



MEMORANDUM

Agenda Item No. 8(L)(1)(C)

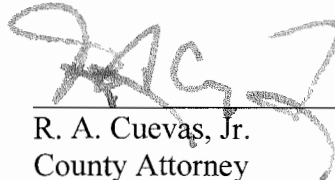
TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: July 7, 2011

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Resolution approving the budget for Fiscal Years 2009-10 and 2010-11 for the Southeast Overtown/Park West Community Redevelopment Agency and consenting to the use tax increment funding by the City of Miami and the Southeast Overtown/Park West Community Redevelopment Agency to fund the Camillus House Project in an amount not to exceed \$10 million

The accompanying resolution was prepared by the Office of Strategic Business Management and placed on the agenda at the request of Prime Sponsor Vice Chairwoman Audrey M. Edmonson.



R. A. Cuevas, Jr.
County Attorney

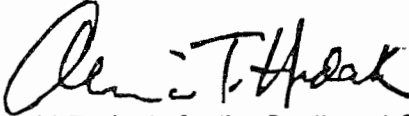
RAC/cp

Memorandum



Date: July 7, 2011

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: Alina T. Hudak
County Manager 

Subject: FY 2009-10 and FY 2010-11 Budgets for the Southeast Overtown / Park West
Community Redevelopment Agency

Recommendation

It is recommended that the Board of County Commissioners (BCC) adopt the attached resolution approving the Southeast Overtown Park West Community Redevelopment Agency's (CRA's) FY 2009-10 and FY 2010-11 budgets for the Southeast Overtown Park West Community Redevelopment Area (Area). The CRA's budget includes revenues and expenditures of \$27,321,927 for FY 2009-10 and \$29,577,142 for FY 2010-11. It is also recommended that the BCC consent to the City of Miami and the CRA's use of tax increment finance funding for the Camillus House Project in an amount not to exceed \$10 million.

Scope of Agenda Item

This resolution provides the appropriation of tax increment funds derived from the Area. The Area lies within County Commission Districts 3 and 5.

Fiscal Impact / Funding Source

The CRA's main revenue source is generated through the incremental growth of ad valorem revenues beyond an established base year, Tax Increment Financing (TIF), as defined in Section 163.387 of Florida State Statutes. County tax increment revenue in FY 2009-10 totaled \$3,955,532 and \$4,865,405 in FY 2010-11.

The County will continue to make annual payments to the CRA, based on each respective year's growth of ad valorem revenues over the base year. These payments will be made through March 31, 2030, when the CRA will sunset.

Track Record / Monitor

This resolution does not provide for contracting with any specific entity. The resolution approves the CRA's FY 2009-10 and FY 2010-11 budgets.

Background

On January 20, 1981, the BCC approved the establishment of the CRA when it declared the Area to be slum and blighted pursuant to Resolution R-39-81. The BCC approved the CRA's Community Redevelopment Plan (Plan) pursuant to Resolution R-1677-82 and funded the Plan when it enacted Ordinance No. 82-115 (Trust Fund). An Interlocal Agreement by and among Miami-Dade County, the City of Miami, and the CRA was approved by the BCC on March 31, 1983, requiring the CRA to submit an annual budget for County approval. On July 21, 2009, the BCC approved amendments to the CRA Finding of Necessity and Plan to expand the area and extend the life of the CRA until March 31, 2030.

FY 2009-10 Budget

It is recommended that the BCC approve the CRA's FY 2009-10 budget of \$27,321,927 which was approved by the CRA and the City of Miami on September 27, 2010. The budget includes revenue

Honorable Chairman Joe A. Martinez
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sources of County Tax Increment Revenues (\$3,955,532), City Tax Increment Revenues (\$6,270,714), revenue from the sale of units in the Bayview Tower Apartments (\$611,846) and funds carried over from the prior year (\$16,483,835).

Administrative expenditures total \$822,384 and represent 3 percent of total budgeted expenditures, which is less than the 20 percent allowed in the Interlocal Agreement.

Operating expenditures total \$26,399,543 and include:

- Building and Construction activities in the amount of \$15,147,882 for affordable housing (\$4,605,427), available for construction in progress (\$3,115,954), the NW 14th Street Streetscape Project (\$2,600,000), streetscape projects (\$1,973,935), Gibson Park (\$1,000,000), church interior buildout (\$1,500,000), and apartment rehab (\$352,566). According to the CRA, the \$3,115,954 in construction in progress will be used for the Ramon Cortada building located at 1201 NW 3rd Avenue which is an affordable housing project.
- Children's Trust Payment in the amount of \$251,439.
- Grants and aid in the amount of \$3,505,609 for a Overtime Police Visibility Pilot Program (\$606,525), security cameras (\$500,000), rehab Masonic Lodge (\$300,000), Downtown Master Plan (\$282,970), Two Guys Restaurant (\$256,723), film and entertainment (\$250,000), New Arena Square retail business (\$226,000), hospitality institute (\$200,033), Omni Park West Redevelopment Association (\$200,000), Overtown enhancement pilot program (\$200,000), job creation (\$101,381), small business stimulus (\$76,733), Roots in the City (\$76,000), Art Basel (\$50,000), and miscellaneous other grants (\$179,244).
- Debt Service Payment in the amount of \$350,000 to the City of Miami for the construction of Gibson Park.
- Transfer of \$5,271,317 to the City of Miami, reimbursing the City for advances given to the CRA for administrative expenses.
- Contractual Services in the amount of \$1,873,296 for the preparation of the Southeast Overtown/Park West Development of Regional Impact Master Development Order (\$562,692), analysis of the Miami Worldcenter Project (\$384,953), legal services (\$265,574), available for other contractual services (\$303,328), available for landscape services (\$145,000), landscape and general maintenance (\$126,786), lobbying (\$45,075), auditing (\$25,000) and marketing consultant (\$14,888).

The budget also includes a \$100,000 reserve.

The CRA projects are budgeted on a cash basis, the projects are not started until all of the funding is in place. It is important to note that of the \$27,321,927 budget, \$16,483,835 or sixty percent is from carryover funding.

The FY 2009-10 CRA budget was presented to the BCC on October 5, 2010 and was deferred at the request of the CRA (Exhibit 1). The CRA has since amended the budget to reallocate \$5,271,317 previously budgeted for the Jazz Village Project, now being used to repay the City of Miami's general fund for administrative operating subsidies given to the CRA during the period beginning FY 2000 and ending in FY 2005. The Jazz Village Program was cancelled due to the developer's lack of funding. It is important to note that of the \$27,321,927 budget, \$16,483,835 or sixty two percent is from carryover funding.

All expenditures are detailed in Exhibit 2 to this Resolution.

Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners
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FY 2010-11 Budget

It is recommended that the BCC approve the CRA's FY 2010-11 budget of \$29,577,142 which was approved by the CRA on February 28, 2011 and the City of Miami on March 24, 2011. The budget includes revenue sources of County Tax Increment Revenues (\$4,865,405), City Tax Increment Revenues (\$6,845,971), and funds carried over from the prior year (\$17,865,766).

Administrative expenditures total \$600,000 and represent 2 percent of total budgeted expenditures, which is less than the 20 percent allowed in the Interlocal Agreement.

Operating expenditures total \$28,857,142 and include:

- Building and construction activities in the amount of \$18,984,387 for affordable and workforce housing (\$11,610,832), NW 14th Street Streetscape Project (\$2,600,000), church interior buildout (\$1,500,000), beautification and streetscape improvements (\$1,019,718), upgrading Gibson Park (\$1,000,000), Overtown 3rd Avenue Business Corridor Streetscape Project (\$901,271), apartment rehab (\$352,566). According to the CRA, the \$11,610,832 in affordable and workforce housing will be used for the Ramon Cortada building located at 1201 NW 3rd Avenue which is an affordable housing project.
- Grants and aid in the amount of \$6,947,577 for the relocation of Camillus House (\$2,000,000), job creation (\$1,209,609), Overtime Police Visibility Pilot Program (\$606,525), security cameras (\$500,000), rehab Masonic Lodge (\$300,000), Downtown Master Plan (\$282,970), Two Guys Restaurant (\$256,723), film and entertainment (\$250,000), New Arena Square retail business (\$226,000), hospitality institute (\$200,033), Omni Park West Redevelopment Association (\$200,000), Overtown enhancement pilot program (\$200,000), Camillus Construction Institute (\$233,740), arts and culture (\$100,000), small business stimulus (\$76,733), Roots in the City (\$76,000), Art Basel (\$50,000), and miscellaneous other grants (\$179,244).
- Debt Service Payments of \$1,436,854 to the City of Miami for the construction of Gibson Park. Of the \$1,436,854 budgeted for this line item, \$350,000 is for the current debt service payment. According to the CRA, the remaining \$1,086,854 is a reserve for future debt service payments.
- Contractual Services in the amount of \$1,488,324 for the preparation of the Southeast Overtown/Park West Development of Regional Impact Master Development Order (\$418,238), analysis of the Miami Worldcenter Project (\$384,953), legal services (\$193,950), available for other contractual services (\$109,132), available for landscape services (\$97,384), landscape and general maintenance (\$179,005), lobbying (\$55,109), auditing (\$32,000), marketing consultant (\$15,000) and appraisal services (\$3,553).

The budget also includes a \$120,000 reserve.

The CRA projects are budgeted on a cash basis, the projects are not started until all of the funding is in place. It is important to note that of the \$29,577,142 budget, \$17,865,766 or sixty percent is from carryover funding.

On July 21, 2009 the BCC approved amendments to the CRA Finding Of Necessity (FON) and Plan to expand the Area and extend the life of the CRA through March 31, 2030. One of the projects identified in the interlocal was the Camillus House project. The CRA is to provide funding to cover the City and County's share towards the construction of the Camillus House project that will provide housing for homeless individuals and families in a new facility, including related structures and infrastructure to be developed within the Area. On May 13, 2010, the CRA and Camillus House entered into a grant agreement to fund the City's obligation to the project. The agreement grants Camillus House \$10 million to be used for repaying the gap financing utilized for the actual construction of the project. The

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and Members, Board of County Commissioners
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\$10 million is to be paid \$2 million per year over five years. The creditors for the Camillus House loan have requested that the County acknowledge and consent to TIF funds being used for this purpose.

While the CRA has fulfilled the City's obligation to the Camillus House project, there remains an additional \$10 million gap in funding for phase two of the project. As noted above, it is the County's intention to fund its obligation to Camillus House through the use of County-wide tax increment from the CRA as noted in the attached supplement provided to the BCC on October 5, 2010.

All expenditures are detailed in Exhibit 3 to this Resolution.

The Tax Increment Financing and Coordinating Committee reviewed the CRA's budget on May 9, 2011 and unanimously recommended it for BCC approval.



Jennifer Glazer-Moon
Special Assistant/Director
Office of Strategic Business Management

Attachments

Cmo11811

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MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: July 7, 2010

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(L)(1)(C)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

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Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(L)(1)(C)
7-7-11

RESOLUTION NO. _____

RESOLUTION APPROVING THE BUDGET FOR FISCAL YEARS 2009-10 AND 2010-11 FOR THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY AND CONSENTING TO THE USE TAX INCREMENT FUNDING BY THE CITY OF MIAMI AND THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY TO FUND THE CAMILLUS HOUSE PROJECT IN AN AMOUNT NOT TO EXCEED \$10 MILLION

WHEREAS, The Interlocal Cooperation Agreement between Miami-Dade County, Florida (the “County”), the City of Miami (the “City”) and the Southeast Overtown/Park West Community Redevelopment Agency (the “Agency”), adopted April 19, 1983 by the Board of County Commissioners of Miami-Dade County, Florida (the “Board”) (R-467-83) requires that the City and Agency transmit the Agency’s adopted annual budget to the Board for approval; and

WHEREAS, this Board desires to approve the Agency’s adopted annual budgets for Fiscal Year 2009-10 and 2010-11 for the Southeast Overtown/Park West Community Redevelopment Area in the form attached hereto as Exhibits 2 and 3, which are incorporated herein by reference; and

WHEREAS, the City and the Agency have requested the County affirmatively consent to the use of tax increment finance (TIF) funding by the City and the Agency for the Camillus House Project; and

WHEREAS, on January 22, 2010, the County, City and the Agency executed an amendment to the Interlocal Cooperation Agreement (“Amendment”) to include, among other projects, funding of the Camillus House Project; and

WHEREAS, this Board has previously approved funding for the Camillus Project through the General Obligation Bond Program, Community Development Block Grant and Surtax; and

WHEREAS, in order to complete Phase I of the Camillus House Project the CRA and Camillus House have entered into a grant agreement to provide TIF funding for the Camillus Project in the amount not to exceed \$10 million; and

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WHEREAS, this Board recognizes the efforts and accomplishments of Camillus House to provide supportive services to the homeless population in Miami-Dade County; and

WHEREAS, this Board also recognizes that the Camillus House Project will be a benefit to the homeless population and residents of Miami-Dade County; and

WHEREAS, this Board desires to accomplish the purpose outlined in the accompanying memorandum, a copy of which is incorporated herein by this reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The matters contained in the foregoing recitals are incorporated in this resolution by reference.

Section 2. This Board approves the Agency's adopted budgets for Fiscal Years 2009-10 and 2010-11 related to the Southeast Overtown / Park West Community Redevelopment Area in substantially the form attached hereto as Exhibits 2 and 3.

Section 3. This Board consents to the City and Agency's use of TIF funding for the Camillus House Project in an amount not to exceed \$10 million to be disbursed in \$2 Million increments over a five (5) year period.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Bruno A. Barreiro	Lynda Bell
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

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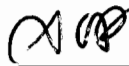
The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of July, 2011. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Terrence A. Smith

**Southeast Overtown Parkwest Community Redevelopment Agency
Special Revenue - FY 2010 Budget**

	FY 2005		FY 2006		FY 2007		FY 2008		FY 2009		FY 2010	
	Adopted Budget	Amended F/S	Adopted Budget	Amended F/S	Adopted Budget	Amended F/S	Adopted Budget	Amended F/S	Adopted Budget	Amended F/S	Adopted Budget	Amended Budget
Special Revenue - Rental Income	3,000	3,023										
Special Revenue - Children Trust Fund	8,000											
Special Revenue - Children Trust Fund	2,500,000		4,100,000		6,373,475		11,804,141		12,571,480		251,488	16,483,835
Special Revenue - City Tax Increment Revenue	1,627,949	1,627,949	2,495,565	2,495,546	2,495,546	2,495,546	3,568,807	3,568,807	4,309,075	4,309,075	4,309,075	6,270,714
Special Revenue - County Tax Increment Revenue	1,986,954	1,986,948	1,714,153	2,410,480	2,410,480	2,223,137	2,228,137	2,228,137	2,705,222	2,705,222	2,705,222	3,595,552
Special Revenue - Interest Inv-Other Revenue	26,500	67,622	11,500	11,500	11,500	600,351	11,500	529,089			235,532	
Reserve for Payment of Grand Central Loan									1,400,000	1,400,000		
Special Revenue - Property Sale/Other	10,462,460	500,000			2,100,000	2,504,299	530,408	1,128,764			738,468	611,846
Revenue Total	\$15,826,884	\$9,339,485	\$8,821,319	\$4,440,091	\$14,091,351	\$8,511,026	\$18,142,493	\$7,670,061	\$20,986,387	\$9,614,316	\$27,321,927	
Expenditures												
Capital Expenses/Grants - Special Revenue Fund												
Contractual Services	1,076,517	538,599	1,085,473	346,511	1,316,811	921,501			1,850,225		676,329	1,873,296
Books/Publications/Memberships												
Land/Building Acquisitions												
Building Construction & Other Related Exp	3,412,427	784,523	4,946,895	681,187		888,025		6,372,445	19,466,176		1,603,899	20,419,199
Due to The Children Trust Fund									215,813		215,813	251,489
Advance on Debt Service Bond Series 1990												
Grants and Aids	309,269	149,426	1,104,333	816,299	2,594,935	892,795	3,518,213	699,802	5,186,580	2,064,159	3,505,609	3,505,609
Debt Service Payments			350,000	350,000	350,000	350,000			350,000			350,000
Interest Expense			80,000	57,475	60,000	86,611	60,000	48,078	61,289		47,948	
Transfer into General Operating	\$17,195		196,614	196,614	700,000	900,000	700,000	930,000	756,350		\$62,377	\$22,384
(6) Subtotal Oper. Expenses	5,005,302	1,822,348	7,745,277	1,899,286	10,888,831	2,760,892	19,027,493	7,789,417	20,881,387	5,729,971	27,221,927	
(7) Unrestricted Reserve/Contingency	359,092											
(8) Reserve Contingent Land Sale	10,462,460		575,041		3,202,720				100,000			
Expenditure Total (Excl. G) - Special Revenue Fund	\$15,826,884	\$1,822,348	\$8,821,319	\$1,899,286	\$14,091,351	\$2,760,892	\$18,142,493	\$7,789,417	\$20,986,387	\$9,614,316	\$27,321,927	
Cash Position (Special Rev. Exp) (Special Revenue Fund)		4,571,017		2,540,745		5,730,183		(143,397)			3,912,345	
Fund Balance - Beginning (Audit) - Special Revenue		2,622,862		4,393,869		6,934,714		12,684,847			12,671,490	
Auditor Fund Balance - Finding - Special Revenue		\$4,499,969		\$6,954,714		\$12,674,460		\$16,483,835			\$16,483,835	

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Community Redevelopment Agency
 South East Overtown Park West Tax Increment Fund
 Fiscal Year 2010

SEOPW SPECIAL REVENUE FUND BUDGET	FY 2009 Approved Amended Budget - SEOPW Special Revenue	FY 2010 Approved Budget - SEOPW Special Revenue	FY 2010 Proposed Amended Budget - SEOPW Special Revenue
Revenues			
ADVALOREM TAXES - CITY OF MIAMI	4,309,075	4,309,075	6,270,714
ADVALOREM TAXES - MIAMI DADE COUNT	2,705,822	2,705,822	3,955,532
MISC - INTEREST			
MISC - NET INCREASE IN FAIR VALUE			
INTERFUND TRANSFER - (Reserve for payment of Grand Central Loan - \$1.75 million - due in 2008)	1,400,000		
CARRYOVER FUND BALANCE	12,571,490	17,513,840	16,483,835
OTHER NON-OPERATING			611,846
TOTAL REVENUES	\$20,986,387	\$24,528,737	\$27,321,927
Expenditures			
ACCOUNTING AND AUDIT	33,000	35,000	25,000
PROFESSIONAL SERVICES - LEGAL	200,000	296,069	265,574
PROFESSIONAL SERVICES - OTHER	1,506,800	1,324,050	1,152,608
OTHER CONTRACTUAL SERVICES	110,429	234,907	430,114
CONSTRUCTION IN PROGRESS	12,466,176	16,883,837	20,419,199
OTHER GRANTS AND AIDS	5,186,680	4,669,934	3,505,609
INTERFUND TRANSFER (Debt Service)	411,239	50,000	350,000
INTERFUND TRANSFER (Administration)	756,350	683,501	822,384
OTHER CURRENT CHARGES AND OBLIG	215,813	251,439	251,439
BUDGET RESERVE	100,000	100,000	100,000
TOTAL EXPENDITURES	\$20,986,387	\$24,528,737	\$27,321,927
REVENUE LESS EXPENDITURES	-	-	-

