



# NORTH MIAMI CRA

COMMUNITY REDEVELOPMENT AGENCY

## **BOARD PACKET**

### **TUESDAY, SEPTEMBER 13, 2022 | 05:30 PM**

Board Members:

Philippe Bien-Aime, Chairman  
Alix Desulme, Ed.D., Board Member  
Mary Estimé-Irvin, Board Member  
Scott Galvin, Board Member  
Kassandra Timothe, Board Member

Executive Staff

Cornelius Shiver, Esq., Executive Director  
Steven W. Zelkowitz, Esq., CRA Board Attorney  
Vanessa Joseph, Esq., CRA Board Secretary

***North Miami CRA***  
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***North Miami, FL 33161***

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[www.NorthMiamiCRA.org](http://www.NorthMiamiCRA.org)

## **AGENDA**

### **NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY**

**Tuesday, September 13, 2022 | 05:30 pm**

#### **1. CALL TO ORDER / ROLL CALL**

#### **2. PLEDGE OF ALLEGIANCE**

##### **CONSENT AGENDA**

UNLESS A MEMBER OF THE CRA BOARD WISHES TO REMOVE A SPECIFIC ITEM FROM THIS PORTION OF THE AGENDA, TAB A CONSTITUTE THE CONSENT AGENDA. THIS ITEM IS SELF-EXPLANATORY AND IS NOT EXPECTED TO REQUIRE ADDITIONAL REVIEW OR DISCUSSION. THSI ITEM WILL BE RECORDED AS INDIVIDUALLY NUMBERED ITEM, ADOPTED UNANIMOUSLY BY THE FOLLOWING MOTION: "...THAT THE CONSENT AGENDA COMPRISED OF TAB A ADOPTED..."

##### **A. APPROVAL OF MINUTES -- July 12, 2022**

Attachment: [Summary Minutes 7.12.22.pdf](#)

#### **3. ITEMS FOR REVIEW AND/OR ACTION**

##### **Agenda Item 1 - Resolution to Approve FY21-22 Amended Budget**

Attachment: [Agenda Item 1 - FY21-22 Amended Budget Presentation.pdf](#)

##### **Agenda Item 2 - Resolution to Approve FY22-23 Proposed Budget**

Attachment: [Agenda Item 2 - FY 2022-23 Budget.pdf](#)

##### **Agenda Item 3 -- Resolution Adopting County and City's Art in Public Places Ordinance**

Attachment: [Agenda Item 3 - Art in Public Places.pdf](#)

##### **Agenda Item 4 -- Resolution to Approve Land Disposition Policy**

Attachment: [Agenda Item 4 - Land Disposition Policy.pdf](#)

##### **Agenda Item 5 -- Resolution Rescinding 125 ST NM Development LLC Infrastructure Grant**

Attachment: [Agenda Item 5 - Rescission of 125 ST Development NM Grant.pdf](#)

#### **4. CRA ATTORNEY REPORT**

#### **5. CRA EXECUTIVE DIRECTOR REPORT**

## **6. PUBLIC COMMENTS**

## **7. OLD BUSINESS**

## **8. NEW BUSINESS**

## **9. ADJOURNMENT**

**Note:**

Two or more members of the City Council/CRA Board of Commissioners and/or other elected or appointed public officials may be present at this meeting. If any person decides to appeal any decision made with respect to any matter considered at this public meeting or hearing, he/she will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. If you desire auxiliary services to assist in viewing or hearing the meetings, or reading meeting agendas and minutes, please contact the Office of the City Clerk at (305) 895-9817.

*Consent Agenda*

*North Miami C.R.A. Board  
Summary Minutes*

*July 12, 2022  
5:30 P.M.*



**NORTH MIAMI CRA**  
COMMUNITY REDEVELOPMENT AGENCY

The CRA Board Meeting of the City of North Miami was held in Council Chambers of City of North Miami Hall on Tuesday, July 12, 2022, beginning at 5:46 p.m.

(Phonetic spelling of each speaker's name may be used throughout the minutes unless correct spelling is known.)

## ***I. CALL TO ORDER / ROLL CALL***

### ***ROLL CALL***

Board Member Galvin	Here at
Board Member Timothe	Here at 5:46pm
Board Member Desulme	Not present
Board Member Estime-Irvin	Not present
Chairman Bien-Aime	Here

- CRA Secretary Joseph: Chairman, you now have a quorum to proceed.

## ***II. CONSENT AGENDA***

### **A. Approval of Minutes: April 12, 2022**

Motion to approve the Consent Agenda was made by Board Member Galvin. Second by Board Member. Motion made and approved by a 3 – 0 vote. Motion to approve the Consent Agenda comprised of A. Seconded by Board Member Galvin. Motion made and approved by a 3 – 0 vote.

### **B. Summary**

Board Member Timothe requested to defer agenda items #3 and #5 due to lack of full Board Members. Motion made by Chairman Bien-Aime. Seconded by Board Member Galvin. Motion was approved with a 3-0 vote.

### ***III. ITEMS FOR REVIEW AND/OR ACTION***

#### ***Agenda Item #1 – Resolution to Approve the funding for Kayla at Library Place, LLC.***

A RESOLUTION OF THE CHAIR AND BOARD MEMBERS OF THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY APPROVING THE FUNDING FOR KAYLA AT LIBRARY PLACE, LLC FOR A MIXED USE PROJECT LOCATED AT 13100 WEST DIXIE HIGHWAY, NORTH MIAMI, FLORIDA 33161 IN THE FORM OF A TAX INCREMENT RECAPTURE INCENTIVE OF FIFTY PERCENT (50%) OF PROJECTED CITY AD VALOREM TAX REVENUES FROM THE TIME THE PROJECT APPEARS ON THE PROPERTY TAX ROLLS UNTIL THE NMCRA SUNSETS (APPROXIMATELY 20 YEARS); AUTHORIZING THE EXECUTIVE DIRECTOR AND NMCRA ATTORNEY TO NEGOTIATE AND FINALIZE AN AGREEMENT WITH KAYLA AT LIBRARY PLACE, LLC TO PROVIDE FUNDING FOR THE DEVELOPMENT OF A MIXED USE PROJECT; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE TERMS OF THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

- Chairman Bien-Aime: Until the CRA sunset, but I see we attached 20 years. You said something about 20 years, right?
- CRA Attorney Zelkowitz: It's approximately 20 years. It's 2044.
- Chairman Bien-Aime: Can we remove that until the CRA sunset? Let's say after two years the county decided to sunset all the CRAs.
- CRA Attorney Zelkowitz: That's the way the agreement will read when we enter into it, it'll be until the sunset of the CRA..
- Interim Executive Director McDonald: A tax increment recapture incentive request is presented for your consideration by Kayla at Library Place, LLC. Kayla at Library Place, LLC, is proposing to redevelop the property located at 13100 West Dixie Highway, currently home to the Greater North Miami

Chamber of Commerce and a parking area. Applicant is requesting up to a total of 5,324,797 in the form of a tax increment recapture incentive through 2044. It must be noted that the tax recapture incentive request is for the net present value of the tax increment projections. Kayla at Library Place, LLC, is proposing to redevelop the site as follows.

10 story 138 mixed-use project. All units will consist of one and two bedroom, two and a half baths, with an average size ranging from 660 to 930 square feet. Two, approximately 55 affordable housing units at 60% AMI, and 83 units designated workforce at a 100% AMI. Three, amenities include modern and attractive onsite amenities available to residents, including a rooftop Oasis and barbecue grills, a clubhouse, a gym, a business center and conference room, and a package room center. Four, 249 parking spaces with an average distribution of 42 spaces per floor.

The CRA's redevelopment consultant has reviewed the application. The project has a construction cost of 59 million and is expected to generate approximately 687,838 in 2020... sorry, in 2026 tax increment revenue following completion. The city portion of the projected new TIF in 2026 is \$424,002 resulting in an initial tax increment recapture incentive of 212,000. The CRA's consultant has reviewed the assumptions provided in the applicant's project information sheet and TIF performer, and has determined that they are reasonable. And the estimated value of the incentive through 2044 is 5,324,797 or 9% of the project costs. The applicant is in the audience should you have any questions.

- Binro Gasant: Binro Gasant with offices at 701 Brickell Avenue, on behalf of the applicant Kayla Library Place. We made an initial request for an \$18 million subsidy, as part of our request for the CRA. Given the fact that we're developing 138 units, we're going to provide over 7,000 square feet of retail that's going to include a business incubator at the site. And we anticipate that given the fact that all of our units are going to be 100% of AMI or below, that we're going to need some additional subsidy.

Working with the CRA Director, we were able to work on obtaining a recommendation for the \$5, 3 million in TIF funds. But what we would be asking for is that the Delta between that \$18 million, and the 5.3, that we'd be able to receive that benefit when the funds are available, so subject to fund availability, if it's to the will of this council to entertain that. One of the things that we think is important is that the site's location is immediately

south of the north Miami Library, public library. And it provides an easy and efficient access to provide for key public goods, and public access for the residents of this community.

- Board Member Galvin: You mentioned 155 units with 38?
- Binro Gasant: 138 units.
- Board Member Galvin: And 55 being affordable?
- Binro Gasant: So this is an interesting question, with respect to what constitutes affordable. So in the city's code, you define affordable slash workforce housing as between 50 and 140% of the area median income. So technically all of our units within the site are affordable. And then the state statute has provisions that go up to 120% of the AMI, which would also mean that all of our units are affordable. There are different personnel who may have a different perspective on that, but the city's code and the state statute appears to recognize that this development, in this city, would be 100% affordable.
- Kevin Crowder: Kevin Crowder with Business Flare. Board member, Binro's right, there are different definitions of affordable. From my perspective, affordable housing in general, regardless of how it's defined in different documents, is 80% AMI and below. And workforce housing is that piece that's between 80% AMI and 140%. And that's generally how we look at it. In here, and I believe that the way that it's drafted in the item you're looking at, is there are the 55 units at 60% AMI as affordable, and the 100% AMI being the balance of the units, defined as workforce. And those are consistent with that 80 below, and then 80 to 140. I believe under the HUD guidelines, those are the definitions that we traditionally work under.
- Board Member Galvin: why are you suggesting that we make this 138 units of affordable housing? Affordable housing is great, my concern is that the entire property would be affordable housing and then have a reputation. A negative reputation. So why did you bring this forward to us? Why do you bless this this evening? Why should I feel confident? Not talking to Mr. Gasant, the applicant, looking at staff. Why should I feel confident in what you're suggesting?

- Interim Executive Director McDonald: Well, when CRA staff met with city staff and preferably the city manager, we all had a meeting in the board room. And it was discussed that this would be a great benefit to the city, and that this would be something different for the city, and a benefit to the city and its residents.
- Board Member Galvin: People from the chamber have expressed concern to me, that it will displace people who are parking for North Miami High School, Adult School, at night. Do you foresee any displacement and what type of discussions have you had to address that?
- Chairman Bien-Aime: I can say when it comes to the school at night, you don't have a lot of students with cars. It's most likely the church and the school that's created the issues. And now the church is about to move in November to a new location outside of the city.
- Board Member Timothe: I have some questions Mayor.
- Chairman Bien-Aime: Yes?
- Board Member Timothe: I for one am excited to finally see an affordable housing project. I think we can specify what affordable means, and I think with this agreement, I think we should take a look at that. So when we're structuring the AMI, and they're saying 60%, how can we counter that to ensure that when we do set a cap, that it's affordable for who? Because if you look at Miami-Dade County, 80% AMI, Miami-Dade County is \$54,000. So a lot of our residents probably won't benefit from if you're one person making \$54,000. And there are some people who are probably in the 30% or 50% AMI. So I would like to see a structure like, "Hey, we have a certain amount at 30, a certain amount at 50, a certain amount at 80, 120," not just up to 60%, because if that's the case, it can all be 60%. And that's one person making \$60,000 a year.
- Chairman Bien-Aime: But Councilwoman Timothe, you need to understand something. While we are bringing affordable housing to the people, we need to protect the single family home. And right now nobody wants any project next to the single family home. That means they don't want 100% project. They need mixed income, mixed use housing. That's when mixed income,

the teacher can live there, the firefighter can live there. At the same time some units can be put aside for people living on fixed income.

