



**MIAMI-DADE COUNTY
FINAL OFFICIAL MINUTES
Naranja Lakes Community Redevelopment
Agency (CRA)**

Board of County Commissioners

South Dade Government Center

Room 203

10710 S.W. 211 Street

Miami, Florida

Meeting Date:

April 17, 2006

7:00 p.m.

Prepared by:

Harvey Ruvin, Clerk

Board of County Commissioners

Kay Madry Sullivan, Director

Clerk of the Board Division

Reporter:

Jill Thornton, Commission Reporter

(305) 375-2505



**CLERK'S SUMMARY AND OFFICIAL MINUTES
NARANJA LAKES
COMMUNITY REDEVELOPMENT AGENCY (CRA)
APRIL 17, 2006**

The Naranja Lakes Community Redevelopment Agency (CRA) Board met in the South Dade Government Center, Room 203, 10710 S.W. 211 Street, Miami, Florida at 7:00 p.m., April 17, 2006, there being present upon roll call Chairperson Nina Betancourt, Mr. Rene Infante, Mr. Daniel Lipe, and Mr. Kenneth Forbes (Mr. Parsuram Ramkissoon was late), (Mr. Stuart Archer was absent); Community Redevelopment Office (CRO) Executive Director Tony Crapp, Mr. Jurgen Teintze, CRO Coordinator; Mr. Alberto Gonzalez, CRO Analyst; and Deputy Clerk Jill Thornton.

I. Call to Order

Chairperson Betancourt called the CRA Board meeting to order at 7:16 p.m.

II. Roll Call

Upon roll call and a quorum being present, the Board proceeded to consider tonight's agenda.

III. Approval of the Minutes

Mr. Forbes noted a scrivener error existing on page 2, paragraph 2 of the March 20th Meeting minutes that should be corrected to reflect that Mr. Johnson was not the President of the Sea Pines Homeowners Association.

Following clarification regarding Mr. Johnson's affiliation with the Sea Pines Homeowners Association, it was moved by Mr. Forbes that the March 20, 2006 NLCRA Meeting minutes be approved, as corrected to delete the word "President" on page 2, paragraph 2. This motion was seconded by Mr. Lipe and upon being put to a vote, passed unanimously by those members present.

IV. Approval of Agenda

It was moved by Mr. Lipe that the agenda for tonight's meeting (4/17) be approved with amendment to change the order of Agenda Items listed under "New Business," as recommended by Mr. Crapp. This motion was seconded by Mr. Infante, and upon being put to a vote, passed unanimously by those members present.

Open Forum for Public Comments

Chairperson Betancourt opened the floor for public comments.

Mr. Eves Justinvil, owner of Denny's Restaurant, 27667 S. Federal Highway, Naranja Lakes, appeared before the CRA and presented a proposal to remodel the subject restaurant.

Chairperson Betancourt expressed appreciation to Mr. Justinvil for bringing the proposal to the CRA's attention and noted the CRA Board and staff would review it.

Mr. Randy Pearson, President, SOLO Construction Corporation, appeared before the CRA and advised of an issue regarding non-payment by Naranja Lakes, LLC for work performed by SOLO Construction. He noted SOLO was prevented from proceeding with work because of outstanding issues between the developer and the County, which had delayed the project's completion. He also noted an outstanding balance owed.

Responding to questions from Mr. Crapp and Chairperson Betancourt regarding the balance owed and the amount paid in March, Mr. Pearson noted the amount owed was approximately \$400,000 and the payment received in March was approximately \$1 million for past due invoices. He stated SOLO was given a directive to continue work, but would like this matter resolved first.

Responding to Mr. Crapp's inquiry of who owed this money, Mr. Pearson noted Naranja Lakes, LLC owed the money pursuant to the contract, however, SOLO has no privity of contract with either the CRA or the County, who pays the developer with a joint party check.

Mr. Forbes noted that according to the Capital Expenditures Statement submitted to the CRA by staff, the expenditures listed included the monthly cumulative totals which included any disbursement to SOLO. He questioned the amount disbursed to SOLO during the month of February.

Mr. Pearson gave an approximate breakdown by month of monies paid to SOLO since June 2005. He noted SOLO continued working until November 2005, but had not received any monies for work performed since September 2005.

Mr. Crapp noted staff could present all billing information pertaining to reimbursements or payments made to the developer and SOLO for the Agency's review at the next CRA meeting.

In response to Mr. Infante's request for copies of SOLO Construction's requests submitted to the developer, Mr. Pearson stated he would provide copies of several letters submitted to the developer.

V. New Business

Security Updates

Major Ramirez, Miami Dade Police Department, Cutler Ridge District, provided an update on Security in the Naranja area surrounding the Mandarin Lakes Development Project. He noted a Community Response Team was created that comprised of a group of officers working directly with community leaders to reduce crime and improve the residents' quality of life and the team had proven successful. Mr. Ramirez also noted the Neighborhood Policing Unit was divided into four specific patrol areas - West Perrine, Goulds, Naranja and Modello, and consisted of officers working with officers assigned to those communities to provide more direct community policing.

Major Ramirez provided crime statistics for the Cutler Ridge District. He noted a 30% reduction in robberies had occurred in the District since partnering with the RID Team and the Narcotics Bureau and now the focus was on reducing the number of residential burglaries. He also noted residential burglaries committed in the area peaked a few months ago, but declined significantly in the last 30 days after the General Investigations Unit was revamped. He further noted a Traffic Team was created, comprised of two officers who provide traffic enforcement on a full time basis.

Regarding Mr. Lipe's question concerning crime statistics for the Mandarin Lakes area, Major Ramirez noted the package provided to staff tonight contained a synopsis report reflecting crimes committed by trend and area. He noted residential burglaries and robberies were more prevalent in the Mandarin Lakes area but auto theft and narcotics were also a problem.

Mr. Teintze pointed out that the Naranja Village Shopping Center was included in the synopsis report mentioned by Major Ramirez.

Mr. Ramkissoon expressed concern that prostitution was a problem in the Naranja Lakes area, particularly in the area surrounding his business, but was not included as part of the crime statistics in the report.

Major Ramirez noted the Narcotics Bureau conducted a number of stings in the area resulting in a number of arrests that addressed prostitution. He also noted sting operations were planned for the near future.

Mr. Infante noted the developers of the Naranja Lakes project approached Major O'Donnell about employing off-duty police officers to enhance security in the area and questioned the status of that request.

Major Ramirez stated he was unaware of that request, but he would contact Major O'Donnell and initiate efforts to employ off-duty officers as proposed, if the developer was willing to pay for it.

Mr. Crapp expressed appreciation for the opportunity to meet with Major Ramirez and Sergeant Ozzie Hernandez before tonight's meeting to discuss the level of security for the Mandarin Lakes project. He suggested the CRA designate a Board member to work with staff to formulate recommendations on safety.

Hearing no objection, the CRA agreed unanimously to designate Mr. Parsuram Ramkissoon as liaison to work with staff in formulating recommendations on safety of the Mandarin Lakes area, for submittal to the CRA.

Update on Mandarin Lakes

Mr. Paul Herman, Development Project Manager, D.R. Horton Builders, provided an update on the sales of Mandarin Lakes Homes. He noted that as of today (4/17), 166 town homes, 111 forty-foot single family homes and 78 fifty-foot single family homes were sold. Of those sold, he noted 47 town homes, 29 forty-foot single family homes and 11 fifty-foot single family homes had closed. He further noted 658 permits had been approved, which was approximately three-quarters of the eastern portion of the project.

Mr. Lipe questioned if these numbers were in line with sales projections. He also questioned the crime status within the development area.

Mr. Herman noted sales were projected at a rate of 25 to 30 sales per month, but had fallen short of the goal. He stated he was unaware of residential burglaries in the development area but noted the construction trailers for both Naranja Lakes LLC and DR Horton had been burglarized several times. He also noted a few burglaries had occurred to unoccupied homes while under construction.

Responding to Mr. Ramkissoon's inquiry whether these burglaries were reported to the police, Mr. Herman noted the Police Department kept a log of all the burglaries reported.

Chairperson Betancourt suggested the areas where those burglaries were committed be identified on a map and pointed out to the Police Department as potential problems within the CRA district, rather than as isolated burglaries of construction sites.

Mr. Crapp noted the burglary incidents reflected in the provided report could be plotted on a map for a better picture. He stated staff would work with the Police Department to address this issue.

Following further discussion, Mr. Herman noted a meeting was scheduled on May 6, 2006 with the homeowners in Phase I of the project to discuss the status of the efforts to complete the 140th Avenue roadway project.

Update on Infrastructure Project / Legal Issues

Mr. John Ritsema, Project Coordinator, stated that no additional information could be provided at this time on the update of the infrastructure project since the contractors were not currently working.

Legal Report

Mr. Crapp noted that according to correspondence generated by the County and Legal Counsel for the CRA, no legal impediment existed to prevent work from proceeding on this project but rather, the issue appeared to be between the developer and SOLO construction.

Mr. Pearson, SOLO Construction, noted more legal issues and increased costs could arise due to delays in completing the project.

