

**City of North Miami Beach  
Community Redevelopment Agency**



***Community Redevelopment Agency Board of Commissioners:***

Chairman George Vallejo  
Commissioner Anthony DeFillipo  
Commissioner Phyllis S. Smith  
Commissioner Beth E. Spiegel  
Commissioner Frantz Pierre  
Commissioner Barbara Kramer  
Commissioner Marlen Martell

**Date:** February 27th, 2014

**Time:** 6:00 PM

**Location:** 2<sup>nd</sup> Floor Council Chambers, City Hall  
17011 NE 19<sup>th</sup> Avenue, North Miami Beach, Florida 33162

**AGENDA**

1. Call to Order / Roll Call
2. Approval of Minutes: December 17th, 2013
3. Façade Applications
  - a. Women & Teens Health Clinic
  - b. Sara Stricklan Trust/V. Dante
  - c. Law Office of Ivan Schertzer
4. Update on CRA Loan
5. Review & Approval of CRA Amended Budget
6. Review & Approval of RMA Amended Contract
7. Review & Approval 2013-14 CRA Implementation Plan

8. Update on CRA Activities

- a. CRA Brokers' Spring Event
- b. Miami Dade County Budget Approval
- c. CRA Sewer Project Update (163<sup>rd</sup> Street & NE 20<sup>th</sup> Avenue)

9. Next CRA Board Meeting: March 27th, 2014

10. Adjournment

**CITY OF NORTH MIAMI BEACH  
BOARDS AND COMMITTEES MEETING MINUTES**

**NAME OF BOARD/COUNCIL:** COMMUNITY REDEVELOPMENT AGENCY, BOARD OF COMMISSIONERS

**NAME OF PERSON PREPARING SUMMARY:** K. MCGUIRE, PROTOTYPE

**NAMES OF STAFF, AND INVITED GUESTS PRESENT:** CRA COORDINATOR RASHA CAMEAU, CITY MANAGER / CRA DIRECTOR ANA GARCIA, CITY ATTORNEY DARCEE SIEGEL, ECONOMIC DEVELOPMENT CONSULTANT KEVIN CROWDER, CHRIS BROWN, SHARON MCCORMICK

**BOARD MEMBERS:** COMMISSIONER/CHAIR VALLEJO, COMMISSIONER DEFILLIPO, COMMISSIONER KRAMER, COMMISSIONER MARTELL, COMMISSIONER PIERRE, COMMISSIONER SMITH, COMMISSIONER SPIEGEL

**TYPE OF MEETING:** REGULAR MEETING      **DATE:** December 17, 2013

**MINUTES**

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**AGENDA ITEM 1 - Call to Order / Roll call:** 5:00 p.m.

**Roll Call:** Roll was taken at 5:21 p.m. It was noted a quorum was present.

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**AGENDA ITEM 2 – Approval of Minutes: August 27, 2013.** A motion was made, and duly seconded, to approve the minutes of the August 27, 2013 meeting. In a voice vote, the motion passed unanimously (7-0).

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**AGENDA ITEM 3 – Approval of Minutes: October 24, 2013.** A motion was made, and duly seconded, to approve the minutes of the October 24, 2013 meeting. In a voice vote, the motion passed unanimously (7-0).

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**AGENDA ITEM 4 – Review and Approval of the Economic Development Consultant Service Agreement: Redevelopment Management Associates (RMA).** Ms. Cameau explained that since the previous year, Economic Development Consultant Kevin Crowder’s firm has merged with Redevelopment Management Associates (RMA). The updated agreement also includes a new scope of services, which includes an additional \$20,000 for branding, marketing, and discussion of the City’s and CRA’s identities as economic development issues. The contract total is \$45,000, with a monthly payment of \$3750.

The Board members discussed the expense associated with branding and marketing, which will be provided by RMA. This expense includes 30 hours per month allocated to marketing, redevelopment, special event programming, and public/private partnership assistance. Mr. Crowder advised that the 2013-14 CRA Implementation Plan will support both City-wide and CRA-specific branding efforts and the City’s Strategic Plan. The CRA Implementation Plan is intended to aggressively publicize incentives and efforts within the CRA, including branding and marketing. City Manager Ana Garcia emphasized the importance of a seamless marketing effort between the CRA and the City as a whole in order to encourage economic development.

The Board discussed amendments to the scope of services, such as the inclusion of some services in the scope rather than as potential additional expenses.

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**AGENDA ITEM 5 – Review & Discussion of 2013-14 CRA Implementation Plan.** Mr. Crowder showed the Board a PowerPoint presentation reviewing the CRA Implementation Plan, which seeks to proceed with a market-driven effort to assist small business, create jobs, and attract development within the CRA. Areas of focus in 2013 included the following:

- Promote an identity that encourages business investment;
- Attract new business and major capital investment;
- Assist small businesses; and
- Policy decisions.

Mr. Crowder reviewed some of the previous year’s accomplishments, including adoption of a tenant improvement grant program and a tax increment financing (TIF) rebate, proposal of a mixed-use overlay zoning district, improvements on 163<sup>rd</sup> Street, and repeal of a waiting period attached to zoning changes, among others. These

changes have led to increased interest in the City by developers and investors. The addition of RMA's services to the proposed 2014 contract will bring a focus on marketing, incentives, CRA planning, urban design, and other significant aspects of the implementation plan.

The 2013-14 Implementation Plan will be presented to the Redevelopment Advisory Board in December and brought back to the CRA Board in January, including timelines, tasks, and budgets for each item included in the plan. Mr. Crowder briefly reviewed these items, which include a realistic five-year finance plan, development of an identity for the City and improvement of its image and reputation, public relations and marketing, and public realm improvements. He emphasized the need for a mixed-use zoning overlay district, and noted that the potential Tri-Rail station on 164<sup>th</sup> Street could act as a catalyst for additional redevelopment and investment within the City and the CRA. He concluded that ways to assist small businesses include working with Code Enforcement, parking and infrastructure issues, and the façade and tenant improvement programs, among others.

Sharon McCormick of RMA addressed the issue of branding as it relates to economic development, citing examples of successful branding efforts the firm has achieved in other cities. She described this process as the creation of a sense of place, which can be achieved by research into the areas, outreach through social media, and special events and activities within the communities. Mr. Crowder reiterated that support of a mixed-use zoning overlay would be an important next step for the CRA and the City.

The Board members discussed the presentation and the CRA Implementation Plan, including identification of how North Miami Beach might be successfully branded and the importance of bringing in new business. It was noted that the City's canal is considered its best underused asset. Mr. Crowder emphasized the importance of partnership between the CRA and the City's planning, community development, and capital improvement efforts, which will identify the infrastructure necessary to support new business and growth. Ms. Garcia noted that representatives of these City Departments also work with RMA, and confirmed that the City's budget will comprehensively address these needs.

The members also discussed a timeline for the CRA Implementation Plan and performance measures that will show the Plan's progress. Mr. Crowder explained that a 12-month work plan, including specific tasks, assignments, and deadlines, will be developed into an implementation matrix, which will be presented to the Board on a monthly basis in 2014. Chris Brown of RMA cited examples of their success in the city of Oakland Park over the past two years, including the development and branding of that city's culinary arts district and the attraction of related business and industry.

Ms. Garcia added that it is important to invest in infrastructure and parking throughout the City as well as within the CRA in order to attract economic development. Improvements begun within the CRA are likely to spread throughout the City. Mr. Crowder noted that a great deal of the work done over the previous year has focused on driving new investment through the implementation of incentives, such as the TIF rebate program; next steps include removing obstacles in the planning and zoning process. He cautioned that new development will not occur right away, and that a City-wide branding and strategic planning effort is very important in addition to branding and planning within the CRA. Ms. Garcia added that special events will draw attention to the foundation for improvements being laid within the City, which can attract investors to participate in the early stages of redevelopment.

Commissioner Martell remarked that the combination of schools, parks, and water often contributes to urban development. She pointed out that these attributes exist on or near Hanford Boulevard, but have not been fully developed or connected as part of a city center in the past. Commissioner Spiegel noted that a Healthy Heart Walk is planned along the canal in February 2014, which could contribute to the branding of the area.

A motion was made by Commissioner Smith, and duly seconded, to accept the contract with the [two amendments] as stated. In a voice vote, the motion passed unanimously (7-0).

Ms. Cameau noted that the CRA Implementation Plan will be reviewed further with the Redevelopment Advisory Board and will be presented to the CRA Board for approval in January 2014. Mr. Crowder added that the Board members will be able to review the Plan and reach out to him with further comments and suggestions prior to the

next meeting.

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**AGENDA ITEM 6 – Review & Approval of Interior Renovation Application Guidelines.** Ms. Cameau recalled that this tenant improvement grant program will provide a 50% match of the property owner's tenant improvement allowance up to \$10/sq. ft., with a maximum grant of \$25,000. This program may be used in conjunction with the façade grant program, with the combined grant not to exceed \$25,000; however, the CRA Board may increase this maximum amount at their discretion. The grant will be available to new businesses and to existing businesses that are expanding by more than 50%. Eligible improvements are those that would remain if a tenant moved out of the property. Should the property owner sell within four years of a project's completion date, the grant must be repaid to the CRA.

The Board members discussed the guidelines, including the possibility that consecutive tenants may wish to make improvements to a given property. It was clarified that the \$25,000 maximum is per property rather than per tenant, although Mr. Crowder noted that this could be changed if the Board wished, as it could limit the improvement available to a strip center. Chair Vallejo emphasized that the Board would need discretion to make exceptions in special cases, such as more than one business existing on a given property; however, Commissioner Smith pointed out that owners have taken advantage of grant programs in the past to make improvements to multiple bays, and stated that the Board should be able to limit the amount granted to individual storefronts on the same property. City Attorney Darcee Siegel clarified that as the program is currently written, property owners may allocate their grant funds to multiple tenants.

A motion was made by Commissioner Spiegel, seconded by Commissioner Smith, to approve the interior renovation application guidelines.

Ms. Siegel read the following into the record:

CRA Policy Resolution 2013-6: A resolution of the North Miami Beach Community Redevelopment Agency Board approving incentive guidelines for the interior improvement grant program, authorizes the CRA Executive Director to take any and all actions necessary to implement such guidelines in accordance with the Board's intentions and approvals, and providing an effective date.

In a voice vote, the motion passed unanimously (7-0).

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**AGENDA ITEM 7 – Next CRA Board Meeting: January 23, 2014.** It was noted that this meeting will convene at 6 p.m.

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**AGENDA ITEM 8 – Adjournment.** There being no further business to come before the Board at this time, the meeting was adjourned at 6:28 p.m.

# North Miami Beach CRA Facade Improvement Grant Application

Date 10/18/13

## Name and Type of Business

Women + teens Healthcare.  
MEDICAL CENTER

## Location of Business (Street address, name of building if applicable)

16870 N.E. 15TH Ave, NMB  
16876 N.E. " " "  
16880 N.E. " " "  
33162,

## Name/Address of Property Owner

SILVESTER BRAITHWAITE MD  
STILL AIMING HIGH LLC  
16876 N.E. 15TH Ave  
N.M.B. FL. 33162

## Property Owner Phone

954-347-0070

## Applicant's Mailing Address

16876 N.E. 15TH Ave  
N. MIAMI BEACH. FL.  
33162

## Email Address

DRBRAITHWAITE@MAC.COM

## Property Folio # (s)

16870 07-2209-023-0010  
16880 -07 2209023 0020  
16876 -07-2209023-001

Total Cost of Project \$

\$6,500

Requested Grant Amount \$

\$3,250

Reviewed by Sose Conio for technical and  
Carlos Rivero, Planning + Zoning

General description of proposed improvement:

- Facade
- Siding
- Walls/Fencing
- ADA improvements
- Pedestrian amenities
- Windows/Doors
- Awnings/Canopies
- Lighting
- Painting
- Signage
- Detached monument signs
- Sidewalks/Surface Parking
- Landscape

Other details: Attach sheet if needed.

**APPLICATION MUST BE ACCOMPANIED BY THREE (3) BONA FIDE BIDS FROM LICENSED CONTRACTORS FOR THE WORK TO BE COMPLETED UNDER THIS PROGRAM. THE LOWEST OF THE THREE BIDS WILL BE CHOSEN.**

Signature of Property Owner RA Braithwaite

Print Name of Property Owner Dr. Sylvester Braithwaite

Date 12/2/13

## **Proposed Scope of Work**

Please provide a brief, general description of the work to be performed, materials to be used, color and material samples (if applicable).

- **Exterior Walls** (Includes facade (if applicable) structural, decorative and non-functional elements)
  
- **Siding**
  
- **Windows/Doors**
  
- **Awnings/Canopies**
  
- **Walls/Fencing**
  
- **Lighting**
  
- **Painting**
  
- **ADA Improvements**

- Signage/Detached Monument signage

- Sidewalk/Surface Parking Improvements

*Paving + seal coating of parking lot.*

- Pedestrian Amenities

- Other Proposed Use

**Attachments:**

**The following attachments are required:**

- Current survey of property
- Site Plan
- Existing Elevation Drawings/Pictures
- Proposed Elevation Drawings/Renderings
- Schematic drawings illustrating proposed work, or pictures with project description outlines.
- Permitting Department Review.
- Three bids for work to be completed.

**Grant Funds Usage**

**PLEASE NOTE: ARCHITECTURAL FEES, SURVEY FEES, PERMIT FEES, ETC ARE NOT ELIGIBLE FOR REIMBURSEMENT.**

**Signage Cost:** \$  
 Removal  New  Altered/Repaired

**Awning Cost:** \$

**Painting Cost:** \$  
Square feet \_\_\_\_\_

**Cosmetic Alteration Cost:** \$  
Describe:

**Other Cost:**  
\_\_\_\_\_  
\$  
\_\_\_\_\_  
\$  
\_\_\_\_\_  
\$

**Structural Alteration Cost:** \$  
Describe:

**Total Project Cost:** \$

**Amount Requested** \$  
**(Not to Exceed 50% of Total Project Cost)\*:** \$

*\*Grantee is solely responsible for securing & paying for any permits  
I hereby submit this application for a Facade Improvement Grant. I understand that these must be approved by the City of North Miami Beach CRA and no work should begin until I have received written approval from the CRA. I also understand that the grant funds will not be paid until the project is completed and a CC or CO is obtained.*

Signature of Applicant/  
Property Owner PA - Smith

Date 12/2/13

**Please submit this checklist as part of your application**

**NOTICE TO APPLICANTS:  
THE CRA AND THE CITY OF NORTH MIAMI BEACH MAY REQUIRE THE FOLLOWING:**

**Improvements**

**SIGNS/DETACHED MONUMENT SIGN:**

- Provide a color rendering of the design chosen.
- Include specifications as to the size and width of the sign.
- Note how and where the sign will be hung on the building.
- Make sure the design and size comply with City codes.
- Submit at least three written bids from sign companies.

**AWNINGS:**

- Provide information about color and style of awning chosen. Remember, awning selection must take into account the architectural style of the building.
- Note where awning will be placed on building.
- Provide sample of material and color rendering.
- Submit three written bids as required.

**PAINT: (provide color rendering)**

- Provide samples of the colors chosen.
- Mark the location of body colors and accent colors.
- Submit three written bids as required.

**COSMETIC IMPROVEMENTS:**

- Provide pictures and/or samples of the accessories (such as lighting, planter boxes, etc.)
- Submit written bids from three licensed contractors.

**STRUCTURAL AND EXTERIOR FACADE ALTERATION:**

- Provide a rendering of major changes.
- Provide all applicable items from Minor Improvements list above.
- Provide building and construction details, diagrams, and signed and sealed engineering or architectural drawings, as appropriate in accordance with City requirements.
- Submit three written bids from licensed contractors.

INDEMNITY AND HOLD HARMLESS AGREEMENT

Dr. Braithwaite (the Property Owner) agree(s) to indemnify and hold harmless the City of North Miami Beach and the North Miami Beach Community Redevelopment Agency and their elected officials, commissioners, officers, employees, agents or instrumentalities (collectively the "Indemnified Parties"), from any and all claims, liabilities, demands, suits, causes of actions or proceedings of any kind or nature, losses or damages including attorneys' fees and costs (at both the trial and appellate levels), which the Indemnified Parties may incur arising out of the negligent acts, errors, omissions, intentional acts, or any other cause in connection with, related to or resulting from the Property Owner's participation in the North Miami Beach CRA Facade Improvement Grant Program including but not limited to, any claims for personal injury or property damage from the work performed as part of the project and including, without limitation, any third party claims and claims made by or against Property Owner's contractors and their subcontractors. The obligation to indemnify and hold harmless specifically includes claims, liabilities, demands, suits, causes of actions or proceedings arising from the acts or omissions of the Indemnified Parties including the failure of the North Miami Beach Community Redevelopment Agency to fund the grant due to funding unavailability for any reason. The Property Owner shall pay claims and losses in connection with the all of the foregoing and shall investigate and defend all claims, suits, or action of any kind or nature, including appellate proceedings in the name of the applicable indemnified party, and shall pay all costs and judgments and attorney's fees and costs which may issue thereon at both the trial and appellate levels. The parties agree that this Indemnity and Hold Harmless Agreement, and its underlying obligations, will be construed under Florida law. The Property Owner further agrees not to contest jurisdiction nor venue in the courts situated in Miami-Dade County, Florida. In consideration of being granted monies for restoration, modifications, signage, or other physical changes to the property located at the above address, the Property Owner is solely responsible for providing contractors and subcontractors, and assuring that contractors and subcontractors are fully insured and licensed and have obtained all necessary permits in accordance with City and County regulations.

