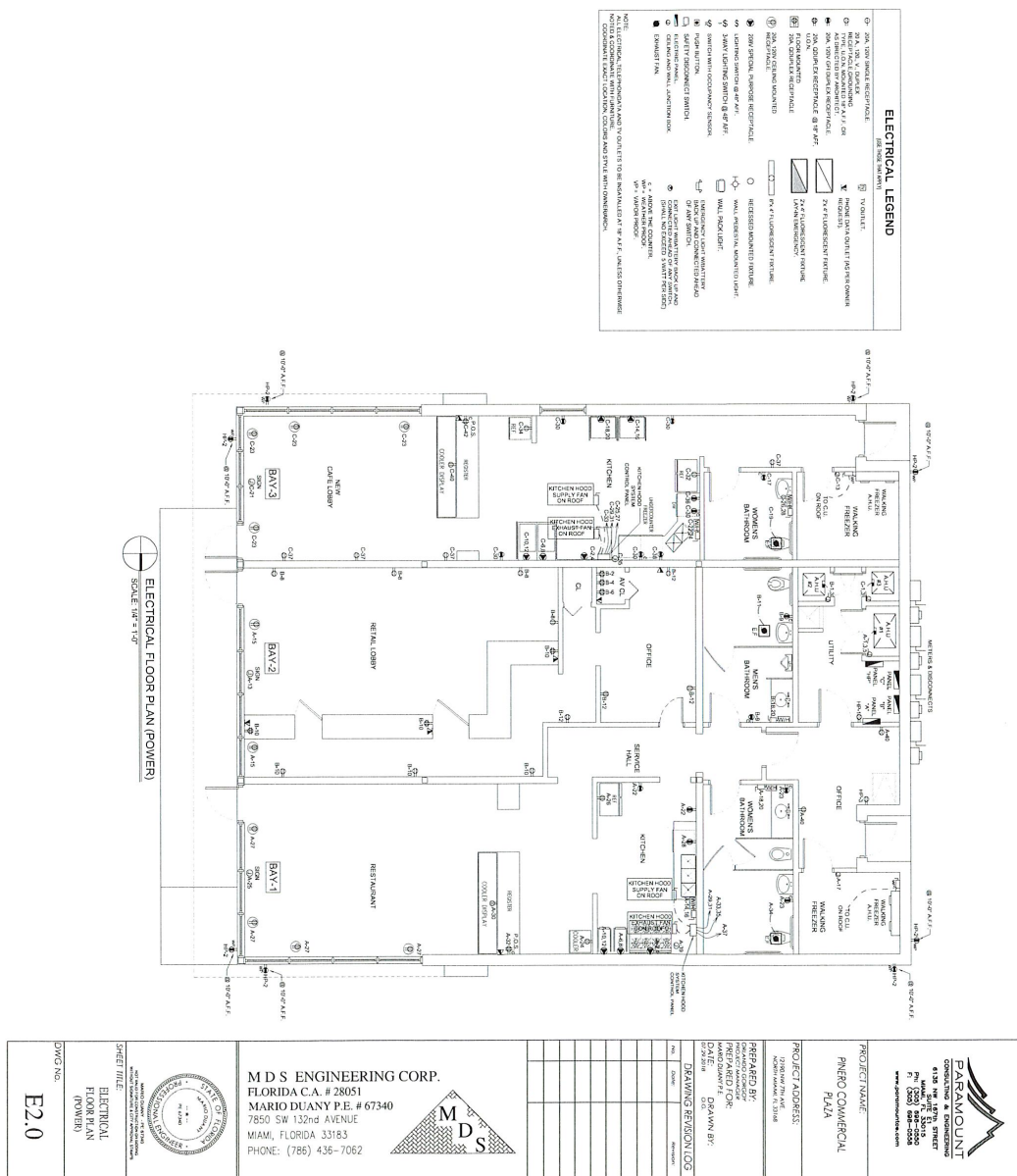
General Attachment: AGENDA 3 ... t for Pinero Real Estate.pdf