Mr. Forbes expressed concern for a need to establish interdependency with each partner and to establish a time frame that would allow the CRA to intervene with problems and delays that caused additional costs. He pointed out that the developer was allowed to begin work without the performance bond in place, but the County exercised its right to have it in place and the CRA was not notified of a problem until 60 days after the fact.

Chairperson Betancourt clarified that the CRA took the position to work in tandem with the County and though there were repeated requests for the CRA to be notified immediately when issues of this magnitude arise, that in this instance, she felt it was incumbent upon Naranja Lakes, LLC not to delay the project.

Mr. Crapp concurred that the County and CRA worked in tandem and that staff represented the CRA. He noted a lot of dependency and interdependency existed between partners but the County was surprised to find out that the proper bond was not provided and though the County did not create the problem, it was trying to resolve it in a cooperative manner while keeping the project moving forward. Mr. Crapp further noted SOLO was paid as a result of the County and the CRA's efforts to be flexible, even though the contract called for the developer to pay SOLO first and then request reimbursement from the County. He noted the developer needed to understand the County would ensure compliance of the terms set forth with May 15th as the date set for the developer to comply with the proper bond.

Mr. Pearson stated the public funds were never at risk and the issue was not that the bond wasn't placed prior to proceeding with work but that the form of the original bond posted was not in the form the County desired, which was decided after work began. He noted the County's best decision should have been to allow the work to continue.

Mr. Luis Carbonelle, Naranja Lakes, LLC, stated he disagreed with Mr. Crapp's statements that the County and CRA were unaware of the proper bond not being placed. He noted staff reviewed and approved the bond at the time it was provided, but in midstream of the project, the County indicated changes were needed and a direction was made not to proceed with work until the requirements were met. He stated he agreed to meet the requirements but asked that work continue while these changes were made in order to meet the deadlines. He further noted the County requested additional requirements of the developer to provide revised Release of Liens for payments already provided. He indicated he would have a difficult time in getting subcontractors to revise Release of Liens retroactively.

Mr. Teintze stated the delay seemed to be over a relatively small invoice for work almost completed and asked what was required to move the project forward. He noted Mr. Ritsema was justified in asking for the signed Release of Liens that properly described the property site of work performed.

Chairperson Betancourt noted the request for a corrective instrument was a technical issue and that staff and Legal Counsel had made much progress to work out the issues with much accommodation. She reiterated the CRA needed to be informed promptly when issues of this magnitude arise so the problem could be dealt with quickly, without delaying the process.

Mr. Zelkowitz, Legal Counsel for the CRA, reiterated the previous comments of Mr. Crapp that no legal impediment existed to prevent the work from going forward except the issue between the developer and SOLO Construction, which was not a part of the CRA's contract with the developer. He noted the CRA and developer entered into an agreement that specified the requirements and a letter of credit and contract amendments had been provided, therefore the developer needed to move forward.

In response to Mr. Infante's comments concerning additional requirements for revised Release of Liens, Mr. Ritsema noted the Release of Liens should properly identify the subcontractor and the land/streets where work was performed. He further noted that prior to the release of any retainage, it would be prudent of the CRA to obtain from the Water and Sewer Department a written statement that the work performed at SW 140 Avenue and 272 Street was acceptable.

Discussion ensued between the CRA members, staff and contractors regarding the requirements for revised Release of Liens and Retainage.

Mr. Zelkowitz noted all partial Release of Liens provided for progress payments should be corrected by the submittal of the next Release of Lien, as long as it was in proper form.

Mr. Ritsema noted a contractor's usual practice was to continue work and mitigate any damage for delay in payment through a claim, so that if work was completed, he would be in the best position before the Court. Mr. Ritsema stated he disagreed with SOLO's claim that they were directed to stop work but rather the work stopped as a result of delay in payment, which should really be a reimbursement.

Following discussion, it was moved by Mr. Forbes that all concerned parties negotiate a resolution within the next two weeks and if no agreement was reached, the CRA would proceed with a default.

Mr. Lipe noted the developer needed to honor the terms of the contract that states he pay SOLO first and then request reimbursement from the County. He noted everybody needed to work together to be fair without making concessions outside this agreement.

Mr. Crapp emphasized that the County was very serious about the May 15th 2006 deadline date set for the developer to comply.

Chairperson Betancourt stated the April 11, 2006 default letter drafted by the CRA's Legal Counsel and accepted by Naranja Lakes, LLC, expressed the intention of the foregoing motion and should suffice. She requested that should anything change, the CRA Board be notified immediately.

The foregoing motion made by Mr. Forbes therefore died due to a lack of a second.

CRA Grants Program

Mr. Forbes noted that after conducting a research of information on OCED funding for the Sea Pines Community, he found the percentage of investor-owned units within the Sea Pines development to be 95%, which differed from the percentage reported at the March 20, 2006 CRA meeting. He also noted other misrepresentations may have occurred at the March and February NLCRA meetings and that his findings revealed members of the Sea Pines Homeowners Association and one member of the CRA Board owned units in the Sea Pines Community development.

Chairperson Betancourt noted that after reviewing the tax records of the 273 units in Sea Pines Community, she found only 31 units with current homestead exemption; 72 units had transferred titles in 2005 and investors that owned multiple units. She further noted that as far back as 2001, she found only one address that listed a board member of Sea Pines Homeowners Association as the actual resident.

It was moved by Mr. Forbes that further discussions be deferred on the Sea Pines Community issue until an official opinion was obtained by the Ethics Commission concerning this matter to ensure the CRA was dealing with homeowners in need of assistance. He stated the CRA needed the records of the Sea Pines Homeowner Association Board Meetings that authorized those individuals to come before the CRA with their request.

Mr. Darryl Christians, President, Sea Pines Home Owners Association, appeared and noted reasons for the Board change and for Mr. Whitaker's election not being filed with the Secretary of State until March 2006, though he was elected to the Association's Board in November 2005.

Mr. Dennis Whitaker, Secretary, Sea Pines Homeowners Association, noted the prior Management Company hired by the Association did not follow through with paper work and had since been replaced by another company.

In response to Mr. Infante's concern regarding the percentage numbers represented at the March 20, 2006 CRA meeting concerning owner occupied units in the Sea Pines development, Mr. Christians explained that approximately 40% of homeowners physically lived in the Sea Pines Community.

Mr. Infante noted it appeared the definition given for homeowner was not one unit per homeowner but rather a homeowner owning several units and that he understood the ratio to be one to one.

Chairperson Betancourt noted an issue with homeowners residing in one unit in the Sea Pines Community but owning multiple units as an investment. She pointed out that only 31 owners reported homestead exemption on their property.

Mr. Forbes noted Mr. Johnson appeared before the CRA on January 23rd, 2006 representing himself as Treasurer of the Sea Pines Homeowners Association and Mr. Archer participated in those conversations. He noted both owned units in the Sea Pines Development, but this information was never disclosed to his knowledge, nor did Mr. Archer recuse himself. Mr. Forbes inquired of the date and attendance of the meeting that authorized individuals to come before the CRA to request assistance and noted an official opinion was needed from the Ethics Commission as to the appropriateness of the CRA's actions so far before proceeding with further discussions.

Chairperson Betancourt noted for the record that the CRA understood the critical need to improve the condition of the Sea Pines Community based on its proximity to the primary redevelopment project but noted an investor of real property has an obligation to improve and maintain the property's value and should not defer maintenance for someone else to improve it.

Mr. Forbes pointed out that a maintenance agreement was filed with the County for maintaining those properties, which runs with the land.

Mr. Christians noted the numbers were inaccurate because they reflected investors in the past that bought properties in the Sea Pines Community at a low cost and flipped them, but the current buyers were buying to own and occupy the homes.

Mr. Lipe noted many of the homes in need of repair would require fixing in order for a homeowner to obtain a mortgage but most of those homes in disrepair were investor owned.

Mr. Christians stated the Association was not seeking funds to improve the homes but to improve the common grounds and infrastructure.

Mr. Lipe pointed out that improving common grounds and infrastructure with public funds would improve the value of the property and would unjustly enrich an investor.

Chairperson Betancourt emphasized the CRA's understanding of the critical needs of this community but noted a maintenance agreement had been filed with the County since 1983 for maintaining the private roads that runs in perpetuity with each new homeowner.

Discussion ensued as to why delinquent fees were not collected by the Homeowners Association at time of sale or transfer of title.

Mr. Zelkowitz noted as a legal requirement, banks issuing mortgages usually require a Homeowners Association to submit an estoppel letter ensuring that all association fees are current on a property to be mortgaged, however, the property could have been purchased without a loan.

Mr. Ramkissoon suggested that further discussions be deferred until the CRA received a reply from the Ethics Committee concerning the issues previously stated of misrepresentations made at the January and February CRA meetings and Mr. Archer owning property in the Sea Pines Community.

In response to Chairperson Betancourt's comments that no vote had been taken on actions for the Sea Pines Community, Mr. Forbes pointed out that the CRA Board authorized staff to proceed with research and development of a grants program that included the Sea Pines Community. He noted the concern dealt with the discussions held regarding the Sea Pines Community and an official opinion was needed regarding the appropriateness of those discussions.

