



Pre-Application Summary Materials

Southeast Overtown Park West DRI Increment III



Southeast Overtown / Park West
Community Redevelopment Agency

April 2010
(Updated)

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General Information

City of Miami Southeast Overtown/ Park West Community Redevelopment Agency (CRA) and the City of Miami (as Co-Applicants) are seeking to undertake the Southeast Overtown/ Park West (SEOPW) Development of Regional Impact – Increment III.

A team of consultants has been assembled to assist in the regulatory approvals for the project. Authorized agent and consultant team member addresses, telephone numbers, and email addresses are listed below.

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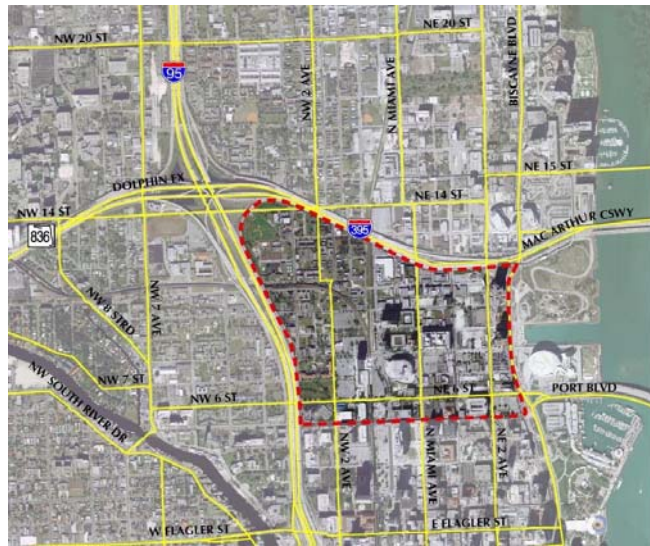
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Introduction

Overtown, a historically vibrant African American community in Miami in the 60s, is today a community struggling to overcome poverty and poor economic conditions. In a scenario similar to many other large cities across the nation, urban planning and transportation engineering decisions of the 1960s and 1970s meant that two major highways, I-95 and I-395 would intersect this neighborhood, splitting the community geographically into four communities. Migration of many middle-income and wealthier residents to the suburbs left much of this area vacant and neglected.

In the 1980's the Southeast Overtown Park West DRI was established as an area-wide DRI to help this struggling area prosper and grow. The many benefits for ensuring the growth and redevelopment of this area include its strategic location next to the downtown Miami core, services by all modes of transportation and its equal accessibility to the broadest range of commuters, residents, and workers, and an easily identifiable location for both residents and visitors. The Southeast Overtown / Park West area thus offers the greatest opportunity for a truly mixed-use comm core.



Future development in the Southeast Overtown / Park West area, as it takes shape, will transform it into a thriving mixed use neighborhood and commercial hub in the heart of downtown. This will not only serve the area and the adjacent downtown area but will be vital to maintaining and improving the region's health and prosperity. Goals for the area include the preservation of historic buildings and community heritage, the creation of affordable housing opportunities through infill and diversity in housing types, the creation of employment within the community and the improvement of the quality of life for area residents.

The area is currently served by public and private infrastructure. However, there is an ever increasing difficulty to provide adequate infrastructure to accommodate the impacts of redevelopment and new development. Increment III, as part of the Southeast Overtown Park West Development of Regional Impact, will seek to find solutions to meet the demands and challenges of urban growth, and will take a proactive approach in addressing these issues as part of the DRI process.

The Southeast Overtown Park West (SEOPW) DRI is a Master Incremental DRI that establishes a development program that specifies the total amount of development that can be located anywhere within the DRI boundaries, subject to local land development regulations. The Master Development Order was originally adopted by the City of Miami Commission on February 11, 1988 granting Increment I entitlements and enabling the redevelopment of underutilized and blighted land area into a socially and economically integrated community, providing unique living and working opportunities in downtown Miami. Increment I development was built out as of March 21, 2005. Development under Increment II was approved on September 24, 1992 and is currently underway with a buildout date of March 21, 2010. It is possible that as of March 21, 2010, unreserved development credit from the Increment II development program may still exist. As with the previous Increment I development program, the intention is that this unreserved development credit will be rolled over into the Increment III development program.

To recognize the importance of the area's premium transit and express bus transit services, both Miami-Dade County and the City of Miami have granted specialized level of service to roadways adjacent to transit facilities and have adopted them as a part of their respective local government comprehensive plans.

The CRA and the City have taken a proactive approach to affordable housing, determined to show that affordable units are accessible, especially given the premium transit services which provide direct connections to downtown employment for the home to work commuters.

In 2003, the Southeast Overtown / Park West Community Redevelopment Agency (CRA) initiated the Southeast Overtown Park West Master Plan to plan strategically for the future of the downtown area in order to preserve historic buildings and community heritage, promote the advantages of urban living, provide connectivity between neighborhoods and to provide a sense of place along with economic vitality for the area. The master planning process identified policies, projects, and partnerships that would secure a strong future for the area. The Master Plan identifies short-term initiatives as well as long-term priorities and projects. To this end, the SEOPW DRI will act as a catalyst to implement the Southeast Overtown Park West Master Plan, updating growth prospects and illustrating that the projected development can be supported in the downtown area with proper guidance and mitigation.

Question 9 – Maps

In response to Question 9, and as part of the ADA, the following maps will be provided:

Exhibit A – Location Map

Exhibit B – Aerial Map

Exhibit H-1 – Project Development Areas

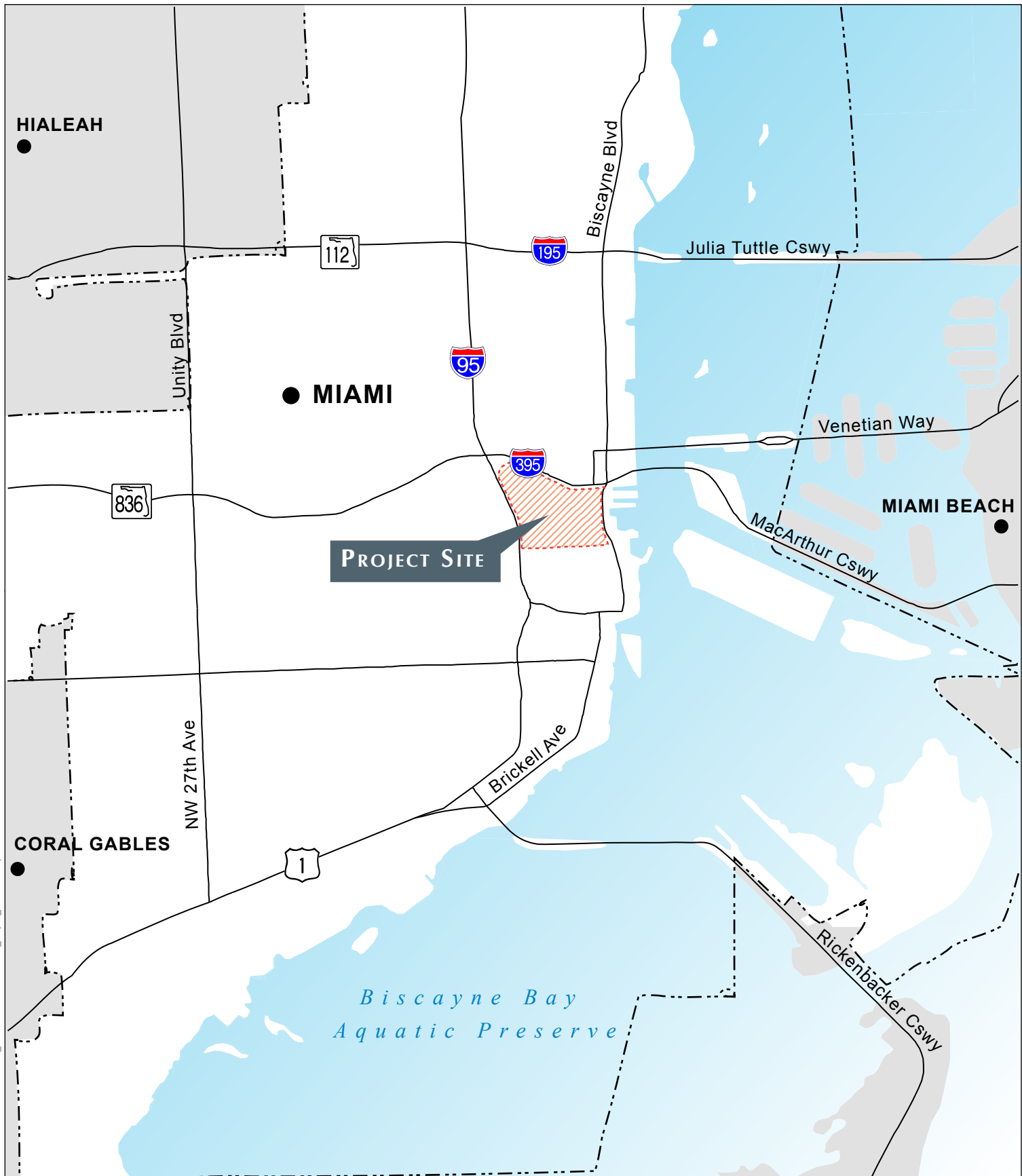
Exhibit H-2 – Future Land Use Map

Exhibit H-3 – Zoning Map




Exhibit H-4 – Existing Premium Transit Map

Maps and exhibits relating to individual sections are included and addressed accordingly.

Y:\USBDATA\PROJECTS\2008_03 SEOPW DRI\2008-03_Map A_Location Map.mxd



LEGEND

-  Southeast Overtown Park West DRI Boundary
-  City of Miami Boundary
-  Other Jurisdictions

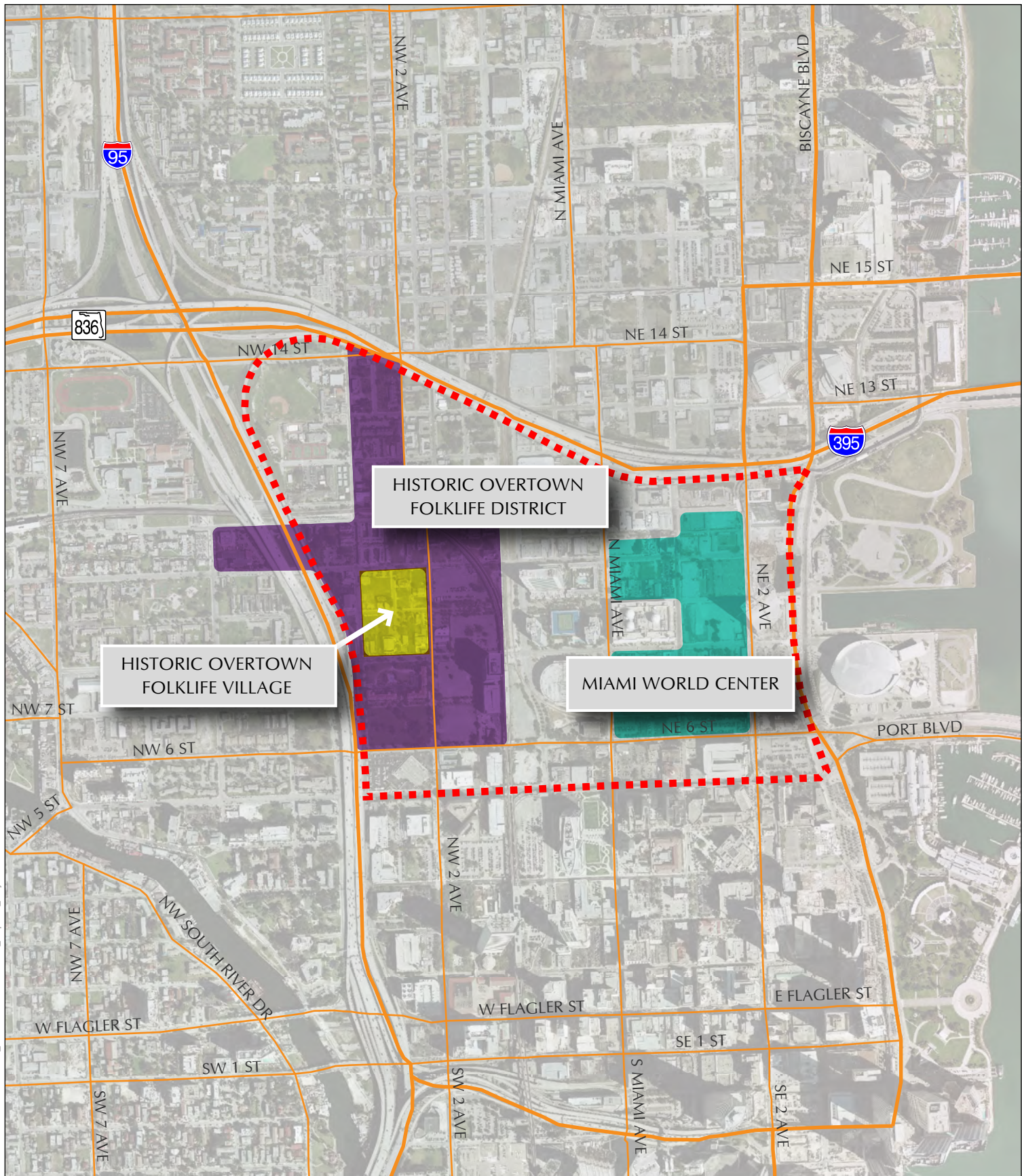


Source: Miami-Dade GIS 2008; Adapted by The Curtis Group, 2009
0 0.25 0.5 1 Miles


EXHIBIT A LOCATION MAP

SEOPW DRI - INCREMENT III

Y:\USBDATA\PROJECTS\2008_03 SEOPW DRI\2008-03_Map H-1_Project Dev Areas.mxd



LEGEND

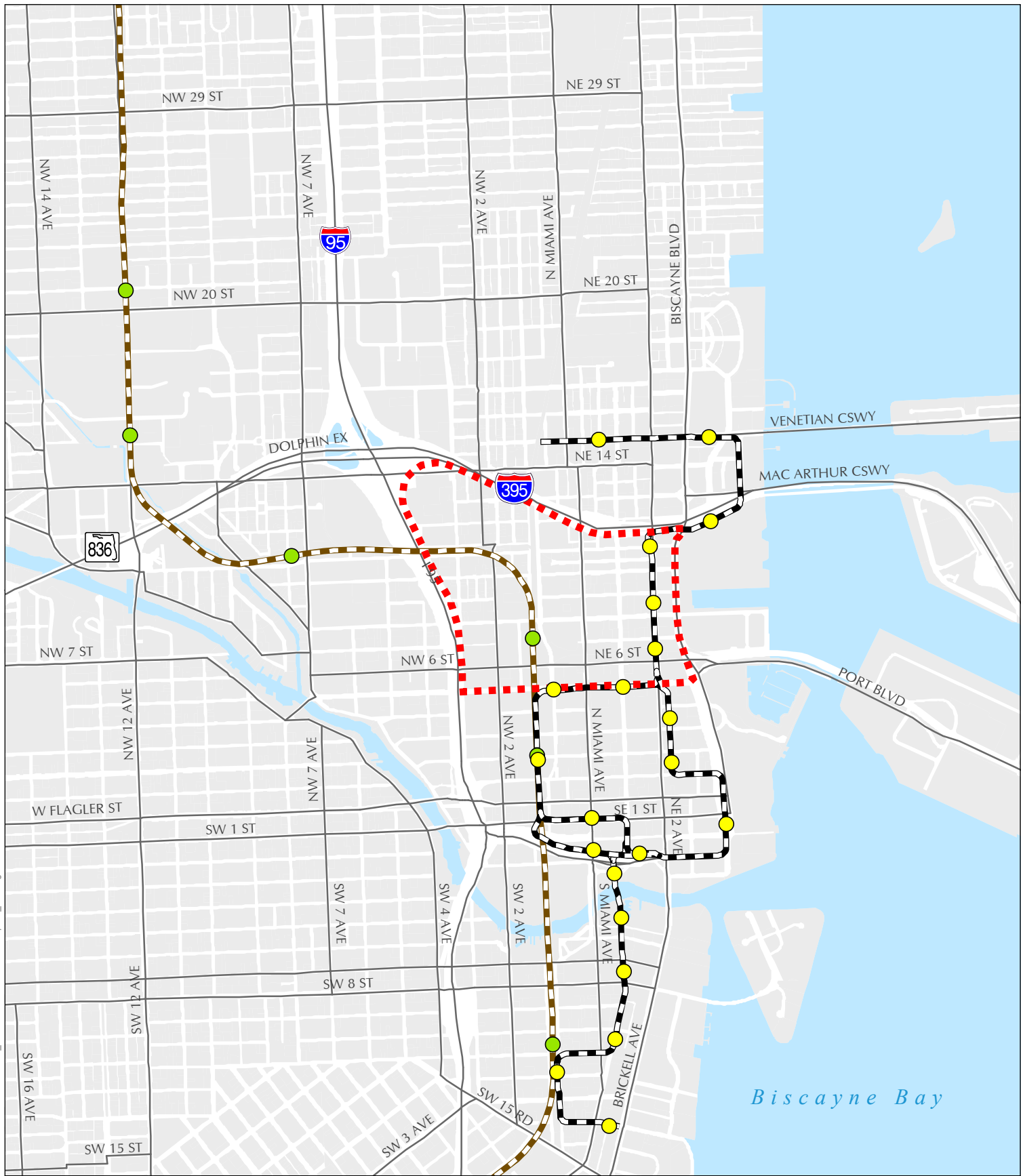
 Southeast Overtown Park West DRI Boundary



Source: Miami-Dade GIS 2008; Adapted by The Curtis Group, 2009
0 500 1000 2000 Feet

EXHIBIT H-1 PROJECT DEVELOPMENT AREAS

SEOPW DRI - INCREMENT III



LEGEND

- Southeast Overtown Park West DRI Boundary
- Metrorail stations
- Metromover stations
- Metrorail
- Metromover



Source: Miami-Dade GIS 2008; Adapted by The Curtis Group, 2009
 0 1000 2000 4000 Feet

