

DOC#



Finance Department

INVOICE

Date: January 2, 2020

PAID 12/27/19

MISC0220

| | |
|---|---|
| To: North Miami Community Redevelopment Agency c/o City of North Miami 776 NE 125 TH Street North Miami, FL 33161 | Mailing Address: City of North Miami 776 NE 125 th Street North Miami, Florida 33161 |
|---|---|

| | GENERAL DESCRIPTION | TOTAL |
|------------------|--|---------------------|
| Invoice# | Reimbursement for Payment made on behalf of CRA | |
| | <i>Due to mismatched name of the vendor (The Pierre Organization LLC) CRA check issued on 12/6/19 from CRA bank account returned unpaid. Reissued on 12/27/19 from the city operating account.</i> | |
| 8 | NOMI Yard/Red Garden Consultant Fee | \$21,000.00 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| TOTAL DUE | | \$ 21,000.00 |

Approved by: *[Signature]* 1/2/2020

MAKE CHECK PAYABLE TO: CITY OF NORTH MIAMI
 Finance Department
 776 N.E. 125 Street
 North Miami, FL 33161

(305) 893-6511, Ext. 12410

Vendor #: 0021115

Vendor name: THE PIERRE ORGANIZATION, LLC

CITY OF NORTH MIAMI, FL 33161

ACCOUNTS PAYABLE CHECK

NO. 259387

| INVOICE NUMBER | DATE | P.O. NUMBER | DESCRIPTION | AMOUNT |
|----------------|------------|-------------|-------------------------------------|-----------|
| 8 | 11/24/2019 | | NOMI YARD/RED GARDEN CONSULTANT FEE | 21,000.00 |
| | | | | 21,000.00 |

PAID

PLEASE DETACH BEFORE DEPOSITING



CITY OF NORTH MIAMI
 776 NE 125 ST
 NORTH MIAMI, FL 33161
 WWW.NORTHMIAMIFL.GOV
 (305) 893-6511

PAYABLE THROUGH
 BANK OF AMERICA - NORTH MIAMI BRANCH
 900 NE 125 ST

624
630

| VENDOR NUMBER | DATE | CHECK NUMBER | CHECK AMOUNT |
|---------------|------------|--------------|--------------|
| 0021115 | 12/27/2019 | 259387 | 21,000.00 |

PAY Twenty One Thousand Dollars and No Cents

TO THE ORDER OF THE PIERRE ORGANIZATION, LLC
 7900 NW 3RD ST.
 #16-204
 PEMBROKE PINES, FL 33024

NON-NEGOTIABLE

Finance Director

NON-NEGOTIABLE

Mayor

COPY

COPY

COPY

COPY

COPY

STOP-PAYMENT ORDER

I. STOP-PAYMENT REQUEST

| | | | | |
|--|--|--|---|-----------------------|
| City National Bank 100 S E 2nd Street, 13th Floor Miami, FL 33131 INSTITUTION ("You" or "Your") | Request Received In Person <input checked="" type="checkbox"/> By Phone | Request Received Date <u>12/20/2019</u> | Account Number [REDACTED] | Other |
| | Stop Payment Fee \$ <u>30.00</u> | Time <u>11:24</u> by <u>Elias Moreira</u> | Duplicate Issued Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | Number <u>4712</u> |

| | | | | |
|---|---|---|--|---|
| IMPORTANT! Item Description: Because of the large volume of items we process, we do not visually inspect each item. We use a computer system. Therefore, every one of the item descriptions indicated by a "X" must be EXACT or our computer system will not be able to identify the item, making this stop-payment order ineffective. | Amount of Item <input checked="" type="checkbox"/> Exact to the penny <input type="checkbox"/> Exact to the dollar \$ <u>21,000.00</u> | <input checked="" type="checkbox"/> Number <u>4712</u> | <input checked="" type="checkbox"/> Dated <u>12/06/2019</u> | <input checked="" type="checkbox"/> Reason for Stop Payment <u>WRONG PAYEE</u> |
| | <input checked="" type="checkbox"/> Payable To <u>THE PIRRE ORGANIZATION</u> | | | |