Mr. Ramkissoon also pointed out that the CRA asked Mr. Ritsema to do a feasibility study of the area.

Mr. Crapp clarified that the CRA's request was for staff to seek an opinion from the Ethics Commission regarding Mr. Archer's participation in prior discussions on the Sea Pines issue and for clarity on the January and February CRA meetings as to whether there were discrepancies or misrepresentations stated concerning the Sea Pines Homeowners Officials.

Mr. Zelkowitz advised that if the CRA Board desired to seek an opinion from the Ethics Commission of a potential conflict or issue, the Board must pass a motion directing staff and attorney to seek that opinion. He noted requested opinions are binding on the individual and can be challenged in Court.

It was moved by Mr. Forbes that the CRA direct staff and its Legal Counsel to seek an opinion from the Florida Commission on Ethics as to whether Mr. Archer needed to make a disclosure regarding his ownership of property in Sea Pines Community, prior to participating in discussions on the Sea Pines Community. This motion was seconded by Mr. Ramkissoon, and upon being put to a vote, passed unanimously by those members present.

Mr. Crapp provided a brief oral report on the history of OCED funding for the Sea Pines Community. He noted \$263,000 was allocated in April 2001 for improvements to some condemned homes and a contract was developed and executed for those funds but the project was never brought to fruition and most of the funds were recaptured. Mr. Crapp noted as a normal procedure, CDBG funds were not advanced so the Department may have incurred some expenses in the process and he would endeavor to get clarification on this issue.

Regarding CRA Grants Program, Mr. Crapp noted the residential and commercial improvement programs submitted in a memo at the March 20th, 2006 CRA meeting could be implemented. He further noted this research was taken a step further to craft a program that would target multi-family residential improvements limited to health and safety and could be made available to Homeowner Associations and Multi-Family Residential developments located throughout the CRA district. He noted if this program were adopted, it could be used as a model for developing a commercial improvement program. Mr. Crapp recommended the CRA consider this program and if approved, recommend a time table to allow awarding grants in the fall following the hurricane season. He noted County Attorney Glenn Saks assisted in drafting a resolution applicable to the emergency appropriations.

Discussion ensued among CRA members regarding preferences for an inclusive program that included single-family homeowners.

Chairperson Betancourt reminded the Board of prior discussions to enter into an agreement with one entity that was identifiable. She stated she preferred the program be structured initially to benefit a group as a whole rather than open it up to a lot of individual applications.

Mr. Forbes noted the CRA's of Cities of St. Petersburg, Kissimmee and Port Charlotte had good programs targeting single-family homes and included packaging with OCED or HOME dollars.

Mr. Crapp stated the intent of the proposed program, as recommended, was to target Homeowner Associations and Multi-Family Development and to make health and safety improvements for the premises. He noted the proposed program could be adjusted for a more inclusive residential program if the CRA Board desired.

Chairperson Betancourt noted she liked the idea of a matching grants or incentive program for leverage such as subsidizing a contractor or vendor used by the CRA that lived within the CRA district.

Mr. Infante stated he would prefer a clean, non-intrusive program in order to avoid legal issues.

VI. Old Business

Mr. Crapp recommended the CRA Board appoint one or two members to serve on a Task Force for discussing recommendations on next year's budget.

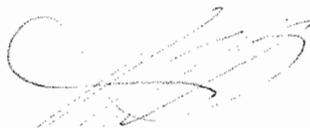
Hearing no objection, the CRA Board agreed unanimously to re-appoint Mr. Lipe and Mr. Forbes as members of its budget Task Force.

VII. Setting of next Meeting Date

Chairperson Betancourt announced that the next NLCRA meeting would be held on May 15, 2006.

VIII. Adjournment

There being no further business to come before this Board, the Naranja Lakes Community Redevelopment Agency meeting was adjourned at 9:47 p.m.



Chairperson Nina Betancourt
Naranja Lakes Community Redevelopment Agency



NARANJA LAKES COMMUNITY REDEVELOPMENT AGENCY

April 17, 2006

Prepared by: Nelson Diaz

EXHIBITS LIST

NO.	DATE	ITEM #	DESCRIPTION
1	4/17/2006		Meeting Agenda
2	4/17/2006		Letter from Dennis Williams Re: Remold Scope #7444(Naranja Lakes, Fl)
3	4/17/2006		Faxed letter from Miami-Dade County Community Redevelopment Office
4	4/17/2006		Naranja Lakes CRA Primary Redevelopment Project
5	4/17/2006		Letter from Steven W. Zerkowitz Re: Redevelopment Agreement between the Naranja Lakes Community Redevelopment Agency and Naranja Lakes Construction.
6	4/17/2006		Letter from Luis Carbonell Re: Redevelopment Agreement-Naranja Lakes
7	4/17/2006		First Amendment to Contract
8	4/17/2006		Irrevocable Standby Letter of Credit
9	4/17/2006		Memorandum from Tony E. Crapp., Executive Director Community Redevelopment Office
10	4/17/2006		Community Redevelopment Agency Multi-Family Residential Improvement Improvements Program (MFRIP)
11	4/17/2006		Resolution No. 2006 -03
12			
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17			
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NARANJA LAKES COMMUNITY REDEVELOPMENT AGENCY

MEETING OF THE BOARD OF COMMISSIONERS

LOCATION: SOUTH DADE GOVERNMENT CENTER – ROOM 203
10710 S.W. 211TH STREET, MIAMI, FL
Regular Meeting 7:00PM
April 17, 2006

MEETING AGENDA

- | | | |
|-------|--|--------------------------|
| I. | Start of Regular Meeting Call to Order | Chair |
| II. | Roll Call | Chair |
| III. | Approval of the Minutes | Committee |
| IV. | Approval of Agenda
Open Forum for Public Comments | |
| V. | New Business | |
| | Update on Mandarin Lakes | Paul Herman |
| | Update on Infrastructure Project / Legal Issues | John Ritsema / Glen Saks |
| | CRA Grants Program | Staff |
| | Security updates | Staff |
| VI. | Old Business | |
| VII. | Setting of next Meeting Date | |
| VIII. | Adjournment | |

Handwritten: 04/17/06 NLCRA
EXHIBIT



March 24, 2006

Yves Justinvil
27667 S Federal Hwy
Naranja Lakes, FL 33032

RE: Remodel Scope: Unit #7444 (Naranja Lakes, FL)

Dear Yves:

Please find attached a scope of work for the above referenced Denny's restaurant which details the required work that must be completed to meet Denny's remodeling image requirements.

The scope relates to Denny's trade dress, trademarks, other intellectual property, including signs, logos, finishes, decor, aesthetics, guest comfort, and ability to serve food within our standards for quality, timeliness, and cleanliness.

As set forth in the franchise agreement the franchisee is responsible for complying with all laws and regulations relating to the design and construction of the restaurant and for obtaining all permits, certifications, clearances, and approvals necessary to construct and operate the restaurant. If you are uncertain about any issue relating to its compliance with any law, regulation, or obligation relating to the design or construction of the restaurant, you should consult professional guidance on these matters.

The attached scope is only valid for six months from the scope date. The remodel must be complete within 60 days of the construction start date. Unless the remodel is completed within the six months, a new scope has to be performed and the remodel must comply with the current standards of that time.

Also enclosed is the Vision 3 Remodel Standards Guide which was reviewed with you or your representative at the time of the scope. This guide includes our general specifications and guidelines and should be used only as a reference when completing the remodel for this restaurant. The specific requirements for this project are listed on the Remodel Scope.

Important Note: As some of the specified materials are special order items, it is important to allow sufficient lead time to obtain required materials before scheduling installation. You must use approved suppliers as listed unless otherwise noted.

NCLA 04/11/06
EXHIBIT

Please notify your FOM if you anticipate any shutdown and when the work is complete so that a final inspection can be scheduled.

Should you need any of the above points clarified, or if you need any additional information or assistance please contact me at any time. I look forward to working with you on the project.