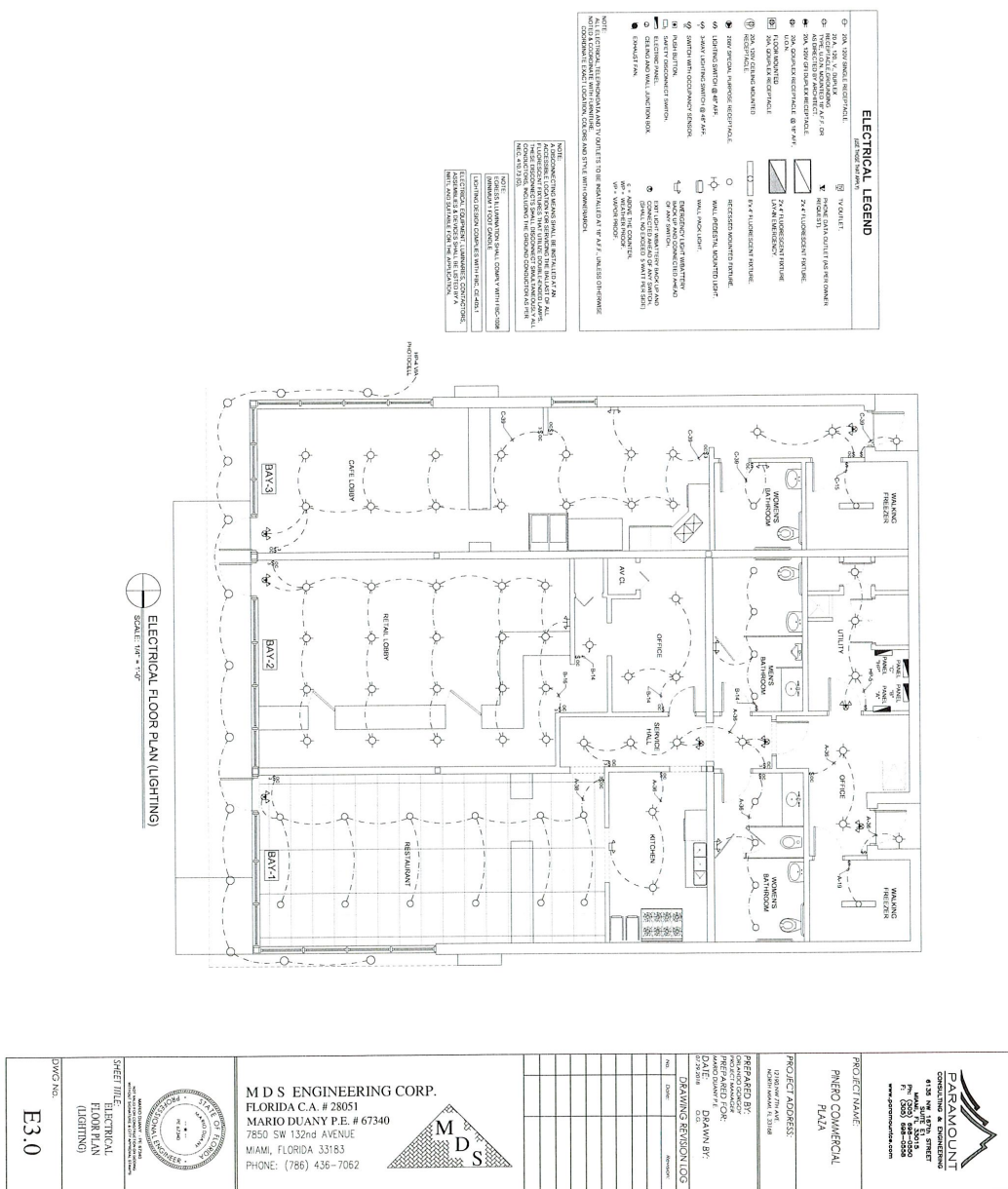




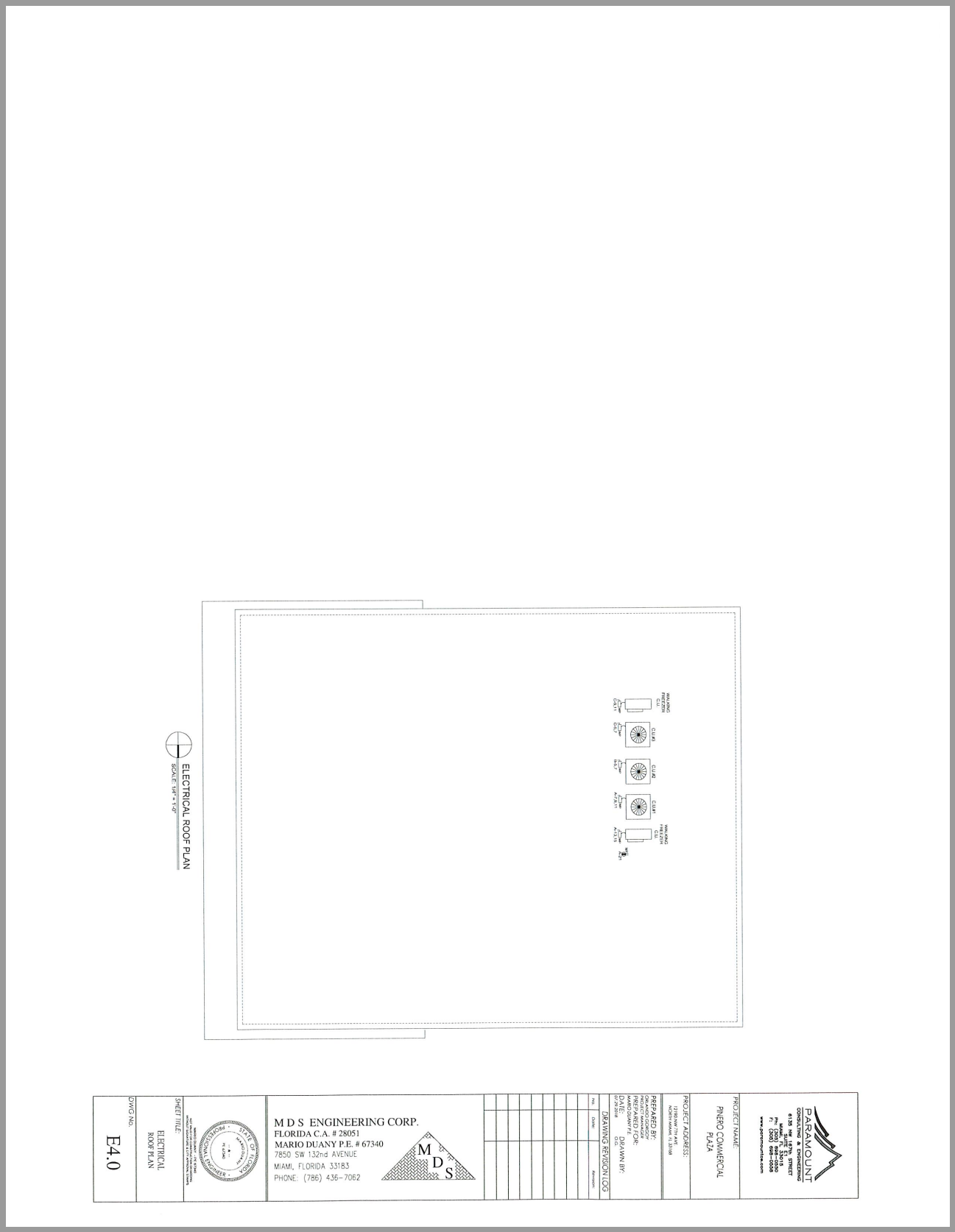


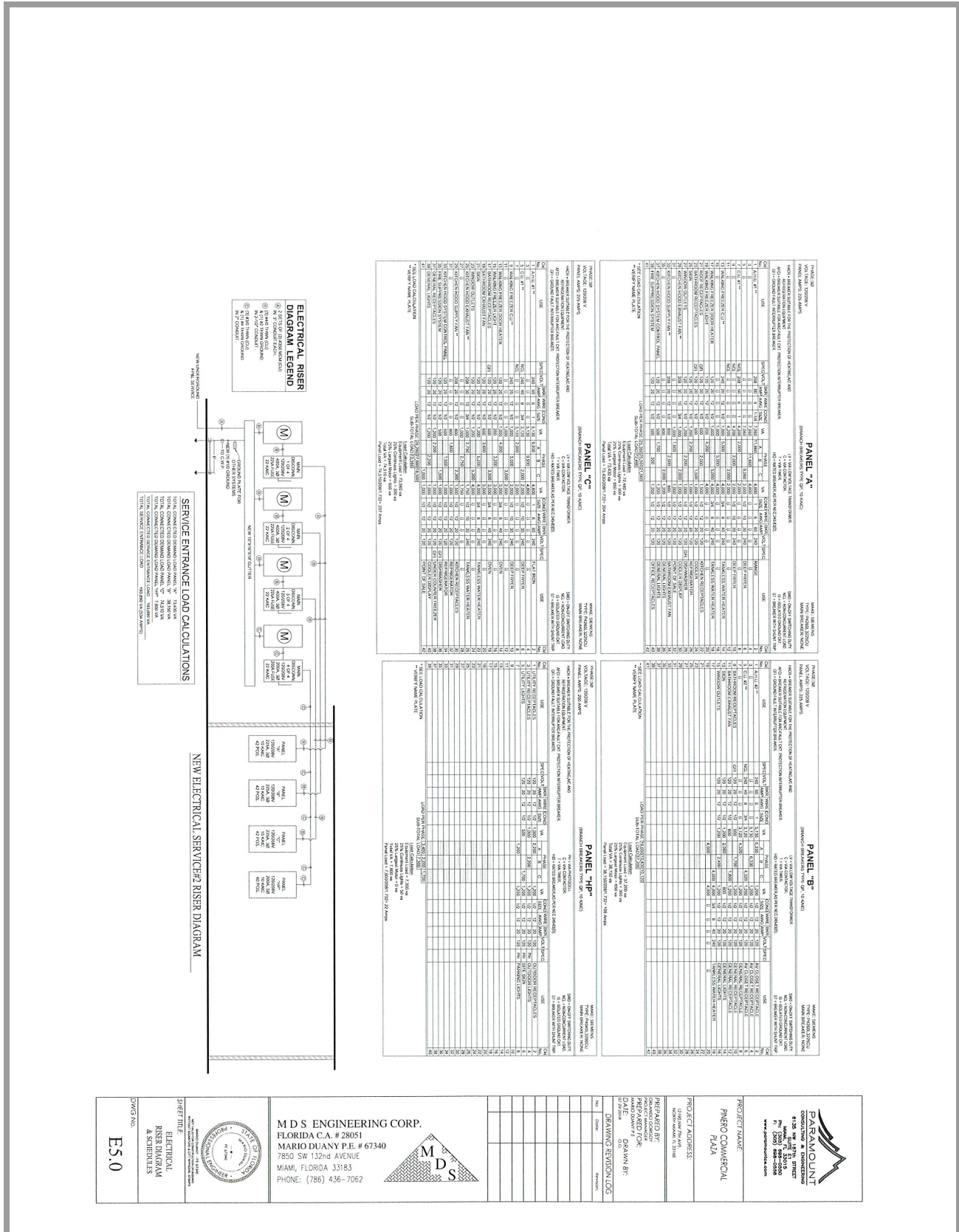




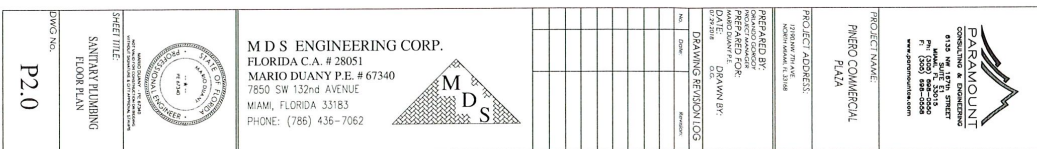


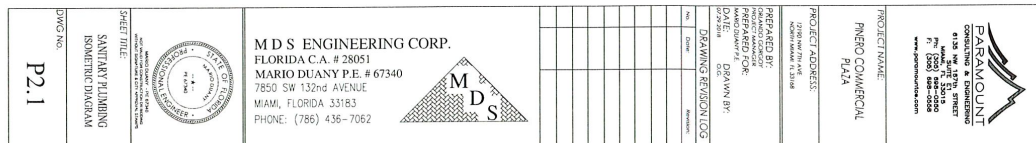




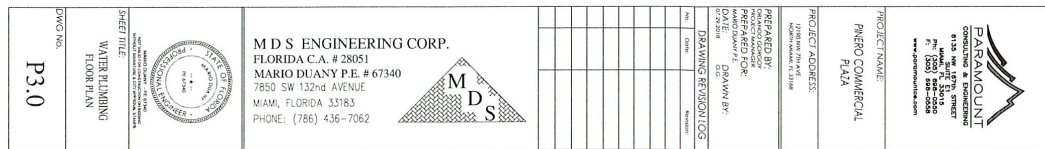


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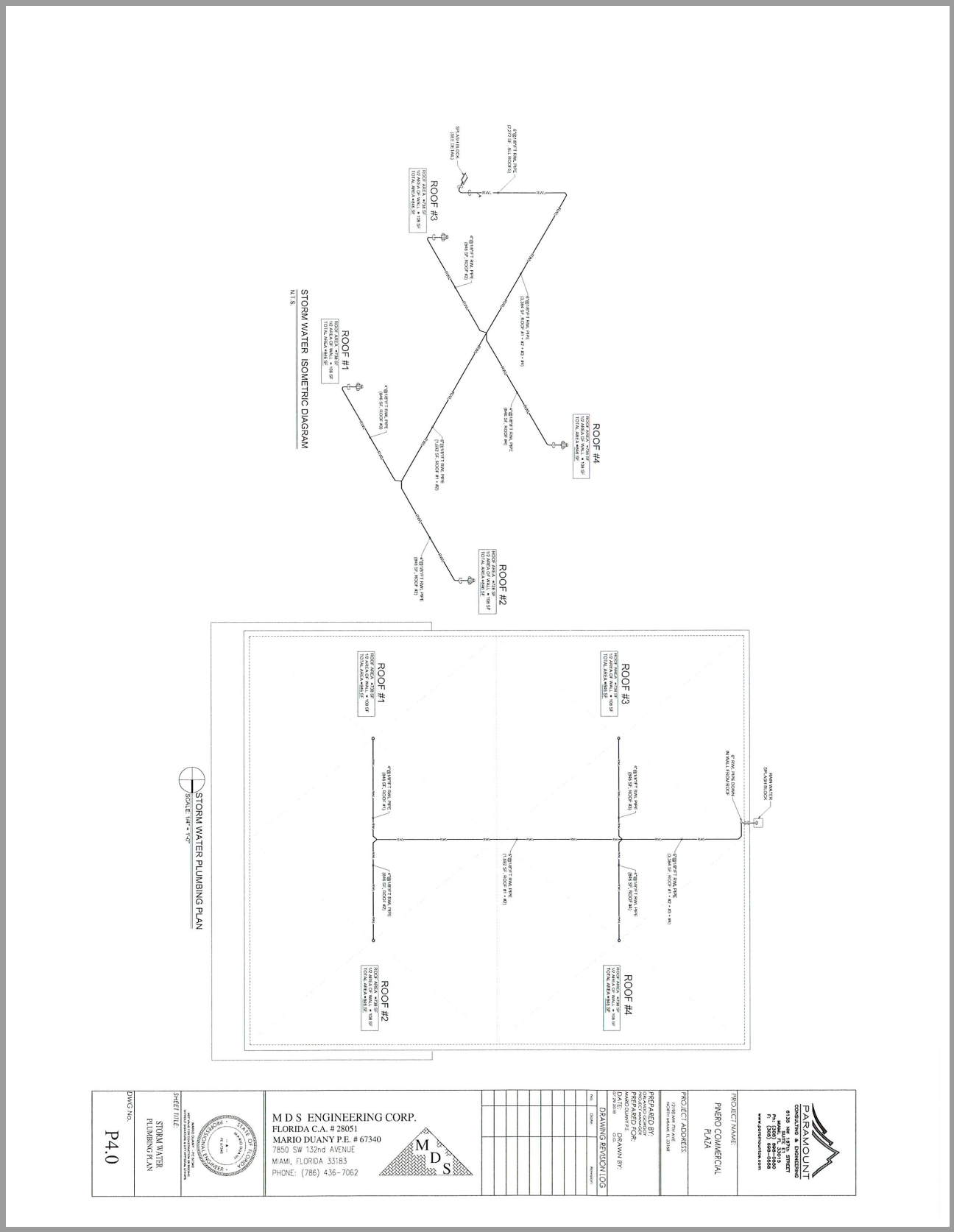