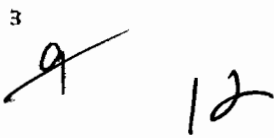
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Southeast Overtown Parkwest CRA - Special Revenue Budget
 County Category Cross Reference with CRA FY 2010 Budget

COUNTY CATEGORIES		CRA BUDGET	
FY 2009 AUDITED FUND BALANCE		16,483,835	
TIF REVENUES - CITY OF MIAMI		6,270,714	
TIF REVENUES - MIAMI DADE COUNTY		3,955,532	
SPECIAL REVENUE-PROPERTY SALE/OTHER		611,846	
TOTAL		<u>\$27,321,927</u>	
OPERATING EXPENDITURES			
Contractual Services	1,873,296	Accounting and Audit	25,000
		Professional Services - Legal	265,574
		Professional Services - Other	1,152,608
		Other Contractual Services	430,114
		Total Contractual Services	<u>1,873,296</u>
Building Construction	20,419,199	Construction In Progress	20,419,199
Grants and Aids	3,505,609	Other Grants and Aids	3,505,609
Due to The Children Trust Fund	251,439	Other Current Charges and Oblig	251,439
Pymnt of Principal/Interest- Bond Series 1990	350,000	Interfund Transfer	350,000
Transfer Into General Operating	822,384	Interfund Transfer	822,384
Budget Reserve	100,000	Budget Reserve	100,000
	<u>\$27,321,927</u>		<u>\$27,321,927</u>

Budget Surplus/(Deficit)

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**COUNTY CATEGORIES DETAILS
CRA FY 2010 BUDGET**

Operating Expenditures - SEOPW CRA

Contractual Services		\$ 1,873,296	
		Funding Source	
		FY 2009	FY 2010
		Carryover	TIF Revenue
<i>Professional services - (Legal)</i>	265,574		
To include the cost associated to Holland Knight LLP, for legal services related to SEOPW CRA general services.		65,574	200,000
<i>FY 2010 External Audit</i>	25,000	25,000	
<i>Professional services - (Other)</i>	1,152,608		
To include the cost associated to several consultants for services related to SEOPW CRA.			
Doug Bruce & Associates - Lobbyist (FY 2010)		21,075	
Marketing Consultant - Creative Ideas Advertising, Inc.		14,888	
Akerman Senterfitt - Lobbyist (FY 2010)		24,000	
Curtis Group for Implementation of Increment III of the CRA's Master Development Order		947,645	
<i>Contingency</i>		145,000	
<i>Other Contractual Services</i>	430,114		
Under Power Corp. - Annual Street Light Agreement		84,206	
Landscape Maintenance		65,586	
City of Miami Public Work		40,000	
9th Street Pedestrian Mall -			
<i>Contingency</i>		240,322	
Building, Construction and Other Redev. Expenditures		\$ 20,419,200	
		Funding Source	
		FY 2009	FY 2010
		Carryover	TIF Revenue
Affordable / Workforce Housing	<i>Page 6</i> 11,340,136	6,106,896	5,233,240
Infrastructure	<i>Page 7</i> 7,945,585	4,030,585	3,915,000
Parks and Open Spaces	<i>Page 8</i> 1,133,479	1,133,479	-

**COUNTY CATEGORIES DETAILS
CRA FY 2010 BUDGET**

Operating Expenditures - SEOPW CRA

Due to the Children Trust Fund			\$ 251,439	
			Funding Source	
			FY 2009	FY 2010
			Carryover	TIF Revenue
			251,439	
Grants and Aids			\$ 3,505,609	
			Funding Source	
			FY 2009	FY 2010
			Carryover	TIF Revenue
Job Creation / Economic Development	<i>Page 9-10</i>	1,727,780	1,347,500	380,280
Arts and Culture	<i>Page 11</i>	197,500	162,500	35,000
Quality of Life	<i>Page 12-13</i>	1,580,329	1,296,329	284,000
Advance of Debt Service Bond Series 1990 / Interest Exp.			\$ 350,000	
			Funding Source	
			FY 2009	FY 2010
			Carryover	TIF Revenue
Payment of Principal and Interest related to Community Redevelopment Revenue Bonds Series 1990.				350,000
Transfer into General Operating			\$ 822,384	
			Funding Source	
			FY 2009	FY 2010
			Carryover	TIF Revenue
To include TIF share to be allocated for FY 2010 administrative expenses.			381,812	440,572
Budget Reserve			\$ 100,000	
			Funding Source	
			FY 2009	FY 2010
			Carryover	TIF Revenue
			100,000	
			\$ 16,483,836	\$ 10,838,092

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Affordable / Workforce Housing

Description	R/ NR	Amount Budgeted	Amount Expended	Remaining Balance	Funding Source	
					Carryover Fund Balance Prior to FY 2009	TIF Revenue FY 2010
Projects In Progress						
1 Jint Holdings (24 unit rehab)	R	475,000	454,521	20,479	20,479	
2 Jint Holding (9 unit rehab)	R	165,000	159,084	5,916	5,916	
3 Jint Holding (33 unit rehab)	R	620,000	228,556	391,444	391,444	
4 St John Apts (Roof)	R	120,000	93,686	26,314	26,314	
5 St John Apts (Interiors)	R	400,000	193,682	206,318	206,318	
6 Purchase of Land - 300 N.W. 11th Street	NR	300,000		300,000	300,000	
7 Purchase of Land (\$2 million)	R	156,088		156,088	156,088	
8 Purchase of Building located 1201-1221 NW 3rd Ave	R	561,506	561,506			
9 Jazz Village Development Project (Total Budget Amount \$6 million)	R	2,967,406	967,406	2,000,000	2,000,000	
10 Jazz Village Development Project - Additional Funds	NR	3,000,000		3,000,000		3,000,000
11 DEV-CON Urban Partners & Affordable, LLC (Total Budget Amount \$3 million)	R	1,400,000		1,400,000	1,400,000	
12 Renovation of Town Park Village (\$2 million) Phase I	NR	TBD		TBD		TBD
13 Available for other affordable / workforce housing projects	NR	4,433,607		4,433,607	2,200,337	2,233,240
Subtotal		14,598,607	2,658,441	11,940,166	6,706,896	5,233,240
					6,706,896	5,233,240

Total Budget Amount

\$ 11,940,136

R- CRA resolution passed and adopted

NR- CRA resolution has not been passed and adopted

TBD - To be discussed

Infrastructure

Description	R/ NR	Amount Budgeted	Amount Expended	Remaining Balance	Funding Source	
					Carryover Fund Balance Prior to FY 2009	TIF Revenue FY 2010
Projects In Progress						
1 Overtown 3rd Avenue Business Corridor Streetscape Project. The encumbrance for sidewalks in the amount of \$850,000 has been included for the conclusion of this project	R	5,200,000	4,649,178	550,822	550,822	
2 Ward Rooming House - Interior Build Out	R	450,000	255,547	194,453	194,453	
3 St. John Community Development Façade Improvements	R	252,000	232,895	19,105	19,105	
4 Historic Buildings Project - Rehab Masonic Lodge	NR	300,000		300,000	300,000	
5 9th Street Pedestrian Mall	R	600,000		600,000	600,000	
6 NW 2nd Avenue Roadway Improvements	R	1,800,000	165,297	1,634,703	1,634,703	
7 NW 14th Streetscape Improvements (Florida East Coast Railway Tracks West to NW 7th Ave)	NR	4,000,000		4,000,000	85,000	3,915,000
8 Demolition and removal of the buildings at 163 NW 11th and 1020-1024 NW 2nd	R	46,502		46,502	46,502	
9 Frederick Douglas Elementary School	NR	TBD		TBD		TBD
10 Comillus House - Relocation and Construction (\$10m for over 5 years/FY 2011-FY 2016)	R	TBB		TBB		TBB
Subtotal		12,648,502	5,302,917	7,345,585	3,430,585	3,915,000
					3,430,585	3,915,000

Total Budget Amount

- R- CRA resolution passed and adopted
- NR- CRA resolution has not been passed and adopted
- TBD - To be discussed
- TBB- To be budgeted in next budget year

\$ 7,345,585

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Parks and Open Spaces

Description	R/ NR	Amount Budgeted	Amount Expended	Remaining Balance	Funding Source	
					Carryover Fund Balance Prior to FY 2009	TIF Revenue FY 2010
Projects In Progress						
1 Gibson Park	R	1,000,000		1,000,000	1,000,000	
2 Gibson Park - Sunshine State Loan/Principal Amount - \$8 million/Variable Interest/Loan Term FY 2010- FY 2016	R	133,479		133,479	133,479	
2.1 FY 2011 Loan Payment - \$240,000	R	TBB		TBB		TBB
2.2 FY 2012 Loan Payment - \$1,048,470.59	R	TBB		TBB		TBB
2.3 FY 2013 Loan Payment - \$1,783,745.88	R	TBB		TBB		TBB
2.4 FY 2014 Loan Payment - \$1,771,143.53	R	TBB		TBB		TBB
2.5 FY 2015 Loan Payment - \$2,139,520.00	R	TBB		TBB		TBB
2.6 FY 2016 Loan Payment - \$1,983,409.42	R	TBB		TBB		TBB
<i>Subtotal</i>		1,133,479	-	1,133,479	1,133,479	
					1,133,479	

Total Budget Amount

\$ 1,133,479

R- CRA resolution passed and adopted

NR- CRA resolution has not been passed and adopted

TBB- To be budgeted in next budget year

Job Creation / Economic Development

Description	R/ NR	Amount Budgeted	Amount Expended	Remaining Balance	Funding Source	
					Carryover Fund Balance Prior to FY 2009	TIF Revenue FY 2010
Projects in Progress						
1 DMP Façade Program	NR	200,000		200,000	200,000	
2 DMP Wraparound Building Re- hap Program	R	381,250	266,093	115,157	115,157	
3 DMP Wraparound Building Re- hap Program - Additional Funds	NR	325,000		325,000	325,000	
4 The Women's Alliance - Chapter 2 - ending 12/2010	NR	25,000		25,000		25,000
5 Hospitality Institute along with VETS Employment Services - ending 12/2008	R	100,000	80,491	19,509	19,509	
6 Hospitality Institute along with Miami Dade Community College - ending 12/2009	R	100,000	15,655	84,345	84,345	
7 Training to restaurants sponsored by Miami Dade Community College	R	25,000	9,103	15,897	15,897	
8 Hospitality Institute along with Miami Dade Community College - ending 12/2010	NR	250,000		250,000		250,000
9 Two Guys Restaurant	R	260,000		260,000	260,000	
10 New Arena Square Retail Business	R	240,000	152,714	87,286	87,286	
11 New Arena Square Retail Business - 3 additional bays	R	130,000		130,000	130,000	
12 Roots in the City - Grant ending 12/2008	R	100,000	96,256	3,744	3,744	
13 Roots in the City - Grant ending 12/2009	R	100,000	79,518	20,482	20,482	
14 Roots in the City - Grant ending 12/2009-Winn Dixie	R	10,000	4,500	5,500	5,500	
15 Roots in the City - Grant ending 12/2010	NR	100,000		100,000		100,000

16	Neighbors Ass to provide technical assist and business development program.	R	10,000	10,000	-		
17	Small Business Economic Stimulus	R	50,000	14,141	35,859	35,859	
18	Available for Open Marketplace - 9th Street Mall	R	50,000		50,000	44,721	5,280
	<i>Subtotal</i>		<i>2,456,250</i>	<i>728,471</i>	<i>1,727,779</i>	<i>1,347,500</i>	<i>380,280</i>
						<i>1,347,500</i>	<i>380,280</i>

Total Budget Amount

\$ 1,727,780

R- CRA resolution passed and adopted

NR- CRA resolution has not been passed and adopted

Arts and Culture

Description	R/ NR	Amount Budgeted	Amount Expended	Remaining Balance	Funding Source	
					Carryover Fund Balance Prior to FY 2009	TIF Revenue FY 2010
Projects In Progress						
1 Historic/Technical Services	NR	100,000		100,000	100,000	
2 Art Basel Events	NR	35,000		35,000		35,000
3 Junkanoo Festival Gibson Park	R	10,000	10,000	-		
4 Youth Unite for Peace Festival	R	10,000	10,000	-		
5 Shop, Dine and Explore Marketing Campaign	NR	62,500		62,500	62,500	
Subtotal		217,500	20,000	197,500	162,500	35,000
					162,500	35,000

Total Budget Amount

\$ 197,500

R- CRA resolution passed and adopted

NR- CRA resolution has not been passed and adopted

Quality of Life

Description	R/ NR	Amount Budgeted	Amount Expended	Remaining Balance	Funding Source	
					Carryover Fund Balance Prior to FY 2009	TIF Revenue FY 2010
Projects In Progress						
1 Security Cameras	R	500,000		500,000	500,000	
2 Overtime Police Visibility Pilot Program I	R	202,304	202,304	-	-	
3 Overtime Police Visibility Pilot Program II	R	284,000		284,000	284,000	
4 Overtime Police Visibility Pilot Program III	NR	284,000		284,000		284,000
5 Underpower - Street Light Maintenance FY 2009	R	40,000	30,868	9,132	9,132	
6 Underpower - Street Light Maintenance May 2009-2010/2010-2011	R	80,000	4,926	75,074	75,074	
7 Black Reflections - Parking Lot Maintenance Agreement	R	16,956	16,956	-	-	
8 Weed Away - CRA Lots Maintenance Agreement	R	85,546	83,279	2,267	2,267	
9 Payment Miami Children Trust Funds Received FY 2008	R	215,813	215,813	-	-	
10 Payment Miami Children Trust Funds Received FY 2009	R	251,439		251,439	251,439	
11 Transfer from Public Works - 9th Street Pedestrian Mall	R	40,000		40,000	40,000	
12 Maintenance of CRA Lots and Parking Lots	R	12,261	10,680	1,581	1,581	
13 FPL Installation and one year maint lighting along FE Coast Railway	R	18,000		18,000	18,000	
14 Purchase and Installation of holiday banner street light poles	R	400	400	-	-	
15 Purchase and Installation of holiday banner street light poles	R	6,000	5,925			
16 Purchase and Installation of holiday bannerson street light poles throughout the redevelopment areas	R	5,000	5,000			
17 Purchase and Installation of holiday bannerson street light poles throughout the redevelopment areas	R	2,500	2,500			

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18	Camillus House Court yard Program I	R	100,000	100,000		
19	Camillus House Court yard Program II	R	100,000	100,000		
20	Lighting Repairs in the Grand Promenade	R	24,250		24,250	24,250
21	Landscape Maintenance - FY 2010	R	65,586		65,586	65,586
22	Beautification of the FEC Railway, From Biscayne Boulevard to NW 1st Avenue	NR	25,000		25,000	25,000
	<i>Subtotal</i>		<i>2,359,055</i>	<i>778,651</i>	<i>1,580,329</i>	<i>284,000</i>
					<i>1,296,329</i>	<i>284,000</i>

Total Budget Amount

\$ 1,580,329

- R- CRA resolution passed and adopted
 NR- CRA resolution has not been passed and adopted

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City of Miami

Legislation

CRA Resolution: CRA-R-09-0041

City Hall
3500 Pan American
Drive
Miami, FL 33133
www.miamigov.com

File Number: 09-00820

Final Action Date: 8/6/2009

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("CRA"), WITH ATTACHMENT(S), APPROVING AND ADOPTING THE CRA'S PROPOSED GENERAL OPERATING BUDGET AND TAX INCREMENT FUND BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2009 AND ENDING SEPTEMBER 30, 2010; DIRECTING THE EXECUTIVE DIRECTOR TO TRANSMIT A COPY OF EACH BUDGET TO THE CITY OF MIAMI AND MIAMI-DADE COUNTY.

WHEREAS, the Southeast Overtown/Park West Community Redevelopment Agency ("CRA") is responsible for carrying out redevelopment activities within the Southeast Overtown/Park West Redevelopment Area; and

WHEREAS, as a prerequisite to carrying out Fiscal Year 2010 redevelopment activities, it is required that the CRA Board of Commissioners approve the CRA's proposed Fiscal Year 2010 General Operating Budget and Tax Increment Fund Budget; and

WHEREAS, pursuant to Interlocal Agreements, a copy of each budget is to be transmitted to the City of Miami and Miami-Dade County;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated herein as if fully set forth in this Section.

Section 2. The attached CRA General Operating Budget and Tax Increment Fund Budget for the Fiscal Year commencing October 1, 2009 and ending September 30, 2010 are approved and adopted.

Section 3. The Executive Director is directed to transmit a copy of each budget to the City of Miami and Miami-Dade County.

Section 4. This Resolution shall become effective immediately upon its adoption.

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City of Miami

Legislation

CRA Resolution: CRA-R-10-0014

City Hall
3500 Pan American
Drive
Miami, FL 33133
www.miamigov.com

File Number: 10-00311

Final Action Date: 3/15/2010

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("CRA"), WITH ATTACHMENTS, APPROVING AND ADOPTING THE CRA'S AMENDED TAX INCREMENT FUND AND GENERAL OPERATING BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2009 AND ENDING SEPTEMBER 30, 2010; DIRECTING THE EXECUTIVE DIRECTOR TO TRANSMIT A COPY OF THE AMENDED BUDGETS TO THE CITY OF MIAMI AND MIAMI-DADE COUNTY.

WHEREAS, the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency ("CRA"), pursuant to Resolution No. CRA-R-09-0041, passed and adopted on August 6, 2009, approved and adopted the CRA's FY '09 General Operating and Tax Increment Fund Budgets; and

WHEREAS, it is necessary to amend the budgets to reflect the amount of tax increment funds actually received in January 2010 and the actual timing of expenditures; and

WHEREAS, the Board of Commissioners wishes to approve and adopt the CRA's Amended Tax Increment Fund and General Operating Fund Budgets for the Fiscal Year commencing October 1, 2009 and ending September 30, 2010;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated herein as if fully set forth in this Section.

Section 2. The attached CRA's Amended Tax Increment Fund and General Operating Budgets for the Fiscal Year commencing October 1, 2009 and ending September 30, 2010 are approved and adopted.

Section 3. The Executive Director is directed to transmit a copy of each budget to the City of Miami and Miami-Dade County.

Section 4. This Resolution shall become effective immediately upon its adoption.

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City of Miami

Legislation

Resolution: R-10-0145

City Hall
3500 Pan American
Drive
Miami, FL 33133
www.miamigov.com

File Number: 10-00358

Final Action Date: 3/25/2010

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), ACCEPTING AND ADOPTING THE COMMUNITY REDEVELOPMENT AGENCY'S PROPOSED GENERAL OPERATING BUDGET AND THE AMENDED BUDGETS OF THE SOUTHEAST OVERTOWN/PARK WEST, OMNI REDEVELOPMENT DISTRICT, AND MIDTOWN COMMUNITY REDEVELOPMENT AGENCIES, ATTACHED AND INCORPORATED, FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2009 AND ENDING SEPTEMBER 30, 2010, AS APPROVED BY THEIR RESPECTIVE BOARDS OF COMMISSIONERS.