Account Name
 NORTH MIAMI COMMUNITY REDEVELOPMENT AGCY
 776 NE 125TH ST
 NORTH MIAMI FL 33161-5654

You and we will abide by the rules and regulations (as established by the Uniform Commercial Code or other law) governing Stop-Payment Orders. To be effective, we must receive the Stop-Payment Order in time to give us a reasonable opportunity to act on it, and before our stop-payment cutoff time, if any. Oral Stop-Payment Orders (including by phone) are binding for 14 CALENDAR DAYS ONLY, unless you confirm the order in writing on the proper form within the 14-day period. Properly signed Stop-Payment Orders are effective for 6 months after the date received and will automatically expire after that period unless renewed in writing.

[Signature]
 AUTHORIZED SIGNATURE ("You" or "Your") DATE 12/30/19 TIME

II. RELEASE OF STOP-PAYMENT ORDER

RELEASE OF STOP-PAYMENT ORDER

RECORD OF RECEIPT OF RELEASE OF STOP-PAYMENT ORDER

The above Stop-Payment Order is released as of the date shown below

Release of the above Stop-Payment Order received on _____ at _____ M

 Same Authorized Signature as Appears on Stop Payment Date _____

 Signature of Representative of Financial Institution

Miller, S. Margaret

From: Miller, S. Margaret
Sent: Tuesday, December 31, 2019 9:22 AM
To: 'kimberly.camejo@citynational.com'
Subject: CNB CONFIDENTIAL - FW: Stop Payment for CRA check #4712 for \$21,000 for The Pierre Organization
Attachments: Authority for stop payment \$21,000.pdf

From: Miller, S. Margaret
Sent: Monday, December 30, 2019 1:09 PM
To: 'kimberly.camejo@citynational.com' <kimberly.camejo@citynational.com>
Cc: Sorey Jr, Arthur <ASorey@northmiamifl.gov>; Nicolas, Serge <snicolas@northmiamifl.gov>; Soray-Cameau, Rasha <rsoraycameau@northmiamifl.gov>; Augustin, Miguel <maugustin@northmiamifl.gov>; Parrish, Katherine <kparrish@northmiamifl.gov>
Subject: Stop Payment for CRA check #4712 for \$21,000 for The Pierre Organization

Hello Kimberly

Thank you so much for reaching out to us. Attached is the signed stop-payment request form for check #4712 for \$21,000. The issue related to difference in name of the payee's account with his Chase Bank and the name on the check. We have subsequently cancelled the check.

I will send a separate e-mail regarding the other matter we discussed.

STOP-PAYMENT ORDER

I. STOP-PAYMENT REQUEST

City National Bank
100 S.E. 2nd Street, 13th Floor
Miami, FL 33131

Request Received
 In Person By Phone

Request Received
Date 12/20/2019

Account Number

Other

Stop-Payment Fee
\$ 30.00

Time 11:24
By Elias Moreira

Duplicate Issued
 Yes No

Number
4712

Date
12/6/2019

IMPORTANT! Item Description: Because of the large volume of items we process, we do not visually inspect each item. We use a computer system. Therefore, every one of the item descriptions indicated by a "X" must be EXACT or our computer system will not be able to identify the item, making this stop-payment order ineffective.

Amount of Item
 Exact to the penny
 Exact to the dollar
\$ 21,000.00

Number
4712

Dated
12/06/2019

Reason for Stop Payment:
WRONG PAYEE

Payable To
THE PIRRE ORGANIZATION

Account Name

NORTH MIAMI COMMUNITY REDEVELOPMENT AGCY
776 NE 125TH ST
NORTH MIAMI FL 33161-5654

You and we will abide by the rules and regulations (as established by the Uniform Commercial Code or other law) governing Stop-Payment Orders. To be effective, we must receive the Stop-Payment Order in time to give us a reasonable opportunity to act on it, and before our stop-payment cutoff time, if any. Oral Stop-Payment Orders (including by phone) are binding for 14 CALENDAR DAYS ONLY, unless you confirm the order in writing on the proper form within the 14-day period. Properly signed Stop-Payment Orders are effective for 6 months after the date received and will automatically expire after that period unless renewed in writing.