EXHIBIT H-4 EXISTING PREMIUM RAIL TRANSIT

SEOPW DRI - INCREMENT III

Question 10 – General Project Description

Project Description

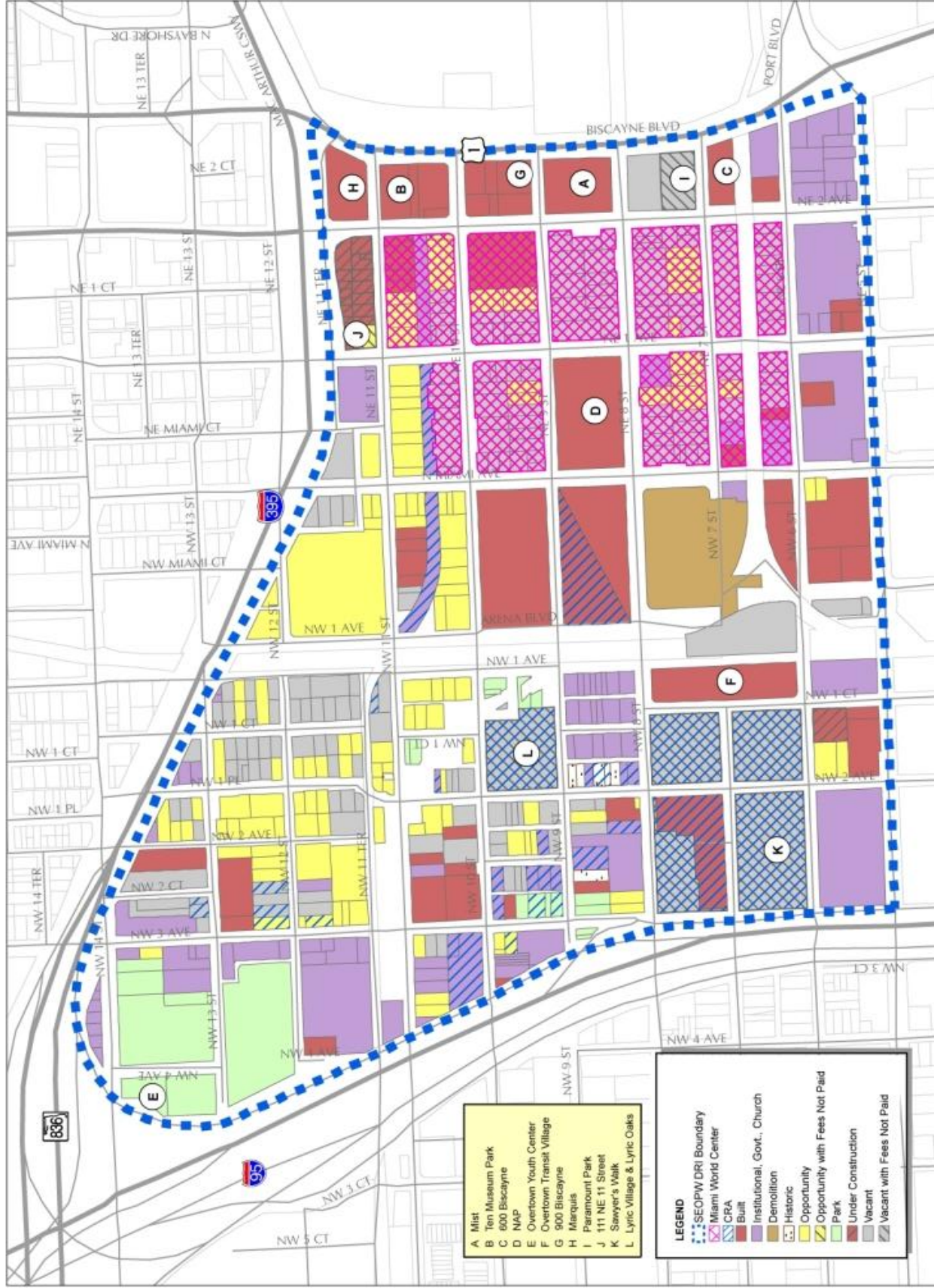
The SEOPW DRI encompasses 209 acres of urban development in the City of Miami that is under the jurisdiction of the Southeast Overtown/Park West Community Redevelopment Agency and the City of Miami. The SEOPW DRI is generally bounded on the north by I-395, on the east by Biscayne Boulevard, on the south by NW/NE 5th Street, and on the west by I-95 (see Exhibits A and B – Location Map and Aerial Photo).

Development Program

Master planning efforts within SEOPW have been undertaken to ensure development of the SEOPW DRI which proposes to attract a diverse population, increasing both the quality and quantity of its offerings with a mix of uses that is expected to foster and sustain economic growth in the community. These master planning efforts including the 2009 Amended SEOPW Redevelopment Plan, the Historic Folk Life Village plans, the Historic Folklife District plans and the developer's proposals for the Miami World Center in Park West have all been considered and accommodated in the Increment III program. In addition, these master plans and other individual site plans were reviewed by the community and stakeholder through a series of meetings and workshops held to determine the desires and obtain feedback from the community. The goals the community emphasized include:

- preservation of historic buildings and community heritage;
- creation of affordable housing opportunities through infill and diversity in housing types;
- creation of employment within the community; and,
- improvement of the quality of life for area residents.

To aid in developing the program for Increment III, existing and approved Major Use Special Permits (MUSP) accomplished through the Increment II program of the SEOPW DRI for the area were mapped. These reflect the accurate amount of credits that were used, and those that were remaining for each use type. Built out areas, vacant lots, sites that may hold opportunity for redevelopment and infill were also mapped and factored into the development of the proposed Increment III program. The graphic below shows the existing conditions in the SEOPW DRI area, ownership of parcels, and built and approved MUSPs for the area.



In conjunction with the mapping of existing and approved development described above, Table 10-1A outlines the current development status of Increments I and II.

Table 10-1A SEOPW DRI – Status of Increments I and II ¹								
Use	Units	Increment I Approved	Demolition Credit	Increment I plus Demolition Credit	Increment II Approved	Increments I and II Total Credits	Total Credits Used with Fees Paid	Total Credits Remaining after Fees Paid
		[A]	[B]	[A + B = C]	[D]	[C + D = E]	[F]	[E – F = G]
Office	SF	166,000	104,695	270,695	337,000	607,695	457,431	150,264
Retail	SF	95,400	63,243	158,643	71,700	230,343	110,043	120,300
Residential	DU	2,000	0	2,000	2,000	4,000	2,216	1,784
Hotel	Rooms	0	0	0	500	500	56	444
Recreation	Seats	8,000	0	8,000	8,000	16,000	0	16,000
Convention	SF	0	0	0	0	0	0	0

Based on the master planning process(es) for SEOPW, community outreach, stakeholder interviews, and the results of the existing and approved mapping process, Table 10-1B outlines a proposed development program for Increment III.

Table 10-1B SEOPW DRI - Proposed Development Program for Increment III							
Use	Units	Total Credits Remaining after Fees Paid	Approved by MUSP but Fees Not Paid	Total Credits Remaining Increments I and II	Administrative Conversions ²	Credits Remaining after Admin. Conversions	Increment III Proposed Development Program
		[E – F = G]	[H]	[G – H = I]	[J]	[I – J = K]	
Office	SF	150,264	0	150,264	-43,500	106,764	2,300,000
Retail	SF	120,300	117,179	3,121	22,005	25,126	1,250,000
Residential	DU	1,784	1,947	-163	163	0	4,000
Hotel	Rooms	444	120	324	0	324	2,100
Recreation	Seats	16,000	0	16,000	-8,000	8,000	8,000
Convention	SF	0	0	0	0	0	200,000

1. See Tables 1, 2 and 3 from the SEOPW DRI Biennial Status Report for Years 2005 to 2008 as provided in Attachment I.

2. Administrative conversions permitted for the SEOPW DRI pursuant to the adopted Land Use Exchange Rates from Exhibit A-2 of the 2005 Adopted NOPC.

- Convert Seats to Retail = 8,000*2.7506 exchange rate = 22,005 SF of Retail.
- Convert Office to Residential = 43.500*3.7500 exchange rate = 163 DU.

Question 21 – Transportation

This document reflects the transportation study methodology to be utilized in preparing responses to Question 21 Transportation for Increment III of the SEOPW DRI. The acceptance of this document (or any future revision) shall be considered the Transportation Methodology Letter of Understanding (MLOU). The study methodology outlined herein is consistent with the study methodology proposed for Increment III of the adjacent Downtown Miami DRI and will reflect the Increment III transportation analysis for a previously approved Master Incremental DRI due to the special characteristics of the study area which include the following:

- The SEOPW DRI is located in an urban downtown area which is served by Metrorail, Metromover, Express Bus, Metrobus, connections to Tri-Rail via Metrorail to the north and connections to the Busway via Metrorail to the south.
- The SEOPW DRI is located within the City of Miami transportation concurrency exception area (TCEA) which was incorporated into the MCNP in 1999 pursuant to Ordinance 11864. The TCEA was originally approved by Miami-Dade County for the Urban Infill Area pursuant to Amendment 94-2 of the Miami-Dade County Comprehensive Development Master Plan.
- The City of Miami has designated Downtown Miami and the adjacent downtown areas inclusive of the SEOPW DRI as an Urban Central Business District (UCBD) in the MCNP, identifying downtown and the SEOPW CRA as the urban core within the City of Miami consistent with the Comprehensive Plan and Future Land Use Map, containing mass transit service and high density multi-use development.
- The City of Miami continues to advance the funding and design of the Miami Streetcar which will provide an additional mode of premium transit service connecting SEOPW and Downtown Miami to the Design District to the north and the Health District to the northwest.
- Ongoing planning efforts by the City of Miami include a proposed trolley system comprised of six (6) local routes including a route in Overtown.
- The Florida Department of Transportation in partnership with the South Florida Regional Transportation Authority continues to advance the South Florida East Coast Corridor Transit Analysis Study for regional and local transit service along the Florida East Coast Railway. This premium transit corridor will connect the SEOPW CRA and Downtown Miami with the eastern coastal towns extending 85 miles to the north into Palm Beach County.

- The City of Miami utilizes unique person-trip based transportation system capacity provisions as outlined in the City of Miami's adopted comprehensive plan. The Transportation Corridors Capacity Methodology was adopted by the City of Miami as part of their MCNP and is documented in *Transportation Corridors: Meeting the Challenge of Growth Management in Miami* from the Transportation Element of the *Miami Comprehensive Neighborhood Plan 1989-2000*, adopted February 1989 and revised in September 1990. This person-trip based capacity methodology remains in effect today for the SEOPW DRI and is applied city-wide to analyze the transportation impacts of new development and redevelopment.
- A specialized level of service was granted to roadways adjacent to transit corridors meeting service frequency thresholds and was adopted by Miami-Dade County as part of their Comprehensive Development Master Plan.
- Section 14-182 of the City of Miami City Code outlines the requirements for Transportation Control Measures that must be met for development and redevelopment projects located within the SEOPW DRI. These Transportation Control Measures promote a reduction in peak hour traffic and a reduction in the single occupant vehicle, and are already incorporated into the adopted Master Incremental Development Order for the SEOPW DRI.

Based upon the land use characteristics of the SEOPW DRI, the conditions included in the effective Master Incremental Development Order, the conditions included in the Development Orders for Increments I and II, and the methodologies suggested by the agencies having jurisdiction to review the SEOPW DRI, this transportation study will maintain consistency with the guidelines, policies and standards listed below (including amendments to these standards and policies which occur from time to time).

- The City of Miami traffic concurrency policies and procedures as contained in the adopted components of the Miami Comprehensive Neighborhood Plan;
- *Transportation Corridors: Meeting the Challenge of Growth Management in Miami from the Transportation Element of the Miami Comprehensive Neighborhood Plan 1989-2000*, adopted February 1989, revised September 1990;
- The Florida Department of Transportation, *Site Impact Handbook*, April 1997 Unit IV for DRI Methodology and related procedures;
- The Florida Department of Community Affairs (DCA) Rule 9J-2.045, Florida Administrative Code (F.A.C.), *Transportation Uniform Standard Rule*, as amended;
- Rule 23 CFR 625.5, 1994 Transportation Research Board Special Report 209, *Highway Capacity Manual* (latest edition and revisions);
- Miami-Dade County traffic concurrency policies and procedures from the adopted components of the *Miami-Dade County Comprehensive Development Master Plan for any impacted roadway located outside the City of Miami and within the jurisdiction of Miami-Dade County*;
- *2009 Quality/Level of Service Handbook* published by FDOT in 2009;
- *Design Traffic Handbook*, Topic No. 525-030-120f, published by FDOT in March 1997;
- *Trip Generation, 8th Edition*, An Informational Report of the Institute of Transportation Engineers (ITE), 2008;

- ITE Trip Generation Handbook, June 2004 Update; and
- Updated vehicle occupancy studies for use in the application of the Person-Trip Methodology as outlined in *Transportation Corridors: Meeting the Challenge of Growth Management in Miami*.

Project Description

The SEOPW DRI is governed by the Master Incremental Development Order and the DRI development orders for Increments I and II (as amended). The SEOPW DRI project area includes 209 acres of improved urban land bounded by I-395 on the north, Biscayne Boulevard on the east, NW/NE 5th Street on the south and I-95 on the west. The land use and scale of development remaining for Increments I and II is provided in Table 21-1A. The development proposed for Increment III is presented in Table 21-1B. The detailed accounting of the Increment I and II development credits dating back to the SEOPW DRI approval is based upon Tables 1, 2 and 3 submitted for the SEOPW DRI Biennial Report for the time period from 2005 to 2008. Pursuant to Sections 14-151 and 14-152 of the City Code, development credits for the SEOPW DRI are allocated for use based upon building permit issuance or Major Use Special Permit application approval along with the payment of all applicable SEOPW DRI development supplemental fees pursuant to Sections 13-98 to 13-108 of the City Code in order to reserve development credits.

Table 21-1A SEOPW DRI – Status of Increments I and II ¹								
Use	Units	Increment I Approved	Demolition Credit	Increment I plus Demolition Credit	Increment II Approved	Increments I and II Total Credits	Total Credits Used with Fees Paid	Total Credits Remaining after Fees Paid
		[A]	[B]	[A + B = C]	[D]	[C + D = E]	[F]	[E – F = G]
Office	SF	166,000	104,695	270,695	337,000	607,695	457,431	150,264
Retail	SF	95,400	63,243	158,643	71,700	230,343	110,043	120,300
Residential	DU	2,000	0	2,000	2,000	4,000	2,216	1,784
Hotel	Rooms	0	0	0	500	500	56	444
Recreation	Seats	8,000	0	8,000	8,000	16,000	0	16,000
Convention	SF	0	0	0	0	0	0	0

Table 21-1B SEOPW DRI - Proposed Development Program for Increment III							
Use	Units	Total Credits Remaining after Fees Paid	Approved by MUSP Fees Not Paid	Total Credits Remaining Increments I and II	Administrative Conversions ²	Credits Remaining after Admin. Conversions	Increment III Proposed Development Program
		[E – F = G]	[H]	[G – H = I]	[J]	[I – J = K]	
Office	SF	150,264	0	150,264	-43,500	106,764	2,300,000
Retail	SF	120,300	117,179	3,121	22,005	25,126	1,250,000
Residential	DU	1,784	1,947	-163	163	0	4,000
Hotel	Rooms	444	120	324	0	324	2,100
Recreation	Seats	16,000	0	16,000	-8,000	8,000	8,000
Convention	SF	0	0	0	0	0	200,000

1. See Tables 1, 2 and 3 from the SEOPW DRI Biennial Status Report for Years 2005 to 2008 as provided in Attachment I.
2. Administrative conversions permitted for the SEOPW DRI pursuant to the adopted Land Use Exchange Rates from Exhibit A-2 of the 2005 Adopted NOPC.

- Convert Seats to Retail = 8,000*2.7506 exchange rate = 22,005 SF of Retail.
- Convert Office to Residential = 43.500*3.7500 exchange rate = 163 DU.

The development credits remaining for Increment II (after administrative conversions) are operating under a build out date of March 21, 2010. Pursuant to the DRI Development Order, the City is able to administratively modify the remaining development in Increment II to simultaneously increase and decrease the allowable land use within each category to respond to market demand. The Administrative Conversion process has been applied to a portion of the remaining Increment II development credits for office use and attraction seats in order to address a deficit in the residential category and limited credits for retail use. Any unreserved development credits remaining at the time of the Increment II build out date will be transferred into the Increment III development program consistent with the approach utilized for Increments I and II.

The proposed Increment III development program expands the development credits for office, retail, residential and hotel use. In addition, the proposed development program, reflects the addition of convention center space (which was part of the original SEOPW Master Incremental DRI) and has been established after reviewing the sub-area master plans within the DRI boundaries and development proposals in Park West. The proposed Increment III development program has been established to provide sufficient entitlements to assist the Community in implementing portions of the 2009 Amended SEOPW Redevelopment Plan, development concepts outlined for the Historic Folklife Village and the Historic Folklife District and for development proposals which have been proposed for Park West. The build out date for Increment III has been established as the year 2020. Using updated trip generation calculations, it is anticipated that Increment III will maintain the same procedures for implementing a flexible development program in order to respond to market demand.

Unique DRI Transportation Evaluation Process for Increment III

The evaluation of the Increment III transportation impacts will include the development of multi-modal corridor mitigation strategies to encourage greater efficiency out of the multi-modal transportation system to facilitate the use of underutilized multi-modal corridor capacity. These goals will promote alternative travel modes consistent with the City's Transportation Control Measures Ordinance. This methodology will be accomplished by using the City's adopted Transportation Corridor framework to identify transportation corridor deficiencies, develop multi-modal corridor improvements, options and costs, and by establishing an Increment III development mitigation fee to implement corridor improvements.

Traffic Impact Study Area

The traffic impact study area for a DRI is defined by **Rule 9J-2.045(6), F.A.C.** to include all state and regionally significant roadway segments where the peak hour traffic generated by the proposed DRI will utilize 5.0% or more of the adopted peak hour level of service maximum service volume of the roadway at the adopted level of service (LOS) standard pursuant to **Rule 9J-2.045(5), F.A.C.**, as established by the local government of jurisdiction's approved Comprehensive Plan. For state and regional roadways that are a part of the Florida Intrastate Highway System (FIHS) and the Strategic Intermodal System (SIS), the adopted level of service standard shall be consistent with designated FDOT level of service standards. Affected FIHS and SIS roadway facilities relative to the DRI study area shall include I-95, I-195/SR 112, I-395/SR 836, SR 826 and SR 821.

To initiate the analysis for Increment III, a preliminary traffic impact study area has been established consisting of those state and regionally significant roadways that will extend to I-195/SR 112 on the north, NW/SW 37 Avenue on the west, Bayshore Drive on the south and Alton Road on the east. The FIHS facilities in the study area (I-95, I-395/SR 836, I-195/SR 112, SR 826 and SR 821) will each be analyzed beyond the preliminary traffic impact study area limits in order to determine project significance. Once the project's trip generation and distribution are finalized, the traffic impact study area will be adjusted (decreased or increased) to include those state or regionally significant roadways determined to be significantly impacted by project traffic (pursuant to the 5.0% rule). A table will be included in the ADA that provides the basis for either including or excluding a roadway segment within the study area based on project significance. With the submittal of the ADA, a companion table will include the number of lanes, functional classification and jurisdiction of each significant roadway within the final traffic impact study area.

Establish Existing Corridor Conditions

Existing traffic conditions will be established on study area roadways using the person-trip based corridor capacity methodology outlined in the Transportation Element of the *Miami Comprehensive Neighborhood Plan*. The existing traffic conditions analysis will identify vehicular volumes, vehicular capacities, person-trip volumes and person-trip capacities within the study area and will identify whether or not vehicular and/or person-trip deficiencies exist. The evaluation of existing traffic conditions will cover the peak hour period consistent with both the City of Miami and Miami-Dade County Comprehensive Plans, defined as the average of the two highest consecutive hours of trip volume during a weekday. Existing traffic conditions will be analyzed during the peak season. The adopted LOS standards will be applied pursuant to Policies TR-1.1.2, TR-1.1.2.1, TR-1.1.2.2, TR-1.1.2.3 and TR-1.1.3. An update of the study corridors included within the downtown study area (and the person trip based corridor capacity methodology) will be performed to identify the types of multi-modal/transit services currently in operation for each regional roadway in the study area. The person-trip capacities and volumes for the study area roadways will be developed using the guidelines and standards described on the pages which follow.