WHEREAS, Article VI, paragraph 6.1 (b), of the Interlocal Cooperation Agreement, dated March 1, 2000, between the City of Miami ("City"), the Southeast Overtown/Park West Community Redevelopment Agency ("SEOPW CRA") and the Omni Redevelopment District Community Redevelopment Agency ("Omni CRA"), as revised and amended, requires that the SEOPW CRA and the Omni CRA submit their budgets to the City; and

WHEREAS, Article III, paragraph D, of the Interlocal Cooperation Agreement, dated June 30, 2005, between Miami-Dade County, the City, and the Midtown Community Redevelopment Agency ("Midtown CRA") requires that the Midtown CRA submit its budget to the City; and

WHEREAS, the Fiscal Year 2010 amended budgets of the Community Redevelopment Agency's ("CRA's") General Operating Budget was approved by their respective Boards of Commissioners on March 11, 2010 and March 15, 2010, and have been submitted for adoption by the City Commission; and

WHEREAS, the Fiscal Year 2010 amended budgets of the Omni CRA and the Midtown CRA were approved by their respective Boards of Commissioners on March 11, 2010, and have been submitted for adoption by the City Commission; and

WHEREAS, the Fiscal Year 2010 amended budget of the SEOPW CRA was approved by its Board of Commissioners on March 15, 2010, and has been submitted for adoption by the City Commission; and

WHEREAS, the City Commission wishes to adopt the budgets, attached and incorporated;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as if fully set forth in this Section.

Section 2. The amended budgets of the CRA's Proposed General Operating, the SEOPW CRA, Omni CRA, and Midtown CRA, attached and incorporated, for the Fiscal Year commencing October 1,

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() 2009 and ending September 30, 2010, as approved by their respective Boards of Commissioners, are accepted and adopted.

Section 3. This Resolution shall become effective immediately upon its adoption and signature of the Mayor. (1)

Footnotes:

(1) If the Mayor does not sign this Resolution, it shall become effective at the end of ten calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.

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MIAMI-DADE COUNTY
BOARD OF COUNTY COMMISSIONERS
OFFICE OF THE COMMISSION AUDITOR



Legislative Notes

Agenda Item: 8(L)1(A) and 8(L)1(C)
File Number: 101588 and 101929
Committee(s) of Reference: Board of County Commissioners
Date of Analysis: September 10, 2010
Type of Item: Resolution Approving FY2009-10 Budget for the Omni and Southeast Overtown Park West Community Redevelopment Agency

Summary

This resolution approves the FY2009-10 budget for the Omni Community Redevelopment Area (Omni CRA) and Southeast Overtown Park West Community Redevelopment Area (SEOPW) in the amount of \$44,015,971 and \$27,321,927, respectively.

Budget Information

The adopted/amended budget for the last four years for both CRA's is as follows:

OMNI CRA

Fiscal Year	Budget Amount
FY2009	\$40,760,071
FY2008	\$30,857,266
FY2007	\$22,475,286
FY2006	\$16,083,389

SEOPW CRA

Fiscal Year	Budget Amount
FY2009	\$20,986,387
FY2008	\$18,142,493
FY2007	\$14,091,351
FY2006	\$8,321,319

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Administrative expenditures for FY2009-10 for both CRA's fall within the twenty (20) percent cap required for CRA budgets.

- Omni administrative expense is \$716,400 which represents two (2) percent of the total budget; and
- SEOPW administrative expense is \$822,384 which represents three (3) percent of the total budget.

Comments

On September 10, 2010, the Board of County Commissioners (Board) approved the North Miami CRA FY2009-10 budget (Resolution R-886-10). However, some Board members expressed concern of how CRA funds are being used pay for high executive salaries, costly travel expenses, and to the legality of TIF fund transfers to supplement services provided in the CRA area by the City of North Miami.

The City of Miami Proposed FY2011 Budget recommends fiscal strategies that involve the transfer of CRA funds in the amount totaling \$10.4 million, to fill a budget deficit.

Prepared by: Mia B. Marin

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**METROPOLITAN DADE COUNTY
FAMIS BUDGET TRANSACTION CODING FORM**

Jason E. Rodriguez
OSBM / CREPAD ext. 2820

APPROVAL TYPE
YES ___ NO ___

JEBU	APPROVAL TYPE NOTE PAD	YES NO	DOCUMENT NUMBER	AMOUNT	DATE	APPROVED BY	DATE

DOC SUFFIX	TRANS CODE	NO.	DOC SUFFIX	TRANS CODE	NO.	DOC SUFFIX	TRANS CODE	NO.	DOC SUFFIX	TRANS CODE	NO.	DOC SUFFIX	TRANS CODE	NO.	DOC SUFFIX	TRANS CODE	NO.
		01			305			26,443.02	TFNARANJALAK	26210							
Naranja Lakes CRA Community Policing for April 2011																	
		02			306			20,221.87	PD560177	00193							
South District Overtime Reimbursement for April 2011																	
		03			306			6,221.15	PD560177	01089							
South District Fringe Benefits Reimbursement for April 2011																	
		04															
		05															
		06															
		07															
		08															
		09															
		10															

**Southeast Overtown Parkwest Community Redevelopment Agency
FY 2010 Special Revenue Budget**

	FY 2005		FY 2006		FY 2007		FY 2008		FY 2009		FY 2010	
	Adopted Budget	Audited F/S	Adopted Budget	Audited F/S	Adopted/Amended Budget	Audited F/S	Adopted/Amended Budget	Audited F/S	Adopted/Amended Budget	Audited F/S	Adopted/Amended Budget	Audited F/S
Special Revenue - Rental Income	\$5,000	\$9,025										
Special Revenue - Children Trust Fund	\$8,000											
Special Revenue - Carryover From Prior Year	\$2,500,000		\$4,100,000		\$5,575,475		\$11,804,141		\$12,571,490		\$16,483,833	\$454,707
Special Revenue - City Tax Increment Revenue	\$1,627,940	\$1,627,940	\$2,495,666	\$2,495,666	\$2,995,946	\$2,995,946	\$3,558,307	\$3,558,307	\$4,309,075	\$4,309,075	\$6,270,714	\$6,270,714
Special Revenue - County Tax Increment Revenue	\$1,196,954	\$1,198,848	\$1,714,153	\$1,714,153	\$2,410,490	\$2,410,490	\$2,228,137	\$2,228,137	\$2,705,822	\$2,705,822	\$3,955,932	\$3,955,932
Special Revenue - Interest Inv-Other Revenues	\$26,500	\$67,622	\$11,500	\$230,212	\$11,500	\$600,551	\$11,500	\$529,039	\$235,512	\$235,512	\$440,307	\$440,307
Reserve for Payment of Grand Central Loan												
Special Revenue - Property Sale/Other	\$10,462,460	\$500,000			\$2,100,000	\$2,504,089	\$950,408	\$1,128,764	\$1,400,000	\$1,400,000		
Revenue Total	\$15,826,854	\$3,393,455	\$8,321,219	\$4,440,031	\$14,091,351	\$8,511,026	\$18,142,493	\$7,670,061	\$20,986,387	\$20,986,387	\$27,921,327	\$11,733,106
Expenditures												
Operating Expenditures - Special Revenue Fund												
Contractual Services	\$1,076,517	\$538,599	\$1,085,475	\$349,511	\$1,318,031	\$321,501	\$1,213,413	\$423,025	\$1,850,229	\$1,850,229	\$1,873,296	\$513,988
Books Publications Memberships												
Land/Building Acquisitions												
Building Construction & Other RevRelated Exp	\$3,112,427	\$724,523	\$4,948,693	\$631,187	\$5,865,665	\$818,026	\$12,180,967	\$6,972,445	\$12,466,176	\$12,466,176	\$15,147,882	\$2,275,254
Advance on Debt Service Bond Series 1990												
Grants and Aids	\$808,188	\$143,426	\$1,104,595	\$318,599	\$2,594,955	\$692,735	\$3,518,213	\$609,802	\$5,185,580	\$2,064,159	\$3,505,609	\$715,481
Debt Service Payments		\$350,000	\$350,000	\$350,000	\$850,000	\$350,000	\$350,000	\$350,000	\$950,000	\$950,000	\$303,375	\$303,375
Interest Expense		\$55,800	\$80,000	\$53,475	\$60,000	\$33,611	\$60,000	\$48,075	\$61,239	\$47,988	\$46,625	\$46,625
Transfer to City of Miami												
Transfer Into General Operating	\$513,195		\$196,314	\$196,514	\$700,000	\$500,000	\$700,000	\$330,000	\$756,350	\$582,277	\$5,273,517	\$5,273,517
(F) Subtotal Oper. Expenses	\$5,005,202	\$1,822,248	\$7,745,277	\$1,899,286	\$10,868,631	\$2,760,892	\$13,027,493	\$7,783,417	\$20,886,387	\$5,728,971	\$27,221,927	\$822,384
(F) Unrestricted Reserve/Contingency	\$359,092		\$576,042		\$3,202,720		\$115,000		\$100,000		\$100,000	
(G) Reserve Contingent Land Sale	\$10,462,460											
Expenditure Total (E+F+G) - Special Revenue Fund	\$15,826,854	\$1,822,248	\$8,321,219	\$1,899,286	\$14,091,351	\$2,760,892	\$18,142,493	\$7,783,417	\$20,986,387	\$5,728,971	\$27,921,327	\$10,351,175
Cash Position (Special Rev-Exp)/SEOPW Special Revenue		\$1,571,037		\$2,540,745		\$5,750,133		\$113,357		\$3,312,345		\$1,361,331
Fund Balance - Beginning (Audit) - Special Revenue		\$4,922,862		\$4,393,969		\$6,934,714		\$12,684,847		\$12,574,480		\$16,483,835
Audited Fund Balance - Ending - Special Revenue		\$4,393,969		\$6,934,714		\$12,684,847		\$12,574,480		\$15,483,835		\$17,865,766

FY 2010 SEOPW Special Revenue Budget Approval Tracking
 - CRA Board-CRA-R-10-0081-9/27/2010
 - City of Miami-IC-10-0423-9/27/2010

County Category Cross Reference with CRA FY 2010 Budget

COUNTY CATEGORIES		CRA BUDGET	
FUND BALANCE FY 2009			\$16,483,835
TIF REVENUES - CITY OF MIAMI			\$6,270,714
TIF REVENUES - MIAMI DADE COUNTY			\$3,955,532
OTHER NON-OPERATING			\$611,846
TOTAL			<u>\$27,321,927</u>
OPERATING EXPENDITURES			
Contractual Services	\$1,873,296	Accounting and Audit	\$25,000
		Professional Services - Legal	\$265,574
		Professional Services - Other	\$1,152,608
		Other Contractual Services	<u>\$430,114</u>
		Total Contractual Services	\$1,873,296
Building Construction	\$15,147,882	Construction In Progress	\$15,147,882
Grants and Aids	\$3,505,609	Other Grants and Aids	\$3,505,609
Due to the Children Trust Fund	\$251,439	Other Current Charges and Oblig	\$251,439
Interfund Transfer (City of Miami)	\$5,271,317	Interfund Transfer (City of Miami)	\$5,271,317
Transfer into General Operating	\$822,384	Interfund Transfer (Adm)	\$822,384
Interfund Transfer (Debt Service)	\$350,000	Interfund Transfer (Debt Service)	\$350,000
Budget Reserve	\$100,000	Budget Reserve	\$100,000
	<u>\$27,321,927</u>		<u>\$27,321,927</u>

Budget Surplus/(Deficit)

SEOPW SPECIAL REVENUE FUND BUDGET	FY 2010 Approved Amended Budget - SEOPW Special Revenue
Revenues ADVALOREM TAXES - CITY OF MIAMI ADVALOREM TAXES - MIAMI DADE COUNTY CARRYOVER FUND BALANCE OTHER NON-OPERATING	\$6,270,714 \$3,955,532 \$16,483,835 \$611,846
TOTAL REVENUES	\$27,321,927
Expenditures PROFESSIONAL SERVICES - LEGAL ACCOUNTING AND AUDIT PROFESSIONAL SERVICES - OTHER OTHER CURRENT CHARGES AND OBLIG OTHER CONTRACTUAL SERVICES CONSTRUCTION IN PROGRESS OTHER GRANTS AND AIDS INTERFUND TRANSFER (Debt Service) INTERFUND TRANSFER (Administration) INTERFUND TRANSFER (City of Miami) BUDGET RESERVE	\$265,574 \$25,000 \$1,152,608 \$251,439 \$430,114 \$15,147,882 \$3,505,609 \$350,000 \$822,384 \$5,271,317 \$100,000
TOTAL EXPENDITURES	\$27,321,927
REVENUE LESS EXPENDITURES	-

Description	Category	Reso #	Amount Budgeted	Amount Expended	Remaining Balance	Funding Source		
						Carryover Fund Balance	FY 2010 TIF Revenue	
Professional Services - Legal								
1	FY 2009 Available for External Legal Counsel Services (Holland & Knight)	Admin	09-0011	\$125,000	\$59,426	\$65,574	\$65,574	
2	FY 2010 Available for External Legal Counsel Services (Holland & Knight)	Admin	NR	\$200,000		\$200,000		\$200,000
Accounting and Audit								
3	FY 2010 External Audit - Sanson Kline Jacomino & Company, LLP	Admin	08-0033	\$40,000	\$15,000	\$25,000	\$25,000	
Professional Services - Other								
4	Akerman Senterfitt Law Firm - Lobbyist Federal Government-Expires In Feb 2011.	Admin	08-0070	\$24,000		\$24,000	\$24,000	
5	Doug Bruce & Associates- Lobbyist Florida State Government Commencing July 2010	Admin	08-0029	\$21,075		\$21,075	\$21,075	
7	Marketing Consultant	Admin	07-0026	\$25,000	\$10,112	\$14,888	\$14,888	
8	DFI (Increment III)	Admin	08-0043	\$743,500	\$180,808	\$562,692	\$562,692	
9	Miami Worldcenter - DFI	Admin	09-0010	\$500,000	\$115,047	\$384,953	\$384,953	
10	Available for Other Professional Services (For Example: Landscaping Services)	Admin	NR	\$145,000		\$145,000	\$145,000	
Other Contractual Services								
11	Underpower - Street Light Maintenance May 2009-2010/2010-2011	Quality of Life	09-0038	\$80,000	\$58,800	\$21,200	\$21,200	
12	Transfer from Public Works - 9th Street Pedestrian Mall	Quality of Life	10-0067	\$40,000		\$40,000	\$40,000	
14	Landscape Maintenance (CRA Owned Vacant Lots)	Quality of Life	10-0005	\$65,586		\$65,586	\$65,586	
15	Available for Other Contractual Services	Quality of Life	NR	\$303,328		\$303,328	\$303,328	
Subtotal				\$2,312,489	\$439,193	\$1,873,296	\$1,673,296	\$200,000
						\$1,673,296	\$200,000	

Total Budget Amount

\$1,873,296

NR - No CRA Resolution \$648,328
R - CRA Resolution Passed \$1,224,968
\$1,873,296

Accounting and Audit \$25,000
Professional Services (Legal) \$265,574
Professional Service (Other) \$1,152,608
Other Contractual Services \$430,114
\$1,873,296

Description	Category	Reso #	Amount Budgeted	Amount Expanded	Remaining Balance	Funding Source	
						Carryover Fund Balance	FY 2010 TIF Revenue
Interfund Transfer (Debt Service)							
1 FY 2010 Payment of Principal and Interest Bond Series 1990	Infrast	FY 2010 Budget	\$350,000		\$350,000	\$350,000	
Interfund Transfer (City of Miami)							
2 Reimbursement to the City of Miami for subsidies received from FY 2000 - FY 2005.	Admin	10-0080	\$5,271,317		\$5,271,317	\$5,271,317	
Other Current Charges and Obligation							
3 FY 2010 Children Trust Contribution	Quality of Life	Interlocal Agreement	\$251,439		\$251,439	\$251,439	
Interfund Transfer (Administration)							
4 FY 201 SEOPW TIF Contribution - General Operating Fund	Interfund Transfer (Admin)	FY 2010 Budget	\$822,384		\$822,384		\$822,384
<i>Subtotal</i>			\$6,695,140		\$6,695,140	\$5,872,756	\$822,384
						\$5,872,756	\$822,384

Total Budget Amount

\$6,695,140

NR - No CRA Resolution
R - CRA Resolution Passed

\$6,695,140
\$6,695,140

Interfund Transfer (Debt Service)
Interfund Transfer (City of Miami)
Other Current Charges and Obligation
Interfund Transfer (Administration)

\$350,000
\$5,271,317
\$251,439
\$822,384
\$6,695,140

Description	Category	Reso #	Amount Budgeted	Amount Expended	Remaining Balance	Funding Source	
						Carryover Fund Balance	FY 2010 TIF Revenue
Construction In Progress							
1 Jint Holding (33 unit rehab)	Affordable Workforce Housing	09-0009	\$620,000	\$548,039	\$71,961	\$71,961	
2 St John Apts (Interiors)	Affordable Workforce Housing	08-0063	\$400,000	\$193,682	\$206,318	\$206,318	
3 FY 2010 Available for other affordable / workforce housing projects	Affordable Workforce Housing	06-0045/ 08-0037	\$4,605,427		\$4,605,427	\$52,946	\$4,552,481
4 Poinciana Village - Fencing Around the Pool	Affordable Workforce Housing	10-0024	\$15,000	\$5,748	\$9,252	\$9,252	
5 Overtown 3rd Avenue Business Corridor Streetscape Project. The encumbrance for sidewalks in the amount of \$850,000 has been included for the conclusion of this project.	Infrast	07-0038/ 08-0073	\$5,200,000	\$4,298,729	\$901,271	\$901,271	
6 Ward Rooming House - Interior Build Out	Infrast	07-0041	\$450,000	\$395,770	\$54,230	\$54,230	
7 St. John Community Development Façade Improvements	Infrast	05-0010	\$252,000	\$241,195	\$10,805	\$10,805	
8 NW 14th Streetscape Project	Infrast	NR	\$2,600,000		\$2,600,000		\$2,600,000
9 Church Interior Buildout	Infrast	10-0102	\$1,500,000		\$1,500,000		\$1,500,000
10 Beautification of Parking Lots around the AAA. (\$75K Grant to the Miami DDA)	Infrast	10-0087	\$175,000		\$175,000		\$175,000
11 Grant to DDA-Planters	Infrast	10-0100	\$75,000		\$75,000		\$75,000
12 Streetscape Improvements NW 3rd and NW 1st Ave, and NW 10th and NW 14th - Construction Phase.	Infrast	09-0034	\$1,800,000	\$977,336	\$822,664	\$822,664	
13 Gibson Park	Parks and Open Spaces	09-0012	\$1,000,000		\$1,000,000	\$1,000,000	
14 Available for Construction In Progress	Infrast	NR	\$3,115,954		\$3,115,954	\$3,115,954	
Subtotal			\$21,808,381	\$6,660,499	\$15,147,882	\$6,245,401	\$8,902,481
						\$6,245,401	\$8,902,481