Property Owner agrees that this Indemnity and Hold Harmless Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida and that if any portion of the Agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Property Owner further states that he/she/it has carefully read the above Indemnity and Hold Harmless Agreement and knows its contents and signs this Agreement as Property Owner's own free act. Property Owner's obligations and duties hereunder shall in no manner be limited or restricted by the maintaining of any insurance coverage related to the above referenced event. The undersigned hereby represents and warrants that he/she has full and legal authorization to enter into this Agreement and be obligated thereby.

Dated this 2 day of December 2013.

Property Owner  
Signature [Signature] Print Name Sylvester Braithwaite

Witness [Signature] Print Name Laura Arroyo

# Pavement Maintenance Proposal

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## Women and Teens Healthcare

Laura Arroyo

**Project:**

**Parking lot improvements**

16876 NE 19th Ave  
North Miami Beach, FL 33162

**1800asphalt**  
a Parking Lot Services Company

Jay Rosenberg  
Sales Person

# Service Provider Information

## Company Info

**1800asphalt**  
a Parking Lot Services Company

1-800 Asphalt, Inc.  
1309 SW 21st Terrace  
Fort Lauderdale, Florida, 33312

P: 954-588-4467  
F: 8666268754  
[www.1800asphaltinc.com](http://www.1800asphaltinc.com)

## Contact Person

Jay Rosenberg  
Sales Person  
[jrosenberg@1800asphaltinc.com](mailto:jrosenberg@1800asphaltinc.com)  
Cell: 561-983-2527

## About Us

**1-800-Asphalt, Inc.** is committed to solving problems with the design, maintenance and construction of asphalt and concrete services throughout Florida. We understand that delivering on the needs of you, or customer, is what matters the most.

We have been providing all aspects of pavement maintenance and construction for more than 20 years. You will see that our use of technology will provide efficiencies that enable very competitive pricing as well as many references of commercial, industrial and municipal market we will share.

We look forward to demonstrating how we can make your life easier by using the services of 1-800-Asphalt, Inc.!

# Proposal: Parking lot improvements

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## New Asphalt Pavement | Overlay

1. The area under consideration for new asphalt surface comprises approx. 2,850 square feet.
2. All areas will be barricaded before, during and after this project.
3. In order to make sure that the new surface meets existing surfaces flush, we will remove existing pavement where it meets utility lids, concrete aprons, dumpster pads etc to create the smoothest transition possible.
4. All surfaces to be paved will be cleaned of all loose materials.
5. **PrePave Leveling** : Our firm will level low and depressed areas by installing **2 tons** of asphalt leveling surface. This is a very important process that will enable minimization of standing water.
6. We will prime or tack coat
7. Our firm will machine install 1 inches of compacted thickness hot (Type SIII) surface asphalt, with all work being completed in 1 trip(s). **Vital to note that all work we specify is the final depth, not the depth prior to compaction.**
8. **Parking Blocks**: This proposal includes the setting aside and replacing 12 parking blocks/chalks. We will do everything possible not to damage any parking block, however if they are currently damaged moving them will cause possible future damage, of which will be an additional charge.
9. NOTE: Includes up to 50 sq ft asphalt patching in remainder of parking lot if done at the same time as the overlay.

Total Price for this item: \$3,380.00

## Sealcoating Specification (remainder of lot)

1. The area under consideration comprises approx. **5,319 square feet**.
2. Our firm will complete this project in **1 trip(s)**.
3. To complete this project with minimal disruption to your operation, we have included the work to be complete on a **Weekend**.
4. It is the owners responsibility to have all material, cars, equipment etc removed from the area where the work will take place.
5. We will barricade all areas where we will be working.
6. All surface will be cleaned of all loose material, weeds, grass and dirt so that the material will adhere to the existing surface.
7. **Oil Spots** will be scraped, cleaned, and then we will install latex based emulsion to help prevent oil & gas bleeding up through the freshly applied sealant.
8. We will install your sealant by Spray application.
9. **Additive**: We will be using **Neyra -ArmorFlex** as per the manufacturers specification.
10. **Sealant Material**: Our firm will install **2 coat(s) of Neyra (Tarconite)** pavement sealer as per the attached manufactures specification link.
11. This process will carry a 1 year warranty.
12. **Highly Recommended**: For Optimum performance and durability a third coat should be sprayed at main drives, intersections, entrances / exits, if elected add \$.04 to totaling sq. ft. for requested 3rd coat areas (see attached specifications).

Total Price for this item: \$995.00

## Concrete Verticle (Trenched) Modified "D" Curb

1. **Barricading** : All areas will be barricaded before, during and after the project. It is the owners responsibility to make sure all barricades remain effective after our crews leave the jobsite.

## Proposal: Parking lot improvements

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2. Cut, remove and haul away existing extruded curb in two areas totaling 65 l/f.
3. Install new concrete 6"x 12" **trenched curb** w/ 2 #3 rebar in areas totaling 110 l/f. This includes the area to include two realigned and protected parking spaces.
4. We will form, place and finish to match existing concrete with 3,000 psi AE concrete.
5. Spread existing trenched material behind new curbing areas, if trenched material is to be hauled away add \$.38 per/l/f of curb.

Total Price for this item: \$2,250.00

### Line Striping

1. Our firm will restripe the parking lot area as per the existing layout.
2. All work will be performed so that there is minimal interruption to your facility.
3. If sealcoating, we will stripe parking area after the sealcoating material has cured.
4. 23 Regular parking spaces (two spaces to be realigned as pull in versus parallel parking).
5. 1 H/C spaces and walkway
6. Scrape all concrete car stops to remove loose paint, dirt and debris prior to repainting.
7. Replace five broken or missing car stops
8. Repaint all existing concrete car stops.

Total Price for this item: \$650.00

# Proposal: Parking lot improvements

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## Area for overlay Ex. I



**Notes:**

# Proposal: Parking lot improvements

## Area for Overlay Ex. II



**Notes:**

# Proposal: Parking lot improvements

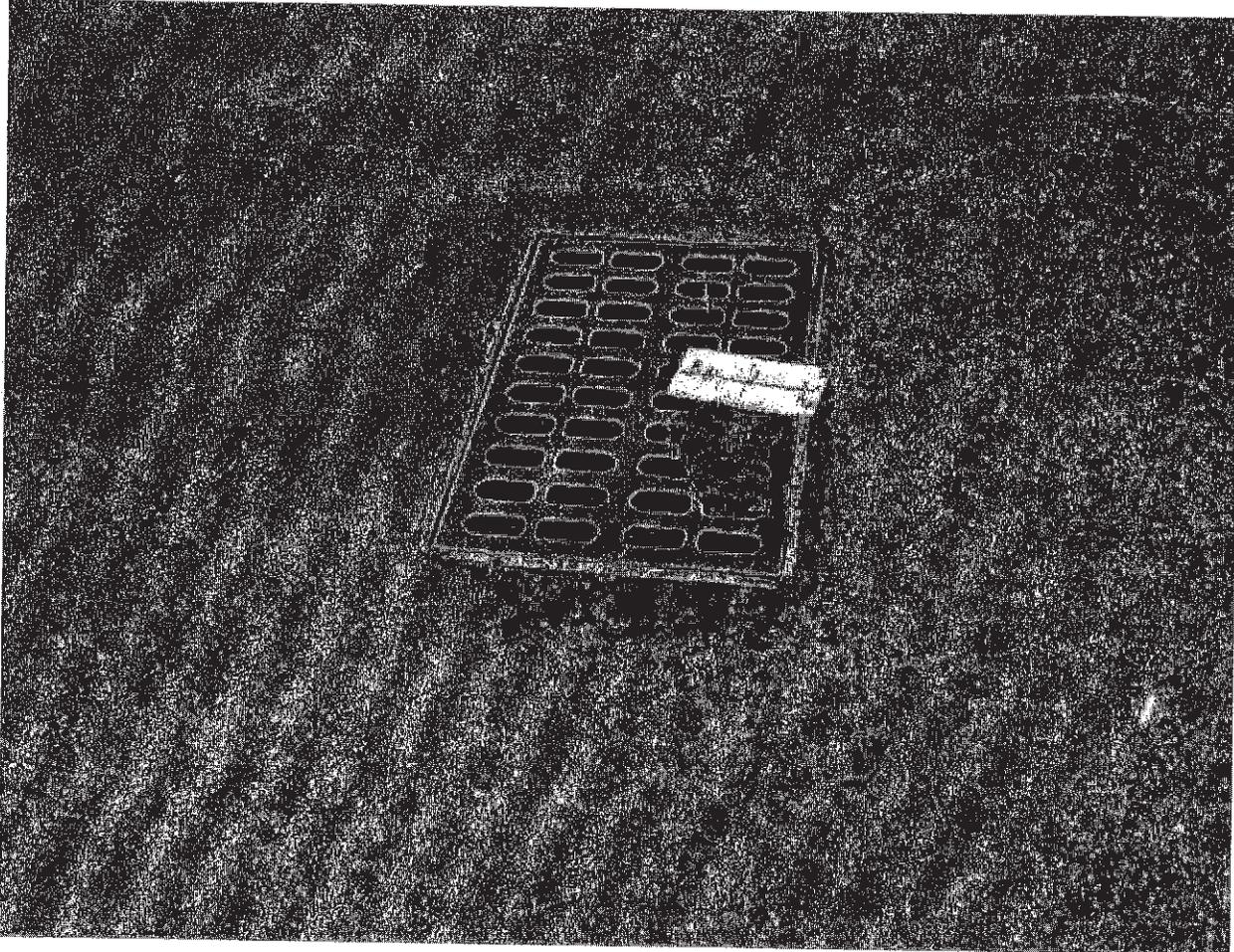
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## Damaged curbing



**Notes:**

**Pavement damage**



**Notes:**

**Realigned spaces**



**Notes:**

# Price Breakdown: Parking lot improvements

Please find the following breakdown of all services we have provided in this proposal. This proposal originated on October, 20, 2013.

Item	Description	Cost
1	New Asphalt Pavement   Overlay	\$3,380.00
2	Sealcoating Specification (remainder of lot)	\$995.00
3	Concrete Verticle (Trenched) Modified "D" Curb	\$2,250.00
4	Line Striping	\$650.00
<b>Total</b>		<b>\$7,275.00</b>

## Payment Terms

Customer agrees to the following:

I am authorized to approve and sign this project as described in this proposal as well as identified below with our payment terms and options.

35% of entire contract amount prior to commencement, an additional 30% of entire contract amount when 50% of contract price of each line item is completed; balance is due upon completion of each line item. In cases of punch list items or pending final inspections on permits, customer can withhold a maximum of 10% retainage until job is completed in full. If balance not paid within 30 days of completion of work, there will be a finance charge of 1.5% per month applied to remaining balance.

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

\_\_\_\_\_  
 Laura Arroyo / Office Manager  
 Women and Teens Healthcare  
 16876 NE 19th Ave  
 North Miami Beach, FL, 33162  
[laura@womenandteens.com](mailto:laura@womenandteens.com)  
 C: 786-309-1002  
 O: 305-895-5555

\_\_\_\_\_  
 Jay Rosenberg / Sales Person  
[jrosenberg@1800asphaltinc.com](mailto:jrosenberg@1800asphaltinc.com)  
 C: 561-983-2527  
 1-800 Asphalt, Inc.  
 1309 SW 21st Terrace  
 Fort Lauderdale, Florida, 33312  
 P: 954-588-4467  
 F: 8666268754  
[www.1800asphaltinc.com](http://www.1800asphaltinc.com)

# Proposal: Parking lot improvements

## Contract Terms & Conditions

1. A Permit Processing fee of \$495.00 will apply if requesting a city permit for work to be performed. If additional visits are needed to process the permit, there will be an additional charge of \$85 per visit. If yes, Owner to provide 5 sets of plans & Owner to pay permit fees. Permit to be submitted by 1-800 Asphalt, Inc. .... Yes\_\_\_\_\_ No\_\_\_\_\_
2. If the applicable Building Department requires additional work other than described, those costs are not included.
3. Work areas will be barricaded, but cannot guarantee trespassing of others in work areas.
4. Final Field Measurement Prevail: Areas to be marked by 1800 Asphalt, Inc., prior to mobilization.
5. All cars must be removed prior to arrival. Any delay or downtime due to blocked access of any area where work is to be performed; there will be a charge of \$150.00/hour.
6. This contract/proposal is subject to review if not accepted within thirty calendar days. If contract is not executed within 30 days of acceptance, contract pricing will be subject to review for possible material price increases.
7. In the event of legal dispute, the venue shall be Broward County and prevailing party shall get court costs and legal expenses
8. Person signing contract represents and warrants that they are the record or have the authority to bind the record owner to the contract. Such representation is made with the intent that 1-800 Asphalt Inc., relies on it.

## Sealcoating Commercial | Owners Resp & Conditions

1. **Rain:** If it's raining the day of scheduled service, assume we aren't coming and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact your representative. We monitor the weather closely and can generally predict this very well. In the event that an unexpected storm happens, we will touch up any areas where sealer has not bonded.
2. **Sprinklers:** should be off 24 hours prior until 48 hours after service. Avoid lawn cutting during this same period of time. The surface must be dry for our arrival. Areas where the newly sealed pavement is wet may wear prematurely.
3. **Site Services:** The owner is responsible to notify all landscapers and garbage companies to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
4. **Barricaded Parking Lot:** It is vital that all vehicals are removed from our area of work no later than 7:15 am, unless otherwise agreed. As you can imagine, our project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged prior to the start of any work and must be on call to remove cars from the scheduled work zone. If any cars are left on the area of work, we cannot be held responsible for any damage to the vehicles.
5. **Pavement Sealer:** will take a minimum of 30 days to fully cure and is sensitive to animal droppings, tree droppings; water stains from irrigation systems, ponding water & tire markings during this time. This is normal and no reason to be concerned, it will fade over time. Areas of shade will take longer to dry and cure then areas in the direct sunlight. In standing or sitting water areas, sealcoat material will possibly fade faster than all other areas depending on the amount of water and how long it takes to dissipate.
6. **Driving on Surface:** Once you start driving on sealed surface, avoid turning your wheels unless your car is moving. We understand this may be difficult to do, but understand that when wheels are turned on a freshly sealed parking lot, scuffing and turn marks will be evident, no worries in time they will blend in with surrounding surface.
7. **Overspray on Grass:** where grass meets your pavement, you may expect a small "drift spray" of pavement sealer. This is normal and will disappear generally after the next mowing.
8. **Weeds:** It is important to note that we have proposed all work at the time of the assessment. If you decide to do work 3 months after we look at the project, if your parking area has developed excessive weeds in the cracked areas as well as the edge lines for any reason, there may be additional costs for treatment & removal.
9. **Trip:** Sealcoating price is good for specified number of trips. If any additional trips are requested; an extra \$450 per trip will apply.
10. **Patch Areas:** We will not be Sealcoating on large new asphalt patched areas over 50 sq. ft.; we must allow new asphalt pavement surfaces to cure so that there is no concentration of oils on the surface for a period of at least 90 days at +70 °F daytime temperature. We will come back and sealcoat this asphalt w/ 1 coat squeegee application for an additional cost, if requested.
11. **Spray:** Asphalt surface (2 coats) and squeegeed around carstops, curb edges, sidewalk edges (1 coat).

# Proposal: Parking lot improvements

---

## Paving Notes:

1. Paving or overlaying your property will result in industry standard seams that are a result of the paving machine, these visual seams are inevitable but will blend over time. Power steering marks may occur when cars turn their wheels while in one place, overtime these marks should blend in.
2. Striping on new asphalt will also appear lighter due to the asphalt being porous.
3. Due to existing drainage conditions, we cannot be responsible for sitting and standing water, damage to underground utilities or removal of construction debris other than debris related directly to the scope of work.
4. Engineering, Surveys, and compaction testing is not included (by others).
5. New asphalt pavement is subject to scuffing and marking until fully cured.

## Misc. Notes:

1. If Tree Bio-Barrier (root barrier) is installed add \$14.50 per l/f installed. (Minimum of 100 l/f)
2. Thermoplastic Paint is not included. if builldng department requires thermoplastic those cost will be extra.
3. Due to age and condition of existing carstops, we cannot guarantee that they will not break upon removal
4. Irrigation repairs and sod replacement is not included.
5. Surveying, engineering, compactions testing is not included
6. Drainage, silt fencing, sidewalks, pavers, detectable warnings, are not included
7. If installation of new concrete carstops w/ rebar pins add \$32.50 per carstop
8. If cutting or pruning roots, we cannot be responsible for tree survival or destabilization.
9. Not responsible for damage to underground utilities.
10. If carstops to be painted (no stencils) add \$4.00 ea.

# Attachments

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Please click any of the links below to view and print all documents.

## Company Attachments

[Armorflex](#)

[Econ Tarconite](#)

[Gen Lia & Workers Comp](#)

[Tarconite Brochure](#)

[Tarconite MSDS](#)

[Tarconite Product Info](#)

[Warranty Letter](#)

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## Detail by Entity Name

**Florida Profit Corporation**  
1-800-ASPHALT, INC.

**Filing Information**

Document Number	P11000020701
FEI/EIN Number	275458118
Date Filed	02/28/2011
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/23/2012
Event Effective Date	NONE

**Principal Address**  
1309 SW 21ST TERR  
FT. LAUDERDALE, FL 33316  
Changed: 10/23/2012

**Mailing Address**  
1309 SW 21ST TERR  
FT. LAUDERDALE, FL 33316  
Changed: 10/23/2012

**Registered Agent Name & Address**  
VELLA, KENNETH  
1309 SW 21ST TERR  
FT. LAUDERDALE, FL 33316  
Name Changed: 10/23/2012  
Address Changed: 10/23/2012

**Officer/Director Detail**

**Name & Address**

Title PVST

VELLA, KENNETH S  
1309 SW 21ST TERR  
FT. LAUDERDALE, FL 33316

**Annual Reports**

Report Year	Filed Date
2012	10/23/2012
2013	04/15/2013

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State of Florida, Department of State

<a href="#">04/15/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/23/2012 -- REINSTATEMENT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/28/2011 -- Domestic Profit</a>	<a href="#">View image in PDF format</a>

A & J Asphalt & Pavers Corporation

7060 Tyler Street  
Hollywood FL 33024

Phone # 786-663-4143 drivewayimpressions@yahoo.com

# Estimate

Date Estimate #

10/8/2013 0503

**Name / Address**

Women and Teens Clinic  
16876 NE 19th Ave  
N Miami Beach, FL 33162

**Project**

Description	Qty	Rate	Total
Mill edges of asphalt parking spaces in rear of clinic to match new level of overlay		6,500.00	6,500.00
Sweep parking area with power blower			
Tack entire parking area			
Overlay 1" with hot asphalt type III D.O.T approved 2,600 SQ FT			
Compact with roller			
Stripe 10 parking spaces yellow with fast dry high traffic paint			
1 handicap parking space			
sealcoat side parking area of building			
stripe 8 parking spaces yellow			

permit fees are additional and are not included in this quote.