- CRA Attorney Zelkowitz: Mr. chairman, in order to address the question. All our agreements, when there are affordable housing components, will specify the number of units at the specific AMI and define that as whether it's one person household, two member household, two bedrooms. So, based on whatever the application is that you're approving tonight, that's what would appear in the agreement. So if you want something different than that, and you want the up to 60% to have a certain number at different levels, then we're going to have to approve that differently or say that we're going to sit down with the developer and negotiate something.
- Board Member Glavin: I'd move we continue this item until we have a chance A, to have a full council, and B, to have those types of conversations. The mayor articulated better than I could, my concerns too about the project, about the location.

Motion made by Chairman Bien-Aime to move the agenda item. Seconded by Board Member Galvin. Motion carries and approved by a 3 – 0 vote.

**Agenda Item #2 – Resolution to Approve the funding for partners of 645 LLC, for an office space project located at 643 and 645 Northeast 125th Street, North Miami, Florida, 33161**

A RESOLUTION OF THE CHAIR AND BOARD MEMBERS OF THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY APPROVING THE FUNDING FOR PARTNERS OF 645 LLC FOR AN OFFICE SPACE PROJECT LOCATED AT 643 & 645 N.E. 125TH STREET, NORTH MIAMI, FLORIDA 33161 IN THE FORM OF A TAX INCREMENT RECAPTURE INCENTIVE OF FIFTY PERCENT (50%) OF PROJECTED CITY AD VALOREM TAX REVENUES FROM THE TIME THE PROJECT APPEARS ON THE PROPERTY TAX ROLLS UNTIL THE NMCRA SUNSETS (APPROXIMATELY 20 YEARS); AUTHORIZING THE EXECUTIVE DIRECTOR AND NMCRA ATTORNEY TO NEGOTIATE AND FINALIZE AN AGREEMENT WITH PARTNERS OF 645 LLC TO PROVIDE FUNDING FOR THE DEVELOPMENT OF THE OFFICE SPACE PROJECT; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT; AUTHORIZING THE EXECUTIVE DIRECTOR TO

TAKE ALL ACTION NECESSARY TO IMPLEMENT THE TERMS OF THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

- Chairman Bien-Aime: But the question that we have, we only approve TIF on new developments?
- Sebastian Scemla: Correct.
- Chairman Bien-Aime: This one was there before, no?
- Sebastian Scemla: No. So this is... we're demolishing an existing building, and we're putting a new development in its place.
- Board Member Galvin: Don't tear down the Taco Bell.
- Chairman Bien-Aime: That means a 100% complete new project?
- Sebastian Scemla: That is correct, yes.

Motion made by Board Member Galvin to **approve** the item, seconded by Board Member Timothe. Motion carries and approved by a 3 – 0 vote.

***Agenda Item #4 – Resolution to Approve allocating the 666,000 dollars allocated for capital projects and initiatives in district four to specific district four capital projects and initiatives.***

A RESOLUTION OF THE CHAIR AND BOARD MEMBERS OF THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY ALLOCATING THE \$666,000 PREVIOUSLY ALLOCATED FOR CAPITAL PROJECTS AND INITIATIVES IN DISTRICT 4 TO SPECIFIC DISTRICT 4 CAPITAL PROJECTS AND INITIATIVES; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ANY AND ALL ACTION NECESSARY TO FACILITATE THE FUNDING ALLOCATION TO SPECIFIC DISTRICT 4 CAPITAL PROJECTS AND INITIATIVES; AND PROVIDING AN EFFECTIVE DATE.

Motion was made by Board Member Galvin to approve agenda item four, the motion was seconded by Chairman Bien-Aime. Motion carries and approved by a 3-0 vote.

**Agenda Item #6 – Resolution to Approve Cornelius Shiver as the Executive Director of the North Miami Community Redevelopment Agency.**

A RESOLUTION OF THE CHAIR AND BOARD MEMBERS OF THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY APPOINTING CORNELIUS SHIVER AS THE EXECUTIVE DIRECTOR OF THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY; APPROVING THE EMPLOYMENT AGREEMENT BETWEEN CORNELIUS SHIVER AND THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE EMPLOYMENT AGREEMENT; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL STEPS NECESSARY AND APPROPRIATE TO IMPLEMENT THE TERMS AND CONDITIONS OF THE EMPLOYMENT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

- Chairman Bien-Aime: Mr. Attorney, can you give us a brief overview
- CRA Attorney Zelkowitz: Certainly. I'll briefly tell you the differences between the employment agreement that you had previously entered into with Ms. Cameau, the prior executive director and this proposed agreement with Mr. Shaiver. So it's essentially the same agreement. It's a two year term, commencing tonight, obviously. And then you have the ability to extend it if you like. The termination provision has been amended. And these were amendments requested by Mr. Shaiver that we've discussed and incorporated. So the termination by the CRA has now been amended to basically be the same procedure that you would use if you were terminating the city manager. So under your city charter, you have a procedure, and basically you have to adopt a resolution, specifying the reasons for removal. The executive director can then reply in writing and may request a public hearing...
- Chairman Bien-Aime: The same process?
- CRA Attorney Zelkowitz: Yes, it's the same process. So if you're familiar with the process that you would use to remove the city manager, he requested we've incorporated the same process here in this agreement. The base salary. Oh, before we get to that. The severance provision in the event that you terminate the service of the executive director without cause, Mr. Shiver requested that we increase...

- Chairman Bien-Aime: What else?
- CRA Attorney Zelkowitz: Okay. So the severance has been increased from 20 weeks to 26 weeks. Unless it's otherwise provided in section 215-415 Florida statutes, I can tell you that Florida statutes only allows at this point in time for 20 weeks of severance. Okay.
- Cornelius Shiver: 20 will be fine. Let's resolve that. My name is Preni Shaiver? My address is 3095 Plaza Street, Coconut Grove, 33133. 20 will be fine with me. And in fact, to make it even simpler, everything would be fine with me that was in the original contract. Even the disclosure of outside employment. I'm fine with that too.
- CRA Attorney Zelkowitz: Right. That's already been revised. So we don't even need to discuss that. The salary is 195. And the contribution towards the retirement plan is 12%. It was 10% before. Everything else is basically the same.
- Chairman Bien-Aime: Okay. That means the amendment we are doing now is 20 weeks instead of 26, right?
- CRA Attorney Zelkowitz: Correct
- Board Member Galvin: You had mentioned to me that you currently work for The Swerdlow Group. Will you continue to work for Swerdlow Group?
- Cornelius Shiver: If I have the good fortune of having this contract approved, I'll be submitting my resignation two minutes afterwards. In fact, they are contingent upon this approval, I will no longer be employed by that group.
- Board Member Galvin: And will you be employed by anybody, any other CRA, or other outside entity that we should be aware of right now?
- Cornelius Shiver: None whatsoever. Now, I will be sitting on the board of Naranja Lake CRA, but that's in a board member in a voluntary position with no compensation in South Dade. Other than that, there are no other undisclosures. And my appointment is pending also your approval of that. I haven't been appointed as of yet, I wanted to make sure that I take care of

this matter first. I'm being sponsored by Commissioner Keoni McGee, and he understands this is my priority.

Motion made by board member Timothe to appoint Cornelius Shiver as the Executive director of the CRA. The motion was seconded by board member Galvin. Motion carries by a 3-0 vote.

**V. CRA ATTORNEY REPORT**

Accolades were given to the Interim Executive Director, Gayle McDonald and the newly appointed Executive Director of the North Miami Community Redevelopment Agency, Cornelius Shiver.

**VI. CRA EXECUTIVE DIRECTOR REPORT**

I just would like to thank the commission for your appointment, it's been a challenge and a journey. I want to thank Mr. Attorney, Mr. Kevin Crowder, and I welcome Mr. Neil Shiver, and I look forward to our future working together. Congratulations.

**VII. PUBLIC COMMENTS**

- *None*

**VIII. OLD BUSINESS**

- *None*

**IX. NEW BUSINESS**

- *None*

**X. ADJOURNMENT**

Motion to adjourn made by board member Galvin, seconded by board member Timothe. Motion carries with the three zero vote. The time is 6:26 PM.

**RESOLUTION NO. 2022- 020**

**A RESOLUTION OF THE CHAIR AND BOARD MEMBERS OF THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY, APPROVING THE FISCAL YEAR 2021-2022 AMENDED BUDGET; AUTHORIZING THE EXECUTIVE DIRECTOR TO TRANSMIT THE FISCAL YEAR 2021-2022 AMENDED BUDGET TO THE CITY OF NORTH MIAMI AND MIAMI-DADE COUNTY; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL ACTION NECESSARY TO COMPLETE THE APPROVAL PROCESS FOR THE FISCAL YEAR 2021-2022 AMENDED BUDGET WITH THE CITY OF NORTH MIAMI AND MIAMI-DADE COUNTY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Interlocal Cooperation Agreement (the “Agreement”) between the North Miami Community Redevelopment Agency (the “NMCRA”), the City of North Miami (the “City”) and Miami-Dade County (the “County”) requires, among other things, the NMCRA to annually adopt and transmit a budget and annual report to the County for review and approval by the Board of County Commissioners (the “Board”); and

**WHEREAS**, the Agreement also requires that the annual budget for the NMCRA be adopted by the NMCRA and the City prior to review and approval by the Board; and

**WHEREAS**, the NMCRA Fiscal Year 2021-2022 Budget was previously approved by the NMCRA, the City and the Board; and

**WHEREAS**, the NMCRA desires to amend the NMCRA Fiscal Year 2021-2022 Budget in certain respects; and

**WHEREAS**, the proposed NMCRA Fiscal Year 2021-2022 Amended Budget is attached hereto as Exhibit A; and

**WHEREAS**, all the expenses included in the NMCRA Fiscal Year 2021-2022 Amended Budget are in accordance with state law, interlocal agreements including the Agreement and the NMCRA Redevelopment Plan; and

**WHEREAS**, the Chair and Board Members of the NMCRA desire to approve the NMCRA Fiscal Year 2021-2022 Amended Budget.

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

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

**Section 2. Approval and Adoption of Amended Budget.** The NMCRA Fiscal Year

2021-2022 Amended Budget attached hereto as Exhibit A is hereby approved. All revenues and interest carried forward from the NMCRA Fiscal Year 2020-2021 Budget shall be appropriated as set forth in NMCRA Fiscal Year 2021-2022 Amended Budget and according to established guidelines and in accordance with applicable law.

**Section 3. Transmittal of Budget.** The Executive Director is hereby authorized to transmit the Fiscal Year 2021-2022 Amended Budget to the City and the County for review and approval thereby.

**Section 4. Authority of Executive Director.** The Executive Director is hereby authorized to take all action necessary to complete the approval process for the Fiscal Year 2021-2022 Amended Budget with the City and the County.

**Section 5. Effective Date.** This Resolution shall take effect immediately upon approval.

**PASSED AND ADOPTED** by a \_\_\_\_\_ vote of the Board of the North Miami Community Redevelopment Agency, this 13<sup>th</sup> day of September, 2022.