Total Budget Amount

\$ 15,147,882

NR - No CRA Resolution
R - CRA Resolution Passed

\$3,115,954
\$12,031,928
\$15,147,882

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Description	Category	Reso #	Amount Budgeted	Amount Expended	Remaining Balance	Funding Source	
						Carryover Fund Balance	FY 2010 TIF Revenue
Other Grants and Aids							
1 The Pepper Shaker Company, Inc-Cine Lab young Filmmaker's Workshop.	Arts and Culture	10-0041	\$50,000	\$43,458	\$6,542	\$6,542	
2 FY 2010 Art Basel	Arts and Culture	10-0066	\$50,000		\$50,000	\$50,000	
3 Security Cameras	Quality of Life	08-0023	\$500,000		\$500,000	\$500,000	
4 Overtime Police Visibility Pilot Program II	Quality of Life	09-0022	\$284,000	\$177,475	\$106,525	\$106,525	
5 Overtime Police Visibility Pilot Program III	Quality of Life	10-0047	\$500,000		\$500,000	\$500,000	
6 Stop the Violence Overtown Run and Teen Maze to be held at Booker T. Washington on May 22, 2010	Arts and Culture	10-0039	\$14,300		\$14,300	\$14,300	
7 Two Guys Restaurant, Inc - Design Build Renovation	Job Creation	10-0016	\$260,000	\$3,277	\$256,723	\$256,723	
8 New Arena Square Retail Business	Job Creation	07-0051	\$240,000	\$144,000	\$96,000	\$96,000	
9 New Arena Square Retail Business - 3 additional bays	Job Creation	09-0039	\$130,000		\$130,000	\$130,000	
10 Youth Summer Employment Program II	Job Creation	10-0038 10-0050	\$240,000	\$238,886	\$1,114	\$1,114	
11 Neighbors Ass to provide technical assist and business development program	Job Creation	10-0021	\$30,000	\$3,792	\$26,208	\$26,208	
12 Small Business Economic Stimulus I	Job Creation	09-0004	\$50,000	\$23,267	\$26,733	\$26,733	
13 Small Business Economic Stimulus II	Job Creation	10-0022	\$50,000		\$50,000	\$50,000	
14 Hospitality Institute along with Miami Dade Community College	Job Creation	08-0046	\$100,000	\$64,967	\$35,033	\$35,033	
15 Hospitality Institute along with Miami Dade Community College- ending 12/2010	Job Creation	10-0025	\$100,000		\$100,000	\$100,000	
16 Hospitality Institute along with Miami Dade Community College- ending 12/2010	Job Creation	10-0059	\$65,000		\$65,000	\$65,000	
17 Roots in the City - Winn Dixie	Job Creation	09-0046	\$10,000	\$7,762	\$2,238	\$2,238	
18 Roots in the City - Grant ending 12/2010	Job Creation	10-0028	\$100,000	\$24,000	\$76,000	\$76,000	

19	DMP Wrap Around Program-pending 4/2010	Job Creation	10-0027	\$325,000	\$42,030	\$282,970	\$282,970	
20	FY 2010 Monthly open market to be held for six consecutive months, on the 9th Street Pedestrian Mall.	Job Creation	10-0017	\$50,000	\$29,658	\$20,342	\$20,342	
21	FY 2010 Monthly open market to be held for six consecutive months, on the 9th Street Pedestrian Mall. (additional funds)	Job Creation	11-0005	\$17,500		\$17,500	\$17,500	
22	Suited for Success, Inc- Professional Image and Business Etiquette	Job Creation	10-0064	\$50,000		\$50,000	\$50,000	
23	Film, Media and Entertainment Grant	Job Creation	10-0065	\$250,000		\$250,000	\$250,000	
24	Grant to Omni Park West Redevelopment Association for Multi-Use Outdoor Festival Space	Quality of Life	11-0006	\$200,000		\$200,000	\$200,000	
25	Grant to Propops Foundation, Inc for its annual CAMP RED Basketball Clinic	Quality of Life	11-0007	\$10,000		\$10,000	\$10,000	
26	Beautification of the FEC Railway, From Biscayne Boulevard to NW 1st Avenue	Quality of Life	NR	\$25,000		\$25,000	\$25,000	
27	Advance to the City of Miami-Secure the vacant building at 1021 NW 2nd Avenue	Quality of Life	NR	\$6,000		\$6,000	\$6,000	
28	City of Miami Grant - For a transportation and traffic engineering impact study/Historic Building Project - Rehab Masonic Lodge	Infrastr	NR	\$300,000		\$300,000	\$300,000	
29	Available for Job Creation Program / Renovation People's Restaurant	Job Creation	NR	\$101,381		\$101,381		\$101,381
30	Overlown Enhancement Pilot Program \$180K - Camillus House \$20K	Job Creation	NR	\$200,000		\$200,000		\$200,000
	Subtotal			\$4,308,181	\$802,572	\$3,505,609	\$3,204,228	\$301,381
							\$3,204,228	\$301,381

Total Budget Amount

\$3,505,609

NR - No CRA Resolution
R - CRA Resolution Passed

\$2,873,228
\$632,381
\$3,505,609



City of Miami

Legislation

CRA Resolution: CRA-R-10-0078

City Hall
3500 Pan American
Drive
Miami, FL 33133
www.miamigov.com

File Number: 10-01146

Final Action Date: 9/27/2010

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE OMNI REDEVELOPMENT DISTRICT COMMUNITY REDEVELOPMENT AGENCY ("CRA"), WITH ATTACHMENTS, APPROVING AND ADOPTING THE CRA'S AMENDED TAX INCREMENT FUND AND GENERAL OPERATING BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2009 AND ENDING SEPTEMBER 30, 2010; DIRECTING THE EXECUTIVE DIRECTOR TO TRANSMIT A COPY OF THE AMENDED BUDGETS TO THE CITY OF MIAMI AND MIAMI-DADE COUNTY.

WHEREAS, the Board of Commissioners of the Omni Redevelopment District Community Redevelopment Agency, pursuant to Resolution No. CRA-R-09-0042, passed and adopted on August 6, 2009, approved and adopted the CRA's Fiscal Year 2010 General Operating and Tax Increment Fund Budgets; and

WHEREAS, the Board of Commissioners, by Resolution No. CRA-R-10-0009, passed and adopted on March 11, 2010, approved and adopted an amended version of the Fiscal Year 2010 budget to account for actual tax increment funds received in January 2010; and

WHEREAS, certain reimbursements, not originally included in the Fiscal Year 2010 budget, have been requested by the City of Miami for expenses incurred on the CRA's behalf for the design of the Museum Park project; and

WHEREAS, it is necessary to amend the Fiscal Year 2010 budget to reflect these reimbursements to the City of Miami; and

WHEREAS, the Board of Commissioners wishes to approve and adopt the CRA's Amended Tax Increment Fund and General Operating Fund Budgets for the Fiscal Year commencing October 1, 2009 and ending September 30, 2010;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE OMNI REDEVELOPMENT DISTRICT COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated herein as if fully set forth in this Section.

Section 2. The attached CRA Amended Tax Increment Fund and General Operating Budgets for the Fiscal Year commencing October 1, 2009 and ending September 30, 2010 are approved and adopted.

Section 3. The Executive Director is directed to transmit a copy of each budget to the City of

Miami and Miami-Dade County.

Section 4. This resolution shall become effective immediately upon its adoption.

**Southeast Overtown Parkways Community Redevelopment Agency
FY 2011 Special Revenue Budget**

	FY 2005		FY 2006		FY 2007		FY 2008		FY 2009		FY 2010		FY 2011	
	Adopted Budget	Audited F/S	Adopted Budget	Audited F/S	Adopted/Amended Budget	Audited F/S	Adopted/Amended Budget	Audited F/S	Adopted/Amended Budget	Audited F/S	Adopted/Amended Budget	Audited F/S	Adopted/Amended Budget	Audited F/S
Special Revenue - Rental Income	\$5,000	\$9,025												
Special Revenue - Children Trust Fund	\$8,000													
Special Revenue - Carryover from Prior Year	\$2,500,000		\$4,100,000		\$6,573,475		\$11,804,141		\$12,571,490		\$251,439		\$454,707	
Special Revenue - City Tax Increment Revenue	\$1,877,940	\$1,627,940	\$2,495,666	\$2,495,946	\$2,995,946	\$3,568,307	\$3,568,307	\$4,309,075	\$4,309,075	\$4,309,075	\$16,483,835	\$17,865,766	\$6,845,971	\$6,270,714
Special Revenue - County Tax Increment Revenue	\$1,196,954	\$1,189,843	\$1,714,153	\$2,410,430	\$2,228,137	\$2,228,137	\$2,705,822	\$2,705,822	\$2,705,822	\$2,705,822	\$3,955,552	\$3,955,552	\$4,865,405	\$4,865,405
Special Revenue - Interest Inv-Other Revenues	\$26,500	\$67,622	\$11,500	\$230,212	\$11,500	\$529,039	\$11,500	\$1,400,000	\$1,400,000	\$1,400,000	\$440,307	\$440,307	\$440,307	\$440,307
Reserve for Payment of Grand Central Loan	\$10,462,460	\$500,000	\$2,100,000	\$2,504,099	\$330,408	\$1,128,764	\$330,408	\$739,488	\$739,488	\$611,846	\$611,846	\$611,846	\$611,846	\$611,846
Special Revenue - Property Sale/Other	\$15,826,854	\$3,393,435	\$8,321,319	\$4,440,031	\$14,091,351	\$8,511,026	\$13,142,493	\$7,670,061	\$20,586,387	\$9,644,316	\$27,321,927	\$11,733,106	\$29,577,142	\$29,577,142
Revenues Total	\$1,075,517	\$558,559	\$1,085,475	\$349,511	\$1,318,031	\$821,501	\$1,218,413	\$423,095	\$1,850,229	\$678,529	\$1,873,296	\$513,968	\$1,488,324	\$1,488,324
Expenditures														
Contractual Services														
Books Publications Memberships														
Land/Building Acquisitions														
Building Construction & Other Related Exp			\$4,948,693	\$631,187	\$5,865,665	\$838,025	\$12,190,867	\$6,372,445	\$12,466,176	\$1,603,699	\$15,147,882	\$2,275,234	\$18,984,387	\$18,984,387
Due to the Children Trust Fund														
Advance on Debt Service Bond Series 1990														
Grants and Aids	\$803,163	\$143,426	\$1,104,895	\$318,599	\$2,594,935	\$692,755	\$3,518,213	\$609,802	\$5,186,580	\$2,064,139	\$9,505,609	\$715,431	\$6,947,577	\$6,947,577
Debt Service Payments		\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$303,375	\$303,375	\$1,436,854	\$1,436,854
Interest Expense		\$55,800	\$60,000	\$53,475	\$60,000	\$58,611	\$60,000	\$48,075	\$61,239	\$47,988	\$46,625	\$46,625	\$46,625	\$46,625
Transfer to City of Miami			\$196,514	\$196,514	\$700,000	\$500,000	\$700,000	\$330,000	\$756,330	\$582,277	\$923,394	\$822,394	\$822,394	\$822,394
Transfer into General Operating	\$513,195	\$1,822,348	\$7,745,277	\$1,899,285	\$10,888,631	\$2,780,892	\$19,027,493	\$7,783,417	\$20,586,587	\$5,778,971	\$27,221,927	\$10,351,175	\$29,457,142	\$29,457,142
(F) Subtotal Other Expenses	\$5,005,302	\$359,092	\$7,745,277	\$1,899,285	\$10,888,631	\$2,780,892	\$19,027,493	\$7,783,417	\$20,586,587	\$5,778,971	\$27,221,927	\$10,351,175	\$29,457,142	\$29,457,142
(F) Unrestricted Reserve/Contingency			\$578,042		\$3,202,720		\$115,000		\$100,000		\$100,000		\$120,000	\$120,000
(G) Reserve Contingent Land Sale	\$10,462,460													
Expenditure Total (Ex-F-G) - Special Revenue Fund	\$15,826,854	\$1,822,348	\$8,321,319	\$1,899,286	\$14,091,351	\$2,780,892	\$18,142,493	\$7,783,417	\$20,586,387	\$9,644,316	\$27,321,927	\$10,351,175	\$29,577,142	\$29,577,142
Cash Position (Special Rev-Exp)/SEOPW Special Revenue		\$1,571,037	\$2,504,745	\$4,393,969	\$6,994,714	\$6,994,714	\$6,994,714	\$6,994,714	\$6,994,714	\$6,994,714	\$6,994,714	\$6,994,714	\$6,994,714	\$6,994,714
Fund Balance - Beginning (Audit) - Special Revenue		\$2,822,852												
Audited Fund Balance - Ending - Special Revenue		\$4,393,969	\$6,994,714	\$6,994,714	\$6,994,714	\$6,994,714	\$6,994,714	\$6,994,714	\$6,994,714	\$6,994,714	\$6,994,714	\$6,994,714	\$6,994,714	\$6,994,714

FY 2011 SEOPW Special Revenue Budget Approval Tracking
- CRA Board - CRA-R-11-0008 - 2/28/2011
- City of Miami - R-11-0128-3/24/2011

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County Category Cross Reference with CRA FY 2011 Budget

COUNTY CATEGORIES		CRA BUDGET	
FUND BALANCE FY 2010			\$17,865,766
TIF REVENUES - CITY OF MIAMI			\$6,845,971
TIF REVENUES - MIAMI DADE COUNTY			\$4,865,405
TOTAL			<u>\$29,577,142</u>
OPERATING EXPENDITURES			
Contractual Services	\$1,488,324	Accounting and Audit	\$32,000
		Professional Services - Legal	\$193,950
		Professional Services - Other	\$974,237
		Other Contractual Services	\$288,137
		Total Contractual Services	<u>\$1,488,324</u>
Building Construction	\$18,984,387	Construction In Progress	\$18,984,387
Grants and Aids	\$6,947,577	Other Grants and Aids	\$6,947,577
Transfer Into General Operating	\$600,000	Interfund Transfer (Adm)	\$600,000
Interfund Transfer (Debt Service)	\$1,436,854	Interfund Transfer (Debt Service)	\$1,436,854
Budget Reserve	\$120,000	Budget Reserve	\$120,000
	<u>\$29,577,142</u>		<u>\$29,577,142</u>
Budget Surplus/(Deficit)			

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SEOPW SPECIAL REVENUE FUND BUDGET	FY 2011 Approved Amended Budget - SEOPW Special Revenue
Revenues	
ADVALOREM TAXES - CITY OF MIAMI	\$6,845,971
ADVALOREM TAXES - MIAMI DADE COUNTY	\$4,865,405
CARRYOVER FUND BALANCE	\$17,865,766
OTHER NON-OPERATING	
TOTAL REVENUES	\$29,577,142
Expenditures	
PROFESSIONAL SERVICES - LEGAL	\$193,950
ACCOUNTING AND AUDIT	\$32,000
PROFESSIONAL SERVICES - OTHER	\$974,237
OTHER CURRENT CHARGES AND OBLIG	
OTHER CONTRACTUAL SERVICES	\$288,137
CONSTRUCTION IN PROGRESS	\$18,984,387
OTHER GRANTS AND AIDS	\$6,947,577
INTERFUND TRANSFER (Debt Service)	\$1,436,854
INTERFUND TRANSFER (Administration)	\$600,000
INTERFUND TRANSFER (City of Miami)	
BUDGET RESERVE	\$120,000
TOTAL EXPENDITURES	\$29,577,142
REVENUE LESS EXPENDITURES	-

Note: At the February 28, 2011 CRA Board Meeting, there was a budget change passed and adopted in regards to the Interfund Transfer (Administration). This budget line item decreased from \$620K to \$600K. Nevertheless, the remainder of \$20K was added to the budget reserve.

Description	Category	Reso #	Amount Budgeted	Amount Expended	Remaining Balance	Funding Source	
						Carryover Fund Balance	FY 2011 TIF Revenue
Professional Services - Legal							
1 FY 2010 Available for External Legal Counsel Services (Holland & Knight)	Admin	10-0048	\$75,000	\$6,050	\$68,950	\$68,950	
2 FY 2011 Available for External Legal Counsel Services (Holland & Knight)	Admin	NR	\$125,000		\$125,000	\$125,000	
Accounting and Audit							
3 FY 2010 External Audit - Sanson Kline Jacomino & Company, LLP	Admin	10-0049	\$40,000	\$8,000	\$32,000	\$32,000	
Professional Services - Other							
4 Akerman Senterfitt Law Firm - Lobbyist Federal Government-Expires In Feb 2011.	Admin	08-0070	\$8,000		\$8,000	\$8,000	
5 Doug Bruce & Associates Lobbyist Florida State Government Commencing July 2010	Admin	10-0051	\$62,600	\$15,491	\$47,109	\$47,109	
6 Appraisal Services	Admin	10-0099	\$15,000		\$15,000	\$15,000	
7 Marketing Consultant	Admin	07-0026	\$25,000	\$21,447	\$3,553	\$3,553	
8 DRI (Increment III)	Admin	08-0043	\$743,500	\$325,263	\$418,238	\$418,238	
9 Miami Worldcenter - DRI	Admin	09-0010	\$500,000	\$115,047	\$384,953	\$384,953	
10 Available for Other Professional Services (For Example: Landscaping Services)	Admin	NR	\$97,384		\$97,384	\$97,384	
Other Contractual Services							
11 Underpower - Street Light Maintenance May 2009-2010/2010-2011	Quality of Life	09-0038	\$80,000	\$34,480	\$45,520	\$45,520	
12 Transfer from Public Works - 9th Street Pedestrian Mall	Quality of Life	10-0067	\$40,000	\$27,365	\$12,636	\$12,636	
13 FPL Installation and one year maint lighting along FE Coast Railway	Quality of Life	09-0028	\$18,000		\$18,000	\$18,000	
14 Landscape Maintenance (CRA Owned Vacant Lots)	Quality of Life	10-0005	\$65,586	\$22,401	\$43,185	\$43,185	

15	Demolition and removal of the buildings at 163 NW 11th St and 1020-1024 NW 2nd	Quality of Life	10-0003/ 10-0058	\$59,664		\$59,664	\$59,664	
16	Available for Other Contractual Services	Quality of Life	NR	\$109,132		\$109,132	\$109,132	
	<i>Subtotal</i>			<u>\$2,063,866</u>	<u>\$575,542</u>	<u>\$1,488,324</u>	<u>\$1,488,324</u>	-
							<u>\$1,488,324</u>	-

Total Budget Amount

\$1,488,324

NR - No CRA Resolution \$331,516
R - CRA Resolution Passed \$1,156,808
\$1,488,324

Accounting and Audit \$32,000
Professional Services (Legal) \$193,950
Professional Service (Other) \$974,237
Other Contractual Services \$288,137
\$1,488,324