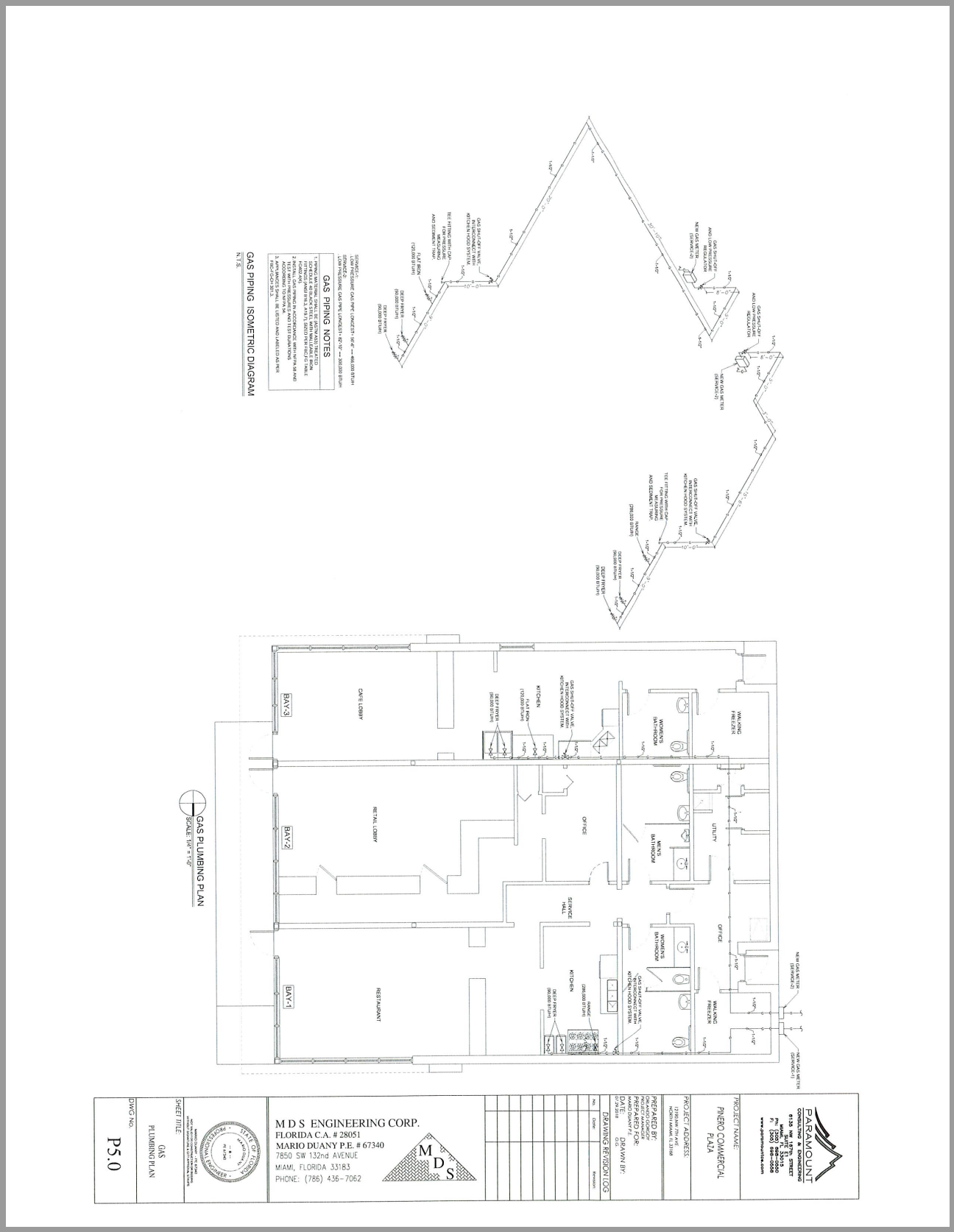








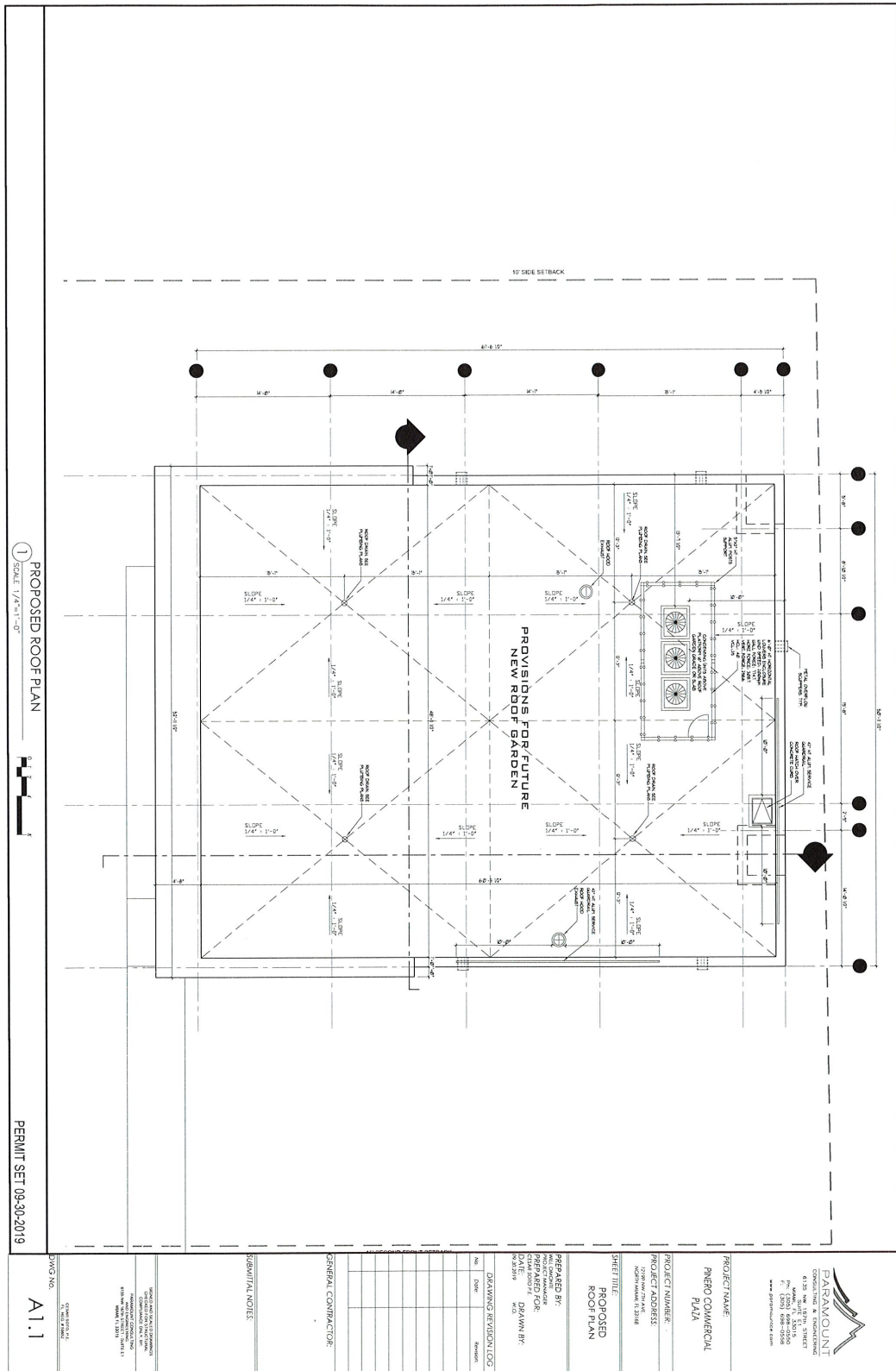


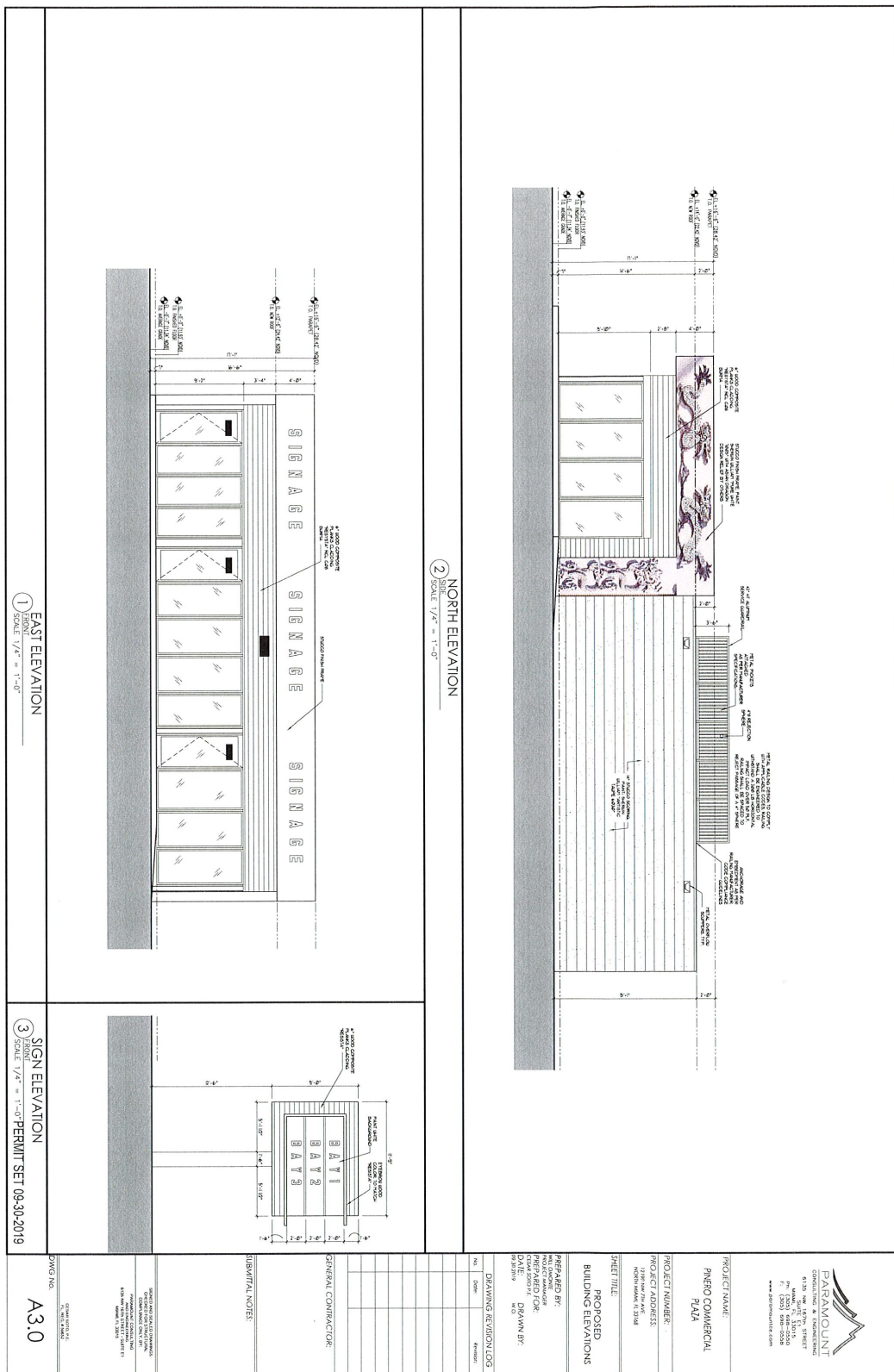


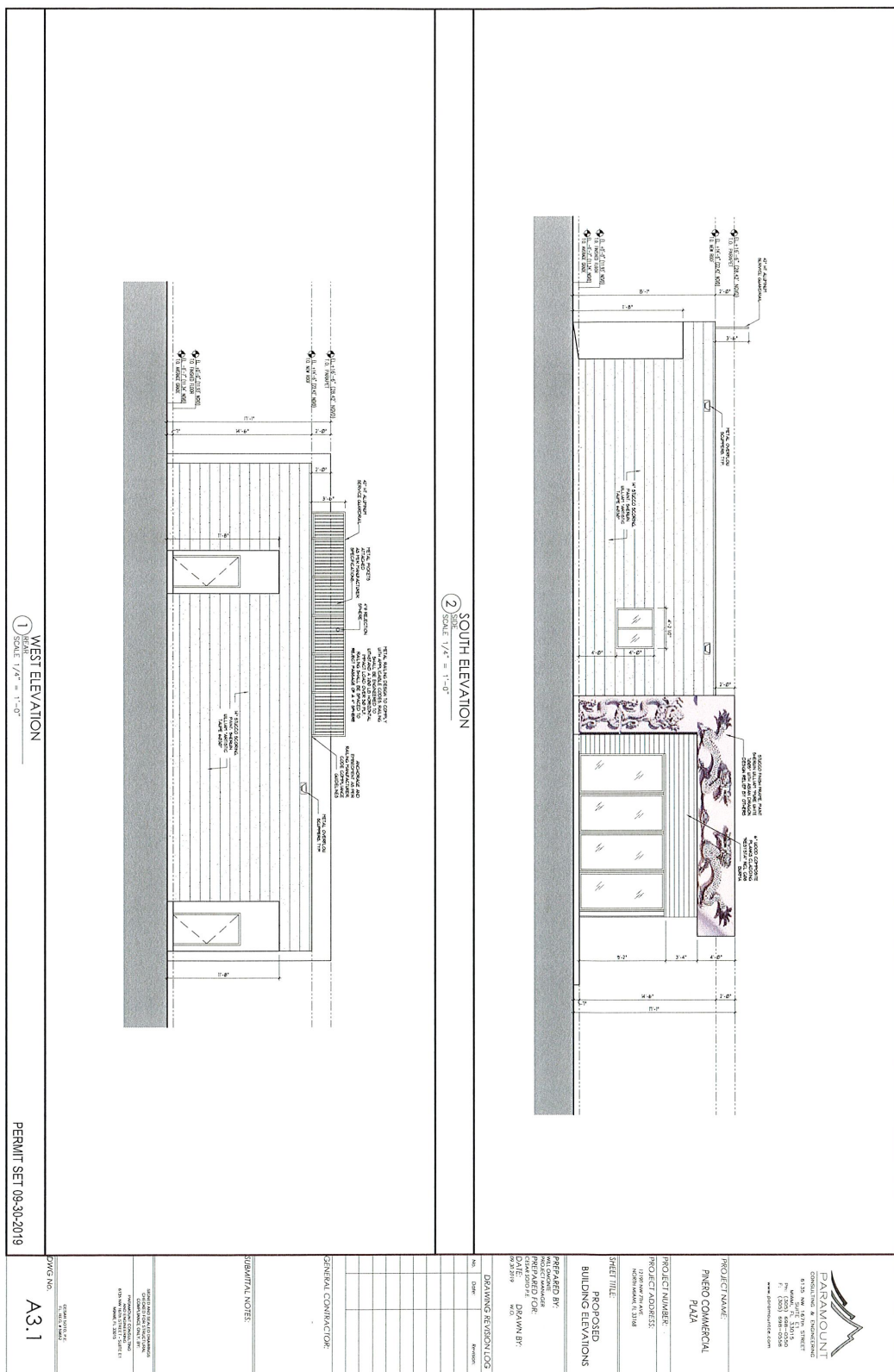






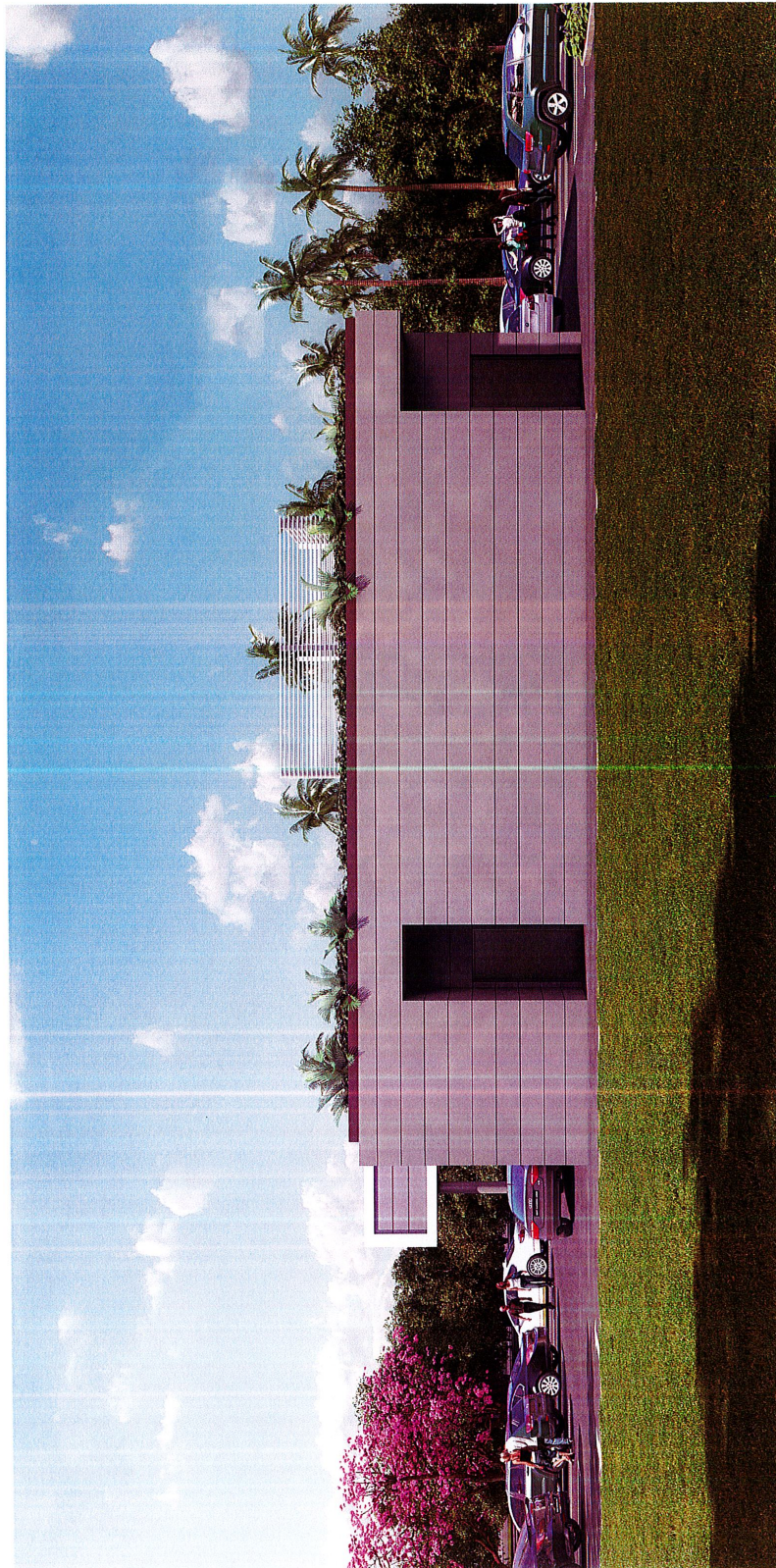








Renderings





















Pictures















BdI

## EXHIBIT A



## Bid Breakdown Form

Date: 2/3/20 Bid# Exhibit A  
 Client: Kevin Pinero Job#:  
 Address: 12190 NW 7 Ave Space#:  
 City, St, Zip: N Miami, FL 33168 Square Footage: 3,121  
 Contactor: Atlantic Coast Hospitality Builders Phone:  
 Address: 7700 NW 37th Ave Direct: 954-913-6050  
 City, St, Zip: Miami, FL 33147 Email: [devin@atlanticcoasthb.com](mailto:devin@atlanticcoasthb.com)

CSI Division	Description	Units	Unit Cost	Scope Cost	Total Div. Cost
<b>Div. 01</b>	<b>GENERAL REQUIREMENTS</b>				<b>\$83,158.00</b>
01010	Plans/Blueprints Expense			\$300.00	By Owner
01020	Building Permit			\$0.00	
01030	Architectural Fees			\$0.00	
01050	Liability Insurance			\$1,225.00	
01051	Worker's Compensation			\$762.00	
01060	General Conditions			\$3,446.00	
01091	Project Signage			\$100.00	
01102	Temporary Protection			\$0.00	
01120	Temporary Electric			\$500.00	
01140	Temporary Toilet			\$410.00	
01145	Scaffolding			\$3,465.00	
01160	Final Cleaning			\$1,600.00	
01170	Dumpster			\$5,800.00	
01180	Supervision			\$36,400.00	
01185	Project Manager			\$12,600.00	
01186	Ext. Project Manager			\$0.00	By Owner
01190	Labor			\$3,400.00	
01210	Construction Cleaning			\$2,970.00	
01240	Punch List Items			\$1,500.00	
01250	Impact Fees/Builder's Risk Insurance			\$0.00	
01255	Equipment Rental			\$4,070.00	N/A
01260	Concrete Cutting			\$1,200.00	
01279	Cutting			\$0.00	
01360	Barriers & Enclosures/Fencing For Security			\$3,410.00	
<b>Div. 02</b>	<b>SITEWORK</b>				<b>\$32,855.00</b>
02010	Demolition of bldg, sidewalks, asphalt, concrete fence, landscaping			\$24,855.00	By Ross Civil
02011	Mobilization/Drainage 3 Catch Basins			\$0.00	
02012	Asphalt/D Curbs/Sidewalks/Striping			\$0.00	
02013	Landscaping/Sod			\$0.00	
02014	Irrigation			\$8,000.00	
02015	Earth Work			\$0.00	
02016	Water & Sewer			\$0.00	
02017	Erosion Control/Type IV Silt Fence			\$0.00	
02018	Porous Concrete Parking/Surface			\$0.00	
02019	Temp Construction Entrance As Per C-6			\$0.00	
<b>Div. 03</b>	<b>CONCRETE</b>				<b>\$9,425.00</b>
03010	Concrete 1CF Shell Structure			\$0.00	By Pistos Group
03017	Termite/Pest Control			\$625.00	
03020	Concrete Dumpster Enclosure & Bollards			\$8,800.00	By Owner
03040	Testing - Concrete			\$0.00	
03060	Masonry			\$0.00	N/A
03075	Plumbing Floor Repair/Rebar			\$0.00	N/A
03076	Concrete Sidewalks			\$0.00	By Ross Civil
<b>Div. 04</b>	<b>MASONRY</b>				<b>\$0.00</b>
04020	Plywood/Dens Glass			\$0.00	N/A
04070	Masonry			\$0.00	By Pistos Group
<b>Div. 05</b>	<b>METALS</b>				<b>\$55,900.00</b>
05010	SS Cladding/Guards			\$0.00	Included in 9035
05020	RTU Metal Louvers			\$15,000.00	