Sincerely,

DFO, Inc.
Dennis Williams
Project Manager
Tel: 407/947-5614

cc: Lucy Clark w/attachment
Pedro Garcia w/ attachment
Laurent Hage w/ attachment
File w/attachment



Office of the County Manager
 111 NW 1st Street • Suite 2910
 Miami, Florida 33128-1994
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April 4, 2006

miamidade.gov

Via Facsimile & Regular Mail

- ADA Coordination
- Agenda Coordination
- Art in Public Places
- Audit and Management Services
- Aviation
- Building Code Compliance
- Building
- Business Development
- Capital Improvements
- Citizen's Independent Transportation Trust
- Communications
- Community Action Agency
- Community & Economic Development
- Community Relations
- Consumer Services
- Corrections & Rehabilitation
- Countywide Healthcare Planning
- Cultural Affairs
- Elections
- Emergency Management
- Employee Relations
- Enterprise Technology Services
- Environmental Resources Management
- Fair Employment Practices
- Finance
- Fire Rescue
- General Services Administration
- Historic Preservation
- Homeless Trust
- Housing Agency
- Housing Finance Authority
- Human Services
- Independent Review Panel
- International Trade Consortium
- Juvenile Assessment Center
- Medical Examiner
- Metropolitan Planning Organization
- Park and Recreation
- Planning and Zoning
- Police
- Procurement
- Property Appraiser
- Public Library System
- Public Works
- Safe Neighborhood Parks
- Seaport
- Solid Waste Management
- Strategic Business Management
- Team Metro
- Transit
- Urban Revitalization Task Force
- Vizcaya Museum and Gardens
- Water and Sewer

Mr. Michael Garcia-Carrilo
 Naranja Lakes Construction, LLC
 14600 S.W. 136th Street
 Miami, Florida 33186
 Fax (305) 259-3200

Naranja Lakes Holdings, LLC
 Naranja Lakes Holdings II, LLC
 c/o Mr. George de Guardiola
 1153 Town Center Dr., Suite 202
 Jupiter, FL 33458
 Fax (561) 691-4044

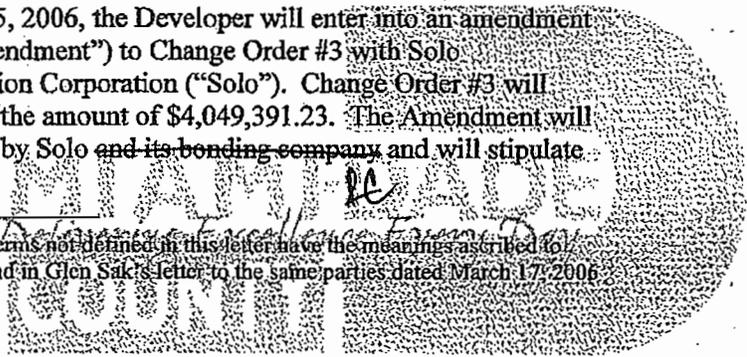
Mr. Paul Romanowski
 D.R. Horton, Inc.
 1245 South Military Trail, Suite 100
 Deerfield Beach, FL 33442
 Fax (954) 428-8330

Gentlemen:

Miami-Dade County hereby agrees to extend the cure period for both the Developer and the Owner¹ until May 15, 2006, subject to the following conditions:

1. In lieu of the Developer's bond required in the Agreement, the Developer agrees to provide an irrevocable letter of credit ("LOC") naming the County as beneficiary in the amount of at least \$745,218.00 by Wednesday, April 5, 2006. The LOC will guarantee payment for the work generally described as all work in Change Order #3 east of the C-103 Canal not including the bridge (the "Authorized Work"), representing a portion of the existing Change Order #3. Such LOC shall be released by the County as soon as the Authorized Work is completed and accepted by the County.
2. By April 5, 2006, the Developer will enter into an amendment (the "Amendment") to Change Order #3 with Solo Construction Corporation ("Solo"). Change Order #3 will remain in the amount of \$4,049,391.23. The Amendment will be signed by Solo and its bonding company and will stipulate

¹ All capitalized terms not defined in this letter have the meanings ascribed to them in the Agreement and in Glen Sak's letter to the same parties dated March 17, 2006 or in the Agreement.



NCLA - 04/17/06
 EXHIBIT

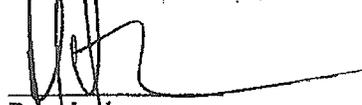
that no work will proceed beyond the Authorized Work unless and until the County authorizes it in writing.

3. If any work proceeds beyond the Authorized Work prior to the posting of the proper LOC as per section 4, the Developer shall be in default of the Agreement.
4. A Letter of Credit for the remaining balance of Change Order #3 (\$2,494,333.63) must be in place by May 15, 2006.
5. By May 15, 2006, the Developer will provide a letter of bondability from a bonding company for the balance of the work described in the Agreement, as defined as the work that Solo originally bid on, and as currently estimated at \$7.5 million.
6. All of terms in the Agreement including, but not limited to, the Guaranteed Maximum Price (the "GMP") shall remain in full force and effect. Clarification: In the event that the only way to secure a proper form of bond is through the execution of a construction contract for the balance of work that will cause the Developer to exceed the GMP, the reimbursement payment by the County shall nevertheless be limited to the GMP, and any excess costs shall be born by the Developer, as per section 4.02 of the Agreement, *Developer shall not waive any rights as described in the Developer's Agreement.* *RA*
7. The terms of this offer shall be accepted in writing by Developer by not later than April 5, 2006.
8. Failure of the Developer to comply with any of the foregoing conditions will result in an immediate "event of default" under the Agreement, with no additional cure period.

Sincerely,



Executive Director
Miami-Dade County
Community Redevelopment Office



Principal,
Naranja Lakes Construction, LLC

Naranja Lakes CRA Primary Redevelopment Project

Actual Capital Expenditures

	Jun-05	Jul-05	Aug-05	Sep-05	Oct-05	Nov-05	Dec-05	Jan-06	Feb-06	Mar-06
Initial County Infrastructure Contribution	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000
Cumulative Expenditures to date	<u>(3,351,632)</u>	<u>(3,887,041)</u>	<u>(3,887,041)</u>	<u>(4,125,931)</u>	<u>(4,237,425)</u>	<u>(4,253,979)</u>	<u>(4,381,982)</u>	<u>(4,381,982)</u>	<u>(5,200,826)</u>	<u>(5,200,826)</u>
Available Balance	1,648,368	1,112,959	1,112,959	874,069	762,575	746,021	618,018	618,018	(200,826)	(200,826)
Current month Expenditures	(38,865)	(535,409)	-	(238,890)	(111,494)	(16,553)	(128,004)	-	(818,844)	Pending

Benchmarks II. per development agreement

**3/31/2006
Near Term Outlook**

Benchmarks I. per development agreement

Outcome

Completion of all items set forth under Benchmarks I.	Benchmark Met	Construction of a sales area on the property for the Primary Redevelopment Project Is trailer completed? / Using other means?	Constructed and fully operational. Benchmark Met
The issuance of at least 150 certificates of occupancy (CO's) for residential units within the Primary Redevelopment Project How many sales have closed?	Closings - 66 totals (TH's 34, SF - 32)	Construction of at least (6) models representing the various residential units to be included in the Primary Redevelopment Project How many models constructed?	Completed more than 6: 3 townhomes and 4 - 40' single family homes Benchmark Met
Application for at least 200 building permits for residential units within the Primary Redevelopment Project on top of the 150 permit applications that are part of the benchmarks for Phase I.	There are currently 817 permits applied for, with 417 received and 400 pending. Benchmark Met	Engagement in an aggressive marketing campaign for the Primary Redevelopment Project	Advertising from print ads in both the New Home Guide. The billboards are still in place sales center open. Full ads are running in the Miami Herald. Benchmark Met
Within 36-months following the commencement of construction of Phase I of the CRA Project at least (800) certificates of occupancy for residential units in the Primary Redevelopment Area	Pending	Execution and delivery of at least 150 purchase and sale contracts for the purchase of residential units in the Primary Redevelopment Area Number of Purchase and Sale agreements	292 homes are sold as of 2/28/06 Benchmark Met Closings - 66 totals (TH's 34, SF - 32)
		Application of at least 150 building permits for residential units in the Primary Redevelopment Project when will D.R. Horton submit permit application? Number of Permit applications submitted	There are currently 817 permits applied for, with 417 received and 400 pending Benchmark Met

NCLRA 04/17/06
 99/10/06-APDM

GRAY | ROBINSON
ATTORNEYS AT LAW

SUITE 1850
401 EAST LAS OLAS BOULEVARD
FORT LAUDERDALE, FL 33301
TEL 954-761-8111
FAX 954-761-8112
gray-roblnson.com

CLERMONT
FORT LAUDERDALE
JACKSONVILLE
KEY WEST
LAKELAND
MELBOURNE
NAPLES
ORLANDO
TALLAHASSEE
TAMPA

April 11, 2006

VIA FACSIMILE AND U.S. MAIL

Mr. Michael Garcia-Carrilo
Naranja Lakes Construction, LLC
14600 S.W. 136th Street
Miami, FL 33186

Mr. George de Guardiola
Naranja Lakes Holdings, LLC
Naranja Lakes Holdings II, LLC
1153 Tom Center Drive, Suite 202
Jupiter, FL 33458

Mr. Paul Romanowski
D.R. Horton, Inc.
1192 East Newport Center Drive
Suite 150
Deerfield Beach, FL 33442

Re: Redevelopment Agreement between the Naranja Lakes Community Redevelopment Agency ("CRA"), Miami-Dade County ("County"), Naranja Lakes Construction, LLC ("Developer"), Naranja Lakes Holdings, LLC ("NLH"), Naranja Lakes Holdings II, LLC ("NLH II"), recorded January 8, 2004, in the Public Records of Miami-Dade County, Florida; as amended by that certain First Amendment to Redevelopment Agreement dated March 3, 2005 (collectively, the "Agreement")

Gentlemen:

This letter is a follow-up to my letters to you dated February 20, 2006, March 20, 2006, and March 27, 2006 regarding certain defaults by the Developer and Owner with respect to the

NLCA 04/17/06
EXHIBIT

Mr. Michael Garcia-Carrilo
Mr. George de Guardiola
Mr. Paul Romanoski
April 11, 2006
Page 2 of 3

Agreement. On behalf of the CRA, the purpose of this letter is to extend the cure period for both the Developer and Owner until May 15, 2006, subject to the following conditions (of which 1 and 2 have been satisfied):

1. In lieu of the Developer's bond required in the Agreement, the Developer agrees to provide an irrevocable letter of credit ("LOC") naming the County as beneficiary in the amount of at least \$745,218.00 by Monday, April 5, 2006. The LOC will guarantee payment of the work in Change Order #3 east of the C-103 Canal not including the bridge (the "Authorized Work"), representing a portion of the existing Change Order #3. Such LOC shall be released by the County as soon as the Authorized Work is completed and accepted by the County.