**Total**

\$6,500.00

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## Detail by Entity Name

**Florida Profit Corporation**  
A & J ASPHALT & PAVERS CORP

**Filing Information**

Document Number	P13000042905
FEI/EIN Number	NONE
Date Filed	05/14/2013
State	FL
Status	ACTIVE
Effective Date	05/09/2013

**Principal Address**  
7060 TYLER ST  
HOLLYWOOD, FL 33024

**Mailing Address**  
7060 TYLER ST  
HOLLYWOOD, FL 33024

**Registered Agent Name & Address**  
GUTIERREZ, ALEXIS M  
7060 TYLER ST  
HOLLYWOOD, FL 33024

**Officer/Director Detail**

**Name & Address**

Title P

GUTIERREZ, ALEXIS M  
7060 TYLER ST  
HOLLYWOOD, FL 33024

Title VP

GUTIERREZ, JOSE F  
7060 TYLER ST  
HOLLYWOOD, FL 33024

**Annual Reports**  
No Annual Reports Filed

**Document Images**

05/14/2013 -- Domestic Profit

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State of Florida, Department of State



October 8, 2013

Laura Arroyo  
16876 NE 19th Ave.  
North Miami Beach FL 33162  
OFC: 786-309-1002  
Email: [laura@womensandteens.com](mailto:laura@womensandteens.com)

RE: Women's and Teens Healthcare – Sealcoat, Stripe, Asphalt and Curbing Repairs

ATLANTIC SOUTHERN PAVING & SEALCOATING, LLC PROPOSES TO FURNISH ALL LABOR, MATERIALS & EQUIPMENT TO PERFORM THE FOLLOWING:

**1. PREPARATION**

- A. Clean entire area to be sealed with power blowers and hand brooms.
- B. **Customer is responsible for any "heavy cleaning"; otherwise Atlantic Southern Paving & Sealcoating, LLC will bill for this additional cleaning.**
- C. Oil-stained spots will be sealed with Oil Spot Primer (provides better adhesion through separation of oil spot area.)

**2. SEALCOATING**

- A. Apply two (2) spray coats of long lasting, Neyra Industries **Tarconite** Coal Tar Pavement Sealer up to 5,427 square feet, strictly to Manufacturer's and Federal specifications, with 3 pounds of Silica Sand per gallon with 2% Polymer Additive and applied at a rate of 1/8 gallon per square yard.

TOTAL:        1        Phase                    \$ 1,250.00

**NOTE:**

- **Customer Requests a Weekend Application**
- All cars are to be out of sealcoat phase by 7:30 a.m. the day of work or Tow truck will start towing at the expense of owner. If tow truck is provided by owner, the truck must be there by 8:00 a.m. or stand by time will be in effect. (See mobilization fee/stand by time note below)
- Mobilization Fee / Stand By time: \$250 per Hr with (4) Hr min in Broward County and (6) Hr min in Dade or Palm Beach County
- Unless otherwise specified, sealcoat perimeter will be to either the interior edge of the city sidewalk or the city right-of-way.
- Each phase of this work will require 48 hours from the start of the sealcoat application to the end of the required curing time. Any trespassing in designated construction area will void all warranties.
- Sealcoating will be completed in (1) phase.
- ATLANTIC SOUTHERN PAVING & SEALCOATING, LLC is not responsible for fixing damage to sealcoat application due to tire scuffing

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or power steering marks.

- Sweeper/vac trucks must stay off of the sealcoated area for a minimum of two (2) weeks, or the warranty will be void.

**3. PAVEMENT MARKINGS**

Restripe as it now exists utilizing F.A.A. and D.O.T. approved traffic paint to include the following:

- A. 12 Car Stops Lifted and Stacked
- B. 12 Car Stops Placed and Pinned
- C. 21 Car stops, painted yellow
- D. 10 Single Stall Lines yellow
- E. 11 Single Stall Lines YELLOW " New Layout"
- F. 1 Handicap Stall Blue
- G. 300 Lineal Feet of Curbing Painted GRAY

TOTAL: \$ 530.00

**NOTE:**

- Contractor is NOT Responsible for any broken car stops due to relocation
- New Car Stops can be replaced at a cost of \$32.50 each
- Newly Applied Curbing Should Not be Painted for at least 1 Month

**4. ASPHALT OVERLAY (up to 2,822 sf = 314 sy)**

- A. Lift and Stack Car Stops
- B. Transitional Mill along Edges, and Grind High areas in Parking Stalls
- C. Preparation and cleaning of surface area
- D. Apply D.O.T. approved tack coat to surface
- E. Apply up to 1" of D.O.T. approved hot mix asphalt compacted

TOTAL: \$ 5,821.00

**NOTE:**

- Atlantic Southern will make Necessary arrangements to Grind and Level prior to Overlay
- Atlantic Southern can Not Guarantee a completely level lot without removing and reconstructing the sub base

**5. CURBING (up to 79 lf) 4 locations**

- A. Sawcut and remove existing curbing where necessary
- B. Pour and finish type Mod D 12"x6" curbing using 3000 psi concrete

TOTAL: \$ 1,761.00

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**PAYMENT TERMS:**

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**40% deposit upon contract, balance upon completion**

**Prices are based on cost of materials as of the date of this proposal.**

**Actual material cost will be determined by the cost in effect at the time of Shipment.**

**(A signed proposal and deposit are required prior to scheduling of the work)**

**GENERAL TERMS AND CONDITIONS**

1. 90% of contract amount and change orders must be paid prior to completing punch list items and/or any changes for additional work required by cities or municipalities.
2. It is understood and agreed that all work is performed "weather permitting".
3. Towing fees, if necessary, billed as actual.
  - Any vehicles left in the construction area at commencement of the work will be relocated on site and billed to the Owner/Authorized Agent
4. Permit fees billed as actual. Expediting fees billed in addition to the cost of permit: Broward- \$250 Min/ Dade or Palm Beach- \$500 Min.
  - This proposal does not include the cost of permit fees, inspection fees or impact fees which may be required from the various agencies or municipalities having jurisdiction.
  - If Owner/Authorized Agent directs this work to be completed without required permitting, all costs including, but not limited to, fees, expediting and fines are the responsibility of the Owner/Authorized Agent.
5. Change orders, additions or extras requested by Owner, Contractor or Municipality will be invoiced as an addition to the contract and shall not delay payment of the original contract sum.
6. Cannot guarantee sealcoat longevity where there is standing water.
  - Cracks in pavement will still be noticeable after Sealcoating
  - Tire turning marks will be visible at first, but will disappear
7. Additional mobilization(s) to be billed at \$1500 each for Sealcoating. This charge may be billed due to, but not limited to: Site unavailability for commencement of the Work due to vehicles encroaching on work area, change of schedule by Owner/Authorized Agent without prior consent of Contractor or repairs to work caused by trespassing.
8. Conflicts with irrigation, electrical and utilities are to be repaired by owners at their expense
9. ATLANTIC SOUTHERN PAVING & SEALCOATING, LLC will not be responsible for trafficking, paint tracking or damage to cars or persons trespassing in designated construction areas.
10. The prices used in this proposal are based on the condition that all work quoted will be accepted in total.
11. This proposal, including all terms and conditions, shall become a legally binding attachment to any contract entered into between Atlantic Southern Paving & Sealcoating, LLC and the financially responsible company for which the work will be performed.
12. In the event of a dispute regarding this contract, the financially responsible party for which the work is performed agrees to pay reasonable attorney fees, collection costs and all related costs incurred until such dispute is settled.
13. Atlantic Southern Paving & Sealcoating, LLC will add a 1½% finance charge to any unpaid invoice past due at least (30) thirty days.
14. This proposal is based on work being completed during the hours of 7:00AM and 5:00PM, Monday through Friday, excluding holidays and weekends.
15. No warranties are honored unless payment is made in full.

**E&OE**

**Tommy Murphy**

Tommy Murphy  
Sales Representative

(NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN THIRTY DAYS OF PROPOSAL DATE)

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INITIAL HERE \_\_\_\_\_



October 8, 2013

**RE:** Women's and Teens Healthcare – Sealcoat, Stripe, Asphalt and Curbing Repairs

WE THANK YOU FOR THE OPPORTUNITY TO SUBMIT THIS QUOTATION AND TRUST WE WILL BE ABLE TO BE OF SERVICE TO YOU IN THIS WORK.

TOTAL: \$ 9,362.00

**ACCEPTANCE OF PROPOSAL:** The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined. When signed, this document becomes a contract. E&OE

**NOTE: INITIAL EACH PAGE, SIGN BELOW AND RETURN BY FAX TO THIS OFFICE. NO WORK WILL BE SCHEDULED UNTIL THIS WRITTEN AUTHORIZATION IS RECEIVED.**

**Contractor's authorized signature:**

**Owner's authorized signature:**

**Tommy Murphy**

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT NAME AND TITLE

**Date of acceptance:**

**Date of acceptance:**

October 8, 2013

Note: This proposal may be withdrawn by us if not accepted in thirty (30) days.

**SIGN AND RETURN ORIGINAL TO:**

**ATLANTIC SOUTHERN PAVING & SEALCOATING, LLC  
1490 NW 65<sup>TH</sup> AVENUE  
PLANTATION, FL 33313**

**866-581-5805 Toll Free  
954-581-5805 Phone  
954-581-0465 Fax**

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## Detail by Entity Name

### Florida Limited Liability Company

ATLANTIC SOUTHERN PAVING AND SEALCOATING, LLC

### Filing Information

Document Number	L11000069213
FEI/EIN Number	650350132
Date Filed	06/13/2011
State	FL
Status	ACTIVE
Effective Date	05/27/1992
Last Event	CONVERSION
Event Date Filed	06/13/2011
Event Effective Date	NONE

### Principal Address

1490 NW 65TH AVE  
PLANTATION, FL 33313

### Mailing Address

P.O. BOX 15591  
FT. LAUDERDALE, FL 33318-5591

### Registered Agent Name & Address

CURRY, MICHAEL JSR.  
1490 NW 65TH AVE  
PLANTATION, FL 33313

### Manager/Member Detail

#### **Name & Address**

Title MGR

CURRY, MICHAEL JSR  
1490 NW 65TH AVE  
PLANTATION, FL 33313

Title MGR

Curry, Michael  
1490 NW 65TH AVE  
PLANTATION, FL 33313

Title MGR

Curry, Daniel  
1490 NW 65TH AVE  
PLANTATION, FL 33313

### Annual Reports

2012	02/08/2012
2013	01/18/2013

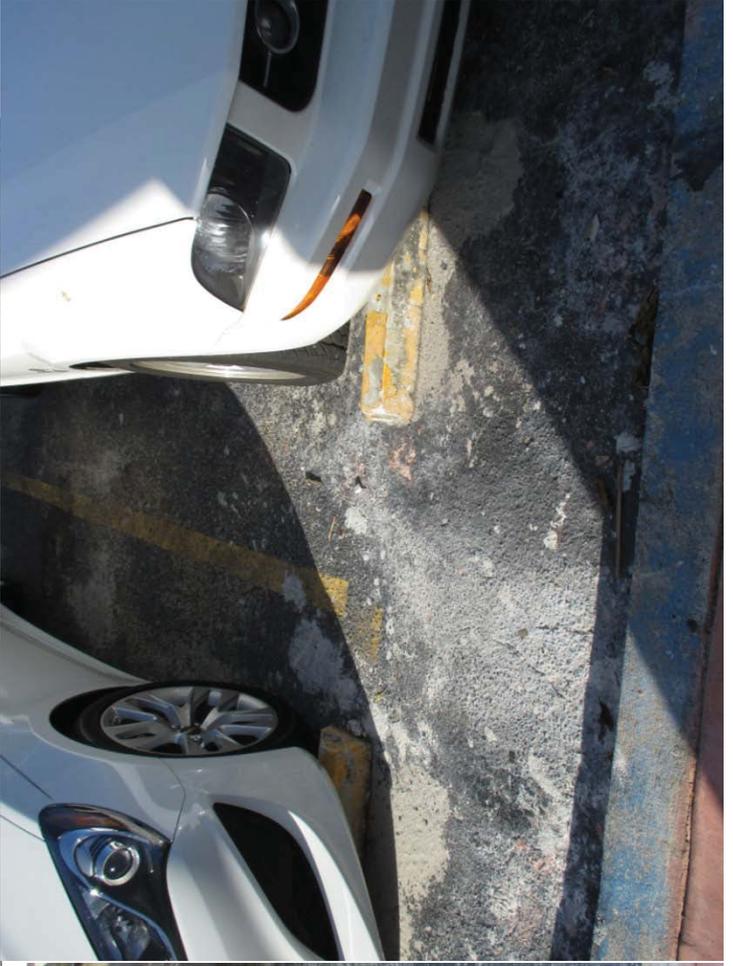
**Document Images**

<u>01/18/2013 -- ANNUAL REPORT</u>	<input type="button" value="View image in PDF format"/>
<u>02/08/2012 -- ANNUAL REPORT</u>	<input type="button" value="View image in PDF format"/>
<u>06/13/2011 -- Florida Limited Liability</u>	<input type="button" value="View image in PDF format"/>

**North Miami Beach CRA Façade Improvement Grant Application List of Bona Fide Bids**

**Name of Business: Women & Teens Healthcare 16880 NE 19th Avenue, NMB, FI**

<b>Paving Contractor</b>	<b>Service</b>	<b>Cost</b>
A & J Asphalt & Pavers Corporation	Asphalt, seal coat and stripe parking lot	6,500.00
<b>Atlantic Southern &amp; Paving</b>	Asphalt, seal coat and stripe parking lot	9,362.00
1800 Asphalt	Asphalt, seal coat and stripe parking lot	7,275.00
	<b>Total Cost of Project</b>	<b>6,500.00</b>
	Requested Grant Amount	3,250.00







# North Miami Beach CRA Facade Improvement Grant Application

Date 1/14

Name and Type of Business

SARAH STRICKLIN TRUST

Location of Business

(Street address, name of building if applicable)

1959 NE 164th Street  
North Miami Beach, Florida  
33162

Name/Address of Property Owner

VICTOR DANTE  
1911 NORTH EAST 164th St  
North Miami Beach, 33162

Property Owner Phone

305-949-2526

V.DANTE@AOL.COM

Email Address

Applicant's Mailing Address

1911 NE 164th Street  
North Miami Beach, FLORIDA  
33162

Property Folio # (s)

# 07-2216-001-0370

Total Cost of Project \$ 4,000.00

Requested Grant Amount \$ 2,000.00

**NOTICE TO APPLICANTS:  
THE CRA AND THE CITY OF NORTH MIAMI BEACH MAY REQUIRE THE FOLLOWING:**

**Improvements**

**SIGNS/DETACHED MONUMENT SIGN:**

- Provide a color rendering of the design chosen.
- Include specifications as to the size and width of the sign.
- Note how and where the sign will be hung on the building.
- Make sure the design and size comply with City codes.
- Submit at least three written bids from sign companies.

**AWNINGS:**

- Provide information about color and style of awning chosen. Remember, awning selection must take into account the architectural style of the building.
- Note where awning will be placed on building.
- Provide sample of material and color rendering.
- Submit three written bids as required.

**PAINT: (provide color rendering)**

- Provide samples of the colors chosen.
- Mark the location of body colors and accent colors.
- Submit three written bids as required.

**COSMETIC IMPROVEMENTS:**

- Provide pictures and/or samples of the accessories (such as lighting, planter boxes, etc.)
- Submit written bids from three licensed contractors.

**STRUCTURAL AND EXTERIOR FACADE ALTERATION:**

- Provide a rendering of major changes.
- Provide all applicable items from Minor Improvements list above.
- Provide building and construction details, diagrams, and signed and sealed engineering or architectural drawings, as appropriate in accordance with City requirements.
- Submit three written bids from licensed contractors.

### Grant Funds Usage

**PLEASE NOTE: ARCHITECTURAL FEES, SURVEY FEES, PERMIT FEES, ETC ARE NOT ELIGIBLE FOR REIMBURSEMENT.**

Signage Cost: \$  
 Removal  New  Altered/Repaired

Awning Cost: \$ 4,000.<sup>00</sup>

Painting Cost: \$  
Square feet \_\_\_\_\_

Cosmetic Alteration Cost: \$  
Describe:

Other Cost:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Structural Alteration Cost: \$  
Describe:

Total Project Cost: \$

Amount Requested \$  
(Not to Exceed 50% of Total Project Cost)\*: \$ 2000.<sup>00</sup>

*\*Grantee is solely responsible for securing & paying for any permits*

*I hereby submit this application for a Facade Improvement Grant. I understand that these must be approved by the City of North Miami Beach CRA and no work should begin until I have received written approval from the CRA. I also understand that the grant funds will not be paid until the project is completed and a CC or CO is obtained.*

Signature of Applicant/Property Owner Victor Duarte, Trustee Date 01/27/14

**Please submit this checklist as part of your application**

- **Signage/Detached Monument signage**
  
- **Sidewalk/Surface Parking Improvements**
  
- **Pedestrian Amenities**
  
- **Other Proposed Use**

**Attachments:**

The following attachments are required:

- Current survey of property
- Site Plan
- Existing Elevation Drawings/Pictures
- Proposed Elevation Drawings/Renderings
- Schematic drawings illustrating proposed work, or pictures with project description outlines.
- Permitting Department Review.
- Three bids for work to be completed.