ATTEST:

NORTH MIAMI COMMUNITY  
REDEVELOPMENT AGENCY

\_\_\_\_\_  
VANESSA JOSEPH, ESQ.  
NMCRA SECRETARY

\_\_\_\_\_  
PHILIPPE BIEN-AIME  
CHAIR

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
TAYLOR ENGLISH DUMA LLP  
NMCRA ATTORNEY

SPONSORED BY: ADMINISTRATION

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

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

**Vote:**

Chair Philippe Bien-Aime

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

Board Member Alix Desulme	<input type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Board Member Mary Estimé-Irvin	<input type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Board Member Scott Galvin	<input type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Board Member Kassandra Timothe	<input type="checkbox"/> (Yes)	<input type="checkbox"/> (No)

3

EXHIBIT A  
NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY  
AMENDED FY2021-22  
(FY21-22 BEGINS OCTOBER 1, 2021)

	FY21-22 Approved Budget	FY21-22 Amended Budget
<b>REVENUES</b>		
City Tax Increment Revenue	7,939,428	7,939,428
County Tax Increment Revenue	4,939,962	4,939,962
Carryover from prior year (cash & equiv.)	4,358,477	4,358,477
Interest Earnings	26,000	26,000
Misc. Revenue	4,500	4,500
<b>(A) REVENUE TOTAL</b>	<b>17,268,367</b>	<b>17,268,367</b>
<b>EXPENDITURES</b>		
<b>Administrative Expenditures:</b>		
Accounting & Audits	18,451	18,451
Advertising & Notices	4,000	4,000
Local Travel	500	500
Other Admin. Exp (attach list)	863,600	863,600
County Admin Fee 1.5%	74,099	74,099
<b>(B) Subtotal Admin. Exp</b>	<b>960,650</b>	<b>960,650</b>
<b>Operating Expenditures:</b>		
Employee Salary & Fringe	500,000	542,000
Occupancy	100,000	100,000
Printing & Binding	10,000	10,000
Marketing/Promotional Events/Positioning	270,000	270,000
Out of Town Travel	7,000	7,000
Conferences & Meetings	7,000	7,000
Other Oper. Expenses (attach list)		
Legal Services/Court Costs	150,000	150,000
Professional Services	214,800	214,800
Public Safety Officers	-	-
Emergency Commercial Grants	-	-
Emergency Rental Assistance	-	-
Clean Team/Ambassadors	-	-
City Reqs - ERP/Trolleys	2,133,320	2,133,320
County TIF Refund	3,939,962	3,939,962
City TIF Refund	922,348	922,348
<b>CAPITAL PROJECTS - Grants &amp; Other</b>		
Commercial Incentives Program	900,000	900,000
Carryover Budgeted Grants	691,056	691,056
Eat Healthy Pilot/Local Farmers Prog.	100,000	100,000
License Plate Readers/Comm. Policing		
Art in Public Places	200,000	200,000
Housing Initiatives	816,743	816,743
Carryover Budgeted Grants/Housing	1,136,850	1,136,850
Public Safety Equipment	12,000	12,000
<b>CAPITAL PROJECTS - Infrastructure</b>		
Capital Maintenance	100,000	100,000
Capital/Infrastructure Grants	4,096,638	4,245,838
Carryover Funds for Budgeted Proj.	-	-
<b>(C) Subtotal Oper. Expenses</b>	<b>16,307,717</b>	<b>16,498,917</b>
<b>(D) Reserve/Contingency</b>	<b>-</b>	<b>-</b>
<b>EXPENDITURE TOTAL (B+C+D)</b>	<b>17,268,367</b>	<b>17,459,567</b>
	<b>FY21-22</b>	<b>FY21-22</b>
<b>CAPITAL PROJECTS</b>	<b>PROPOSED</b>	<b>AMENDED</b>
Pioneer Boulevard Renovation	100,000	100,000
Neighborhood Gateway Signs	-	-
Capital Project Management/Maintenance		
NW 7th Avenue Projects/Initiatives		666,000
Draining Flood Mitigation	-	-
Infrastructure Grants	3,666,638	3,000,638
Street Furniture for Major Corridors		
NW 7th Avenue/Design & Beautification	-	-
Griffin Center	130,000	130,000
NoMi Red Garden	-	-
Carryover Funds Budgeted Proj.	200,000	200,000
<b>Total Project Dollars:</b>	<b>4,096,638</b>	<b>4,096,638</b>
<b>YEAR END CARRY-OVER</b>	<b>0</b>	<b>(191,200)</b>

\* Projected Expenditures



**NORTH MIAMI CRA**  
COMMUNITY REDEVELOPMENT AGENCY

# **FY21-22 Amended Budget Line Items**

**9/23/22**



## Amended Tax Increment Revenue & Expenditures

	<b>Approved (FY 21-22)</b>
TIF City Contribution	\$ 7,939,428
TIF County Contribution	\$ 4,939,962
Carryover	\$ 4,358,477
Projected Interest on Investments	\$ 26,000
Misc. Revenue	\$ 4,500
<b>Total Revenues:</b>	<b>\$ 17,268,367</b>
 *NET City Contribution after refund of 45% of East side (\$922,348)	 <b>\$ 7,017,080</b>
**NET County Contribution after refund of West & East Sides (\$3,939,962)	<b>\$ 1,000,000</b>

	<b>(FY 21-22)</b>	<b>Amended (FY 21-22)</b>
Employee Salary & Fringe:	\$ 500,000	\$ 542,000
Capital/Infrastructure:	\$ 4,096,638	\$ 4,245,838
Subtotal Oper. Expenses:	\$ 16,307,717	\$ 16,498,917
NW 7 <sup>th</sup> Avenue Projects/Initiatives:	\$ 0.00	\$ 666,000
<b>TOTAL BUDGET</b>	<b>\$ 17,268,637</b>	<b>\$ 17,459,567</b>

**RESOLUTION NO. 2022-021**

**A RESOLUTION OF THE CHAIR AND BOARD MEMBERS OF THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY, APPROVING THE FISCAL YEAR 2022-2023 BUDGET; AUTHORIZING THE EXECUTIVE DIRECTOR TO TRANSMIT THE FISCAL YEAR 2022-2023 BUDGET TO THE CITY OF NORTH MIAMI AND MIAMI-DADE COUNTY; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL ACTION NECESSARY TO COMPLETE THE APPROVAL PROCESS FOR THE FISCAL YEAR 2022-2023 BUDGET WITH THE CITY OF NORTH MIAMI AND MIAMI-DADE COUNTY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Interlocal Cooperation Agreement (the “Agreement”) between the North Miami Community Redevelopment Agency (the “NMCRA”), the City of North Miami (the “City”) and Miami-Dade County (the “County”) requires, among other things, the NMCRA to annually adopt and transmit a budget and annual report to the County for review and approval by the Board of County Commissioners (the “Board”); and

**WHEREAS**, the Agreement also requires that the annual budget for the NMCRA be adopted by the NMCRA and the City prior to review and approval by the Board; and

**WHEREAS**, the proposed NMCRA Fiscal Year 2022-2023 Budget is attached hereto as Exhibit A; and

**WHEREAS**, all the expenses included in the NMCRA Fiscal Year 2022-2023 Budget are in accordance with state law, interlocal agreements including the Agreement and the NMCRA Redevelopment Plan; and

**WHEREAS**, the Chair and Board Members of the NMCRA desire to approve the NMCRA Fiscal Year 2022-2023 Budget.

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

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

**Section 2. Approval and Adoption of Budget.** The NMCRA Fiscal Year 2022-2023 Budget attached hereto as Exhibit A is hereby approved. All revenues and interest carried forward from the NMCRA Fiscal Year 2021-2022 Budget shall be appropriated as set forth in NMCRA Fiscal Year 2022-2023 Budget and according to established guidelines and in accordance with applicable law.

**Section 3. Transmittal of Budget.** The Executive Director is hereby authorized to

transmit the Fiscal Year 2022-2023 Budget to the City and the County for review and approval thereby.

**Section 4. Authority of Executive Director.** The Executive Director is hereby authorized to take all action necessary to complete the approval process for the Fiscal Year 2022-2023 Budget with the City and the County.

**Section 5. Effective Date.** This Resolution shall take effect immediately upon approval.

**PASSED AND ADOPTED** by a \_\_\_\_\_ vote of the Board of the North Miami Community Redevelopment Agency, this 13<sup>th</sup> day of September, 2022.

ATTEST:

NORTH MIAMI COMMUNITY  
REDEVELOPMENT AGENCY

\_\_\_\_\_  
VANESSA JOSEPH, ESQ.  
NMCRA SECRETARY

\_\_\_\_\_  
PHILIPPE BIEN-AIME  
CHAIR

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
TAYLOR ENGLISH DUMA LLP  
NMCRA ATTORNEY

SPONSORED BY: ADMINISTRATION

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

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

**Vote:**

Chair Philippe Bien-Aime  
Board Member Alix Desulme  
Board Member Mary Estimé-Irvin  
Board Member Scott Galvin  
Board Member Kassandra Timothe

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

EXHIBIT A  
NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY  
FY 2022-23  
(FY21-22 BEGINS OCTOBER 1, 2022)

	FY21-22	FY22-23
	YTD	Proposed
REVENUES	Budget	Budget
City Tax Increment Revenue	7,939,428	8,729,753
County Tax Increment Revenue	4,939,962	6,110,822
Carryover from prior year (cash & equiv.)	4,358,477	6,461,453
Interest Earnings	26,000	26,000
Misc. Revenue	4,500	4,500
<b>(A) REVENUE TOTAL</b>	<b>17,268,367</b>	<b>21,332,528</b>
EXPENDITURES		
<b>Administrative Expenditures:</b>		
Accounting & Audits	18,451	18,451
Advertising & Notices	4,000	4,000
Local Travel	500	500
Other Admin. Exp (attach list)	863,600	863,600
County Admin Fee 1.5%	74,099	91,662
<b>(B) Subtotal Admin. Exp</b>	<b>960,650</b>	<b>978,213</b>
<b>Operating Expenditures:</b>		
Employee Salary & Fringe	500,000	750,000
Occupancy	100,000	130,000
Printing & Binding	10,000	20,000
Marketing/Promotional Events/Positioning	270,000	295,000
Out of Town Travel	7,000	10,000
Conferences & Meetings	7,000	10,000
Other Oper. Expenses (attach list)		
Legal Services/Court Costs	150,000	150,000
Professional Services	214,800	400,000
Public Safety Officers		
Emergency Commercial Grants		
Emergency Rental Assistance		
Clean Team/Ambassadors		
City Reqs - ERP/Trolleys	2,133,320	367,546
County TIF Refund	3,939,962	5,110,822
City TIF Refund	922,348	1,140,441
<b>CAPITAL PROJECTS - Grants &amp; Other</b>		
Commercial Incentives Program	900,000	1,500,000
Carryover Budgeted Grants	651,056	1,241,595
Eat Healthy Pilot/Local Farmers Prog.	100,000	100,000
License Plate Readers/Comm. Policing		
Art in Public Places	200,000	416,000
Housing Initiatives	816,743	1,097,044
Carryover Budgeted Grants/Housing	1,136,850	1,033,101
Public Safety Equipment	12,000	-
<b>CAPITAL PROJECTS - Infrastructure</b>		
Capital Maintenance	100,000	400,000
Capital/Infrastructure Grants	4,096,638	5,712,765
Carryover Funds for Budgeted Proj.		
<b>(C) Subtotal Oper. Expenses</b>	<b>16,267,717</b>	<b>19,884,314</b>
<b>(D) Reserve/Contingency</b>		
<b>EXPENDITURE TOTAL (B+C+D)</b>	<b>17,228,367</b>	<b>20,862,527</b>
	FY21-22	FY21-23
	YTD	YTD
<b>CAPITAL PROJECTS</b>		
Pioneer Boulevard Renovation	100,000	300,000
Neighborhood Gateway Signs	50,000	50,000
Capital Project Management/Maintenance		
NW 7th Avenue Projects/Initiatives	666,000	
Draining Flood Mitigation		
Infrastructure Grants	3,000,638	5,712,765
Street Furniture for Major Corridors		
NW 7th Avenue/Design & Beautification		
Griffin Center	130,000	130,000
NoMi Red Garden		
Carryover Funds Budgeted Proj.	200,000	1,569,907
<b>Total Project Dollars:</b>	<b>4,146,638</b>	<b>5,584,122</b>
<b>YEAR END CARRY-OVER</b>	<b>40,000</b>	<b>470,001</b>