Person-Trip Capacity

The calculation of the person-trip capacity for each of the study corridors will be updated using the following general guidelines. First the vehicular capacity of each corridor will be updated using one or more of the applicable methods:

- The peak hour period maximum service volume consistent with the adopted level of service standards from the Miami Comprehensive Neighborhood Plan and from the Miami-Dade County Comprehensive Development Master Plan (where applicable), where specialized levels of service are granted to roadways adjacent to transit facilities;
- The 2009 FDOT Quality/LOS Handbook to establish the vehicular capacity at the adopted level of service standard;
- The 2009 FDOT Quality/LOS Handbook for roadways which are part of the FIHS and SIS;
or
- The use of the FDOT ART PLAN Software.

Vehicle occupancy for the person-trip capacity calculations has traditionally been based upon a comprehensive study performed for the City of Miami in 1989. The vehicle occupancy factor of 1.6 persons per vehicle has been approved for use as the practical capacity of a private passenger vehicle to determine the person-trip capacity of the vehicular traffic system as demonstrated in the City's corridor methodology and in the adopted City comprehensive plan. The CRA will perform independent research in coordination with FDOT and the City of Miami to determine the appropriateness of the vehicle occupancy factor to represent the person-trip capacity conversion of the roadway system.

Corridor capacity will ultimately be established using the adopted level of service standards listed below:

- For roadways with no transit service, the facility capacity will operate at 100% of capacity at LOS E pursuant to Policy TR-1.1.2.1 of the MCNP.
- For roadways located within ½ mile of local bus transit service operating with a minimum of 20 minute headways, the facility capacity will operate at 120% of capacity at LOS E pursuant to Policy TR-1.1.2.2 of the MCNP. The local bus transit capacity for each corridor will be updated based upon the number of transit vehicles per hour and the person-trip capacity of each transit vehicle.
- For roadways located parallel to and within ½ mile of premium transit service (fixed rail or express bus) operating with a minimum of 20 minute headways, the facility capacity will operate at 150% of capacity at LOS E pursuant to Policy TR-1.1.2.3 of the MCNP. The fixed rail transit capacity for each corridor will be updated based upon the number of transit vehicles per hour and the person-trip capacity of each transit vehicle.

The local bus and premium transit capacity for each corridor will be updated based upon the number of transit vehicles per hour and the person-trip capacity of each transit vehicle using data that will be obtained from Miami-Dade Transit.

Person-Trip Volumes

The calculation of the person-trip volumes for each of the study corridors will be updated using the following general guidelines:

- The peak hour period vehicular volumes will be updated using existing counts obtained from Miami-Dade County and FDOT along with additional traffic data collected in peak season 2009 by the CRA. Link volumes will be adjusted to peak season where needed (for the peak hour period) using seasonal adjustment factors provided by FDOT.
- Vehicle occupancy is currently based upon a comprehensive study performed for the City of Miami in 1989. The vehicle occupancy factor of 1.4 persons per vehicle is approved for use to determine person trips from existing vehicular traffic as demonstrated in the City's corridor methodology and in the adopted City comprehensive plan. The CRA will perform independent research in coordination with FDOT and the City of Miami to determine the appropriateness of the vehicle occupancy factor to represent the person-trip conversion from the existing vehicular traffic on the roadway system.

- The local bus and express bus transit ridership data for the peak hour period will be established using ridership data from Miami-Dade Transit.
- The fixed rail transit ridership data for the peak hour period will be established using ridership data obtained from Miami-Dade Transit.

Available Person-Trip Capacity

The available person-trip capacity for each corridor will be based upon the following: **Person-Trip Capacity – Person-Trip Volume = Available Person-Trip Capacity**. A general level of service designation will be provided for each study corridor based upon the calculated available person trip capacity. A person-trip level of service “look-up” table will be developed based upon the ratios derived from the FDOT peak hour directional maximum service volumes from the *FDOT 2009 Quality/Level of Service Handbook*.

Planned and Programmed Improvements

The programmed transportation improvements located within the traffic impact study area will be identified from the following general sources and will be incorporated into the SEOPW DRI analysis for Increment III. Any updates to those plans or programs listed below, which occur prior to the conclusion of the methodology process, will be incorporated into the DRI analysis.

- The programmed transportation improvements from *TIP 2010 – Transportation Improvement Program, Fiscal Years 2009/2010 to 2013/2014, Metropolitan Planning Organization for the Miami Urbanized Area*, adopted May 28, 2009;
- The programmed transportation improvements from the City of Miami *Capital Improvement Program, 2008-2009 Multi-Year Capital Plan for FY 2008-2009 to 2013-2014, adopted on November 13, 2008 and incorporating adopted updates as applicable for 2009-2010*;
- The programmed transit improvements from the Miami-Dade County *Transit Development Plan FY 2010 to 2019, dated December 2009 and adopted by the Board of County Commissioners on November 4, 2009*.

Pursuant to **Rule 9J-2.045(7)(a)1.a.(IV)**, those capacity enhancements on the FHHS system (roadway or transit) which are funded for construction (or operation) within the five year work program will be incorporated into the DRI analysis. For all other roadway segments (consistent with DRI guidelines), only those capacity enhancements resulting from transportation improvements (roadway or transit) funded for construction (or operation) within the first three years of the five year work program will be incorporated into the DRI analysis.

Planned improvements will be identified using information from the Miami-Dade County MPO from the Year 2035 Long Range Transportation Plan adopted by the MPO Board on October 29, 2009. Priority II, III and IV roadway and transit improvements will be identified from the Year 2035 Cost Feasible Long Range Transportation Plan.

Person-Trip Generation For Increment III

In order to determine the extent to which the Increment III development program will impact the roadway corridors in the study area, project significance will be established using the person-trip as the unit of measure. Person-trip generation will be developed for the Increment III development program. The Increment III person trips will be assigned to the regional and downtown study area corridors through FSUTMS modeling. Corridor significance will be evaluated based upon the five percent rule using person-trip impacts against person-trip capacity. Finally, a determination will be made to indicate whether or not Increment III person-trips significantly impact a deficient corridor. For FIHS and SIS roadways located in the study area, the significance determination will be made using a vehicle only comparison.

The development program for Increment III represents a mixture of uses consisting of office, commercial, hotel, convention and residential land uses. The SEOPW DRI and the adjacent downtown areas are served by an extensive mass transit system. The mixture of land uses and the true urban downtown setting for the SEOPW DRI increases the opportunity for transit and pedestrian trip modes. Project trip generation for the Increment III development program will be based on the calculation of person trips within the boundaries of the SEOPW DRI. The vehicle trips generated by new projects will be converted to person-trips using the following procedures:

- Determine the vehicular trip generation using ITE rates or formulas or studies within downtown areas (where applicable), then convert to person-trips using 1.4 persons per vehicle pursuant to City standards (or an updated vehicle occupancy factor determined based upon independent research and in coordination with FDOT and the City of Miami.
- Establish the internalization within the SEOPW DRI using modeling;
- Determine the person-trip allocations to transit modes, pedestrian and bicycle modes;
- Calculate the person trips within the SEOPW DRI project area;
- Calculate the person trip rates by land use category;
- Calculate the flexibility matrix for Increment III.

Information specific to the SEOPW DRI or adjacent downtown areas related to trip generation rates, modal splits, vehicle occupancy and internalization will be obtained from the City of Miami, the Downtown Development Authority, Miami Dade Transit, the Metropolitan Planning Organization, and other sources (where applicable). The Consultant will utilize traffic counts and vehicle occupancy counts at selected locations to develop site-specific vehicle occupancy data.

Project Distribution and Assignment

Transportation modeling using FSUTMS will be utilized to determine the internalization within the SEOPW DRI boundary for the Increment III development program. The modeling process will include FSUTMS zonal data adjustments to reflect the following: existing development; the approved and Increment II development program; and the proposed Increment III development program.

Transportation modeling using FSUTMS will be used to determine project distribution for the remaining Increment II development program, and then the Increment III development program. The modeling process will include FSUTMS model refinement and several select zone analyses to determine project trip distribution and assignment onto the roadway network. Model refinement will be performed to insure that the traffic analysis zones (TAZ) within the DRI boundary account for the existing and approved Increment I and II entitlements and then the Increment III development program. The development program for Increment III will be coded into TAZs located within the SEOPW DRI where development is likely to occur based upon available land and available development opportunities. Select zone analyses will be performed to determine the internalization within the DRI boundary and to estimate the trip assignment onto the external roadway network. Additional select zone analysis runs will be performed (as needed) to estimate cumulative project trip assignment for all trip purposes representing unbuilt Increment II and Increment III within the SEOPW DRI. Final select zone runs will be performed to estimate the project trip assignment for the Increment III development program. The modeling results will be presented in both tabular and graphic format in the ADA.

Establish Future Background Traffic Conditions

Background traffic conditions will be developed by applying growth rates to the existing peak hour period traffic volumes, then overlaying PM peak hour traffic from major committed developments located within the study area. The growth rates will reflect growth in background traffic independent of project traffic and independent of traffic from committed developments located within the study area. FSUTMS modeling may also be used to determine background growth and committed development traffic.

Background Traffic Growth

Annual compounded growth rates will be calculated using historical trends from available AADT from the most recent five years obtained primarily from FDOT count stations located within the study area. Consistent with accepted DRI practices, half of the historical trend growth rate will be used in the analysis to project future background traffic, where the addition of committed development traffic is layered onto future background traffic. Historical trend growth rates will be calculated for the arterial and collector roadway network, and for the limited access freeways serving the study area.

Committed Developments

Information related to unbuilt but approved committed developments located within the study area will be obtained from Miami-Dade County, the South Florida Regional Planning Council, the City of Miami and the City of Miami Beach. Committed projects which have been granted approvals by the completion of the pre-application process will be incorporated into the DRI analysis consistent with the South Florida Regional Planning Council's *General Guidelines for the DRI Transportation Section*. Unbuilt projects anticipated to generate at least 400 net external PM peak hour trips will be considered as significant, and their impacts will be included in the DRI transportation analysis. If the trip distribution for each committed development is not available through recent traffic studies, the cardinal distributions for the committed development TAZ will be used to determine the committed development trip distribution percentages onto the roadway system. FSUTMS modeling may also be used to establish the distribution for unbuilt committed development projects. Committed development trips assigned to each roadway segment within the study area will be calculated by multiplying the project trip distribution percentage for that segment with the project's net external trips calculated using ITE rates and/or equations from the most recent edition of "Trip Generation" at the time of the Pre-application Conference. Maps to depict the committed development traffic assignment will be provided in Question 21. At a minimum, the committed developments will include the following:

- The unbuilt development within Increments I and II of the Downtown Miami DRI; and
- The unbuilt development within Increment II of the SEOPW DRI.

Establish Future Total Traffic Conditions for Significantly Impacted Corridors

The vehicular background and committed development traffic will be converted to person-trips for the build out year 2020. Increment III person-trips will then be incorporated to establish total future background person-trip conditions to determine the significantly impacted and deficient corridors. Intersections located at the ends of significantly impacted and deficient corridors will be analyzed under existing and future traffic conditions.

Identify Significantly Impacted and Deficient Corridors

A table and map will be provided depicting the significantly impacted and deficient corridors resulting from the analysis.

Develop Mitigation Strategies for Significantly Impacted and Deficient Corridors

Pursuant to the person-trip based corridors methodology which accounts for the corridor's ability to move people by many transportation modes (via fixed rail transit, rubber tire transit, standard motorized vehicles, bicycles and pedestrians), mitigation will be developed based upon the analysis which encourages greater efficiency and usage of underutilized components of the Downtown Miami multi-modal transportation system. Multi-modal options will be incorporated into proposed mitigation strategies. Mitigation costs will be established to develop an Increment III DRI mitigation fee.

The mitigation for the SEOPW DRI – Increment III will identify corridor enhancements for the pedestrian to further encourage the use of fixed rail transit, rubber tire transit and increased pedestrian activity as the preferred travel modes into, out of and within the SEOPW DRI area. Implementation of this type of mitigation (or similar multi-modal improvements) shall follow the general guidelines outlined below:

- The City/CRA shall identify those corridors which would benefit from corridor enhancements for the pedestrian.
- Each corridor must provide pedestrian connections which link pedestrians to fixed rail transit stations or rubber tire transit stops, or link pedestrians to residential and employment land uses.
- The City/CRA shall determine the estimated costs per linear foot for corridor enhancements for the pedestrian.
- Total corridor enhancement costs will be used to develop a DRI mitigation fee for the Increment III development program for the SEOPW DRI.

Mitigation required as a result of the proposed Increment III development program will be identified based upon the results of the transportation studies performed within Question 21, pursuant to Section 6 and Section 7(a), Subparagraphs 1, 2, 3, 4 or 5 of Rule 9J-2.045, F.A.C. (*Transportation Uniform Standard Rule*). Implementation costs associated with proposed mitigation (as appropriate) will be estimated using accepted engineering practices, with guidance from the City of Miami Multi-Year Capital Plan, cost estimates from the MPO or cost estimates from the latest version of *Transportation Costs* as published by the Florida Department of Transportation, Office of Policy Planning.

Question 22 – Air Impacts

The transportation data generated for **Question 21** of the SEOPW DRI – Increment III will be utilized to perform the Air Quality modeling to address the requirements of DRI **Question 22**. Air Quality modeling will be conducted to ensure that the traffic generated by the project will not exceed the National Ambient Air Quality Standards for carbon monoxide. The modeling study will be conducted in accordance with the Florida Department of Environmental Protection *Guidelines for Evaluating the Air Quality Impacts of Indirect Sources*, updated December 20, 2004; with input and review from the Miami-Dade County Department of Environmental Regulation (DERM). The Evaluation Criteria for Indirect Sources includes the following:

A. Roadway or Intersection Significant Impact:

Any proposed indirect source which, when compared to the no-build alternative, would result in either (1) a degrading of peak hour level of service (LOS) of any roadway or intersection to category E or F in any future year, or (2) a five percent (5%) or larger increase in peak-hour traffic volume on any existing or future category E or F roadway or intersection while not actually degrading the LOS.

B. Parking Facility Significant Impact:

Any proposed indirect source which would result in (1) a peak-hour traffic flow inside any surface lot equal to or greater than 1,500 vehicles per hour (VPH), or (2) a peak-hour traffic flow inside any multi-level parking garage equal to or greater than 750 VPH.

C. Area-wide Significant Impact:

In the case of an area-wide development project, any proposed group of indirect sources which would result in (1) a traffic impact as defined in A. above on any existing or future LOS category E or F roadway or intersection within or affected by the area-wide development project and/or (2), if known, a significant parking facility traffic impact as defined in B. above.

These guidelines require that all LOS E and F intersections impacted by 5 percent or more of project traffic, and surface parking areas with 1,500 VPH, or parking garages with 750 VPH be considered for air quality modeling. The Air Quality modeling will be initiated at the request of the reviewing agencies, which generally occurs after Question 21 has been found sufficient by the SFRPC. The CRA and City of Miami will meet with DERM and DEP representatives to determine which intersections and/or parking facilities need to be modeled, and to establish parameters for the carbon monoxide analysis. The Development Order for Increment II of the SEOPW DRI already includes obligations to evaluate air quality. These conditions will be evaluated for suitability for Increment III based upon the data and analyses prepared for **Question 22**.

Question 23 – Hurricane Preparedness

Pursuant to the Miami-Dade County Department of Emergency Management & Homeland Security Hurricane Storm Surge Evacuation Map which is attached herein as Exhibit 23-1, no portion of the SEOPW DRI project area is located within the Miami-Dade County Office of Emergency Management Hurricane Storm Surge Evacuation Zones. The SEOPW DRI project area lies westward of Biscayne Boulevard, which is the western boundary of Evacuation Zone B (the yellow zone) on the Hurricane Storm Surge Evacuation Map. If required by the reviewing agencies, Increment III of the SEOPW DRI will provide the following responses to DRI Question 23:

1. The identification of the Increment III residential or hotel development (if any) that may be located within the Miami-Dade County Office of Emergency Management Hurricane Storm Surge Evacuation Zones pursuant to the Miami-Dade County Department of Emergency Management & Homeland Security Hurricane Storm Surge Evacuation Map which is attached herein as Exhibit 23-1;
2. The estimated demand for shelter space (if any) from the Increment III residential or hotel development that may be located within the Miami-Dade County Office of Emergency Management Hurricane Storm Surge Evacuation Zones pursuant to the behavioral assumptions in the current Hurricane Emergency Preparedness Study;
3. The availability of shelter space (where needed) to serve the Increment III residential or hotel development that may be located within the Miami-Dade County Office of Emergency Management Hurricane Storm Surge Evacuation Zones pursuant to the behavioral assumptions in the current Hurricane Emergency Preparedness Study; and
4. The capacity of the evacuation routes to accommodate the number of evacuating vehicles that would be generated by the Increment III residential or hotel development that may be located within the Miami-Dade County Office of Emergency Management Hurricane Storm Surge Evacuation Zones (if any) pursuant to the behavioral assumptions in the current Hurricane Emergency Preparedness Study.

The transportation data generated for **Question 21** of the SEOPW DRI will be utilized (if needed) to address the requirements of **Question 23** should responses be required. Figure 7 from the Transportation Element of the Miami-Dade County Comprehensive Development Master Plan (see attached herein as Exhibit 23-2) will be used to identify the evacuation routes and linkages serving the SEOPW DRI study area. The number of evacuating vehicles generated by the development (if any) will be estimated based on the transportation and behavioral assumptions identified in the latest Hurricane Emergency Preparedness Study. The nearest hurricane evacuation routes will be identified, and the percent consumption of Level of Service E will be calculated for the hourly, directional maximum service volume utilized by the project.

