

To: The Honorable Mayor and City Council

From: Larry M. Spring, Jr., City Manager

Date: September 13, 2016

RE: PROPOSED RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE  
CITY OF NORTH MIAMI, FLORIDA

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**RECOMMENDATION**

It is recommended that the Mayor and City Council approve the Second Amendment to the Interlocal Cooperation Agreement between the North Miami Community Redevelopment Agency, the City of North Miami and Miami-Dade County, authorizing the Mayor and the City Manager to execute the Second Amendment to the Agreement; further authorizing the City Manager to take any and all actions necessary to implement and fulfill the obligations of the North Miami Community Redevelopment Agency as provided and providing an effective date.

**BACKGROUND**

The Miami-Dade County ("County"), the City of North Miami, Florida ("City") and the North Miami Community Redevelopment Agency ("CRA") entered into an Interlocal Cooperation Agreement on September 1, 2005. First Amendment was adopted to incorporate the development and implementation of community policing initiatives and define affordable housing guidelines. The County, City and CRA desire to amend the Interlocal Agreement in connection with the Amendment to CRA Redevelopment Plan (2016) pursuant to the terms and provisions of the Second Amendment to Interlocal Cooperation Agreement attached hereto as Exhibit "A" and by this reference made a part hereof; and extend its life to July 13, 2044.

**ATTACHMENT(s)**

Resolution  
Exhibit A, Second Amendment to the Interlocal Agreement & Original Agreement

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT BY AND AMONG MIAMI-DADE COUNTY, THE CITY OF NORTH MIAMI, FLORIDA AND THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY; AUTHORIZING THE CITY MANAGER TO EXECUTE THE SECOND AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT; FURTHER AUTHORIZING THE CITY MANAGER TO TAKE ANY AND ALL ACTIONS NECESSARY TO IMPLEMENT AND FULFILL THE OBLIGATIONS OF THE CITY OF NORTH MIAMI AS PROVIDED THEREIN; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

**WHEREAS**, Miami-Dade County (“County”), the City of North Miami, Florida (“City”) and the North Miami Community Redevelopment Agency (“CRA”) entered into that certain Interlocal Cooperation Agreement dated September 1, 2005, as amended (“Interlocal Agreement”) which, among other things, delegated from the County to the City and the Agency certain redevelopment powers pursuant to Chapter 163, Part III, Florida Statutes; and

**WHEREAS**, the County, City and CRA desire to amend the Interlocal Agreement in connection with the Amendment to CRA Redevelopment Plan (2016) pursuant to the terms and provisions of the Second Amendment to Interlocal Cooperation Agreement attached hereto as Exhibit “A” and by this reference made a part hereof; and

**WHEREAS**, the Mayor and City Council desire to approve the Second Amendment to Interlocal Cooperation Agreement.

**NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:**

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

**Section 2.**      **Approval of Second Amendment.** The Second Amendment to Interlocal Cooperation Agreement by and between the County, City and the CRA in the form attached hereto as Exhibit “A” is hereby approved, together with such other non-material changes acceptable to the City Manager and approved as to form and legality by the City Attorney.

**Section 3. Execution of Second Amendment.** The City Manager is authorized to execute the Second Amendment to Interlocal Cooperation Agreement.

**Section 4. Authority of City Manager.** The City Manager is authorized to take any and all actions necessary to facilitate the implementation of the Second Amendment to Interlocal Cooperation Agreement and the fulfilment of any obligations of the CRA as provided therein.

**Section 5. Effective Date.** This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** by a \_\_\_\_\_ vote of the Mayor and City Council of the City of North Miami, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
DR. SMITH JOSEPH  
MAYOR

ATTEST:

\_\_\_\_\_  
MICHAEL A. ETIENNE, ESQ.  
CITY CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
JEFF P. H. CAZEAU, ESQ.  
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

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

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

**Vote:**

Mayor Smith Joseph, D.O., Pharm. D.  
Vice Mayor Alix Desulme  
Councilman Scott Galvin  
Councilwoman Carol Keys, Esq.  
Councilman Philippe Bien-Aime

\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

**SECOND AMENDMENT TO  
THE INTERLOCAL COOPERATION AGREEMENT**

This Second Amendment to the Interlocal Cooperation Agreement (“Second Amendment”) and along with the Agreement and the First Amendment is hereinafter referred to as the “Agreement”), made this \_\_\_\_\_ day of \_\_\_\_\_, 2016 (“Effective Date”), by and among Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as the “County”), the City of North Miami, a municipal corporation under the laws of the State of Florida (hereinafter referred to as the “City”), and the North Miami Community Redevelopment Agency, a public agency and body corporate created pursuant to Section 163.356, Florida Statutes (hereinafter referred to as the “Agency”).

**WHEREAS**, the Miami-Dade County Board of County Commissioners (the “Board”) adopted Resolution No. R-837-04 on July 13, 2004, approving, among other things, the finding of necessity and establishment of the Agency; and

**WHEREAS**, the Board adopted Resolution No. R-610-05 approving the Agency’s Redevelopment Plan (the “Plan”) and delegated certain powers conferred on the Board by Part III, Chapter 163, Florida Statutes (the “Act”), to implement the Plan to the Mayor and City Commission of the City of North Miami (the “City Commission”), all for the project area; and

**WHEREAS**, the Board also enacted Ordinance No. 05-109 on June 7, 2005, which among other things, established a trust fund (“Fund” or “Trust Fund”) to fund improvements in the Redevelopment Area; and

**WHEREAS**, the Board adopted Resolution No. R-1113-08, approving an amendment to the Plan to incorporate the development and implementation of community policing initiatives and define affordable housing guidelines; and

**WHEREAS**, simultaneously with the approval of this Second Amendment, the Board adopted Resolution No. R-\_\_\_\_\_ -16, approving a further amendment to the Plan (the “Second Amended Plan”),

**NOW, THEREFORE**, for and in consideration of the premises and the mutual covenants recorded herein, the County, the City and the Agency agree as follows:

A. The recitations set forth above are true and correct and adopted as part of this Second Amendment.

B. The Agreement is amended to add the following in Paragraph III City/County Coordination:

D. Miami-Dade County or Other Taxing Authority Representation

(1) Pursuant to section 163.356(2), Florida Statutes, one member of the Board or their designee may be appointed to serve on the Agency’s Board of Commissioners and said County Commissioner or designee shall be vested with the same rights, duties and obligations as any other Agency commissioner. Said membership on the Agency’s Board of Commissioners shall be considered an additional duty of office as prescribed by section 163.356(2) of the Florida Statutes. Such appointment by the Board shall be immediate and will become part of the Agency’s board of commissioners without further action from the Agency required.

(2) The Board, in accordance with Section 163.357(1)(c), Florida Statutes, may appoint two members or designees, who reside or are engaged in a business within the Redevelopment Area to serve as commissioners on the Agency’s Board of Commissioners. Such appointment by the Board shall be immediate and will become part of the Agency’s board of commissioners without further action from the Agency required.

C. The Agreement is amended by deleting Paragraph VI.G and H and inserting the following:

G. The City and the County hereby agree to limit the amount of Tax Increment Financing (“TIF”) revenues that can be expended by the Agency and provide for annual refunding by the Agency of a portion of such TIF revenues to the County as follows: In each year in which the County and the City shall make TIF revenue payments to the Fund, the budget for expenditures funded by TIF revenues shall be capped, so that an amount equivalent to the TIF revenues as would be derived from the Redevelopment Area, other than properties to the East of Biscayne Boulevard as more particularly described on Exhibit “2,” shall remain un-appropriated and un-expended, except to the extent necessary to pay debt service and related payments on bonds. Annually, an equivalent amount of TIF revenues generated by the Redevelopment Area, other than the property described on Exhibit “2”, and not necessary to pay debt service and related payments on bonds is to be refunded by the Agency to the County by the last day of each fiscal year on a pro-rata basis. Notwithstanding the foregoing, should the amount of TIF revenue contributed by the County remaining in the Trust Fund after the refund back to the County be in excess of One Million Dollars, the Agency shall also refund to the County any excess above the One Million Dollars.

H. The City and the County hereby agree to limit the amount of Tax Increment Financing (“TIF”) revenues that can be expended by the Agency and provide for annual refunding by the Agency of a portion of such TIF revenues to the City as follows: In each year in which the County and the City shall make TIF revenue payments to the Fund, the budget for expenditures funded by TIF revenues shall be capped, so that fifty percent (50%) of the TIF revenues derived from the Redevelopment Area as set forth in Exhibit 1 and Exhibit 2 produced by the rate upon which the tax is levied by the City, exclusive of any debt service millage, shall be returned to the City by the Agency.