**NORTH MIAMI CRA**  
COMMUNITY REDEVELOPMENT AGENCY

# **FY22-23 Proposed Budget Presentation**

**9/13/22**

1



## Tax Increment Revenue Payments

	<b>Amended (FY 21-22)</b>	<b>(FY 22-23)</b>
TIF City Contribution	\$ 7,939,428	\$ 8,729,753
TIF County Contribution	\$ 4,939,962	\$ 6,110,822
Carryover	\$ 4,358,477	\$ 6,461,753
Projected Interest on Investments	\$ 26,000	\$ 26,000
Misc. Revenue	\$ 4,500	\$ 4,500
<b>Total Revenues:</b>	<b>\$ 17,268,367</b>	<b>\$ 21,332,528</b>



## Proposed Expenditures

	<b>Amended (FY 21-22)</b>	<b>(FY 22-23)</b>
Total Administrative Expenses:	\$ 960,650	\$ 978,213
Total Operating Expenses:	\$ 3,392,120	\$ 2,122,546
Total Refund to Taxing Authorities	\$ 4,862,310	\$ 6,251,263
Capital Improvement	\$ 8,053,287	\$ 11,980,506
<b>TOTAL BUDGET</b>	<b>\$ 17,268,367</b>	<b>\$ 21,332,528</b>

Administrative Costs	5%
Operating Costs	10%
Refund to Taxing Authorities	29%
Capital Costs	56%

### **Contributions to the City of North Miami**

FY22-23 NMCRA Refund to the City	45% TIF of Solé Miami	\$ 1,140,441
60% Funding of ERP		\$ 155,386
Trolley Acquisition		\$ <u>212,160</u>
City Total Contributions		<b>\$ 1,507,987</b>

County TIF Refund		<b>\$ 5,110,822</b>
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### 2022-23 Initiatives

- Continue funding the Enterprise Resource Planning (ERP) upgrade
- Continue funding acquisition, operations and maintenance of NoMi Trolleys
- Commercial Grants Programs: support small businesses with new and existing construction and buildout costs
- Residential Rehabilitation Program for single & multi family units
- Eat Healthy/Farmer's Market Pilot Program
- Continue Arts in Public Places Program: finalize sculpture garden & murals
- Finalize Phase 2 of Pioneer Boulevard Renovation
- NW 7<sup>th</sup> Avenue Beautification / Streetscape and Painted Crosswalks
- Infrastructure Grants: Gardens @ Residences, 475 North Miami, LLC. (Art & Tec), Allure North Miami, and Rucks Park Clean-up
- TIF Grants: Kayla @ Library Place, Partners of 645 LLC & Solo Miami
- Implement a NMCRA First-time Homebuyers Program
- Amend Redevelopment Plan
- Issuance of Revenue Bonds



# BUDGET NARRATIVE

## Fiscal Year 2022-23



**NORTH MIAMI CRA**  
COMMUNITY REDEVELOPMENT AGENCY

## BOARD OF COMMISSIONERS

Commissioner Philippe Bien-Aime	Board Chairperson
Commissioner Alix Desulme, Ed.D.	Board Member
Commissioner Mary Estimé-Irvin	Board Member
Commissioner Kassandra Timothe, MPA	Board Member
Commissioner Scott Galvin	Board Member

## ADVISORY COMMITTEE

Michael McDearmaid	Committee Chairperson
Ashaki Bronson-Marcellus	Committee Member
Blanco Cobo	Committee Member
Brenda AlFaro	Committee Member
Edwidge Clark	Committee Member
Holly Cohen	Committee Member
Kenneth Each	Committee Member
Karol Geimer	Committee Member
Marie Metellus	Committee Member
Pierre Charles	Committee Member
Robert Husted	Committee Member
Sara McDevitt	Committee Member

## EXECUTIVE STAFF

Cornelius Shiver, Esq.	Executive Director
Steven W. Zelkowitz, Esq.	Board Attorney
Vanessa Joseph, Esq.	Board Secretary



North Miami Community Redevelopment  
Agency

## OUR HISTORY

On July 13, 2004 the Board of County Commissioners (BCC) adopted Resolution R-937-04, which approved the Finding of Necessity and established the North Miami Community Redevelopment Agency "NMCRA". On June 7, 2005, the BCC adopted Resolution R-610-05 establishing, among other terms and conditions, the NMCRA Trust Fund, providing for the appropriation of County Funding at the rate of 95% of the County's portion of Tax Increment Funds for a period up to 30 years. On February 17, 2017, an Interlocal Cooperation Agreement ("Second Amendment") between Miami Dade County (County), the City of North Miami (City)



and NMCRA requires NMCRA to refund the County's Tax Increment Financing payment contributed by the County remaining in the Trust Fund after any refund back to the County in excess of One Million Dollars, the NMCRA shall also refund to the County any excess above the One Million Dollars. Since FY 2016-2017 through FY 2021-22, under the mentioned \$1 Million cap, the NMCRA has refunded \$14,143,743 back to the County. Under this proposed FY 2022-2023 NMCRA Budget, the cap refund due to the County is \$5,110,822. Including this proposed Budget, the County cap refund since FY 2016-2017 would total \$19,254,565.



## NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY FY 2022-23 PROJECTED REVENUE

Total revenue in FY2022-23 for the NMCRA will total \$21,332,528. The sources of revenue for FY2022-23 include tax increment revenue payments from the City of North Miami of \$8,729,753 and Miami-Dade County of \$6,110,822 respectively and an estimated carryover from FY2021-22 of \$6,461,453 for planned projects and \$26,000 from interest on investments and other revenues.

### Tax Increment Revenue Payments

	(FY 21-22)	(FY 22-23)
TIF City Contribution	\$ 7,939,428	\$ 8,729,753
TIF County Contribution	\$ 4,939,962	\$ 6,110,822
County Refund	\$ 0	\$ 0
Carryover	\$ 4,358,477	\$ 6,461,453
Projected Interest on	\$ 26,000	\$ 26,000
Misc. Revenue	\$ 4,500	\$ 4,500
<b>Total Revenues:</b>	<b>\$ 17,268,367</b>	<b>\$ 21,332,528</b>

### NMCRA FY2022-23 PROJECTED EXPENSES

The North Miami Community Redevelopment Agency will focus on the following initiatives for Fiscal Year 2022-23:

- Continue with assisting small businesses through financial initiatives such as business grants to improve properties, operations and to provide technical assistance.
- Continue the Business Attraction grant program to continue attracting new and innovative businesses to the NMCRA redevelopment area
- Continue funding the single-family and multi-family rehabilitation programs and other housing initiatives as appropriate.
- Expand NMCRA staff and personnel resources to include grant coordinators and in-house counsel.
- Finalize renovations at Pioneer Blvd phase 2 which includes pedestrian walkways along the Boulevard and street furniture.
- Continue Arts in Public Places program, to beautify and/or activate unexpected pockets of the downtown and other major corridors. Focus will be murals, public art banners, and various initiatives.
- Continue to fund NOMI Trolleys to provide quality free transportation for residents and the community within NMCRA redevelopment area.
- Continue to fund upgrades to the city's ERP system to allow for greater and faster responses to residents, businesses and developers. This will facilitate reporting of CRA activities to the public with more efficient access to data from within the CRA.
- Fund Infrastructure Grants for large scale mixed use development projects approved by the Board.
- Fund P3 initiatives including planning and consulting services.

## NMCRA FY 21-22 ACCOMPLISHMENTS

This past year NMCRA staff accomplished the following:

- Launched U-Wrap NoMi at Griffing Park: Completed (40) utility boxes wrapping installations
- Continued funding Business Attraction grants post the COVID-19 global pandemic; five (5) new businesses were awarded.
- Funded Infrastructure Grants to 475 North Miami LLC (Art and Tec), Allure North Miami, and Rucks Park.
- Residences at NoMi Infrastructure Grant was defunded due to developer inaction and inability to secure financing.
- Street Furniture: Projected initiated. Replace old NMCRA trash receptacles and add new ones.
- Renovation at Pioneer Blvd Phase 1: Repaired fountain, and arches installation of new book benches, and replaced trash receptacles.
- Continued assisting residents through the NMCRA Residential Rehabilitation Grant Program
- Completed Art on the Plaza, which is a yearlong series of newly commissioned, temporary public artworks by Miami-based artists on the MOCA Plaza.
- NW 7th Avenue Beautification \$150,000: Funds were used to match an FDOT grant awarded to beautify medians of NW 7th Avenue, between NW 119th Street and NW 143rd Street and painted corridors. Completed 2022.

### Muralscape Project



## **ADMINISTRATIVE EXPENDITURES**

### **1. Annual Audit \$18,451**

The CRA will hire an independent auditor for its annual audit, required by state statutes.

### **2. Advertising and Notices \$4,000**

Legal notices and advertisements for CRA Board, CRA Advisory Committee, Annual Report, special meetings, workshops, and public information.

### **3. Local Travel \$500**

### **4. Other Administrative Expenses (\$863,600)**

- a) **Administrative Support \$600,000:** As per the 2005 Interlocal Cooperation Agreement approved by Miami-Dade County BCC, a maximum of 6% of administrative overhead costs are allowed. Funds to be used to receive support services in areas of: Information Technology, Financial Management, Procurement, Risk Management, Personnel, Public Works, and other support as needed.
- b) **Other Administrative Expenses \$16,600:** Overhead expenses include operating supplies, bank fees, postage, professional organization membership dues, subscription to publications, communication services and, education program. Specifically this amount includes professional memberships and fees for Florida Redevelopment Agency, Florida Department of Economic Affairs and publications for Miami Herald, South Florida Business Journal and Daily Business Review.
- c) **Administrative Staff Salaries & Fringes \$222,000**
- d) **Office Utilities/Maintenance \$11,000**
- e) **Insurance \$14,000**

### **5. County Administrative Charge \$91,662**

Required County Fee at 1.5% of County's tax increment contribution.

**Total Administrative Expenses including salary/fringe** **\$978,213**

## **OPERATING EXPENDITURES**

### **1. Employee Salary and Fringe (\$750,000)**

Operating personnel costs for day to day operations and management of NMCRA initiatives, grants, housing and capital projects. The NMCRA seeks to hire new personnel to carry out the missions of the NMCRA. Those duties will be consolidated within the NMCRA staff duties and operations.