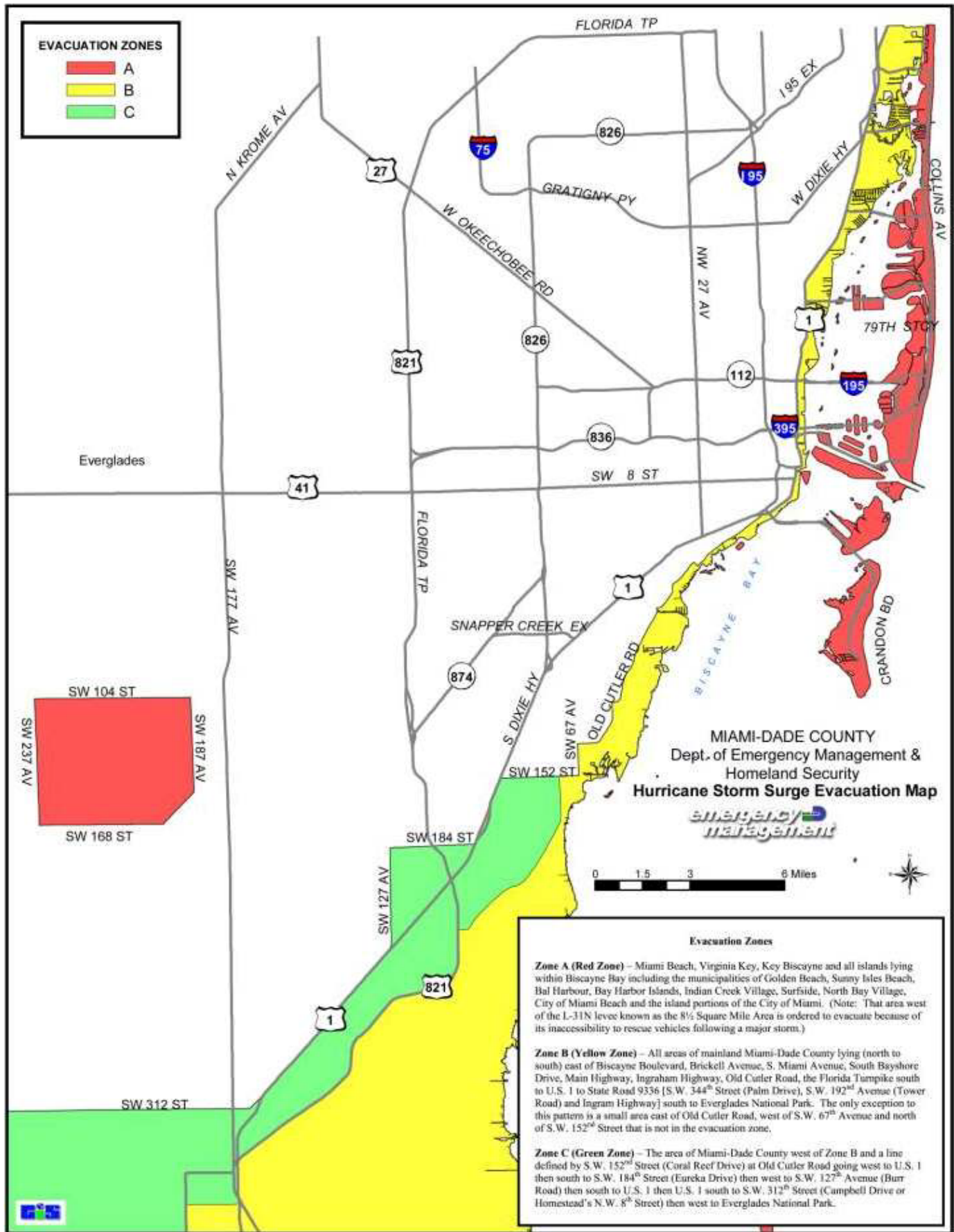


Exhibit 23-1

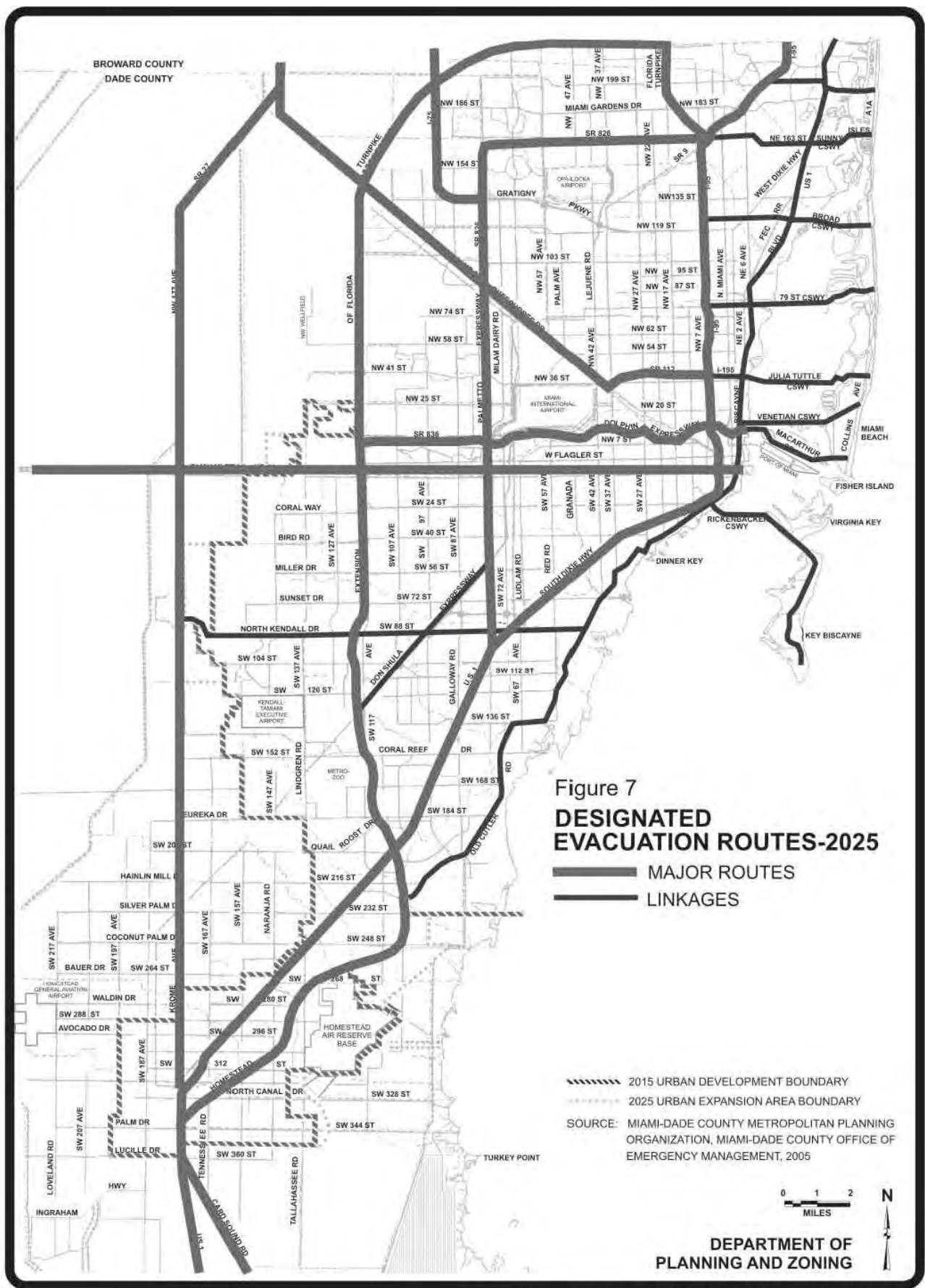


Source: Miami-Dade County
2007-2008 CDMF Amendment Cycle;
Adapted by The Curtis Group, 2009

NOT TO SCALE

EXHIBIT 23.1 **MIAMI-DADE COUNTY DEPARTMENT OF** **EMERGENCY MANAGEMENT & HOMELAND SECURITY** **HURRICANE STORM SURGE HURRICANE EVACUATION MAP**

SEOPW DRI - INCREMENT III



\\60430003\MetroPlan2\CDMP\Amendments\2004\Deliber Cycle\Airport Maps\Designated Evacuation Routes.cdr



Source: Miami-Dade County
2007-2008 CDMP Amendment Cycle;
Adapted by The Curtis Group, 2009

EXHIBIT 23.2 MIAMI-DADE COUNTY CDMP - TRANSPORTATION ELEMENT IDENTIFYING DESIGNATED EVACUATION ROUTES

SEOPW DRI - INCREMENT III

Question 24 – Housing

Affordable Housing

According to Paragraph 23 of the Master Development Order for the Southeast Overtown Park West (SEOPW) DRI approved by the City of Miami Commission on February 11, 1988 (Resolution 88-110), the Applicants are not required to address the issue of affordable housing when submitting an Application for Development Approval (ADA) for subsequent individual increments of developments such as the Increment III now being proposed. However, the Applicants recognize that the adequacy of the supply of affordably-priced housing throughout South Florida has become a major issue of concern during the period of more than 20 years that has past since the approval of the Master Development Order. Furthermore, based on the Applicants' extensive outreach to the SEOPW community, it is clear that the paramount problem in the SEOPW area is a lack of employment of the area's affordable housing residents, and not a paucity of affordable housing.

In recognition of this fact and the unique circumstances of this particular DRI that will be discussed below, the Applicants request that the requirement to respond to Question 24B of the ADA be deleted and instead that the following proposed conditions be incorporated in the development order for Increment III of the SEOPW DRI:

- During the period of development of Increment III the Applicants shall assure that units affordably-priced for very low and low income households shall be provided in an amount equivalent to at least 10 percent of the number of units proposed for development in the Increment, with such affordably-priced units including solely newly-constructed units. Units rehabilitated during the increment will not be considered for the purpose of determining qualifying units. The affordably-priced units credited toward achieving the afore-stated goal shall remain affordably-priced for a period of at least 20 years.
- The CRA and/or its designee¹ shall continue to operate job and business training programs at a level at least consistent with its current activity and continue to sponsor job placement events to assist those that successfully complete its programs to find employment. Further, continue to provide grants in an amount equal to those awarded currently to those completing its business training program to assist them to start new enterprises or expand their existing enterprises.

¹ Illustratively, the SEOPW Community Redevelopment Agency originated a hospitality industry training program, which it subsequently turned over to Miami-Dade College, which continues to operate it. Residents of the CRA receive preference in enrollment.

- The CRA shall continue its current practice requiring businesses and/or developers receiving financial assistance from the SEOPW Community Redevelopment Agency, including assistance in the form of tax increments rebates, to hire residents of the SEOPW Community Redevelopment District both during the construction period and on a permanent basis.

The proposals set forth above are based on the following considerations:

- The area of the City of Miami in which development is regulated by the SEOPW DRI is fully contained within the SEOPW Community Redevelopment District. The District was established in accordance with Chapter 163, Part III, Florida Statutes, based on a finding of slum and/or blight. Consistent with that fact, it should be noted that the preponderance of the existing supply of residential units within the DRI area are affordably-priced units, the major exceptions being the new bay view units (recently completed or nearing the completion of construction) along the eastern edge of the SEOPW DRI area. Unfortunately, portions of that existing supply are comprised of sub-standard and/or obsolescent units. Recognizing the need for affordably-priced residential units within the CRA/DRI area, the CRA has been supporting the development of new units and the rehabilitation of existing units. Exhibit 24-1 shows the projects that are currently underway. Exhibit 24-2 provides pictures of individual projects.
- The CRA's ability to provide new and rehabilitated affordable housing is dependent on the generation of tax increment revenues through tax base enhancement. The development proposed for Increment III of the SEOPW DRI will generate significant additional tax increment revenues to support the development of new affordably-priced units or the rehabilitation of existing ones. It will also support infrastructure improvements necessary to support such development such as parks and open space as well as eliminate infrastructure deficiencies that adversely impact the quality of life of the area's existing residents.
- The SEOPW DRI area has also been designated an Enterprise Zone by the State of Florida and an Empowerment Zone by the federal government. A significant consideration in the area being so designated is the fact that its median income is well below that of both Miami-Dade County and the City of Miami, reflecting an unemployment rate among its residents that has traditionally been significantly higher than that of all Miami-Dade County residents. For example, at the time of the 2000 Census, the median income of households within the zip code areas that contain the SEOPW Community Redevelopment District was less than \$17,500 while that of all City of Miami households was nearly \$23,500 and that of all Miami-Dade County households was \$35,966. Similarly, the unemployment rate among residents of the relevant zip code areas 16 years old or older was over 15 percent while unemployment for all residents of the City of Miami and Miami-Dade County were 11.7 percent and 8.9 percent, respectively. Two other points to be considered in this regard are as follows:

1. the relevant zip code areas have a higher unemployment rate despite the fact that the labor force participation rate among their residents 16 years of age or

older is only 41 percent while it is 50 percent for all City residents of comparable age and 57.5 percent for all County residents of comparable age; and

2. the unemployment rates quoted do not take in account that many of those classified employed are, in fact, underemployed in a practical sense.
- The proposed development program for Increment III of the SEOPW DRI, which includes significant amounts of hotel, food and service and retail uses as well as office space will house approximately 12,500 workers and provide job opportunities for people who have achieved varying levels of educational attainment and who possess a wide range of skills.
 - The CRA operates and/or sponsors three job training programs including ones for prospective hospitality, food service and landscape industry workers, which means that it is preparing area residents, who can access these programs on a preferred basis, for a portion of the future job opportunities that will result from Increment III development. It also provides a business training program for individuals who already own businesses or have an interest in establishing one. During the 18 month period ending July 2009, nearly 1,000 people attended the hospitality training program, 16 people participated in the food service training program, and 26 people have registered for the landscape training program. At the completion of each training session, there is a job fair, frequently lasting a period of days, to assist those who successfully completed their courses of study in finding jobs. The Applicant also provides grants in the amount of \$5,000 to those that complete its business training program to assist them in setting up a new enterprise or in expanding an existing one.
 - The training programs discussed above are also available to people who do not live within the Redevelopment District. Review of Exhibit 24-3 shows that significant portions of the area within a 20-minute commutation time of the CRA/DRI are also designated Enterprise Zone and/or Empowerment Zone, again in large part due to their high rates of unemployment and underemployment.
 - Finally, the CRA requires all businesses and/or developers receiving financial assistance from it, including tax increment revenue rebates, to agree in writing to hire residents of the SEOPW Redevelopment District for both construction and permanent jobs. Exhibit 24-4 is provided as an example of a developer undertaking a project in the Omni Redevelopment District immediately to the north of the SEOPW Redevelopment District. The two districts have the same composition in terms of Agency membership and staff and the same operating practices.
 - Preparatory to establishing the proposed development program for Increment III of the SEOPW DRI, the Applicants undertook an extensive outreach program within the community. Those attending indicated that the absence of job opportunities that currently exists within their community and the area's high rates of unemployment and underemployment were of paramount concern and strongly endorsed the proposed development program, recognizing that it would serve to alleviate these problems.

- The various activities of the SEOPW Redevelopment Agency with respect to provision of the affordable housing through the new construction of new units and/or the rehabilitation of existing units as well as its initiatives with respect to job and business training programs, job fairs and monetary grants to entrepreneurs are consistent with the Redevelopment Objectives set forth in Redevelopment District's plan including:
 - Better employment opportunities and upward job mobility for residents;
 - Provide opportunities for Blacks to manage and own businesses;
 - Maintain existing business(es) and attract new business(es);
 - Establish strong policies and programs for Black participation in the redevelopment process (jobs, contracts, equity, etc.);
 - Stress rehabilitation of existing housing;
 - Replace dilapidated housing;
 - Promote home ownership and new housing;
 - Remove slum and blight condition;
 - Expand housing choices for Downtown workers;
 - Encourage a comprehensive large scale redevelopment of Park West;
 - Provide opportunity for residents to continue to live in Overtown;
 - Encourage an income mix in all housing;
 - Better economically integrate housing opportunities within the Park West area; and
 - Maximize redevelopment opportunities within the portion of Overtown south of the Metrorail alignment.

An excerpt of the Redevelopment Plan is provided as Exhibit 24-5.

Affordable / Workforce Housing

					Funding Source		
Description	R/ NR	Amount Budgeted	Amount Expended	Remaining Balance	Carryover Fund Balance Prior to FY 2009	Carryover Fund Balance From FY 2009	TIF Revenue FY 2010
Projects in Progress							
1 Jint Holdings (24 unit rehab)	R	475,000	454,521	20,479	20,479		
2 Jint Holding (9 unit rehab)	R	165,000	159,084				
3 Jint Holding (33 unit rehab)	R	620,000	111,590	508,410	508,410		
4 Killens Apartment (6 unit rehab)	R	187,500	178,188	9,312	9,312		
5 St John Apts (Roof)	R	120,000	93,686	26,314	26,314		
6 St John Apts (Interiors)	R	400,000	193,682	206,318	206,318		
7 Purchase of Land	R	456,088		456,088	456,088		
8 Purchase of Building located 1201-1221 NW 3rd Ave	R	561,506	561,506				
9 Performance of a Phase I and II Environmental Site Assessment of the building at 1201-1221 NW 3rd Ave.	R	15,000	14,230	770	770		
10 Poinciana Village Infrastructure Renovation Project	R	159,000	158,948	52	52		
11 Jazz Village Development Project (Total Budget Amount \$6 million)	R	2,967,406	967,406	2,000,000	1,667,459	332,541	
11.1 Jazz Village Development Project - Additional Funds	NR	3,000,000		3,000,000			3,000,000
12 DEV-CON Urban Partners & Affordable, LLC (Total Budget Amount \$3 million)	R	1,400,000		1,400,000	400,000	1,000,000	
12.1 DEV-CON Urban Partners & Affordable, LLC - Additional Funds	NR	1,600,000		1,600,000			1,600,000
13 Renovation of Town Park Village (\$2 million) phase I	NR	TBD		TBD			TBD
14 Available for other affordable / workforce housing projects	NR	1,110,488		1,110,488	689,305	421,183	
Subtotal		13,236,988	2,892,841	10,338,231	3,984,507	1,753,724	4,600,000
					3,984,507	1,753,724	4,600,000

Total Budget Amount

\$ 10,338,231

Account Code Used: 10050.920101.670000.0000.00000 Construction In Progress-

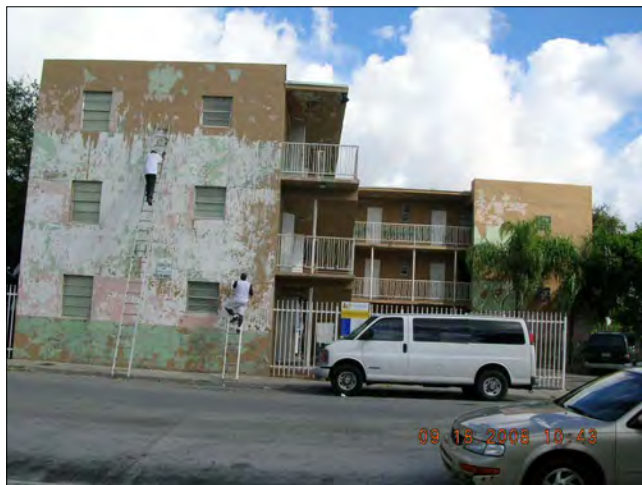
\$ 10,338,231

R- CRA resolution passed and adopted

NR- No CRA resolution has passed

**EXHIBIT 24-1
AFFORDABLE HOUSING**

SEOPW DRI - INCREMENT III



**EXHIBIT 24-2
AFFORDABLE HOUSING:
BEFORE AND AFTER EXAMPLES**

EXHIBIT 24-4
DEVELOPMENT AGREEMENT WITH BDB MIAMI LLC



City of Miami

Legislation

CRA Resolution

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

File Number: 09-00430

Final Action Date:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE OMNI REDEVELOPMENT DISTRICT COMMUNITY REDEVELOPMENT AGENCY, WITH ATTACHMENT(S), AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, WITH BDB MIAMI, LLC FOR DEVELOPMENT OF THE BAYVIEW MARKET PROJECT.