AUTHORIZED SIGNATURE ("You" or "Your")

[Handwritten Signature]

12/30/19

DATE

TIME

II. RELEASE OF STOP-PAYMENT ORDER

~~RELEASE OF STOP-PAYMENT ORDER~~

~~RECORD OF RECEIPT OF RELEASE OF STOP-PAYMENT ORDER~~

~~above Stop-Payment Order is released as of the date _____
at _____ M.~~

~~Release of the above Stop-Payment Order received on _____
at _____ M.~~

~~City
100
Mile~~

~~Same Authorized Signature as _____
Appears on Stop Payment Date _____~~

~~Signature of Representative of Financial Institution~~

*e-mailed 12/30/19 to Kimberly Camejo - CFinational
=> see over*

Invoice History

File Edit Record Navigate Reports Format Tab Help

Main Items Addresses Approval Queues Totals

Doc # 423051 Group amcdonald Origin ap

Invoice # 8 Year 2020 Fiscal class fy

Description NDMI YARD/RED GARDEN CONSULTANT FEE

Invoice date 12/05/2019 Received date 12/05/2019

Transaction date 12/05/2019 Approval date out 12/05/2019

Queue 19cra CRA Approval Queue

PO #

Vendor 0021115 THE PIERRE ORGANIZATION, LLC Contract #

Terms net30 Net 30 Days Original contract #

Due date 01/04/2020 Release retainage Manual retainage

Department 19 CRA

Check type ap Accounts Payable

Check group

Discount

Automatic

Yes Discount tax

No Discount freight

Payment information

EFT Hand-written check

Normal check Wire transfer

Check/wire date 12/06/2019

Check/wire # 4712

Last 4 digits

Card holder

EDEN5Live (server) mmiller 38 of 51

Citinationa - Rep AM branch.

Moreira → 305 982 3350

EXT-627658

DOC # 427104

40

RUSH!

INVOICE

The Pierre Organization LLC
 7900 NW 3rd St #16-204
 Pembroke Pines, FL 33024
 (225) 284-1668

Invoice No : 8
 Date : 11/24/2019
 Customer ID : 3

RECEIVED

DEC - 5 2019

Larry Spring Jr.
 City Manager, City of North Miami
 776 NE 125 Street
 North Miami, FL 33161
 305-895-9888

NORTH MIAMI
 COMMUNITY REDEVELOPMENT AGENCY

PAID 12/6/19

| Salesperson | Job | Payment Terms | Due Date |
|------------------|--------------------------------|------------------|------------|
| Toussaint Pierre | NOMI Box Garden/Red Box Garden | Due upon receipt | 11/25/2019 |

| Quantity | Description | Unit Price | Line Total |
|----------|--|-------------|--------------|
| Lump Sum | NomiBox Garden & Red Box Garden Consulting | \$21,000.00 | \$ 21,000.00 |

VOID

NoMi Yard/Red Garden

RECEIVABLES
 RECEIVED DATE 12/5/19
 VENDOR # 0021115
 DOC# 423051
 \$21,000.00

ACCOUNT: [REDACTED]

SIGNED/PROXY: [Signature]

These goods or services have been received, found to be satisfactory and this invoice is approved for payment

| | |
|-------------------|---------------------|
| Subtotal | \$ 21,000.00 |
| Sales Tax @ 0.00% | \$ - |
| TOTAL | \$ 21,000.00 |

Make all checks payable to The Pierre Organization LLC.

THANK YOU FOR YOUR BUSINESS!

THE PIERRE ORGANIZATION, LLC.