- 1 Executive Director
- 2 Operations & Programs Managers
- 1 In-house Legal Counsel
- 1 Commercial Grants Administrator
- 1 Residential Grants Administrator
- 1 Sr. Administrator
- 1 Arts in Public Places Manager
- 1 Street Sweeper Driver

### **2. Occupancy \$130,000:** Costs associated with renting office space.

### **3. Printing and Publishing \$10,000 NM**

Costs associated with producing agendas / annual reports and other documents required by the NMCRA Board, and the NMCRA Advisory Committee. Also included are developer recruitment packages, welcome packages including annual public information, collateral materials, posters and banners other documents needed to provide economic overview of the City & NMCRA.

### **4. Marketing & Promotional Events \$295,000**

Through promotional activities, the NMCRA will promote its initiatives and activities to new businesses and developers interested in doing business and applying for existing programs and incentives. Specifically relating to the Downtown Redevelopment Initiative to inform the NoMi community, developers and general public, through mailers, ads to name a few. Additionally, MOCA Pop-Ups will replace Jazz at MOCA enhancements previously funded by the NMCRA.

### **5. Out of Town Travel \$10,000**

Costs associated to presentations and meetings related to Capital Investment Projects, and attendance of conferences to market CRA projects.

**6. Conferences & Meetings \$10,000**

Costs associated with the registration and possibly virtual attendance of the Florida Redevelopment Association Annual Conference for NMCRA Staff, and Board. Additional conferences include the Public Private-Partnership and the Florida Redevelopment Association Annual Conference (FRA).

**7. Legal Services Costs \$150,000**

Outside (non-city) legal assistance for development agreements/legal issues and attendance at CRA Board Meetings. The law firm shall provide continuous services as General Counsel and additional services consisting of representation of the NMCRA, counseling, giving legal advice, formulating legal strategy, and acting as legal counsel with respect to the governance and operations of the NMCRA. "Legal services" shall include draft and review of contracts and agreements, and the rendering of legal opinions as requested by the NMCRA or members of its governing board.

**8. Professional Services \$400,000**

Costs associated with consultants for redevelopment, bond issuance consultants and financial advisors.

**9. NoMi Trolleys \$212,160**

Final funding for purchase, operating and maintenance of NMCRA Trolley to match City's trolley upgrades. Following Goal # 10 of the NMCRA Amended Plan to support and provide for safe, convenient and efficient transportation for the community within the CRA.

**10. Enterprise Resource Planning (ERP) Upgrade \$155,386**

Fund partial upgrade to the City's ERP system to allow for more effective and efficient rapport with residents, businesses and developers. The NMCRA covers 60% of the city area and access to data within such a large footprint requires more updated technology. This will facilitate reporting of CRA activities to the public with more efficient access to data.

**11. Refund to Miami-Dade County for West and East Portions \$5,110,822**

As per the Second and Third Interlocal Cooperation Agreement, NMCRA is required to refund any and all TIF revenues in excess of \$1 million.

**12. Refund to City of North Miami for East Side Portion \$1,140,441**

As per the December 6, 2016 Interlocal Agreement, NMCRA will reimburse City of North Miami 45% Tax Increment Revenue for the east side of the area.

Additionally, the NMCRA is expecting a refund of \$252,198 of overpayment for Sole Mia revenues for FY18-19, FY19-20, & FY20-21 which will be deducted over the next two (2) years of TIF revenue.

<b>Operating Subtotal:</b>	<b>\$2,122,546</b>
<b>Total Refund due to City/County</b>	<b>\$6,251,263</b>
<b><u>Total Operating:</u></b>	<b><u>\$8,373,809</u></b>

### **CAPITAL AND INFRASTRUCTURE PROJECTS EXPENDITURES**

#### **1. a) Capital Grants Projects – Commercial Grants & Other Incentives \$3,257,596**

- \$1,241,596 previously awarded commercial grants but not completed by fiscal year end.
- \$1,500,000 in grants to assist businesses survive post impact of the COVID-19 global pandemic and to fund new grants; Commercial Rehabilitation, Business Attraction, Capacity Building & Retention and Beautification and Enhancement, the CRA will assist properties to enhance their visibility, attract new business and new development. Through the updated Redevelopment Plan additional incentive programs may be developed and offered to businesses and property owners. Every project must be approved by the NMCRA, and is subject to fund availability.
- \$100,000 Eat Healthy Pilot Farmers Market Program for NoMi Residents to grow and sale vegetables, providing healthy and affordable food alternatives the community and creating opportunities for entrepreneurship. Similar to Dania Beach CRA PATCH Program (People's Access to Community Horticulture). Stalled due to the COVID-19 global pandemic.
- \$416,000 Arts In Public Places: This multi-year initiative will span across the CRA area. Funds to be used for murals, street pole banners, and various initiatives. Future areas are along West Dixie Highway and the Arts & Entertainment District.

#### **b) Capital Grants Projects – Housing Initiatives \$2,130,145**

- \$1,033,101 carried over from Residential Rehabilitation and NoMi Lofts Project.
- \$1,097,044 of new funds to be used for single-family rehabilitation and multi-family rehabilitation.

#### **2. Capital & Infrastructure Grant Projects: \$6,892,765**

**Capital Maintenance \$400,000:** Costs associated with maintaining capital projects completed to include but not limited to: electricity, repairs and supplies.

- **Renovation of Pioneer Boulevard \$300,000:** Phase 2 of the NMCRA capital project accomplished. Funds will be used for pedestrian walkway along the Boulevard, and street furniture to turn into a passive park area for residents.



**COMPLETED PROJECTS: PIONEER BLVD.**

Phase 1 – Renovation at Pioneer Blvd

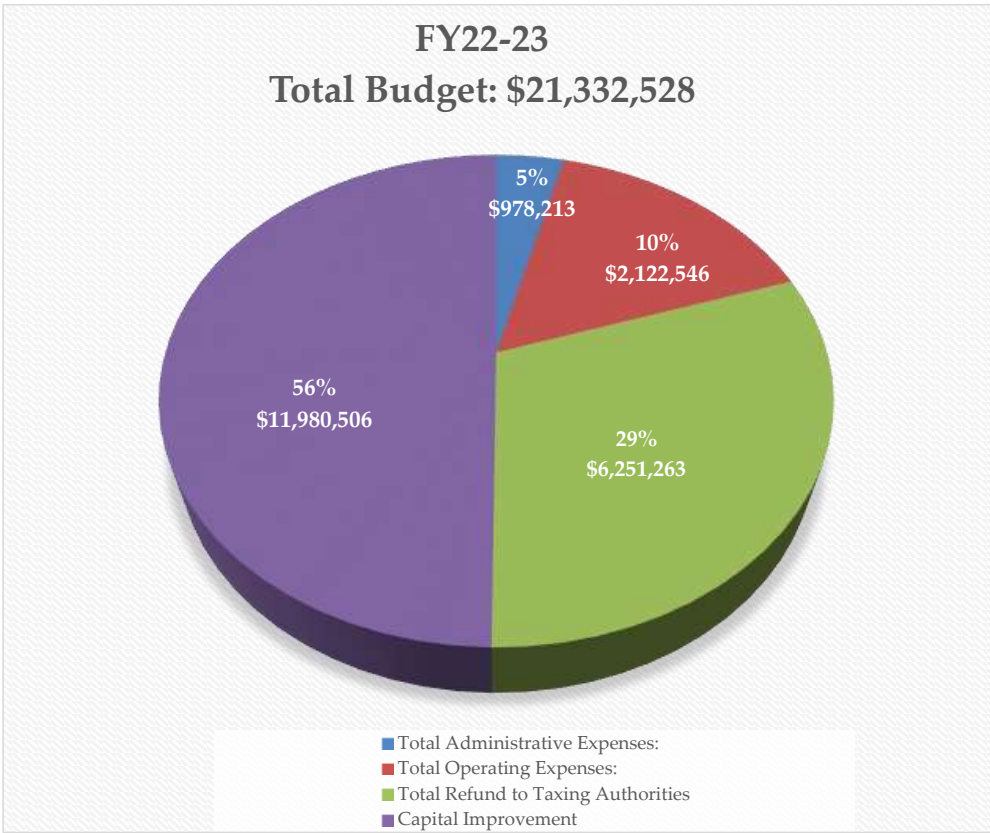
- Repaired Fountain and arches
- New Book Benches & Trash Receptacles



- **Neighborhood Gateway Signs \$50,000:** Gateway signs in residential areas of Alhambra Circle and Sunkist Grove. The signs masterplan was sponsored by the NMCRA in 2012. However not all residential gateway signs were done at that time. Stalled due to the COVID-19 global pandemic.
- **Griffing Community Center Design \$130,000**
- **Infrastructure Grants \$5,712,765:** Funding multi-year projects for workforce affordable housing:
  - 475 North Miami, LLC: 28 unit mixed-use projects of which 18% will be earmarked for affordable housing.
  - Allure North Miami: 360+/- residential units of which 25 units will be earmarked for affordable housing.
  - Gardens at Residences: Funding of 370 workforce housing units of which 38 set aside for low income affordable housing.
  - Rucks Park Clean-up: Clean-up of contaminated site in preparation of future affordable housing development of approximately 200 low income affordable housing units.

**Total Capital:** **\$11,980,506**

	(FY21-22)	(FY22-23)
Total Administrative Expenses:	\$ 960,650	\$ 978,213
Total Operating Expenses:	\$ 3,392,120	\$ 2,122,546
Total Refund to Taxing Authorities	\$ 4,862,310	\$ 6,251,263
Capital Improvement	\$ 8,053,287	\$ 11,980,506
TOTAL BUDGET	\$ 17,268,367	\$ 21,332,528



**RESOLUTION NO. 2022 - 022**

**A RESOLUTION OF THE CHAIR AND BOARD MEMBERS OF THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY APPROVING THE ART IN COMMERCIAL AND MIXED USE DEVELOPMENTS PROGRAM FOR THE ACQUISITION, MANAGEMENT AND MAINTENANCE OF WORKS OF ART IN COMMERCIAL AND MIXED USE DEVELOPMENTS RECEIVING FINANCIAL ASSISTANCE FROM THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL STEPS NECESSARY AND APPROPRIATE TO IMPLEMENT THE ART IN COMMERCIAL AND MIXED USE DEVELOPMENTS PROGRAM; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the mission of the North Miami Community Redevelopment Agency (“NMCRA”) is to promote economic development and enhance the quality of life by eliminating and preventing slum and blighted conditions through the facilitation of community partnerships, business growth, job creation, and neighborhood rehabilitation; and

**WHEREAS**, on September 18, 1973, the Miami-Dade Board of County Commissioners passed and adopted Ordinance No. 73-77 entitled, Miami-Dade Art in Public Places (“Ordinance”); and

**WHEREAS**, the Ordinance requires Miami-Dade County (“County”) and each municipality in the County to provide for the acquisition of works of art equivalent in value to not less than one and one-half percent (1.5%) of the construction cost of new governmental buildings; and

**WHEREAS**, pursuant to Ordinance No. 1291, the City of North Miami (“City”) adopted an Art in Public Places program (“APP”) for the implementation, administration and management of the APP by City administration; and

**WHEREAS**, in order to further its statutory mission the NMCRA desires to adopt a policy similar to the APP in order to provide for the acquisition, management and maintenance of works of art in new commercial and mixed-use developments receiving financial assistance from the NMCRA; and

**WHEREAS**, the Chair and Board Members of the NMCRA desire to adopt the Art in Commercial and Mixed-Use Developments Program as set forth herein.

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

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

**Section 2. Adoption of Art in Commercial and Mixed Use Developments Program.** The Art in Commercial and Mixed Use Developments Program is hereby adopted as follows:

A. Intent. The NMCRA hereby prescribes an Art in Commercial and Mixed-Use Developments Program for the acquisition, management and maintenance of works of art in commercial and mixed-use developments receiving financial assistance from the NMCRA.