2. By April 5, 2006, the Developer will enter into an amendment (the "Amendment") to Change Order #3 with Solo Construction Corporation ("Solo"). Change Order #3 will remain in the amount of \$4,049,391.23. The Amendment will be signed by Solo and stipulate that no work will proceed beyond the Authorized Work unless and until the CRA authorizes it in writing.

3. If any work proceeds beyond the Authorized Work prior to the posting of the proper LOC as per Section 4, the Developer shall be in default of the Agreement.

4. A Letter of Credit for the remaining balance of Change Order #3 (\$2,494,333.63) must in place by May 15, 2006.

5. By May 15, 2006, the Developer will provide a letter of bondability from a bonding company for the balance of the work described in the Agreement, as defined as the work that Solo originally bid on, and as currently estimated at \$7.5 million

6. All of terms in the Agreement including, but not limited to, the Guaranteed Maximum Price (the "GMP") shall remain in full force and effect. Clarification: In the event that the only way to secure a proper form of bond is through the execution of a construction contract for the balance of work that will cause the Developer to exceed the GMP, the reimbursement payment by the County shall nevertheless be limited to the GMP, and any excess costs shall be born by the Developer, as per Section 4.02 of the Agreement. Developer shall not waive any rights as described in the Agreement.

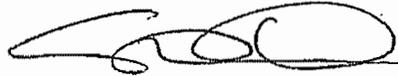
6. The terms of this offer shall be accepted in writing by Developer by not later than April 14, 2006.

7. Failure of the Developer to comply with any of the foregoing conditions will result in an immediate "event of default" by the Developer under the Agreement, with no additional cure period.

Mr. Michael Garcia-Carrilo
Mr. George de Guardiola
Mr. Paul Romanoski
April 11, 2006
Page 3 of 3

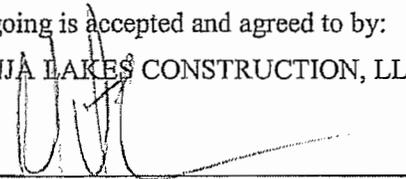
If the foregoing terms and provision are acceptable, please sign as indicated below and return a copy of this letter to my office via facsimile. Please call me with any questions or comments you may have regarding the foregoing.

Sincerely,



Steven W. Zelkowitz

The forgoing is accepted and agreed to by:
NARANJA LAKES CONSTRUCTION, LLC

By: 
Name: RAY CASTELLANOS
Title: MANAGING PARTNER

SWZ/des

cc: Mr. Tony Crapp, Sr. (via facsimile)
Mr. Jurgen Teintze (via facsimile)
Glenn A. Saks, Esq. (via facsimile)
Valerie Fernandez, Esq. (via facsimile)
Juan E. Rodriguez, Esq. (via facsimile and U.S. mail)
Boardmembers of the Naranja Lakes
Community Redevelopment Agency (via email)

Naranja Lakes Construction

April 5, 2006

SENT VIA COURIER

Mr. Tony Crapp, Sr.
Miami-Dade County
111 NW 1st Street
Suite 2910
Miami, Florida 33128

Re: Redevelopment Agreement – Naranja Lakes

Dear Mr. Crapp,

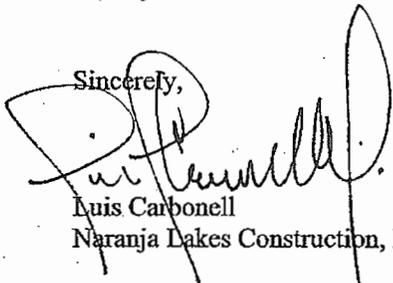
Attached herein, please find the Naranja Lakes Construction (“NLC”) Irrevocable Letter of Credit in the amount of USD\$745,217.37, as previously agreed, to satisfy the request made in your 04/04/06 letter.

A First Amendment Agreement to the contract executed between NLC and Solo Construction Corporation is also included herein, as previously agreed, to satisfy the additional request made in your 04/04/06 letter, which letter has also been executed, as requested, and provided herein for your records.

Prior to any commencement of work within the authorized area in scope for work in Change Order 3, NLC will like to request written confirmation by the County that demands have been satisfied with regards to our 04/05/06 deadline and that we could proceed to complete the work.

Should you have any comments or questions about the documents herein provided please contact me at your earliest convenience.

Sincerely,



Luis Carbonell
Naranja Lakes Construction, LLC

Cc:

Steven W. Zelkowitz, Esq.
Glenn Saks, Esq.
Mr. Paul Romanowski
Mr. George de Guardiola
Ben Solomon, Esq. (via facsimile)

RECEIVED

APR 05 2006

Tony E. Crapp, Sr.
County Manager's Office

14600 SW 136 St. Miami, FL 33186 • Tel. 305.259.3100 • Fax 305.259.3200

MEMBERS OF...



NLCRA-04/17/06
EXHIBIT

FIRST AMENDMENT TO CONTRACT

THIS FIRST AMENDMENT TO CONTRACT (this "First Amendment") is made as of the 3rd day of April, 2006 by and between SOLO CONSTRUCTION CORPORATION, a Florida corporation ("Solo") and NARANJA LAKES CONSTRUCTION, LLC, a Florida limited liability company ("Naranja") and consented to by Miami-Dade County (the "County") and Naranja Lakes Community Redevelopment Agency (the "CRA"). Solo and Naranja shall hereafter be collectively referred to as the "Parties."

RECITALS

A. Solo and Naranja entered into that certain Contract dated June 25, 2004 (the "Contract") for the development and construction of certain infrastructure within the Naranja Lakes Community as more specifically described in that certain Redevelopment Agreement by and among the CRA, the County, Naranja, Naranja Lakes Holdings, LLC and Naranja Lakes Holdings II, LLC.

B. The Parties wish to modify the Contract pursuant to this First Amendment.

NOW THEREFORE, in consideration of the mutual covenants and promises herein set forth, the Parties agree as follows:

1. The foregoing Recitals are true and correct and are incorporated into this First Amendment by this reference.
2. The Parties agree that Exhibit PFMB-1 of the Project Manual for Naranja Lakes Community Redevelopment (referenced in the Contract as "ITB-NLLC-001") shall hereby be replaced with Exhibit 1 of this First Amendment (the "Proper Bond Form") for all future work and/or change orders as of the effective date of this First Amendment.
3. Solo agrees to provide the Proper Bond Form to the County and the CRA within fifteen (15) days of the date Solo is capable of providing such Proper Bond Form to the County and the CRA for any future work to be awarded pursuant to the Redevelopment Agreement as referenced in Section 5.
4. The Parties agree that effective as of the date of this First Amendment, Change Order #4 is hereby voided and the scope of work will remain as awarded in Change Order #3.
5. Solo agrees that no work will proceed west of Canal C-103 as part of Canal Street (Item C of the Redevelopment Agreement) including the green areas and pathways thereof and inclusive of the Canal Street bridge (Item D of the Redevelopment Agreement), unless the County authorizes the same in writing. Notwithstanding the foregoing, upon acceptance of Naranja's letter of credit in favor of the County in the approximate amount of \$745,218, Solo agrees that it will continue to construct and complete: (i) the work east of Canal C-103 as part of Canal Street including the green areas and pathways; and (ii) SW 143rd Avenue (Item J of the Redevelopment Agreement).

6. The Parties agree that this First Amendment and the Contract shall be construed as a single document. In all other cases the Contract shall remain in full force and effect.

7. The Parties agree that this First Amendment may be executed by facsimile and that the same shall constitute an original. The Parties further agree that this First Amendment may be executed in counterparts, each of which shall be deemed an original.

EXECUTED, as of this 3rd day of April, 2006.