General description of proposed improvement:

- Facade
- Siding
- Walls/Fencing
- ADA improvements
- Pedestrian amenities
- Windows/Doors
- Awnings/Canopies
- Lighting
- Painting
- Signage
- Detached monument signs
- Sidewalks/Surface Parking
- Landscape

Other details: Attach sheet if needed.

**APPLICATION MUST BE ACCOMPANIED BY THREE (3) BONA FIDE BIDS FROM LICENSED CONTRACTORS FOR THE WORK TO BE COMPLETED UNDER THIS PROGRAM. THE LOWEST OF THE THREE BIDS WILL BE CHOSEN.**

Signature of Property Owner VICTOR DANTE

Print Name of Property Owner VICTOR DANTE

Date 01/27/14

## Proposed Scope of Work

Please provide a brief, general description of the work to be performed, materials to be used, color and material samples (if applicable).

- **Exterior Walls** (Includes facade (if applicable) structural, decorative and non-functional elements)
  
- **Siding**
  
- **Windows/Doors**
  
- **Awnings/Canopies**  
9-10090 "Sumbrella" Acrylic awning Fabric.  
10.502 per sq. ft. color to be navy blue
  
- **Walls/Fencing**
  
- **Lighting**
  
- **Painting**
  
- **ADA Improvements**

**INDEMNITY AND HOLD HARMLESS AGREEMENT**

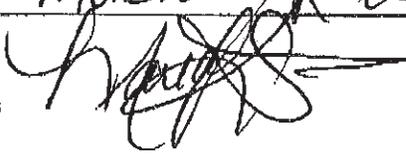
VICTOR DANTA, TRUSTEE (the Property Owner) agree(s) to indemnify and hold harmless the City of North Miami Beach and the North Miami Beach Community Redevelopment Agency and their elected officials, commissioners, officers, employees, agents or instrumentalities (collectively the "Indemnified Parties"), from any and all claims, liabilities, demands, suits, causes of actions or proceedings of any kind or nature, losses or damages including attorneys' fees and costs (at both the trial and appellate levels), which the Indemnified Parties may incur arising out of the negligent acts, errors, omissions, intentional acts, or any other cause in connection with, related to or resulting from the Property Owner's participation in the North Miami Beach CRA Facade Improvement Grant Program including but not limited to, any claims for personal injury or property damage from the work performed as part of the project and including, without limitation, any third party claims and claims made by or against Property Owner's contractors and their subcontractors. The obligation to indemnify and hold harmless specifically includes claims, liabilities, demands, suits, causes of actions or proceedings arising from the acts or omissions of the Indemnified Parties including the failure of the North Miami Beach Community Redevelopment Agency to fund the grant due to funding unavailability for any reason. The Property Owner shall pay claims and losses in connection with the all of the foregoing and shall investigate and defend all claims, suits, or action of any kind or nature, including appellate proceedings in the name of the applicable indemnified party, and shall pay all costs and judgments and attorney's fees and costs which may issue thereon at both the trial and appellate levels. The parties agree that this Indemnity and Hold Harmless Agreement, and its underlying obligations, will be construed under Florida law. The Property Owner further agrees not to contest jurisdiction nor venue in the courts situated in Miami-Dade County, Florida. In consideration of being granted monies for restoration, modifications, signage, or other physical changes to the property located at the above address, the Property Owner is solely responsible for providing contractors and subcontractors, and assuring that contractors and subcontractors are fully insured and licensed and have obtained all necessary permits in accordance with City and County regulations.

Property Owner agrees that this Indemnity and Hold Harmless Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida and that if any portion of the Agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Property Owner further states that he/she/it has carefully read the above Indemnity and Hold Harmless Agreement and knows its contents and signs this Agreement as Property Owner's own free act. Property Owner's obligations and duties hereunder shall in no manner be limited or restricted by the maintaining of any insurance coverage related to the above referenced event. The undersigned hereby represents and warrants that he/she has full and legal authorization to enter into this Agreement and be obligated thereby.

Dated this 27 day of January, 2014.

Property Owner Signature VICTOR DANTA, TRUSTEE Print Name VICTOR DANTA

Witness Maria Reyes Print Name MARIA REYES





**RE: USL Storage**  
1961 NE 164<sup>th</sup> Street  
North Miami Beach, FL 33162

Att: Victor Dante

Jan 14, 2014

Dear Victor,

We herewith submit our estimate to furnish and install (8) Recovers for Lean-to awnings for the above mentioned address.

**MATERIAL:** To be 100% "Sunbrella" Acrylic awning fabric. 10.5 oz per sq. ft. Color to be Navy Blue.

**WORKMANSHIP:** All seams to be heatsealed and Sewn with Lifetime Tenara Thread. With 100% brass or Silver grommets set into the cover and laced down to the front bar with #4 heavy duty braided awning rope.

**WARRANTY:** Sunbrella is 10-year Manufacturer's Limited Warranty. 1 Year warranty on all workmanship and Labor.

**COST:** The cost of the above mentioned work furnished and installed in a first class workmanlike manner will be: \$ 3,840.00 (three thousand eight hundred and forty dollars)

*\$ 4,000.00 TOTAL      \$ 2,000.00 DEPOSIT.*

50% deposit is required to begin work and the balance due upon completion. We thank you for your inquiry and await further instructions.

*Amaury Martinez*

*7-10 from deposit*

*14 DAYS. A.M.*

Yours Truly,

*\$ 2,000.00  
UPON  
COMPLETION.*

Leonard Goldberg  
Fast awnings LLC  
2930 Biscayne Blvd.  
Miami, FL 33137 Suite # 125  
(305) 400-4888 Office  
(786) 306.7131 Cellular  
amaurym@fastawnings.com



- QUOTATION
- INVOICE
- DEPOSIT RECEIPT

estimate date:

01-14-2014

work order #

140025

- residential
- retail-storefront
- office-commercial
- resort-hospitality
- municipality
- other

CLIENT NAME: USL Storage

CONTACT: Victor Dante

ADDRESS: 1961 NE 164th Street

CITY/ST/ZIP: North Miami Beach, FL 33162

PHONE: \_\_\_\_\_

CELL #: \_\_\_\_\_

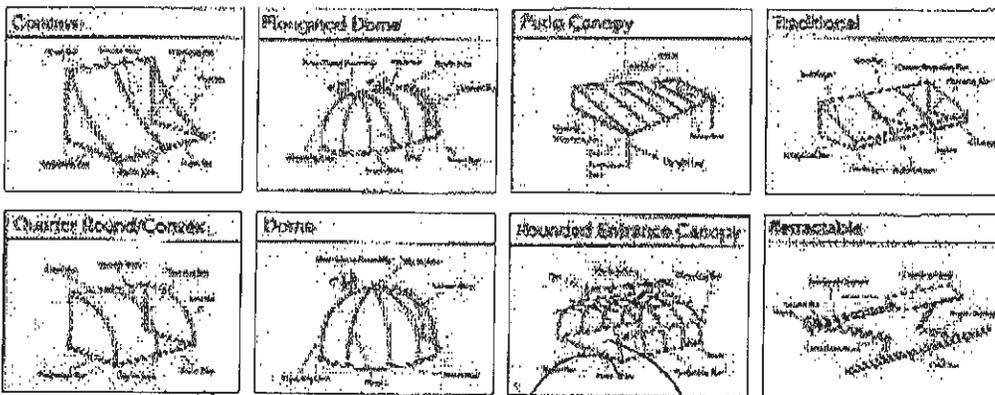
EMAIL: \_\_\_\_\_

DETAIL

Job Description:

- One single awning on east side of building, 14' x 7'
- One single awning on west side of building, 8' x 5'
- Five on South side of building, 15' x 5' No Wings
- One Single awning on North side of building, 14' x 14' with Wings

QTY	TYPE	STYLE	FABRIC #	WIDE LENGTH	DROP	COST	VALANCP STYLES
8	Recovers	Lean-to	Sunbrella Navy Blue			\$ 3,840.00	1-15
1	EXTRA.	#3 Straight				\$ 160.00	
		5 NO WINGS WRAP AROUND					
		# WITH WINGS WRAP AROUND.					



COMPETITION - WITHIN 14 DAYS A.M.

estimated installation date: TBA

TOTAL AMOUNT	\$ 3,840.00
TAX	\$ No Tax
TOTAL PROJECT COST	\$ 3,840.00
DEPOSIT	\$ 1,920.00
DEPOSIT PAID-DATE	
BALANCE DUE	\$ 1,920.00 + \$160.00
BALANCE DUE -PAID	

\$ 4,000.00

\$ 4,000.00

\$ 2,000.00

\$ 160.00

\$ 2,000.00

CREDIT CARD | TYPE CVC EXP 01/21/2014

client signature: *[Signature]*

Amaury M. fastawnings | representative

By signing this estimate, you agree to the terms and conditions on our website.

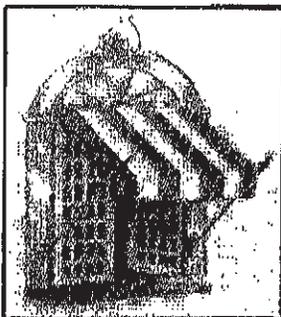
UPON SIGNING THIS DOCUMENT, CLIENT AGREES TO THE FOLLOWING:

Client understands that there may be variations in awning fabrics selected with respect to dye-lots and color variations between the sample selected and the actual material installed. Fast Awnings may impose certain additional fees to facilitate the installation of the awning(s) including the clearing of debris, removal of old awnings, etc. Fast Awnings is not responsible for any previous damage to the area surrounding the awning installation. Fast Awnings is also not responsible for back-orders or late shipments of custom materials ordered by client. Weather may be a factor in certain awning installations - Fast Awnings is not responsible for installation delays due to weather or force-majour. Upon final completion, fastawnings will require full and final payment in the form of a cashiers or bank check or money order unless previous arrangements have been made in writing.

*Return*

# Awnings & Shades Co., Inc.

## PROPOSAL



670 NW 112 Street *6116 N.W. 6 Ave*  
MIAMI, FL 33168 *Miami Fl. 33127*

2665

TEL: 305.759.5051

FAX: 305.759.5052

e-mail: sales@awningsandshades.com

Custom Awnings & Canopies • We Export Worldwide

LICENSED & INSURED

*ATI Miami*

PROPOSAL SUBMITTED TO: <i>Self Storage</i>	PHONE: <i>305-949-4556</i>	DATE: <i>Feb 14 2014</i>
STREET: <i>1961 N.E. 168 St.</i>	JOB NAME:	
CITY, STATE, ZIP: <i>Miami Fl.</i>	JOB LOCATION: <i>Same</i>	
SALES REPRESENTATIVE: <i>Alicia Perry</i>	FAX NUMBER:	JOB NUMBER:

- WEBLON COASTLINE PLUS ALL HEATSEALED, 5 YR WARRANTY 100% SILICONE USED ONLY
- SUNBRIELLA 9 OZ CANVAS HEATSEALED, SINGLE STITCHED NOT: SUNBRIELLA TENDS TO LEAK AND SAG WITH AGE
- GALVANIZED Steel #0

- PICK ONE
- REGULAR
  - ROUND
  - ROMAN
  - SWEDISH
  - BEACH
  - WAVE

WHITE BINDING WITH WHITE THREAD STANDARD ON ALL AWNINGS

NOTES:

AWNINGS	
TOTAL	
DEPOSIT	
BALANCE	

NEW     RECOVER     FIELD MEASUREMENTS NECESSARY     REPAIR

*Total (4) units. color ~~certified~~ Navy Sunbrella = \$5,450.00 + TAX*

*(5) Years Pro-Steel Warranty*

*Task.*

*Choice of Coastline Plus - \$4,800.00 + TAX*

*Inside face*

*Task.*

*Front of Building.*

*Inside face*

*Payment terms: deposit 60% with order. Balance at completion.*

*Installation (4) to 6 weeks.*

60% Deposit required with order

Balance to be paid to installation crew at time of installation. I agree to all terms contained on both sides herein and agree to same.

BUYER - YELLOW

DATE



**4450 East 11<sup>th</sup>. Avenue Hialeah, FL 33013**  
**Phone: 305.893.5553 ◊ Fax: 305.891.8534**  
**Fax Cover Sheet**

To:	<b>US Self Storage</b>	From:	<b>Geovanna Sanchez</b>
Fax:	<b>305-047-3494</b>	Pages:	<b>5</b>
Phone:		Date:	<b>1/16/2014</b>
Attn:	<b>Maria</b>	Ref:	<b>Awning Estimate #15776</b>

Urgent  For Review  Please Comment  Please Respond  For your information

Quotation  Shop Drawings  Invoice  Certificate of Insurance  Your Request

*Total Pages, including Cover:*

**Attached please find the awning estimate as per your requested.**

**If you should have any questions regarding this estimate please contact Marc Gutman at 305-893-5553 or by e-mail at Marc@valrose.com**

**Looking forward to work with you on this project!!**

<b>QUOTATION/CONTRACT</b>		<b>No: 15776</b>	
<i>"Canvas Is Beautiful"</i>		VALROSE ENTERPRISES, INC. db/a	
<b>AWNINGS by VALROSE</b>		Website: www.valrose.com e-mail: awnings@valrose.com	
FABRIC: Sunbrella Regular or Fi	VALANCE: Wrapped Under	CONTRACT DATE: 1/18/2014	HEIGHT:
APPLIQUE: NONE	NEW: 0 RECOVER: 9	WIDTH:	PROJECT: US Self Storage
CONTAC: Maria	4450 East 11th Avenue Hialeah - FL 33013 (305) 893-5333 / (305) 893-5625 Fax (305) 891-6534 www.valrose.com		
COMPANY: US Self Storage	Job Address: 1961 NE 164 Street North Miami Beach, FL 33162		
ADDRESS: 1961 NE 164 Street	Phone (305) 045-7561		
City: North Miami Beach State: FL Zip: 33162	Fax: (305) 947-3494		

We Propose:

"PLEASE SEE PAGE #2 FOR AWNING DETAILS & PRICE"

Price  
\$0.00

NOTE: FRAME REPAIR, PAINTING OR CLEANING IS NOT INCLUDED IN THE PRICE UNLESS SPECIFIED.

Material to be used will be "Sunbrella Regular or Firesist". Color to be "Navy". All body seams will be electronically heat-sealed and/or stitched. All corners will be reinforced with a double layer of material to prevent tears. Grommets to be used will be #2 spur brass, sizes 7/8" in diameter. Spacing of grommets not to exceed 6". Awning cover will have no valance and will be laced to an inside pipe with rope and grommets to lock it in place. Lacing hem will have a double fabric-stitching hem with a 1/4" reinforcement rope. Thread to be used will be Anti-wick V-138 Dabon, 16 ounce.

Note: Five-year warranty on fabric by manufacturer and one year warranty on workmanship except on awnings sold without installation. Fabric replacement of raw material does not include Valrose labor to manufacture and install new covers.

Permit, Processing and Engineering Fees are Not Included. Any additional special permit fees like Review Boards, Public Work, DOT ect. are not included and all fees be billed at cost. All fees related to the permit including administrative fees are NOT refundable in the event the job is cancelled because the permit is denied or for any other reason.

SALE TAX:	\$0.00
TOTAL:	\$0.00
DEPOSIT:	\$0.00
BALANCE:	\$0.00

Please see our web site for other designs.

Signed contract is not binding until the deposit has been received.

50 % Deposit must be received to proceed with your order  
Balance to be paid upon installation

This is an estimate that is subject to review and acceptance by an officer of the corporation at our corporation at our corporate offices. A deposit of 50% is required to process your order; deposit must be received in order to proceed with your order. Signed contract is not binding until the deposit has been received. Balance due upon installation. THIS ESTIMATE IS SUBJECT TO THE TERMS ON THE BACKSIDE OF THIS ESTIMATE. Upon receipt of deposit and acceptance by an officer of the corporation this estimate becomes a binding contract.

Estimated by:

Marc Gutman *[Signature]*

Salesman

Reviewed and accepted Awnings by Valrose

Accepted by Customer

By \_\_\_\_\_  
Its \_\_\_\_\_

DATE \_\_\_\_\_

**AWNINGS BY VALROSE 305/ 893-5553 FAX# 305/891-8534**  
**ATTACHMENT for QUOTATION/CONTRACT**

**No: 15776**  
**2 of 3**

**Page 2**

*"Canvas Is Beautiful"*

**Price**

To furnish and install:

- (9) Recovers over existing Lean to Shape Awnings on All Building Elevations as follows:
  - Back West & West Elevations: (2) Measuring 8'-0" W x 5'-0" P x 2'-0" H
  - South Elevation (184th. Street): (5) Measuring 13'-9" W x
  - East Elevation: (1) Measuring 14'-0" W x 7'-0" P x 2'-0" H
  - Back East Elevation: (1) Measuring 13'-10" W x 14'-0" P x 3'-9" H

OPTION I: In Regular Sunbrella Fabric      \$4,675.00 + \$163.62 (Tax) = \$4,838.62

OPTION II: In Sunbrella Fireaist Fabric      \$5,760.00 + \$202.30 (Tax) = \$5,962.30

Please see our web site for other designs.