B. Definitions. For the purpose of this Program, the following terms are hereby defined:

1. Construction cost is defined to include architectural and engineering fees, consulting fees, site work, and contingency allowances. It does not include land acquisition or subsequent changes to the construction contract through change orders. All construction costs shall be calculated as of the date the contract is executed.

2. Commercial and mixed-use developments are defined as new construction of a commercial or mixed-use development (i.e., any development other than a single-family residential unit but specifically includes multi-family residential developments) within the community redevelopment area, or the substantial rehabilitation or improvement of an existing commercial or mixed-use development with the community redevelopment area if:

a. The cost of the rehabilitation or improvements exceeds fifty percent (50%) of the total value of the existing commercial or mixed use development; or

b. The rehabilitation or improvement results in a fifty percent (50%) or more increase in the existing commercial or mixed-use development's square footage.

3. Financial assistance from the NMCRA is defined as anything of value provided by the NMCRA for the construction or rehabilitation of the commercial or mixed-use development including, but not limited to grant and/or tax increment financing rebates of real property taxes.

4. Works of art is defined as the application of skill and taste to production of tangible objects, according to aesthetic principles, including, but not limited to, paintings, sculptures, engravings, carvings, frescoes, mobiles, murals, collages, mosaics, statues, bas-reliefs, tapestries, photographs, lighting designs and drawings.

C. NMCRA Financial Incentives to Include Amount for Works of Art. The recipient of the financial assistance from the NMCRA shall provide for the acquisition of works of art equivalent in value to not less than one and one-half percent (1.5%) of the construction cost of new or substantially rehabilitated commercial or mixed use development projects. Municipal, state, federal, private and other non-NMCRA funds for new or substantially rehabilitated commercial or mixed use development projects are subject to the one and one-half percent (1.5%) art requirement. In addition to acquisition, the appropriation may be used for:

1. Program administrative costs, insurance costs, the repair and maintenance cost of any works of art acquired under this Program; or

2. To supplement other appropriations for the acquisition of works of art under this Program.

D. Procurement Process. Works of art shall be chosen by the City of North Miami's Art Selection Committee through a transparent, competitive, quality-based procurement process. Procurement decisions shall be based on those responses received from artists to a request for proposals or request for qualifications, pursuant to the City of North Miami's procurement code. All selections of artists and acquisitions of works of art shall be in accordance with the City of North Miami's procurement code, as may be amended from time to time.

E. Waiver of Requirements. The requirements of this Program may be waived by resolution of the NMCRA Board when and if it appears to the NMCRA Board that a project covered hereunder is not appropriate for the application of the above requirements.

F. Ownership and Upkeep. Ownership of all works of art acquired by the NMCRA under this Program is vested in the NMCRA and, upon the sunset of the NMCRA, then in the City of North Miami. The Executive Director is charged with the custody, supervision, maintenance and preservation of such works of art. In each instance, the NMCRA shall acquire title to each work of art acquired. The recipient of the financial assistance from the NMCRA or the owner of the property on which the work of art is located shall enter into such agreements as necessary and appropriate as determined by the NMCRA for access to and maintenance of the works of art. Such may include license or easement agreements as determined by the NMCRA.

G. Personnel. The Executive Director shall provide adequate and competent clerical and administrative personnel as may be reasonably required by for the proper performance of the duties under this Program, subject to budget limitations.

**Section 3.** **Effective Date.** This resolution shall take effect immediately upon approval.

PASSED AND ADOPTED by a \_\_\_\_\_ vote of the Board of the North Miami Community Redevelopment Agency, this 13<sup>th</sup> day of September, 2022.

ATTEST:

NORTH MIAMI COMMUNITY  
REDEVELOPMENT AGENCY

\_\_\_\_\_  
VANESSA JOSEPH, ESQ.  
NMCRA SECRETARY

\_\_\_\_\_  
PHILIPPE BIEN-AIME  
CHAIR

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
TAYLOR ENGLISH DUMA LLP LLC  
NMCRA ATTORNEY

SPONSORED BY: ADMINISTRATION

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

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

Vote:

Chair Philippe Bien-Aime  
Board Member Alix Desulme  
Board Member Mary Estimé-Irvin  
Board Member Scott Galvin  
Board Member Kassandra Timothe

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



To: North Miami CRA Board

From: Cornelius Shiver, Esq.  
Executive Director

Date: September 13, 2022

Re: **NMCRA Art in Public Places Policy**

The North Miami Community Redevelopment Agency, ("NMCRA") seeks to adopt the City of North Miami Ordinance 1291 which prescribe an art in public places program for the acquisition, and maintenance of works of art in new public buildings.

The proposed NMCRA art in public places program applies to commercial and mixed-use developments receiving financial assistance from the NMCRA.

The NMCRA is requesting your review and approval of the NMCRA Arts in Public Places Policy

This policy will be effective as of September 13th 2022.

**Staff recommends approval.**

**735 NE 125 St., Ste. 100, North Miami, FL 33161 | P: 305.895.9839 | F: 305.895.9822 | [NorthMiamiCRA.org](http://NorthMiamiCRA.org)**

<b>CRA Board</b>	<b>Philippe Blen-Aime</b> Chairman	<b>Alix Desulme, Ed.D.</b> Vice-Chairman	<b>Mary Estime-Irvin</b> Board Member	<b>Scott Galvin</b> Board Member	<b>Kassandra Timothe, MPA</b> Board Member	<b>Cornelius Shiver, Esq.</b> Executive Director	<b>Steven W. Zeikowitz, Esq.</b> CRA Attorney	<b>Vanessa Joseph, Esq.</b> CRA Secretary
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**ORDINANCE NO. 1291**

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AMENDING CHAPTER 29, ARTICLE 5 OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI, ENTITLED "DEVELOPMENT STANDARDS," BY CREATING A NEW DIVISION 21 ENTITLED "ART IN PUBLIC PLACES," TO PRESCRIBE AN ART IN PUBLIC PLACES PROGRAM FOR THE ACQUISITION, MANAGEMENT AND MAINTENANCE OF WORKS OF ART IN NEW PUBLIC BUILDINGS AS REQUIRED BY MIAMI-DADE COUNTY REGULATIONS; PROVIDING FOR REPEAL, CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, on September 18, 1973, the Miami-Dade Board of County Commissioners passed and adopted Ordinance No. 73-77 entitled, Miami-Dade Art in Public Places ("Ordinance"); and

**WHEREAS**, the Ordinance requires Miami-Dade County ("County") and each municipality in the County to provide for the acquisition of works of art equivalent in value to not less than one and one-half percent (1.5%) of the construction cost of new governmental buildings; and

**WHEREAS**, at a recent meeting with local governments, the County Department of Cultural Affairs reiterated the responsibility of local governments to comply with the Ordinance; and

**WHEREAS**, the City of North Miami ("City") is obligated to provide an Art in Public Places program ("APP") as specifically set forth in Section 2-11.15, Miami-Dade County Code of Ordinances; and

**WHEREAS**, in order to comply with the APP guidelines, the City has the option of administering its own public arts program or working with the County to administer and manage the APP on behalf of the City for a fee of fifteen percent (15%) of the total public arts fund; and

**WHEREAS**, the Mayor and City Council of the City of North Miami have determined that the implementation, administration and management of the APP by City administration

pursuant to the proposed amendment to Section 7-151 of the Code of Ordinances, would best serve the interests of the Community.

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

**Section 1.** Chapter 29, Article 5, of the Code of Ordinances of the City of North Miami, entitled "Development Standards" is hereby amended by creating a new Division 21 entitled "Art in Public Places," to prescribe an Art in Public Places program for the acquisition, management, and maintenance of works of art in new public buildings as required by Miami-Dade County regulations, as follows:

## **CHAPTER 29. LAND DEVELOPMENT REGULATIONS**

\* \* \* \* \*

### **Article 5. DEVELOPMENT STANDARDS**

\* \* \* \* \*

#### **Division 21. Art in Public Places.**

##### **Section 5-2101. General.**

**A. Intent.** The City of North Miami hereby prescribes an art in public places program for the acquisition, management and maintenance of works of art in new public buildings, pursuant to Miami-Dade County regulations.

**B. Definitions.** For the purpose of this section, the following terms are hereby defined:

**1. Construction cost** is defined to include architectural and engineering fees, consulting fees, site work, and contingency allowances. It does not include land acquisition or subsequent changes to the construction contract through change orders. All construction costs shall be calculated as of the date the contract is executed.

**2. New public building** is defined as new construction of a public facility, or the substantial rehabilitation or improvement of an existing public facility if:

- a. The cost of the rehabilitation or improvement exceeds fifty percent (50%) of the total value of the existing public facility; or**
- b. The rehabilitation or improvement results in a fifty percent (50%) or more increase in the existing public facility's square footage.**

3. *Works of art* is defined as the application of skill and taste to production of tangible objects, according to aesthetic principles, including, but not limited to, paintings, sculptures, engravings, carvings, frescoes, mobiles, murals, collages, mosaics, statues, bas-reliefs, tapestries, photographs, lighting designs and drawings.

C. *Appropriation for construction to include amount for works of art.* The City shall provide for the acquisition of works of art equivalent in value to not less than one and one-half percent (1.5%) of the construction cost of new public buildings. Municipal, state, federal, private and other non-City funds for capital projects are subject to the 1.5% public art requirement. In addition to acquisition, the appropriation may be used for:

1. Program administrative costs, insurance costs, the repair and maintenance cost of any works of art acquired under this section; or

2. To supplement other appropriations for the acquisition of works of art under this section or to place works or art in, on, or near government facilities which have already been constructed.

D. *Procurement process.* Works of art shall be chosen by a selection committee through a transparent, competitive, quality based procurement process. Procurement decisions shall be based on those responses received from artists to the City's request for proposals or City's request for qualifications, pursuant to the City's procurement code.

E. *Waiver of requirements.* The requirements of this section may be waived by resolution of the City Council when and if it appears to said Council that a construction project covered hereunder is not appropriate for the application of the above requirements.

#### **Section 5-2102. Art Selection Committee.**

A. The City Manager or City Manager designee shall establish the Art Selection Committee to administer the program and facilitate the program's intent.

B. *Powers and Duties.* The Art Selection Committee shall screen artists' submissions and will select the acquisitions of work of art for each qualified project. In addition to selection, the Committee's responsibility shall include planning, inventory and the provision of maintenance services of all works of art acquired by the program.

C. *Membership; Qualifications.* The Committee shall be composed of five (5) members appointed by the City Manager. Committee members must be knowledgeable in the field of art, architecture, art education, art history, or architectural history, and may not operate, own or be employed by any art dealer, art gallery or artists' representative. Committee members serve at the pleasure of the City Manager.

D. Selection Criteria. All selections of artists and acquisitions of works of art shall be in accordance with the City's procurement code, as may be amended from time to time. In the selection process, the following principles shall be observed:

1. Works of art shall be located in areas where residents and visitors live and congregate and shall be highly accessible and visible.
2. Committee members should consider the inherently intrusive nature of public art on the lives of those frequenting public places. Artworks reflecting enduring artistic concepts, not transitory ones, should be sought.
3. The Committee's selections must reflect the cultural and ethnic diversity of the City without deviation from a standard of excellence.
4. Consideration will be given to previous artistic accomplishments as demonstrated in images of previously completed artwork, public art experience, and/or initial approach the project as demonstrated in the artist's proposal.
5. Final selection shall also take into account appropriateness to the site, permanence of the work in light of environmental conditions at the site, maintenance requirements, quality of the work, likelihood that the artist can successfully complete the work within the available funding, diversity of works already acquired by the City, diversity of the artists whose work has been acquired by the City.
6. Art in Public Places funds will be used solely for commissioning works of art with professional artists contracted with to create the works of art.
7. For Building Better Communities General Obligation Bonds Program-funded projects, Art in Public Places funds must be expended within the facility that generates the public art monies.
8. Selections of artists and acquisitions of works of art pursuant to these guidelines shall be reflected on the City Manager's report section of the City Council agenda, but shall not require Council approval.