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Description	Category	Reso #	Amount Budgeted	Amount Expended	Remaining Balance	Funding Source	
						Carryover Fund Balance	FY 2011 TIF Revenue
Construction In Progress							
1 Jnt Holding (33 unit rehab)	Affordable Workforce Housing	09-0009	\$620,000	\$548,039	\$71,961	\$71,961	
2 St John Apts (interiors)	Affordable Workforce Housing	08-0063	\$400,000	\$193,682	\$206,318	\$206,318	
3 FY 2010 Available for other affordable / workforce housing projects	Affordable Workforce Housing	06-0045/ 08-0037	\$4,605,427		\$4,605,427	\$4,605,427	
4 FY 2011 Available for other affordable / workforce housing projects	Affordable Workforce Housing	06-0045/ 08-0037	\$7,005,405		\$7,005,405		\$7,005,405
5 Poinciana Village - Fencing Around the Pool	Affordable Workforce Housing	10-0024	\$15,000	\$5,748	\$9,252	\$9,252	
6 Overtown 3rd Avenue Business Corridor Streetscape Project. The encumbrance for sidewalks in the amount of \$850,000 has been included for the conclusion of this project.	Infrast	07-0038/ 08-0073	\$5,200,000	\$4,298,729	\$901,271	\$901,271	
7 Ward Rooming House - Interior Build Out	Infrast	07-0041	\$450,000	\$395,770	\$54,230	\$54,230	
8 St. John Community Development Façade Improvements	Infrast	05-0010	\$252,000	\$241,195	\$10,805	\$10,805	
9 NW 14th Streetscape Project	Infrast	NR	\$2,600,000		\$2,600,000	\$2,600,000	
10 Church Interior Buildout	Infrast	10-0102	\$1,500,000		\$1,500,000	\$1,500,000	
11 Beautification of Parking Lots around the AAA. (\$75K Grant to the Miami DDA)	Infrast	10-0087	\$175,000		\$175,000	\$175,000	
12 Grant to DDA-Planters	Infrast	10-0100	\$75,000		\$75,000	\$75,000	
13 Streetscape Improvements NW 3rd and NW 1st Ave, and NW 10th and NW 14th - Construction Phase.	Infrast	09-0034	\$1,800,000	\$1,030,282	\$769,718	\$769,718	
14 Gibson Park	Parks and Open Spaces	09-0012	\$1,000,000		\$1,000,000	\$1,000,000	
Subtotal			\$25,697,832	\$6,713,445	\$18,984,387	\$11,978,982	\$7,005,405
						\$11,978,982	\$7,005,405

Total Budget Amount

\$ 18,984,387

NR - No CRA Resolution
R - CRA Resolution Passed

\$2,600,000
\$16,384,387
\$18,984,387

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Description	Category	Reso #	Amount Budgeted	Amount Expended	Remaining Balance	Funding Source	
						Carryover Fund Balance	FY 2011 TIF Revenue
Other Grants and Aids							
1 The Pepper Shaker Company, Inc-Che Lab young Filmmaker's Workshop.	Arts and Culture	10-0041	\$50,000	\$43,488	\$6,542	\$6,542	
2 FY 2010 Art Basel	Arts and Culture	10-0066	\$50,000		\$50,000	\$50,000	
3 Security Cameras	Quality of Life	08-0023	\$500,000		\$500,000	\$500,000	
4 Overtime Police Visibility Pilot Program II	Quality of Life	09-0022	\$284,000	\$177,475	\$106,525	\$106,525	
5 Overtime Police Visibility Pilot Program III	Quality of Life	10-0047	\$500,000		\$500,000	\$500,000	
6 Stop the Violence Overtown Run and Teen Move to be held at Booker T. Washington on May 22, 2010	Arts and Culture	10-0039	\$14,300		\$14,300	\$14,300	
7 Camillus House	Quality of Life	10-0040	\$2,000,000		\$2,000,000		\$2,000,000
8 Two Guys Restaurant, Inc - Design Build Renovation	Job Creation	10-0016	\$260,000	\$3,277	\$256,723	\$256,723	
9 New Arena Square Retail Business	Job Creation	07-0051	\$240,000	\$144,000	\$96,000	\$96,000	
10 New Arena Square Retail Business - 3 additional bays	Job Creation	09-0039	\$130,000		\$130,000	\$130,000	
11 Youth Summer Employment Program II	Job Creation	10-0038 10-0050	\$240,000	\$238,886	\$1,114	\$1,114	
12 Neighbors Ass to provide technical assist and business development program	Job Creation	10-0021	\$30,000	\$3,792	\$26,208	\$26,208	
13 Small Business Economic Stimulus I	Job Creation	09-0004	\$50,000	\$23,267	\$26,733	\$26,733	
14 Small Business Economic Stimulus II	Job Creation	10-0022	\$50,000		\$50,000	\$50,000	
15 Hospitality Institute along with Miami Dade Community College	Job Creation	08-0046	\$100,000	\$64,967	\$35,033	\$35,033	
16 Hospitality Institute along with Miami Dade Community College- ending 12/2010	Job Creation	10-0025	\$100,000		\$100,000	\$100,000	
17 Hospitality Institute along with Miami Dade Community College- ending 12/2010	Job Creation	10-0059	\$65,000		\$65,000	\$65,000	
18 Roots in the City - Winn Dixie	Job Creation	09-0046	\$10,000	\$7,762	\$2,238	\$2,238	
19 Roots in the City - Grant ending 12/2010	Job Creation	10-0028	\$100,000	\$24,000	\$76,000	\$76,000	

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20	OJP Wrap Around Program-pending 4/2010	Job Creation	10-0027	\$325,000	\$42,030	\$282,970	\$282,970	
21	FY 2010 Monthly open market to be held for six consecutive months, on the 9th Street Pedestrian Mall.	Job Creation	10-0017	\$50,000	\$29,658	\$20,342	\$20,342	
22	FY 2010 Monthly open market to be held for six consecutive months, on the 9th Street Pedestrian Mall. (additional funds)	Job Creation	11-0005	\$17,500		\$17,500	\$17,500	
23	Suited for Success, Inc-Professional image and Business Etiquette	Job Creation	10-0064	\$50,000		\$50,000	\$50,000	
24	Film, Media and Entertainment Grant	Job Creation	10-0065	\$750,000		\$250,000	\$250,000	
25	Grant to Omni Park West Redevelopment Association for Multi-Use Outdoor Festival Space	Quality of Life	11-0006	\$200,000		\$200,000	\$200,000	
26	Grant to Propops Foundation, Inc for its annual CAMP RED Basketball Clinic	Quality of Life	11-0007	\$10,000		\$10,000	\$10,000	
27	Beautification of the FEC Railway, From Biscayne Boulevard to NW 1st Avenue	Quality of Life	NR	\$25,000		\$25,000	\$25,000	
28	Advance to the City of Miami-Secure the vacant building at 1021 NW 2nd Avenue	Quality of Life	NR	\$6,000		\$6,000	\$6,000	
29	City of Miami Grant - For a transportation and traffic engineering Impact study/Historic Building Project - Rehab Masonic Lodge	Infrast	NR	\$300,000		\$300,000	\$300,000	
30	Available for Job Creation Program / Renovation People's Restaurant	Job Creation	NR	\$123,638		\$123,638	\$123,638	
31	Overtown Enhancement Pilot Program \$180K - Camillus House \$20K	Job Creation	11-0006	\$200,000		\$200,000	\$200,000	
32	Camillus Construction Institute	Job Creation	NR	\$233,740		\$233,740	\$233,740	
33	FY 2011 Available Funds - Arts and Culture	Arts and Culture	NR	\$100,000		\$100,000	\$80,000	\$20,000
34	FY 2011 Available Funds - Job Creation	Job Creation	NR	\$1,085,971		\$1,085,971		\$1,085,971
	Subtotal			\$7,750,349	\$802,572	\$6,947,577	\$3,841,606	\$3,105,971
							\$3,841,606	\$3,105,971

Total Budget Amount

\$6,947,577

NR - No CRA Resolution
R - CRA Resolution Passed

\$1,874,349
\$5,073,228
\$6,947,577

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Description	Category	Reso #	Amount Budgeted	Amount Expended	Remaining Balance	Funding Source	
						Carryover Fund Balance	FY 2011 TIF Revenue
Interfund Transfer (Debt Service)							
1 FY 2010-2016 Loan Payment Gibson Park/Sunshine State Loan - \$8 million / \$9,609,805.80 Contract Amount	Park and Open Spaces	Motion passed on March 15, 2010	\$133,479		\$133,479	\$133,479	
2 FY 2011-2016 Loan Payment Gibson Park/Sunshine State Loan - \$8 million	Park and Open Spaces	Motion passed on March 15, 2010	\$1,000,000		\$1,000,000		\$1,000,000
3 FY 2011 Payment of Principal and Interest Bond Series 1990	Infrastr	FY 2011 Budget	\$303,375		\$303,375	\$303,375	
Interfund Transfer (Administration)							
4 FY 2011 SEOPW TIF Contribution - General Operating Fund	Interfund Transfer (Admin)	FY 2011 Budget	\$600,000		\$600,000		\$600,000
<i>Subtotal</i>			\$2,036,854	\$0	\$2,036,854	\$436,854	\$1,600,000
						\$436,854	\$1,600,000

Total Budget Amount

\$2,036,854

NR - No CRA Resolution
R - CRA Resolution Passed

\$2,036,854
\$2,036,854

Interfund Transfer (Debt Service)
Interfund Transfer (Administration)

\$1,436,854
\$600,000
\$2,036,854



City of Miami Legislation

EXHIBIT 3
City Hall
3500 Pan American
Drive
Miami, FL 33133
www.miamigov.com

CRA Resolution: CRA-R-11-0008

File Number: 11-00177

Final Action Date: 2/28/2011

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("CRA"), WITH ATTACHMENT(S), APPROVING AND ADOPTING THE CRA'S AMENDED SPECIAL REVENUE FUND BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2010 AND ENDING SEPTEMBER 30, 2011; FURTHER DIRECTING THE EXECUTIVE DIRECTOR TO TRANSMIT A COPY OF THE AMENDED BUDGET TO THE CITY OF MIAMI AND MIAMI-DADE COUNTY.

WHEREAS, the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency ("CRA"), by Resolution No. CRA-R-10-0084, passed and adopted on October 14, 2010, approved and adopted the CRA's Special Revenue Fund Budget for the fiscal year commencing October 1, 2010 and ending September 30, 2011; and

WHEREAS, it is necessary to amend the budget to reflect the actual tax increment funds received in January 2011; and

WHEREAS, the Board of Commissioners wishes to approve and adopt the CRA's amended Special Revenue Fund Budget for the fiscal year commencing October 1, 2010 and ending September 30, 2011;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated herein as if fully set forth in this Section.

Section 2. The CRA's amended Special Revenue Fund Budget for the fiscal year commencing October 1, 2010 and ending September 30, 2011, as attached, is approved and adopted.

Section 3. The Executive Director is directed to transmit a copy of the amended budget to the City of Miami and Miami-Dade County.

Section 4. This resolution shall become effective immediately upon its adoption.

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GRANT AGREEMENT

THIS AGREEMENT is entered into as of the 13th day of May, 2010 by and between **SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY**, a public agency and body corporate created pursuant to Section 163.356, Florida Statutes ("**CRA**") and **CAMILLUS HOUSE, INC.**, a Florida not-for-profit corporation ("**GRANTEE**").

RECITALS

A. The CRA was formed for the purpose of removing slum and blight in the Southeast Overtown/Park West redevelopment area (the "**Redevelopment Area**").

B. GRANTEE currently operates a homeless shelter and food distribution facility located in the Redevelopment Area located at 726 NE 1st Avenue, Miami, Florida on that property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "**Existing Facility**"). Parcel 1 identified on Exhibit A ("**Parcel 1**") is owned in fee simple by Charity Unlimited, Inc., a Florida not-for-profit corporation ("**Charity Unlimited**") and Parcel 2 identified on Exhibit A ("**Parcel 2**") is a leasehold interest in Parcel 2 in favor of Brothers of the Good Shepherd of Florida, Inc. a Florida not-for-profit corporation ("**Good Shepherd**") pursuant to that lease recorded May 18, 1945 in Deed Book 2513, at Page 398 of the Public Records of Miami-Dade County, Florida (the "**99 Year Lease**").

C. GRANTEE is currently developing a new state of the art 340 bed facility on the property located along the NW 7th Avenue corridor more particularly described on Exhibit "B" attached hereto and made a part hereof (the "**Property**"), pursuant to the plans and specifications prepared by Wolfberg Alvarez (the "**Architect**") originally issued August 18, 2008 and most recently revised February 18, 2010 (the "**Plans and Specifications**") which is intended to replace the Existing Facility.

D. GRANTEE submitted a grant proposal to the CRA dated March 1, 2010 (the "**Grant Proposal**") requesting a grant from the CRA in the amount of Ten Million and No/100 Dollars (\$10,000,000.00) (the "**Grant**") to be used to repay the gap financing utilized by GRANTEE for the construction of Buildings B, D, and F of the Project which are shown on the site plan attached hereto as Exhibit "C" and made a part hereof which buildings are to be constructed in accordance with the Plans and Specifications (the "**New Facility**").

E. GRANTEE has represented to the CRA that the Grant will enable GRANTEE to complete the New Facility, resulting in the creation of approximately 350 temporary construction jobs and approximately 10 new permanent jobs (90 permanent jobs will be relocated from the Existing Facility) including jobs for residents of the Redevelopment Area and the New Facility will enable GRANTEE to permanently close the Existing Facility.

F. The CRA desires to assist GRANTEE in the development of the New Facility, support the creation of new job opportunities by GRANTEE for residents of the Redevelopment Area and induce GRANTEE to permanently close the Existing Facility to enable the CRA to remove slum and blight in the Redevelopment Area, as hereinafter provided.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the parties agree to as follows:

1. Recitals. The Recitals and all statements contained herein are true and correct and are hereby incorporated into this Agreement by reference and made a part hereof.

2. Defined Terms. As used in this Agreement, capitalized terms shall have the following meanings:

"Affiliate" means Charity Unlimited, Good Shepherd, Shepherd's Court, Camillus Health Concern, Inc., Labre Place, Inc., a Florida not-for-profit corporation, Emmaus Place, Inc., a Florida not-for-profit corporation, Charity Unlimited Holdings, Inc., a Florida not-for-profit corporation, Charity Unlimited Leasing, Inc., a Florida not-for-profit corporation, Charity Unlimited Foundation, Inc., a Florida not-for-profit corporation, Somerville Residence, Inc., a Florida not-for-profit corporation, Good Shepherd Villas, Inc., a Florida not-for-profit corporation, Brother Keily Place, Inc., a Florida not-for-profit corporation, Brownsville Housing, Inc., a Florida not-for-profit corporation, Matt Talbot House, Inc., a Florida not-for-profit corporation, Shepherd's Court Investor, LLC, a Florida limited liability company and Shepherd's Court Development, LLC, a Florida limited liability company, and any other entities controlled directly or indirectly by any of the foregoing.

"Apprenticeship Program" has the meaning ascribed to said term in Section 8.

"Architect" has the meaning ascribed to said term in the Recitals.

"Board" has the meaning ascribed to said term in Section 3.

"Building A" means Building A as identified on the Site Plan to be developed by Shepherd's Court.

"Charity Unlimited" has the meaning ascribed to said term in the Recitals.

"Community Outreach Program" has the meaning ascribed to said term in Section 9.

"Completion" has the meaning ascribed to said term in Section 4(a).

"Contractor" means Coastal Construction of Monroe, Inc. d/b/a Coastal Construction Company.

"Construction Contract" means the guaranteed maximum price contract for the construction of the New Facility by and between GRANTEE and the Contractor.

"CRA" means Southeast Overtown/Park West Redevelopment Agency, a public agency and body corporate created pursuant to Section 163.356, Florida Statutes.

"DCF" means the State of Florida Department of Children and Family Services.

"Demolished"

"Escrow Agent" has the meaning ascribed to said term in Section 3.

"Escrowed Funds" has the meaning ascribed to said term in Section 4(a).

"Executive Director" has the meaning ascribed to said term in Section 4(b)(i).

"Existing Facility" has the meaning ascribed to said term in the Recitals.

"Funding Agreement" has the meaning ascribed to said term in Section 4(b)(iii).

"Gap Lender" means the financial institution or institutions providing the Gap Loan to GRANTEE with respect to the New Facility.

"Gap Loan" has the meaning ascribed to said term in Section 14(n).

"General Counsel" means the City Attorney of the City of Miami acting as general counsel to the CRA.

"Good Shepherd" has the meaning ascribed to said term in the Recitals.

"Grant" has the meaning ascribed to said term in the Recitals.

"GRANTEE" means Camillus House, Inc., a Florida not-for-profit corporation.

"Grant Proposal" has the meaning ascribed to said term in the Recitals.

"Initial Funding Conditions" has the meaning ascribed to said term in Section 14.

"Lead Lender" has the meaning ascribed to said term in Section 4(b)(iii)(a).

"Lease" means the Lease dated June 10, 2008, by and between the Trustees and DCF as amended by Amendment Number One to Lease Number 4536 dated November 13, 2008.

"LEED Registration" has the meaning ascribed to said term in Section 14(k).

"Low Income Resident" means an individual who earns up to 80% of the area median income for Miami-Dade County based upon family size as established by the Public Housing Agency of Miami-Dade County. The current median income calculations are shown on Exhibit "D" attached hereto.

"New Facility" has the meaning ascribed to said term in the Recitals.

"New Market Tax Credit Purchaser" means the financial institution or institutions which purchases the new market tax credits generated from the New Facility.

"Parcel 1" has the meaning ascribed to said term in the Recitals.

"Parcel 2" has the meaning ascribed to said term in the Recitals.

"Phase 2" means those buildings and other improvements designated as Phase 2 on the Site Plan.

"Plans and Specifications" has the meaning ascribed to said term in the Recitals.

"Priority Program" has the meaning ascribed to said term in Section 7.

"Project Budget" means the budget for the New Facility prepared by GRANTEE.

"Restrictive Covenant" has the meaning ascribed to said term in Section 5.

"Shepherd's Court" means Shepherd's Court, LLC, a Florida limited liability company.

"Sublease" has the meaning ascribed to said term in Section 14(a).

"Subsublease" means the Sub-Sublease Agreement dated June 10, 2008, by and between GRANTEE and Shepherd's Court.

"Third Party Inspector" has the meaning ascribed to said term in Section 4(b)(ii).

"Trustees" means the Board of Trustees of the Internal Improvement Fund of the State of Florida.

"Unavoidable Delay" means delays beyond the control of the GRANTEE, including, without limitation, delays due to war, insurrection, strikes, lock-outs, riots, hurricanes, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, unusually severe weather or other cause beyond the control of GRANTEE, excluding unavailability of funds. GRANTEE shall be entitled to an extension of time for the inability to meet the timeframe or deadline specified in this Agreement if such inability is caused by the Unavoidable Delay provided GRANTEE advised the CRA of the occurrence of the Unavoidable Delay within thirty (30) days of the occurrence and the time delayed.

"99 Year Lease" has the meaning ascribed to said term in the Recitals.

3. Grant. The CRA hereby agrees to make the Grant to GRANTEE in the amount of Ten Million and No/100 Dollars (\$10,000,000.00) subject to the terms of this Agreement. Provided all of the Initial Funding Conditions, as hereinafter defined, are satisfied or waived by the Board of Commissioners of the CRA (the "**Board**"), the CRA, subject to Section 16, shall deposit into escrow with Holland & Knight LLP (the "**Escrow Agent**") Two Million and No/100 Dollars (\$2,000,000.00) per year on or before March 15 of each year for five (5) consecutive years starting on March 15, 2011 until a total of Ten Million and No/100 Dollars (\$10,000,000.00) has been deposited into escrow with Escrow Agent. Escrow Agent shall invest the funds in a certificate of deposit or other interest bearing account. All interest accrued thereon shall be paid to the CRA. Escrow Agent shall disburse the Grant in accordance with Section 4.