D. The Agreement is amended to add the following in Paragraph VI Project Financing:

I. Community Benefits Agreements

All entities or contractors contracting with or receiving grants from the Agency for new commercial and residential developments to be constructed within the Redevelopment Area in an amount of \$200,000.00 or more, or such other amount as may be established by this Board, shall enter into a community benefits agreement with the Agency which will benefit primarily the residents of the Redevelopment Area. To the extent allowed by law, a community benefits agreement shall include provisions for hiring the labor workforce for the project financed by the grant or agreement from

residents of the Redevelopment Area that are unemployed or underemployed. Depending on the worker or employee to be hired, the community redevelopment agency will be required to ensure that such entity or contractor complies with wage requirements, as applicable, established by Miami-Dade County's Living Wage or Responsible Wage Ordinances, pursuant to Section 2-8.9 and 2-11.16, respectively, of the Code of Miami-Dade County, Florida (the "Code") or pay higher wages and benefits, as are feasible.

J. Contract Requirements

All entities or contractors contracting with or receiving a grant from the community redevelopment agency in an amount of \$500,000.00 or more, or such other amount as may be established by this Board, shall comply with the following Miami-Dade County ordinances contained in the Code, as may be amended, as if expressly applicable to such entities:

- i. Small Business Enterprises (Section 2-8.1.1.1.1 of the Code);
- ii. Community Business Enterprises (Section 2-10.4.01 of the Code);
- iii. Community Small Business Enterprises (Section 10-33.02 of the Code); and/or
- iv. Conflict of Interest and Code of Ethics Ordinance (Section 2-11.1 of the Code); and/or
- v. Living Wage Ordinance

K. Recovery of Grant Funds

The Agency shall include in their contracts or grant agreements a "clawback" provision that will require the Agency to "clawback" or rescind and recover funding from any entity or contractor to which it provides funding which does not substantially comply with the provisions of its agreement with the Agency by demanding repayment of such funds in writing, including recovery of penalties or liquidated damages, to the extent allowed by law, as well as attorney's fees and interest, and pursuing collection or legal action, to the fullest extent allowable by law, if feasible.

L. Required Reasonable Opportunity to Be Heard and Project Related Findings

If the Agency proposes to fund a proposed new or rehabilitated commercial or residential project and such project amount is above the delegated person's authority for approval thus requiring approval of the Agency, a public hearing must be held and a

reasonable opportunity to be heard shall be afforded to the public and a finding must be made that:

- (1) The proposed project or program will primarily and substantially benefit residents and business owners within the Redevelopment Area.
- (2) The non-public entity or contractor requesting funding will use the Agency's funds to fill in any financial gaps when all other funding has been identified for the project and that, but for the Agency's funding, the project cannot be undertaken.

M. Safeguards for Residents from Displacement

In the event the Agency funds a redevelopment project authorized by the Agency's Plan that may displace persons (including individuals, families, business concerns, nonprofit organizations and others) located in the Redevelopment Area, the Agency shall prepare plans for and assist in the relocation of such persons, including making any relocation payments under the Act and applicable laws and regulations. Further, the Agency shall make or provide for at least a "one-for-one" replacement of each affordable housing unit demolished pursuant to a redevelopment project to ensure that such demolished unit is replaced by a new comparable, affordable housing unit. However, the before-mentioned requirement shall not apply to substandard affordable housing that has been declared unsafe by a governmental entity and subsequently demolished. The Agency shall ensure that individuals and families who are displaced from affordable housing units have a right of first refusal to return to comparably priced affordable housing units located within the Redevelopment Area.

N. Affordable and Mixed Income Housing

Subject to compliance with Paragraph (M) above, the housing component of the Plan shall serve an income mix of extremely low, very low, low, moderate, and workforce housing up to 140 percent of area median income, as may be defined by the U.S. Department of Housing and Urban Development. Developer incentives may be established by the Board that may assist in accomplishing these housing goals. If, however, the Board adopts guidelines for mixed income housing, such projects shall comply with the adopted guidelines. Further, the Agency shall ensure that prior to funding any non-housing project authorized by the Plan, priority shall be given to rehabilitation, conservation or redevelopment of housing for extremely low, very low, low or moderate income persons that is authorized by the Plan, subject to compliance with the applicable

comprehensive development plan for the Redevelopment Area. Notwithstanding anything herein to the contrary, a minimum of ten percent (10%) of the Agency's annual budget will be allocated for housing projects (including new construction and rehabilitation) to include mixed income housing with a mix of affordable, workforce and market rate housing, as determined by the Agency.

O. Reporting on Affordable Housing

The Agency shall include a statement in its annual budget that describes its expenditures for the provision of affordable housing in the previous year and that are anticipated in upcoming fiscal years.

E. The Agreement is amended to add the following in Paragraph

VIII Project Management, Administration and Coordination:

E. The Agency shall adopt procurement requirements that are established by the State of Florida, Miami-Dade County or North Miami, as modified to reflect that such requirements are applicable to the community redevelopment agency.

F. The North Miami Community Redevelopment Agency shall not budget in any fiscal year more than 10 percent of the value of the City and County TIF payment for that year on capital maintenance activities or community policing.

F. The Agreement is amended to add the following Paragraph IX:

IX. Extension of Taxing Authorities' Payments; Milestones.

A. Except as specifically set forth herein, the obligation of each taxing authority to deposit into the Trust Fund pursuant to the Act solely for the uses authorized in the Plan and this Agreement including the delegation of powers to implement the Plan is extended until July 13, 2044.

B. Notwithstanding the foregoing, the Board may terminate this Agreement for the Agency's failure to meet certain milestones as follows. By September 30, 2023, either:

(1) the Agency shall have implemented two of the following three projects:

(a) Redevelopment of the 7<sup>th</sup> Avenue corridor which may include the "Chinatown" to include

infrastructure improvements of no less than \$3 million and creation of incentives to attract innovative businesses dedicated to science and technology;

- (b) Redevelopment of the City's downtown core pursuant to the projects in the Plan including one public parking garage with sixty (60) public spaces and ground floor retail, and related infrastructure improvements; and/or
- (c) Rehabilitation of very low and low income housing units pursuant to the Plan based on a minimum commitment of seventy (70) total units.

OR

- (2) The assessed value of the taxable real property contained within the geographic boundaries of the areas set forth on Exhibit 1 and Exhibit 2 shall have increased by at least thirty-five percent (35%) using the 2016 assessment roll as the base year.

The Agency will report to the County on an annual basis the progress of the projects and increases in taxable real property.

Provided that the Agency reasonably demonstrates to the County that either (1) or (2) has occurred by September 30, 2023, then this Agreement including the delegation of powers to implement the Plan is extended until July 13, 2044, subject to the terms and conditions hereof. In the event that the Agency fails to reasonably demonstrate to the County that either (1) or (2) has occurred by September 30, 2023, then the County shall provide the Agency with written notice to such effect and the Agency shall have one hundred eighty (180) days to cure such failure; provided however, that if the failure cannot be cured within one hundred eighty (180) days, this Agreement shall remain in effect provided that the Agency has commenced cure within the one hundred and eighty (180) day period and is diligently and in good faith proceeding with such cure. In the event that, following the notice and applicable cure periods, the Agency continues to fail to reasonably demonstrate to the County that either (1) or (2) has occurred, then the County may require the Agency to enter into a modification of this Agreement to limit the purpose of this Agreement to solely provide that the taxing authorities shall, on an annual basis, continue to deposit TIF into the Trust Fund as necessary to satisfy any continuing financial obligations of the Agency including, but not limited to, debt service, developer incentives that have been approved by the County and City.

G. The Agreement is amended to add the following Paragraph XIII:

XIII. Inspector General Review and Ethics Training

A. The County shall have the right to retain, at its sole cost, the services of an independent private sector inspector general whenever the County deems it appropriate to do so, in accordance with Miami-Dade County Administrative Order No. 3-20. Upon written notice from the County, the Agency shall make available to the independent private sector inspector general retained by the County all requested records and documentation for inspection and reproduction. Additionally, the Agency shall submit to the County's Inspector General's review in accordance with Section 2-1076 of the Code. The County's Inspector General shall be empowered to review the Agency's past, present and proposed contracts, transactions, accounts, records, agreements and programs and audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to, project design, specifications, proposal submittals, activities of the Agency, its officers, agents and employees, lobbyists, staff and elected officials to ensure compliance with contract specifications and to detect any fraud and/or corruption.

B. The Agency shall agree to comply with Miami-Dade County's Conflict of Interest and Code of Ethics Ordinance (Section 2-11.1 of the Code). Additionally, upon their appointment or reappointment, all boards of commissioners, all community redevelopment agencies' advisory boards, and the persons who staff each community redevelopment agency or board shall be required to complete an ethics training to be conducted by the Miami-Dade Commission on Ethics and Public Trust.

H. All provisions of the Agreement, other than the provisions specifically amended by this Second Amendment, remain in full force and effect and are hereby ratified by the parties. In the event of any conflict between the Second Amendment and the original Agreement and First Amendment, the Second Amendment shall control. Any defined terms not defined herein shall have the meanings set forth in the original Agreement and First Amendment as applicable.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date first written above.