**Section 5-2103. Ownership and Upkeep.**

A. Ownership of all works of art acquired by the City under this division is vested in the City of North Miami. The City Manager is charged with the custody, supervision, maintenance and preservation of such works of art. In each instance, the City shall acquire title to each work of art acquired.

**Section 5-2104. Personnel.**

A. The City Manager shall provide adequate and competent clerical and administrative personnel as may be reasonably required by for the proper performance of the duties under this division, subject to budget limitations.

\* \* \* \* \*

**Section 2. Repeal.** All ordinances or parts of ordinances in conflict or inconsistent are repealed.

**Section 3. Conflicts.** All ordinances or parts of ordinances in conflict or inconsistent with the provisions of this Ordinance are repealed.


**Section 4. Severability.** If any word, clause, phrase, sentence, paragraph or section of this Ordinance is held to be invalid by a court of competent jurisdiction, such declaration of invalidity shall not affect any other word, clause, phrase, sentence, paragraph or section of this Ordinance.

**Section 5. Codification.** The provisions of this Ordinance may become and be made a part of the Code of Ordinances of the City of North Miami, Florida. The sections of this Ordinance may be renumbered or re-lettered to accomplish such.


**Section 6. Effective Date.** This Ordinance shall be effective immediately upon adoption on second reading.

**PASSED AND ADOPTED** by a 5-0 vote of the Mayor and City Council of the City of North Miami, Florida, on first reading this 8 day of December, 2009.

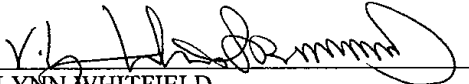
**PASSED AND ADOPTED** by a 5-0 vote of the Mayor and City Council of the City of North Miami, Florida, on second reading this 12 day of January, 2010.

  
ANDRE D. PIERRE  
MAYOR

ATTEST:

  
ALIX DESULME  
CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
V. LYNN WHITFIELD  
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Councilman Blynn

Seconded by: Councilman Galvin

**Vote:**

Mayor Andre D. Pierre	<u>X</u>	(Yes)	<u>        </u>	(No)
Vice Mayor Marie Erlande Steril	<u>X</u>	(Yes)	<u>        </u>	(No)
Councilperson Michael R. Blynn	<u>X</u>	(Yes)	<u>        </u>	(No)
Councilperson Scott Galvin	<u>X</u>	(Yes)	<u>        </u>	(No)
Councilperson Jean Rodrigue Marcellus	<u>X</u>	(Yes)	<u>        </u>	(No)

Additions shown by underlining. Deletions shown by ~~overstriking~~.

**RESOLUTION NO. 2022 - 023**

**A RESOLUTION OF THE CHAIR AND BOARD MEMBERS OF THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY APPROVING THE REAL PROPERTY DISPOSAL POLICY; AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO TAKE ALL STEPS NECESSARY AND APPROPRIATE TO IMPLEMENT THE REAL PROPERTY DISPOSAL POLICY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the mission of the North Miami Community Redevelopment Agency (“NMCRA”) is to promote economic development and enhance the quality of life by eliminating and preventing slum and blighted conditions through the facilitation of community partnerships, business growth, job creation, and neighborhood rehabilitation; and

**WHEREAS**, Section 163.380, Florida Statutes, governs the disposal of real property in a community redevelopment area; and

**WHEREAS**, the NMCRA desires to supplement the requirements of Section 163.380, Florida Statutes, by adopting a Real Property Disposal Policy in the form and substance set forth the Agenda Memorandum;

**WHEREAS**, the Chair and Board Members of the NMCRA desire to adopt the Real Property Disposal Policy in the form and substance set forth the Agenda Memorandum.

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

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

**Section 2. Adoption of Real Property Disposal Policy.** The Real Property Disposal Policy in the form and substance set forth the Agenda Memorandum is hereby adopted.

**Section 3. Effective Date.** This resolution shall take effect immediately upon approval.

PASSED AND ADOPTED by a \_\_\_\_\_ vote of the Board of the North Miami Community Redevelopment Agency, this 13<sup>th</sup> day of September, 2022.

ATTEST:

NORTH MIAMI COMMUNITY  
REDEVELOPMENT AGENCY

\_\_\_\_\_  
VANESSA JOSEPH, ESQ.  
NMCRA SECRETARY

\_\_\_\_\_  
PHILIPPE BIEN-AIME  
CHAIR

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
TAYLOR ENGLISH DUMA LLP LLC  
NMCRA ATTORNEY

SPONSORED BY: ADMINISTRATION

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

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

Vote:

Chair Philippe Bien-Aime  
Board Member Alix Desulme  
Board Member Mary Estimé-Irvin  
Board Member Scott Galvin  
Board Member Kassandra Timothe

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



To: North Miami CRA Board

From: Cornelius Shiver, Esq.  
Executive Director

Date: September 13, 2022

Re: **NMCRA Real Properties Disposal Policy**

The NMCRA is requesting your review and approval of the NMCRA Real Property Disposal Policy.

The North Miami Community Redevelopment Agency, ("NMCRA") has publicly noticed its intent to set specific guidelines on how real property shall be disposed. As such, the following guidelines shall be applicable to disposition of real properties within NMCRA Redevelopment Area.

Pursuant to Fla. Stat. 163.380. Community Redevelopment Agencies may sell, lease, dispose or otherwise transfer real property to any private person, for a public use, in accordance with the NMCRA Redevelopment Plan.

The North Miami CRA supplements Fla. Stat. 163.380 as listed:

1. Accept proposals which best serves the interest of the City North Miami CRA in accordance with the NMCRA Redevelopment Plan.
2. Implement a scoring criteria with a priority to City of North Miami long-time residents and City of North Miami current employees.
3. Provide for a Selection Committee to review and score all competitive proposals.
4. Negotiate with any or all winning proposers in order to comply with Fla. Stat. 163.380.
5. Ensure that any awardees have the financial means to construct the proposed project.
6. Modify, waive, or otherwise vary the terms and conditions of this policy at any time, including but not limited to, deadlines for submission and proposal requirements.

This policy will be effective as of September 13th 2022.

**Staff recommends approval.**

**735 NE 125 St., Ste. 100, North Miami, FL 33161 | P: 305.895.9839 | F: 305.895.9822 | [NorthMiamiCRA.org](http://NorthMiamiCRA.org)**

<b>CRA Board</b>	<b>Philippe Ben-Ame</b> Chairman	<b>Alix Desulme, Ed.D.</b> Vice-Chairman	<b>Mary Estime-Irvin</b> Board Member	<b>Scott Galvin</b> Board Member	<b>Kassandra Timothe, MPA</b> Board Member	<b>Cornelius Shiver, Esq.</b> Executive Director	<b>Steven W. Zeikowitz, Esq.</b> CRA Attorney	<b>Vanessa Joseph, Esq.</b> CRA Secretary
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**RESOLUTION NO. 2022 - 024**

**A RESOLUTION OF THE CHAIR AND BOARD MEMBERS OF THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY RESCINDING THE FUNDING FOR 125ST DEVELOPMENT NM LLC FOR REHABILITATION PROJECT LOCATED AT 1150-1170 N.E. 125<sup>TH</sup> STREET, NORTH MIAMI, FLORIDA 33161 IN THE FORM OF A REHABILITATION GRANT NOT TO EXCEED \$99,017; TERMINATING THE REHABILITATION GANT AGREEMENT AND MEMORANDUM OF GRANT AGREEMENT BOTH DATED JANUARY 21, 2021; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the mission of the North Miami Community Redevelopment Agency ("NMCRA") is to promote and enhance the quality of life by eliminating and preventing slum and blighted conditions in the Community Redevelopment Area through redevelopment activities and projects pursuant to Part III of Chapter 163, Florida Statutes, known as the Community Redevelopment Act of 1969; and

**WHEREAS**, the 2016 NMCRA Redevelopment Plan Amendment and the Third Amendment to Interlocal Cooperation Agreement between the NMCRA, Miami-Dade County and the City of North Miami (the "City") require investments in housing initiatives; and

**WHEREAS**, at a duly noticed meeting the Chair and Board Members of the NMCRA approved the funding for 125ST Development NM LLC for a rehabilitation project located at 1150-1170 N.E. 125<sup>th</sup> Street, North Miami, Florida 33161 in the form of a Rehabilitation Grant not to exceed \$99,017; and

**WHEREAS**, 125ST Development NM LLC no longer owns the property and has requested that the funding be rescinded and the Rehabilitation Gant Agreement and Memorandum of Grant Agreement both dated January 21, 2021 be terminated; and

**WHEREAS**, the Chair and Board Members of the NMCRA desire to rescind the funding award to 125ST Development NM LLC for a rehabilitation project located at 1150-1170 N.E. 125<sup>th</sup> Street, North Miami, Florida 33161 in the form of a Rehabilitation Grant not to exceed \$99,017 and to terminate the Rehabilitation Gant Agreement and Memorandum of Grant Agreement both dated January 21, 2021.

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

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

**Section 2. Rescission of Award of Funding.** The funding award to 125ST Development NM LLC for a rehabilitation project located at 1150-1170 N.E. 125<sup>th</sup> Street, North

Miami, Florida 33161 in the form of a Rehabilitation Grant not to exceed \$99,017 is hereby rescinded.

**Section 3. Termination of Rehabilitation Gant Agreement and Memorandum of Grant Agreement.** The Rehabilitation Gant Agreement and Memorandum of Grant Agreement both dated January 21, 2021 are hereby terminated and the Executive Director is hereby authorized to execute and deliver a Termination of Rehabilitation Grant Agreement to evidence the foregoing.

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

**Section 5. Conflicts.** This Resolution supersedes any prior resolutions in conflict herewith.

**PASSED AND ADOPTED** by a \_\_\_\_\_ vote of the Board of the North Miami Community Redevelopment Agency, this 13<sup>th</sup> day of September, 2022.

ATTEST:

NORTH MIAMI COMMUNITY  
REDEVELOPMENT AGENCY

\_\_\_\_\_  
VANESSA JOSEPH, ESQ.  
NMCRA SECRETARY

\_\_\_\_\_  
PHILIPPE BIEN-AIME  
CHAIR

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
TAYLOR ENGLISH DUMA LLP  
NMCRA ATTORNEY

SPONSORED BY: ADMINISTRATION

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

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

**Vote:**

Chair Philippe Bien-Aime  
Board Member Alix Desulme  
Board Member Mary Estimé-Irvin  
Board Member Scott Galvin  
Board Member Kassandra Timothe

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



To: CRA Board Members

From: Cornelius Shiver, Executive Director 

Via: Casneve Oupelle, Operations and Programs Manager 

Date: September 13, 2022

Re: Request to rescind 125ST Development NM, LLC Rehabilitation Grant.

125ST Development NM, LLC located at 1150 NE 125 Street, was awarded a Rehabilitation Grant \$99,017.00 at the January 12<sup>th</sup>, 2021 Board Meeting. The grantee has informed us that the property has been sold, and consequently has requested to the North Miami Community Redevelopment Agency to rescind the Rehabilitation Grant.

Since the grant award, the grantee has not requested any reimbursement from the CRA. Staff is recommending this award of the Rehabilitation Grant be rescinded.