SOLO CONSTRUCTION CORPORATION

By: _____
Name: _____
Title: _____

NARANJA LAKES CONSTRUCTION, LLC

By: _____
Name: PAYO CASTELLANOS
Title: MANAGE MEMBER

**CONSENTED TO BY MIAMI-DADE COUNTY
AND THE COMMUNITY REDEVELOPMENT
AGENCY:**

By: _____
Tony Crapp, Sr., Executive Director
Miami-Dade County, Community Redevelopment Office

APPROVED TO AS TO FORM BY:

Glenn A. Saks, Esq., Assistant County Attorney

Steven Zeikowitz, Esq., Attorney for CRA

Exhibit 1

PROPER BOND FORM

SURETY PERFORMANCE AND PAYMENT BOND

By this Bond, We, Naranja Lakes Construction, LLC, as Principal, whose principal business address is _____, as Developer under the contract dated _____, 200____, between Principal and Miami-Dade County for the development of the Master Plan of Improvements (hereinafter referred to as "Redevelopment Contract") the terms of which Redevelopment Contract are incorporated by reference in its entirety into this Bond, and We, _____, as Co-Principal, whose principal business address is _____, as Contractor under the contract dated _____, 200____, between Co-Principal and Naranja Lakes Construction, LLC, for the construction of the Master Plan of Improvements (hereinafter referred to as "Construction Contract") the terms of which Construction Contract are incorporated by reference in its entirety into this Bond and _____, a corporation, whose principal business address is _____, as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of _____ (U.S. dollars) \$_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal or Co-Principal:

1. Performs all the work under the Construction Contract, including but not limited to guarantees, warranties and the curing of latent defects, said Construction Contract being made a part of this bond by reference, and in the times and in the manner prescribed in the Construction Contract, including any and all damages for delay; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal or Co-Principal with labor, materials, or supplies, used directly or indirectly by Principal or Co-Principal in the prosecution of the work provided for in the Construction Contract; and
3. Pays County all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal or Co-Principal under the Construction Contract, including but not limited to a failure to honor all guarantees and warranties or to cure latent defects in its work or materials within 5 years after completion of the work under the Construction Contract; and
4. Performs the guarantee of all work and materials furnished under the Construction Contract for the time specified in the Construction Contract, including all warranties and curing all latent defects within 5 years after completion of the work under the Construction Contract;

then this bond is void; otherwise it remains in full force.

If no specific periods of warranty are stated in the Construction Contract for any particular item or work, material or equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the County. This Bond does not limit the County's ability to pursue suits directly with the Principal or Co-Principal seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11, Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Construction Contract or the changes does not affect Surety's obligation under this Bond.

SURETY PERFORMANCE AND PAYMENT BOND (Cont'd)

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the _____ day of _____, 20__.

DEVELOPER

Nanaja Lakes Construction, LLC

BY:

(President) (Managing Partner or Joint Venturer)

CONTRACTOR

(Contractor Name)

BY:

(President) (Managing Partner or Joint Venturer)

(SEAL)

**COUNTERSIGNED BY RESIDENT
FLORIDA AGENT OF SURETY:**

SURETY:

(Copy of Agent's current Identification Card as issued by
State of Florida Insurance Commissioner must be attached) By:

Attorney-in-Fact

(CORPORATE SEAL)

(Power of Attorney must be attached)

FIRST AMENDMENT TO CONTRACT

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7. The Parties agree that this First Amendment may be executed by facsimile and that the same shall constitute an original. The Parties further agree that this First Amendment may be executed in counterparts, each of which shall be deemed an original.

EXECUTED, as of this 3rd day of April, 2005.


SOLO CONSTRUCTION CORPORATION

By: _____
Name: David Peterson
Title: President

NARANJA LAKES CONSTRUCTION, LLC

By: _____
Name: _____
Title: _____

CONSENTED TO BY MIAMI-DADE COUNTY
AND THE COMMUNITY REDEVELOPMENT
AGENCY:

By: _____
Tony Crapp, Sr., Executive Director
Miami-Dade County, Community Redevelopment Office

APPROVED TO AS TO FORM BY:

Glenn A. Saks, Esq., Assistant County Attorney

Steven Zelkowitz, Esq., Attorney for CRA

IRREVOCABLE STANDBY LETTER OF CREDIT

Standby Letter of Credit No. COMMS300486

Date: April 3, 2006

Miami-Dade County Board of County Commissioners,
C/O County Manager
Subdivision Control - Suite 2910
Stephen P. Clark Center
111 NW 1st Street
Miami, Florida 33128

COMMERCE BK, N.A. **745,217 dols 87 cts**
INT'L DEPT

Gentlemen:

We hereby authorize you to draw on us by and for the account of: **Naranja Lakes Construction, LLC** 14600 S. W. 136 Street, Miami Florida 331 up to an aggregate amount of **Seven Hundred Forty Five Thousand, Two Hundred Seventeen and 37/100** US Dollars, **US\$745,217.37** available by your drafts at sight accompanied by a Certificate of the Miami-Dade County Manager or his designee, that Naranja Lakes Construction, LLC failed to perform in accordance with its terms and provisions of that certain Redevelopment Agreement between the Naranja Lakes Community Redevelopment Agency, Miami-Dade County, Naranja Lakes Construction LLC, Naranja Lakes Holdings II LLC, and Naranja Lakes Holdings LLC, recorded on January 8, 2004 in the Public Records at Miami-Dade County, Florida as amended by that certain First Amendment to the Redevelopment Agreement dated March 3, 2005 (collectively the "Agreement").

This Letter of Credit shall be valid until **April 3, 2007**, and shall thereafter be automatically renewed for successive one-year periods upon the anniversary of its issue unless at least sixty (60) days prior to any such anniversary date we notify you in writing to George M. Burgess, County Manager, Attn: Tony B. Crapp, Sr. Executive Director Community Redevelopment Office, Stephen P. Clark Center, 111 NW 1st Street, Miami, Florida 33128 that we elect not to so renew this Letter of Credit. Upon receipt by you of such notice you may draw hereunder by your drafts drawn at sight on us and accompanied by a certificate signed by the County Manager of Miami-Dade County or his designee, and shall be duly honored upon presentation to the drawee.

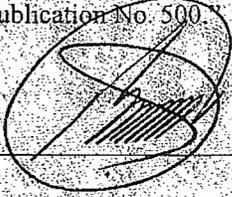
Drafts must be drawn and negotiated not later than **April 3, 2007** or the last day of any renewal period. Each draft must state that it is drawn under **Letter of Credit No. COMMS300486** of the **COMMERCEBANK, N.A.**, dated **April 3, 2006**, and the amount thereof endorsed on this Letter of Credit and also on our correspondent's advice of this credit. Partial and/or multiple drawings are permitted hereunder.

We hereby agree with the drawers, endorsers, and bona fide holders of all drafts under and in compliance with the terms of this credit, that such drafts will be duly honored upon presentation to the drawee.

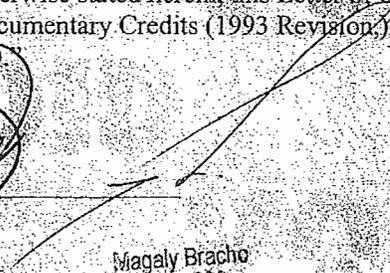
Naranja - 04/03/06

Page No. 2 Ref. COMMS300486.

Except so far as otherwise stated herein, this Letter of Credit is subject to the "Uniform Customs and Practice for Documentary Credits (1993 Revision.) International Chamber of Commerce Publication No. 500."



BYRON SAENZ
3-BS-227



Magaly Bracho
3-MB-099

Memorandum



Date: April 14, 2006

To: Nina Betancourt, Chairperson and Members of the Naranja Lakes Community Redevelopment Agency

From: Tony E. Crapp, Sr., Executive Director
Community Redevelopment Office *TEC*

Subject: Proposed CRA Residential Revitalization Grants Program and Emergency Fund Allocation to Sea Pines Homeowners Association

During the Board's meeting on March 20, 2006, staff was directed to draft a residential/commercial grants program and to research the possibilities for an emergency grants process that could be used to allocate funding to the Sea Pines Homeowners Association, for storm water drainage improvements to be implemented before the upcoming 2006 hurricane season.

Attached is a proposed grants program which is modeled on similar CRA programs that were researched and presented to the CRA Board at the March 20th, 2006 meeting. The proposed program would be available for improvements solely to homeowners associations and multi-family residential developments throughout the Naranja Lakes Community Redevelopment Area, and be limited to health and safety improvements. This program is intended for projects other than the primary redevelopment project of "Mandarin Lakes". On a parallel basis a commercial improvements program could be developed as well utilizing the proposed residential grants program as a model. The 2005-06 Naranja Lakes CRA adopted budget includes an appropriation of \$45,000 for a Residential Improvements Program and \$60,000 for a Commercial Improvements Program.

In terms of a suggested timetable for implementation, staff is recommending that the Board (1) consider taking immediate action to approve an emergency funding allocation to the Sea Pines Homeowners Association for specified improvements, and (2) consider instructing staff to complete the preparation of a proposed residential improvement grants program and a proposed commercial improvement grants program for final approval by the Board and implementation of an application and funding process later in 2006 near the end of the upcoming hurricane season.

If you have any questions please contact Alberto Gonzalez of the Community Redevelopment Office at (305) 375-4705.