Signed contract is not binding until the deposit has been received.	50 % Deposit must be received to proceed with your order Balance to be paid upon installation	Attachment Subtotal
---	--	---------------------

This is an estimate that is subject to review and acceptance by an officer of the corporation at our corporation at our corporate offices. A deposit of 50% is required to process your order; deposit must be received in order to proceed with your order. Signed contract is not binding until the deposit has been received. Balance due upon installation. THIS ESTIMATE IS SUBJECT TO THE TERMS ON THE BACKSIDE OF THIS ESTIMATE. Upon receipt of deposit and acceptance by an officer of the corporation this estimate becomes a binding contract.

Estimated by:

Marc Gutman *[Signature]*

Salesman

Reviewed and accepted Awnings by Valrose

By \_\_\_\_\_  
Its \_\_\_\_\_

Accepted by Customer

DATE \_\_\_\_\_

1.No agreement, representations and/or warranties either expressed or implied other than that which is herein stated have been made by VALROSE ENTERPRISES INC., or any of its officers, employees or agents.

2.All right, title and interest in and to goods sold to, manufactured for, and/or delivered to the purchaser shall remain with VALROSE ENTERPRISES INC. until the contract price stated herein is paid in full. Purchaser agrees that VALROSE ENTERPRISES INC. have the right to repossess goods sold for reason of non-payment and also agrees to pay reinstallation charges in the amount of \$150.00 per hour. Reinstallation will only be completed upon receipt of full payment. By exercising the option to repossess goods sold, VALROSE ENTERPRISES INC. does not waive any other rights or remedies under this contract or under the laws of the state of Florida.

3.Risk of loss of the goods after delivery is upon the purchaser and the purchaser agrees to insure the same in the full insurable value thereof. VALROSE ENTERPRISES INC. will not be responsible for any damages caused to the property of the Customer in the event the goods sold hereunder are repossessed.

4.If default is made in payment of the purchase price or any portion thereof and VALROSE ENTERPRISES INC. engages the service of an attorney to collect same or to repossess the goods, the purchaser agrees to pay all reasonable attorneys' fees incurred by VALROSE ENTERPRISES INC. as a result thereof. In the event, the goods are repossessed and any damage is done to the premises where the property was situated, the purchaser agrees to indemnify seller from any claims arising there from by any persons and any nature whatsoever.

6.The party signing this agreement as or on behalf of the purchaser warrants that he is duly authorized to enter into this contract on behalf of the purchaser.

6.Performance of this agreement by VALROSE ENTERPRISES INC. is subject to Force Majeuro including but not limited to strikes, accidents, acts of God, and inability to obtain materials and other delays beyond the control of VALROSE ENTERPRISES INC.

7.This agreement is subject to review and acceptance by an officer of VALROSE ENTERPRISES INC., at its main office, within ten days of execution of a written estimate. In the event of rejection of an estimate, deposit received will be returned immediately.

8.The price on this estimate is good for ten days from the quotation date; after that time, material or any other increases may be transferred to any estimate or signed contract at any time, until the deposit is received. Contract price IS NOT BINDING until the deposit has been received and an officer of the corporations has accepted the contract.

9.Interest at the rate of 1.5% per month to be charged on past due accounts.

10.The methods of construction used are standard practices of the company. Any details or changes desired must be indicated beforehand and included in this contract contract.

11.Building permit, city fees, processing fees, engineering fees and or calculations, revisions fees are not included unless otherwise specified in writing. Any additional special permit fees like Review Boards, Public work fees, DOT act are not included. All permit fees will be billed at cost. Any and All fees related to the permit including admistrative fees are NOT refundable in the event the job is cancelled because the permit is denied or for any other reason. City requirements may affect or limit the the size, shape or color of the awning you ordered. VALROSE ENTERPRISES INC., is not responsible to have knowledge of all the requirements of your municipality in order to obtain proper building permit. Any changes required by engineer, Building Department and or any other entity may affect the price, this may include but not limited to, wall reinforcements, special anchorage are not included in this price. If customer decides not to pull a permit when required, customer assumes full responsibility from any and all expences and liabilities arising from this actions. Further more customer releases Valrose from any and all liabilities arising from customer decision of not pulling a Building Permit.

12.Valrose guarantees that work executed under this contract will be free from defects of material and workmanship including frame, painting, plates screws, welds, covers, grommets, lacing rope and seams for the period of (1) year from installation date as required by Law. Customers with unpaid balances will forfeit the guarantee stated above until the matter is resolved and agreement in writing is reached by both parties involved. The deterioration due to ordinary use and wear is expected and not covered under this warranty. Exclusions- Warranty dose not cover the following: Damage due to natural disasters such as, but not limited to hurricanes, hail, floods, lightning, tornados, gale force winds, etc.. Any accidental and/or intentional damage to the awning. Any alteration from original structure and/or cover including, repairs done by others, painting of cover, re-painting of frame, pressure cleaning, etc. will nullify and void existing warranty warranty.

14.Owner, owner agent and any and all representative are hereby notify that Fabric awnings will require removal of the fabric when a hurricane warning is issue. Fabric must be removed when wind reaches whole gale force (75 mph) mph).

15.By signing this contract customer acknowledges that have read, understand and agree with all the terms of this contract including items 1 through 15

\_\_\_\_Initial here



## Detail by Entity Name

### Florida Limited Liability Company

FASTAWNINGS.COM LLC

#### Filing Information

Document Number	L12000021602
FEI/EIN Number	454582947
Date Filed	02/14/2012
State	FL
Status	ACTIVE
Effective Date	02/10/2012

#### Principal Address

7295 NW 2 AVE.  
MIAMI, FL 33137

Changed: 10/29/2012

#### Mailing Address

7295 NW 2 AVE.  
MIAMI, FL 33137

Changed: 10/29/2012

#### Registered Agent Name & Address

MARTINEZ, AMAURY RJR.  
7295 NW 2 AVE.  
MIAMI, FL 33137

#### Authorized Person(s) Detail

##### Name & Address

Title MGR

MARTINEZ, AMAURY RJR.

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State of Florida, Department of State

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2013	04/30/2013

**Document Images**

04/30/2013 -- ANNUAL REPORT

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02/14/2012 -- Florida Limited Liability

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## Detail by Entity Name

### Florida Profit Corporation

AWNINGS &amp; SHADES CO., INC.

### Filing Information

Document Number	P06000036892
FEI/EIN Number	204505379
Date Filed	03/13/2006
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	08/21/2008
Event Effective Date	NONE

### Principal Address

670 NW 112 ST  
MIAMI, FL 33168

Changed: 05/26/2010

### Mailing Address

670 NW 112 STREET  
MIAMI, FL 33168

Changed: 05/26/2010

### Registered Agent Name & Address

PEREZ, ALICIA  
670 NW 112 ST  
MIAMI, FL 33168

Name Changed: 05/26/2010

Address Changed: 05/26/2010

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State of Florida, Department of State

**Name & Address**

Title DPST

PEREZ, ALICIA  
2301 SW 4 AVE  
MIAMI, FL 33129**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2011	04/29/2011
2012	04/30/2012
2013	05/01/2013

**Document Images**

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<u>08/28/2009 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>08/21/2008 -- Amendment</u>	<a href="#">View image in PDF format</a>
<u>05/05/2008 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>03/07/2008 -- Amendment</u>	<a href="#">View image in PDF format</a>
<u>04/30/2007 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>06/27/2006 -- Amendment</u>	<a href="#">View image in PDF format</a>
<u>03/13/2006 -- Domestic Profit</u>	<a href="#">View image in PDF format</a>



## Detail by Entity Name

### Florida Profit Corporation

VALROSE ENTERPRISES, INC.

### Filing Information

Document Number	M20497
FEI/EIN Number	592575690
Date Filed	09/12/1985
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	02/05/1987
Event Effective Date	NONE

### Principal Address

4450 EAST 11TH AVENUE  
HIALEAH, FL 33013

Changed: 01/12/2012

### Mailing Address

4450 EAST 11TH AVENUE  
HIALEAH, FL 33013

Changed: 01/12/2012

### Registered Agent Name & Address

NUDELMAN, CARLOS A  
4450 EAST 11TH AVENUE  
HIALEAH, FL 33013

Name Changed: 01/13/2006

Address Changed: 01/12/2012

**Name & Address**

Title P

NUDELMAN, CARLOS A  
 4450 EAST 11TH AVENUE  
 HIALEAH, FL 33013

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2011	02/16/2011
2012	01/12/2012
2013	02/18/2013

**Document Images**

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<u>01/12/2012 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/16/2011 -- ANNUAL REPORT</u>	View image in PDF format
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<u>03/24/2008 -- ANNUAL REPORT</u>	View image in PDF format
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<u>02/23/2005 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/08/2004 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/31/2003 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/13/2002 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/23/2001 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/28/2000 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/23/1999 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/30/1998 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/16/1997 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/16/1996 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/01/1995 -- ANNUAL REPORT</u>	View image in PDF format

<b>North Miami Beach CRA Façade Improvement Grant Application List of Bona Fide Bids</b>		
<b>Name and Type of Business: Sarah Stricklan Trust 1959 NE 164th Street</b>		
<b>Awning Contractor</b>	<b>Service</b>	<b>Cost</b>
Fast Awnings	Manufacture and installation of awnings	\$4,000.00
Awnings & Shades Co, Inc	Manufacture and installation of awnings	\$4,800.00
Valrose Awnings	Manufacture and installation of awnings	\$4,836.62
	<b>Total Cost of Project</b>	\$4,000.00
	<b>Requested Grant Amount</b>	\$2,000.00









# North Miami Beach CRA Facade Improvement Grant Application

Date 1/14/14

Name and Type of Business

LAW OFFICE OF IVAN SCHERTZER

Location of Business

(Street address, name of building if applicable)

16211 NE 18TH AVE  
NO MIAMI BCH, FL 33162

Name/Address of Property Owner

IVAN SCHERTZER

Property Owner Phone

786-271-1503

305-216-7717

Applicant's Mailing Address

P.O. Box 600428  
NMB, FL 33160

Email Address

ischertzer@yahoo.com

Property Folio # (s)

07-2216-016-0520

Total Cost of Project \$ 40,000

Requested Grant Amount \$ 20,000

General description of proposed improvement:

- Facade
- Siding
- Walls/Fencing
- ADA improvements
- Pedestrian amenities
- Windows/Doors
- Awnings/Canopies
- Lighting
- Painting
- Signage
- Detached monument signs
- Sidewalks/Surface Parking
- Landscape

Other details: Attach sheet if needed.

**APPLICATION MUST BE ACCOMPANIED BY THREE (3) BONA FIDE BIDS FROM LICENSED CONTRACTORS FOR THE WORK TO BE COMPLETED UNDER THIS PROGRAM. THE LOWEST OF THE THREE BIDS WILL BE CHOSEN.**

Signature of Property Owner \_\_\_\_\_



Print Name of Property Owner \_\_\_\_\_

IVAN Schertzer

Date \_\_\_\_\_

11-4-14

## Proposed Scope of Work

Please provide a brief, general description of the work to be performed, materials to be used, color and material samples (if applicable).

- **Exterior Walls** (Includes facade (if applicable) structural, decorative and non-functional elements)
- **Siding**
- **Windows/Doors**
- **Awnings/Canopies**
- **Walls/Fencing**
- **Lighting**
- **Painting**
- **ADA Improvements**

\* SEE ARCHITECTURAL  
PLANS

LAWRENCE SIMON

- **Signage/Detached Monument signage**
- **Sidewalk/Surface Parking Improvements**
- **Pedestrian Amenities**
- **Other Proposed Use**

**Attachments:**

**The following attachments are required:**

- Current survey of property
- Site Plan
- Existing Elevation Drawings/Pictures
- Proposed Elevation Drawings/Renderings
- Schematic drawings illustrating proposed work, or pictures with project description outlines.
- Permitting Department Review.
- Three bids for work to be completed.



**NOTICE TO APPLICANTS:  
THE CRA AND THE CITY OF NORTH MIAMI BEACH MAY REQUIRE THE FOLLOWING:**

**Improvements**

**SIGNS/DETACHED MONUMENT SIGN:**

- Provide a color rendering of the design chosen.
- Include specifications as to the size and width of the sign.
- Note how and where the sign will be hung on the building.
- Make sure the design and size comply with City codes.
- Submit at least three written bids from sign companies.

**AWNINGS:**

- Provide information about color and style of awning chosen. Remember, awning selection must take into account the architectural style of the building.
- Note where awning will be placed on building.
- Provide sample of material and color rendering.
- Submit three written bids as required.

**PAINT: (provide color rendering)**

- Provide samples of the colors chosen.
- Mark the location of body colors and accent colors.
- Submit three written bids as required.

**COSMETIC IMPROVEMENTS:**

- Provide pictures and/or samples of the accessories (such as lighting, planter boxes, etc.)
- Submit written bids from three licensed contractors.

**STRUCTURAL AND EXTERIOR FACADE ALTERATION:**

- Provide a rendering of major changes.
- Provide all applicable items from Minor Improvements list above.
- Provide building and construction details, diagrams, and signed and sealed engineering or architectural drawings, as appropriate in accordance with City requirements.
- Submit three written bids from licensed contractors.

**INDEMNITY AND HOLD HARMLESS AGREEMENT**

Ivan Schertzer (the Property Owner) agree(s) to indemnify and hold harmless the City of North Miami Beach and the North Miami Beach Community Redevelopment Agency and their elected officials, commissioners, officers, employees, agents or instrumentalities (collectively the "Indemnified Parties"), from any and all claims, liabilities, demands, suits, causes of actions or proceedings of any kind or nature, losses or damages including attorneys' fees and costs (at both the trial and appellate levels), which the Indemnified Parties may incur arising out of the negligent acts, errors, omissions, intentional acts, or any other cause in connection with, related to or resulting from the Property Owner's participation in the North Miami Beach CRA Facade Improvement Grant Program including but not limited to, any claims for personal injury or property damage from the work performed as part of the project and including, without limitation, any third party claims and claims made by or against Property Owner's contractors and their subcontractors. The obligation to indemnify and hold harmless specifically includes claims, liabilities, demands, suits, causes of actions or proceedings arising from the acts or omissions of the Indemnified Parties including the failure of the North Miami Beach Community Redevelopment Agency to fund the grant due to funding unavailability for any reason. The Property Owner shall pay claims and losses in connection with the all of the foregoing and shall investigate and defend all claims, suits, or action of any kind or nature, including appellate proceedings in the name of the applicable indemnified party, and shall pay all costs and judgments and attorney's fees and costs which may issue thereon at both the trial and appellate levels. The parties agree that this Indemnity and Hold Harmless Agreement, and its underlying obligations, will be construed under Florida law. The Property Owner further agrees not to contest jurisdiction nor venue in the courts situated in Miami-Dade County, Florida. In consideration of being granted monies for restoration, modifications, signage, or other physical changes to the property located at the above address, the Property Owner is solely responsible for providing contractors and subcontractors, and assuring that contractors and subcontractors are fully insured and licensed and have obtained all necessary permits in accordance with City and County regulations.

Property Owner agrees that this Indemnity and Hold Harmless Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida and that if any portion of the Agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Property Owner further states that he/she/it has carefully read the above Indemnity and Hold Harmless Agreement and knows its contents and signs this Agreement as Property Owner's own free act. Property Owner's obligations and duties hereunder shall in no manner be limited or restricted by the maintaining of any insurance coverage related to the above referenced event. The undersigned hereby represents and warrants that he/she has full and legal authorization to enter into this Agreement and be obligated thereby.

Dated this 4 day of Feb, 2014.