4. Disbursement of the Grant. The Grant shall be disbursed as follows:

- a. Prior to Completion of the New Facility the CRA shall fund payments in the amount of Two Million and No/100 Dollars (\$2,000,000.00) per year to Escrow Agent (the "**Escrowed Funds**"). Escrow Agent shall release the Escrowed Funds upon Completion, as hereinafter defined, to GRANTEE to repay all or a portion of the Gap Loan as provided for in the Funding Agreement, as hereinafter defined. "**Completion**" shall mean that final certificates of occupancy have been issued for all of the buildings comprising the New Facility and the Existing Facility has been closed and demolished to the extent the landlord under the 99 Year Lease has consented to the demolition of the improvements on Parcel 2 and if the consent has not been obtained, the improvements on Parcel 1 have been demolished. To evidence Completion, GRANTEE shall provide the following to Escrow Agent and the CRA:
 - i. Copies of the final certificates of occupancy, or its equivalent, for Buildings B, D, and F.
 - ii. A certificate executed by an officer of Charity Unlimited and Good Shepherd acknowledging that the Existing Facility has been permanently closed and demolished to the extent the landlord under the 99 Year Lease has consented to the demolition of the improvements on Parcel 2 and if the consent has not been obtained, the improvements on Parcel 1 have been demolished, which shall have attached as an exhibit pictures confirming that the Existing Facility has been demolished.
- b. Notwithstanding the fact that Completion has not been achieved the CRA authorizes up to Two Million and No/100 Dollars (\$2,000,000.00) of the Grant to be disbursed by Escrow Agent prior to Completion upon satisfaction of all of the following requirements:
 - i. GRANTEE has provided the Executive Director of the CRA (the "**Executive Director**") a detailed statement of sources and uses of funds required to achieve Completion which reflects that with the use of up to Two Million and No/100 Dollars (\$2,000,000.00) of the Grant,

GRANTEE shall have sufficient funds available to achieve Completion. The preliminary sources and uses of funds for the New Facility is attached hereto as Exhibit "E".

- ii. An independent third party inspector (the "**Third Party Inspector**") retained by GRANTEE or the Lead Lender confirms the estimated cost to complete the New Facility and based upon such estimate and the availability of funds reflected in the sources and uses of funds provided by GRANTEE to the Executive Director is reasonably satisfied that sufficient funds are available with the use of up to Two Million and No/100 Dollars (\$2,000,000.00) of the Grant to achieve Completion.
- iii. All of the parties providing funds for completion of construction of the New Facility as reflected on the sources and uses of funds shall enter into an agreement (the "**Funding Agreement**") which shall govern the disbursement of the funds necessary to complete the construction of the New Facility. The Funding Agreement shall include the following provisions:
 - a. The Gap Lender or the New Market Tax Credit Purchaser shall serve as the lead under the Funding Agreement (the "**Lead Lender**").
 - b. Each party providing funds to complete the New Facility shall be irrevocably committed to make the funds available to complete construction of the New Facility, subject to the terms of the Funding Agreement.
 - c. The parties providing the funds to complete construction of the New Facility shall be obligated to fund their proportionate amount monthly based upon the draw requests approved by the Lead Lender.
 - d. Each draw request shall be submitted by the Contractor and approved by the Architect, the Third Party Inspector and GRANTEE.
 - e. If there are insufficient funds to complete the New Facility as a result of change orders or any other reason, as determined by the Lead Lender, GRANTEE shall provide additional funds to bring the transaction "in balance" so that sufficient funds will be available to complete the New Facility before further funds will be disbursed.
 - f. GRANTEE shall be required to provide documentation for each monthly draw request consistent with the documentation customarily provided to construction lenders doing business in Miami-Dade County, Florida.
 - g. The terms of the Funding Agreement shall be subject to the approval of the Executive Director, which approval shall not be unreasonably

withheld provided the terms of the Funding Agreement are consistent with this Agreement.

- c. After Completion, all future annual payments of the Grant shall be made directly to GRANTEE or as provided in the Funding Agreement except if Completion is not achieved within two (2) years from the issuance of the Notice to Proceed, as defined in the Construction Contract, to the Contractor, as said two (2) year period may be extended as a result of Unavoidable Delays, in which event Escrow Agent shall return that portion of the Grant held by Escrow Agent to the CRA and GRANTEE shall not be entitled to any further funds pursuant to the terms of this Agreement.

5. Relocation of Existing Facility. As a condition of the Grant, GRANTEE covenants and agrees that the Existing Facility is to be permanently closed and demolished, to the extent the landlord under the 99 Year Lease has consented to the demolition of the improvements on Parcel 2, and if the consent has not been obtained, the improvements on Parcel 1 have been demolished within one hundred twenty (120) days after the issuance of a certificate of occupancy for all of the buildings comprising the New Facility. Simultaneously with the execution of this Agreement, GRANTEE, Charity Unlimited, Good Shepherd and the other Affiliates shall enter into a restrictive covenant in the form of Exhibit "F" attached hereto and made a part hereof (the "**Restrictive Covenant**") which will preclude the Existing Facility and Parcel 1 and Parcel 2 from being utilized as a homeless shelter or food distribution center commencing ninety (90) days after the issuance of certificates of occupancy for all buildings comprising the New Facility.

6. Restrictions on Activities of GRANTEE. GRANTEE acknowledges that the Existing Facility operated by GRANTEE, Charity Unlimited and Good Shepherd has contributed to the existing slum and blight in the Park West area of the Redevelopment Area. It is the goal of GRANTEE to relocate the people housed at the Existing Facility to the state of the art campus being created by the New Facility, which is designed to keep the chronic homeless that it serves off the streets, and for GRANTEE and its Affiliates not operate or participate, directly or indirectly, in the operation of any homeless shelter or food distribution service in the Redevelopment Area, other than the New Facility and Phase 2, once the New Facility is completed. GRANTEE and its Affiliates covenant and agree not to establish or operate or participate, directly or indirectly, in the operation of a homeless shelter or similar facility within the Redevelopment Area or establish or operate or participate, directly or indirectly, in the operation of a food distribution service within the Redevelopment Area, other than the New Facility and Phase 2, after Completion of the New Facility.

7. Temporary Employment. GRANTEE estimates that during construction of the New Facility approximately 350 construction related jobs will be created of which approximately seventy percent (70%) of the construction workers employed for the construction of the New Facility shall be residents of Miami-Dade County, Florida. Priority shall be given to the hiring of Low Income Residents living within a five (5) mile radius of the New Facility, to residents living within five (5) miles of the New Facility and to residents of the City of Miami and to residents of Miami-Dade County. GRANTEE shall require the Contractor to implement the program described on Exhibit "G" attached hereto and made a part hereof (the "**Priority**")

Program"). GRANTEE covenants and agrees to utilize its best efforts to enforce the provisions of the Construction Contract regarding the Priority Program, including the liquidated damages for failure to comply. Upon completion of the New Facility GRANTEE shall give a report to the CRA describing compliance with the Priority Program, which report shall include, without limitation, the percentage of Miami-Dade County residents employed in connection with the construction of the New Facility, the number of residents living within five (5) miles of the New Facility who were employed in connection with the construction of the New Facility, the number of new employees who are Low Income Residents who live within a five (5) mile radius of the New Facility and the number of new employees who are residents of the City of Miami.

8. Apprenticeship Program. To facilitate the hiring of residents of the Redevelopment Area and residents living within five (5) miles of the New Facility for the construction of the New Facility, GRANTEE shall require the Contractor to implement the apprenticeship program described on Exhibit "H" attached hereto and made a part hereof (the "**Apprenticeship Program**"). GRANTEE covenants and agrees to utilize its best efforts to enforce the provisions of the Construction Contract regarding the Apprenticeship Program, including the enforcement of the liquidated damages for failure to comply. Upon completion of the New Facility, GRANTEE shall give a report to the CRA describing compliance with the Apprenticeship Program, including, without limitation, the number of residents who participated in the Apprenticeship Program and the number of participants who were employed in connection with the construction of the New Facility and the number of days such residents were employed.

9. Community Outreach Program. GRANTEE shall implement or cause the Contractor to implement the community outreach program described on Exhibit "I" attached hereto and made a part hereof (the "**Community Outreach Program**").

10. Permanent Employment Opportunities. GRANTEE estimates that upon completion of the New Facility ten (10) new permanent jobs will be created and that upon completion of the surrounding campus approximately One Hundred (100) new permanent jobs will be created. GRANTEE agrees that priority shall be given to the hiring of Low-Income Residents living within a five (5) mile radius of the New Facility and to residents of the Redevelopment Area. To achieve this goal, GRANTEE shall develop and implement the community outreach program described on Exhibit "J" attached hereto and made a part hereof (the "**Permanent Employee Community Outreach Program**").

11. Option to Purchase. Charity Unlimited and Good Shepherd hereby grant to the CRA an option to purchase Parcel 1 and the leasehold interest in Parcel 2 pursuant to the 99 Year Lease (the "**Option**") on the following terms:

- a. The CRA must exercise the Option by written notice to GRANTEE on or before February 1, 2011.
- b. The purchase price for Parcel 1 and the leasehold interest in Parcel 2 pursuant to the 99 Year Lease shall be the fair market value for same as of the date notice of the exercise of the Option is given. The fair market value of Parcel 1 and the leasehold interest in Parcel 2 shall be determined based upon the following:

- i. At the time that the CRA provides Charity Unlimited and Good Shepherd notice of its exercise of the Option, the CRA shall give written notice to Charity Unlimited and Good Shepherd that the CRA, at its expense, has hired an appointed, as an appraiser, a disinterested person with at least ten (10) years of professional experience in Miami-Dade County, Florida as a real estate appraiser of property similar in nature to the Existing Facility. Within ten (10) days after receipt of the Notice, Charity Unlimited and Good Shepherd shall notify the CRA in writing that they have hired and appointed, at their sole cost and expense, as an appraiser, a second disinterested person with at least ten (10) years of professional experience in Miami-Dade County, Florida as a real estate appraiser of property similar in nature to the Existing Facility. The two appraisers so appointed shall each independently prepare their determination of the fair market value of Parcel 1 and the leasehold interest in Parcel 2 pursuant to the 99 Year Lease within thirty (30) days of their respective appointment. If the two appraisals are within 10% of each other then the purchase price pursuant to the Option shall be the average of the two appraisals. If there is more than a ten percent (10%) difference between the two appraisals then the appraisers thus appointed shall appoint, as an appraiser, a third disinterested person with at least ten (10) years of professional experience in Miami-Dade County, Florida as a real estate appraiser of property similar in nature to the Existing Facility. The third appraiser so appointed shall within thirty (30) days of such appointment prepare an appraisal of Parcel 1 and the leasehold interest in Parcel 2 pursuant to the 99 Year Lease. In such event, the average of the two closest appraisals will be deemed the purchase price for Parcel 1 and the leasehold interest in Parcel 2 pursuant to the 99 Year Lease.
 - ii. The CRA and Charity Unlimited and Good Shepherd shall each pay one half (1/2) of the cost for the third appraiser.
 - iii. If the second appraiser shall not have been appointed as aforesaid, the first appraiser shall proceed to appraise and establish the fair market value of Parcel 1 and the leasehold interest in Parcel 2 pursuant to the 99 Year Lease.
 - iv. Should a third appraisal be necessary, in the event that the first appraiser and the second appraiser are unable to agree on the appointment of a third appraiser within ten (10) days after notice that such third appraiser is required, the third appraiser shall be the appraiser on the City of Miami's approved list who would be next to be retained, which appointment shall be binding on the parties.
- c. The rights of the CRA to purchase Parcel 1 and the leasehold interest in Parcel 2 pursuant to the 99 Year Lease pursuant to the terms of the Option shall be subject to the terms of the right of first refusal (the "Existing Right of First

Refusal") in favor of 700 N.E. 1st LLC, a Florida limited liability company ("700 LLC").

- d. If the CRA timely exercises the Option, Charity Unlimited and Good Shepherd shall enter into a purchase and sale agreement in the form of Exhibit "K" attached hereto (the "Purchase Contract"). The purchase price under the Purchase Contract shall be the appraised value determined in accordance with Section 11(b) above and the deposit under the Purchase Contract shall be twenty percent (20%) of the purchase price determined in accordance with Section 11(b) above. The time frames for the transaction shall be as set forth in the Purchase Contract, including the closing date which shall be ninety (90) days after Completion of the New Facility.

12. Right of First Refusal.

- a. In the event that Charity Unlimited receives a bonafide offer from a third party to acquire all or any part of the Charity Unlimited interest in Parcel 1, and Charity Unlimited wishes to accept such offer, Charity Unlimited shall first offer to sell all of such interest in Parcel 1 to the CRA on the same terms and conditions as the offer from the third party, subject to the rights of 700 LLC under the Existing Right of First Refusal. Any such offer shall be in writing and shall identify the third party making the offer and all the terms and conditions of the offer from the third party. The CRA shall have thirty (30) days from the date that the holder of the Existing Right of First Refusal elects not to exercise its right of first refusal within which to accept the offer by giving written notice of the acceptance to Charity Unlimited and, if accepted, the closing shall take place in accordance with the offer. If the CRA does not exercise its rights within such thirty (30) day period, Charity Unlimited shall have the right to sell all of its interest in Parcel 1 pursuant to the original offer from the third party (subject to all of the terms and conditions hereof). In the event the transaction contemplated by the offer does not close and the interest in Parcel 1 is not conveyed then sixty (60) days after the CRA failed to accept same or otherwise fails to close in accordance with the terms of said offer, the right of first refusal shall automatically be reinstated.
- b. In the event that Good Shepherd receives a bonafide offer from a third party to acquire all or any part of the Good Shepherd's leasehold interest in Parcel 2 pursuant to the 99 Year Lease, and Good Shepherd wishes to accept such offer, Good Shepherd shall first offer to sell the leasehold interest in Parcel 2 pursuant to the 99 Year Lease to the CRA on the same terms and conditions as the offer from the third party, subject to the rights of 700 LLC under the Existing Right of First Refusal. Any such offer shall be in writing and shall identify the third party making the offer and all the terms and conditions of the offer from the third party. The CRA shall have thirty (30) days from the date that the holder of the Existing Right of First Refusal elects not to exercise its right of first refusal within which to accept the offer by giving written notice of the acceptance to Good Shepherd and, if accepted, the closing shall take

place in accordance with the offer. If the CRA does not exercise its rights within such thirty (30) day period, Good Shepherd shall have the right to sell all of its interest in the leasehold interest in Parcel 2 pursuant to the 99 Year Lease in accordance with the original offer from the third party (subject to all of the terms and conditions hereof). In the event the transaction contemplated by the offer does not close and the leasehold interest in Parcel 2 pursuant to the 99 Year Lease is not conveyed then sixty (60) days after the CRA failed to accept same or otherwise fails to close in accordance with the terms of said offer, the right of first refusal shall automatically be reinstated.

13. Representations and Warranties of GRANTEE. In order to induce the CRA to enter into this Agreement, GRANTEE hereby represents and warrants to the CRA that:

- a. GRANTEE is a not-for-profit corporation duly organized and in good standing under the laws of the State of Florida. GRANTEE has full power and authority to enter into this Agreement and otherwise perform all obligations of GRANTEE under this Agreement in accordance with its terms, and all corporate action necessary to authorize the execution and fulfillment of this Agreement by GRANTEE as it had been taken.
- b. This Agreement, when executed and delivered, will be a valid and binding obligation of GRANTEE, enforceable in accordance with its terms.
- c. GRANTEE is no the subject of any proceeding or lawsuit, actual or threatened, at law or in equity, nor is GRANTEE now the subject of pending, threatened or contemplated bankruptcy proceeding which might affect its ability to develop the New Facility.
- d. The only affiliates and sister companies of GRANTEE, Good Shepherd, Charity Unlimited, Labre Place, Inc., Emmaus Place, Inc., Charity Unlimited Holding, Inc., Charity Unlimited Leasing, Inc., Charity Unlimited Foundation, Inc., Somerville Residence, Inc., Good Shepherd Villas, Inc., Brother Keily Place, Inc., Brownsville Housing, Inc., Matt Talbot House, Inc., Shepherd's Court Investor, LLC, and Shepherd's Court Development, LLC, Shepherd's Court, and Camillus Health Concern, Inc.
- e. GRANTEE and Good Brothers shall utilize commercially reasonable efforts to cause the landlord under the 99 Year Lease to consent to Good Brother's demolition of the improvements on Parcel 2 upon Completion of the New Facility, without any obligation to pay landlord for such consent.

14. Conditions Precedent. Prior to the obligation of the CRA to commence funding the Grant to Escrow Agent, GRANTEE shall provide the CRA evidence that the following conditions precedent to the obligation of the CRA to fund the Grant (the "Initial Funding Conditions") have been satisfied:

- a. Evidence that DCF has approved the Plans and Specifications for the New Facility as required by Section 10 of the Sublease Agreement dated June 10,

2008 by and between DCF and GRANTEE, as amended by Amendment Number 1 to Sublease Number 4536-01 dated November 13, 2008 (the "Sublease").

- b. Evidence that the Operational Report, as defined in the Sublease, has been approved by DCF or deemed approved by DCF pursuant to the terms of the Sublease and that the Operational Report contemplates the development of the New Facility as well as Building A and evidence that the Operational Report has not been amended.
- c. Evidence that DCF and Shepherd's Court have executed the non-disturbance agreement contemplated by Section 36 of the Sublease.
- d. Evidence that DCF has approved the plans and specifications for Building A as required by Section 10 of the Sublease.
- e. Evidence that the Operational Report required by the Subsublease for the Shepherd's Court Project has been approved by GRANTEE.
- f. Evidence that the Construction Contract requires the Contractor to implement an Apprenticeship Program and contains the liquidated damages contemplated by Section 8 of this Agreement for failure to implement the Apprenticeship Program and that the Contractor has implemented the Apprenticeship Program.
- g. Evidence that the Construction Contract complies with the provisions of Section 30 of the Lease and the provisions of Section 30 of the Sublease.
- h. Evidence that the Construction Contract requires the Contractor to implement the Priority Program and contains the liquidated damages contemplated by Section 7 of this Agreement for failure to implement the Priority Program.
- i. Evidence that the Construction Contract requires the Contractor and its subcontractors to utilize their best efforts to employ not less than 70% of the work force for the New Facility from residents of Miami-Dade County, Florida.
- j. Evidence that the New Facility has been registered with the U.S. Green Building Council (the "LEED Registration") under the LEED standards for New Construction to achieve LEED certification.
- k. Certification from the Architect that the Plans and Specifications for the New Facility are consistent with and designed to satisfy the LEED New Construction Rating System criteria to enable the New Facility to achieve LEED certification.
- l. Evidence that a building permit has been issued for the New Facility.

- m. Evidence that GRANTEE has obtained and accepted a commitment letter from a financial institution to provide approximately Nineteen Million Two Hundred Five Thousand and No/100 Dollars (\$19,205,000.00) in bridge financing contemplated by the Project Budget (the "Gap Loan").