EXHIBIT A					
05030	Railings/Guard Rails @ Roof			\$6,500.00	
05040	Structural Steel/10 Columns/No Beams			\$24,500.00	
05050	Roof Access Patch & Ladder			\$5,400.00	
05060	Aluminum Dumpster Gate			\$4,500.00	
05070	Tube Steel @ Storefronts			\$0.00	Included
<b>Div. 06</b>	<b>CARPENTRY</b>				<b>\$22,257.00</b>
06010	Finish Lumber Package Material/Labor/Resyssta Cladding for Ext			\$7,787.00	
06020	Rough Lumber Material/Labor			\$6,845.00	
06030	Cabinets & Tops/Countertops/Storage			\$0.00	Included
06040	Plastic Laminate Counters/Solid Surface/White			\$7,625.00	
<b>Div. 07</b>	<b>THERMAL &amp; MOISTURE</b>				<b>\$3,910.00</b>
07010	Water/Damp Proofing			\$1,910.00	
07020	Roofing			\$0.00	By Owner
07030	Fire Stopping			\$1,300.00	
07080	Caulking			\$700.00	
07090	Vapor Barrier @ Resyssta Cladding			\$0.00	Included
07100	Insulation			\$0.00	Included
<b>Div. 08</b>	<b>DOORS &amp; WINDOWS</b>				<b>\$42,740.00</b>
08010	Metal Doors & Frames @ Rear D-3 & D-15			\$0.00	Included
08015	Hollow & Metal Labor			\$620.00	
08020	Interior Wood Doors/Bifolds D-4 & D-5			\$0.00	Included
08022	SC Doors & HM Frames/D-1, D-2, D-6, D-7, D-8, D-12, D-13			\$0.00	
08025	Door Labor & Install			\$1,670.00	
08030	Access Panels			\$500.00	
08040	Glass & Glazing As Per Plans/Green Tinted Impace			\$39,950.00	
08060	Aluminum Storefront Doors			\$0.00	Incl. in Div 8040
08080	Finish Hardware			\$0.00	Included
08110	OH Garage Doors			\$0.00	N/A
08130	Garage Glass OH Doors			\$0.00	N/A
08156	Roll Down Shutter OH Doors			\$0.00	N/A
08158	Cladding/Break Metal			\$0.00	Incl. in Div 8040
<b>Div. 09</b>	<b>FINISHES</b>				<b>\$85,965.00</b>
09010	Acoustical Ceiling @ Bay 3			\$1,950.00	
09020	Framing/Drywall			\$28,450.00	
09025	Stucco			\$18,150.00	
09040	Vinyl Base			\$0.00	N/A
09050	Carpet			\$0.00	N/A
09052	Polished Concrete/Allowance Bay #1 & 3/FOH			\$5,000.00	
09055	Flooring/Sealed Concrete @ Vacant Tenant Space			\$0.00	By Tenant
09060	VCT			\$0.00	N/A
09061	Drywall Ceilings			\$0.00	Included 9020
09070	Painting Exterior & Interior			\$13,915.00	
09075	Stucco Plaster			\$0.00	N/A
09080	Ceramic Tile/Floor & Wall/Quarry or Epoxy @ Kitchens 950 Sq Ft			\$8,900.00	
09090	Paint/Structure @ Interior			\$0.00	N/A
09130	Countertops			\$0.00	Included in 6040
09135	FRP/SS Cladding @ Rest & Café			\$9,600.00	
09140	Paint Asian Dragon Design			\$0.00	By Owner
<b>Div. 10</b>	<b>SPECIALTIES</b>				<b>\$12,703.00</b>
10010	Partitions/Bath @ Mens & Womens RR			\$0.00	
10020	Signage/HC Signs			\$160.00	
10030	Awnings/Metal @ Front			\$10,800.00	Allowance
10040	Shelving/Work Tables			\$0.00	By Owner
10070	Window Tinting			\$0.00	N/A
10080	Interior Railings			\$0.00	N/A
10095	Specialties/Bicycle Rack (5) Bikes			\$0.00	
10100	Stone Installation			\$0.00	N/A
10170	Epoxy Flooring System			\$0.00	N/A
10190	Bathroom Accessories @ ADA Bathrooms (3)			\$1,743.00	
<b>Div. 11</b>	<b>EQUIPMENT</b>				<b>\$800.00</b>
11010	Appliances			\$0.00	By Owner
11020	Kitchen Equipment/Display Cooler			\$0.00	By Owner
11050	Fire Extinguishers 6 W/ Cabinets			\$800.00	
11071	Walk-in Cooler/Pre Fabricated/Freezers @ Bays 1 & 2			\$0.00	
11072	Hood & Ventilation Equipment @ Café & Restaurant			\$0.00	By Owner

## EXHIBIT A

Div. 12	FURNISHINGS					\$0.00
12010	Casework				\$0.00	
Div. 13	SPECIAL CONSTRUCTION					\$0.00
13010	Live Green Roof & Sublayers				\$0.00	By Owner
Div. 14	CONVEYING SYSTEMS					\$0.00
14010	Elevator				\$0.00	
Div. 15	MECHANICAL					\$138,680.00
15010	Fire Sprinklers Interior Only/No Site Work				\$10,970.00	
15020	HVAC 3 New/RTUs/Duct Work/7.5 Ton & 2/5 Ton Units				\$53,400.00	
15023	Test & Balance				\$3,000.00	
15030	Plumbing				\$61,800.00	
15035	Bath Fixtures/Electric Water Heater/Tankless/Mop Sink				\$0.00	Included
15046	Grease Traps 50 GPM & 75 GPM				\$0.00	Included in 15030
15047	Bldg Roof Drains for Roof 1 Thru 4 (4 Total)				\$0.00	Included in 15030
15048	Gas @ Bays 1 & 2				\$9,510.00	
15049	Water Meters				\$0.00	Included
15050	Cisterns Water Collection System				\$0.00	By Owner
Div. 16	ELECTRICAL					\$93,925.00
16010	Electrical				\$79,325.00	
16015	Electrical Service/Panels A, B, C/House Panel				\$0.00	Included
16020	Site Lighting Poles				\$0.00	N/A
16030	Security System				\$0.00	By Owner
16040	Light Fixtures As Per Plans				\$14,600.00	Allowance
16045	Low Voltage				\$0.00	By Owner
16055	Fire Alarm				\$0.00	N/A
16061	Site Lighting/10 Wall Mounted				\$0.00	Included in 16010
16070	Electric Car Charger				\$0.00	N/A
16090	Phone System				\$0.00	N/A
Construction Subtotal						\$582,318.00

Contractor's Overhead and Profit Per Contract	15.0%	\$87,347.70
State / Municipality / Regulatory Fees		\$0.00
Design Fees		\$0.00
Alternate(s)		\$0.00

<b>Total Estimated Cost:</b>	<b>\$669,665.70</b>
------------------------------	---------------------

<b>Addendum #1</b>					
<b>Subtotal - Alternates</b>					
<b>Exclusions:</b>					
1	FPL Overhead Lines				
2	Water Meter by City of Hollywood				
3	Signage				
4	Soils Report				
5	Permits				
6	Concrete Testing				
7	De Watering				
8	Any Contaminated Soils				
9	Asbestos Testing and/or Removal				
10	FPL Transformer located 441 & Taft				
11	Cable Lattice not Spec'd/Bio SS Wire Rope				
12	Density Tests				
13	Threshold Inspector				
14	Pylon Signage by Owner				
15	6 Inch Water Main & Tapping Sleeve by Ross Civil				
16	Building Pad Certification				

Payment Terms:	Due Upon Receipt
Completion Time to Project:	Days

Client Acceptance Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Please submit a copy of this breakdown with your agreement.

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. The Bid Estimate is based on a copy of Bid Plans provided by the Owner and/or Owners Representative. Pricing and Scope of Work may change based on the Permitted Set of Plans, changes that may be required by local and state municipalities, and/or property owner. Valid for (30) days



9/22/22, 11:20 AM

Detail by Entity Name

DIVISION OF CORPORATIONS


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### Detail by Entity Name

Florida Limited Liability Company  
ATLANTIC COAST HOSPITALITY BUILDERS LLC

#### Filing Information

**Document Number** L19000178970  
**FEI/EIN Number** 84-2369073  
**Date Filed** 07/11/2019  
**Effective Date** 07/11/2019  
**State** FL  
**Status** ACTIVE  
**Last Event** REINSTATEMENT  
**Event Date Filed** 10/09/2020

#### Principal Address

7700 NW 37th Ave  
Miami, FL 33147

Changed: 02/03/2022

#### Mailing Address

7700 NW 37th Ave  
Miami, FL 33147

Changed: 02/03/2022

#### Registered Agent Name & Address

PELOSI, NANCY D  
4179 SW 64TH AVE  
STE 100  
DAVIE, FL 33314

Name Changed: 10/09/2020

#### Authorized Person(s) Detail

##### **Name & Address**

Title MGR

PITTSLEY, REBECA  
7700 NW 37th Ave  
Miami, FL 33147

search.sunbiz.org/Inquiry/CorporationSearch/SearchResultDetail?inquirytype=EntityName&directionType=Initial&searchNameOrder=ATLANTICCOAS... 1/2

9/22/22, 11:21 AM

DBPR - LAMPEL, RYAN J; Doing Business As: ATLANTIC COAST HOSPITALITY BUILDERS LLC, Certified Building Contractor

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS &  
PROFESSIONAL REGULATIONFlorida  
**dbpr** Department of Business  
& Professional Regulation[HOME](#) [CONTACT US](#) [MY ACCOUNT](#)**ONLINE SERVICES**[Apply for a License](#)[Verify a Licensee](#)[View Food & Lodging Inspections](#)[File a Complaint](#)[Continuing Education Course  
Search](#)[View Application Status](#)[Find Exam Information](#)[Unlicensed Activity Search](#)[AB&T Delinquent Invoice & Activity  
List Search](#)**LICENSEE DETAILS**

11:21:21 AM 9/22/2022

**Licensee Information**

Name:	LAMPEL, RYAN J (Primary Name) ATLANTIC COAST HOSPITALITY BUILDERS LLC (DBA Name)
Main Address:	15951 SW 41ST ST SUITE 800 DAVIE Florida 33331
County:	BROWARD
License Location:	7700 NW 37TH AVE MIAMI FL 33147
County:	DADE

**License Information**

License Type:	Certified Building Contractor
Rank:	Cert Building
License Number:	CBC1263242
Status:	Current,Active
Licensure Date:	07/05/2019
Expires:	08/31/2024

**Special  
Qualifications** **Qualification Effective**

Construction Business	07/05/2019
--------------------------	------------

**Alternate Names**[View Related License Information](#)[View License Complaint](#)2601 Blair Stone Road, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395The State of Florida is an AA/EEO employer. [Copyright 2007-2010 State of Florida. Privacy Statement](#)

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<https://www.myfloridalicense.com/LicenseDetail.asp?SID=&id=B9DA5217993E9BCA81ADEEE0ECFB989C>

1/2

Bidi

**PISTOS GROUP, INC.**2045 CORAL RIDGE DR, CORAL SPRINGS, FL 33071  
CGC#1519051 HI#3628 PHONE: (305) 467-6715**PROPOSAL****PROJECT:** PINERO COMMERCIAL PLAZA**CLIENT:** Kelvin Pinero**JOBSITE:** 12190 NW 7<sup>th</sup> AVE, North Miami, FL, 33168**DATE:** 01-19-2021**SCOPE OF WORK:**

A. To provide general contractor services for the building on new commercial building.

**COST OF PROPOSAL \$831,547****COST BREAKDOWN**

Demolition	\$15,700
Temporary Fence	\$3,500
Friendly John	\$1,350
Structure/Shell	\$177,996.58
Stucco	\$25,000
Exterior Paint	\$11,500
Exterior Openings	\$39,837.58
Roof Covering/Elastomeric	\$15,000
Kitchen Hood Equipment	\$42,500
A/C Mechanical	\$69,000
Electrical	\$50,299.21
Plumbing	\$65,900

1

PISTOS GROUP, INC.

LICENSED AND INSURED

CGC#1519051 HI#3628

**PISTOS GROUP, INC.**

2045 CORAL RIDGE DR, CORAL SPRINGS, FL 33071  
 CGC#1519051 HI#3628 PHONE: (305) 467-6715

Drywall/Interior Finishing	\$20,500
Interior Painting	\$7,000
Flooring	\$10,000
Accoustical Ceilings	\$10,000
Parking/Pourous concrete	\$85,000
Dumpster/General	\$4,500
Railings	\$6,440
Exterior Sign	\$10,000
Landscaping	\$20,000
Exterior Parking lot paint	\$5,500

TOTAL	\$696,523
PERMIT Cost	\$15,000
Contractor	\$120,023
<b>GRAND TOTAL</b>	<b>\$831,547</b>

**PISTOS GROUP, INC.**

2045 CORAL RIDGE DR, CORAL SPRINGS, FL 33071  
CGC#1519051 HI#3628 PHONE: (305) 467-6715

**Payment Schedule**

1. Mobilization--\$277,182.33
2. After Concrete Roof/Exterior Openings are In place--\$277, 182.33
3. After parking lot, exterior stucco and openings are in place \$277,182.33

---

**\*\*\*NOTES: Price is based on plans dated 09-30-2019**

1. Demolition does not include water, electrical, sewer disconnection, tree removal, and or any permits associated with this scope of work. Proposal does not include the testing or removal of any hazardous materials. Should fence be required for demolition, fence will be provided at an extra cost.
  2. Due to no knowledge of soil conditions, or soil report available. Pistos Group can adjust soil figures. Numbers are based on a budget set forth in the elevations of the plans, and current conditions. Pistos Group will notify General Contractor and Owner of any major changes in the amount of soil that is needed.
  3. Due to no confirmation of existing concrete thickness, Pistos Group reserves the right to adjust for any extra concrete cutting that is needed. Concrete cutting is based on the plans, and cutting of a 5" slab.
  4. Based on market conditions, Pistos Group, Inc. has the right to adjust prices due to finalized permitted plans not in placed.
- 

Respectfully Submitted by:

PISTOS GROUP, INC.  
GENERAL CONTRACTOR CGC#1519051





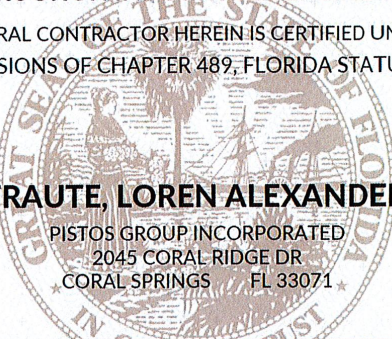

By: \_\_\_\_\_  
Loren Fraute, President

Date 01-19-2021



**PISTOS GROUP, INC.**

2045 CORAL RIDGE DR, CORAL SPRINGS, FL 33071  
CGC#1519051 HI#3628 PHONE: (305) 467-6715

	Ron DeSantis, Governor	Halsey Beshears, Secretary	
<b>STATE OF FLORIDA</b> <b>DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION</b>			
<b>CONSTRUCTION INDUSTRY LICENSING BOARD</b>			
THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES			
			
<b>FRAUTE, LOREN ALEXANDER</b>			
PISTOS GROUP INCORPORATED 2045 CORAL RIDGE DR CORAL SPRINGS FL 33071			
<div style="border: 1px solid black; padding: 2px; display: inline-block;"><b>LICENSE NUMBER: CGC1519051</b></div>			
<b>EXPIRATION DATE: AUGUST 31, 2022</b>			
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2/24/2021

DBPR - FRAUTE, LOREN ALEXANDER; Doing Business As: PISTOS GROUP INCORPORATED, Certified General Contractor

10:47:18 AM 2/24/2021

**Licensee Details****Licensee Information**

Name: **FRAUTE, LOREN ALEXANDER (Primary Name)**  
**PISTOS GROUP INCORPORATED (DBA Name)**

Main Address: **2045 CORAL RIDGE DR**  
**CORAL SPRINGS Florida 33071**

County: **DADE**

License Mailing:

LicenseLocation:

**License Information**

License Type: **Certified General Contractor**

Rank: **Cert General**

License Number: **CGC1519051**

Status: **Current,Active**

Licensure Date: **10/01/2010**

Expires: **08/31/2022**

**Special Qualifications**      **Qualification Effective**  
**Construction Business**      **10/01/2010**

**Alternate Names****[View Related License Information](#)****[View License Complaint](#)**

**2601 Blair Stone Road, Tallahassee FL 32399** :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

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2/24/2021

Detail by Entity Name

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### Detail by Entity Name

Florida Profit Corporation  
PISTOS GROUP INCORPORATED

#### Filing Information

**Document Number** P10000047159  
**FEI/EIN Number** 27-2785961  
**Date Filed** 06/03/2010  
**State** FL  
**Status** ACTIVE

#### Principal Address

2045 CORAL RIDGE DR  
 S-307  
 CORAL SPRINGS, FL 33071

#### Mailing Address

2045 CORAL RIDGE DR  
 S-307  
 CORAL SPRINGS, FL 33071

#### Registered Agent Name & Address

FRAUTE, LOREN A  
 2045 CORAL RIDGE DR  
 S-307  
 CORAL SPRINGS, FL 33071

#### Officer/Director Detail

##### **Name & Address**

Title PRES

FRAUTE, LOREN A  
 2045 CORAL RIDGE DR  
 CORAL SPRINGS, FL 33071 U

#### Annual Reports

Report Year	Filed Date
2018	03/05/2018
2019	04/13/2019
2020	02/18/2020

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2/24/2021

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<a href="#">01/10/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/17/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/23/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">09/07/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">06/03/2010 -- Domestic Profit</a>	<a href="#">View image in PDF format</a>

Florida Department of State, Division of Corporations

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B.d. III

Urban Redevelopment Corp. CGC1505249, 305 788-4645	
Preliminary Construction Budget for: Pinero Real Estate	
12190 NW 7 Av warehouse bays	
<b>Division 1. General requirements</b>	
Engineering plans and Special Inspections	\$ 2,800.00
Engineering Testing: Soil, Survey, Pest control	\$ 4,600.00
Permits and Impact fees-by owner	
Temporary fencing & Portable toilet	\$ 3,800.00
Demolition & Disposal	\$ 8,000.00
<b>Total Division 1. General requirements</b>	<b>\$ 19,200.00</b>
<b>Division 3. Concrete &amp; Structural-Shell</b>	
Footings excavation and Building	
Fill Soil & Compaction	
Slabs	
Fill Cells	
Quad Lock walls system	
Columns	
Tie Beam	
Steel Beam	
Quad Lock Concret Roof system	
<b>Total Division 3. Concrete -Shell</b>	<b>\$ 210,000.00</b>
<b>Division 5. Metals</b>	
Framing walls and ceilings	\$ 19,800.00
<b>Total Division 5. Metals</b>	<b>\$ 19,800.00</b>
<b>Division 6. Carpentry</b>	
Vanites	\$ 4,000.00
<b>Total Division 6. Carpentry</b>	<b>\$ 4,000.00</b>
<b>Division 7. Thermal &amp; Moisture Protection</b>	
Under concretet 2 inches insulation	\$ 6,400.00
Roofing	\$ 26,200.00
<b>Total Division 7. Insulation- Thermal &amp; Moisture Protection</b>	<b>\$ 32,600.00</b>
<b>Division 8. Doors, Windows &amp; Glacing</b>	
Exterior Doors	\$ 3,000.00
Interior Doors, Locks, thresholds	\$ 8,600.00
Impact Glass store system	\$58,100.00
<b>Total Division 8. Doors, Windows &amp; Glacing</b>	<b>\$ 69,700.00</b>
<b>Division 9. Finishes</b>	



Gypsum Wallboard, & finish	\$ 29,600.00
Flooring	\$ 25,100.00
Bathroom ADA Accessories, Mirrors	\$ 4,500.00
Baseboard	\$ 5,600.00
Acoustic ceiling	\$ 6,100.00
Interior Painting	\$ 16,800.00
Driveway, Walkways & Side walk	\$ 7,500.00
Stucco	\$ 28,000.00
Exterior Painting	\$12,200.00
<b>Total Division 9. Finishes</b>	<b>\$ 135,400.00</b>
Division 10. Specialties	
Fire sprinkler system	\$ 65,000.00
<b>Total Division 10. Specialties</b>	<b>\$ 65,000.00</b>
<b>Division 13. Special Construction</b>	
Garbage enclosure	\$ 18,000.00
<b>Total Division 13. Special Construction</b>	
Division 15. Mechanical & Plumbing	
Plumbing rough & trim -and gas	\$ 70,000.00
Plumbing Fixtures	\$12,000.00
Hood and gas by others	
Air conditioners and bathroom exhaust systems	\$ 90,000.00
<b>Total Division 15 - Mechanical &amp; Plumbing</b>	<b>\$ 172,000.00</b>
Division 16. Electrical	
Electrical rough & trim. and service	\$ 100,000.00
Light Fixtures	\$ 16,000.00
<b>Total Division 16 - Electrical</b>	<b>\$ 116,000.00</b>
Division 32. Exterior Improvements	
Tree removal	
Tree, shrubs Planting, and Grass installation	\$ 5,000.00
Irrigation	\$ 2,000.00
Civil work	\$ 120,000.00
<b>Total Division 32 - Exterior Improvements</b>	<b>\$ 127,000.00</b>
<b>TOTAL</b>	<b>\$ 970,700.00</b>
<b>20% Urban Redevelopment Overhead &amp; Profit</b>	<b>\$ 194,200.00</b>
<b>Project Totals</b>	<b>\$ 1,164,900.00</b>

9/22/22, 11:18 AM

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## Detail by Entity Name

Florida Profit Corporation  
URBAN REDEVELOPMENT CORP.

### Filing Information

**Document Number** P02000078622  
**FEI/EIN Number** 51-0416076  
**Date Filed** 07/18/2002  
**State** FL  
**Status** ACTIVE

### Principal Address

2020 N.E. 163RD ST.  
 208A  
 NORTH MIAMI BEACH, FL 33162

Changed: 04/30/2019

### Mailing Address

2020 N.E. 163RD ST., STE. #208A  
 208A  
 NORTH MIAMI BEACH, FL 33162

Changed: 04/30/2019

### Registered Agent Name & Address

ROSAS, JUAN F  
 2020 N.E. 163 STREET  
 SUITE 208A  
 N. MIAMI BEACH, FL 33162

Name Changed: 06/02/2003

Address Changed: 04/30/2019

### Officer/Director Detail

#### **Name & Address**

Title PDS

ROSAS, JUAN F  
 2020 N.E. 163RD ST., STE. #208A  
 NORTH MIAMI BEACH, FL 33162

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9/22/22, 11:17 AM

DBPR - ROSAS, JUAN F; Doing Business As: URBAN REDEVELOPMENT CORP, Certified General Contractor

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**dbpr** Department of Business  
 & Professional Regulation

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11:16:55 AM 9/22/2022

**Licensee Information**

Name:	ROSAS, JUAN F (Primary Name) URBAN REDEVELOPMENT CORP (DBA Name)
Main Address:	624 SOUTH 24 AVE. HOLLYWOOD Florida 33020
County:	BROWARD
License Location:	2020 NE 163 ST, 208 A NORTH MIAMI BEACH FL 33162
County:	DADE

**License Information**

License Type:	Certified General Contractor
Rank:	Cert General
License Number:	CGC1505249
Status:	Current,Active
Licensure Date:	02/18/2003
Expires:	08/31/2024

**Special Qualifications**

Construction Business	02/20/2004
-----------------------	------------

**Alternate Names**

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<https://www.myfloridalicense.com/LicenseDetail.asp?SID=&id=E5FC3BF5242CC86D3274690642138B7F>

1/2



Betty's Cafe

**LEASE AGREEMENT**

THIS AGREEMENT OF LEASE by and between Pinero Real Estate, LLC. (hereinafter referred to as "Landlord") and Betty's Cafe, LLC. A FLORIDA Limited Liability Corporation (hereinafter referred to as "Tenant").

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, it is agreed by and between Landlord and Tenant as follows:

1. **BASIC LEASE PROVISIONS AND DEFINITIONS:**

This Paragraph 1 is an integral part of this Lease and all of the terms hereof are incorporated into this Lease in all respects. In addition to the other provisions which are elsewhere defined in this Lease, the following, whenever used in this Lease, shall have the meanings set forth in this Paragraph, unless such meanings are expressly contradicted, limited or expanded elsewhere herein:

- (a) DATE OF LEASE: As of the 1<sup>st</sup> day of April, 2022.
- (b) LANDLORD'S ADDRESS:  
7900 Harbor Island Drive  
Suite A701  
North Bay Village, FL 33141
- (c) TENANT'S ADDRESS:  
12190 NW 7<sup>th</sup> Avenue,  
North MIAMI, FL 33168
- (d) SECURITY DEPOSIT: \$3,500.00
- (e) DEMISED PREMISES: Space having a width of approximately 20 feet and a depth of approximately 40 feet, with a total floor area of approximately 800 square feet, as more particularly described in Exhibit "A" located within Landlord's land and retail building (collectively, the "Building") having a street address of 12190 N.W. 7<sup>TH</sup> AVENUE, North Miami, FL 33168. Such floor area is measured within the exterior faces of exterior walls and the centers of party walls.
- (f) LEASE TERM ("term" or "term of this lease"): THREE (3) YEARS. The Commencement Date of the Lease Term is April 1, 2022, with possession upon bank clearance of all deposits and 1<sup>st</sup> month's rent, and full execution of the Lease.
- (g) MINIMUM RENT: \$ 126,000.00 to be paid monthly in a minimum amount of \$3,500.00
- (h) PERMITTED USE: The Tenant shall use the Demised Premises solely for a Cafe.
- (i) COST OF LIVING ADJUSTMENT: Commencing with each of the "adjustment months" described below, Tenant shall pay, as annual rent, an amount computed in accordance with the following provisions:

- (1) Landlord shall compute the percentage increase, if any, of the cost of living for each "adjustment month" based upon the "Consumer Price Index-Cities (1967=100) (hereinafter call the "index"),

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published by the Bureau of Labor Statistics of the United States Department of Labor. The index number indicated in the column for U.S. City average entitled "All Items" for said month shall be the "current index number", and the corresponding index number for the month immediately preceding the month in which the term of this lease commences shall be the "base index number". The excess of the current index number over the base index number, expressed in a percentage, shall be multiplied by the previous year's annual adjusted rent hereunder, and the resulting amount shall be the increase required to be determined hereunder. The minimum rent as so adjusted shall be due and payable to the Landlord in equal monthly installments commencing with the month after the month with respect to which such computation shall have been made.

(2) If publication of the Index shall be discontinued, the parties shall accept comparable statistics on the cost of living as shall then be computed and published by an agency of the United States, or, if none, by a respected financial periodical selected by the parties, or, if they can not agree, by arbitration.

(3) There shall be TWO (2) adjustment months (COLI), as set forth on first page of Lease for annual rental adjustment, The COLI shall be calculated for the option term only. Each shall be the month which is the annual anniversary of the month when the term of this lease commenced, so there shall be a cost of living increase adjustment for each year during the term of this lease, commencing with the first month of the second year of the lease term.

(4) Provided, however the minimum increase as calculated above shall be 3% or the cost of living adjustment, whichever is greater during any one year the adjustment is calculated including the option and extension periods of the lease term.

2. **DEMISED PREMISES:**

Landlord leases to Tenant and Tenant rents from Landlord the Demised Premises.

3. **TERM/COMMENCEMENT DATE:**

The term of this Lease, shall be for the number of years in the Lease Term set forth in Paragraph 1(f) hereof, following the commencement thereof, unless sooner terminated as hereinafter provided.

4. **OPTION TO RENEW:**

Provided Tenant has not been and is not in default of any of the terms of the Lease at the time of exercise and commencement of the following described option, Tenant is granted an option to extend the term of the Lease for an additional period THREE (3) years (the "Option Term"), commencing upon the expiration of the Lease Term, upon the following terms and conditions. The Tenant shall deliver written notice of its intent to exercise this option to Landlord no later than one hundred eighty (180) days prior to the expiration of the Lease Term. Subject to the conditions herein expressed, delivery of the written notice of the intent to exercise the option shall irrevocably commit the Tenant to the Option Term. The Option Term shall be subject to all the terms, covenants and provisions of the Lease, except as modified by this provision (but no options shall be reimposed). If Tenant does not so exercise said option in the time and manner herein provided, time being strictly of the essence, any and all of Tenant's option rights for the Option Term shall be deemed waived.

For the purposes of Paragraph 1(i) of this lease, there shall be THREE (3) "adjustment months" during the renewal period, which shall be the month during each year of the renewal period which corresponds with the month in which the term of this Lease first commenced, so that there shall be a cost of living adjustment as provided in Paragraph 1(i) during each year of the renewal period, including the first year thereof. The minimum annual rent for the last year of the initial term of the Lease shall be used to calculate all future increases during the Option Term.

Lease7thave V. H  
VH

Page 2 of 25

Classy Lady beauty supply

**LEASE AGREEMENT**



THIS AGREEMENT OF LEASE by and between Pinero Real Estate, LLC. (hereinafter referred to as "Landlord") and Classy Lady Beauty Supply, Corp. A FLORIDA Corporation (hereinafter referred to as "Tenant").

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, it is agreed by and between Landlord and Tenant as follows:

1. **BASIC LEASE PROVISIONS AND DEFINITIONS:**

This Paragraph 1 is an integral part of this Lease and all of the terms hereof are incorporated into this Lease in all respects. In addition to the other provisions which are elsewhere defined in this Lease, the following, whenever used in this Lease, shall have the meanings set forth in this Paragraph, unless such meanings are expressly contradicted, limited or expanded elsewhere herein:

- (a) DATE OF LEASE: As of the 1<sup>st</sup> day of September, 2022.
- (b) LANDLORD'S ADDRESS:  
7900 Harbor Island Drive  
Suite A701  
North Bay Village, FL 33141
- (c) TENANT'S ADDRESS:  
12192 NW 7<sup>th</sup> Avenue,  
North MIAMI, FL 33168
- (d) SECURITY DEPOSIT: \$8,000.00
- (e) DEMISED PREMISES: Space having a width of approximately 20 feet and a depth of approximately 40 feet, with a total floor area of approximately 800 square feet, as more particularly described in Exhibit "A" located within Landlord's land and retail building (collectively, the "Building") having a street address of 12192 N.W. 7<sup>th</sup> AVENUE, North Miami, FL 33168. Such floor area is measured within the exterior faces of exterior walls and the centers of party walls.
- (f) LEASE TERM ("term" or "term of this lease"): FIVE (5) YEARS. The Commencement Date of the Lease Term is September 1, 2022, with possession upon bank clearance of all deposits and 1<sup>st</sup> month's rent, and full execution of the Lease.
- (g) MINIMUM RENT: \$ 240,000.00 to be paid monthly in a minimum amount of \$4,000.00
- (h) PERMITTED USE: The Tenant shall use the Demised Premises solely for a Retail Beauty Supply.
- (i) COST OF LIVING ADJUSTMENT: Commencing with each of the "adjustment months" described below, Tenant shall pay, as annual rent, an amount computed in accordance with the following provisions:

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(1) Landlord shall compute the percentage increase, if any, of the cost of living for each "adjustment month" based upon the "Consumer Price Index-Cities (1967=100) (hereinafter call the "index"), published by the Bureau of Labor Statistics of the United States Department of Labor. The index number indicated in the column for U.S. City average entitled "All Items" for said month shall be the "current index number", and the corresponding index number for the month immediately preceding the month in which the term of this lease commences shall be the "base index number". The excess of the current index number over the base index number, expressed in a percentage, shall be multiplied by the previous year's annual adjusted rent hereunder, and the resulting amount shall be the increase required to be determined hereunder. The minimum rent as so adjusted shall be due and payable to the Landlord in equal monthly installments commencing with the month after the month with respect to which such computation shall have been made.