7840 NW 3RD ST. #16-204, PEMBROKE PINES, FL 33024



9/3/2019

Arthur Sorey Jr., Deputy City Manager
Office of the City Manager
City of North Miami
776 NE 125th Street
North Miami, FL 33161

RECEIVED

DEC - 5 2019

NORTH MIAMI
COMMUNITY REDEVELOPMENT AGENCY

Re: NOMI Box Garden Development

Dear Mr. Sorey:

The Pierre Organization, LLC. (hereinafter "TPO" or alternatively "Consultant") is pleased to provide the Office of the City Manager for the City of North Miami with this proposal for professional services to assist with the project known as NOMI Box Garden to be developed on the lot located at 12351NW 7th Avenue, North Miami, FL. TPO proposes to provide services outlined by the following tasks:

Task I. NOMI Box Garden Feasibility Study

- A. Review and analyze the Royal Byckovas conceptual plan, survey, and exhibits. Flesh out development program and identify additional consultants necessary to realize the conceptual plan. **(Lump Sum) \$5,000.00**
- B. Research the development cost of container acquisition and build-out per the plans and specs of the conceptual plan. Use the research to prepare a development budget for the NOMI Box Garden Development Project. **(Lump Sum) \$5,000.00**
- C. Develop three (3) investment models. **(Lump Sum) \$11,000.00**
 - i. Food Truck anchor investment model
 - ii. Traditional retail and restaurant leasing model in container development
 - iii. Food hall model

TOTAL..... (LUMP SUM) \$21,000.00

A Deposit of 33.33% will be necessary to begin service with the remaining balance due upon completion of the services outlined above.

Items Not Included in Contract:

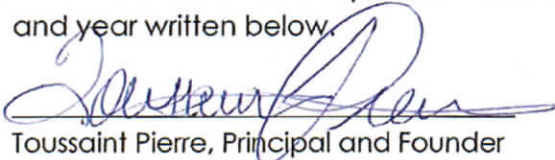
Any items not specifically listed in this contract, can be provided at the request of the client, and will be provided in accordance with TPO's current rate schedule or at an agreed upon lump sum by a Work Order.

Additional Considerations:

1. The intended use of the projections produced pursuant to this proposal is to assist the client with internal decisions relating to the development or lease on a shipping container-based development that includes public entertainment space. The scope of this assignment will require TPO to research development costs, rental rates and operational strategy necessary to create a functional container development which can be leased to third-party vendors. All assumptions shall be explicitly stated and market research shall be outlined for the convenience of the client. You acknowledge that the opinions expressed in any report pursuant to this proposal are subjective and represents an opinion regarding the development potential and risk associated with completion of the suggested project. TPO has made no survey, completed no soil testing or environmental testing of the site and assumes no liability or responsibility in connection with such matters. Furthermore, no opinion will be expressed as to the value of subsurface mineral.
2. You acknowledge that no attorney-client relationship is intended by execution of this proposal. Any opinions expressed regarding any legal agreements which the client is a party to are solely for the purpose of understanding and analyzing the affect such agreements have on business decisions which the client may make in the future.
3. Please be advised that TPO is not an expert in the area of building inspection (including mold), environmental hazards, ADA compliance or wetlands. Therefore, unless TPO has been provided with appropriate third-party expert reports, any report produced will assume that there are currently no existing environmental, wetland or ADA compliance problems. TPO's knowledge or opinions regarding any reports which are provided is limited solely to its review of facts and opinions expressed therein. Information, estimates and opinions contained in the report produced by TPO which have been supplied by third-party sources retained by the client are assumed to be reliable and have not been independently verified. Client authorizes TPO to reasonably rely upon the accuracy and completeness of such third-party reports provided to TPO from the client.
4. In the event that we receive a subpoena or are called to testify in any litigation, arbitration or administrative hearing of any nature whatsoever or as a result of this engagement or the related report, to which we are not a party, you agree to pay TPO its then current hourly rates for such preparation and presentation of testimony.
5. You agree that: (i) any data collected by us in this assignment will remain TPO property; and (ii) with respect to any data provided by you, TPO may utilize such data in future works so long as your identity is kept confidential. You agree that all data already in the public domain may be utilized on an unrestricted basis.
6. Client shall not, in whole or in part, disseminate or distribute any part of the contents of a report produced by TPO in connection with provision of the services outlined above through any advertising media, public relations media, news media or any other means of communication without the prior written consent of the person signing the report unless required by court order or state law regarding open records.