CITY OF NORTH MIAMI

MIAMI-DADE COUNTY

By: \_\_\_\_\_  
Larry M. Spring, Jr.  
City Manager

By: \_\_\_\_\_  
Carlos A. Gimenez  
Mayor

ATTEST

ATTEST

By: \_\_\_\_\_  
Michael A. Etienne, Esq.,  
City Clerk

By: \_\_\_\_\_  
Deputy Clerk

Approved for form and legal sufficiency

Approved for form and legal sufficiency

By: \_\_\_\_\_  
Jeff P. H. Cazeau, Esq.  
City Attorney

By: \_\_\_\_\_  
Shannon D. Summerset  
Assistant County Attorney

NORTH MIAMI REDEVELOPMENT  
AGENCY

By: \_\_\_\_\_  
Dr. Smith Joseph  
Chairman

By: \_\_\_\_\_  
Larry M. Spring, Jr.  
Executive Director

ATTEST:

By: \_\_\_\_\_  
Michael A. Etienne, Esq.  
City Clerk

Approved for form and legal sufficiency

By: \_\_\_\_\_  
Gray Robinson, P.A.  
CRA Attorney

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**INTERLOCAL COOPERATION AGREEMENT**

THIS INTERLOCAL COOPERATION AGREEMENT (the "Agreement"), made this 15<sup>th</sup> day of, Sept 2005 by and between Miami-Dade County, Florida, a political subdivision of the State of Florida (the "County"), the City of North Miami, Florida, a municipal corporation under the laws of the State of Florida (the "City") and the North Miami Community Redevelopment Agency, or its successor, a public body corporate and politic (the "Agency").

WHEREAS, the Mayor and Council of the City (collectively, the "City Council") adopted Resolution No. 2004-57 on September 14, 2004, providing a Finding of Necessity declaring that a blighted area, as defined in Section 163.340, Florida Statutes, exists within the City's boundaries; and

WHEREAS, the City Council further declared in Resolution No. 2004-57 that the rehabilitation, conservation, redevelopment, or a combination thereof, of such area is necessary in the interest of the public health, safety, morals, or welfare of the residents of the City of North Miami; and

WHEREAS, the Board of County Commissioners of Miami-Dade County, Florida (the "Board") adopted Resolution R-937-04 on July 13, 2004, which, among other things, declared that a slum or blighted area existed in a geographic area, described generally as bounded on the West by the City boundary, on the East by Biscayne Boulevard, on the North by the City boundary, and to the South by the City boundary, a separate area from East of Biscayne Boulevard to the F.I.U. campus and an additional separate area generally between N.E. 123<sup>rd</sup> on the North, 18<sup>th</sup> Avenue on the West and the alley paralleling Sans Souci Boulevard on the South, the geographic area being more particularly described in Exhibit "1" (the "Redevelopment Area"), determined that it was necessary to redevelop such Redevelopment Area in accordance with the provisions of Part III of Chapter 163, Florida Statutes (the "Act"), and delegated to the City Council the authority to exercise the redevelopment powers conferred upon the Board within the Redevelopment Area in accordance with the Act to enable the City Council to declare the need-for, create and delegate powers to a community redevelopment agency and to initiate, prepare and adopt a plan of redevelopment for final approval by the Board; and

WHEREAS, the City Council, pursuant to Resolution No. 2004-38 adopted on June 21, 2004, accepted a delegation of powers from the Board, found a need for and created the Agency, declared the members of the City Council to be the members of the Agency, granted the Agency the power to exercise all powers permitted by the Act which were delegated by the Board to the Agency and directed the initiation, preparation and adoption of a community redevelopment plan by the Agency; and

WHEREAS, the Agency adopted on March 18, 2005, Resolution R-3-2005-1, adopting the North Miami Community Redevelopment Agency Community Redevelopment Plan (the "Plan"), as recommended by the North Miami Planning Commission; and

WHEREAS, the City Council adopted on March 18, 2005, Resolution No.2005-18 giving final approval to the Agency's Plan; and

WHEREAS, pursuant to Resolution No.R-610-05 adopted on June 7, 2005, the Board has approved the Plan to enable the City and the Agency to undertake redevelopment of the Redevelopment Area; and

WHEREAS, pursuant to Ordinance 05-109 adopted on June 7, 2005, the Board has approved the creation of a community redevelopment trust fund known as the North Miami Community Redevelopment and Revitalization Trust Fund (the "Fund") which provides for the calculation and appropriation of tax increment funds; and

WHEREAS, the boundaries identified for the Redevelopment Area are within the corporate limits of the City; and

WHEREAS, the City played the major role in the preparation of the Plan; and

WHEREAS, the County, the City and the Agency desire to delineate their areas of responsibility with respect to the redevelopment of the Redevelopment Area.

WITNESSETH, that for and in consideration of the mutual covenants and agreements contained herein, the County, the City and the Agency agree as follows:

I. Delegation of Powers

A. With the exception of the community redevelopment powers that continue to vest in the Board pursuant to Section 163.358, Florida Statutes the Board hereby delegates to the City Council, acting either directly or through the Agency, the sole right and responsibility to exercise only the following specifically delineated redevelopment powers:

(1) The power to make and execute contracts and other instruments necessary or convenient to the exercise of its powers pursuant to the Act.

(2) The power to disseminate slum clearance and community redevelopment information.

(3) The power to undertake and carry out community redevelopment and related activities within the Redevelopment Area, which redevelopment may include:

- (a) Acquisition of a slum area or a blighted area or portion thereof;
- (b) Demolition and removal of buildings and improvements;
- (c) Installation, construction, or reconstruction of streets, utilities, parks, playgrounds, and other improvements necessary for carrying out in the Redevelopment Area the community redevelopment objectives of the Act in accordance with the Plan;

- (d) The power to dispose of any property acquired in the Redevelopment Area at its fair value for uses in accordance with the Plan;
- (e) The power to carry out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements in accordance with the Plan;
- (f) The power to acquire real property in the Redevelopment Area which, under the Plan, is to be repaired or rehabilitated for the dwelling use or related facilities, repair or rehabilitation of the structures for guidance purposes, and resale of the property;
- (g) The power to acquire any other real property in the Redevelopment Area when necessary to eliminate unhealthful, unsanitary, or unsafe conditions; lessen density; eliminate obsolete or other-uses detrimental to the public welfare; or otherwise to remove or prevent the spread of blight or deterioration or to provide land for needed public facilities;
- (h) The power to acquire without regard to any requirement that the area be a slum or blighted area, air rights in an area consisting principally of land in highways, railway or subway tracks, bridge or tunnel entrances, or other similar facilities which have a blighting influence on the surrounding area and over which air rights sites are to be developed for the elimination of such blighting influences and for the provision of housing (and related facilities and uses) designed specifically for, and limited to, families and individuals of low or moderate income;
- (i) The power to construct foundations and platforms necessary for the provision of air rights sites of housing (and related facilities and uses) designed specifically for and limited to, families and individuals of low or moderate income.

(4) The power to provide, or to arrange or contract for, the furnishing or repair by any person or agency, public or private, of services, privileges, works, streets, roads, public utilities, parks, or other facilities for or in connection with a community redevelopment; to install, construct, and reconstruct streets, utilities, parks, playgrounds, and other public improvements; and to agree to any conditions that it deems reasonable and appropriate which are attached to federal financial assistance and imposed pursuant to federal law relating to the determination of prevailing salaries or wages or compliance with labor standards, in the undertaking or carrying out of a community redevelopment and related activities, and to include in any contract let in connection with such redevelopment and related activities provisions to fulfill such of the conditions as it deems reasonable and appropriate.

- (5) Within the Redevelopment Area:
- (a) The power to enter into any building or property in the Redevelopment Area in order to make inspections, surveys, appraisals, soundings, or test borings and to obtain an order for this purpose from a court of competent jurisdiction in the event entry is denied or resisted;
  - (b) The power to acquire by purchase, lease, option, gift, grant, bequest, devise, or otherwise any real property (or personal property for its administrative purposes), together with any improvements thereon, except that the County shall continue to retain all powers with respect to the use of eminent domain;
  - (c) The power to hold, improve, clear, or prepare for redevelopment any such property;
  - (d) The power to mortgage, pledge, hypothecate, or otherwise encumber or dispose of any real property;
  - (e) The power to insure or provide for the insurance of any real or personal property or operations of the City or the Agency against any risks or hazards, including the power to pay premiums on any such insurance;
  - (f) The power to enter into any contracts necessary to effectuate the purposes of the Act;
  - (g) The power to solicit requests for qualifications or proposals for redevelopment of parcels of real property contemplated by the Plan to be acquired for redevelopment purposes by the Agency and, as a result of such requests for proposals, to advertise for the disposition of such real property to private persons pursuant to Section 163.380, Florida Statutes, prior to acquisition of such real property by the Agency; and

(6) The power to invest any community redevelopment funds held in reserves or sinking funds or any such funds not required for immediate disbursement in property or securities in which savings banks may legally invest funds subject to their control and to redeem such bonds as have been issued pursuant to Section 163.385, Florida Statutes, at the redemption price established therein or to purchase such bonds at less than the redemption price, all such bonds so redeemed or purchased to be cancelled.