Property Owner  
Signature [Handwritten Signature]

Print Name IVAN Schertzer

Witness [Handwritten Signature]

Print Name R.M. YESHUA

<b>North Miami Beach CRA Façade Improvement Grant Application List of Bona Fide Bids</b>		
<b>Name and Type of Business:</b> Law Office of Ivan Schertzer 16211 NE 18th Avenue		
<b>Contractors</b>	<b>Service</b>	<b>Cost</b>
JNY Remodeling, Inc.	painting of building, sidewalk/surface parking improvements, ADA parking improvements, walls, exterior lighting, new sign	\$43,800.00
GAIA Construction	painting of building, sidewalk/surface parking improvements, ADA parking improvements, walls, exterior lighting, new sign, landscaping	\$31,900.00
Miran Construction LLC	painting of building, sidewalk/surface parking improvements, ADA parking improvements, walls, exterior lighting, new sign, landscaping	\$38,965.00
<b>Total Cost of Project</b>		
<b>Requested Grant Amount</b>		\$15,950.00

347

347-1  
Chowder

WALL



347-2  
Ancient Stone

347-3  
Weathered Oak

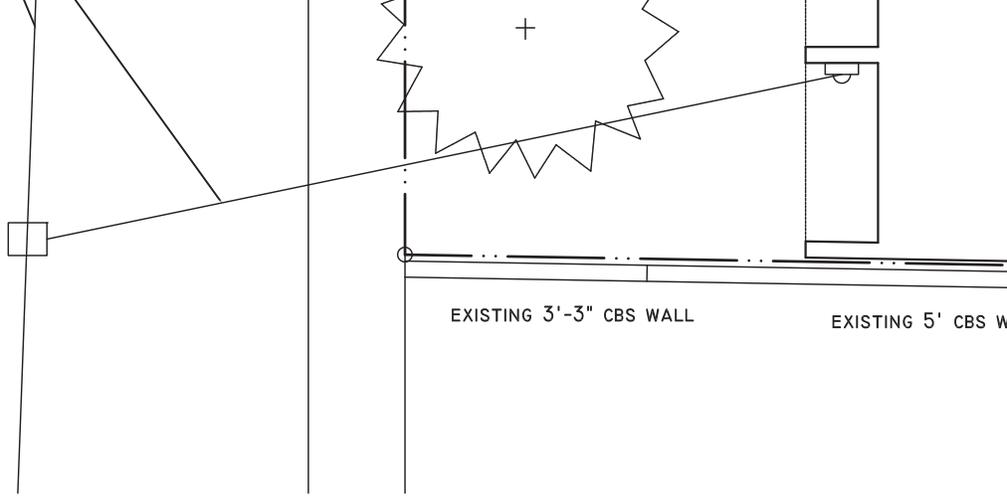
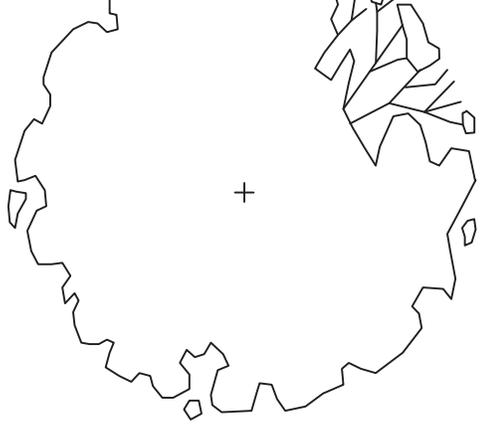
ACCENT



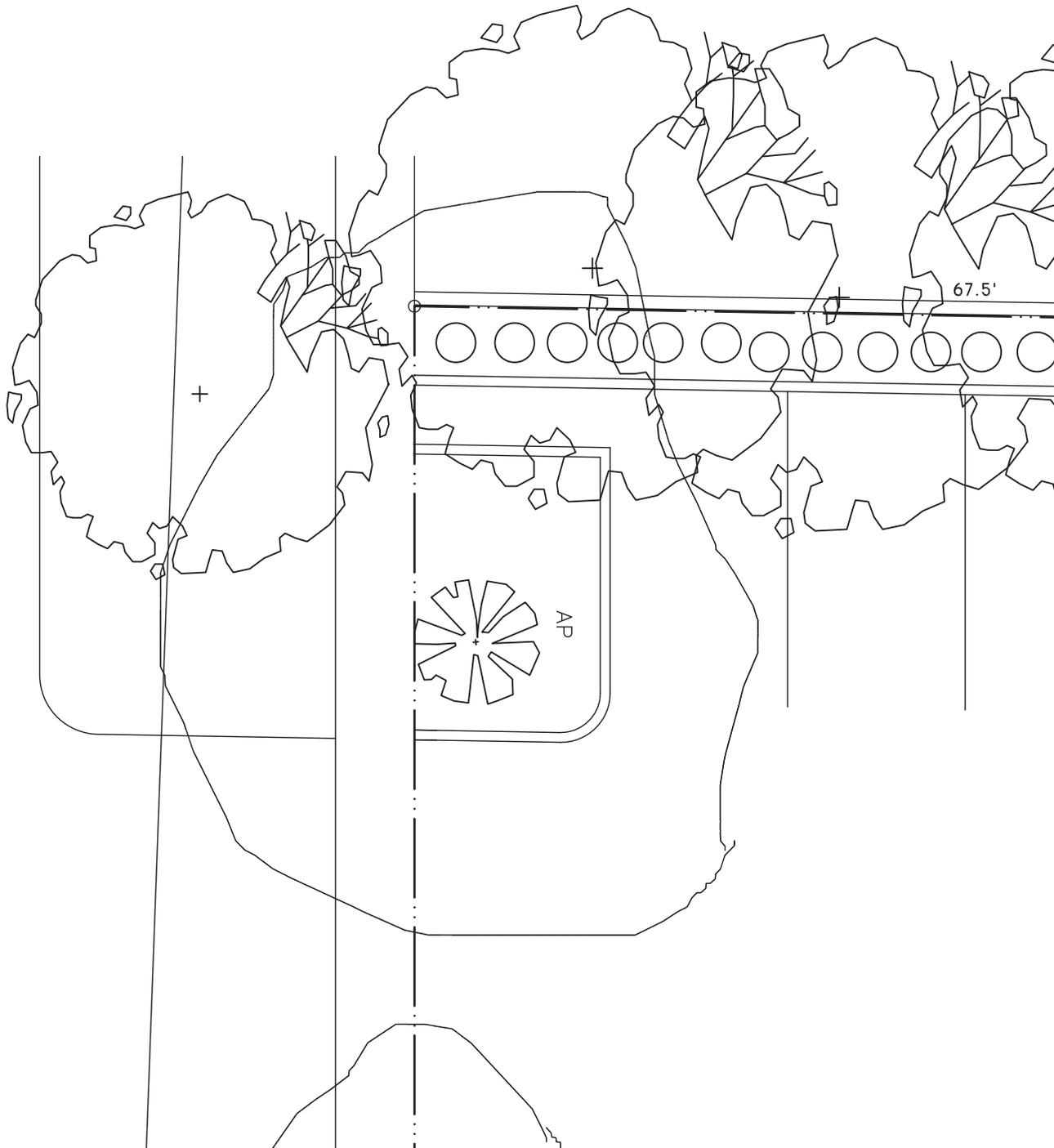
347-4  
Manor Stone

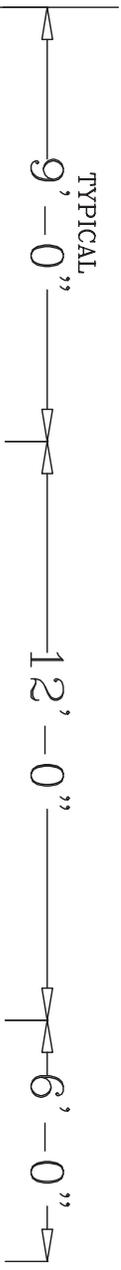
347-5  
Far Galaway

347-6  
Brown Spar

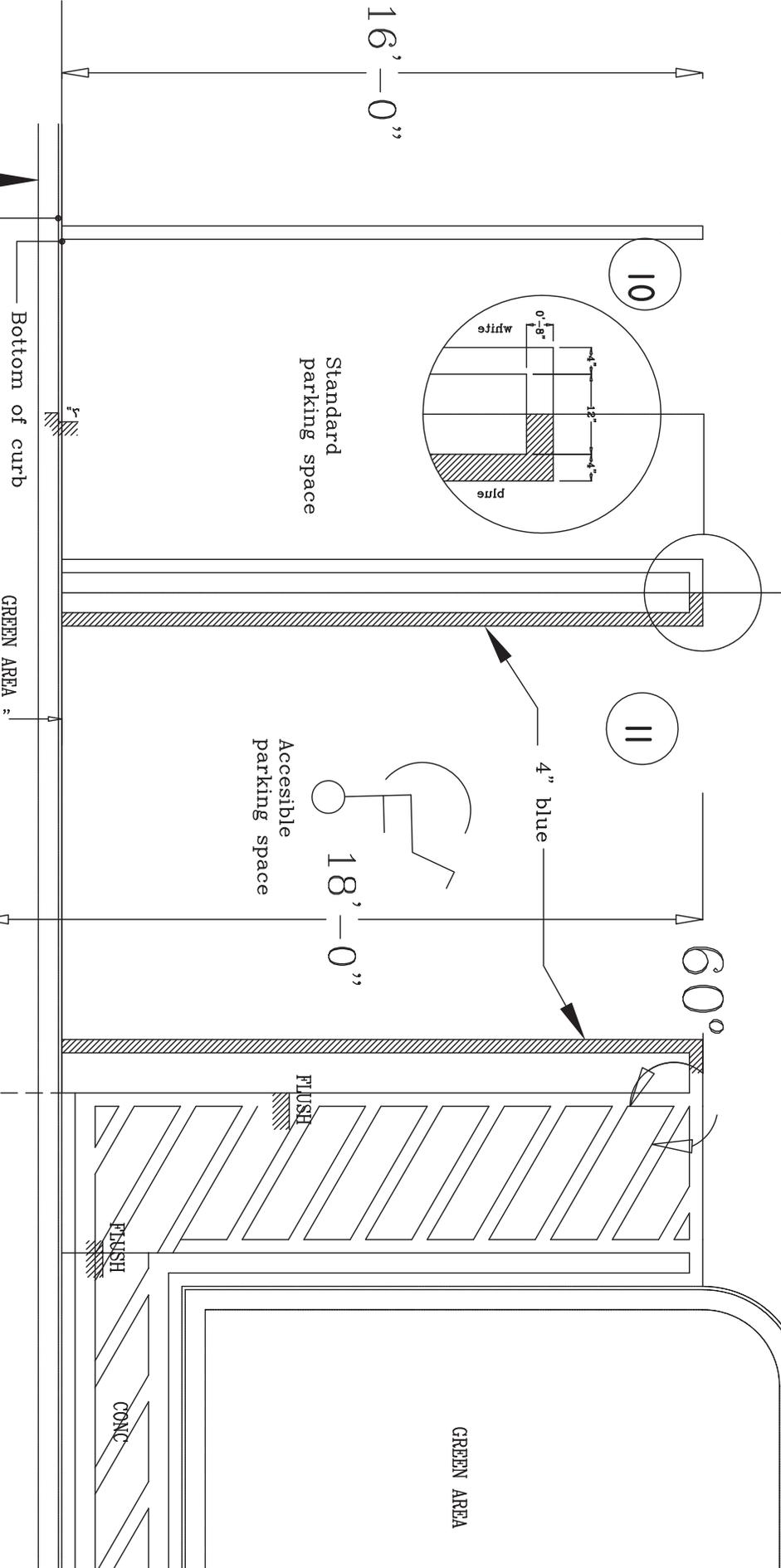


N E 18 AVENUE

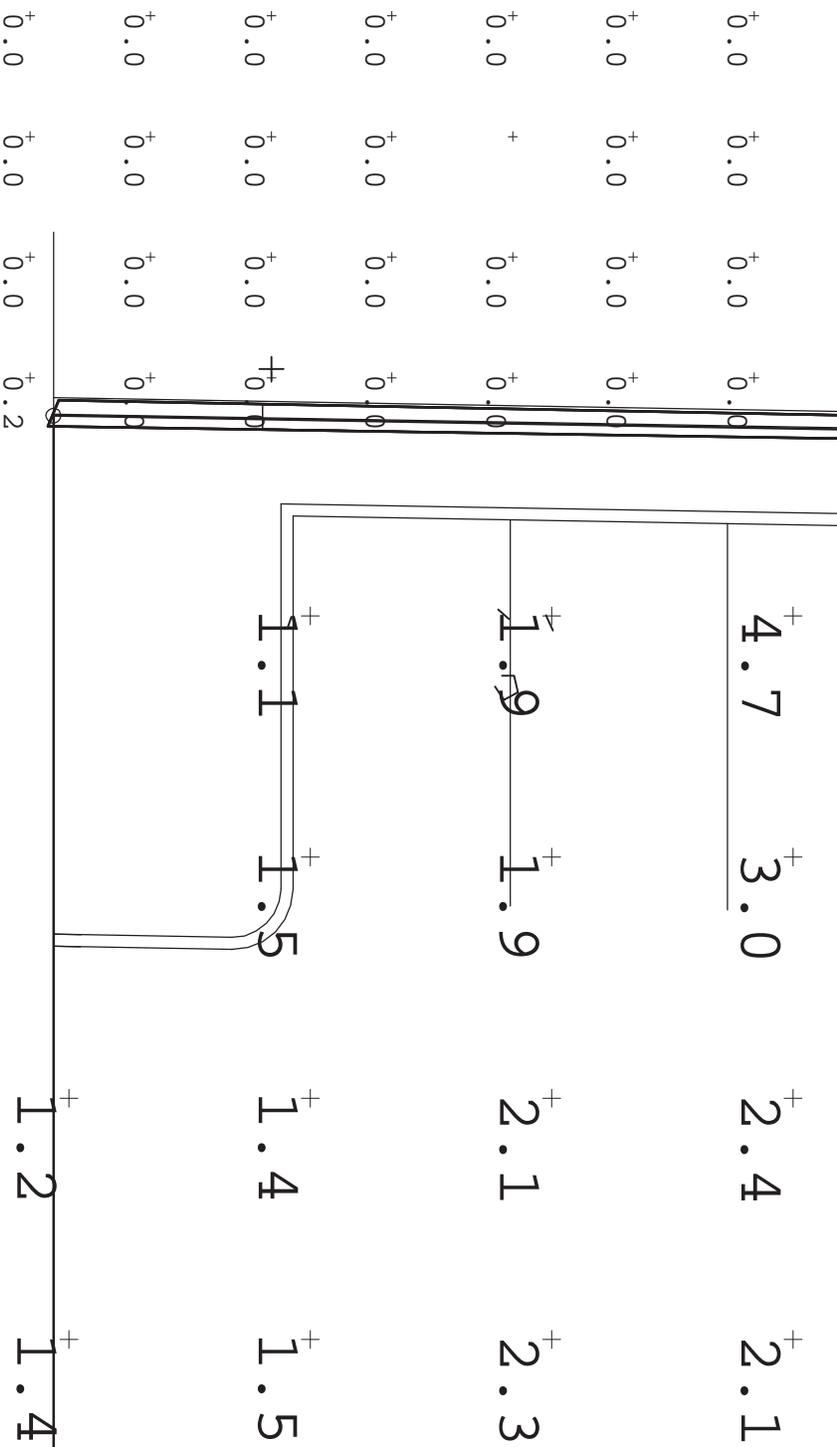




TYPE D CURB



N.A.	60
N.A.	60
3.77	10



# LANDSCAPE PLAN scale 1/8"=1'-0"



\* CONTROLLED BY  
CONNECTED LOAD:




Novoajulian@yahoo.com  
 Cell # 954 822 6094  
 Fax # 954 990 7381

To: *Maggie Yeshua*  
 Ref: *Building Improvements*  
 Address: *16211 NE 18 Ave North Miami Beach, FL*  
 Phone: *305.216.7717*

<b>P.O. #.</b>	<i>MY201301</i>
<b>Date.</b>	<i>12 26 2013</i>

Page 1 of 1

<i>Item</i>	<i>Specifications</i>	<i>Qty</i>	<i>Rate</i>	<i>Total</i>
1	<i>demolition</i>	<i>1</i>	<i>8200</i>	<i>\$8,200</i>
2	<i>concrete work</i>	<i>1</i>	<i>5600</i>	<i>\$5,600</i>
3	<i>building walls paint</i>	<i>1</i>	<i>10450</i>	<i>\$10,450</i>
4	<i>asphalt work</i>	<i>1</i>	<i>6200</i>	<i>\$6,200</i>
5	<i>asphalt paint and parkin lines</i>	<i>1</i>	<i>4800</i>	<i>\$4,800</i>
6	<i>signage</i>	<i>1</i>	<i>650</i>	<i>\$650</i>
7	<i>electrical</i>	<i>1</i>	<i>3800</i>	<i>\$3,800</i>
8	<i>railings</i>	<i>1</i>	<i>4100</i>	<i>\$4,100</i>
9				
10				
11				
12				
13				
14				
15				
16				

**Grand Total.** **\$ 43,800.00**

- *Materials, deliveries, dumping fees and labor are included in this quote.*
- *Payment schedule: 35% before commencement and weekly payment based on progress*

Authorized signature: \_\_\_\_\_ Date: \_\_\_\_\_



PROPOSAL FOR  
GENERAL CONTRACTOR SERVICES

CGC1516136

Description	PRICE
-------------	-------

<b>Exterior Improvements as per Architectural Drawings by Lawrence Simon</b>	
<b>Activities description</b>	
Removal of existing concrete as per drawings and existing asphalt	\$ 3,150.00
Concrete curve 180 ft. with 1#3 continuous	\$ 2,700.00
Planter with waterproofing and stucco	\$ 3,100.00
Ramp 5' by 20' by 4" = 33cft with steel mesh 4" by 4" or similar	\$ 2,400.00
Leveling asphalt to match ramp	\$ 500.00
Sign installation with sign and support bar	\$ 350.00
Dumpster	\$ 550.00
Asphalt parking and repairs / paint and new parking lines	\$ 3,250.00
Railings as specified	\$ 2,750.00
Electrical Work / Labor only / Lamps not Included. Supply by 3rd party.	\$ 1,450.00
Exterior Paint / Pressure clean, primer and paint or double coat / SW Superpaint	\$ 7,850.00
	\$ -
<b>TOTAL</b>	<b>\$28,050.00</b>
<b>Overhead / Management</b>	<b>\$3,500.00</b>
<b>Permit Runner</b>	<b>\$350.00</b>
<b>TOTAL SERVICES BY GAIA CONSTRUCTION INC</b>	<b>\$31,900.00</b>

Permit Fees payable to City of NMB - Approximated 2.5%

\$797.50

NOTES AND EXCEPTIONS:

ELECTRICAL MATERIALS BY WORLD ELECTRIC SUPPLY, NOT INCLUDED ON OUR PRICE. TO BE PAID BY CLIENT  
 LANDSCAPING RELATED ACTIVITIES BY OTHERS / CLIENT SELECTION

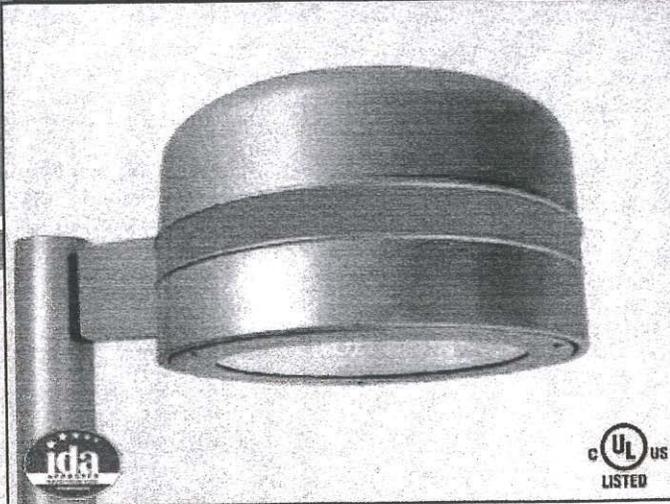
GAIA Construction Inc.  
 2314 Wilson St Hollywood, FL 33020  
 www.gaiagc.com

CLIENT INITIALS: \_\_\_\_\_

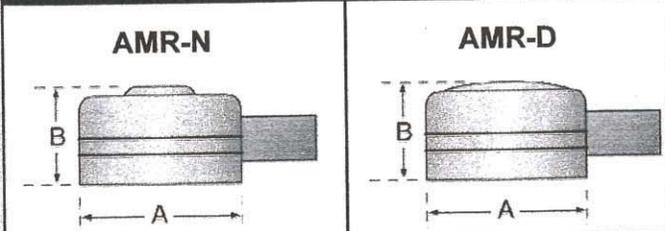
cel: 954-882-2672 --fax: 954-239-3914  
 Email: oscar@gaiagc.com

# American Round HID

Project Name	Type <input checked="" type="checkbox"/> SC
Catalog Number	AMR D1/N1 T3-175PS-VLFG-SEG-6-WM-BZ



## Dimensional Drawings



Fixture	A	B	Stripe	Max. Watts	Lbs
AMR-N1	22"	13 1/4"	2"	400 W	50
AMR-N2	26"	15 1/4"	2"	1000 W	70
AMR-D1	22"	13 1/4"	2"	400 W	50
AMR-D2	26"	15 1/4"	2"	1000 W	70

The **American Round** series features the most advanced lighting reflector system available today. Vision™ is a patented, revolutionary reflector system unlike any other. The flat lens, vertical lamp, IES full cutoff luminaire is Dark-Sky certified to restrict light trespass, glare and light pollution for neighborhood-friendly outdoor lighting.