7. Information, estimates and opinions contained in the report and obtained from third-party sources are assumed to be reliable and have not been independently verified.
8. Any income estimates, expense estimates, cost of capital assumptions or cap rate assumptions are used only for the purpose of estimating operating and investment potential and do not constitute predictions of future operating results, changes in capital markets or national or local economic conditions.
9. The analysis contained in the report necessarily incorporates numerous estimates and assumptions regarding property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events or circumstances may occur; therefore, actual results achieved during development and operation of the suggested project may vary from TPO estimates and the variations may be material.
10. Any report produced by TPO is prepared for the exclusive use and benefit of the Client. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without the express written consent of TPO does so at its own risk.
11. The conclusions of the financial opinions included in any report issued by TPO are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews with restaurant and retail operators, then existing leasing trends, container costs, and site-work projections from third parties, and such data are not always completely reliable. TPO is not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of the assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect the actual performance of property owned by the Client. While TPO is of the opinion that findings produced in its work is are based on facts known to it and current market conditions, it does not represent that estimates, revenues or costs will be achieved, as they are subject to considerable risk and uncertainty.
12. It is expressly acknowledged that damages for any action or claim arising out of or relating to this Agreement which is brought against TPO, its officers, owners or agents shall be limited to the total lump sum fee provided above as liquidated damages. TPO, its officers, owners or agents shall not be held liable for any incidental or consequential damages unless the report provided was fraudulent or prepared with gross negligence. Finally, it is acknowledged that the fees charged herein are in reliance upon the foregoing limitations of liability.
13. In the event of any dispute, it is expressly understood such dispute shall be resolved by litigation in any court of competent jurisdiction in Miami-Dade County.
14. This agreement may be executed in separate counterparts which are considered as binding signatures on the original agreement.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement as of the day and year written below.



Toussaint Pierre, Principal and Founder
The Pierre Organization, LLC.

Date:

Authorized By:



Name (Print): Larry M. Spring, Jr.

Title: City Manager

City of North Miami

Date: 12/5/19

Witnesses:



Name (Print): ANDREA McDONALD

Title: EXEC. ASSISTANT

Date: 12/5/19

Vendor #: 0021115

Vendor name: TOUISSANT PIERRE DBA THE, PIERRE ORGANIZATION

NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY, FL 33161

ACCOUNTS PAYABLE CHECK

NO. 4712

| INVOICE NUMBER | DATE | P.O. NUMBER | DESCRIPTION | AMOUNT |
|---|------------|-------------|-------------------------------------|-----------|
| 8 | 12/05/2019 | | NOMI YARD/RED GARDEN CONSULTANT FEE | 21,000.00 |
| <p>RECEIVED</p> <p>DEC - 6 2019</p> <p>NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY</p> <p><i>Check rec'd via Deputy City Mgr. Sorey 12/10/19</i></p> <p>VOID</p> | | | | |
| | | | | 21,000.00 |

PLEASE DETACH BEFORE DEPOSITING

ORIGINAL CHECK HAS A COLORED BACKGROUND PRINTED ON CHEMICAL REACTIVE PAPER - SEE BACK FOR DETAILS



**NORTH MIAMI
COMMUNITY REDEVELOPMENT AGENCY**
12340 NE 8 AVENUE
NORTH MIAMI, FL 33161

PAYABLE THROUGH
CITY NATIONAL BANK OF FLORIDA
NORTH MIAMI, FLORIDA 33161

63-4
660

| VENDOR NUMBER | DATE | CHECK NUMBER | CHECK AMOUNT |
|---------------|------------|--------------|--------------|
| 0021115 | 12/06/2019 | 4712 | 21,000.00 |

PAY Twenty One Thousand Dollars and No Cents

TO THE ORDER OF
TOUISSANT PIERRE DBA THE, PIERRE
7900 NW 3RD ST.
#16-204
PEMBROKE PINES, FL 33024

A. L...

Lay...

Executive Director