(7) The power to borrow money and to apply for and accept advances, loans, grants, contributions, and any other form of financial assistance from the Federal Government or the State, County, or other public body or from any sources, public or private, for the purposes of the Act, and to give such security as may be required and to enter into and carry out contracts or agreements in connection therewith; and to include in any contract for

financial assistance with the Federal Government for or with respect to community redevelopment and related activities such conditions imposed pursuant to federal laws as the County and/or the City deems reasonable and appropriate which are not inconsistent with the purposes of the Act.

(8) Within its area of operation, the power to make or have made all surveys and plans necessary to the carrying out of the purposes of the Act; to contract with any person, public or private, in making and carrying out such plans; and to adopt or approve, modify, and amend such plans, which plans may include, but are not limited to:

- (a) Plans for carrying out a program of voluntary or compulsory repair and rehabilitation of buildings and improvements;
- (b) Plans for the enforcement of state and local laws, codes, and regulations relating to the use of land and the use and occupancy of buildings and improvements and to the compulsory repair, rehabilitation, demolition, or removal of buildings and improvements;
- (c) Appraisals, title searches, surveys, studies, and other plans and work necessary to prepare for the undertaking of community redevelopment and related activities.

(9) The power to develop, test, and report methods and techniques, and carry out demonstrations and other activities, for the prevention and the elimination of slums and urban blight and developing and demonstrating new or improved means of providing housing for families and persons of low income.

(10) The power to apply for, accept, and utilize grants of funds from the Federal Government for such purposes.

(11) The power to prepare plans for and assist in the relocation of persons (including individuals, families, business concerns, nonprofit organizations, and others) displaced from the Redevelopment Area and to make relocation payments to or with respect to such persons for moving expenses and losses of property for which reimbursement or compensation is not otherwise made, including the making of such payments financed by the Federal Government.

(12) The power to appropriate such funds and make such expenditures as are necessary to carry out the purposes of the Act subject to the County's review and approval of the Agency's annual budget or any requested budget amendments, to zone or rezone any part of the City or make exceptions from building regulations pursuant to applicable law; and to enter into agreements with a housing authority, which agreements may extend over any period, notwithstanding any provision or rule of law to the contrary, respecting action to be taken by the City pursuant to any of the powers granted by the Act.

(13) The power to close, vacate, plan, or replan streets, roads, sidewalks, ways, or other places and to plan or replan any part of the City.

(14) Within its area of operation, the power to organize, coordinate, and direct the administration of the provisions of the Act as they may apply to the City, in order that the objective of remedying slum and blighted areas and preventing the causes thereof within the City may be most effectively promoted and achieved and to establish such new office or offices of the City or to reorganize existing, offices in order to carry out such purpose most effectively.

(15) The power to exercise all or any part or combination of powers herein granted or to elect to have such powers exercised by the Agency.

B. All powers not specifically listed in Section I(A) are reserved to the Board, including, but not limited to the power to approve the issuance by the City or the Agency of bonds pledging TIF (as defined below) revenues, the power to use eminent domain to acquire properties, the power to implement community policing programs, and the power to approve changes in the composition of the Agency to one that is not comprised of the City Council.

## II. Implementation of the Plan

A. The redevelopment powers listed in Section I- herein may be exercised only with respect to the Redevelopment Area and only with respect to the Plan as adopted by the Agency, adopted by the City Council and approved by the Board, together with any supplements or amendments to the Plan, provided that any amendments and supplements to the Plan must also be approved by the Board. The City and the Agency hereby expressly agree that the Plan as approved by the Board pursuant to Resolution R-610-05 is for a period of thirty (30) years, subject to the provisions of Section VI (H) below.

B. No more than twenty percent (20%) of the funds contemplated to be expended under the Plan shall be used for total administrative expenses allowable under Section 163.387(6)(a), Florida Statutes. No more than six percent (6%) of the funds contemplated to be spent under the Plan shall be allocated to indirect and overhead expenses as those terms are generally understood. The County shall charge, and the Agency shall pay, to the County an annual administrative fee for community redevelopment agencies ("County Administrative Fee"), as was established and adopted by the County in 2003. The County Administrative Fee, initially set at 1.5% of all County TIF revenue payments made to any community redevelopment agency, shall be determined annually by the County at its sole discretion and shall be subordinate to any debt service and related payment obligations by the Agency. The County administrative fee shall not be included in the (20%) limit on administrative expenses defined in this section.

C. The City shall, either directly or through the Agency, ensure that the staff of the Agency be racially and ethnically diverse, all in accordance with applicable law.

## III. City/County Coordination

A. The County Manager shall designate a Redevelopment Area Coordinator (the "Redevelopment Area Coordinator"). The Redevelopment Area Coordinator shall serve as the County's liaison to the City and the Agency for the

Redevelopment Area. The Redevelopment Area Coordinator shall carry out the day-to-day County responsibilities for the Redevelopment Area and shall be the designated person to receive all data and reports pertaining to the Plan.

B. The City, either directly or through the Agency, shall be responsible for implementing and conforming to the Plan. The City's responsibilities with respect to implementation of the Plan (acting either directly or through the Agency), shall include developing and implementing proposals for indebtedness and bond financing (subject to County approval, which approval the County may grant or deny in its sole and absolute discretion and the limitations contained herein), acquisition, disposition and relocation activities, eminent domain activities (subject to County approval which approval the County may grant or deny in its sole and absolute discretion and the limitations contained herein), coordination and implementation of the design and construction of public improvements necessary to support the redevelopment of the Redevelopment Area, and such other projects and activities as are contemplated by the Plan. The City, either directly or through the Agency, shall deliver copies of all accepted proposals for the Redevelopment Area to the Redevelopment Area Coordinator. All Redevelopment Area projects and proposals must be identified and budgeted for in the annual plan and budget, which remains subject to County approval. Justification as to how each new project and proposals conform with the Goals and elements contained in the Plan shall be provided to County staff upon request.

C. The Redevelopment Area Coordinator shall submit all proposals related to amendments to the Plan and proposals for indebtedness and bond financing to the County Manager's Tax Increment Financing and Coordinating Committee (the "TIFC Committee"), which Committee shall review and make recommendations to the County Manager on modifications and amendments to the Plan and all proposals for indebtedness and bond financing for the Redevelopment Area. The Redevelopment Area Coordinator shall review all proposals prior to review by the TIFC Committee and the Board.

D. An annual budget and a separate status report of activities for the preceding year shall be submitted to the County not later than forty (45) days prior to the beginning of each County fiscal year in a format approved by the County. The format shall contain provisions for descriptions and justifications for both annual and multi-year project costs and require explanations and justifications for all inter-agency or intergovernmental charge or allocations. In the event that changes in the millage rates require modification of the submitted budget, such budget shall be submitted on or before the 15<sup>th</sup> day of the fiscal year. The annual budget for the Agency and the Redevelopment Area shall be adopted by the Agency and City prior to review and approval by the Board. With the exception of the debt service and related payments on existing bond obligations financed by tax increment revenues, no funds on deposit in the Fund may be expended by the City or the Agency, as the case may be, until the annual budget has been approved by the Board. The TIFC Committee shall initially review the budget and submit recommendations to the County Manager for review and to the Board for final approval. At the request of the County, the City or the Agency shall submit additional progress reports on the Plan and Redevelopment Area activities.

E. Once the Board approves and adopts any amendments and modifications to the Plan, such amendments and modifications shall become a part of the Plan and the powers delegated to the City Commission pursuant to this Agreement, shall be exercisable either directly or through the Agency, with respect to such amendments and modifications.

#### IV. Land Disposition

A. Any disposition of land for the Redevelopment Area shall be accomplished in accordance with applicable provisions of federal, state and local law, established City guidelines, the Plan and this Agreement pursuant to the Act.

#### V. Other Redevelopment Area Activity

A. The City, either directly or through the Agency, shall be responsible for the administration and funding of all relocation activities. Six months prior to the commencement of redevelopment activities which may result in the displacement of persons, the City, either directly or through the Agency, shall establish residential relocation procedures for the relocation of such persons (the "Local Relocation Procedures") and shall submit such Local Relocation Procedures to the Board for review and approval. In addition to any applicable federal, State or local law, the Local Relocation Procedures shall apply in all relocation cases within the Redevelopment Area, provided, however, if federal funds are received by the City, either directly or through the Agency, for a project which requires residential relocation, the City, either directly through the Agency, shall follow the relocation procedures set forth in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 United States Code, Chapter 61, Section 4601, et seq. and Section 104 (d) of the Housing and Community Development Act of 1974, and as such may be amended. The City, and or Agency, may contract with County agencies to assist in residential relocation.