WHEREAS, the Omni Redevelopment District Community Redevelopment Agency ("CRA") is responsible for carrying out community redevelopment activities and projects within the Redevelopment Area in accordance with its approved Redevelopment Plan; and

WHEREAS, Section III.B., at page 9, of the Omni Area Redevelopment Plan, as amended, lists "[c]reat[ing] economic magnets to draw more businesses to the Omni area . . ." as a stated redevelopment objective; and

WHEREAS, Section III.D., at page 10, of the Omni Area Redevelopment Plan, as amended, lists "[p]rovi[sion of] employment opportunities and upward job mobility for residents" as a stated redevelopment objective; and

WHEREAS, BDB owns property at N.E. 17th Street and N.E. 2nd Avenue, and intends to develop "Bayview Market," a commercial project which includes a minimum of 400,000 square feet of retail and office space, and a parking facility with at least 1,800 parking spaces ("Project"); and

WHEREAS, BDB has requested funding assistance, in an amount not to exceed \$24,000,000, from the CRA for the development and construction of the Project;

WHEREAS, the CRA and BDB have negotiated a development agreement that requires BDB to expend approximately \$110,000,000 and create approximately 380 jobs, in exchange for the receipt of 50% of the tax increment revenues generated by the Project; and

WHEREAS, the Board of Commissioners wishes to authorize execution of the development agreement with BDB;

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

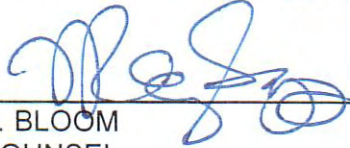
Section 1. The recitals and findings contained in the Preamble to this resolution are adopted by reference and incorporated herein as if fully set forth in this Section.

Section 2. Execution of a development agreement, in substantially the attached form, with BDB Miami, LLC for the development of the Bayview Market project is authorized.

Section 3. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CORRECTNESS:

WILLIAM R. BLOOM
SPECIAL COUNSEL

 Nicole Ramirez-Seijas
for William R. Bloom

Prepared By:

William R. Bloom, Esq.
Holland & Knight LLP
701 Brickell Avenue, Suite 3000
Miami, FL 33131

BAYVIEW MARKET ECONOMIC INCENTIVE AGREEMENT

This BAYVIEW MARKET ECONOMIC INCENTIVE AGREEMENT (the "Agreement") is made as of this ____ day of April, 2009 by and between the OMNI REDEVELOPMENT DISTRICT COMMUNITY REDEVELOPMENT AGENCY, a public agency and body corporate created pursuant to Section 163.356, Florida Statutes (the "CRA"), and BDB MIAMI, LLC, a Maryland limited liability company, authorized to transact business in the State of Florida (the "Developer").

RECITALS

A. The CRA was formed for the purpose of removing slum and blight in the Omni redevelopment area (the "Redevelopment Area"), and to promote redevelopment and employment within the Redevelopment Area.

B. The Developer is the owner of property located within the Redevelopment Area which is more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property").

C. Developer intends to develop the Property as a mixed-use development to be known as "Bayview Market", containing a minimum of 300,000 square feet and as much as 525,000 square feet of retail and office space, and a parking facility with not less than 1,200 parking spaces and a maximum of 2,160 parking spaces (collectively, the "Project").

D. Developer obtained a major use special permit for the Project (as amended, the "BAYVIEW MUSP") which was unanimously approved by the City Commission of the City of Miami on May 26, 2005 and signed by the Mayor on June 1, 2005.

E. The Developer has requested that the CRA provide economic incentives to the Developer to assist in the development and construction of the Project, and the job creation that will result from the development of the Project, as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the CRA and Developer hereby agree as follows:

1. RECITALS. The Recitals to this Agreement are true and correct, and are incorporated herein by reference and made a part hereof.

2. DEFINITIONS. The following terms used in this Agreement shall have the following meanings:

2.1 "Affiliate" of any Person (the "Specified Person") means any other Person (a) that directly or indirectly controls, is controlled by or is under common control with such Specified Person, (b) who is an officer, manager, employee or agent of, partner in, or trustee of, or serves in a similar capacity with respect to, the Specified Person (or any of the Persons named in clause (a) (above), (c) of which the Specified Person is an officer, manager, employee, agent, partner or trustee, or serves in a similar capacity, or (d) who is a member of the Specified Person's family. For purposes of this definition, the term "control" means the direct or indirect possession of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of securities, by contract or otherwise.

2.2 "Auditor" means _____, who shall be retained at the sole cost and expense of Developer, provided that the annual amount paid to Auditor for services in connection with this Agreement shall not exceed _____ (\$_____). Developer shall provide or make available to Auditor all necessary back-up information or documentation that is requested by Auditor in order to prepare the Project Costs Certificate and the Employment Certificate.

2.3 "Base Year" shall mean the year prior to the year in which the Project is Substantially Completed.

2.4 "Bayview MUSP" has the meaning ascribed to such term in the Recitals.

2.5 "City" means the City of Miami, a municipal corporation of the State of Florida.

2.6 "Completion" means Substantial Completion of the Project and completion of all punch list items for the Project.

2.7 "County" means Miami-Dade County, a political subdivision of the State of Florida.

2.8 "County Approval" means the approval by the County of the annual CRA Budget for the respective year which CRA Budget includes the line item of the payment to Developer of the Incremental TIF contemplated to be paid in accordance with the terms of this Agreement for the respective year.

2.9 "CRA" means the Omni Community Redevelopment Agency, a public agency and body corporate created pursuant to Section 163.356, Florida Statutes.

2.10 "CRA Approval" means the approval by the CRA Board of the annual operating budget for the CRA for the respective year, which includes the line item of the Incremental TIF contemplated to be paid in accordance with the terms of this Agreement for the respective year.

2.11 "CRA Board" means the board of commissioners of the CRA.

2.12 "CRA Budget" means the annual budget for the operation of the CRA approved by the CRA Board.

2.13 "Developer" means BDB Miami, LLC, a Maryland limited liability company authorized to transact business in the State of Florida.

2.14 "Employment Certificate" means an annual statement, broken down in reasonable detail, for each tenant of the Project, reflecting the number of Jobs created by the Project, prepared by the Auditor.

2.15 "Executive Director" means the executive director of the CRA.

2.16 "First Source Agreement (Construction)" has the meaning ascribed to such term in Section 3.2.

2.17 "First Source Agreement (Operations)" has the meaning ascribed to such term in Section 3.3.5.

2.18 "Full-Time Job" means the full time employment of an individual of not less than thirty-five (35) hours per week by a business operated within the Project, receiving all of the employee benefits offered by the respective employer to other similarly employed individuals for fifty-two (52) weeks in a calendar year. For purposes of calculating economic incentives in accordance with this Agreement, if an employee works for twenty-six (26) weeks during a calendar year on a full time basis, including all vacation time, such employment shall count as one-half (1/2) of a Full-Time Job.

2.19 "Incremental TIF" shall mean the tax increment funds, if any, for the applicable year, actually received by the CRA from the County and City generated from the Project after deducting all administrative charges imposed by the County and the City and excluding all charges and/or payments related to the Children's Trust above the tax increment funds actually received by the CRA from the County and the City for the Base Year generated from the Project after deducting all administrative charges imposed by the County and the City and excluding charges and/or payments related to the Children's Trust for the Base Year.

2.20 "Job" means either (i) one Full-Time Job, (ii) two (2) Part-Time Jobs, or (iii) the employment of three (3) individuals of no less than fifteen (15) and no more than (20) hours per week by a business operated within the Project for fifty-two (52) weeks in a calendar year. For example, if the Project employs 1,000 people which are classified in Full-Time Jobs and 800 people which are classified in Part-Time Jobs, then the Developer shall be deemed to have provided 1,400 Jobs.

2.21 "Part-Time Job" means the part-time employment of an individual of more than twenty (20) hours per week by a business operated within the Project for fifty-two (52) weeks in a calendar year. For purposes of calculating economic incentives in accordance with this Agreement, if an employee works for thirteen (13) weeks during a calendar year on a part-time basis, such employment shall count as one quarter (1/4) of a Part-Time Job.

2.22 "Person" means any individual, sole proprietorship, partnership, joint venture, limited liability company, limited liability partnership, trust, estate, unincorporated organization, association, corporation, institution or other entity.

2.23 "Project" has the meaning ascribed to such term in the Recitals.

2.24 "Project Budget" has the meaning ascribed to such term in Section 3.1.

2.25 "Project Costs" means the hard and soft costs actually incurred by Developer in connection with the design and construction of the Project, excluding land costs incurred by Developer, through Completion, substantially in accordance with the Project Budget, as certified to the CRA by the Auditor in the Project Cost Certificate.

2.26 "Project Cost Certificate" means the certificate prepared by the Auditor, reflecting the Project Costs.

2.27 "Redevelopment Area" has the meaning ascribed to such term in the Recitals.

2.28 "SEOPW Redevelopment Area" means the Southeast Overtown/Park West Redevelopment Area.

2.29 "Substantially Completed" means that the Project has been substantially completed in accordance with the plans and specifications and the Bayview MUSP (excluding the office component), subject only to the completion of minor punch list items and a temporary certificate of completion, or its equivalent, has been issued by the City for the Project (excluding the office component).

3. PROJECT.

3.1 DEVELOPER INVESTMENT. Developer has represented to the CRA that the Developer will expend approximately One Hundred Ten Million and No/100 Dollars (\$110,000,000.00) in hard and soft costs in connection with design and construction of the Project substantially in accordance with the budget for the Project attached hereto as Exhibit "B" (the "Project Budget"), and that as a result of the development of the Project, Developer anticipates that the Project will create three hundred eighty (380) Jobs. As an inducement to Developer to undertake the development of the Project, the CRA agrees to pay Developer a percentage of the Incremental TIF actually generated from the development of the Project as follows:

3.1.1 INCREMENTAL TIF ADJUSTMENT. Subject to adjustment in accordance with Section 3.1.5, below; if Developer expends not less One Hundred Ten Million and No/100 Dollars (\$110,000,000.00) in Project Costs to complete the Project, substantially in accordance with the Project Budget, the CRA shall pay to the Developer Twenty-five percent (25%) of the Incremental TIF generated by the Project above the Base Year, commencing with the first tax year after the Base Year, subject to County Approval and the CRA Approval of the CRA Budget being obtained on an annual basis until September 30, 2027. If Developer expends less than One Hundred Ten Million and No/100 Dollars (\$110,000,000.00) in Project Costs to complete the Project, then in such event, the percentage of Incremental TIF which will be payable to the Developer shall be reduced by the percentage the Project Costs are less than One Hundred Ten Million and No/100 Dollars (\$110,000,000.00). For example, should the Project Costs equal \$82,500,000.00, the percentage of the Incremental TIF which the CRA will be obligated to pay to the Developer shall be reduced by 25%. Developer shall not receive any additional percentage of Incremental TIF for expending more than One Hundred Ten Million and No/100 Dollars (\$110,000,000.00) in Project Costs.

3.1.2 PROJECT COST CERTIFICATE. Within sixty (60) days of Completion of the Project, the Developer shall submit to the Executive Director the Project Cost Certificate, which shall be utilized by the CRA to calculate the percentage of the Incremental TIF which will be payable to Developer absent manifest error. Developer shall not be entitled to any of the Incremental TIF pursuant to Section 3.1.1 until Developer provides the Project Costs Certificate.

3.1.3 DISPUTES. In the event of a dispute between the Executive Director and/or the Auditor, and Developer as to the Project Costs, the Executive Director, the Auditor and Developer shall proceed in good faith to resolve the dispute. If the parties are not able to resolve the dispute within sixty (60) days of written notice to the other, the dispute shall be submitted to the CRA Board for resolution, which shall be binding upon the parties.

3.1.4 TENANT IMPROVEMENT COSTS. Developer and the CRA acknowledge and agree that the Project Budget does not include funds which will be utilized by Developer to build out office and retail space for tenants of the Project. Developer represents to the CRA that the anticipated cost to complete the tenant improvements to the Project are anticipated to be in excess of \$10,000,000.00.

3.1.5 COMPLETION OF PROJECT. The Developer has represented to the CRA that the Developer has sufficient funds available to develop the Project and commence construction within the next twenty four (24) months. The Developer acknowledges that the prompt development of the Project by the Developer is a material inducement for the CRA to enter into this Agreement. In the event that the Base Year is after 2015, then for each year the Base Year occurs after 2015, the maximum amount of Incremental TIF that the CRA shall pay to the Developer pursuant to Section 3.1.1 shall be reduced by ten percent (10%) per year. In addition, if the Base Year has not occurred prior to 2017, this Agreement shall be of no further force and effect.

3.1.6 PAYMENT OF INCREMENTAL TIF. Subject to County Approval and CRA Approval of the CRA Budget, on an annual basis, the CRA shall pay to the Developer the applicable percentage of the Incremental TIF, if any, on an annual basis within thirty (30) days after the Executive Director's receipt of the Project Cost Certificate, subject to Section 3.1.2, and the CRA's receipt of the Incremental TIF from the County and the City.

3.2 FIRST SOURCE HIRING DURING CONSTRUCTION. As a further inducement for the CRA to enter into this Agreement, the Developer and the CRA have agreed to enter into a first source hiring agreement with respect to employment during construction in the form of Exhibit "C" attached hereto (the "First Source Hiring Agreement (Construction)").

3.3 PROJECT EMPLOYMENT. Commencing the year following the Base Year until September 30, 2027, subject to the County Approval and the CRA Approval of the CRA Budget being obtained annually, the CRA will pay to the Developer a portion of the Incremental TIF generated from the Project based upon Developer achieving the employment objectives each calendar year as follows:

3.3.1 Job Incremental TIF. If not less than 380 Jobs are generated by the Project during the applicable calendar year, subject to the County Approval and CRA Approval of the CRA Budget, being obtained annually, the CRA shall pay to Developer twenty-five

percent (25%) of the Incremental TIF generated by the Project for that year. If the number of Jobs generated by the Project during the applicable calendar year are less than 380 Jobs, then the percentage of Incremental TIF payable to Developer for that year shall be reduced by the same percentage that the number of Jobs is less than 380. For example, if only 190 Jobs are generated during the applicable calendar year, then the percentage of Incremental TIF which will be payable to Developer, shall be reduced by 50%.

Notwithstanding the foregoing, the Developer and the CRA anticipate a ramp up period of employment during the first two (2) years after Substantial Completion. Therefore, during the first year after the Base Year, the requirement of 380 Jobs generated by the Project shall be reduced to 190 Jobs and in the second year after the Base Year the number of Jobs generated by the Project shall be reduced to 250 Jobs. In each year thereafter, 380 Jobs are to be generated by the Project during each applicable year.

3.3.2 PROJECT EMPLOYMENT CERTIFICATE. Subject to the terms of Section 3.3.6 below, on an annual basis, Developer shall submit to the Executive Director the Employment Certificate, which shall be utilized by the CRA to calculate the percentage of the Incremental TIF, which will be payable to the Developer, absent manifest error. Developer shall not be entitled to any of the Incremental TIF pursuant to Section 3.3.1 until Developer provides the Employment Certificate.

3.3.3 DISPUTES. In the event of a dispute between the Executive Director and/or Auditor, and Developer as to the Employment Certificate, the Executive Director, the Auditor and Developer shall proceed in good faith to resolve the dispute. If the parties are not able to resolve the dispute within sixty (60) days of written notice to the other, the dispute shall be submitted to the CRA Board for resolution, which shall be binding upon the parties.

3.3.4 PAYMENT OF INCREMENTAL TIF. Subject to County Approval and CRA Approval of the CRA Budget, on an annual basis, the CRA shall pay to the Developer the applicable percentage of the Incremental TIF, on an annual basis within thirty (30) days after the CRA's receipt of the Project Employment Certificate, subject to Section 3.2.3, and the CRA's receipt of the Incremental TIF from the County and the City.

3.3.5 FIRST SOURCE HIRING DURING OPERATIONS. As a further inducement for the CRA to enter into this Agreement, the Developer and the CRA have agreed to enter into a First Source Hiring Agreement with respect to employment during operation of the Project in the form of Exhibit "D" attached hereto (the "First Source Hiring Agreement (Operations)").

3.3.6 SATISFACTION OF EMPLOYMENT OBLIGATION DURING OPERATION. After the Project has generated not less than 380 Jobs for two (2) consecutive years and provided that the Project is ninety percent (90%) leased to tenants who are not Affiliates of Developer who are in possession and paying rent (the "Satisfaction of Employment Requirement"), Developer will no longer be required to submit the annual Employment Certificate and Developer shall thereafter be entitled to twenty-five percent (25%) of the Incremental TIF generated by the Project regardless of the number of Jobs generated at the

Project, subject to the County Approval and the CRA Approval of the CRA Budget on an annual basis.

4. SUBORDINATION OF INCREMENTAL TIF. Developer acknowledges and agrees that in addition to the obligation of the CRA to make the payments to Developer contemplated by this Agreement the obligations of the CRA under this Agreement are junior and subordinate to the obligations of the CRA to pay debt service with respect to the obligations of the CRA to pay debt service on any bonds previously issued by the CRA or the City on the CRA's behalf or any pledge of Incremental TIF by the CRA or the City on the CRA's behalf (collectively the "CRA Bond Obligations"). Under no circumstances shall the CRA be obligated to make payments to Developer from its general revenues or any other sources if Increment TIF is unavailable after the CRA makes all required payments under the CRA Bond Obligations. To the extent no Incremental TIF or only a portion of the Incremental TIF is available to pay the CRA's obligations under this Agreement as a result of the CRA Bond Obligations, such payments shall be reduced to the amount of Incremental TIF available, if any. The Developer covenants and agrees to execute a subordination agreement confirming that this Agreement is junior and subordinate to any CRA Bond Obligations within ten (10) days of written request by the CRA. The CRA covenants and agrees not to pledge any Incremental TIF generated by the Project in connection with any bonds issued by the CRA or the City on behalf of the CRA while this Agreement is in full force and effect.

5. CHALLENGES.

5.1 NO LIABILITY. Developer acknowledges and agrees that the CRA shall have no liability whatsoever to Developer in connection with any challenge to this Agreement and Developer hereby forever waives and releases the CRA from any liability whatsoever, now or hereafter arising in connection with any challenge to this Agreement and covenants and agrees not to initiate any legal proceedings against the CRA in connection with any challenges to this Agreement.

5.2 NO DUTY TO DEFEND. In the event of any challenge to this Agreement, the CRA shall have no duty arising under this Agreement to defend such challenge. Developer, at its sole cost and expense, may defend any such challenge.

5.3 WAIVER OF CLAIM. Developer waives any and all claims which Developer now have or may hereafter have against the CRA as a result of any challenge to this Agreement, and Developer acknowledges and agrees to assume the risk of any challenge to this Agreement. Under no circumstances shall Developer be entitled to any recovery with respect to any claims or any cause of action against the CRA resulting from any challenge to this Agreement, all such claims being expressly waived by Developer.

6. REPRESENTATIONS OF DEVELOPER. Developer makes the following representations to the CRA as follows:

6.1 Developer is a limited liability company, duly organized and validly existing under the laws of the State of Maryland, and qualified to conduct business in the State of Florida, and has full power and capacity to own property, to carry on business as presently, and to enter into the transaction contemplated by this Agreement.

6.2 Developer's execution, delivery and performance of this Agreement has been duly authorized by all necessary company actions and does not and shall not conflict with or constitute a default under any indenture, agreement or instrument to which Developer is a party or by which Developer may be bound or affected.