(2) If publication of the Index shall be discontinued, the parties shall accept comparable statistics on the cost of living as shall then be computed and published by an agency of the United States, or, if none, by a respected financial periodical selected by the parties, or, if they can not agree, by arbitration.

(3) There shall be TWO (2) adjustment months (COLI), as set forth on first page of Lease for annual rental adjustment, The COLI shall be calculated for the option term only. Each shall be the month which is the annual anniversary of the month when the term of this lease commenced, so there shall be a cost of living increase adjustment for each year during the term of this lease, commencing with the first month of the second year of the lease term.

(4) Provided, however the minimum increase as calculated above shall be 3% or the cost of living adjustment, whichever is greater during any one year the adjustment is calculated including the option and extension periods of the lease term.

2. **DEMISED PREMISES:**

Landlord leases to Tenant and Tenant rents from Landlord the Demised Premises.


3. **TERM/COMMENCEMENT DATE:**

The term of this Lease, shall be for the number of years in the Lease Term set forth in Paragraph 1(f) hereof, following the commencement thereof, unless sooner terminated as hereinafter provided.

4. **OPTION TO RENEW:**

Provided Tenant has not been and is not in default of any of the terms of the Lease at the time of exercise and commencement of the following described option, Tenant is granted an option to extend the term of the Lease for an additional period FIVE (5) years (the "Option Term"), commencing upon the expiration of the Lease Term, upon the following terms and conditions. The Tenant shall deliver written notice of its intent to exercise this option to Landlord no later than one hundred eighty (180) days prior to the expiration of the Lease Term. Subject to the conditions herein expressed, delivery of the written notice of the intent to exercise the option shall irrevocably commit the Tenant to the Option Term. The Option Term shall be subject to all the terms, covenants and provisions of the Lease, except as modified by this provision (but no options shall be reimposed). If Tenant does not so exercise said option in the time and manner herein provided, time being strictly of the essence, any and all of Tenant's option rights for the Option Term shall be deemed waived.

For the purposes of Paragraph 1(i) of this lease, there shall be THREE (3) "adjustment months" during the renewal period, which shall be the month during each year of the renewal period which corresponds with the month in which the term of this Lease first commenced, so that there shall be a cost of living adjustment as provided in Paragraph 1(i) during each year of the renewal period, including the first year thereof. The minimum annual rent for the last year of the initial term of the Lease shall be used to calculate all future increases during the Option Term.

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Page 2 of 25

CheF Creole

**LEASE AGREEMENT**

THIS AGREEMENT OF LEASE by and between Pinero Real Estate, LLC. (hereinafter referred to as "Landlord") and OsisO, LLC. ABA Chef Creole. A FLORIDA Limited Liability Corporation (hereinafter referred to as "Tenant").

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, it is agreed by and between Landlord and Tenant as follows:

1. **BASIC LEASE PROVISIONS AND DEFINITIONS:**

This Paragraph 1 is an integral part of this Lease and all of the terms hereof are incorporated into this Lease in all respects. In addition to the other provisions which are elsewhere defined in this Lease, the following, whenever used in this Lease, shall have the meanings set forth in this Paragraph, unless such meanings are expressly contradicted, limited or expanded elsewhere herein:

- (a) DATE OF LEASE: As of the 1<sup>st</sup> day of April, 2022.
- (b) LANDLORD'S ADDRESS:  
7900 Harbor Island Drive  
Suite A701  
North Bay Village, FL 33141
- (c) TENANT'S ADDRESS:  
19201 NW 88<sup>th</sup> court,  
North MIAMI, FL 33161
- (d) SECURITY DEPOSIT: \$3,500.00
- (e) DEMISED PREMISES: Space having a width of approximately 20 feet and a depth of approximately 40 feet, with a total floor area of approximately 800 square feet, as more particularly described in Exhibit "A" located within Landlord's land and retail building (collectively, the "Building") having a street address of 12194 N.W. 7<sup>TH</sup> AVENUE, North Miami, FL 33168. Such floor area is measured within the exterior faces of exterior walls and the centers of party walls.
- (f) LEASE TERM ("term" or "term of this lease"): THREE (3) YEARS. The Commencement Date of the Lease Term is April 1, 2022, with possession upon bank clearance of all deposits and 1<sup>st</sup> month's rent, and full execution of the Lease.
- (g) MINIMUM RENT: \$ 126,000.00 to be paid monthly in a minimum amount of \$3,500,00
- (h) PERMITTED USE: The Tenant shall use the Demised Premises solely for a restaurant.
- (i) COST OF LIVING ADJUSTMENT: Commencing with each of the "adjustment months" described below, Tenant shall pay, as annual rent, an amount computed in accordance with the following provisions:

Lease7thave *DP. KP*

Page 1 of 25

(1) Landlord shall compute the percentage increase, if any, of the cost of living for each "adjustment month" based upon the "Consumer Price Index-Cities (1967=100) (hereinafter call the "index"), published by the Bureau of Labor Statistics of the United States Department of Labor. The index number indicated in the column for U.S. City average entitled "All Items" for said month shall be the "current index number", and the corresponding index number for the month immediately preceding the month in which the term of this lease commences shall be the "base index number". The excess of the current index number over the base index number, expressed in a percentage, shall be multiplied by the previous year's annual adjusted rent hereunder, and the resulting amount shall be the increase required to be determined hereunder. The minimum rent as so adjusted shall be due and payable to the Landlord in equal monthly installments commencing with the month after the month with respect to which such computation shall have been made.

(2) If publication of the Index shall be discontinued, the parties shall accept comparable statistics on the cost of living as shall then be computed and published by an agency of the United States, or, if none, by a respected financial periodical selected by the parties, or, if they can not agree, by arbitration.

(3) There shall be TWO (2) adjustment months (COLI), as set forth on first page of Lease for annual rental adjustment, The COLI shall be calculated for the option term only. Each shall be the month which is the annual anniversary of the month when the term of this lease commenced, so there shall be a cost of living increase adjustment for each year during the term of this lease, commencing with the first month of the second year of the lease term.

(4) Provided, however the minimum increase as calculated above shall be 3% or the cost of living adjustment, whichever is greater during any one year the adjustment is calculated including the option and extension periods of the lease term.

2. **DEMISED PREMISES:**

Landlord leases to Tenant and Tenant rents from Landlord the Demised Premises.


3. **TERM/COMMENCEMENT DATE:**

The term of this Lease, shall be for the number of years in the Lease Term set forth in Paragraph 1(f) hereof, following the commencement thereof, unless sooner terminated as hereinafter provided.

4. **OPTION TO RENEW:**

Provided Tenant has not been and is not in default of any of the terms of the Lease at the time of exercise and commencement of the following described option, Tenant is granted an option to extend the term of the Lease for an additional period THREE (3) years (the "Option Term"), commencing upon the expiration of the Lease Term, upon the following terms and conditions. The Tenant shall deliver written notice of its intent to exercise this option to Landlord no later than one hundred eighty (180) days prior to the expiration of the Lease Term. Subject to the conditions herein expressed, delivery of the written notice of the intent to exercise the option shall irrevocably commit the Tenant to the Option Term. The Option Term shall be subject to all the terms, covenants and provisions of the Lease, except as modified by this provision (but no options shall be reimposed). If Tenant does not so exercise said option in the time and manner herein provided, time being strictly of the essence, any and all of Tenant's option rights for the Option Term shall be deemed waived.

For the purposes of Paragraph 1(i) of this lease, there shall be THREE (3) "adjustment months" during the renewal period, which shall be the month during each year of the renewal period which corresponds with the month in which the term of this Lease first commenced, so that there shall be a cost of living adjustment as provided in Paragraph 1(i) during each year of the renewal period, including the first year thereof. The minimum annual rent for the last year of the initial term of the Lease shall be used to calculate all future increases during the Option Term.

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To: North Miami CRA Board

From: Cornelius Shiver, Esq.  
Executive Director

Date: November 7, 2022

**RE: Recommendation for a forgivable loan to Chef Amina Sunshine LLC in the amount of \$250,000 for the retention and contribution to the purchase price of Café Crème restaurant**

#### **BACKGROUND**

Café Crème d/b/a Choquettes, LLC, located at 750 NE 125 Street, North Miami has offered to sell its interest in the restaurant to Aminata Ly d/b/a Chef Amina Sunshine LLC. North Miami is an emerging market for the booming restaurant and entertainment industry and more significant, restaurants are major to the NMCRA goals of jobs creation and retention.

Pursuant to the sale agreement, Aminata Ly d/b/a Chef Amina Sunshine LLC contribute \$450,000 and the NMCRA would award \$250,000 in the form of a forgivable loan toward the purchase. The forgivable loan is conditioned on the restaurant staying open for at least five years, creating five new jobs within the same period and any other terms and conditions mutually agreed to between the NMCRA and Chef Amina Ly.

#### **RECOMMENDATION**

Staff is recommending that the North Miami Community Redevelopment Agency (CRA) Board authorize the forgivable loan to Café Crème d/b/a Choquettes, LLC, located at 750 NE 125 Street, North Miami on behalf of the restaurant sale to Amina Ly d/b/a Chef Amina Sunshine LLC. Aminata Ly d/b/a Chef Amina Sunshine LLC in the amount of \$250,000.

#### **ATTACHMENTS**

Articles on Aminata Ly  
State of Florida Registration on Chef Amina Sunshine LL.  
Proposed Resolution

12330 NE 8 Avenue, North Miami, FL 33161 | P: 305.895.9839 | F: 305.895.9822 | [NorthMiamiCRA.org](http://NorthMiamiCRA.org)

CRA Board	Philippe Bien-Aime Chairman	Alix Desulme, Ed.D. Board Member	Mary Estime-Irvin Board Member	Scott Galvin Board Member	Kassandra Timothe, MPA Board Member	Cornelius Shiver, Esq. Executive Director	Steven W. Zelkowitz, Esq. CRA Attorney	Vanessa Joseph, Esq. CRA Secretary
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**RESOLUTION NO. 2022 - \_\_\_\_**

**A RESOLUTION OF THE CHAIR AND BOARD MEMBERS OF THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY APPROVING THE FUNDING TO CHEF AMINA SUNSHINE LLC FOR THE PURCHASE OF THE RESTAURANT KNOWN AS CAFÉ CRÈME LOCATED AT 750 NE 125 STREET, NORTH MIAMI IN THE FORM OF A FORGIVABLE LOAN IN THE AMOUNT OF \$250,000; AUTHORIZING THE EXECUTIVE DIRECTOR AND NMCRA ATTORNEY TO NEGOTIATE AND FINALIZE AN AGREEMENT WITH CHEF AMINA SUNSHINE LLC TO PROVIDE FUNDING FOR THE PURCHASE OF THE RESTAURANT KNOWN AS CAFÉ CRÈME; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE TERMS OF THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the mission of the North Miami Community Redevelopment Agency (the “NMCRA”) is to promote and enhance the quality of life by eliminating and preventing slum and blighted conditions in the Community Redevelopment Area through redevelopment activities and projects pursuant to Part III of Chapter 163, Florida Statutes, known as the Community Redevelopment Act of 1969; and

**WHEREAS**, the 2016 NMCRA Redevelopment Plan Amendment and the Third Amendment to Interlocal Cooperation Agreement between the NMCRA, Miami-Dade County and the City of North Miami (the “City”) require investments in redevelopment initiatives; and

**WHEREAS**, the City is an emerging market for the booming restaurant and entertainment industry and more significant, restaurants are major to the NMCRA goals of job creation and retention; and

**WHEREAS**, pursuant to a sale and purchase agreement, Chef Amina Sunshine LLC desires to purchase the restaurant known as Café Crème located at 750 NE 125 Street, North Miami from Choquettes, LLC for a purchase price of \$700,000; and

**WHEREAS**, the NMCRA staff recommends providing funding for Chef Amina Sunshine LLC for the purchase of the restaurant known as Café Crème in the form of a forgivable loan in the amount of \$250,000, which forgivable loan will be conditioned on, among other things, the restaurant remaining in business for at least five years, creating five new jobs within the same period and any other terms and conditions mutually agreed to between the NMCRA and Chef Amina Sunshine LLC; and

**WHEREAS**, the Chair and Board Members of the NMCRA desire to (a) approve funding to Chef Amina Sunshine LLC for the purchase of the restaurant known as Café Crème in the form of a forgivable loan in the amount of \$250,000 and (b) authorize the Executive Director and NMCRA attorney to negotiate, finalize and execute an agreement with Chef Amina Sunshine

LLC for the funding for the purchase of the restaurant known as Café Crème in the form of a forgivable loan in the amount of \$250,000.

**NOW, THEREFORE, BE IT RESOLVED BY THE CHAIR AND BOARD MEMBERS OF THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY:**

**Section 1. Recitals.** The recitals in the whereas clauses are true and correct, and incorporated into this Resolution.

**Section 2. Approval of Funding.** The funding by the NMCRA in the form a forgivable loan in the amount of \$250,000 to Chef Amina Sunshine LLC for the purchase of the restaurant known as Café Crème located at 750 NE 125 Street, North Miami is hereby approved.

**Section 3. Negotiation and Finalization of Agreement.** The Executive Director and NMCRA Attorney are hereby authorized to negotiate and finalize an agreement with Chef Amina Sunshine LLC to provide funding as set forth above for the purchase of the restaurant known as Café Crème.

**Section 4. Execution of Agreement.** The Executive Director is hereby authorized to execute the agreement with Chef Amina Sunshine LLC to provide funding as set forth above for the for the purchase of the restaurant known as Café Crème.

**Section 5. Implementation of Agreement.** The Executive Director is hereby authorized to take all action necessary to implement the terms of the agreement.