The housing features soft, rounded contours with two low-profile styles. A decorative reveal accents the shape with complementary or contrasting colors. Computerized precision machinery and quality materials ensure manufacturing to the highest industry standards.

**American Round** is offered in two enclosure styles and five distribution patterns, including a special forward throw T4A reflector for auto dealership front line lighting. Vision™ Reflector System allows the use of fewer fixtures and poles with wider spacings, providing substantial equipment, installation and energy cost savings.

**American Round** is a proven performer for auto dealerships, shopping centers, parking lots and general area lighting. A wide selection of light sources from 100 through 1000 watts are offered in Metal Halide, High Pressure Sodium and Pulse Start Metal Halide lamps to provide excellent efficiency, lumen maintenance and color.

AMR-N1	T3	100	PS	6	BOA6	BZ	HHS
Model	Optics	Wattage	Source	Voltage	Mounting	Finish/Stripe	Options
AMR-N1	Type II (T2)	HID 100 (100)	PS, HPS	120 (1)	Bolt-On Arm 6" (BOA6)	Bronze (BZ)	<u>Photocell &amp; Receptacle</u> *Specify voltage (PCR120) (PCR208) (PCR240) (PCR277) (PCR480)
AMR-D1	Type III (T3)	150 (150)	PS, HPS	208 (2)	Bolt-On Arm 10" (BOA10)	Black (BK)	Photo Receptacle (PER) *With shoring cap
	Type IV (T4)	200 (200)	PS	240 (3)	Spider Mount *Fits 2 1/4" O.D. (SM)	White (WH)	<u>Button Type Photocell</u> *Specify voltage (PC120) (PC208) (PC240) (PC277)
	Type IV-A (T4A)	250 (250)	PS, HPS	277 (4)	Wall Mount *Cast Wall Plate (BAWP) to be ordered separately (WM)	Forest Green (FG)	Quartz Restrike (QR)
	Type IV-A (T4A)	320 (320)	PS	480 (5)	M-Tap *Multi-Tap ballast wired at 277 V unless specified (6)	Grey (GY)	<u>Fusing</u> *Specify voltage Single in-line fuse (SF120) (SF277) Double in-line fuse (DF208) (DF240) (DF480)
AMR-N2	Type V (T5)	400 (400)	PS, HPS	347 (8)	Unless specified, a BOA6 will be supplied for S1 and D180 mounting. BOA10 is supplied for all other configurations.  Round Pole Plate Adaptors (RPP) are to be ordered separately.	Stripe Color Blue Metallic (94) Red Opaque (188) Silver Metallic (58) Gold Metallic (41) White Opaque (50) Black Metallic (60) Charcoal Metallic (20)	House Side Light Shield (LS)
AMR-D2		750 (750)	PS	MH, PS, HPS (M) (P) (S)		Internal Light Shield (ILS)	
		1000 (1000)	MH - Metal Halide PS - Pulse Start Metal Halide HPS - High Pressure Sodium			Round Pole Plate Adaptor (RPP)	
		*Reduced envelope lamp on 400 W					Cast Wall Plate (BAWP)

For more detailed information on mounting, wiring or installation instructions, please consult factory. If poles are not ordered with fixtures, please specify mounting requirements. This document contains proprietary information of Visionaire Lighting, LLC. Any use of this information requires the written approval of Visionaire Lighting, LLC. In keeping with our TQM policy of continuous improvement, Visionaire reserves the right to change any specifications or configurations without prior notice.

### Housing

• All housings are one-piece, spun aluminum, designed and engineered for a weather-tight seal. **American Round** housings display a decorative external reveal to give the luminaires a distinct appearance. All external hardware is stainless steel.

### Lens and Door Assembly

• Door assembly is precision spun, one-piece, corrosion-resistant aluminum, with captive stainless steel fasteners.  
 • The standard lens is a clear, tempered flat glass, secured by galvanized lens retainers, and sealed with silicone gasketing to provide complete weather and insect protection.

### Vision™ Optical System

• Reflector is precision CNC cut and bent, multifaceted, segmented, highly efficient, 95% reflective aluminum. Available in five distribution patterns.  
 • Tool-less reflector entry.

### Quali-Guard® Finish

• The finish is Quali-Guard® textured, chemically pretreated through a multiple stage washer, electrostatically applied, thermoset polyester powder coat finish, with a minimum of 3-5 millimeter thickness. Finish is oven-baked at 400 °F to promote maximum adherence and finish hardness. All finishes are available in standard and custom colors.  
 • Finish is guaranteed for two (2) years.

### Mounting

• A rounded extruded aluminum, Bolt-On Arm (BOA), with an in-pole nut plate, securing two half-inch zinc running bolts with stainless steel hardware is standard. A Round Pole Plate Adaptor (RPP) is required for mounting to 3" - 5" round poles.

### Electrical Assembly

• All ballasts are premium-grade HPF regulating autotransformers. Ballast is capable of providing consistent lamp starting down to -20 °F. Available in:

- Metal Halide (MH)
- Pulse Start Metal Halide (PS)
- High Pressure Sodium (HPS)

• Socket is glazed porcelain medium or mogul base with nickel-plated contacts, rated at 4 kV (5 kV for 1000 watt) and 600 V.

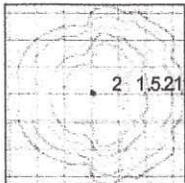
### Options

- Photocell & Receptacle
- Photo receptacle
- Button type photocell
- Quartz restrike
- Fusing
- House side light shield
- Internal light shield
- Round pole plate adaptor
- Cast wall plate
- Stripe color

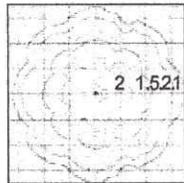
Please consult factory for custom options.

### Listings

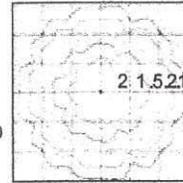
- **American Round** is  listed, suitable for wet locations.
- Dark-Sky Friendly®, full cutoff certified by the International Dark-Sky Association.
-  compliant.
- Powder Coated Tough™ 
- Vision™ Reflector System (U.S. Patent No. 7,213,948).



AMERICAN ROUND-2 ISOLUX CURVE TYPE III PULSE START VLFG 400 WATTS  
 Scale: 1 Square = 30 ft Initial Light Loss Factor = 1.00 Mounting Height = 25 ft Arrangement: Single

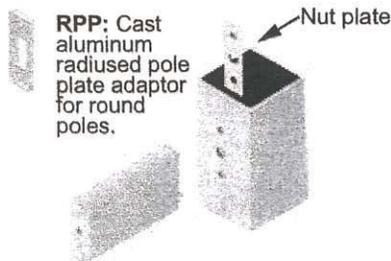


AMERICAN ROUND-1 ISOLUX CURVE TYPE V PULSE START VLFG 400 WATTS  
 Scale: 1 Square = 30 ft Initial Light Loss Factor = 1.00 Mounting Height = 25 ft Arrangement: Single

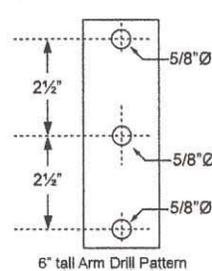


AMERICAN ROUND-2 ISOLUX CURVE TYPE V METAL HALIDE VLFG 1000 WATTS  
 Scale: 1 Square = 60 ft Initial Light Loss Factor = 1.00 Mounting Height = 42 ft Arrangement: Single

### Bolt-On Arm Detail



AMR: 6" or 10" long x 6" tall x 2" wide



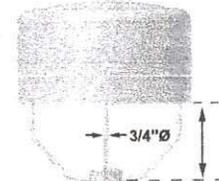
### Cast Wall Plate



\*For use with standard Bolt-On Arm

BAWP: 10" tall x 6 1/2" wide

### Spider Mount Detail



\*Fits 2 3/8" O.D.

AME-N1/D1: 8.89" tall  
 AME-N2/D2: 11.5" tall

### EPA Data

Fixture with Arm							Spider Mount 
AMR-N1	2.2	4.0	4.4	6.0	5.1	7.1	2.4
AMR-N2	2.9	5.2	5.8	7.8	6.7	9.3	3.1
AMR-D1	2.2	4.0	4.4	6.0	5.1	7.1	2.4
AMR-D2	2.9	5.2	5.8	7.8	6.7	9.3	3.1



19645 Rancho Way • Rancho Dominguez, CA • 90220  
 Tel: (310) 512-6480 • Fax: (310) 512-6486  
 www.visionairelighting.com



5 Olive Drive, Apt. 26  
 Hialeah, FL 33010  
 Phone: 786.925.0084  
 Fax: 786.358.6090  
 miranconstructionllc@gmail.com  
 www.miran-construction.com

**ESTIMATE**

**Prepared for:** Maggie Yeshua  
 16211 NE 18 Ave NMB, FL

**Date:** 1/5/2014

QTY	Service Description	Amount
1 SET	Project located at: 16211 NE 18 Av NMB, FL Provide all materials, equipment and labor required for completion of project based on drawings by Lawrence Simon Architect.  A full detail and items breakdown is available upon request at a non refundable \$500 fee for comparison with other contractors.  We carry liability insurance and workers comp for \$1 million dollars  Terms and payments are open to negotiation.	\$38,965.00
Make all checks payable to Miran Construction, LLC.		
<b>Total</b>		<b>\$38,965.00</b>

**THANK YOU FOR YOUR BUSINESS!**







<b>North Miami Beach CRA Façade Improvement Grant Application List of Bona Fide Bids</b>		
<b>Name and Type of Business:</b> Law Office of Ivan Schertzer 16211 NE 18th Avenue		
<b>Contractors</b>	<b>Service</b>	<b>Cost</b>
JNY Remodeling, Inc.	painting of building, sidewalk/surface parking improvements, ADA parking improvements, walls, exterior lighting, new sign	\$43,800.00
GAIA Construction	painting of building, sidewalk/surface parking improvements, ADA parking improvements, walls, exterior lighting, new sign, landscaping	\$31,900.00
Miran Construction LLC	painting of building, sidewalk/surface parking improvements, ADA parking improvements, walls, exterior lighting, new sign, landscaping	\$38,965.00
<b>Total Cost of Project</b>		
<b>Requested Grant Amount</b>		\$15,950.00



**NORTH MIAMI BEACH**  
*Florida*



# City of North Miami Beach

## FY 2014 CRA Loan

Rasha Cameau, CRA Coordinator  
Ana M. Garcia, CRA Executive Director  
Janette Smith, Finance Director

January 27, 2014

## Terms from the Bank

- Debt Service Coverage Ratio: TIF Revenue must be at least 1.50 (150%) of debt.
- Currently TIF Revenue is at .74 (74%) coverage.
- Interest payments through 2016 then resume principal and interest payments.
- Debt must be secured by putting balance in escrow account until debt is paid, TIF increases to 1.50 ratio, or
- City must secure the debt with non ad valorem revenue.
- No other debt shall be allowed without the Bank's consent.

# Staff's recommendation

- Pay balance of debt \$3.6 million from available loan funds
- Advantages:
  - Balance of \$323,734 available for infrastructure grant projects
  - The 2<sup>nd</sup> loan of \$3 million is currently paid out of TIF Revenue & exceeds the Debt Service Coverage Ratio
  - County agrees with paying off the debt.
- Challenges:
  - Less funds available for major infrastructure grant requests until TIF increases or CRA gets additional funding.



# NORTH MIAMI BEACH *Florida*



	FY13-14 Budget	YTD & Pending Expenditures	Proposed Changes Feb. to Sept. 2014
Salaries & Fringes	\$80,035	\$ 51,211	\$6,355
Consultant Fees: RMA	\$ 45,000	\$15,000	\$83,333
Façade/Interior Grants	\$130,000	\$0	\$130,000
Operations	\$47,300	\$7,330	\$38,480
Debt Service	\$572,072	\$279,545	\$100,173
Infrastructure Projects	\$329,347	\$329,347	\$323,734
Payoff Debt/Escrow	\$0	\$0	\$3,672,500
Contingency	\$3,833,255	\$4,354,575	\$0
<b>Total Exp.</b>	<b>\$5,037,009</b>		<b>\$4,354,575</b>



October 22, 2013 (updated October 24, 2013) (further updated 12/19/2013)

Ms. Janette Smith, CPA  
Finance Director  
City of North Miami Beach  
17011 NE 19th Ave.  
North Miami Beach, FL 33162-3100  
Ph: 305-948-2930  
Fax: 305-948-2996

RE: North Miami Beach CRA

For the fiscal year ended September 30, 2012, North Miami Beach Community Redevelopment Agency (CRA) violated its Debt Service Coverage Ratio covenant (as defined in Section 15 of the CRA Policy Resolution No. 2006-7 dated November 21, 2006). Bank of America is agreeable to a waiver of this covenant violation subject to modification of the existing credit agreements as follows:

**Repayment Schedule:** The Bank shall modify the \$5,000,000 Taxable Redevelopment Revenue Note dated 1/24/2007 so that no principal payments shall be required on the note for eight quarters beginning 2/1/2014. The CRA shall be required to make an advance principal payment of \$555,552 upon the closing of the note modification which shall occur no later than 01/30/2014. Quarterly principal payment of \$69,444 shall resume on 2/1/2016.

**Covenant to Budget and Appropriate:** The City shall further secure the all of the CRA debt (both the taxable and tax exempt notes held by Bank of America) with a covenant to budget and appropriate from legally available non ad valorem revenue. The City shall agree to an anti-dilution test which generally states that prior to the incurrence of additional debt from legally available non ad valorem revenues, legally available non ad valorem revenues less expenditures for essential governmental services (as determined by the most recent audited fiscal year end financial statements) must cover existing and projected maximum annual debt service on all debt secured by and or payable from such Revenues (including the debt subject to this modification) by a least 1.50x. All security language must be acceptable to the Bank and its counsel.

**Modify/Waive Debt Service Coverage Ratio:** The definition of existing Debt Service Coverage Ratio shall be modified so that the ratio is calculated using Actual Annual Debt Service versus Maximum Annual Debt Service for the fiscal years ending 9/30/2014, 9/30/2015 and 9/30/2016. Calculation of Actual Annual Debt Service shall be based on actual interest rates and will exclude the required \$555,552 principal reduction. Beginning in FY 2017, the Debt Service Coverage Ratio covenant shall revert back to MADSs as originally defined in the Resolution. The Debt Service Coverage Ratio covenant shall be waived for the Fiscal Year

2013 as it is anticipated that the City will violate the covenant for this fiscal year based on year to date actual payments.

**Additional Indebtedness:** No other debt shall be allowed without Bank's written consent.

All other terms and conditions and provisions of the existing documents shall remain unchanged. This modification is subject to the preparation and execution of legal documents acceptable to the Bank and its counsel. The town shall pay the legal cost of the preparation and bank review of such documents.

If you would like to move forward with proposed modification, please indicate your acceptance of this proposal by signing below. Upon receipt of the signed proposal, the Bank shall engage legal counsel for preparation of the required loan modification documents. If you have any questions, please contact me at the number or mail address below.

Sincerely,



Holly Kuhlman  
Senior Vice President/Senior Credit Products Officer  
(239) 659-2275  
[Holly.kuhlman@baml.com](mailto:Holly.kuhlman@baml.com)

**Accepted by:** \_\_\_\_\_

**Name:** \_\_\_\_\_

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

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

**CRA POLICY RESOLUTION NO. 2014-001**

**A RESOLUTION OF THE CHAIRMAN AND BOARD MEMBERS OF THE NORTH MIAMI BEACH COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING PAYMENT OF THE CURRENT OUTSTANDING BALANCE OF REDEVELOPMENT REVENUE NOTE SERIES 2007B TO BANK OF AMERICA IN THE AMOUNT OF THREE MILLION SIX HUNDRED SEVENTY TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$3,672,500.00); AUTHORIZING THE CRA EXECUTIVE DIRECTOR TO TAKE ALL ACTION NECESSARY TO EFFECTUATE SAID PAYMENT TO BANK OF AMERICA; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, at its regular meeting held on November 21, 2006, the City of North Miami Beach Community Redevelopment Agency (the "CRA") approved and adopted Policy Resolution 2006-7, which provided for, among other things, the issuance of a Redevelopment Revenue Note Series 2007B in the principal amount not to exceed Five Million and 00/100 Dollars (\$5,000,000.00) to finance the cost of land acquisition and redevelopment activities and projects within the CRA Redevelopment Area; and

**WHEREAS**, the proceeds of the Redevelopment Revenue Note Series 2007B were previously deposited into the Project Account; and

**WHEREAS**, the CRA desires to pay the current outstanding balance of Redevelopment Revenue Note Series 2007B to Bank of America in the amount of Three Million Six Hundred Seventy Two Thousand Five Hundred and 00/100 Dollars (\$3,672,500.00).