Attachment

cc: Jurgen Teintze, TIF Program Coordinator
Alberto Gonzalez, CRA Analyst



**COMMUNITY REDEVELOPMENT AGENCY
MULTI-FAMILY RESIDENTIAL
IMPROVEMENTS PROGRAM
(MFRIP)**

Purpose

This program is intended to address health and safety problems that arise due to the physical deterioration of some of the housing developments in the Naranja Lakes Community Redevelopment Area. The Multi-Family Residential Improvement Program (MFRIP) is intended to provide for the use of tax increment funds to leverage private investment for general exterior and on-site improvement to structures and/or eliminate slum and blighting influences within the CRA. The intent of the program is to encourage property owners to restore, renovate or improve existing buildings and/or property, thereby reducing potential health and safety problems and improving the area's physical characteristics as well as enhancing the visual quality and attractiveness of the environment, leading to increased property values.

Grantor

Funding will be provided based on the submission of a grant application by the Homeowner Association for the subject property. The grants will be awarded based on the merit of the submitted application as determined by the NLCRA Board, only after all qualifications have been met and until all funds have been awarded.

Property and Funding Limitation

The property must be located within the CRA District. The property must be an existing multi-family (townhouse or condominium) housing development with an established homeowners association, where its members pay association dues, and is an association that is registered with the State of Florida and Miami-Dade County.

Funding

After all requirements have been met, funding will be provided according to the following schedule: Multifamily Development Site General Improvements - \$45,000 or any other amount allocated by the NLCRA for this program..

Eligibility:

The MFRIP applies to multi-family residential properties within the CRA district.

The program funding shall apply to the following:

1. Improvements making a property suitable for residential occupancy;
2. Applicants representing Homeowners Association for a multi-family residential development.

Eligible Improvements:

1. Street Drainage improvements that address water flow problems that hamper the health and safety of the residents in the development.
2. Other street improvements that are not directly related to street reconstruction such as street signage and lighting;
3. Addition and/or replacement of awnings/doors/windows;
4. Façade improvements, such as entrance ways, windows, painting or exterior lighting, roof repairs;
5. Overall replacement of architectural elements, which have structural problems;
6. Repairs or alterations designed to enhance the property;
7. Other activities that are limited to the correction of code violations if cited prior to application;
8. Professional design and engineering services related to structural renovation, new construction, street signage and landscaping;

Ineligible Improvements:

1. Physical or visual removal of architecturally important features;
2. Installation of aluminum or vinyl siding;
3. Permitting and impact fees;
4. Non-licensed contractor performed labor (limited eligibility if the owner is a duty licensed contractor);
5. Improvements constructed prior to the execution of the MFRIP funding agreement;
6. Refinancing existing debt.

Criteria for Project Selection

Apart from the criteria and guidelines required by a lending institution, the CRA will assess an application consistent with the following criteria:

1. Project viability and comprehensiveness;
2. Impact of project on CRA area;
3. Significant improvement to the health and safety of the residents within the project specific area;
4. Significant improvement to the exterior visual appearance of the building and surrounding area. (i.e. (a) size; (b) location; (c) current condition of building);
5. Cost/Benefits – relationship between the estimated cost of a project and the benefits gained;
6. Applicant contribution and the level of investment being made:
 - a. Relationship between the estimated cost of the project and the amount the applicant is willing to contribute;
 - b. Contributions – cash, subsidizing a particular part of the work, or prior documented improvements financed by the applicant in the preceding twelve month period;
7. Project Readiness – ability of project to move forward in a timely manner.

Additional Conditions for Funding Consideration:

1. Building must be within the boundary of the Naranja Lakes CRA district.
2. Applicants must demonstrate that all necessary private financing required to complete the project is secured.
3. Applicants must have received CRA Board approval prior to commencement of the construction.
4. All necessary permits and approval must be obtained from the required Miami-Dade County Departments (i.e. Planning & Zoning, Public Works, Building and DERM) before work is commenced. All work is to be performed and inspected to the satisfaction of Miami-Dade County.
5. All funds are released on a post completion basis unless otherwise arranged.
6. When applicable, an environmental review must be performed and approval received from Miami-Dade County Department of Environmental Resource Management (DERM).
7. A licensed contractor must perform the work.

Application Procedure

An application for funding can be obtained from the Community Redevelopment Office of Miami-Dade County.

Pre-Application Meeting:

CRA staff will review the applicant's conceptual plans in an informal format, including discussion of the eligibility criteria, program requirements, proposed project scheduling, and consistency of the proposal with any design guidelines of the CRA Plan. At this stage, staff will make a determination as to whether the merits of the proposed project is likely to qualify to receive program funds and whether the applicant is sufficiently prepared to move on to the application stage.

Required Submissions:

1. Color photographs and map of existing site and /or development.
2. Preliminary plans or conceptual drawings of proposed construction, (including interior / exterior work, if involved).
3. Detailed description of materials to be used and the construction procedure.
4. A cost estimate from qualified contractors (labor and materials for entire project). If the owner / tenant is a licensed contractor and is qualified to do the work, the owner will still be required to obtain an additional cost estimates from an appropriately qualified contractors. The cost estimates will be reviewed by the CRA Staff or Miami-Dade County Staff.
5. Written Statement of Justification.
6. Documentation from applicant indicating any other funding and/or application for funding from any other grant sources.

Application:

A Homeowners Association interested in participating in the MFRIP must submit an application, along with supporting documents, to the Community Redevelopment Office of Miami-Dade County at 111 NW 1 Street, Suite 2210, Miami, FL 33128.

Applications will be reviewed for completeness and compliance with program criteria. Applications which are incomplete or do not comply with the program criteria will not be considered for funding.

It is recommended that applicants retain the services of a registered engineer and / or similarly qualified design professional to prepare plans, drawings and construction specifications for their entire project as needed for the application. However, only fees for services provided by a registered engineer will be eligible to be counted towards the owner's program.

The CRA will not be responsible in any manner for the selection of a contractor. The Homeowners Association should pursue all activities necessary to determine contractor qualifications, quality of workmanship, and reputation. The Homeowners Association will bear full responsibility for reviewing the competence and abilities of prospective contractors and secure proof of their licensing and insurance coverage. The property or business owner must obtain written price proposals, from no less than three (3) contractors, based on the project's final plans and specifications.

Required Submissions:

1. Completed application form;
2. Legal description and / or survey of property;
3. Homeowners Association incorporation documents and state licenses;
4. Financial Reports of the Homeowners Association for the previous two years
5. Proof of property insurance;
6. If applicable site plan with elevations, showing proposed improvements, drawn to scale;
7. If applicable construction plan with materials, schedule and dimensions;
8. Landscape and irrigation plan if applicable;
9. Final cost estimates, broken down between exterior and interior project components, and the name of the licensed contractor chosen to perform the work;
10. Signage specifications if applicable.

Program Participation:

The amount of funding will be based on the final design and construction estimates included in the project's application. For this reason, applicants are required to have qualified estimators prepare their estimates. CRA staff will schedule a closing at which time the funding agreement will be executed. Unless otherwise approved by the CRA Board, projects will receive program funding on a post-completion basis. When program grant funds are used in conjunction with a commercial bank loan, payment may be coordinated with the participation bank's draw schedule. The contractor will certify, and the CRA will make the final determination as to whether the project has been completed according to the approved plans. Projects determined to be eligible will be funded as approved and contracted, subject to the availability of program funding..

Construction Start:

After the funding agreement has been executed, the applicant may award the construction contract and secure all necessary construction permits. The owner must issue a "Notice to Proceed" to the contractor, and apply for a building permit within 30-days of executing the funding agreement. The applicant will notify the Miami-Dade County Community Redevelopment Office, Executive Director of the construction start date by copy of the written "Notice to Proceed" to be provided to the contractor. Construction must begin within thirty (30) days of grant approval and be completed within twelve (12) months (or sooner as may be prescribed). Selected applicants will be required to attend a pre-award conference.

Modifications to the approved final plans or changes to the construction documents which produce visible differences in the previously approved site plans will require review and approval by CRA staff and/or Board. Failure to receive such approval shall invalidate the funding agreement and the agreement will be deemed terminated.

Construction Approval and Billing:

Improvements to be made under this program must be initiated and completed within a maximum of twelve (12) months. Extensions may be granted at the discretion of the Executive Director of the Community Redevelopment Office, contingent upon the applicant demonstrating just cause for such extension.

Disbursements:

Approved projects will receive program funding on a post-completion basis. The County's Community Redevelopment Office will make the final determination as to when the project is complete. Applicants must provide verification, satisfactory to the County, of all project costs, including contractor invoices before program funds can be disbursed.

Funds will be disbursed by a check payable to the applicant upon certification of completion and the CRA Consultants and/or County staff verification that the work was completed as proposed in a satisfactory and professional manner. Funds will not be disbursed on projects which are not in accordance with the approved plans.

APPLICATION PROCESS SUMMARY:

1. Submit a complete application to the Miami-Dade County Community Redevelopment Office;
2. Application will be reviewed for completeness, accuracy and eligibility;
3. Grant applications will be reviewed by CRA staff and a recommendation will be brought forward to the CRA Board;
4. Upon approval, the applicant will be notified in writing of the amount of the award and the documentation that must be provided before funds are released.
5. A copy of the completion and/or written notice of occupancy must be provided to the Community Redevelopment Office of the CRA before funds are released, unless otherwise arranged.