B. The City, either directly or through the Agency, shall cause an annual report of activities for the preceding fiscal year, which report shall include a complete financial statement setting forth its assets, liabilities, income and operating expenses as of the end of such fiscal year to be filed with the County on, or before March 31 of each year. Also, the City, either directly, or through the agency, shall cause an independent audit by a Certified Public Accounting firm to be performed on an annual basis, a copy of which is to be forwarded to the Board by the first of March of the following year. The preceding requirements must conform, or be compliant with, Sections 163.356 (3)(c), and 163.387 (8), Florida Statutes, and any reporting request subsequently made by the Controller General of the State of Florida.

C. All redevelopment activities conducted with respect to the Redevelopment Area shall be in conformance with the Plan as the same may be amended. Any amendments to the Plan as required by Section 163.361, Florida Statutes, must have prior approval of the Board before the City, either directly or through the Agency, may implement the change contemplated by the amendments. Once approved, however, the City, either directly or through the Agency, may implement the amendments thereto.

D. The City or the Agency, as the case may be shall include language in any loan agreement, grant agreement or other agreements or contracts entered into between the City or the Agency and business involved in the redevelopment effort of the Redevelopment Area which states that, as a condition to the business' receipt of monies or incentives from the City or the Agency, any new jobs created as a result of the redevelopment shall be awarded so that such group of employees are a racially and ethnically-diverse group, all in accordance with applicable law.

## VI. Project Financing

A. The City, either directly, or through the Agency, shall establish and maintain the Fund, as required by applicable law. Both the City and the County shall deposit annually into the Fund an amount equal to ninety-five percent (95%) of the increment from ad valorem taxes collected within the Redevelopment Area determined pursuant to Section 163.387 (1), Florida Statutes, Ordinance No. 05-109 enacted by the Board on June 7, 2005, Ordinance No. 1183 enacted by the City Council on June 28, 2005, and other provisions of applicable law. For purposes hereof, ad valorem taxes shall also include all payments made in lieu of taxes.

B. The City, either directly or through the Agency, shall develop and promulgate rules, regulations and criteria whereby the Fund may be promptly and effectively administered, including the establishment and the maintenance of books and records and adoption of procedures whereby the City may, either directly or through the Agency, expeditiously and without undue delay, utilize such funds in accordance with the Board approved budget for the Redevelopment Area.

C. The City, either directly or through the Agency, shall select financial and legal consultants as necessary to assist in the preparation of the tax increment financing plans. The City and the Agency shall encourage the participation of and utilize small and minority businesses, specifically with respect to bond counsel, underwriters' counsel and underwriting services, in the development of the Redevelopment Area.

D. The City, or the Agency, after County approval, may sell bonds and execute notes and other forms of indebtedness, as well as collateral documents, to finance capital improvements deemed necessary for the Redevelopment Area; **however, County approval as to amount, duration and purpose of such bonds, notes or other indebtedness, including advances pledging or obligating tax increment revenues, must be obtained prior to issuance of any such bond, note or other form of indebtedness including advances pledging or obligating tax increment revenues.** The County's and the City's obligation to annually appropriate to the Fund shall continue until all loans, advances and indebtedness, if any, and interest thereon, of the Agency incurred as a result of redevelopment in the Redevelopment Area, have been paid, or for as long as required by applicable law, whichever is later. In no year shall the County's obligation to the Fund exceed the amount of that year's tax increment as determined pursuant to Ordinance No. 05-109. Subject to the provisions of Section VI (g) below, on the last day of the fiscal year of the Agency, any money which remains in the Fund after payment of expenses pursuant to

Section 163.387(6), Florida Statutes, for such year shall be: (1) returned to each taxing authority which paid the increment in the proportion that the amount of the payment of such taxing authority bears to the total amount paid into the Fund by all taxing authorities within the Redevelopment Area for that year; (2) used to reduce the amount of any indebtedness to which increment revenues are pledged; (3) deposited into an escrow account for the purpose of later reducing any indebtedness to which increment revenues are pledged; or (4) appropriated to a specific redevelopment project pursuant to the approved Plan which project will be completed within three (3) years from the date of such appropriation.

E. The City voluntarily exempts The Children's Trust and the County Fire and Rescue District from any contribution to the Community Redevelopment Trust Fund.

F. County approval of the Agency's annual budget is required prior to any expenditure by the Agency of any funds contributed by either the City or the County to the Fund, excepting from such required approvals the payment of debt service and related payments to which the Agency, after County approval as described in Section VI(D) above, has pledged its TIF revenues. Absent County approval of the annual budget all required Agency costs, excluding debt service and related payments, shall be funded through advances by the City or other eligible sources and not from TIF revenues deposited in the Fund.

G. The City and the County hereby agree to limit the amount of Tax Increment Financing ("TIF") revenues that can be expended by the Agency and provide for annual refunding by the Agency of a portion of such TIF revenues to the City and County as follows: In each year in which the County and the City shall make TIF revenue payments to the Fund, the budget for expenditures funded by TIF revenues shall be capped, so that an amount equivalent to the TIF revenues as would be derived from the Redevelopment Area, other than properties to the East of Biscayne Boulevard as more particularly described on Exhibit "2," shall remain un-appropriated and un-expended, except to the extent necessary to pay debt service and related payments on bonds. Annually, an equivalent amount of TIF revenues generated by the Redevelopment Area, other than the property described on Exhibit "2", and not necessary to pay debt service and related payments on bonds is to be refunded by the Agency to both the City and the County by the last day of each fiscal year on a pro-rata basis. The City shall contribute an amount equal to its refund back into the Fund in support of redevelopment activities including debt service and related payments on bonds. The County shall deposit its refund as revenue to increase its County-wide general fund. Notwithstanding the foregoing, if TIF revenues intended to be refunded to the City and County as described above are applied to pay debt service and related payments on bonds, the City shall pay to the County, but solely from its portion of the TIF revenues refunded, the lesser of (i) the full amount not refunded to the County, or (ii) the amount refunded to the City.

H. The City and the Agency hereby expressly agree that if bonds requiring the pledge of TIF revenues, as described in Section VI(D) above, have not been issued on or before September 30, 2010, then the delegation of powers to implement the Plan as approved by the Board will terminate on September 30, 2010, unless extended by the Board.

## VII. Citizen Participation

To carry out an effective and inclusive citizen participation process, the City, either directly or through the Agency, shall utilize community groups and seek community involvement and consider citizen input in the development of Redevelopment Area activities.

## VIII. Project Management, Administration and Coordination

A. The City and/or the Agency shall cooperate with the County on any reasonable request of the County with respect to implementing any plan of action related to the Plan. The City and/or the Agency shall develop implementation schedules and timetables for all significant Redevelopment Area activities as determined by the City and/or the Agency, copies of which shall be delivered to the Redevelopment Area Coordinator beginning one year from the implementation of this Agreement. The City and/or the Agency shall also deliver additional interim reports to the County upon request.

B. The Redevelopment Area Coordinator shall receive from the City and/or the Agency advance notice of all public meetings related to development of projects pursuant to this Agreement and on a regular basis, information regarding the progress of all such development through the design and construction of such projects.

C. During construction, the County shall have the right to attend all such public meetings and inspect the projects being developed at all reasonable times subject to reasonable restrictions imposed by the contractor.

D. The City and/or the Agency shall consult regularly with the Redevelopment Area Coordinator in order to keep the County reasonably informed throughout the duration of the planning, design and construction of such redevelopment projects. The City, either directly or through the Agency, shall be required to have an outside independent audit on the annual basis to monitor and investigate compliance with the terms of this Agreement. The right of the auditor to investigate, monitor, inspect, copy, review, verify and check operations and records of the City and the Agency shall include, but not be limited to, all of its employees, consultants, agents or authorized contractors and subcontractors, as well as, all administrative and operational facilities used by the City, the Agency and the County in connection with all matters arising under this Agreement. Records include, but are not limited to, construction, financial, correspondence, instructions, memoranda, bids and contract documents, as well as all other records pertaining to the planning, development and construction of projects pursuant to this Agreement. Any rights that the County has under this provision shall not be the basis for any liability to accrue to the County from the City, the Agency or third parties for such monitoring or investigation or for the Area, all in accordance with applicable law.

X. City Assurances Regarding Affirmative Action

As part of this Agreement the City and the Agency, as the case may be, shall follow applicable federal, State and County laws and regulations concerning affirmative action and race/ethnic/gender conscious concerns all in accordance with applicable law.

XI. Amendments

This Agreement may be amended only by a written agreement signed by the City, the Agency and the County.