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

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

**Section 2. Payment of Current Outstanding Balance of Revenue Note Series 2007B.** The payment of the current outstanding balance of Redevelopment Revenue Note Series 2007B to Bank of America in the amount of Three Million Six Hundred Seventy Two Thousand Five Hundred and 00/100 Dollars (\$3,672,500.00) is hereby authorized.

**Section 3. Authority of Executive Director.** The CRA Executive Director is hereby authorized to take all action necessary to effectuate said payment to Bank of America.

**Section 4. Effective Date.** This Resolution shall take effect immediately upon approval.

PASSED AND ADOPTED by a \_\_\_\_\_ vote of the Board of the North Miami Beach Community Redevelopment Agency, this 27<sup>th</sup> day of February, 2014.

ATTEST:

NORTH MIAMI BEACH COMMUNITY REDEVELOPMENT AGENCY

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
GEORGE VALLEJO, CHAIRMAN

APPROVED AS TO FORM:

\_\_\_\_\_  
GRAY ROBINSON, P.A.  
CRA ATTORNEY

SPONSORED BY: ADMINISTRATION

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

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

Vote:

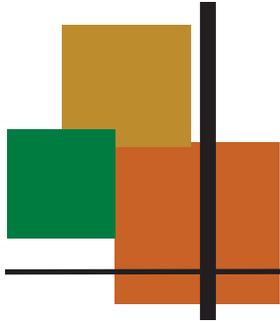
Chairman George Vallejo	_____ (Yes)	_____ (No)
Board Member Anthony F. DeFillipo	_____ (Yes)	_____ (No)
Board Member Barbara Kramer	_____ (Yes)	_____ (No)
Board Member Marlen Martell	_____ (Yes)	_____ (No)
Board Member Frantz Pierre	_____ (Yes)	_____ (No)
Board Member Phyllis S. Smith	_____ (Yes)	_____ (No)
Board Member Beth E. Spiegel	_____ (Yes)	_____ (No)

**City of North Miami Beach**  
**Community Redevelopment Agency FY 2013-2014 Budget**

#1

(FY 13-14 begins October 1, 2013)

	FY 12-13 Adopted Budget	FY12-13 Actual Budget	FY 13-14 Adopted Budget	FY 13-14 Proposed Amendment
<b>Revenues</b>				
City Tax Increment Revenue	366,833	366,833	222,266	222,266
County Tax Increment Revenue	183,310	183,310	202,346	202,346
<b>Additional City Funding</b>				
County Carryover				
Carryover from prior year (cash & equiv.)	5,517,000	5,517,000	4,679,589	4,602,228
Loan Proceeds				
Interest earnings	11,500	253	35,300	10,169
<b>Revenue Total</b>	<b>6,078,643</b>	<b>6,067,396</b>	<b>5,139,501</b>	<b>5,037,009</b>
<b>Expenditures</b>				
<b>Administrative Expenditures:</b>				
Employee salary and fringe	31,606	31,606	17,164	13,190
Audits	3,150	3,150	3,150	3,150
Advertising and notices	500	293	1,000	293
Travel	1,000	172	1,000	952
Office equipment and furniture			0	0
Other Admin. Exps (attach list)	4,750	4,750	8,614	8,835
<b>(A) Subtotal Admin Expenses, %</b>	<b>41,006</b>	<b>39,971</b>	<b>30,928</b>	<b>26,420</b>
Reimbursement of City Advances				
County Administrative Charge at 1.5%	2,750	2,750	3,035	3,035
<b>(B) Subtot Adm Exp</b>	<b>43,756</b>	<b>42,721</b>	<b>33,963</b>	<b>29,455</b>
<b>Operating Expenditures:</b>				
Employee salary and fringe	94,817	94,817	51,491	39,569
Contractual services	25,875	25,875	45,000	80,000
Printing and publishing	2,000	2,000	5,000	5,000
Marketing	5,000	5,000	3,000	10,193
Special events	12,000	12,000	0	0
Legal services/court costs	24,000	15,000	21,500	21,500
Redevelopment & Infrastructure	5,000,000	-	2,561,259	660,432
Public Safety	185,843	185,843	0	0
Capital Projects - Grants	30,000	11,000	130,000	130,000
Hanford Blvd Maintenance		0	0	0
NMB Blvd Maintenance	70,000	70,000	0	0
Debt service payments (capital imp.)	209,867	209,867	206,670	203,622
Debt service payments (property)	369,380	369,380	365,402	3,857,238
Transfers out to others (attach list)				
Other Oper. Expenses (attach list)				
<b>(C) Subtotal Oper. Expenses</b>	<b>6,028,782</b>	<b>1,000,782</b>	<b>3,389,322</b>	<b>5,007,554</b>
<b>(D) Reserve/Contingency</b>	<b>6,105</b>	<b>4,679,589</b>	<b>1,716,216</b>	<b>0</b>
<b>Expenditure Total (B+C+D)</b>	<b>6,078,643</b>	<b>5,723,092</b>	<b>5,139,501</b>	<b>5,037,009</b>
<b>Cash Position (Rev-Exp)</b>				
	FY 12-13	FY12-13	FY13-14	FY13-14
	<b>Adopted</b>	<b>Actual</b>	<b>Adopted</b>	<b>Proposed</b>
<b>Projects:</b>	Expenditures	Expenditures	Expenditures	Amendments
Redevelopment & Infrastructure	5,000,000	5,000,000	4,277,475	660,432
Capital Projects	30,000	11,000	130,000	130,000
Hanford Blvd Maintenance		0		
NMB Blvd Maintenance	70,000	70,000	0	0
<b>Total project dollars:</b>	<b>5,100,000</b>	<b>5,081,000</b>	<b>4,407,475</b>	<b>790,432</b>



# CITY OF NORTH MIAMI BEACH

## COMMUNITY REDEVELOPMENT AGENCY



### FISCAL YEAR 2013-2014 AMENDED BUDGET



# CITY OF NORTH MIAMI BEACH COMMUNITY REDEVELOPMENT AGENCY

## NMBCRA FY2013-2014 AMENDED EXPENSES

### 2. Contractual Services/CRA Staff Transition, Administration & Management Consulting (\$80,000)

NMBCRA has hired Redevelopment Management Associates LLC, (RMA) to provide staff transition, administration, management and consulting services for the NMBCRA, replacing the current CRA Coordinator. Scope of work is as follows:

1. Provide Administration and CRA Coordination services to the City of North Miami Beach CRA;
2. Provide general Marketing, Public Relations and Events Coordination assistance;
3. Provide Public Private Partnership support;
4. Provide continued consulting and staffing services as requested.

### 8. Debt Service (\$572,072)

In order to make the best and most responsible short term use of TIF revenues, the North Miami Beach Community Redevelopment Agency Board has deemed it appropriate to pay down the \$5,000,000 line of credit which was issued in 2007 and carrying a balance of \$3,672,500

- Debt service for the \$ 5,000,000 taxable line of credit \$3,672,500  
\$3,672,500

**CRA POLICY RESOLUTION NO. 2014-002**

**A RESOLUTION OF THE CHAIRMAN AND BOARD MEMBERS OF THE NORTH MIAMI BEACH COMMUNITY REDEVELOPMENT AGENCY APPROVING THE FISCAL YEAR 2013-2014 AMENDED BUDGET; AUTHORIZING THE EXECUTIVE DIRECTOR TO TRANSMIT THE FISCAL YEAR 2013-2014 AMENDED BUDGET TO THE CITY OF NORTH MIAMI BEACH AND MIAMI-DADE COUNTY; AUTHORIZING THE CRA EXECUTIVE DIRECTOR TO TAKE ALL ACTION NECESSARY TO COMPLETE THE APPROVAL PROCESS FOR THE FISCAL YEAR 2013-2014 AMENDED BUDGET WITH THE CITY OF NORTH MIAMI BEACH AND MIAMI-DADE COUNTY; AUTHORIZING APPROPRIATION OF CARRY FORWARD REVENUES AND INTEREST FROM FISCAL YEAR 2012-13 BUDGET; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on June 7, 2005, the Miami-Dade Board of County Commissioners adopted Resolution R-611-05 approving the Interlocal Cooperation Agreement (“Agreement”) among Miami-Dade County (“County”), the City of North Miami Beach (“City”), and the North Miami Beach Community Redevelopment Agency (“CRA”); and

**WHEREAS**, the Agreement requires that the CRA approve and adopt an annual budget, and transmit its annual budget to the City for approval prior to transmitting said budget to the County for approval; and

**WHEREAS**, the Fiscal Year 2013-2014 CRA Budget was previously approved by the CRA, the City and the County; and

**WHEREAS**, the CRA desires to amend the Fiscal Year 2013-2014 CRA Budget in certain respects including the payment of the current outstanding balance of Redevelopment Revenue Note Series 2007B to Bank of America in the amount of Three Million Six Hundred Seventy Two Thousand Five Hundred and 00/100 Dollars (\$3,672,500.00); and

**WHEREAS**, the amended Fiscal Year 2013-2014 CRA Budget is attached hereto as Exhibit “A” (the “Fiscal Year 2013-2014 Amended CRA Budget”).

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

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

**Section 2. Approval and Adoption of Amended Budget.** The Fiscal Year 2013-2014 Amended CRA Budget attached hereto as Exhibit "A" is hereby approved and adopted.

**Section 3. Transmittal of Budget.** The CRA Executive Director is hereby authorized to transmit the Fiscal Year 2013-2014 Amended CRA Budget to the City and the County for review and approval.

**Section 4. Authority of Executive Director.** The CRA Executive Director is hereby authorized to take all action necessary to complete the approval process for the Fiscal Year 2013-2014 Amended CRA Budget with the City and the County.

**Section 5. Carry Forward.** All revenues and interest carried forward from Fiscal Year 2012-13 shall be appropriated according to established guidelines and applicable law.

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

PASSED AND ADOPTED by a \_\_\_\_\_ vote of the Board of the North Miami Beach Community Redevelopment Agency, this 27<sup>th</sup> day of February, 2014.

ATTEST:

NORTH MIAMI BEACH COMMUNITY  
REDEVELOPMENT AGENCY

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
GEORGE VALLEJO, CHAIRMAN

APPROVED AS TO FORM:

\_\_\_\_\_  
GRAY ROBINSON, P.A.



## LETTER OF AGREEMENT

February 20, 2014

City of North Miami Beach CRA ("Client")  
Ana Garcia, Executive Director  
City Hall, 17071 NE 19<sup>th</sup> Ave  
North Miami Beach, FL 33162

AND

RMA, LLC ("Consultant")  
Christopher Brown, Principal  
3109 East Atlantic Blvd, Suite B  
Pompano Beach, Florida 33062  
Contact: (954) 829-3508

Dear Ms. Garcia:

Redevelopment Management Associates LLC, ("Consultant") is pleased to submit this Proposal for work related to staff transition, administration, management and consulting services to the City of North Miami Beach Community Redevelopment Agency (Client). If accepted, all services shall be performed as per this proposal.

Please review the proposed Scope of Services for content and compliance with your stated objectives; if there are revisions to the total content of the Scope we will be happy to discuss further and make any modifications as requested.

### **Background**

The City of North Miami Beach requests a proposal for management and consulting services from a firm specialized in redevelopment management, planning and implementation. The primary areas of focus in Year One of a contract are as follows:

1. Provide Administration and CRA Coordination services to the City of North Miami Beach CRA;
2. Provide general Marketing, Public Relations and Events Coordination assistance;
3. Provide Public Private Partnership support;
4. Provide continued consulting and staffing services as requested.



## SCOPE OF SERVICES

### 1.0 Administration and Project Coordination

Consultant shall assist the City or CRA on an ongoing basis on general issues related to the operation and organization of the CRA and will guide the Client through the redevelopment process.

Consultant shall provide Client with materials related to general CRA governance and operations, redevelopment programs, projects, development scenarios, and any other aspects of anticipated redevelopment assistance and guidance on an as needed basis as requested by the Client.

#### 1.1. CRA Management (Ongoing services on an annual basis, not to exceed 28 hours per week from March 2014-September 2014)

- 1.1.1. Prepare and monitor the CRA's annual budget and 5 year finance plan (which will be development in conjunction with the CRA Plan revisions)
- 1.1.2. Provide contact person for the general public
- 1.1.3. Manage day to day operations of the CRA office with a minimum of 20 hours per week of on-site staffing;
- 1.1.4. Coordinate negotiations, reviews, and administration of incentives;
- 1.1.5. Update and revise CRA collateral materials;
- 1.1.6. Develop and coordinate an interim program of promotion and events targeting real estate investors, developers, and brokers;
- 1.1.7. Develop a marketing implementation plan for the 2014/15 budget;
- 1.1.8. Provide monthly updates to the CRA Board;
- 1.1.9. Prepare staff reports, presentations and back up for CRA Board meetings;
- 1.1.10. Coordinate with City Staff and Consultants on CRA Capital Projects;
- 1.1.11. Attend One (1) CRA Board and One (1) Redevelopment Advisory Board meeting a month, and Board of County Commissioners Budget Meeting;
- 1.1.12. Prepare the CRA Annual Report;

**Team Member:** Project Management Services

**Support Team:** Economic Development, Planning Services, Marketing

Task 1.0. (Year One, March-September 2014) Fee for Services..... \$65,000 (\$9,285.71/mo)

### 2.0 Real Estate Development and Public Private Partnership Support

- 2.1. RMA has the expertise to negotiate complex deals
- 2.2. Analyze company financial information and proposed development pro forma statements to advise the City on their level of risk, project financing and, if any, level of contribution to meet a gap in financing;



- 2.3. Assist the City of North Miami Beach CRA in negotiations of a Development Agreement;
- 2.4. Provide the City of North Miami Beach CRA with urban design and market expertise to negotiate the project specifications, architectural style, mix of uses, and advise on proposed development plans in terms of tenant attraction and community desires.

**Team Members:** RMA Principals, Economic Development, Urban Design

Task 3.0 will be billed on an hourly basis, not to exceed .....\$10,000.00

**3.0 Ongoing Consulting Services**

Consultant will provide guidance to Client on redevelopment initiatives related to but not limited to housing, commercial, industrial and retail development, marketing, cultural programming, public relations and other areas of interest.

Consultant shall assist in land development including but not limited to land acquisition services, land development services and other services related to real estate development.

Consultant shall assist in rewriting of the land development regulations to encourage investment and redevelopment.

Consultant shall provide for attendance at additional CRA Board or City meetings as requested by Client. The above additional services will be provided on an hourly basis.

**4.0 Compensation**

Hourly fees for this Agreement are as follows:

Principals	\$195
Economic Development Director	\$185
Senior Redevelopment Associate	\$175
Sr. Project Manager	\$145
Sr. Engineer	\$140
Sr. Urban Designer	\$125
Planner	\$105
Marketing	\$100
Senior Project Coordinator	\$100
Special Events	\$ 95
Project Coordinator	\$ 85
Administrative Assistant	\$ 65

This Agreement is effective upon execution and may be terminated by either party at any time. All rates, services and fees are based on an annual schedule effective as of the execution date of this agreement and shall be renegotiated on an as needed basis.



We look forward to working with you on this project. Please call me if you have additional questions.

**AGREED TO AND ACCEPTED BY:**

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Ana Garcia, Executive Director  
City of North Miami Beach CRA

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Christopher Brown, Principal  
RMA, LLC

Project	Persons / Teams Responsible	Timeline/Deadline	Cost?
Update Promotional Material and Website	RMA / NMB Tech Dept.	31-Mar	
Identify Parcels For Sale or Joint Venture	RMA	31-Jan	
Coordinate Trl - Rail Meeting	RMA/Comm. Dev. Dir.	28-Feb	
Evaluate Concurrence	RMA	30-Apr	
Promote Incentives	RMA / CRA Coord.	Through 2/28/2014	
Develop Events	RMA	Planning by 2/28 Kickoff in April	Yes - TBD
Finish Refinancing of Loans	NMB Finance Department	31-Mar	
Enhance / Expand Newsletter	CRA Staff	31-May	
Implement Marketing Program	RMA / CRA Coord.	30-Jun	
Develop Finance Plan / Outlook	RMA & Finance Dept	30-Jun	Yes - During Budget
Identify Resources to Address Code/Parking	RMA	30-Jun	
Implementing Zoning Overlay	Comm. Dev. Dir.	31-Dec	
Implement Way Finding	City Manager	30-Sep	Yes - TBD
Review + Update Plan	CRA Staff	Through 12/31/2014	
<hr/>			
Construct Plan for Public Realm Improvements	Comm. Dev. Dir.	TBD	Yes - TBD
<hr/>			
Build Support For Zoning	Council	Ongoing	
Responsiveness Outreach	CRA Cord. / Comm. Dev.	Ongoing	
Improve Dev. Process	CMGR / Comm. Dev.	Ongoing	
Identify Issues for Targeted Code Enforcement	CRA Cord. / RAB	Ongoing	
Work on J.V. Developments	RMA	Ongoing	
Address Miami-Dade Area Code Issues	Code/Council	Ongoing	