6.3 This Agreement constitutes the valid and binding obligation of Developer, enforceable against Developer and its successors and assigns, in accordance with its terms, subject to bankruptcy, insolvency and other similar laws affecting the rights of creditors generally.

6.4 Developer is not paying any third party, including any of its lawyers, accountants, lobbyists, or other professionals a contingency fee or bonus in consideration for assisting Developer negotiate this Agreement.

7. NOTICES. Notices required or permitted to be given pursuant to the terms of this Agreement will be delivered in person or by facsimile transmission (provided the original notice is delivered in person or by mail or delivery service as set forth herein) or sent by certified mail, return receipt requested, postage prepaid, by recognized contract carrier providing signed receipt for delivery, and will be deemed delivered upon receipt or refusal of delivery. Notices will be delivered at the following addresses, subject to the right of any party to change the address at which it is to receive notice by written notice to the other party:

Developer: BDB Miami, LLC
4401 Davidson Avenue
Atlanta, GA 30319
(404) 467-1239

With a Copy to: Jimmy Morales, Esq.
Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
150 W. Flagler Street, Suite 2200
Miami, FL 33130
(305) 789-3532

CRA: James H. Villacorta, Executive Director
Omni Redevelopment District Community Redevelopment Agency
49 NW 5th Street, Suite 100
Miami, FL 33128
Facsimile: (305) 679-6836

With a Copy to: William R. Bloom, Esq.
Holland & Knight LLP
701 Brickell Avenue, Suite 3000
Miami, FL 33131
Facsimile: (305) 789-7799

8. STATUS OF LAW. Developer acknowledges that no voter approval was obtained in connection with this Agreement and that the County has not approved this Agreement. In the event this Agreement is determined to be unenforceable as a result of (i) an interpretation of the laws of the State of Florida requiring a voter referendum for the CRA to make a commitment to expend Incremental TIF; (ii) the multi-year CRA commitment regarding the use of the Incremental TIF; (iii) the failure to obtain County Approval of the CRA Budget on an annual basis; or (iv) the failure of the CRA Board to approve the CRA Budget on an annual basis, the Developer acknowledges and agrees that the CRA shall have no liability to Developer arising under this Agreement. Developer acknowledges that this provision is a material inducement for the CRA to enter into this Agreement.

9. COUNTY APPROVAL. In addition to the right to approve the annual CRA Budget, the County may claim the right to approve agreements entered into by the CRA expending Incremental TIF. Developer acknowledges that this Agreement has not been submitted to the County for review or approval but that the Incremental TIF payments contemplated by this Agreement will be included in the annual budget submitted by the CRA to the County, if the CRA Budget is approved by the CRA Board. The CRA shall have no liability to the Developer in the event the County does not approve this Agreement and the CRA is not permitted by the County to make the payments contemplated by this Agreement.

10. NON RECOURSE. This Agreement is non-recourse to the CRA. In the event of breach of this Agreement by the CRA, the Developer may seek specific performance of this Agreement and any recovery shall be limited to Incremental TIF generate by the Project above the applicable Base Year, to the extent permitted to be paid to the Developer by the County.

11. DEFAULT BY DEVELOPER. In the event Developer breaches its duties any obligations under this Agreement and such failure is not cured within thirty (30) days of Developer's receipt of written notice of default specifying the breach, or such longer period of time, not to exceed ninety (90) days if the default, by its nature cannot be cured within thirty (30) days and Developer commences the curative action within thirty (30) days and diligently pursues same, then the CRA will have no further duties and obligations under this Agreement.

12. RELATIONSHIP BETWEEN PARTIES. This Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture between the CRA and Developer. No party can create any obligations or responsibility on behalf of the others or bind the others in any manner. Each party is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisors as it has deemed necessary. Each party acknowledges that none of the other parties hereto is acting as a fiduciary for or an adviser to it in respect of this Agreement or any responsibility or obligation contemplated herein. Developer further represents and acknowledges that no one was paid a fee, commission, gift or other consideration by Developer, or Developer's agent, as an inducement to entering into this Agreement.

13. AGREEMENT TO RUN WITH THE LAND. This Agreement, and all rights and obligations herein, shall be binding upon the successors in interest, and assigns of Developer, and run with the land. It is acknowledged that Developer, as the fee simple owner of the Property, is

free to convey title (fee simple, leasehold or otherwise) to third parties of all of the Property subject to the terms of this Agreement.

14. ASSIGNMENT. Developer may assign its rights under this Agreement only to its successors or assigns owning fee simple title to the Project or portions thereof. Nothing contained herein shall prevent Developer from paying portions of the Incremental TIF received by Developer to others to promote employment at the Project.

15. CAP ON INCREMENTAL TIF. Notwithstanding anything to the contrary contained in this Agreement, the maximum amount of Incremental TIF that may be paid to Developer, in the aggregate, pursuant to this Agreement shall not exceed Twenty Four Million and No/100 Dollars (\$24,000,000.00).

16. CRA BUDGET. The CRA covenants and agrees to include in its annual operating budget a line item for the annual payments contemplated by this Agreement, subject to CRA Approval.

17. CONSULTANT AND PROFESSIONAL COMPENSATION. Developer may retain consultants and professionals to assist Developer with the negotiation and execution of this Agreement, and Developer may compensate those consultants and professionals at their standard hourly rate for services performed, or any other method of compensation that is considered standard and reasonable for that particular service. Notwithstanding anything to the contrary contained herein, in no event shall Developer compensate any consultant or professional in any form that would be deemed a "bonus", "success fee" or "finder's fee".

18. MISCELLANEOUS.

18.1 This Agreement shall be construed and governed in accordance with the laws of the State of Florida. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof, and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

18.2 In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

18.3 In the event of any litigation between the parties under this Agreement, the parties shall bear their own attorneys' fees and costs at trial and appellate levels.

18.4 In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, the use of any gender shall be held to include every other and all genders, and captions and Paragraph headings shall be disregarded.

18.5 All of the exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.

18.6 Time shall be of the essence for each and every provision of this Agreement.

18.7 No provision of this Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of the Omni CRA, or City of Miami, in an individual capacity.

18.8 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action, in equity or in law, with respect to this Agreement must be brought and heard in Miami-Dade County, Florida.

18.9 This Agreement may not be amended, unless evidenced in writing and executed by all parties hereto.

19. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and there are no other agreements, representations or warranties other than as set forth herein. This Agreement may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of April
_____, 2009.

Witnessed:

Print Name: _____

Print Name: _____

DEVELOPER:

BDB MIAMI, LLC, a Maryland limited
liability company

By: _____

Name: _____

Title: _____

Approved for legal sufficiency

HOLLAND & KNIGHT LLP, Special Counsel

CRA:

OMNI REDEVELOPMENT DISTRICT
COMMUNITY REDEVELOPMENT
AGENCY, a public agency and body corporate
created pursuant to Section 163.356, Florida
Statutes

By: _____

Name: James H. Villacorta

Title: Executive Director

ATTEST:

Priscilla A. Thompson, Clerk of the Board

Approved as to Insurance Requirements:

Risk Management Administrator

#5557651_v10

Exhibit "A"

The Property

Exhibit "B"

Project Budget

Exhibit "C"

First Source Hiring Agreement (Construction)

FIRST SOURCE HIRING AGREEMENT (CONSTRUCTION)

THIS AGREEMENT is made this ____ day of April, 2009, by and between OMNI REDEVELOPMENT DISTRICT COMMUNITY REDEVELOPMENT AGENCY, a public agency and body corporate created pursuant to Section 163.356, Florida Statutes (the "CRA") and BDB MIAMI, LLC a Maryland limited liability company (the "Developer").

RECITALS

A. The CRA was formed for the purpose of removing slum and blight in the Omni redevelopment area (the "Redevelopment Area") and to promote redevelopment and employment within the Redevelopment Area.

B. The Developer is the owner of property located within the Redevelopment Area which is more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property").

C. Developer intends to develop the Property as a mixed-use development to be known as "Bayview Market" containing a minimum of 300,000 square feet and as much as 525,000 square feet of retail and office space, and a parking facility with not less than 1,200 parking spaces and a maximum of 2,160 parking spaces (collectively, the "Project").

D. Simultaneously with the execution of this Agreement, the CRA and the Developer have entered into that Bayview Market Economic Incentive Agreement (the "Incentive Agreement") pursuant to which the CRA will make tax increment funds available to the Developer which will be used by the Developer to defray a portion of the costs of development of the Project.

E. Developer has agreed to enter into this Agreement in order to induce the CRA to enter into the Incentive Agreement.

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration! the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

DEFINITIONS

As used in this Agreement, the following capitalized terms shall have the following meanings. All definitions include both the singular and plural form. Capitalized terms not specifically defined herein are as defined in the Incentive Agreement.

"Agency" shall mean the South Florida Work Force, a state and federally funded 501 C3 organization, or a similar agency reasonable acceptable to the CRA. In the event the Agency ceases to exist, upon request of CRA or the Developer, the Developer shall select a similar entity capable of handling the responsibilities designated to the Agency hereunder, reasonably acceptable to the CRA. The Developer may depend on the Agency to determine economic status (low-income, unemployed, etc.), residency, nationality, and other vital information of applicants or employees and may rely on all such determinations by the Agency for all purposes hereunder.

"Agreement" shall mean this First Source Hiring Agreement in its entirety.

"City" shall mean the City of Miami, Florida.

"County" shall mean Miami-Dade County, Florida.

"Construction Contract" shall mean a contract with a total contract value of \$750,000 or more related to the construction of the Project or part thereof. "Construction Contract" shall not include lease agreements or contracts related to operations of ongoing business at the Project.

"Construction Contractor" shall mean a prime contractor, a subcontractor, or any other business entering into a Construction Contract.

"Construction Phase" shall mean the period of time beginning with the commencement of construction of the Project and ending upon the issuance of a certificate of completion.

"Full Time Employee" shall mean an individual employed for a minimum of thirty-five (35) hours per standard five-day workweek, receiving all of the employee benefits offered by the respective employer to other similarly employed individuals.

"Lease Agreement" shall mean a retail lease agreement for the leasing of space within the Project.

"Low to Moderate-Income Individual" shall mean (i) an individual whose household income is no greater than 80% of the median income for the County based on the local Census data, or (ii) an individual who is unemployed.

"Qualifying Individuals" are Low to Moderate-Income Individuals or minorities who are Residents. The Developer may depend on the Agency to determine whether individuals are Qualifying Individuals, as well as their employment, economic status, residency, nationality, and other vital information of applicants, or employees and may rely on all such determinations by the Agency for all purposes hereunder.

"Residents" shall mean residents of the Redevelopment Area, the SEOPW Redevelopment Area or the City, which may include prior residency with accompanying proof, reasonably satisfactory to the Agency, of residency within the Redevelopment Area, the SEOPW Redevelopment Area or the City, as of January 2009 or since.

"Site" or "on-site" shall mean within the boundaries of the Project.

HIRING AND MINORITY EMPLOYMENT PROGRAM

This section is intended to develop reliable resources for community outreach associated with exceeding a participation goal of 25% for new job opportunities for Qualifying Individuals during the Construction Phase of the Project, the prescreening of resumes and operation of training programs that will facilitate the skills and the employment of Qualifying Individuals. This section aims to accomplish these goals by (i) holding events, at least annually, that provide

adequate notice to Residents of job opportunities, and (ii) collaborating with community-based organizations and other groups to ensure that appropriate training programs are developed and offered to Residents to establish (a) a mechanism whereby Qualifying Individuals can receive job training in the skills requested by employers in the Project, and (b) a system for prompt reliable pre-screening and referral of applicants to employers as jobs become available.

Construction Phase.

During the Construction Phase, the Developer shall utilize the services of the City of Miami Department of Economic Development, the Contractors Resource Center, and the Black Business Association for community outreach in striving to meet and/or exceed a goal of twenty-five percent (25%) for new job opportunities for Qualifying Individuals.

For each Construction Contract, Developer shall use commercially reasonable efforts to require the Construction Contractor and each of the subcontractors retained by the Construction Contractor to provide employment opportunities generated by the Project to Qualifying Individuals, including, but not limited to, those who are participants in the Agency's training and employment programs, subject to such Construction Contractors' or subcontractors' obligations pursuant to applicable laws, rules, regulations or orders or pursuant to any collective bargaining or other employment or labor agreement and such Construction Contractors' obligations to fill vacancies generated by the Project with (i) such Construction Contractors' employees from other jobs, and (ii) persons laid off by such Construction Contractor within the last two (2) years. It is understood that jobs may be offered on the basis of qualifications. However, should qualifications be equal, Developer shall use commercially reasonable efforts to cause such Construction Contractors to cause such employment opportunities to be offered in the following order of priority, subject to the terms and conditions above: (a) to Residents of the

Redevelopment Area; (b) Residents of the SEOPW Redevelopment Area; and (c) to Residents of the City.

Developer shall use commercially reasonable efforts to cause each Construction Contractor to collaborate with community-based organizations to ensure that appropriate skills training programs are established with the objective of training Qualified Individuals for employment as part of the on-site construction work force for the Project;

For each Construction Contract, the Developer shall use commercially reasonable efforts to cause the Construction Contractor to notify the Agency in a timely manner, as necessary and appropriate to develop customized training programs, with the objective of enabling Qualifying Individuals to qualify for and secure entry level and apprenticeship construction positions, whether union or non-union.

For each Construction Contract, the Developer shall use commercially reasonable efforts to cause the Construction Contractor to notify the Agency in a timely manner of entry level and apprenticeship positions whether union or non-union job openings resulting from the Construction Contract requirements, including the number of positions needed and the minimum qualifications required for each position.

For each Construction Contract, the Developer shall use commercially reasonable efforts to cause the Construction Contractor to utilize the Agency as the "first source" in identifying candidates for entry-level, apprenticeship and union and non-union positions.

For each Construction Contract, the Developer shall use commercially reasonable efforts to cause the Construction Contractor to give preference and first consideration on the basis of qualifications; however, should qualifications be equal among candidates, the Developer shall use commercially reasonable efforts to cause Construction Contractor, to the extent permitted by law and any existent labor agreements, and except as otherwise provided for in

Section 1 hereof, to offer such employment opportunities in the following order of priority (a) to Residents of the Redevelopment Area; (b) the SEOPW Redevelopment Area; and (c) to Residents of the City to fill entry level, apprenticeship, and union and non-union positions.

For each Construction Contract, the Developer shall use commercially reasonable efforts to cause the Construction Contractor to advertise or cause to be advertised through the Agency, in local minority media and City TV, the City community television channel, and hold job fairs seeking to attract Qualifying Individuals to seek training and employment at the Project;

For each Construction Contract, the Developer further agrees to use commercially reasonable efforts to cause the Construction Contractor to use its commercially reasonable efforts to ensure that twenty-five percent (25%) or more of those individuals offered employment are Qualifying Individuals. It is understood that successful completion of training includes mastery of many performance, attitude, and team skills. As long as these persons remain employed, their positions will continue to be counted toward the thresholds of Developer's performance regardless of any change in their status as a Qualifying Individual. Annual thresholds shall be pro-rated monthly as required. In the event that the Agency is unable to identify Qualified Individuals to fill these positions identified by the Construction Contractor within a reasonable time frame acceptable to the Developer or Construction Contractor, any unfilled targeted positions may be filled by any qualified person, irrespective of their status as Qualifying Individuals.

The CRA acknowledges that all employees of the Project will be required to have the necessary employment skills, as well as meeting the requirements of the Project insurance policy, including, without limitation, requirements for a drug free workplace. In addition, the CRA acknowledges that various employment opportunities may require union membership, and may require security clearances consistent with the Project's security policies and procedures.

For purposes of this Agreement, to the extent the Agency provides the above services, the Developer may rely on the information provided by the Agency for verification purposes.

To the extent that the procedures set forth in this section are in conflict with the procedures implemented by the Developer or Construction Contractors in order to comply, with the applicable federal, state and local laws, the Developer and the Construction Contractors may substitute other procedures, reasonably acceptable to the CRA, in order to accomplish the purpose and intent of this Agreement;

REPORTING

Quarterly Reports Analysis: Developer shall use commercially reasonable efforts to cause the Construction Contractors to prepare, or cause to be prepared, detailed quarterly reports on the implementation of all sections of this Agreement during the Construction Phase. These reports will be coordinated with and reported by the Agency or other qualifying entity, as submitted to and reasonably approved by the CRA. These reports should include, but not be limited to, the following:

- total number of positions hired to-date
- total number of positions held by Qualifying Individuals residing in the Redevelopment Area, the SEOPW Redevelopment Area and the City, respectively
- total new hires this reporting period
- total new hires from prior reporting period
- total new hires to-date
- total number of individuals referred from each respective recruiting source
- total number of individuals hired from each respective recruiting source.

These reports shall be provided to the CRA, consistent with any security provisions of the Project. If the report indicates that the percentage threshold requirement is not being met, the

Developer shall use commercially reasonable efforts to cause the Construction Contractors to include as part of the report a discussion of the reasons why that is the case. Further, in the event the Agency prepared the report or the initial data on Qualifying Individuals, on behalf of the Developer, the Developer shall be entitled to rely on information provided by the Agency.

IMPLEMENTATION OF FIRST SOURCE HIRING PROGRAM

Inclusion of this Agreement in Construction Contracts:

Construction Contracts: For each Construction Contract, the Developer shall use commercially reasonable efforts to cause this Agreement, or any amended version thereof, to be included as a material term of such Construction Contract.

NOTICES

Correspondence: All correspondence shall be in writing and shall be addressed to the affected parties at the addresses set forth below. A party may change its address by giving notice in compliance with this Section 5 the addresses of the parties are:

If to the Developer:	BDB Miami, LLC 4401 Davidson Avenue Atlanta, GA 30319 Attn: _____
With a copy to:	Jimmy Morales, Esq. Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. 150 West Flagler Street, Suite 2200 Miami, FL 33130
If to the CRA:	James H. Villacorta, Executive Director Omni Redevelopment District Community Redevelopment Agency 49 NW 5 th Street, Suite 100 Miami, Florida 33128
With a copy to:	Department of Economic Development City of Miami 444 SW 2 Avenue, 3 rd Floor Miami, Florida 33130
With copy to:	Department of Community Development

City of Miami
444 SW 2 Avenue, 2nd Floor
Miami, FL 33130

With a copy to:

William R. Bloom, Esq.
Holland & Knight LLP
701 Brickell Avenue, Suite 3000
Miami, Florida 33131

GENERAL PROVISIONS

Severability Clause: If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall continue in full force and effect.

Binding on Successors: This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, and assigns of each of the parties hereto. Any reference in this Agreement to a specifically named party shall be deemed to apply to any successor in interest, heir, administrator, executor, or assign of such party.

Intended Beneficiaries: The CRA is an intended third-party beneficiary of contracts and other agreements, which incorporate this Agreement, with regard to the terms of this Agreement. The CRA shall therefore have the right to enforce the provisions of this Agreement against all parties incorporating this Agreement into contracts or other agreements.

Term: This Agreement shall become effective on the date of mutual execution of this Agreement.

Waiver: The waiver of any provision or term of this Agreement shall not be deemed as a waiver of any other provision or term of this Agreement. The mere passage of time, or failure to act upon a breach, shall not be deemed as a waiver of any provision or terms of this Agreement.