XII. Indemnification and other

A. The City and Agency shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the City and Agency or its employees, agents, servants, partners principals or subcontractors. The City and Agency shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be issued thereon. **Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that Statute whereby the City and Agency shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgment pay by the City and Agency arising out of the same incident or occurrence, exceed the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the City and Agency.**

B. Third Party Beneficiaries. None of the parties intend to directly or substantially benefit any third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

C. All parties have substantially contributed to the drafting and negotiation of this Agreement and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other. The parties hereto acknowledge that they have thoroughly read this Agreement, including all exhibits and attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

D. Jurisdiction: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Miami-Dade County, Florida.

E. Severance: Should any clause or provision of this Agreement be determined to be illegal, invalid or unenforceable under any present or future law by final judgment of a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a legal, valid and enforceable provision that is as similar as possible in terms to the illegal, invalid or unenforceable provision, which is agreed to by all parties.

F. Waiver: No express or implied consent or waiver by a party to or of any breach or dealt by the other party in the performance by such other party of its obligations under this Agreement will be deemed or construed to be a consent or waiver to or of any other breach or dealt in the performance by such other party of the same or any other obligations of such other party hereunder. Failure by a party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues will not constitute a waiver by such party of its rights hereunder. The giving of consent by a party in any one instance will not limit or waive the necessity to obtain such party's consent in any future instance.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their names by their duly authorized officers and the corporate seals to be affixed hereto, all as of the day and year first above written.

WITNESS our hands and seals on this 15 day of Sept, 2005.

CITY OF NORTH MIAMI, FLORIDA, a municipal corporation of the State of Florida

MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida

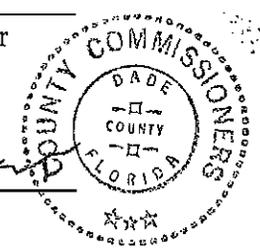
By: [Signature] 7/21  
ACTING City Manager

By: [Signature]  
County Manager

ATTEST:

By: [Signature]  
Deputy City Clerk

By: [Signature]  
Deputy Clerk



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

[Signature] 07/20/05  
Interim City Attorney

[Signature]  
Asst County Attorney

NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY,  
a public body corporate and politic

By: *Kenn Albarran*  
Chairman

ATTEST:

By: *Jacqui Vieira*  
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

*Joseph* 07/20/15  
Interim Agency Attorney

# Exhibit 1.

## Boundary Description

### City of North Miami Community Redevelopment Area Boundary

The City of North Miami Community Redevelopment Area Boundary (CRA) consists of one main contiguous boundary as well as other areas that are separate from the main boundary.

For the purpose of this description, the starting point of the main contiguous boundary is the point on the western boundary of the City of North Miami (City) which is located at the centerline of NW 17<sup>th</sup> Avenue approximately 30 feet south of the Opa Locka Boulevard and NW 17<sup>th</sup> Avenue intersection. The boundary then proceeds south along the city boundary until it jogs east approximately 220 feet along the rear of the row of parcels located directly south of the centerline of 128<sup>th</sup> Street. It then proceeds south to 127<sup>th</sup> Street. It then turns west approximately 220 feet to the centerline of NW 17<sup>th</sup> Avenue. It proceeds south along the city boundary to NW 119<sup>th</sup> Street and travels east along the centerline until it reaches the western limited access Right-of-Way (R/W) line adjacent to Interstate I-95. The CRA boundary proceeds north until it reaches the centerline of 121<sup>st</sup> Street. It proceeds east along 121<sup>st</sup> Street until it reaches the centerline of NW 2nd Avenue where it then turns right and travels south along the centerline until it reaches the centerline of NE 119<sup>th</sup> Street. The CRA boundary then travels east along the centerline of NE 119<sup>th</sup> Street approximately 900 feet. It then turns left and travels north approximately 200 feet. The CRA boundary then turns right approximately 230 feet and then turns left and travels north approximately 220 feet. It then jogs right and travels for approximately 210 feet until it reaches the centerline of North Miami Avenue. The CRA boundary turns left and travels approximately 160 feet to the north along the centerline of North Miami Avenue. It then turns right at the intersection of North Miami Avenue and NE 121<sup>st</sup> Street. The CRA boundary travels east approximately 650 feet until it reaches the intersection of NE 1<sup>st</sup> CT. It then travels south approximately 200 feet until it reaches the south R/W line of NE 120<sup>th</sup> Street and then turns left and travels east approximately 700 feet until it reaches the intersection of NE 2<sup>nd</sup> Avenue. It then turns left and travels north along the west R/W line of NE 2<sup>nd</sup> Avenue until it reaches the southern R/W line of NE 123<sup>rd</sup> Street, where it turns left and travels west approximately 830 feet until it reaches the eastern R/W line of NE Miami Place. It then turns right and travels north approximately 175 feet and then turns west along the northern R/W line of NE 123<sup>rd</sup> Terrace. It then travels north 360 feet to the rear of the parcels directly south of NE 125<sup>th</sup> Street, where it then turns right and proceeds east along the southern parcel lines of the parcels directly south of NE 125<sup>th</sup> Street approximately 1,260 feet until it reaches the western R/W line of NE 2<sup>nd</sup> Avenue. It then jogs right approximately 40 feet and turns left and travels east along the southern parcel line of the parcel directly south of NE 125<sup>th</sup> Street approximately 530 feet until it reaches the western edge of Biscayne Canal. It then turns right traveling southeasterly approximately 1,190 feet where it then jogs right southwesterly approximately 10 feet and again jogs left continuing along the western edge of Biscayne Canal approximately 90 feet. It then turns east and travels in a straight line until it reaches the centerline of NE 121<sup>st</sup> Street. The CRA boundary travels east along the centerline of NE 121<sup>st</sup> Street and crosses over the Florida East Coast Railway line (FEC). It continues along the centerline of NE 121st Street until it turns left at the intersection of NE 14<sup>th</sup> Avenue. It travels north along the eastern R/W line of NE 14<sup>th</sup> Avenue approximately 590 feet and then jogs slightly to the east until it reaches the southern R/W line of NE 123rd Street. It then turns right along the southern R/W line of NE 123rd Street and travels easterly until it reaches NE 16<sup>th</sup> Avenue. It turns right and travels south along the western R/W line of NE 16<sup>th</sup> Avenue until it reaches NE 121 St. The CRA boundary then turns left along NE 121<sup>st</sup> Street and travels east until it hits the eastern R/W line of Biscayne Boulevard. The boundary travels north along the eastern R/W line of Biscayne Boulevard until it reaches a point that is approximately 200 feet north of the centerline of NE 135<sup>th</sup> Street. The CRA boundary then turns left and travels west approximately 870 feet until it reaches the FEC. It then travels north along the FEC lines approximately 300 feet and then jogs 200 feet in a northwesterly direction. It then jogs north along Arch Creek approximately 330 feet to the southern parcel lines of the parcels south of NE 137<sup>th</sup> Terrace. It then turns left and goes west until it reaches the eastern R/W line of NE 16<sup>th</sup> Avenue. The CRA boundary then travels south along the eastern R/W line of NE 16<sup>th</sup> Avenue approximately 270 feet. It then turns right and