In the event any of the foregoing Initial Conditions Precedent to the Grant have not been satisfied or waived by February 28, 2011, then in such event the CRA shall have the option of (i) waiving the applicable conditions and proceeding in accordance with this Agreement; or (ii) extending the time period for complying with the Initial Conditions Precedent from February 28, 2011 until August 30, 2011, or (iii) terminating this Agreement. If the CRA elects to extend the time period to satisfy the Initial Conditions Precedent, the CRA will not be required to deposit the first Two Million and No/100 Dollars (\$2,000,000.00) in escrow until the earlier to occur of the satisfaction of the Initial Conditions Precedent or (ii) August 30, 2011. If the time frame for satisfaction of the Initial Conditions Precedent has been extended and all of the Initial Conditions have not been satisfied by August 30, 2011, then the CRA shall have the option of (i) waiving the applicable conditions and proceeding in accordance with this Agreement or (ii) terminating this Agreement in which event this Agreement shall be of no further force and effect.

15. Compliance with Policies and Procedures. GRANTEE understands that the use of the Grant is subject to specific reporting, record keeping, administrative and contracting guidelines and other requirements set forth in this Agreement. GRANTEE covenants and agrees to comply, and represents and warrants to the CRA that the Grant shall be used in accordance, with all of the requirements, terms and conditions contained in this Agreement.

16. Records and Reports/Audits and Evaluation.

- a. GRANTEE understands and acknowledges that the CRA must meet certain record keeping and reporting requirements with regard to the Grant. In order to enable the CRA to comply with its record keeping and reporting requirements, GRANTEE agrees to maintain all records as required by the CRA.
- b. At the CRA's request, and no later than thirty (30) days thereafter, GRANTEE shall deliver to the CRA such written statements relating to the use of the Grant as the CRA may require, consistent with the terms of this Agreement.
- c. The CRA shall have the right to conduct audits of GRANTEE's records pertaining to the Grant and to visit the New Facility and Existing Facility, in order to conduct its monitoring and evaluation activities. GRANTEE agrees to cooperate with the CRA in the performance of these activities.

17. Non-Discrimination. GRANTEE, for itself and on behalf of its contractors and sub-contractors, agrees that it shall not discriminate as to race, sex, color, religion, national origin, age, marital status or handicap in connection with its performance under this Agreement. Furthermore, GRANTEE represents that no otherwise qualified individual shall, solely, by reason of his/her race, sex, color, religion, national origin, age, marital status or handicap be

excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving financial assistance pursuant to this Agreement.

18. Conflict of Interest. GRANTEE has received copies of, and is familiar with, the following provisions regarding conflict of interest in the performance of this Agreement by GRANTEE. GRANTEE covenants, represents and warrants that it will comply with all such conflict of interest provisions:

- a. Code of the City of Miami, Florida, Chapter 2, Article V.
- b. Dade County Code, Section 2-11.1.

19. Contingency Clause. Funding of the Grant on an annual basis is contingent on Miami-Dade County (the "County") approving that portion of the annual operating budget for the CRA reflecting the Grant. Notwithstanding the foregoing, if the Miami-Dade County Commission passes a resolution in form and substance acceptable to the General Counsel of the CRA which approves this Agreement and specifically provides that no further approvals are required to be obtained from the County to authorize the funding of the full amount of the Grant over the term of this Agreement, then in such event this contingency shall be of no further force and effect.

20. Certifications Relating to the Grant. GRANTEE certifies that:

- a. All expenditures of the Grant will be made in accordance with the provisions of this Agreement.
- b. The expenditures of the Grant will be properly documented and such documentation will be maintained on file.
- c. Periodic progress reports will be provided to the CRA as requested.
- d. No expenditure of Grant funds shall be used for political activities.
- e. GRANTEE will be liable to the CRA for the amount of the Grant expended in a manner inconsistent with this Agreement.

21. Marketing.

- a. GRANTEE shall prominently display signage acknowledging the CRA's contribution to the New Facility at the New Facility for a period of two (2) years after Completion.
- b. GRANTEE shall produce, publish, advertise, disclose, or exhibit the CRA's name and/or logo, in acknowledgement of the CRA's contribution to the New Facility, in all forms of media and communications created by GRANTEE for the purpose of publication, promotion, illustration, advertising, trade or any other lawful purpose, including but not limited to stationary, newspapers,

periodicals, billboards, posters, email, direct mail, flyers, telephone, public events, and television, radio, or internet advertisements or interviews.

- c. The CRA shall have the right to approve the form and placement of all acknowledgements, which approval shall not be unreasonably withheld.
- d. GRANTEE further agrees that the CRA's name and logo may not be otherwise used, copied, reproduced, altered in any manner, or sold to others for purposes other than those specified in this Agreement. Nothing in this Agreement, or in GRANTEE's use of the CRA's name and logo, confers or may be construed as conferring GRANTEE any right, title, or interest whatsoever in the CRA's name and logo beyond the right granted in this Agreement.

22. Default. If GRANTEE fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder which is not cured within thirty (30) days of written notice, then GRANTEE shall be in default. Upon the occurrence of a default hereunder the CRA, in addition to all remedies available to them by law, may immediately, upon written notice to GRANTEE, terminate this Agreement whereupon all payments, advances, or other compensation paid by the CRA to GRANTEE while GRANTEE was in default shall be immediately returned to the CRA. GRANTEE understands and agrees that termination of this Agreement under this section shall not release GRANTEE from any obligation accruing prior to the effective date of termination.

23. Liability of the CRA. No officer, employee, agent, or principal, whether disclosed or undisclosed, of the CRA shall have any personal liability with respect to any of the provisions of this Agreement. Any liability of the CRA under this Agreement shall be subject to the limitations imposed by Section 768.28, Florida Statutes.

24. Specific Performance. In the event of breach of this Agreement by the CRA, the GRANTEE may only seek specific performance of this Agreement and any recovery shall be limited to the grant funding authorized for the New Facility pursuant to this Agreement. In no event shall the CRA be liable to GRANTEE for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

25. Indemnification of the CRA. GRANTEE shall protect, defend, indemnify and hold harmless the CRA and its agents from and against any and all claims, actions, damages, liability and expense (including fees of attorneys, investigators and experts) in connection with loss of life, personal injury or damage to property or arising out of this Agreement, except to the extent such loss, injury or damage was caused by the gross negligence or willful misconduct of the CRA or its agents.

26. Disputes. In the event of a dispute between the Executive Director and GRANTEE as to the terms and conditions of this Agreement, the Executive Director and GRANTEE shall proceed in good faith to resolve the dispute. If the parties are not able to resolve the dispute within thirty (30) days of written notice to the other, the dispute shall be submitted to the Board for resolution within ninety (90) days of the expiration of such thirty (30)

day period or such longer period as may be agreed to by the parties to this Agreement. The Board's decision shall be deemed final and binding on the parties.

27. Interpretation.

- a. Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement and do not in any way define, limit, describe or amplify the terms and provisions of this Agreement or the scope or intent thereof.
- b. Entire Agreement. This instrument constitutes the sole and only agreement of the parties hereto relating to the Grant, and correctly sets forth the rights, duties, and obligations of the parties. There are no collateral or oral agreements or understandings between the CRA and GRANTEE relating to this Agreement. Any promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement shall not be modified in any manner except by an instrument in writing executed by the parties. The masculine (or neuter) pronoun and the singular number shall include the masculine, feminine and neuter genders and the singular and plural number. The word "including" followed by any specific item(s) is deemed to refer to examples rather than to be words of limitation.
- c. Construction. Should the provisions of this Agreement require judicial or arbitral interpretation, it is agreed that the judicial or arbitral body interpreting or construing the same shall not apply the assumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party which itself or through its agents prepared same, it being agreed that the agents of both parties have equally participated in the preparation of this Agreement.
- d. Covenants. Each covenant, agreement, obligation, term, condition or other provision herein contained shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making the same, not dependent on any other provision of this Agreement unless expressly provided. All of the terms and conditions set forth in this Agreement shall apply throughout the term of this Agreement unless otherwise expressly set forth herein.
- e. Conflicting Terms. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms of this Agreement shall govern.
- f. Waiver. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

g. Severability. Should any provision contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, then such provision shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, that same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

h. No Third-Party Beneficiary Rights. No provision of this Agreement shall, in any way, inure to the benefit of any third parties so as to constitute any such third party a beneficiary of this Agreement, or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any party not a party hereto.

28. Amendments. No amendment to this Agreement shall be binding on either party, unless in writing and signed by both parties.

29. Ownership of Documents. GRANTEE agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of the Public Records Law, Chapter 119, Florida Statutes. It is further understood by and between the parties that any documents which is given by the CRA to GRANTEE pursuant to this Agreement shall at all times remain the property of the CRA, and shall not be used by GRANTEE for any other purposes whatsoever, without the written consent of the CRA.

30. Award of Agreement. GRANTEE warrants that it has not employed or retained any person employed by the CRA to solicit or secure this Agreement, and that it has not offered to pay, paid, or agreed to pay any person employed by the CRA any fee, commission percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of the Grant.

31. Non-Delegability. The obligations of GRANTEE under this Agreement shall not be delegated or assigned to any other party without the CRA's prior written consent which may be withheld by the CRA, in their sole discretion.

32. Construction of Agreement. This Agreement shall be construed and enforced in accordance with Florida law.

33. Notice. All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail, addressed to the party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served, or, if by mail, on the fifth day after being posted, or the date of actual receipt, whichever is earlier.

To CRA: Southeast Overtown/Park West Community Redevelopment Agency
49 NW 5th Street, Suite 100
Miami, Florida 33128
Attn: James H. Villacorta

Executive Director

To GRANTEE: Camillus House, Inc.
336 NW 5th Street
Miami, Florida 33128-1616
Attn: Dr. Paul R. Ahr
President and CEO

34. Independent Contractor. GRANTEE, its contractors, subcontractors, employees and agents shall be deemed to be independent contractors, and not agents or employees of the CRA, and shall not attain any rights or benefits under the civil service or pension programs of the CRA, or any rights generally afforded its employees; further, they shall not be deemed entitled to Florida Workers' Compensation benefits as employees of the CRA.

35. Authority. GRANTEE certifies that GRANTEE the legal authority to enter into this Agreement. A resolution, motion or similar action has been duly adopted as an official act of GRANTEE's governing body, authorizing the execution of this Agreement, and identifying the official representatives of GRANTEE to act in connection herewith and to provide such additional information as may be required by the CRA.

IN WITNESS WHEREOF, in consideration of the mutual entry into this Agreement, for other good and valuable consideration, and intending to be legally bound, the CRA and GRANTEE have executed this Agreement.

[SIGNATURES FOLLOW ON THE NEXT PAGE]

WITNESSES:

By: K.M. MA

Print: Karen M. Mahar

By: [Signature]

Print: CAEMEN C. GEEARD

GRANTEE:

CAMILLUS HOUSE, INC., a Florida not-for-profit corporation

By: [Signature]

Name: Paul R. Abig PhD
Title: President and CEO

CRA:

SOUTHEAST OVERTOWN/PARK WEST
COMMUNITY REDEVELOPMENT
AGENCY, a public agency and body corporate
created pursuant to Section 163.356, Florida
Statutes

By: [Signature]

Executive Director

ATTEST:

By: [Signature]
Priscilla A. Thompson
Clerk of the Board 9-28-10

APPROVED AS TO FORM AND
CORRECTNESS

By: [Signature]
William R. Bloom, Esq.
Special Counsel

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JOINDER

Charity Unlimited, Good Shepherd, Camillus Health, Labre Place, Inc., Emmaus Place, Inc., Charity Unlimited Holding, Inc., Charity Unlimited Leasing, Inc., Charity Unlimited Foundation, Inc., Somerville Residence, Inc., Good Shepherd Villas, Inc., Brother Keily Place, Inc., Brownsville Housing, Inc., Matt Talbot House, Inc., Shepherd's Court Investor, LLC and Shepherd's Court Development, LLC, join in the execution of this Agreement for the purpose of being bound by the provisions of the Sections 5 and 6 of this Agreement.

CHARITY UNLIMITED OF FLORIDA, INC., a
not-for-profit Florida corporation

By: Michael Mieszala
Name: MICHAEL MIESZALA
Title: PRESIDENT

BROTHERS OF THE GOOD SHEPHERD OF
FLORIDA, INC., a not-for-profit Florida
corporation

By: Michael Mieszala
Name: MICHAEL MIESZALA
Title: PRESIDENT

CAMILLUS HEALTH CONCERN, INC.,
a not-for-profit Florida corporation

By: Hieu H. Kassaye
Name: HIEU KASSAYE
Title: EXECUTIVE DIRECTOR

LABRE PLACE, INC., a
a not-for-profit Florida corporation

By: Michael Mieszala
Name: MICHAEL MIESZALA
Title: DIRECTOR

EMMAUS PLACE, INC., a not-for-profit Florida corporation

By: Richard MacPhee
Name: Richard MacPhee
Title: President

CHARITY UNLIMITED HOLDING, INC., a not-for-profit Florida corporation

By: Richard MacPhee
Name: Richard MacPhee
Title: President

CHARITY UNLIMITED LEASING, INC., a not-for-profit Florida corporation

By: Richard MacPhee
Name: Richard MacPhee
Title: President

CHARITY UNLIMITED FOUNDATION, INC., a not-for-profit Florida corporation

By: Richard MacPhee
Name: Richard MacPhee
Title: President

SOMERVILLE RESIDENCE, INC., a not-for-profit Florida corporation

By: Richard MacPhee
Name: Richard MacPhee
Title: President

GOOD SHEPHERD VILLAS, INC., a not-for-profit Florida corporation

By: Richard MacPhee
Name: Richard MacPhee
Title: President

Title: President

BROTHER KEILY PLACE, INC., a not-for-profit Florida corporation

By: Richard MacPhee
Name: Richard MacPhee
Title: President

BROWNSVILLE HOUSING, INC., a not-for-profit Florida corporation

By: Richard MacPhee
Name: Richard MacPhee
Title: President

MATT TALBOT HOUSE, INC., a not-for-profit Florida corporation

By: Richard MacPhee
Name: Richard MacPhee
Title: President

SHEPHERD'S COURT INVESTOR, LLC, a Florida limited liability company

By: Tanera
Name: Paul R. Ahr, PhD
Title: President and CEO

SHEPHERD'S COURT DEVELOPMENT, LLC, a Florida limited liability company

By: Tanera
Name: Paul R. Ahr, PhD
Title: President and CEO

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No.

RESOLUTION NO. _____

RESOLUTION APPROVING THE BUDGET FOR FISCAL YEARS 2009-10 AND 2010-11 FOR THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY AND CONSENTING TO THE USE TAX INCREMENT FUNDING BY THE CITY OF MIAMI AND THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY TO FUND THE CAMILLUS HOUSE PROJECT IN AN AMOUNT NOT TO EXCEED \$10 MILLION

WHEREAS, The Interlocal Cooperation Agreement between Miami-Dade County, Florida (the "County"), the City of Miami (the "City") and the Southeast Overtown/Park West Community Redevelopment Agency (the "Agency"), adopted April 19, 1983 by the Board of County Commissioners of Miami-Dade County, Florida (the "Board") (R-467-83) requires that the City and Agency transmit the Agency's adopted annual budget to the Board for approval; and

WHEREAS, this Board desires to approve an the Agency's adopted annual budgets for Fiscal Year 2009-10 and 2010-11 for the Southeast Overtown/Park West Community Redevelopment Area in the form attached hereto as Exhibits 2 and 3, which are incorporated herein by reference; and

WHEREAS, the City and the Agency have requested the County affirmatively consent to the use of tax increment finance (TIF) funding by the City and the Agency for the Camillus House Project; and

WHEREAS, on January 22, 2010, the County, City and the Agency executed an amendment to the Interlocal Cooperation Agreement ("Amendment") to include, among other projects, funding of the Camillus House Project; and

WHEREAS, this Board has previously approved funding for the Camillus Project through the General Obligation Bond Program, Community Development Block Grant and Surtax; and

WHEREAS, in order to complete Phase I of the Camillus Project the CRA and Camillus House have entered into a grant agreement to provide TIF funding for the Camillus Project in the amount not to exceed \$10 million; and

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WHEREAS, this Board recognizes the efforts and accomplishments of Camillus House to provide supportive services to the homeless population in Miami-Dade County; and

WHEREAS, this Board also recognizes that the Camillus House Project will be a benefit to the homeless population and residents of Miami-Dade County; and

WHEREAS, this Board desires to accomplish the purpose outlined in the accompanying memorandum, a copy of which is incorporated herein by this reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The matters contained in the foregoing recitals are incorporated in this resolution by reference.

Section 2. This Board approves the Agency's adopted budgets for Fiscal Years 2009-10 and 2010-11 related to the Southeast Overtown / Park West Community Redevelopment Area in substantially the form attached hereto as Exhibits 2 and 3.

Section 3. This Board consents to the City and Agency's use of TIF funding for the Camillus House Project in an amount not to exceed \$10 million to be disbursed in \$2 Million increments over a five (5) year period.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Bruno A. Barreiro	Lynda Bell
Jose "Pepe" Diaz	Sally A. Heyman
Barbara J. Jordan	Jean Monestime
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon the resolution duly passed and adopted this _____ day of _____

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Agenda Item No.
Page No. 2

2011. This Resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA

BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

by: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. _____

Terrence A. Smith

reso

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Memorandum



Date: October 5, 2010

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burge
County Manager

Subject: Supplemental Information for Southeast Overtown/Park West Community
Redevelopment Agency FY 2009-10 Budget

Supplement to
Agenda Item No. 8L1C

This report provides supplemental information on the amendments to the proposed FY 2009-10 Southeast Overtown/Park West (SEOPW) Community Redevelopment Agency (CRA) Budget as approved by the CRA and the City of Miami on September 27, 2010, as well as to inform the Board of County Commissioners (Board) on the SEOPW CRA forecasted revenues and the funding needed to support the Camillus House project.

Amendments

County staff has requested, but not yet received a final budget along with a copy of the adopted Resolution that would effectuate the amendments. However, attached is a copy of the Resolution that went before the CRA governing board and City for approval.

Expenditures for categories within two line items were amended without changing the overall budget totals. Revenues and expenditures in FY 2009-10 still total \$27,321,927 as presented in the item before the Board of County Commissioners.

The amendments deobligate a total of \$6,658,577 as follows :

- Jazz Village Development Project (\$5,028,983)
- DEV-CON Urban Partners & Affordable, LLC (\$1,400,000)
- Miscellaneous Completed Projects completed under budget (\$229,594)

The Jazz Village and DEV-CON projects were never started due to the inability of the developers to obtain financing. The \$6,658,577 is reallocated to reimburse the City of Miami for past expenditures associated with CRA administrative costs (\$5,271,317) and affordable/workforce housing projects within the CRA (\$1,387,260). We are still analyzing the potential of receiving the portion of revenues from the deobligated projects which accrued from the County's incremental revenue.

Camillus house project

Background

On December 31, 2007, the County, City of Miami and CRA entered into the Global Agreement that among other things outlined the process by which the SEOPW CRA would submit a new Finding of Necessity (FON) to expand the boundaries of SEOPW community redevelopment area (Area) and a new redevelopment plan to extend the life of the CRA through March 31, 2030. Additionally, Exhibit C to the Global Agreement included large-scale projects that would increase the Area's taxable value and further contemplated that after FY 2015-16 the County and City would be reimbursed for 45 percent of the Increment produced by these large-scale projects.