**Section 6. Effective Date.** This resolution shall take effect immediately upon approval.

**PASSED AND ADOPTED** by a \_\_\_\_\_ vote of the Board of the North Miami Community Redevelopment Agency, this 7<sup>th</sup> day of November, 2022.

ATTEST:

NORTH MIAMI COMMUNITY  
REDEVELOPMENT AGENCY

\_\_\_\_\_  
VANESSA JOSEPH, ESQ.  
NMCRA SECRETARY

\_\_\_\_\_  
PHILIPPE BIEN-AIME  
CHAIR

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
TAYLOR ENGLISH DUMA LLP  
NMCRA ATTORNEY



SPONSORED BY: ADMINISTRATION

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

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

**Vote:**

Chair Philippe Bien-Aime  
Board Member Alix Desulme  
Board Member Mary Estimé-Irvin  
Board Member Scott Galvin  
Board Member Kassandra Timothe

_____	(Yes)	_____	(No)
_____	(Yes)	_____	(No)
_____	(Yes)	_____	(No)
_____	(Yes)	_____	(No)
_____	(Yes)	_____	(No)

10/31/22, 11:28 AM

North Miami chef Amina Ly is in it to win it on Food Network's 'Alex vs America' – WSVN 7News | Miami News, Weather, Sports...

## North Miami chef Amina Ly is in it to win it on Food Network's 'Alex vs America'

BY ALEX MIRANDA

AUGUST 19, 2022

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North Miami is home to a booming foodie scene, and one French restaurant is so hot, it actually got the attention of the Food Network.

Executive chef Amina Ly is beloved in the community, but when it comes to her cooking on the show "Alex vs America," the knives are out, because this master chef is in it to win it.

North Miami, you've got a Food Network star amongst you.

Master culinary chef Amina Ly is already a favorite in the neighborhood.



### Sprinkled sugar churros

Pick-up & delivery available

Churromania Hialeah. Give yourself an extra treat for today's dessert.

[linktr.ee](#)



<https://wsvn.com/entertainment/deco-drive/north-miami-chef-amina-ly-is-in-it-to-win-it-on-food-networks-alex-vs-america/>

1/4

11/1/22, 11:03 AM

Miami's Chef Amina Ly Takes on Chef Alex Guarnaschelli in Food Network's "Alex vs America"



## Miami's Chef Amina Ly Takes on Chef Alex Guarnaschelli in Food Network's "Alex vs America"

*Chef Amina fires up the competition in this week's "Alex vs French" episode airing Sunday, August 21*

MIAMI, FLORIDA, UNITED STATES, August 18, 2022 /EINPresswire.com/ -- Chef Amina Ly, a master culinary chef in Miami, is appearing on "Alex V vs America" this week to showcase her deep knowledge and expertise in French cuisine and attempt to take down French-trained chef, Alex Guarnaschelli. The "Alex vs French" episode airs on Sunday, August 21 at 9pm EST.

Chef Amina welcomes the public to join her viewing party from 8pm to 10pm at Cafe Creme, located at 750 NE 125th Street in North Miami. The viewing party will feature a delectable Parisian influenced menu and cocktails especially crafted by Chef Amina. Opportunities for interviews are available.

“

**It's an honor to be invited to share my passion for French cuisine with the world on Food Network”**

— Chef Amina Ly

Chef Amina is known for her travels and European

adventures as chef de cuisine. Cooking fabulous dishes for celebrities and dignitaries on luxury yachts and in five-star kitchens across the globe.

After exploring Miami during a yachting visit, Chef Amina planted her roots in the sunny South Florida city and embarked on a new restaurant venture, Côté Gourmet, a sophisticated French eatery that she elevated from a two-star to a five-star restaurant.

“It's an honor to be invited to share my passion for French cuisine with the world on Food Network,” said Chef Amina Ly. “French gastronomy is rooted in deep history, and my studies and formal culinary training in the country have truly shaped my endeavors as a chef. The diversity and style of dishes is what attracted me to the country's fare, and I'm excited to showcase my talents in this week's episode.”

Chef Amina is currently the Executive Chef at Café Crème Miami. She also offers a variety of culinary services in Miami, including serving as a personal chef for individual clients and consultant for hospitality groups, cooking lessons for foodies of all ages, meal prep services featuring a variety of delicious and easy recipes, and catering for events of all sizes.

For more information, visit <https://chefaminaly.com> and [https://linktr.ee/chefamina\\_ly](https://linktr.ee/chefamina_ly).

Media inquiries Contact: [info@meapr.com](mailto:info@meapr.com)

Miriam Angulo  
mea global pr  
+1 323-307-6468

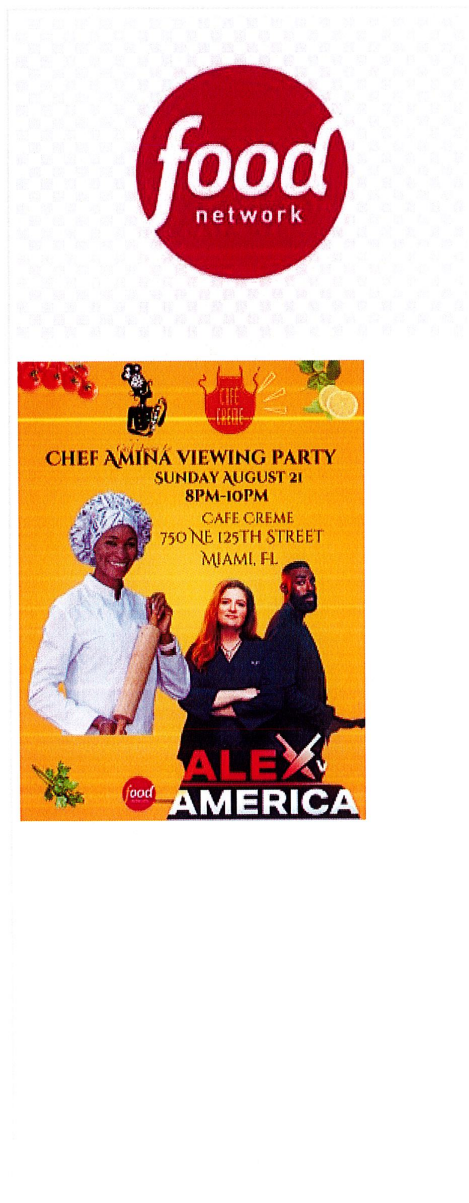
[info@meapr.com](mailto:info@meapr.com)

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[https://www.einpresswire.com/article\\_print/586560172/miami-s-chef-amina-ly-takes-on-chef-alex-guarnaschelli-in-food-network-s-alex-vs-america](https://www.einpresswire.com/article_print/586560172/miami-s-chef-amina-ly-takes-on-chef-alex-guarnaschelli-in-food-network-s-alex-vs-america)

1/2





To: North Miami CRA Board

From: Cornelius Shiver, Esq.  
Executive Director

Date: November 7, 2022

**RE: Renewal of agreement between the North Miami CRA and BusinessFlare, LLC for Economic Development and Redevelopment Services.**

#### **RECOMMENDATION**

Staff is requesting that the North Miami Community Redevelopment Agency (CRA) Board authorize the renewal of the CRA's agreement with BusinessFlare, LLC for the provision of Economic Development and Redevelopment Services, for a one-year term and an annual cost not-to-exceed \$150,000.

#### **BACKGROUND**

On June 23, 2020, the CRA Board passed Resolution No. 2020-014 authorizing staff to finalize and execute an agreement with BusinessFlare to assist the CRA in carrying out their proposed Downtown Redevelopment Plan by providing P3 Advisory Services, Technical Support Services, Financial and Market Analysis, Engagement (with staff and the public) and Marketing. On July 10, 2020, the CRA entered into an agreement with BusinessFlare for an initial one-year term with two (1) annual renewal options.

Given the above, currently staff is requesting approval to renew this agreement in order to continue using BusinessFlare's services to assist with Economic Development and Redevelopment Services, Financial and Market Analysis and the drafting of an Updated Redevelopment Plan. This renewal shall be exercised in accordance with the terms of the attached Scope of Services for a one-year term, and an annual cost not-to- exceed \$150,000.

#### **ATTACHMENTS**

Proposed Resolution  
Scope of Services

**735 NE 125 St., Ste.100, North Miami, FL 33161 | P: 305.895.9839 | F: 305.895.9822 | [NorthMiamiCRA.org](http://NorthMiamiCRA.org)**

<b>CRA Board</b>	<b>Philippe Bien-Aime</b> Chairman	<b>Alix Desulme, Ed.D.</b> Board Member	<b>Mary Estime-Irvin</b> Board Member	<b>Scott Galvin</b> Board Member	<b>Kassandra Timothe, MPA</b> Board Member	<b>Cornelius Shiver, Esq.</b> Executive Director	<b>Steven W. Zeilkowitz, Esq.</b> CRA Attorney	<b>Vanessa Joseph, Esq.</b> CRA Secretary
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**RESOLUTION NO. 2022 - \_\_\_\_**

**A RESOLUTION OF THE CHAIR AND BOARD MEMBERS OF THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE EXECUTIVE DIRECTOR AND NMCRA ATTORNEY TO NEGOTIATE AND FINALIZE A SECOND AMENDMENT TO THE CONSULTANT AGREEMENT WITH BUSINESSFLARE LLC TO PROVIDE TECHNICAL ADVISORY SERVICES FOR THE SECOND ONE-YEAR RENEWAL TERM IN AN AMOUNT NOT TO EXCEED \$150,000; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE SECOND AMENDMENT TO CONSULTING AGREEMENT WITH BUSINESSFLARE LLC; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE TERMS OF THE SECOND AMENDMENT TO CONSULTING AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the North Miami Community Redevelopment Agency (“NMCRA”) is pursuing the services of a technical advisor related to the provision of advisory services in connection with, among other things, the NMCRA’s proposed Amended Redevelopment Plan; and

**WHEREAS**, on June 23, 2020, the Board Members of the NMCRA passed Resolution No. 2020-014, authorizing NMCRA staff to finalize and execute an agreement with BusinessFlare LLC to provide technical advisory services; and

**WHEREAS**, on July 10, 2020, the NMCRA entered into an agreement with BusinessFlare LLC to provide technical advisory services for an initial one (1) year term, with two (2) one (1) year renewal options (the “Consulting Agreement”); and

**WHEREAS**, the NMCRA and BusinessFlare LLC previously entered into a First Amendment to the Consulting Agreement for the first renewal term; and

**WHEREAS**, the NMCRA staff are requesting approval to exercise the second option to renew the Consulting Agreement for a one (1) year term in an amount not to exceed \$150,000 (the “Second Renewal”); and

**WHEREAS**, the Chair and Board Members of the NMCRA desire to authorize the negotiation, finalization and execution of the Second Renewal, such Second Renewal shall be in a form and substance as negotiated by the Executive Director and approved as to legal form and sufficiency by the NMCRA Attorney.

**NOW, THEREFORE, BE IT RESOLVED BY THE CHAIR AND BOARD MEMBERS OF THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY:**

**Section 1. Recitals.** The recitals in the whereas clauses are true and correct, and incorporated into this Resolution.

**Section 2. Negotiation and Finalization of the Second Renewal.** The Second Renewal is hereby approved and the Executive Director and NMCRA Attorney are hereby authorized to negotiate and finalize the Second Amendment to the Consulting Agreement with BusinessFlare LLC.

**Section 3. Execution of the Second Amendment to Consulting Agreement.** The Executive Director is hereby authorized to execute the Second Amendment to the Consulting Agreement with BusinessFlare LLC.

**Section 4. Implementation of the Second Amendment to Consulting Agreement.** The Executive Director is hereby authorized to take all action necessary to implement the terms of the Second Amendment to the Consulting Agreement with BusinessFlare LLC.

**Section 5. Effective Date.** This Resolution shall take effect immediately upon approval.

**PASSED AND ADOPTED** by a \_\_\_\_\_ vote of the Board of the North Miami Community Redevelopment Agency, this 7<sup>th</sup> day of November, 2022.

ATTEST:

NORTH MIAMI COMMUNITY  
REDEVELOPMENT AGENCY

\_\_\_\_\_  
VANESSA JOSEPH, ESQ.  
NMCRA SECRETARY

\_\_\_\_\_  
PHILIPPE BIEN-AIME  
CHAIR

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
TAYLOR ENGLISH DUMA LLP  
NMCRA ATTORNEY

SPONSORED BY: ADMINISTRATION

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

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

**Vote:**

Chair Philippe Bien-Aime

\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)



Board Member Alix Desulme	_____ (Yes) _____ (No)
Board Member Mary Estimé-Irvin	_____ (Yes) _____ (No)
Board Member Scott Galvin	_____ (Yes) _____ (No)
Board Member Kassandra Timothe	_____ (Yes) _____ (No)

Mr. Cornelius Shiver  
Executive Director  
North Miami CRA



Dear Mr. Shiver:

It is my pleasure to provide the following proposed scope of work to continue providing the North Miami Community Redevelopment Agency (CRA) with economic development, redevelopment and revitalization consulting services. Our team has enjoyed working with you and your staff and we look forward to continuing to support the CRA as you implement your mission.

#### Scope of Work

BusinessFlare will provide the following services.

1. Economic Development and Redevelopment Services
  - a. Services - BusinessFlare will provide ongoing economic development, redevelopment, planning and real estate technical assistance to the CRA as needed. These services may include economic and fiscal analysis, economic development consulting, site planning and drone photography.
  - b. CRA Plan Update - BusinessFlare will work with the CRA to complete the adoption process of the amendments to the North Miami CRA Plan.
  - c. Communications - BusinessFlare will work with the CRA's public relations and marketing team on messaging, presentations, marketing material, community outreach, and other items as directed by the Client or recommended by BusinessFlare. BusinessFlare may design CRA publications such as the CRA's annual report at the direction of the CRA.
  - d. Site Planning - BusinessFlare may provide our Fitment and Feasibility™ site planning services to opportunity sites identified by the CRA including market analysis, financial feasibility, site planning and programming and massing. BusinessFlare can also provide full rendering services for our 3D site plan models.
  - e. Public Private Partnerships - BusinessFlare will assist the CRA with the preparation of due diligence items, solicitation documents, and any other task related to public private partnerships that the CRA considers entering into.
  - f. Incentive Review - BusinessFlare will review incentive applications submitted to the CRA to validate assumptions, review market analysis, and prepare economic and TIF impact estimates.
2. Economic, Financial and Market Analysis
  - a. Market Analysis - BusinessFlare will provide economic and market data updates for use by CRA staff, developers, brokers, prospective businesses and other entities.
  - b. Impact Assessments - BusinessFlare will assist with preparation of the fiscal and economic impact analysis of proposed developments and new businesses including projected fiscal and economic impact and the benefits that the CRA will receive to further its mission with projects that include infrastructure, neighborhood enhancements, housing, and commercial corridor revitalization.
  - c. Grants and Funding - BusinessFlare may work to identify grants and other outside financing and funding opportunities, including opportunities to access state and federal funding such as FEMA for hardening of facilities and for disaster and flood mitigation projects in the CRA.
  - d. Finance Plans - BusinessFlare will work with CRA staff to assist with the preparation of finance plans, including updates, and the CRA annual budget, as well as additional projections and financial analysis as necessary and directed by the CRA.
  - e. TIF Projections - BusinessFlare will work with the CRA to develop the most accurate TIF projections and identification of the available funding sources for implementation of the Community Redevelopment Plan. BusinessFlare will advise the client on the work product and application materials for loans, grants and/or bonds as directed.
  - f. Development Review - BusinessFlare will assist with preparation of the financial analysis of proposed developments including projected fiscal and economic impact and the benefits that the NMCRA will receive to further its mission throughout the remainder of the life of the CRA for projects that include infrastructure, neighborhood enhancements, housing, and commercial corridor revitalization.