travels westerly approximately 330 feet to the northwest corner of the parcel located at the northwest corner of the intersection of NE 16<sup>th</sup> Avenue and NE 135<sup>th</sup> Street. It then turns left and travels south approximately 140 feet to the southern parcel lines of the parcels south of NE 136<sup>th</sup> Street. It then turns right and travels west until it reaches the eastern R/W line of NE 14<sup>th</sup> Avenue and turns right and goes north until it reaches the southern R/W line of NE 140<sup>th</sup> Street. It then turns right and goes east until reaches the eastern R/W line of NE 16<sup>th</sup> Avenue where it turns left and travels north until it reaches the southern R/W line of NE 141<sup>st</sup> Street. It turns right and goes east along the southern R/W line of NE 141<sup>st</sup> Street until it reaches NE 16<sup>th</sup> Court. It then travels south along the western R/W line of NE 16<sup>th</sup> Court until it reaches the southern R/W line of NE 140<sup>th</sup> Street. It then goes east until it reaches the creek and then travels in a northwesterly direction approximately 500 feet. It then travels north until it hits the southern R/W line of NE 142<sup>nd</sup> Street and turns right and travels west approximately 530 feet and then turns right and travels south approximately 360 feet. It then turns left and travels east until it hits the FEC R/W and the boundary of the City, where it then turns left and follows the FEC R/W and the boundary of the City northerly approximately 330 feet and jogs slightly left at the point where the City's boundary and the FEC R/W diverge and travels north approximately 480 feet. It then turns left and travels west until it reaches the western R/W line of NE 20<sup>th</sup> Lane and turns right and travels until it reaches the northern R/W line of NE 144<sup>th</sup> Street. The CRA boundary turns left and then travels west until it reaches the centerline of NE 18<sup>th</sup> Avenue. It then turns left and travels south until it reaches NE 143<sup>rd</sup> Street. It then turns right and travels west along NE 143<sup>rd</sup> Street until it reaches NE 12<sup>th</sup> Avenue. It then turns right and travels north along the centerline of NE 12<sup>th</sup> Avenue until it reaches NE 149<sup>th</sup> Street. It then turns left and travels west along NE 149<sup>th</sup> Street until it reaches NE 11<sup>th</sup> Avenue. It then turns left and travels south along NE 11<sup>th</sup> Avenue until it reaches NE 147<sup>th</sup> Street. It then turns right and travels west one block and then turns right and travels north along NE 10<sup>th</sup> Court until it reaches NE 149<sup>th</sup> Street. It then turns left and travels west on 149<sup>th</sup> Street until it reaches the centerline of NE 10<sup>th</sup> Avenue. It then turns left and travels south on NE 10<sup>th</sup> Avenue until it reaches NE 147<sup>th</sup> Street. The CRA boundary then jogs right until it reaches the western R/W line of NE 10<sup>th</sup> Avenue and jogs left and travels south until it reaches the northern R/W line of NE 143<sup>rd</sup> Street. It then turns right and travels west until it reaches the eastern R/W line of NE 8<sup>th</sup> Avenue where it turns right and goes north until it reaches the southern R/W line of NE 145<sup>th</sup> Street. It then turns left and travels west until it reaches the eastern R/W line of NE 6<sup>th</sup> Avenue where it turns right and travels north until it hits the City's boundary. It then turns left and travels west following the City's boundary approximately 380 feet at which point the CRA and City boundary turns left and travels south until it reaches NE 143<sup>rd</sup> Street. It then turns right and travels west along NE 143<sup>rd</sup> Street until it reaches NE 4<sup>th</sup> Avenue. It then turns left travels south on NE 4<sup>th</sup> Avenue until it reaches NE 139<sup>th</sup> Street. The CRA boundary then travels west approximately 730 feet and then turns left and travels south approximately 1330 feet until it reaches NE 135<sup>th</sup> Street. It then turns left and travels east on NE 135<sup>th</sup> Street until it reaches NE 4<sup>th</sup> Avenue. It then turns right and travels south on NE 4<sup>th</sup> Avenue approximately 170 feet where it turns left and travels along the southern parcel lines of the parcels directly south of NE 135<sup>th</sup> Street until it reaches the western R/W line of NE 5<sup>th</sup> Avenue. It then turns right and travels south until it reaches the northern R/W line of NE 131<sup>st</sup> Street where it turns right and travels west until it reaches the eastern R/W line of NE 4<sup>th</sup> Avenue. It then turns left and travels south until it reaches the southern R/W line of NE 129<sup>th</sup> Street where it turns left and travels east until it reaches the western R/W line of NE 5<sup>th</sup> Avenue. It then turns right and travels south approximately 900 feet where it turns right and travels west approximately 190 feet and jogs slightly northwesterly approximately 30 feet. It then jogs left and travels west until it reaches NE 4<sup>th</sup> Avenue where it turns left and travels south approximately 150 feet and turns right and travels west approximately 420 feet. It then turns right and travels north approximately 150 feet where it turns right and travels east approximately 50 feet. It then turns left and travels north approximately 80 feet until it reaches the southern parcel lines of the parcels directly south of NE 127<sup>th</sup> Street where it turns left and travels west until it reaches the eastern R/W line of NE 3<sup>rd</sup> Avenue. It then turns right and travel north until it reaches NE 131<sup>st</sup> Street where it turns left and travels west until it comes to Griffin Boulevard. It then turns left and travels south on the western R/W line of Griffin Boulevard approximately 2000 feet to a point that is at the northern parcel line of the parcel directly north of NE 125<sup>th</sup> Street. It then turns right and travels west until it reaches the Biscayne Canal where it jogs northwesterly approximately 60 feet and turns left and crosses over the Biscayne Canal and travels along the northern parcel line of the row of parcels directly north of NE 125<sup>th</sup> Street until it reaches NE 2<sup>nd</sup> Avenue. The CRA boundary then jogs right and travels north on NE 2<sup>nd</sup> Avenue approximately 30 feet where it turns left travels west along the northern boundary of the second row of parcels directly north of

NE 125<sup>th</sup> Street until it reaches North Miami Avenue. It then turns right and travels north until it reaches NE 127<sup>th</sup> Terrace where it jogs left to the centerline of North Miami Avenue and continues to travel along the centerline of North Miami Avenue until it reaches NW 128<sup>th</sup> Street. It then turns left and travels west along the centerline of NW 128<sup>th</sup> Street until it reaches NW 2<sup>nd</sup> Avenue. The CRA boundary then turns right and travels north along the centerline of NW 2<sup>nd</sup> Avenue until it reaches NW 139<sup>th</sup> Street. It then turns left and travel west along the centerline of NW 139<sup>th</sup> Street until it reaches NW 5<sup>th</sup> Avenue. It then turns right and travels north along the centerline of NW 5<sup>th</sup> Avenue until it reaches NW 143<sup>rd</sup> Street. The CRA boundary turns left at NW 143<sup>rd</sup> Street and travels west until it reaches NW 7<sup>th</sup> Avenue. It then turns left and travels south along the centerline of NW 7<sup>th</sup> Ave until it reaches NW 135<sup>th</sup> Street. It then turns right and travels west along NW 135<sup>th</sup> Street until it reaches NW 12<sup>th</sup> Avenue. It then turns right and travels north along the centerline of NW 12<sup>th</sup> Avenue until it reaches Opa Locka Boulevard where it turns left and travels west until it reaches the point of beginning at the centerline of NW 17<sup>th</sup> Avenue along the western boundary line of the City. The CRA boundary also includes the area that is bordered by NW 137<sup>th</sup> Street, NW 17<sup>th</sup> Avenue, NW 15<sup>th</sup> Avenue and NW 139<sup>th</sup> Street.

The CRA boundary excludes those areas that are bordered by NW 135<sup>th</sup> Street, NW 13<sup>th</sup> Avenue, NW 131<sup>st</sup> Street and NW 16<sup>th</sup> Avenue.

The CRA boundary excludes those areas that are bordered by NE 125<sup>th</sup> Street, NE 123<sup>rd</sup> Street, Biscayne Canal and Griffin Boulevard less the first parcel directly south of NE 125<sup>th</sup> Street.

The CRA boundary excludes those areas that are bordered by NW 127<sup>th</sup> Street, NW 2<sup>nd</sup> Avenue, NW 126<sup>th</sup> Street, and NW 6<sup>th</sup> Avenue and twenty-three properties fronting on the south side of NW 126<sup>th</sup> Street, from NW 2<sup>nd</sup> Avenue on the east to NW 6<sup>th</sup> Avenue on the west plus the second property directly south of NW 126<sup>th</sup> Street and fronting on the west side of NW 5<sup>th</sup> Avenue.

The CRA boundary excludes those areas that are bordered by NW 123<sup>rd</sup> Street, NW 6<sup>th</sup> Avenue, NW 124<sup>th</sup> Street, and NW 2<sup>nd</sup> Avenue and twenty properties fronting on the north side of NW 124<sup>th</sup> Street, from and including the second property directly east of NW 6<sup>th</sup> Avenue on the west to NW 2<sup>nd</sup> Avenue on the east plus the second property directly north of NW 124<sup>th</sup> Street and fronting on the west side of NW 5<sup>th</sup> Avenue.

The CRA boundary excludes those parcels owned by Johnson and Wales University and more specifically having the following PCN numbers: 0622290070010, 0622290070170, 0622290070190, 0622290070200, 0622290070210, 0622290070280, 0622290070290, 0622290070300, 0622290070310, 0622290070320, 0622290070630, 0622290070810, 0622290080552, 0622290080558, 0622290080559, 0622290550050, 0622290550060, 0622290550160, 0622290570010, 0622290570070 and 0622290570080.

A separate CRA boundary starts at the intersection of NE 146<sup>th</sup> Street and NE 18<sup>th</sup> Avenue and proceeds east approximately 830 feet and then turns left and travels north approximately 960 feet along the eastern parcel line of the parcels directly east of NE 18<sup>th</sup> Avenue. It then crosses NE 149<sup>th</sup> Street and turns left and travels west approximately 160 feet to the eastern parcel line of the fifth parcel east of NE 18<sup>th</sup> Avenue where it turns right and travels north until it reaches the northern parcel line of the parcels directly north of NW 149<sup>th</sup> Street. It then turns left and travels west along the northern parcel line of the parcels directly north of NW 149<sup>th</sup> Street until it reaches NW 18<sup>th</sup> Avenue where it turns left and travels south until it reaches the point of beginning at the intersection of NE 146<sup>th</sup> Street and NE 18<sup>th</sup> Avenue.

An additional separate CRA Boundary includes the "Munisport" property east of Biscayne Boulevard and adjacent mangrove preserve areas east to the adjacent FIU property on the east and three properties fronting on the north side of NE 151<sup>st</sup> Street, from Biscayne Boulevard east to and including the property directly east of FIU Stadium Drive.