Estoppel: The parties hereto agree to provide each other, within 15 days of request, an estoppel letter acknowledging that the other party is not in default of this Agreement.

Construction: The parties hereto have been represented by counsel in the negotiation and drafting of this Agreement. Accordingly, this Agreement shall not be strictly construed against any party, and the rule of construction that any ambiguities be resolved against the drafting party shall not apply to this Agreement.

No termination of Existing Employees: Neither the Developer, nor any Construction Contractor shall be obligated to terminate any existing employees to comply with the terms and provisions of this Agreement. Should either of the Developer or any Construction Contractor not be able to meet the thresholds or objectives of this Agreement due to low employment position vacancy, the threshold will be based upon the job openings that are available.

Entire Agreement: This Agreement and the Incentive Agreement contain the entire agreement between the parties with respect to construction of the Project and supersedes any prior agreements, whether written or oral.

Amendments: This Agreement may not be altered, amended or modified, except by an instrument in writing signed by the Developer and the CRA.

Authority of Signatories: The individuals executing this Agreement represent and warrant that they have the authority to sign on behalf of the respective parties.

Waiver of Jury Trial: The parties hereby knowingly, irrevocable, voluntarily and intentionally waive any right either may have to a trial by jury in respect of any action, proceeding or counterclaim based on this Agreement, or arising out of, under or in connection with this Agreement or any amendment or modification of this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party hereto. This waiver of jury trial provision is a material inducement of the CRA and Developer entering into the subject transaction.

Terms: This Agreement shall automatically expire, and the Developer shall have no further obligations hereunder, upon substantial completion of the Project.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the CRA and the Developer executed this Agreement the
day and year first above written:

Witnessed:

Print Name: _____

Print Name: _____

DEVELOPER:

BDB MIAMI, LLC, a Maryland limited
liability company

By: _____

Name:

Title:

CRA:

Approved for legal sufficiency

HOLLAND & KNIGHT LLP, Special Counsel

OMNI REDEVELOPMENT DISTRICT
COMMUNITY REDEVELOPMENT
AGENCY, a public agency and body corporate
created pursuant to Section 163.356, Florida
Statutes

By: _____

Name: James H. Villacorta

Title: Executive Director

ATTEST:

Approved as to Insurance Requirements:

Priscilla A. Thompson, Clerk of the Board

Risk Management Administrator

5557651_v10

Exhibit "D"

First Source Hiring Agreement (Operations)

FIRST SOURCE HIRING AGREEMENT (OPERATIONS)

THIS AGREEMENT is made this ____ day of April, 2009, by and between OMNI REDEVELOPMENT DISTRICT COMMUNITY REDEVELOPMENT AGENCY, a public agency and body corporate created pursuant to Section 163.356, Florida Statutes (the "CRA") and BDB MIAMI, LLC a Maryland limited liability company (the "Developer").

RECITALS

F. The CRA was formed for the purpose of removing slum and blight in the Omni redevelopment area (the "Redevelopment Area") and to promote redevelopment and employment within the Redevelopment Area.

G. The Developer is the owner of property located within the Redevelopment Area which is more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property").

H. Developer intends to develop the Property as a mixed-use development to be known as "Bayview Market" containing a minimum of 300,000 square feet and as much as 525,000 square feet of retail and office space, and a parking facility with not less than 1,200 parking spaces and a maximum of 2,160 parking spaces (collectively, the "Project").

I. Simultaneously with the execution of this Agreement, the CRA and the Developer have entered into that Bayview Market Economic Incentive Agreement (the "Incentive Agreement") pursuant to which the CRA will make tax increment funds available to the Developer which will be used by the Developer to defray a portion of the costs of development of the Project.

J. Developer has agreed to enter into this Agreement in order to induce the CRA to enter into the Incentive Agreement.

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration! the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

DEFINITIONS

As used in this Agreement, the following capitalized terms shall have the following meanings. All definitions include both the singular and plural form. Capitalized terms not specifically defined herein are as defined in the Incentive Agreement.

"Agency" shall mean the South Florida Work Force, a state and federally funded 501 C3 organization, or a similar agency reasonable acceptable to the CRA. In the event the Agency ceases to exist, upon request of CRA or the Developer, the Developer shall select a similar entity capable of handling the responsibilities designated to the Agency hereunder, reasonably acceptable to the CRA. The Developer may depend on the Agency to determine economic status (low-income, unemployed, etc.), residency, nationality, and other vital information of applicants or employees and may rely on all such determinations by the Agency for all purposes hereunder.

"Agreement" shall mean this First Source Hiring Agreement in its entirety.

"City" shall mean the City of Miami, Florida.

"County" shall mean Miami-Dade County, Florida.

"Full Time Employee" shall mean an individual employed for a minimum of thirty-two (32) hours per standard five-day work week.

"Lease Agreement" shall mean a retail lease agreement for the leasing of space within the Project.

"Leased Premises" shall mean the space leased pursuant to a Lease Agreement.

"Leasing Phase" shall mean that time period between the Substantial Completion of the Project as defined in the Incentive Agreement and the Satisfaction of the Employment Requirement, as defined in the Incentive Agreement.

"Low to Moderate-Income Individual" shall mean an individual whose household income is no greater than 80% of the median income for the County based on the local Census data or who is unemployed.

"Qualifying Individuals" are Low to Moderate-Income Individuals or minorities who are Residents. The Developer may depend on the Agency to determine whether individuals are Qualifying Individuals, as well as their employment, economic status, residency, nationality, and other vital information of applicants, or employees and may rely on all such determinations by the Agency for all purposes hereunder.

"Residents" shall mean residents of the Redevelopment Area, the SEOPW Redevelopment Area or the City, which may include prior residency with accompanying proof, reasonably satisfactory to the Agency, of residency within the Redevelopment Area, the SEOPW Redevelopment Area or the City, as of January 2009 or since.

"Site" or "on-site" shall mean within the boundaries of the Project.

"Tenant" means the lessee under a Lease Agreement.

HIRING AND MINORITY EMPLOYMENT PROGRAM

This section is intended to develop reliable resources for community outreach associated with exceeding a participation goal of 25% for new job opportunities for Qualifying Individuals during the operation phase of Project, the prescreening of resumes and operation of training programs that will facilitate the skills and the employment of Qualifying Individuals. This section aims to accomplish these goals by (i) holding events, at least annually, that provide adequate notice to Residents of job opportunities, and (ii) collaborating with community-based

organizations and other groups to ensure that appropriate training programs are developed and offered to Residents to establish (a) a mechanism whereby Qualifying Individuals can receive job training in the skills requested by employers in the Project, and (b) a system for prompt reliable pre-screening and referral of applicants to employers as jobs become available.

Operations Phase.

During the operations phase, the Developer shall utilize the services of the City of Miami Department of Economic Development and the Black Business Association for community outreach in striving to meet and/or exceed a goal of 25% for new job opportunities for Qualifying Individuals.

For each Lease Agreement, Developer shall use commercially reasonable efforts to require each Tenant to provide employment opportunities generated by the Project to Qualifying Individuals, including, but not limited to, those who are participants in the Agency's training and employment programs, subject to such Tenant's obligations pursuant to applicable laws, rules, regulations or orders or pursuant to any collective bargaining or other employment or labor agreement and such Tenant's obligations to fill vacancies generated at the Leased Premises with (i) such Tenant's employees from other jobs, and (ii) persons laid off by such Tenant within the last two (2) years. It is understood that jobs may be offered on the basis of qualifications. However, should qualifications be equal, Developer shall use commercially reasonable efforts to cause such Tenants to cause such employment opportunities to be offered in the following order of priority, subject to the terms and conditions above: (a) to Residents of the Redevelopment Area; (b) Residents of the SEOPW Redevelopment Area; and (c) to Residents of the City.

Developer shall use commercially reasonable efforts to cause the Tenants to collaborate with community-based organizations to ensure that appropriate skills training

programs are established with the objective of training Qualified Individuals for employment as part of the work force for the Project.

For each Lease Agreement, the Developer shall use commercially reasonable efforts to cause the Tenant to notify the Agency in a timely manner, as necessary and appropriate to develop customized training programs, with the objective of enabling Qualifying Individuals to qualify for and secure entry level and apprenticeship positions, whether union or non-union.

For each Lease Agreement, the Developer shall use commercially reasonable efforts to cause the Tenant to notify the Agency in a timely manner of entry-level and apprenticeship positions whether union or non-union job openings, including the number of positions needed and the minimum qualifications required for each position.

For each Lease Agreement, the Developer shall use commercially reasonable efforts to cause the Tenant to utilize the Agency as the "first source" in identifying candidates for entry-level, apprenticeship and union and non-union positions.

For each Lease Agreement, the Developer shall use commercially reasonable efforts to cause the Tenant to give preference and first consideration on the basis of qualifications; however, should qualifications be equal among candidates, the Developer shall use commercially reasonable efforts to cause Tenant, to the extent permitted by law and any existent labor agreements, and except as otherwise provided herein, to offer such employment opportunities in the following order of priority (a) to Residents of the Redevelopment Area; (b) the SEOPW Redevelopment Area; and (c) to Residents of the City to fill entry-level, apprenticeship, and union and non-union positions.

For each Lease Agreement, the Developer shall use commercially reasonable efforts to cause the Tenant to advertise or cause to be advertised through the Agency, in local

minority media and City TV, the City community television channel, and hold job fairs seeking to attract Qualifying Individuals to seek training and employment at the Project;

For each Lease Agreement, the Developer further agrees to use commercially reasonable efforts to cause the Tenant to use its commercially reasonable efforts to ensure that twenty-five percent (25%) or more of those individuals offered employment are Qualifying Individuals. It is understood that successful completion of training includes mastery of many performance, attitude, and team skills. As long as these persons remain employed, their positions will continue to be counted toward the thresholds of Developer's performance regardless of any change in their status as a Qualifying Individual. Annual thresholds shall be pro-rated monthly as required. In the event that the Agency is unable to identify Qualified Individuals to fill these positions identified by the Tenant within a reasonable time frame acceptable to the Developer or Tenant, any unfilled targeted positions may be filled by any qualified person, irrespective of their status as Qualifying Individuals.

The CRA acknowledges that all employees of the Project will be required to have the necessary employment skills. In addition, the CRA acknowledges that various employment opportunities may require union membership, and may require security clearances consistent with the Tenant's security policies and procedures.

To the extent that the procedures set forth in this section are in conflict with the procedures implemented by the Developer or Tenants in order to comply, with the applicable federal, state and local laws, the Developer and the Tenants may substitute other procedures, reasonably acceptable to the CRA, in order to accomplish the purpose and intent of this Agreement.

REPORTING

Quarterly Reports Analysis: For each Lease Agreement, the Developer shall use commercially reasonable efforts to cause the Tenants to prepare, or cause to be prepared, detailed quarterly reports on the implementation of all sections of this Agreement during the Leasing Phase. These reports will be coordinated and reported by the Agency or other qualifying entity, as submitted to and reasonably approved by the CRA. These reports should include, but not be limited to, the following:

- total number of positions hired to-date
- total number of positions held by Qualifying Individuals residing in the Redevelopment Area, the SEOPW Redevelopment Area and the City, respectively
- total new hires this reporting period
- total new hires from prior reporting period
- total new hires to-date
- total number of individuals referred from each respective recruiting source
- total number of individuals hired and not hired from each respective recruiting source.

If the report indicates that the percentage threshold requirement is not being met, the Developer shall use commercially reasonable efforts to cause the Tenants to include as part of the report a discussion of the reasons why that is the case. Further, in the event the Agency prepared the report or the initial data on Qualifying Individuals, on behalf of the Developer, the Developer shall be entitled to rely on information provided by the Agency.

IMPLEMENTATION OF FIRST SOURCE HIRING PROGRAM

Inclusion of this Agreement in Lease Agreements:

For each Lease Agreement, the Developer shall use commercially reasonable efforts to cause this Agreement, or any amended version thereof, to be included as a material term of such Lease Agreement.

NOTICES

Correspondence: All correspondence shall be in writing and shall be addressed to the affected parties at the addresses set forth below. A party may change its address by giving notice in compliance with this Section 5 the addresses of the parties are:

If to the Developer:	BDB Miami, LLC 4401 Davidson Avenue Atlanta, GA 30319 Attn: _____
With a copy to:	Jimmy Morales, Esq. Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. 150 West Flagler Street, Suite 2200 Miami, FL 33130
If to the CRA:	James H. Villacorta, Executive Director Omni Redevelopment District Community Redevelopment Agency 49 NW 5 th Street, Suite 100 Miami, Florida 33128
With a copy to:	Department of Economic Development City of Miami 444 SW 2 Avenue, 3 rd Floor Miami, Florida 33130
With copy to:	Department of Community Development City of Miami 444 SW 2 Avenue, 2 nd Floor Miami, FL 33130

With a copy to:

William R. Bloom, Esq.
Holland & Knight LLP
701 Brickell Avenue, Suite 3000
Miami, Florida 33131

GENERAL PROVISIONS

Severability Clause: If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall continue in full force and effect.

Binding on Successors: This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, and assigns of each of the parties hereto. Any reference in this Agreement to a specifically named party shall be deemed to apply to any successor in interest, heir, administrator, executor, or assign of such party.

Intended Beneficiaries: The CRA is an intended third-party beneficiary of contracts and other agreements, which incorporate this Agreement, with regard to the terms of this Agreement. The CRA shall therefore have the right to enforce the provisions of this Agreement against all parties incorporating this Agreement into contracts or other agreements.

Term: This Agreement shall become effective on the date of mutual execution of this Agreement and terminate at the end of the Leasing Phase.

Waiver: The waiver of any provision or term of this Agreement shall not be deemed as a waiver of any other provision or term of this Agreement. The mere passage of time, or failure to act upon a breach, shall not be deemed as a waiver of any provision or terms of this Agreement.

Estoppel: The parties hereto agree to provide each other, within 15 days of request, an estoppel letter acknowledging that the other party is not in default of this Agreement.

Construction: The parties hereto have been represented by counsel in the negotiation and drafting of this Agreement. Accordingly, this Agreement shall not be strictly construed against

any party, and the rule of construction that any ambiguities be resolved against the drafting party shall not apply to this Agreement.

No termination of Existing Employees: Neither the Developer, nor any Tenant shall be obligated to terminate any existing employees to comply with the terms and provisions of this Agreement. Should either of the Developer or any Tenant not be able to meet the thresholds or objectives of this Agreement due to low employment position vacancy, the threshold will be based upon the job openings that are available.

Entire Agreement: This Agreement and the Incentive Agreement contain the entire agreement between the parties with respect to employment during operations of the Project and supersedes any prior agreements, whether written or oral.

Amendments: This Agreement may not be altered, amended or modified, except by an instrument in writing signed by the Developer and the CRA.

Authority of Signatories: The individuals executing this Agreement represent and warrant that they have the authority to sign on behalf of the respective parties.

Waiver of Jury Trial: The parties hereby knowingly, irrevocable, voluntarily and intentionally waive any right either may have to a trial by jury in respect of any action, proceeding or counterclaim based on this Agreement, or arising out of, under or in connection with this Agreement or any amendment or modification of this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party hereto. This waiver of jury trial provision is a material inducement of the CRA and Developer entering into the subject transaction.

Terms: This Agreement shall automatically expire, and the Developer shall have no further obligations hereunder, upon substantial completion of the Project.

IN WITNESS WHEREOF, the CRA and the Developer executed this Agreement the

day and year first above written:

Witnessed:

Print Name: _____

Print Name: _____

DEVELOPER:

BDB MIAMI, LLC, a Maryland limited liability company

By: _____

Name:

Title:

CRA:

Approved for legal sufficiency

HOLLAND & KNIGHT LLP, Special Counsel

OMNI REDEVELOPMENT DISTRICT
COMMUNITY REDEVELOPMENT
AGENCY, a public agency and body corporate
created pursuant to Section 163.356, Florida
Statutes

By: _____

Name: James H. Villacorta

Title: Executive Director

ATTEST:

Approved as to Insurance Requirements:

Priscilla A. Thompson, Clerk of the Board

Risk Management Administrator

5557651_v10

EXHIBIT 24-5
REDEVELOPMENT PLAN EXCERPT

B. Redevelopment Objectives

Based upon the analysis of existing conditions, established community priorities, the regional housing market and the dynamics of Downtown Miami, redevelopment objectives have been developed as a policy framework for preparing the redevelopment plan. The objectives relate closely with the development concept which has been evaluated and tested for feasibility. Thus, the following specific objectives reflect only what has been determined to be feasible and practical and consistent with overall redevelopment objectives of the City of Miami.

Overtown (Overtown Redevelopment Plan)

- Better employment opportunities and upward job mobility for residents.
- Provide opportunities for Blacks to manage and own businesses.
- Maintain existing business and attract new business.
- Stress rehabilitation of existing housing.
- Replace dilapidated housing.
- Provide opportunity for residents to continue to live in Overtown.
- Promote home ownership and new housing for moderate income families and encourage an income mix in all housing.
- Improve the delivery of human services.
- Emphasize crime prevention and maintain security in the area.

- Restore a sense of community and unify the area culturally.
- Promote the orderly use of land.
- Preserve historic buildings and sites.
- Provide better transportation links to employment and service centers.
- Park West (Miami Park West; A Redevelopment Program for Downtown Miami, Technical Appendix)
 - Remove slum and blight conditions.
 - Reinforce the property tax base.
 - Encourage day and night activities in Downtown Miami.
 - Reduce travel distance for Downtown workers.
 - Resolve existing and future transportation conflicts.
 - Maximize environmental assets.
 - Minimize adverse impacts on existing viable commercial and industrial uses serving the Port and Downtown.
 - Reinforce public investment in Bayfront and Bicentennial Park and transit facilities.
 - Expand housing choices for Downtown workers.
 - Encourage a comprehensive large scale redevelopment of Park West.
 - Provide linkages with adjacent planned uses.