On July 21, 2009 the BCC approved amendments to the CRA FON and Plan to expand the Area and extend the life of the CRA through March 31, 2030. The approval of the Plan was contingent on the County, City, and CRA entering into an amendment to the cooperative interlocal agreement which would fund three projects, one of them being to provide funding to cover the City and County's share towards the construction of the Camillus House project. More specifically, the amendment to the cooperative interlocal agreement, which was executed on January 22, 2010, stated that SEOPW CRA

Honorable Dennis C. Moss
and Members Board of County Commissioners
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developments shall be funded partially by the SEOPW CRA when the County and the City have determined that each respective SEOPW CRA development, such as Camillus House, is ready to proceed, and identified the Camillus House project as providing housing for homeless individuals and families in a new facility, including related structures and infrastructure to be developed within the Area.

CRA Revenues in the Amended Redevelopment Plan

The projects in Exhibit C to the Global Agreement, with the exception of one, along with the extension of the life of the CRA through March 31, 2030 would produce an additional estimated \$539.345 million in revenue payments into the CRA's Trust Fund (\$218.76 million from the County and \$320.586 million from the City). The table below illustrates the revenue payments to the CRA from the City and County through 2030, which account for a refund equivalent to 45 percent of the completed projects (\$98.558 million for the County and \$143.771 million for the City) in Exhibit C to the Global Agreement.

Timeframe	Existing Area			Expanded Area			Total Area		
	County Net Increment ¹	City Net Increment ¹	Existing Area Total	County Increment	City Increment	Expanded Area Total	County Net Increment	City Net Increment	Total
FY 2010 - FY 2016	\$56,759,247	\$81,014,295	\$137,773,542	\$0	\$0	\$0	\$56,759,247	\$81,014,295	\$137,773,542
FY 2016 - 3/31/2030	\$159,231,231	\$235,640,637	\$394,871,769	\$2,669,031	\$3,931,011	\$6,600,042	\$162,000,262	\$238,571,549	\$401,671,811
Total	\$216,090,478	\$316,654,932	\$532,745,411	\$2,669,031	\$3,931,011	\$6,600,042	\$218,759,509	\$320,686,444	\$539,445,953

¹ - County and City Increment is net of the 45 percent payment back for the projects identified in Exhibit C to the Global Agreement.

Estimated CRA Expenditures

The current fiscal year CRA budget includes funding for projects such as affordable/workforce housing, infrastructure, and park and open space improvements (approximately \$20 million) in addition to administrative and operating expenses inclusive of contractual services, auditing, legal services, two grant programs and bond payments (\$3.314 million).

Taking into account revenues projected for FY 2010-11, County staff estimates that there should be approximately \$7.468 million available (net of estimated revenues minus expenditures) for other projects if the CRA continues to fund administrative support and grant programs at the same level as in the FY 2009-10 budget submission. Out of the \$7.5 million, the CRA anticipates to start paying \$2 million in FY 2010-11 (based on an agreement to pay \$2 million annually for five years) to cover the City's \$10 million commitment towards the Camillus House project. This is based on an item that was recently approved by the CRA Board to authorize and agreement by and among the City, CRA, and Camillus to enter into such a funding agreement.

As noted in the table below, while taking into consideration the administrative and operating expenses associated with the CRA (not including cash funded capital projects), the CRA has an estimated total of \$388.368 million for pay as you go capital projects, or can bond out this revenue stream.

Timeframe	Estimated Revenues	Estimated Expenditures	Available Funds
FY 2010 - FY 2016	\$137,773,542	(\$26,987,224)	\$110,786,418
FY 2016 - March 31, 2030	\$401,571,811	(\$88,689,883)	\$314,681,928
Total	\$539,345,353	(\$113,677,107)	\$425,668,246

It is important to note that during the drafting of the amendment to the cooperative interlocal agreement, it has always been the intent of County for the SEOPW CRA to cover an additional \$10 million requested to support the construction of the Camillus House project. Although the CRA is authorized to enter into an agreement to cover the \$10 million commitment due from the City for Camillus House, sufficient funding is anticipated to cover the additional \$10 million (\$20 million in total). City staff was

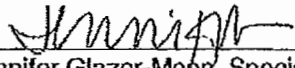
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always aware of this and understood it was the County's intent to use its County-wide tax increment for this purpose. As noted in the table above, the CRA can fund the County's and City's contributions to the project and still have over \$368 million to fund infrastructure, affordable housing and any other project within the CRA as identified in the Redevelopment Plan.

We will be preparing legislation urging the City and the CRA Board to approve the additional \$10 million required for the Camillus House project.



Jennifer Glazer-Moore, Special Assistant/Director
Office of Strategic Business Management

Attachments

cmo172a10



City of Miami
Legislation
Resolution: R-10-0423

City Hall
3500 Pan American
Drive
Miami, FL 33133
www.miamigov.com

File Number: 10-01139a

Final Action Date: 9/27/2010

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), ACCEPTING AND ADOPTING THE AMENDED BUDGETS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY AND OMNI COMMUNITY REDEVELOPMENT AGENCY, ATTACHED AND INCORPORATED, FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2009 AND ENDING SEPTEMBER 30, 2010, AS APPROVED BY THEIR RESPECTIVE BOARDS OF COMMISSIONERS.

WHEREAS, Article VI, paragraph 6.1 (b), of the Interlocal Cooperation Agreement, dated March 1, 2000, between the City of Miami ("City"), the Southeast Overtown/Park West Community Redevelopment Agency ("SEOPW CRA") and the Omni Redevelopment District Community Redevelopment Agency ("Omni CRA"), as revised and amended, requires that the SEOPW CRA and the Omni CRA submit their budgets to the City; and

WHEREAS, the Fiscal Year 2010 amended budgets of the SEOPW CRA and the Omni CRA were approved by their respective Boards of Commissioners on September 27, 2010, and have been submitted for adoption by the City Commission; and

WHEREAS, the City Commission wishes to adopt the budgets, attached and incorporated;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as if fully set forth in this Section.

Section 2. The amended budgets of the SEOPW CRA and the Omni CRA, attached and incorporated, for the Fiscal Year commencing October 1, 2009 and ending September 30, 2010, as approved by their respective Boards of Commissioners, are accepted and adopted.

Section 3. This Resolution shall become effective immediately upon its adoption and signature of the Mayor.{1}

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Footnotes:

{1} If the Mayor does not sign this Resolution, it shall become effective at the end of ten calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.

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Community Redevelopment Agency -
 General Operating
 (SEOPW, OMNI and Midtown)
 Fiscal Year 2010

SEOPW, OMNI, MIDTOWN AND GENERAL OPERATING	FY 2010 Approved Budget General Operating Fund	FY 2010 Approved Amended Budget General Operating Fund	FY 2010 Proposed Amended Budget General Operating Fund
Revenues			
CARRYOVER FUND BALANCE	400,000	445,078	445,078
OTHER INTERFUND TRANSFERS			6,271,317
OTHER INTERFUND TRANSFERS	34,213	35,484	35,484
OTHER INTERFUND TRANSFERS	1,367,002	1,538,784	1,538,784
TOTAL REVENUES	\$1,801,215	\$2,019,346	\$7,290,663
Expenditures			
REGULAR SALARIES	884,210	894,510	894,510
OTHER SALARIES	53,560	53,560	53,560
FICA TAXES	66,422	68,430	68,430
LIFE AND HEALTH INSURANCE	48,000	101,200	101,200
RETIREMENT CONTRIBUTION	50,000	75,000	75,000
FRINGE BENEFITS	7,200	8,400	8,400
OTHER CONTRACTUAL SERVICE	13,730	13,730	13,730
TRAVEL AND PER DIEM	8,000	8,000	8,000
COMMUNICATIONS	8,908	8,908	8,908
UTILITY SERVICE	18,208	27,808	27,808
INSURANCE	23,800	23,800	23,800
OTHER CURRENT CHARGE	10,000	10,000	10,000
SUPPLIES	12,000	12,000	12,000
OPERATING SUPPLIES	8,000	8,000	8,000
SUBSCRIPTION MEMBERSHIP	1,000	1,000	1,000
MACHINERY AND EQUIPMENT	5,000	27,000	27,000
ADVERTISING	58,387	58,387	58,387
RENTAL AND LEASES	207,661	207,661	207,661
POSTAGE	20,000	20,000	20,000
REPAIR/MAINTENANCE - OUTSIDE	1,981	1,981	1,981
INTERFUND TRANSFER (City of Miami)			6,271,317
INTERFUND TRANSFER	50,000	50,000	50,000
BUDGET RESERVE	245,148	339,971	339,971
TOTAL EXPENDITURES	\$1,801,215	\$2,019,346	\$7,290,663
REVENUE LESS EXPENDITURES	-	-	-

Community Redevelopment Agency
 South East Overtown Park West Tax Increment Fund
 Fiscal Year 2010

SEOPW SPECIAL REVENUE FUND BUDGET	FY 2010 Approved Budget SEOPW Special Revenue	FY 2010 Approved Amended Budget SEOPW Special Revenue	FY 2010 Proposed Amended Budget SEOPW Special Revenue
Revenues			
ADVALOREM TAXES - CITY OF MIAMI	4,309,075	6,270,714	6,270,714
ADVALOREM TAXES - MIAMI DADE COUNTY	2,705,822	3,955,532	3,955,532
CARRYOVER FUND BALANCE	17,513,840	16,483,835	16,483,835
OTHER NON-OPERATING		611,846	611,846
TOTAL REVENUES	\$24,528,737	\$27,321,927	\$27,321,927
Expenditures			
ACCOUNTING AND AUDIT	35,000	25,000	25,000
PROFESSIONAL SERVICES - LEGAL	296,069	265,574	265,574
PROFESSIONAL SERVICES - OTHER	1,324,050	1,152,608	1,152,608
OTHER CONTRACTUAL SERVICES	234,907	430,114	430,114
CONSTRUCTION IN PROGRESS	16,883,837	20,419,199	16,107,882
OTHER GRANTS AND AIDS	4,669,934	3,505,609	3,505,609
INTERFUND TRANSFER (Debt Service)	50,000	350,000	350,000
INTERFUND TRANSFER (Administration)	683,501	822,384	822,384
INTERFUND TRANSFER (CRA General Fund)			6,271,317
OTHER CURRENT CHARGES AND OBLIG	251,439	251,439	251,439
BUDGET RESERVE	100,000	100,000	100,000
TOTAL EXPENDITURES	\$24,528,737	\$27,321,927	\$27,321,927
REVENUE LESS EXPENDITURES	-	-	-

Community Redevelopment Agency
 Omni Tax Increment Fund
 Fiscal Year 2010

OMNI SPECIAL REVENUE FUND BUDGET	FY 2010 Approved Budget OMNI Special Revenue	FY 2010 Approved Amended Budget OMNI Special Revenue	FY 2010 Proposed Amended Budget OMNI Special Revenue
Revenues			
AD VALOREM - CITY OF MIAMI	8,925,576	8,238,547	8,238,547
AD VALOREM - MIAMI DADE COUNTY	5,597,328	5,195,407	5,195,407
GRANT FROM STATE OF FLORIDA		100,000	100,000
CARRYOVER FUND BALANCE	33,193,873	30,482,017	30,482,017
MISC -NET INCREASE IN FAIR VALUE			
TOTAL REVENUES	\$47,716,777	\$44,015,971	\$44,015,971
Expenditures			
ACCOUNTING AND AUDIT	15,000	7,000	7,000
PROFESSIONAL SERVICES - LEGAL	187,898	180,597	180,597
PROFESSIONAL SERVICES - OTHER	664,555	476,391	476,391
OTHER CONTRACTUAL SERVICES	221,131	98,715	98,715
CONSTRUCTION IN PROGRESS	36,143,184	33,461,079	29,065,747
OTHER GRANTS AND AIDS	2,670,564	2,813,471	2,813,471
INTERFUND TRANSFER (Administration)	683,510	716,400	716,400
INTERFUND TRANSFER (City of Miami)			4,395,332
OTHER CURRENT CHARGES AND OBLIG	7,030,935	6,162,318	6,162,318
BUDGET RESERVE	100,000	100,000	100,000
TOTAL EXPENDITURES	\$47,716,777	\$44,015,971	\$44,015,971
REVENUE LESS EXPENDITURES	-	-	0

Holland & Knight

701 Brickell Avenue, Suite 3000 | Miami, FL 33131 | T 305.374.8500 | F 305.789.7799
Holland & Knight LLP | www.hklaw.com

William R. Bloom
(305) 789-7712
william.bloom@hklaw.com

May 17, 2011

Jorge M. Fernandez, Jr.
Program Coordinator
Offices of Strategic Business Management
Miami-Dade County
111 Northwest First Street
Miami, Florida 33128

Re: Grant Agreement dated as of May 13, 2010 (the "Grant Agreement" by and between Southeast Overtown / Park West Community Redevelopment Agency (the "CRA") and Camilus House, Inc. ("Camilus House"))

Dear Mr. Fernandez:

Pieter Bockweg requested that I reply to your email of May 12, 2011 regarding the request from Dr. Ahr of Camilus House regarding the Grant Agreement. The Grant Agreement provides the \$10,000,000 grant to be paid in the amount of \$2,000,000 per year for a period of five consecutive years starting on March 15, 2011, subject to the satisfaction of certain terms and conditions as more particularly set forth in the Grant Agreement.

The Grant Agreement conditions payments to Camilus House on the County's approval of the CRA budget on an annual basis. The CRA has committed to Camilus House to include the grant in its annual budget, however, without the County agreeing that the \$2,000,000 a year line-item in the CRA budget is not subject to County approval on an annual basis, the lenders providing financing to Camilus House are reluctant to loan money to Camilus House. Camilus House is requesting a one time approval of the grant by the County so that the annual \$2,000,000 per year line item in the CRA budget for Camillus House will not be subject to further County approval.

It is our understanding that Camilus House has approached the County requesting that the County acknowledge that no further approval on an annual basis is required for the Camilus House grant to enable the CRA to include the \$2,000,000 line-item in its budget each year.

Jorge M. Fernandez, Jr.
May 17, 2011
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Please contact me if there are any questions.

Sincerely yours,

HOLLAND & KNIGHT LLP

William R Bloom

William R. Bloom

WRB:cs

cc: Pieter Bockweg
Dr. Ahr

**MIAMI-DADE COUNTY
BOARD OF COUNTY COMMISSIONERS
OFFICE OF THE COMMISSION AUDITOR**



Legislative Notes

Agenda Item: 8(L)1(C)
File Number: 111208
Committee(s) of Reference: Board of County Commissioners
Date of Analysis: June 13, 2011
Type of Item: Resolution

Summary

This item approves the following:

- FY2009-10 and FY2010-11 budgets for the Southeast Overtown Park West Community Redevelopment Agency (SEOPW CRA); and
- Use of Tax Increment Financing (TIF) funding by the City of Miami and the Southeast Overtown Park West Redevelopment Agency for the Camillus House Project, in an amount not to exceed \$10 million.

The following lists the proposed budgets for the SEOPW CRA:

Fiscal Year	Proposed Budget
2010-2011	\$29,577,142
2009-2010	\$27,321,927

The FY2009-2010 CRA budget was presented to the BCC on October 5, 2010 and was deferred at the request of the CRA to reflect an amendment to the budget to reallocate \$5,271,317 reimbursing the City for advances given to the CRA for administrative expenses.

According to the Office of Strategic Business Management (OSBM) staff, the first SEOPW budget approved by the Board of County Commissioners (BCC) was for FY2008-09 in the amount of \$20,986,387, on June 2, 2009, through R-682-09. Although the SEOPW was created in 1981, the BCC has not received budgets from SEOPW for approval until the SEOPW CRA redevelopment plan was amended on July 21, 2009, through R-1039-09.

On May 13, 2010, the SEOPW CRA and Camillus House entered into a Grant Agreement to provide TIF funding for the Camillus House Project in an amount not to exceed \$10 million to be disbursed in \$2 million increments over a five (5) year period.

The contingency clause, in section 19 of the Grant Agreement, requires County approval of the annual operating budget for the CRA reflecting the grant. The City of Miami and the SEOPW CRA are requesting the County to consent to the use of TIF by the City and the SEOPW CRA for the Camillus House Project.

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Background

On July 21, 2009, the BCC approved amendments to the SEOPW CRA to expand the redevelopment area and extend the life of the CRA (Resolution R-1038-09 and R-1039-09). Additionally, amendments to the SEOPW CRA Redevelopment Plan and the Interlocal Agreement between the County, City of Miami and the SEOPW CRA commitments to fund certain projects identified as Camillus House, Mamma Hattie’s House and Alonzo Mourning Charities, Inc.

All CRAs are required to submit an annual budget to the BCC for approval per their interlocal agreement. The Administrative Expenditures for FY2009-2010 and FY2010-2011 budgets for SEOPW CRA is as follows:

Fiscal Year	Administrative Expenditures	Budgeted Expenditures	Percentage of Administrative Expenditures of Total Budget Expenditures
2009-2010	\$822,384	\$27,321,927	3%
2010-2011	\$600,000	\$29,577,142	2%

The administrative expenditures for the SEOPW CRA fall within the 20% cap as prescribed by each CRA in their interlocal agreement with Miami-Dade County.

However, there is a transfer in the amount of \$5,271,317 to the City of Miami for FY2009-2010, reimbursing the City for advances given to the CRA for administrative expenses.

Camillus House Project

The grant agreement between SEOPW and Camillus House, Inc. for the funding of the New Camillus House Center provides for the following:

- Relocation of the existing facility to be permanently closed and demolished;
- Camillus House, Inc., to relocate the people housed in the existing facility to the new facility;
- Camillus must not operate or participate in the operation of any homeless shelter or food distribution service in the redevelopment area, other than the new facility and phase 2, once the new facility is completed;
- Camillus will provide 350 construction jobs relating to the construction of the new facility and will create 100 permanent jobs upon its completion;
- Camillus to include preliminary sources and use of funds for the new facility that includes the following from Miami-Dade County: GOB (Project No. 223) \$2,500,000, CDBG \$611,000 (expended), CDBG \$336,000, Surtax \$1,600,000 (loan) and Surtax \$400,000 (pending reallocation).
- Camillus to implement a Community Outreach program; and
- Camillus to implement an Apprenticeship Program to facilitate the hiring of residents of the redevelopment area and residents living within five (5) miles of the new facility.

Additional Information

On February 1, 2011, the BCC approved Resolution R-101-11, a resolution urging the Florida Legislature to pass legislation providing local governments with greater oversight and control over CRAs, including, the authority to approve CRA budgets, retain surplus Tax Increment Financing (TIF) funds at the end of each CRA’s fiscal year and terminate CRAs.

Comments and Questions

The Office of Commission Auditor posed the following questions, followed by their responses, to the Miami Community Redevelopment Agency staff relating to the status of certain projects being considered by the SEOPW CRA:

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- What is the status of the Frederick Douglass Elementary Project? If approved, what is the budgeted amount of the project? ***SEOPW CRA is in negotiations with the Miami-Dade County School Board for improving conditions of the dilapidated school, no budget has been established.***
- What is the status of Roots in the City program? If the project is approved, what is the budgeted amount for the project? ***The program was eliminated this year.***
- What is the status of the Summer Youth Program? If the project is approved, what is the budgeted amount for the project? ***The program was approved this year for \$322,317.***
- What is the total budget for Camillus House Project? ***\$83 million.***

Prepared By:

Mia B. Marin

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