An additional separate CRA Boundary starts at the northwest corner of the parcel that is located north of NE 121<sup>st</sup> Street facing the easterly R/W of NE 18<sup>th</sup> Avenue. The boundary proceeds east along the northern parcel line of the parcels directly north of NE 121<sup>st</sup> Street and turns north along the western parcel line of the parcel west of NE 19<sup>th</sup> Avenue. The boundary jogs west approximately 65 feet before continuing north along the western parcel line of the parcel west of NE 19<sup>th</sup> Avenue

below NE 123<sup>rd</sup> Street until it reaches the southern R/W line of NE 123<sup>rd</sup> Street. It then travels east on the southern R/W line of 123<sup>rd</sup> Street to the intersection of the of Sans Souci Boulevard and then turns right, southeasterly, to the southern boundary of the alley paralleling, and to the east of NE 123<sup>rd</sup> Street. It then proceeds west to the southern boundary of the R/W of the alley to the north of, and paralleling, Sans Souci Boulevard. It then proceeds southwesterly along the southern boundary of the alley to the intersection of NE 17<sup>th</sup> Road and turns right on the easterly R/W of NE 18<sup>th</sup> Avenue to the point of beginning.

Furthermore the CRA boundary shall include the following R/W's as follows:

1. NW 5<sup>th</sup> Avenue between NW 123<sup>rd</sup> Street and NW 127<sup>th</sup> Street
2. NW 4<sup>th</sup> Avenue between NW 123<sup>rd</sup> Street and NW 127<sup>th</sup> Street
3. NE Miami Place between NE 124<sup>th</sup> Terrace and NE 125<sup>th</sup> Street
4. NE 1<sup>st</sup> Avenue between NE 124<sup>th</sup> Street and NE 125<sup>th</sup> Street
5. NE 1<sup>st</sup> Court between NE 124<sup>th</sup> Street and NE 125<sup>th</sup> Street
6. NE 2<sup>nd</sup> Avenue between NE 123<sup>rd</sup> Street and NE 125<sup>th</sup> Street
7. NE 2<sup>nd</sup> Court between NE 119<sup>th</sup> Street and NE 125<sup>th</sup> Street
8. NE 124<sup>th</sup> Terrace between North Miami Avenue and NE Miami Place
9. NE 124<sup>th</sup> Street between NE Miami Place and NE 2<sup>nd</sup> Court
10. NE 123<sup>rd</sup> Street between NE Miami Place and NE 2<sup>nd</sup> Court
11. NE 122<sup>nd</sup> Street between NE 2<sup>nd</sup> Avenue and NE 3<sup>rd</sup> Court
12. NE 121<sup>st</sup> Terrace between NE 2<sup>nd</sup> Avenue and NE 3<sup>rd</sup> Court
13. NE 127<sup>th</sup> Street between NE Miami Court and NE 2<sup>nd</sup> Avenue
14. NE 127<sup>th</sup> Terrace between North Miami Avenue and NE Miami Court
15. NE 2<sup>nd</sup> Avenue between NE 125<sup>th</sup> Street and NE 127<sup>th</sup> Street
16. NE 1<sup>st</sup> Court between NE 125<sup>th</sup> Street and NE 127<sup>th</sup> Street
17. NE 1<sup>st</sup> Avenue between NE 125<sup>th</sup> Street and NE 127<sup>th</sup> Street
18. NE Miami Place between NE 125<sup>th</sup> Street and NE 127<sup>th</sup> Street
19. NE Miami Court between NE 125<sup>th</sup> Street and NE 127<sup>th</sup> Terrace
20. NE 134<sup>th</sup> Street between NE 4<sup>th</sup> Avenue and NE 5<sup>th</sup> Avenue
21. NE 132<sup>nd</sup> Terrace between NE 4<sup>th</sup> Avenue and NE 5<sup>th</sup> Avenue
22. NE 132<sup>nd</sup> Street between NE 4<sup>th</sup> Avenue and NE 5<sup>th</sup> Avenue
23. NE 131<sup>st</sup> Street between NE 3<sup>rd</sup> Avenue and NE 4<sup>th</sup> Avenue
24. NE 130<sup>th</sup> Street between NE 3<sup>rd</sup> Avenue and NE 4<sup>th</sup> Avenue
25. NE 129<sup>th</sup> Street between NE 3<sup>rd</sup> Avenue and NE 4<sup>th</sup> Avenue
26. NE 128<sup>th</sup> Street between NE 3<sup>rd</sup> Avenue and NE 5<sup>th</sup> Avenue
27. NE 127<sup>th</sup> Street between NE 3<sup>rd</sup> Avenue and NE 5<sup>th</sup> Avenue
28. NE 4<sup>th</sup> Avenue between NE 126<sup>th</sup> Street and NE 135<sup>th</sup> Street
29. NE 4<sup>th</sup> Court between NE 132<sup>nd</sup> Terrace and NE 134<sup>th</sup> Street
30. NE 7<sup>th</sup> Court between NE 145<sup>th</sup> Street and NE 147<sup>th</sup> Street
31. NE 8<sup>th</sup> Avenue between NE 145<sup>th</sup> Street and NE 147<sup>th</sup> Street
32. NE 145<sup>th</sup> Street between NE 6<sup>th</sup> Avenue and NE 10<sup>th</sup> Avenue
33. NE 144<sup>th</sup> Street between NE 7<sup>th</sup> Court and NE 10<sup>th</sup> Avenue
34. NE 15<sup>th</sup> Court between NE 136<sup>th</sup> Street and NE 137<sup>th</sup> Street
35. NE 136<sup>th</sup> Street between NE 14<sup>th</sup> Avenue and NE 15<sup>th</sup> Avenue
36. NE 137<sup>th</sup> Street between NE 14<sup>th</sup> Avenue and NE 15<sup>th</sup> Avenue
37. NE 138<sup>th</sup> Street between NE 14<sup>th</sup> Avenue and NE 15<sup>th</sup> Avenue
38. NE 139<sup>th</sup> Street between NE 14<sup>th</sup> Avenue and NE 15<sup>th</sup> Avenue
39. NE 13<sup>th</sup> Avenue between NE 129<sup>th</sup> Street and NE 135<sup>th</sup> Street
40. NE 129<sup>th</sup> Street between NE 12<sup>th</sup> Avenue and NE 14<sup>th</sup> Avenue
41. NE 130<sup>th</sup> Street between NE 12<sup>th</sup> Avenue and NE 14<sup>th</sup> Avenue
42. NE 131<sup>st</sup> Street between NE 12<sup>th</sup> Avenue and NE 14<sup>th</sup> Avenue
43. NE 132<sup>nd</sup> Street between NE 12<sup>th</sup> Avenue and NE 14<sup>th</sup> Avenue
44. NE 133<sup>rd</sup> Street between NE 12<sup>th</sup> Avenue and NE 14<sup>th</sup> Avenue
45. NE 134<sup>th</sup> Street between NE 12<sup>th</sup> Avenue and NE 14<sup>th</sup> Avenue

## Exhibit 2. Boundary Description

### City of North Miami Community Redevelopment Area Boundary (East of Biscayne Boulevard)

The City of North Miami Community Redevelopment Area Boundary (CRA) consists of one main contiguous boundary as well as other areas that are separate from the main boundary.

An additional separate CRA Boundary includes the "Munisport" property east of Biscayne Boulevard and adjacent mangrove preserve areas east to the adjacent FIU property on the east and three properties fronting on the north side of NE 151<sup>st</sup> Street, from Biscayne Boulevard east to and including the property directly east of FIU Stadium Drive.

An additional separate CRA Boundary starts at the northwest corner of the parcel that is located north of NE 121<sup>st</sup> Street facing the easterly R/W of NE 18<sup>th</sup> Avenue. The boundary proceeds east along the northern parcel line of the parcels directly north of NE 121<sup>st</sup> Street and turns north along the western parcel line of the parcel west of NE 19<sup>th</sup> Avenue. The boundary jogs west approximately 65 feet before continuing north along the western parcel line of the parcel west of NE 19<sup>th</sup> Avenue below NE 123<sup>rd</sup> Street until it reaches the southern R/W line of NE 123<sup>rd</sup> Street. It then travels east on the southern R/W line of 123<sup>rd</sup> Street to the intersection of the of Sans Souci Boulevard and then turns right, southeasterly, to the southern boundary of the alley paralleling, and to the east of NE 123<sup>rd</sup> Street. It then proceeds west to the southern boundary of the R/W of the alley to the north of, and paralleling, Sans Souci Boulevard. It then proceeds southwesterly along the southern boundary of the alley to the intersection of NE 17<sup>th</sup> Road and turns right on the easterly R/W of NE 18<sup>th</sup> Avenue to the point of beginning.