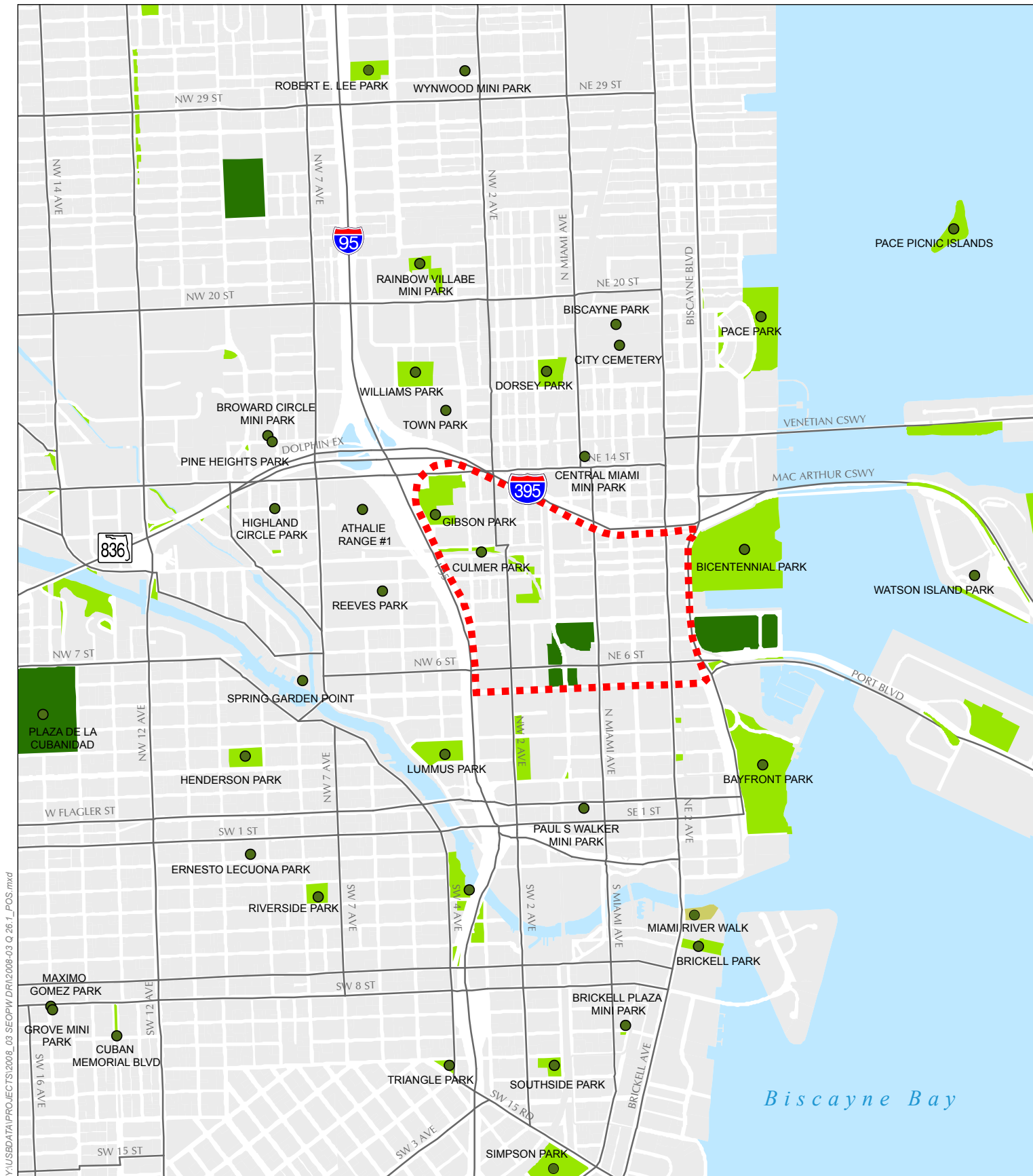
Overall Redevelopment Area (Southeast Overtown/
Park West Ad Hoc
Committee)

- Integration of the physical redevelopment activities programmed for Park West and Overtown.
- Establish a mechanism for community participation in monitoring the redevelopment process.
- Assure concurrent redevelopment of both the Overtown and Park West segments of the redevelopment project.
- Better economically integrate housing opportunities within the Park West area.
- Establish strong policies and programs for Black participation in the redevelopment process (jobs, contracts, equity, etc.).
- Maximize redevelopment opportunities within the portion of Overtown south of the Metro-rail alignment.

Question 26 – Recreation and Open Space

The Miami Parks and Open Space Master Plan, and the City of Miami Comprehensive Neighborhood Plan will be utilized to address the requirements of the DRI **Question 26**. The Miami Parks and Open Space Master Plan is multifaceted, and is structured through the components of nature and environment, park and urban design, recreation, community development, culture and cultural identity, and changing demographics. Referred to as the “Park of Parks”, the Park vision for Southeast Overtown Park West includes enhanced safety in parks and public spaces, creating and strengthening connections between Overtown’s public spaces and to downtown parks, creating greener landscapes and shades, and providing year-round active and passive recreation opportunities for people of all ages and groups.

To this end, SEOPW DRI – Increment III will identify recreational facilities and open space locations. These open spaces will create opportunities for usable, attractive and well landscaped areas, and those areas and/or facilities that will be open to the public will be determined. Ownership and maintenance programs for parks and recreational facilities will be identified.



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LEGEND

- Southeast Overtown Park West DRI Boundary
- Local Parks and Playgrounds (Other than schools)
- Biscayne National Park
- Sports Stadiums, Arenas and Tracks

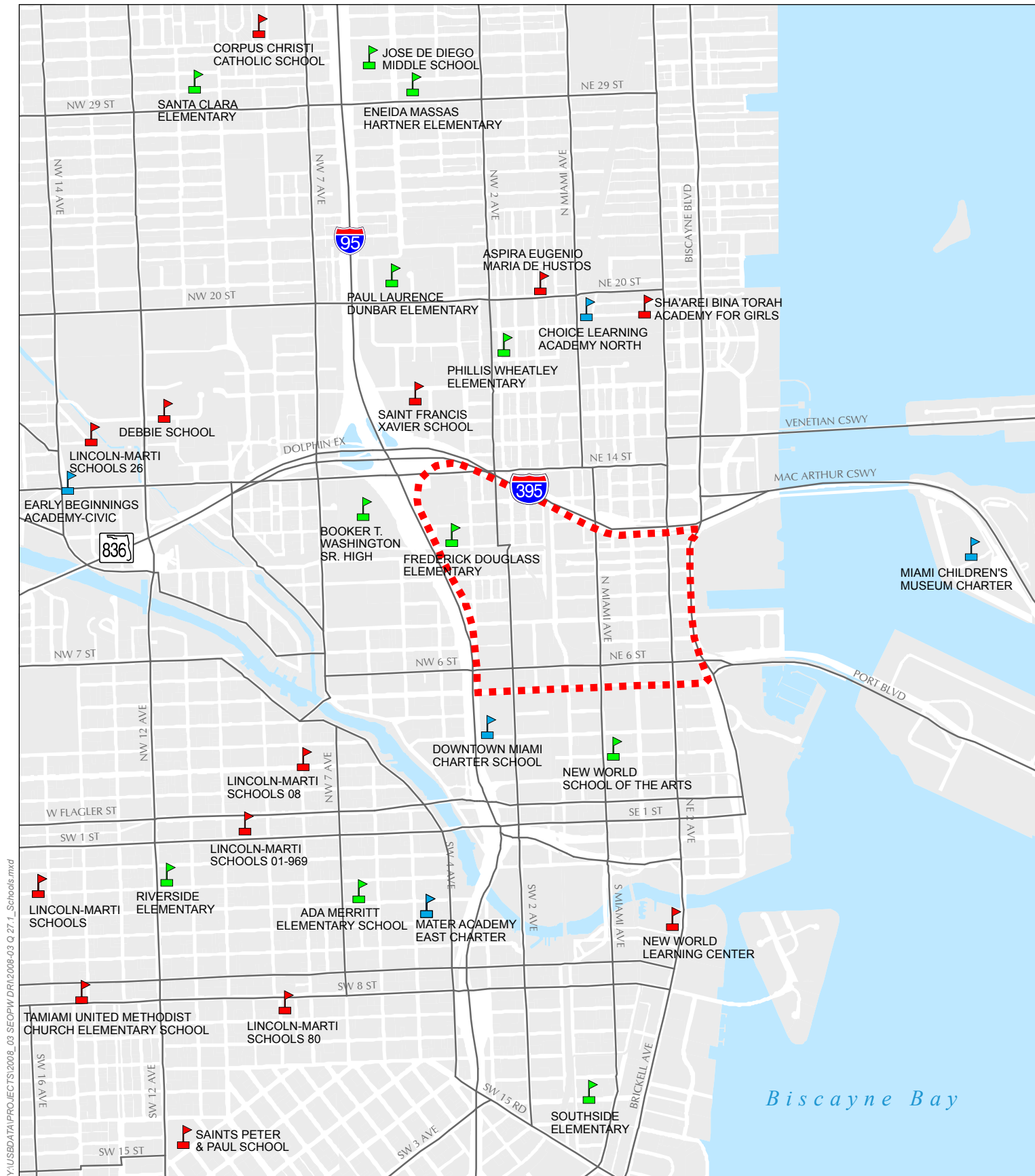


Source: Miami-Dade GIS 2008; Adapted by The Curtis Group, 2009
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EXHIBIT 26-1
PARKS AND RECREATION
 SEOPW DRI - INCREMENT III

Question 27 – Education

In response to school demand and in addressing the requirements of the DRI **Question 27**, it is important to quantify the need for student stations, determine geographic constraints in meeting those needs, and provide adequate mitigation to address and resolve student station deficits. Given the administrative flexibility within the Master Incremental DRI to exchange non-residential uses to residential, it will be prudent to examine student needs as part of Increment III, so that infrastructure to accommodate the future residents of this urban area will be addressed and available when needed.



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LEGEND

- - - Southeast Overtown Park West DRI Boundary
- Charter Schools
- Private Schools
- Public Schools



Source: Miami-Dade GIS 2008; Adapted by The Curtis Group, 2009
0 1000 2000 4000 Feet

EXHIBIT 27.1 SCHOOL LOCATIONS

SEOPW DRI - INCREMENT III

Proposed Agreement to Delete Questions

The following pages contain a proposed Agreement to Delete Questions for the SEOPW DRI – Increment III.

AGREEMENT TO DELETE QUESTIONS

Project Name: Southeast Overtown/ Park West DRI – Increment III

Project Location: City of Miami

Applicant/Developer: Southeast Overtown/ Park West Community Redevelopment Agency
49 NW 5 Street, Suite 100, Miami, Florida 33128
City of Miami
444 S.W. 2nd Avenue, 3rd Floor, Miami, Florida 33130

Section 380.06(7)(b), Florida Statutes, stipulates that the regional planning agency "shall establish by rule a procedure by which a developer may enter into binding written agreements with the regional planning agency to eliminate questions from the application for development approval when those questions are found to be unnecessary for development-of-regional-impact review". To comply with this provision, the South Florida Regional Planning Council and the Applicants hereby agree that the Applicants will submit sufficient information, as determined by the Council, in the application for development approval (ADA) for only those questions which are specified as being required in the following agreement.

	<u>Required</u>	<u>Not Required</u>
1. Applicant/Project Identification	●	○
2. Applicant	●	○
3. Authorized Agents	●	○
4. Ownership/Adjacent Property	○	●
5. Legal Description	○	●
6. Binding Letter/Preliminary Development Agreement Status	○	●
7. Government of Jurisdiction	●	○
8. Permitting Agencies and Permit Applications	●	○
9. Maps:		
A. General Location	●	○
B. Recent Aerial Photo	●	○
C. Topography	○	●
D. Existing Land Use	○	●

E. Soils	O	●
F. Vegetation Association	O	●
G. Sampling Station Locations and Observed Significant Resources	O	●
H. Master Development Plan	●	O
I. Master Drainage	O	●
J. Highway and Transportation Network	●	O
10. General Project Description		
Part I - Specific Project Description		
A. Summary and Phasing	●	O
B. Existing and Proposed Land Uses	●	O
C. Previous and Existing Activities	O	●
D. Primary and Secondary Market Area	O	●
E. Description of Project Demand	●	O
F. Project Costs Table (SFRPC requirement)	●	O
G. Social and Economic Disparities (SFRPC requirement)	●	O
Part II - Consistency with Comprehensive Plans		
A. Local Plan	●	O
B. Regional Plan	●	O
C. State Plan	●	O
Part III - Demographic and Employment Information		
A. Demographic and Employment Tables (include three digit SIC codes)	●	O
Part IV - Impact Summary		
A. Impact on Natural Resources	O	●
B. Public Facility Capital Costs	O	●
11. Revenue Generation Summary	●	O

12. Vegetation and Wildlife

A. Identification of Plant Species	O	●
B. Discussion of Survey Methods	O	●
C. State/Federal Listed Species	O	●
D. Impact to Listed Species	O	●
E. Mitigation for Impacted Species	O	●

13. Wetlands

A. Existing Conditions and Proposed Impacts	O	●
B. Creation or Enhancement Plans	O	●

14. Water

A. Existing Hydrologic Conditions	O	●
B. Existing Water Quality	O	●
C. Mitigation Measures	O	●

15. Soils

A. Description of Soils	O	●
B. Site Alteration and Construction Methods	O	●
C. Soil Erosion Control Measures	O	●
D. Fill and Spoil Information	O	●

16. Flood Plains

A. Identification of Flood Prone Areas	O	●
B. FIRM Zone Designations	O	●
C. Flood Hazard Measures	O	●
D. Off-Site Flooding Impacts	O	●

17. Water Supply

A. Potable/Non-Potable Water Demand	●	O
B. Potable/Non-Potable Water Supply	●	O

C. On-Site Wells	O	●
D. Impact to Existing Wells and Aquifer	O	●
E. Operation/Maintenance of Internal Water Supply	●	O
F. Letter from Off-Site Supplier	●	O
G. Conservation Measures	●	O
H. Service Area Boundary	●	O
18. Wastewater Management		
A. Projected Generation and Proposed Treatment	●	O
B. Description of Pre-Treatment Techniques	●	O
C. Letter from Off-Site Treatment Authority	●	O
D. Septic Tank Identification	O	●
E. Service Area Boundary	●	O
19. Stormwater Management		
A. Existing On-Site Drainage Patterns	O	●
B. Proposed Drainage System	O	●
C. On-Site Drainage Areas	O	●
D. Run-Off Volume and Quality	O	●
E. Identification of Operation/Maintenance Authority	O	●
20. Solid/Hazardous/Medical Waste		
A. Solid Waste Generation	●	O
B. Waste Management		
1. Specification of Waste Generated	●	O
2. Separation Measures	●	O
3. Identification of Off-Site Disposal	●	O
4. Applicable Regulations, Permits and Plans	●	O

C. Documentation		
1. Letter from Developer	●	○
2. Letter from Service Provider	●	○
21. Transportation		
A. Existing Conditions	●	○
B. Projection of Vehicle Trips	●	○
C. Estimation of Internal/External Split	●	○
D. Total Peak Hour Directional Traffic	●	○
E. Assignment of Trips Generated	●	○
F. Recommended Improvements	●	○
G. Site Access Plan	●	○
H. Protection of Transportation Corridors	●	○
I. Provisions for Alternative Modes of Transportation	●	○
22. Air Impacts		
A. Site Preparation and Construction Measures to Minimize Impacts	●	○
B. Structural/Operational Measures to Minimize Impacts	●	○
C. Analysis of Impacted Intersections and Parking Facilities (Table 22-1)	●	○
D. One Hour/Eight Hour Emissions	●	○
E. Identification of Mitigation Measures	●	○
23. Hurricane Preparedness		
A. Identification of Designated Areas		
1. Vulnerability Zone	●	○
2. High Hazard Evacuation Area	●	○
3. Special Preparedness District	●	○
B. Identification of Evacuation Requirements		

1. Shelter Space Need and Availability	●	○
2. Evacuation Route Capacity	●	○
C. Identification of Mitigation	●	○
24. Housing		
A. Residential Development Characteristics	●	○
B. Housing Availability/Employment Opportunities	●	○
C. Provisions for Displacement/Relocation	●	○
25. Police and Fire Protection		
A. Dedication of Facility or Site	●	○
B. Letter from Service Provider	●	○
26. Recreation and Open Space		
A. Description of Facilities and Open Space	●	○
B. Assessment of Impact to Public Access	●	○
C. Identification of Maintenance Authority	●	○
D. Description of Consistency with Local and Regional Policies	●	○
E. Assessment of Impact to Recreation Trail Designation	●	○
27. Education		
A. Estimation of Number of School Age Children	●	○
B. Provision of Facilities or Sites	●	○
C. Letter from School Board	●	○
28. Health Care		
A. Description of Facilities and Services	●	○
B. Letter from Service Provider	●	○
29. Energy		
A. Projection of Energy Demands	○	●
B. Description of On-Site Electrical Generating Facility	○	●

C. Letter from Off-Site Supplier	0	●
D. Description of Energy Conservation Methods or Devices	0	●
30. Historical and Archaeological Sites		
A. Description of Sites	0	●
B. Protection/Mitigation Measures	0	●
31. Airports		
A. Existing Conditions	0	●
B. Copy of Layout Plan	0	●
C. Copy of FAA Application	0	●
D. Identification of Flight Patterns	0	●
E. Identification of Subsidiary Development	0	●
F. Description of Passenger Circulation System	0	●
32. Attractions and Recreation Facilities		
A. Projection of Attendance		
1. Daily High, Low and Average	●	0
2. Figure 32.1 - Monthly Distribution	●	0
3. Figure 32.2 - Daily Distribution	●	0
4. Figure 32.3 - Hourly Distribution	●	0
B. Identification of Alternative Transportation Systems	●	0
C. Identification of Transportation System Interface	●	0
33. Hospitals		
A. Specification of Proposed Facility	0	●
B. Identification of Related Facilities	0	●
C. Copy of Certificate of Need	0	●
34. Industrial Plants and Parks		

A. Identification of Types of Operations	0	●
B. Identification of Support Industry	0	●
C. Transportation Requirements	0	●
D. Specification of Work Shifts	0	●
35. Mining Operation		
A. Description of Operation	0	●
B. Water Use Requirements	0	●
C. Impact on Aquifer	0	●
D. Maintenance and Inspection Requirements	0	●
E. Description of On-Site Processing Operation	0	●
F. Identification of Radioactive Material	0	●
G. Reclamation Plan	0	●
H. Identification of Mineral Destination	0	●
I. Identification of Shipping Modes	0	●
J. Transportation Requirements	0	●
36. Petroleum Storage Facilities		
A. Description of Existing Facilities	0	●
B. Description of Proposed Development	0	●
C. Identification of Transport Methods	0	●
D. Vapor Emission and Spillage Response	0	●
37. Port and Marina Facilities		
A. Existing Conditions	0	●
B. Conceptual Plan	0	●
C. Commodity and Passenger Statistics	0	●
D. Transportation System Expansion Requirements	0	●

- E. Dredge and Fill Requirements o ●
- F. Oil Spill Clean-Up o ●
- G. Description of Subsidiary Development o ●
- H. Discussion of Increased Shipping Activity o ●

38. Schools

- A. Description of Proposed Development and Program o ●
- B. Enrollment Impact Area o ●
- C. Identification of Design Population o ●

39. Other (as specified below) ● o

- A. File the ADA as required by any Preliminary Development Agreement or prior to _____. If the ADA is not filed in a timely manner the Applicants shall schedule a new pre-application conference.
- B. Distribute all necessary copies of the ADA to all review agencies.
- C. Include copies of all relevant executed agreements with the ADA (e.g. Section 380.032 Development Agreement; Final Bifurcation Agreement(s)/Approval(s); Final Agreement to Delete Questions; etc.).
- D. Provide display graphics for presentation at all Council meetings.
- E. In accordance with Rule 9J-2.0252, Florida Administrative Code, reimburse the South Florida Regional Planning Council for the cost of coordinating and reviewing the proposed project.

Prepared on this _____ day of April, 2010.

By:

Signature

Signature

Chelsa Arscott, Program Administer
Representing: Southeast Overtown/Park
West Community Redevelopment Agency

for the APPLICANTS
(Print Name)

for the SOUTH FLORIDA REGIONAL
PLANNING COUNCIL (Print Name)

Date: _____

Date: _____