The CRA expressly reserves the right to reject any or all applications or to request additional information from any and/or all applicants. The CRA retains the right to display and advertise properties that received MFRIP funds. Questions on how to complete the application form or the appropriateness of a proposed project should be directed to the Community Redevelopment Office of Miami-Dade County at (305) 375-4608.

Multi-Family Residential Improvements Program
(MFRIP) Application

Applicant (Name): _____

Name of Property to be renovated: _____

Address: _____

Phone #: () _____ Fax #: () _____ Cell phone #: () _____

E-Mail Address: _____@_____

Are you the Property Owner, Homeowners Association or Both? _____

Name of Property Owner: _____

Contact Information of Homeowners Association:

Address: _____

Phone #: () _____ Fax #: () _____ Cell phone #: () _____

E-Mail Address: _____@_____

Description and type of Improvement(s) Planned:

Incentive Amount Requested: \$ _____

Total Cost of Project: \$ _____

List of Attachments with this applications:

1. _____
2. _____
3. _____
4. _____
5. _____
6.

I hereby submit the attached plans, specification and color samples for the proposed project and understand that these must be approved by the Naranja Lakes Community Redevelopment Agency (CRA). No work shall begin until I have received written approval from the CRA. I further understand that unless otherwise approved by the CRA Board, funding will not be paid until the project is complete.

Signature of Applicant

Date

Print Name



**COMMUNITY REDEVELOPMENT AGENCY
MULTI-FAMILY RESIDENTIAL
IMPROVEMENTS PROGRAM
(MFRIP)**

Purpose

This program is intended to address health and safety problems that arise due to the physical deterioration of some of the housing developments in the Naranja Lakes Community Redevelopment Area. The Multi-Family Residential Improvement Program (MFRIP) is intended to provide for the use of tax increment funds to leverage private investment for general exterior and on-site improvement to structures and/or eliminate slum and blighting influences within the CRA. The intent of the program is to encourage property owners to restore, renovate or improve existing buildings and/or property, thereby reducing potential health and safety problems and improving the area's physical characteristics as well as enhancing the visual quality and attractiveness of the environment, leading to increased property values.

Grantor

Funding will be provided based on the submission of a grant application by the Homeowner Association for the subject property. The grants will be awarded based on the merit of the submitted application as determined by the NLCRA Board, only after all qualifications have been met and until all funds have been awarded.

Property and Funding Limitation

The property must be located within the CRA District. The property must be an existing multi-family (townhouse or condominium) housing development with an established homeowners association, where its members pay association dues, and is an association that is registered with the State of Florida and Miami-Dade County.

Funding

After all requirements have been met, funding will be provided according to the following schedule: Multifamily Development Site General Improvements - \$45,000 or any other amount allocated by the NLCRA for this program..

Eligibility:

The MFRIP applies to multi-family residential properties within the CRA district.

The program funding shall apply to the following:

1. Improvements making a property suitable for residential occupancy;
2. Applicants representing Homeowners Association for a multi-family residential development.

Eligible Improvements:

1. Street Drainage improvements that address water flow problems that hamper the health and safety of the residents in the development.
2. Other street improvements that are not directly related to street reconstruction such as street signage and lighting;
3. Addition and/or replacement of awnings/doors/windows;
4. Façade improvements, such as entrance ways, windows, painting or exterior lighting, roof repairs;
5. Overall replacement of architectural elements, which have structural problems;
6. Repairs or alterations designed to enhance the property;
7. Other activities that are limited to the correction of code violations if cited prior to application;
8. Professional design and engineering services related to structural renovation, new construction, street signage and landscaping;

Ineligible Improvements:

1. Physical or visual removal of architecturally important features;
2. Installation of aluminum or vinyl siding;
3. Permitting and impact fees;
4. Non-licensed contractor performed labor (limited eligibility if the owner is a duty licensed contractor);
5. Improvements constructed prior to the execution of the MFRIP funding agreement;
6. Refinancing existing debt.

Criteria for Project Selection

Apart from the criteria and guidelines required by a lending institution, the CRA will assess an application consistent with the following criteria:

1. Project viability and comprehensiveness;
2. Impact of project on CRA area;
3. Significant improvement to the health and safety of the residents within the project specific area;
4. Significant improvement to the exterior visual appearance of the building and surrounding area. (i.e. (a) size; (b) location; (c) current condition of building);
5. Cost/Benefits – relationship between the estimated cost of a project and the benefits gained;
6. Applicant contribution and the level of investment being made:
 - a. Relationship between the estimated cost of the project and the amount the applicant is willing to contribute;
 - b. Contributions – cash, subsidizing a particular part of the work, or prior documented improvements financed by the applicant in the preceding twelve month period;
7. Project Readiness – ability of project to move forward in a timely manner.

Additional Conditions for Funding Consideration:

1. Building must be within the boundary of the Naranja Lakes CRA district.
2. Applicants must demonstrate that all necessary private financing required to complete the project is secured.
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Address: _____

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Are you the Property Owner, Homeowners Association or Both? _____

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Contact Information of Homeowners Association:

Address: _____

Phone #: () _____ Fax #: () _____ Cell phone #: () _____

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Description and type of Improvement(s) Planned:

Incentive Amount Requested: \$ _____

Total Cost of Project: \$ _____

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Signature of Applicant

Date

Print Name

Resolution No. 2006-03

RESOLUTION OF THE NARANJA LAKES COMMUNITY REDEVELOPMENT AGENCY ALLOCATING \$_____ ON AN EMERGENCY BASIS TO THE SEA PINES HOMEOWNERS ASSOCIATION CORPORATION, FOR THE PURPOSE OF DRAINAGE IMPROVEMENTS THAT WILL REDUCE THE POTENTIAL FOR HEALTH AND SAFETY PROBLEMS FOR THE RESIDENTS OF THIS NARANJA LAKES CRA COMMUNITY.

WHEREAS, Miami-Dade County ("County"), and the Naranja Lakes Community Redevelopment Agency ("CRA"), adopted the Naranja Lakes Redevelopment Plan ("Plan") through R-418-03; and

WHEREAS, the Plan stipulates that one of the CRA's Goals is to "...improvethe quality of life for all citizens, businesses, and property owners in the redevelopment area," and that the CRA "shall undertake annual continuous improvement programs and other activities that are designed to prevent the recurrence and spread of negative conditions"; and

WHEREAS, the Sea Pines Homeowners Association requested assistance from the CRA Board for drainage improvements at the Board's meeting on January 23rd, 2006; and

WHEREAS, the CRA Board ("Board") directed staff to work with the Sea Pines Homeowners Association to evaluate the drainage infrastructure needs of the Sea Pines community and whereas a written was presented and an oral report was given at the February 13 meeting of the Board ; and

WHEREAS, at the Board's meeting on March 20, 2006 it was further reviewed and demonstrated that there existed serious flooding and drainage issues related to the infrastructure at Sea Pines that need to be addressed on an expedited basis due to the approaching of the next hurricane season, and the Sea Pines Homeowners Association had limitations in its ability to raise and collect further fees and assessments to pay for immediate improvements;

WHEREAS, it is the Board's desire to address the health and safety issues that affect residents and visitors to the Sea Pines neighborhood of the Redevelopment Area;

WHEREAS, the Board desires that County Staff work with Ritsema Consulting Inc, which firm is already retained on an hourly rate basis, to negotiate an agreement with reasonable controls and assurances to implement needed improvements, and further desires County Staff to report back to the Board on this matter;

NLCRA 04/17/06
EXHIBIT

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE NARANJA LAKES COMMUNITY REDEVELOPMENT AGENCY AS FOLLOWS:

Section 1. The Board finds that the needs of the Sea Pines Homeowners Association warrant the emergency allocation of funds for drainage improvements.

Section 2. The Board affirms the availability of funds from its approved budget for Fiscal Year 2005-2006, for a residential grants program, and allocates \$ _____ to the Sea Pines Homeowners Association for the sole purpose of storm water drainage improvements on the site that will protect the health, safety and welfare of its residents.

Section 3. The Board authorizes County Staff and Ritsema Consulting, Inc. to negotiate terms of an agreement with Sea Pines Homeowners Association and bring such agreement back to the Board for approval.

Section 4. This Resolution shall be effective immediately upon adoption.

Motion to adopt by _____, seconded by _____.

Final Vote at Adoption:

Chairperson, "Nina" Betancourt
Commissioner Stuart Archer
Commissioner Kenneth Forbes
Commissioner Rene Infante
Commissioner Daniel Lipe
Commissioner Parsuram Ramkissoon

PASSED and ADOPTED this 17th day of April 2006.

GAIL "NINA" BETANCOURT
CHAIRPERSON

ATTEST:

_____, Board Member

APPROVED AS TO LEGAL SUFFICIENCY _____, Assistant County Attorney