### 3. Engagement

- a. BusinessFlare will attend one on one meetings with the CRA Board, Advisory Committee, community workshops, and other events and meetings as directed by the Client.
- b. BusinessFlare will assist the CRA on items needing assistance from Miami-Dade County regarding necessary approvals for implementation of the CRA Plan, including loan approval and city-related capital projects and expenditures.

### Fees

The fee for this project shall be \$150,000 to be invoiced monthly. This agreement shall be effective for period of one (1) year and may be extended by mutual agreement of all parties for two (2) additional one (1) year terms. The fee does not include third-party costs such as printing of materials and advertising of public or community meetings.

Any additional services that are requested outside of this scope of work shall be billed on an hourly basis at the following rates:

Principal	\$245
Project Director	\$195
Senior Redevelopment Planner	\$150
Redevelopment Associate	\$135
Economic Development Associate	\$125
Strategic Urban Advisor	\$125
Operations and Project Manager	\$125
Creative Director	\$95

### Additional Information

- BusinessFlare's office is in Downtown North Miami and will maintain its main office in Downtown North Miami for the duration of this contract.
- BusinessFlare LLC is a State of Florida Certified Veteran Owned and Minority Owned Business.
- The BusinessFlare team includes an active realtor that is available if needed by the CRA.
- BusinessFlare and its partners can provide Downtown Safety Perception Advisory Services, including focus groups and surveys, a physical environment survey regarding safety perceptions, and a total travel path analysis for the CRA.

An updated firm profile is attached for informational purposes. We thank you for the opportunity to provide this proposal and look forward to continuing to work with you.

Sincerely,

Kevin S. Crowder, CECD  
Founder, BusinessFlare





To: North Miami CRA Board

From: Cornelius Shiver, Esq.  
Executive Director

Date: November 7, 2022

**RE: Renewal of agreement between the North Miami CRA and Taylor English Duma LLP for Legal Services.**

**RECOMMENDATION**

Staff is requesting that the North Miami Community Redevelopment Agency (CRA) Board authorize the renewal of the CRA's agreement with Taylor English Duma LLP for Professional Services, for legal services for a one-year term and an annual cost not-to-exceed \$150,000.

**ATTACHMENTS**

Engagement Letter.

735 NE 125 St., Ste.100, North Miami, FL 33161 | P: 305.895.9839 | F: 305.895.9822 | [NorthMiamiCRA.org](http://NorthMiamiCRA.org)

CRA Board	Philippe Bien-Aime Chairman	Alix Desulme, Ed.D. Board Member	Mary Estime-Irvin Board Member	Scott Galvin Board Member	Kassandra Timothe, MPA Board Member	Cornelius Shiver, Esq. Executive Director	Sтивен W. Zelkowitz, Esq. CRA Attorney	Vanessa Joseph, Esq. CRA Secretary
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**RESOLUTION NO. 2022 - \_\_\_\_\_**

**A RESOLUTION OF THE CHAIR AND BOARD MEMBERS OF THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH TAYLOR ENGLISH DUMA LLP TO PROVIDE LEGAL REPRESENTATION SERVICES TO THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY FOR FISCAL YEAR 2022-2023; AUTHORIZING THE EXECUTIVE DIRECTOR TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$150,000 TO TAYLOR ENGLISH DUMA LLP FOR FISCAL YEAR 2022-2023; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the continuing retention of a legal advisor will facilitate the mission of the North Miami Community Redevelopment Agency ("NMCRA") to promote and enhance the quality of life by eliminating and preventing slum and blighted conditions in the Community Redevelopment Area through redevelopment activities and projects pursuant to Part III of Chapter 163, Florida Statutes, known as the Community Redevelopment Act of 1969 in accordance with Local, County and State Statutes; and

**WHEREAS**, NMCRA Staff recommends entering into a Professional Services Agreement with Taylor English Duma LLP for Fiscal Year 2022-2023; and

**WHEREAS**, the Chair and Board Members of the NMCRA desire to enter into a Professional Services Agreement with Taylor English Duma LLP Fiscal Year 2022-2023 in accordance with the Engagement Letter from Taylor English Duma LLP attached hereto.

**NOW, THEREFORE, BE IT RESOLVED BY THE CHAIR AND BOARD MEMBERS OF THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY:**

**Section 1. Recitals.** The recitals in the whereas clauses are true and correct, and incorporated into this Resolution.

**Section 2. Approval and Authorization to Enter into Agreement.** The Professional Services Agreement with Taylor English Duma LLP in the form of the Engagement Letter attached hereto for Fiscal Year 2022-2023 is hereby approved. The Executive Director is hereby authorized to execute the Professional Services Agreement with Taylor English Duma LLP for Fiscal Year 2022-2023 subject to NMCRA budget appropriation and approval.

**Section 3. Authorization of Executive Director to Issue Purchase Order.** The Executive Director is hereby authorized to issue a Purchase Order the amount of \$150,000 to Taylor English Duma LLP for Fiscal Year 2022-2023.

**Section 4. Implementation of Agreement.** The Executive Director is hereby authorized to take all action necessary to implement the terms of the Professional Services Agreement with Taylor English Duma LLP.

**Section 5.** **Effective Date.** This Resolution shall take effect immediately upon approval.

**PASSED AND ADOPTED** by a \_\_\_\_\_ vote of the Board of the North Miami Community Redevelopment Agency, this 7<sup>th</sup> day of November, 2022.

ATTEST:

NORTH MIAMI COMMUNITY  
REDEVELOPMENT AGENCY

\_\_\_\_\_  
VANESSA JOSEPH, ESQ.  
NMCRA SECRETARY

\_\_\_\_\_  
PHILIPPE BIEN-AIME  
CHAIR

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
TAYLOR ENGLISH DUMA LLP  
NMCRA ATTORNEY

SPONSORED BY: ADMINISTRATION

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

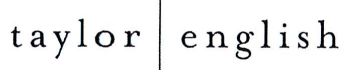
Seconded by: \_\_\_\_\_

**Vote:**

Chair Philippe Bien-Aime  
Board Member Alix Desulme  
Board Member Mary Estimé-Irvin  
Board Member Scott Galvin  
Board Member Cassandra Timothe

\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)





Taylor English Duma LLP 601 Brickell Key Drive, Suite 700, Miami, Florida 33131  
Main: 786-840-1437 Fax: 770-434-7376 [taylorenghish.com](http://taylorenghish.com)

October 1, 2022

North Miami Community Redevelopment Agency  
c/o Cornelius Shiver  
Interim Executive Director  
735 N.E. 125 Street, Suite 100  
North Miami, FL 33161

Re: Attorney-Client Representation

Dear Mr. Shiver:

We are pleased that you have chosen Taylor English Duma LLP to represent you. This letter will confirm our understanding that you have engaged this firm and will describe the basis on which we will provide legal services.

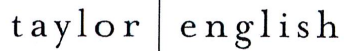
We have been engaged to represent North Miami Community Redevelopment Agency in connection with General Counsel Services. Based on our standard conflict of interest review procedures using information you have provided, and except as we may have separately communicated in writing, we are not aware of any conflicts of interest that would arise as a result of the services we will be providing. If we subsequently become aware of any conflicts, we will contact you immediately and work with you to achieve a mutually acceptable resolution as mandated by applicable ethical rules.

The following arrangement is proposed regarding fees and costs:

1. Flat Monthly Fee of \$2,500 with respect to NMCRA monthly Board meetings (includes preparation of all resolutions, preparation and attendance at meeting and after action). The total fiscal year flat fee for this category of work is \$30,000.

2. Hourly Monthly Fees with a cap for routine NMCRA matters including, but not limited to; commercial and residential grant and loan documentation, drafting and revising agency governance documents and policies, interlocal agreements, agreement amendments, routine projects, and consultation with staff and Board Members. Such fees will be billed on an hourly basis at the Rate (as defined below) not to exceed, on a monthly basis, fees capped at \$10,000, for a maximum total fiscal year fee capped at \$120,000.

Accordingly, the maximum total amount of fees for regular Board meetings and all routine legal services for the period of October 1, 2022 to September 30, 2023 is \$150,000.



Taylor English Duma LLP 601 Buckell Key Drive, Suite 700, Miami, Florida 33131  
Main: 786-840-1437 Fax: 770-434-7376 [taylorenchinese.com](http://taylorenchinese.com)

All legal fees related to Infrastructure Grant Agreements and Tax Increment Recapture Incentive Agreements are to be paid from private party developer application fees on a cost recovery basis implemented and managed by the NMCRA.

The foregoing does not include litigation matters for which, in the event of any litigation, we will estimate and prepare a proposed budget for approval by the NMCRA Board.

As set forth above, our Firm will charge for services on an hourly basis at the blended hourly rate of \$250 per hour for all shareholders and of counsel, \$200 for all associates and \$100 for all paralegals (collectively, the "Rate") who perform legal services hereunder.

If you engage us on any litigation matters, please be aware that litigation in the digital age frequently requires the production of electronically stored information ("ESI") and compliance with state, federal, court, and ethics rules applicable to electronic discovery. A member of our firm's internal Electronic Discovery Committee will consult on all matters involving ESI, and time will be billed at rates commensurate to those listed above. Further, it may be necessary to retain one of our firm's external preferred providers of e-Discovery services (the "e-Discovery Provider") to assist with the preservation, collection and processing of ESI. We will consult with you before retaining any e-Discovery Provider on your behalf. We will review all invoices received from an e-Discovery Provider and will forward them to you for prompt payment. You will be solely responsible for payment of e-Discovery expenses, and you agree to remit payment directly to the e-Discovery Provider.

We have not requested a retainer, but we may request one in the future. We may postpone, defer, or decline to provide further services should such a request go unsatisfied, in accordance with applicable law or bar or court rules. We will deposit any such retainer funds in our client trust account and will apply them to your fees and expenses as they are incurred. You agree that we may do so.

We generally issue monthly invoices for current fees and expenses, but our practice may vary in particular matters. We expect our invoices to be paid promptly, and in any event within fifteen (15) days of receipt. Payment may be made via our secure site, <https://taylorenchinesebilling.com>. Where allowed, we will charge a processing fee for credit card payments. Our secure site will disclose the amount of any such credit card processing charge before you authorize payment. We may charge interest for invoices left unpaid. If our fees and expenses are not paid, or if you fail to timely pay an outside vendor retained on your behalf, such as an e-Discovery Provider, we reserve the right to postpone or defer providing additional services or to discontinue our representation in accordance with applicable law, bar or court rules.

We strive to provide the highest quality legal services at a reasonable cost. Accordingly, we ask that you inform us promptly if you believe an invoice to be inaccurate or excessive, so that we may seek to resolve your concern. You will waive the right to dispute the fees, expenses



Taylor English Duma LLP 601 Brickell Key Drive, Suite 700, Miami, Florida 33131  
Main: 786-840-1437 Fax: 770-434-7376 [taylorenchish.com](http://taylorenchish.com)

and other content of any invoice if we do not receive a written objection from you within fifteen (15) days from your receipt of the invoice.

You may terminate this agreement with us at any time, but we will be entitled to the full amount of the fees earned and expenses incurred through termination. Unless sooner concluded, our representation will be deemed terminated one (1) year from the last date of legal services for which we bill you. Upon completion of our representation, whether due to termination, withdrawal or otherwise, we will have no further obligation to assist you with respect to this matter, to renew any judgment obtained for you, or to advise you with respect to changes in the laws or regulations that could have an impact upon your future rights and liabilities relating to any matter we handled for you.

We will retain certain documents relating to this matter for a period of not less than four (4) years, after which time we will destroy all documents in accordance with our document retention policies then in effect. If you would like to retrieve any original documents that you provide us or any other material from our file, you must so advise us prior to their destruction.

We do not expect that any dispute between us will arise. Nonetheless, in the event of a dispute under this engagement, you and we agree to resolve the dispute pursuant to the applicable binding arbitration provision(s) that appear in the separate Exhibit A below, which Exhibit A is incorporated herein by reference.

We make no representations or warranties about the final outcome of this engagement. The time frame and resulting costs of our representation depend upon factors not always within our control, such as your level of cooperation, facts and circumstances not knowable at the time of our engagement, the conduct of other parties or their counsel, the complexity of a particular matter and other factors.

In the event any provision of this engagement letter or any supplement is found to be unenforceable, the remaining provisions of this letter or such supplement shall remain enforceable in accordance with their terms in order to give effect to our intent to the maximum extent possible.

Again, we thank you for the opportunity to represent you. Please sign and date this engagement letter and return it to my attention, and please retain a copy for your files.

[SIGNATURES ON NEXT PAGE]



taylor | english

Taylor English Duma LLP 601 Brickell Key Drive, Suite 700, Miami, Florida 33131  
Main: 786-840-1437 Fax: 770-434-7376 [taylorenghish.com](http://taylorenghish.com)

Kind regards,



Steven W. Zerkowitz

For TAYLOR ENGLISH DUMA LLP

Accepted and agreed to:

North Miami Community Redevelopment Agency

By: \_\_\_\_\_

Cornelius Shiver  
Interim Executive Director

Dated: October 1, 2022

taylor | english

Taylor English Duma LLP 601 Brickell Key Drive, Suite 700, Miami, Florida 33131  
Main: 786-840-1437 Fax: 770-434.7376 [taylorenghish.com](http://taylorenghish.com)

**EXHIBIT A**

**AGREEMENT TO ENGAGE IN BINDING ARBITRATION**

In the event of a fee dispute under this engagement, the undersigned agree to resolve same by way of binding arbitration pursuant to the rules of the Fee Arbitration Program of the State Bar of Georgia.

Any disputes not heard by the Fee Arbitration Program shall be heard by the American Arbitration Association, under its commercial arbitration rules. Any such arbitration shall be held in Atlanta, Georgia. Judgment upon the award rendered by an arbitrator or arbitration panel may be entered in the State Court of Cobb County or the federal court for the Northern District of Georgia. The prevailing party in any such proceeding shall be entitled to an award of reasonable attorneys' fees actually incurred, as well as expenses.

\_\_\_\_\_  
Client Initials

  
\_\_\_\_\_  
Attorney Initials