**735 NE 125 St., Ste. 100, North Miami, FL 33161 | P: 305.895.9839 | F: 305.895.9822 | [NorthMiamiCRA.org](http://NorthMiamiCRA.org)**

<b>CRA Board</b>	<b>Philippe Bien-Aime</b> Chairman	<b>Alix Desulme, Ed.D.</b> Board Member	<b>Mary Estime-Irvin</b> Board Member	<b>Scott Galvin</b> Board Member	<b>Kassandra Timothe, MPA</b> Board Member	<b>Cornelius Shiver, Esq.</b> Executive Director	<b>Steven W. Zeikowitz, Esq.</b> CRA Attorney	<b>Vanessa Joseph, Esq.</b> CRA Secretary
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5901 NW 151<sup>st</sup> Street, Ste. 126  
Miami Lakes, FL 33014  
T. 305.827.8373 - F. 305.827.7133  
Email: [maintenance1@leaseflorida.com](mailto:maintenance1@leaseflorida.com)

July 20, 2022

North Miami CRA  
12330 NE 8 Avenue  
North Miami, FL 33161

RE: Cancel CRA Grant

To whom I may concern:

Please be advised we would like to cancel the NMCRA grant that was issued. The properties have been sold and 125ST Development NM, LLC is no longer the owner.

Should you have any questions, please do not hesitate to contact our office at any time.

Kindest regards,

Jessica Waserstein  
Principal  
125ST Development NM LLC

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## NMCRA COMMERCIAL GRANTS PROGRAM

### REHABILITATION GRANT AGREEMENT

**THIS GRANT AGREEMENT** (the “Agreement”) is made and entered into as of January 22, 2021, by and between the **NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (the “CRA”), having an address at 12330 N.E. 8th Avenue, North Miami, Florida 33161, and **125ST DEVELOPMENT NM LLC**, a Florida limited liability company (the “Grantee”), having an address at 5901 N.W. 151 Street, Suite 126, Miami Lakes, Florida 33014.

#### RECITALS

1. The Commercial Grants Program (the “Program”) facilitates improvements to business and residential structures in the CRA’s Community Redevelopment Area by providing financial assistance for, among other things, interior and exterior improvements, while also reducing the incidence of slum and/or blighted conditions in the CRA Redevelopment Area.
2. The Program will fund up to fifty percent (50%) of the total cost of interior and/or exterior improvements to the owners or lessees of eligible commercial buildings in an amount up to One Hundred Thousand and 00/100 Dollars (\$100,000.00) per building on a reimbursement basis.
3. The Grantee is the owner of the real property as more particularly described on Exhibit “A” attached hereto and by this reference made a part hereof (the “Property”) with an address of 1150 – 1170 N.E. 125 Street, North Miami, Florida 33161, and has applied to the CRA for a Rehabilitation Grant for the purpose of, among other things, exterior windows, awnings, new flooring installation, and parking lot re-pavement.
4. The CRA has approved an award to the Grantee of a Rehabilitation Grant in the amount of NINETY-NINE THOUSAND SEVENTEEN AND 50/100 DOLLARS (\$99,017.00) (the “Grant”) for renovations on the Property in accordance with the terms and conditions of this Agreement including, but not limited to, the program guidelines attached hereto as Exhibit “B” and by this reference made a part hereof (the “Program Guidelines”) and the scope of work and budget for the project attached hereto as Exhibit “C” and by this reference made a part hereof (the “Project” or “Scope of Work”).
5. The Grantee desires to accept the Grant subject to the terms, conditions, and restrictions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the Grant and the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto do hereby agree as follows:

**Section 1. Recitals; Program Guidelines.** The Recitals set forth above are true and correct and are incorporated in this Agreement by reference. The terms and provisions of the Program Guidelines are incorporated into this Agreement by reference and the Grantee agrees to abide by such terms and provisions. In the event of any conflict between the Program Guidelines

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and this Agreement, the terms and provisions of this Agreement will control with the understanding that any terms in the Program Guidelines that are not addressed in this Agreement shall nevertheless be applicable.

**Section 2. Effective Term.** The term of this Agreement shall commence on the date when it has been executed by both parties (the "Effective Date") and the obligation of the CRA to fund the Grant shall terminate one (1) year and ninety (90) days thereafter, unless sooner terminated by either party as set forth herein (the "Funding Termination Date"). In addition to any other rights and remedies of the CRA set forth in this Agreement, any portion of the Grant for which a reimbursement request has not been submitted by Grantee to the CRA by the Funding Termination Date shall be forfeited and Grantee hereby waives any rights to such forfeited portion of the Grant. Notwithstanding the foregoing, this Agreement shall remain in full force and effect following the Funding Termination Date for such time periods as necessary to give the terms and provisions of this Agreement their full force and effect.

**Section 3. Scope of Work.** The Grantee agrees to use the Grant solely for the reimbursement of costs and expenses paid by the Grantee for the performance of the Scope of Work subject to and in accordance with this Agreement and the Program Guidelines. The Grantee further agrees that the Grant shall only be disbursed in accordance with the attached budget in the amounts for each line item as set forth therein. The Grantee shall be responsible for the design, engineering, permitting, and construction of the Project. Grantee shall cause the Project to be commenced within ninety (90) days after the Effective Date and thereafter prosecuted with due diligence and continuity and will achieve final completion on or before the Funding Termination Date. Final completion shall be evidenced by a final certificate of occupancy or use, as applicable, issued by the City of North Miami (the "City"), free and clear of liens or claims for liens for materials supplied and for labor or services performed in connection therewith. The Grantee agrees that the Scope of Work performed under this Agreement shall be performed in accordance with all applicable laws including the City's land use and zoning requirements and the Florida Building Code. The Grantee agrees and represents that the contracts entered into by it for the Project shall require that its contractors, subcontractors, design professionals, engineers, and consultants possess the licenses required by applicable laws to cause to be performed the Scope of Work. Grantee shall provide the CRA with copies of the fully executed architect and contractor agreements and, at the request of the CRA, copies of the plans and specifications for the Project. Grantee represents and warrants that it will only engage Florida licensed architects and contractors for the Project.

**Section 4. Amount Payable.** Subject to available funds, the maximum amount payable under this Agreement shall not exceed the Grant amount awarded. The Grantee acknowledges and agrees that should Program funding be reduced or unavailable, the amount payable under this Agreement may be reduced by the CRA. Availability of Grant funds shall be determined by the CRA, in its sole discretion. The Grantee waives any and all claims against the CRA for any reduction or unavailability of funding. The Grantee will not look to, nor seek to hold liable, the CRA, its board members, employees, consultants, attorneys, and/or agents (collectively the "Related Parties") for the performance or non-performance of this Agreement and agrees to hold the CRA and the Related Parties harmless and release the CRA and the Related Parties from any and all claims and liability

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under this Agreement, whether as a direct or indirect consequence of any funding reduction or unavailability.

**Section 5. Reimbursement Procedures.** The CRA agrees to disburse the Grant to the Grantee on a reimbursement basis for expenses necessarily and properly incurred under this Agreement and paid by Grantee based on the Scope of Work and in accordance with the budget set forth therein all as approved by the CRA. Payment shall be made in accordance with the following procedures:

5.1 **Reimbursement Request.** Reimbursement requests are to be in writing and presented to the CRA by the Grantee only after payment has been made by Grantee for labor and materials as set forth in the Scope of Work. Without limiting the foregoing, reimbursement requests shall be made not more often than monthly and only after approximately twenty-five percent (25%), fifty percent (50%), seventy-five percent (75%), and one hundred percent (100%) of the Scope of Work has been completed with such percentages based upon expenditure of overall Project costs. The CRA shall have the right to inspect and verify payment for all labor and materials prior to release of each reimbursement. By submitting a reimbursement request to the CRA, the Grantee shall be deemed to acknowledge and agree, and represent to the CRA, that (a) the work has progressed to the point indicated, (ii) the quality of the work is in accordance with the plans and specifications, and (iii) all monies previously paid by the CRA to the Grantee have been disbursed to the appropriate architect, contractors, consultants, subconsultants, subcontractors, materialmen, vendors, and miscellaneous suppliers based upon the prior reimbursement request.

5.2 **Expenditure Report Required.** As part of each reimbursement request, Grantee shall submit to the CRA, for its review and approval, a detailed expenditure report with all invoices and proof of payment as well as any other information and documentation reasonably requested by the CRA. No request for reimbursement shall be processed without an expenditure report and the CRA reserves the right to withhold all or any portion of the Grant if required and/or requested documentation is not submitted or is in a form and substance not acceptable to the CRA. The payment of any reimbursement request by the CRA shall not be construed that the work or any portion hereof complies with (a) the Scope of Work, the contract documents, and plans and specifications and/or (b) applicable law including the Florida Building Code, it being acknowledged and agreed by the Grantee that it is the Grantee's sole responsibility to ensure the work complies with (a) and (b) above.

**Section 6. Maintenance; Alterations.**

6.1 **Maintenance.** Following completion of the Project and for a period of five (5) years thereafter, the Grantee, at its sole cost and expense shall be responsible for and perform all repairs and maintenance, and replacements relative to the Scope of Work. The foregoing shall expressly include the repair and replacement of any personal property. Maintenance, repairs, and replacements shall be in quality and class comparable to the original construction, to preserve the Project in good working order and condition, reasonable wear and tear excepted.

6.2 **Alterations.** Following completion of the Project and for a period of five (5) years thereafter, the Grantee shall not perform or cause to be performed any alterations to the Project

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including, without limitation, minor or cosmetic alterations, exterior alterations, and nonstructural or structural alterations without the prior written consent of the CRA in each instance.

**Section 7. Leasing Requirements.** If the Property is a rental property, upon completion of the Project, at least fifty percent (50%) of the “leaseable” commercial space in the building must have leasing commitments for at least one (1) year. If leasing requirements are not met at the time of final inspection, the Grantee will be given one hundred eighty (180) days to submit a one (1) year lease agreement to the CRA for at least fifty percent (50%) of the “leaseable” commercial space in the building. If leasing requirements are not met after the extension, notwithstanding anything in this Agreement to the contrary, all funding or grant disbursements shall immediately terminate and the Grantee agrees to immediately pay to the CRA one hundred percent (100%) of the Grant received through the Program.

**Section 8. Occupation Requirements.** The Grantee is required to open for business within thirty (30) days from completion of the Project. Proof of an operational business shall be in the form of City licenses (i.e., certificate of use and business tax receipt). If occupation requirements are not met, notwithstanding anything in this Agreement to the contrary, all funding or grant disbursements shall immediately terminate and the Grantee agrees to immediately pay to the CRA one hundred percent (100%) of the Grant received through the Program.

**Section 9. Relationship of the Parties.** The parties agree that this Agreement recognizes the autonomy of and does not imply any affiliation between the contracting parties. It is expressly understood and intended that the Grantee, its agents and employees, are not agents or employees of the CRA, but are only recipients of funding support, and is not an agent or instrumentality of the CRA or entitled to any employment benefits by the CRA.

**Section 10. Assignment.** This Agreement and participation in the Program are not transferable to new property owners or lessees. New property owners or lessees must re-apply to participate in the Program and are subject to the “Past Program Participation” restrictions set forth in the Program Guidelines. If the Grantee is the owner of the Property and either (a) the Grantee sells, transfers, conveys, or otherwise alienates the Property, in whole or in part or (b) there is a change of forty-nine percent (49%) or more of the ownership or control of the Grantee (either through a single transaction or the aggregate of multiple transactions) during the term of this Agreement or during the five (5) year period following completion of the Project, all funding or Grant disbursements shall immediately terminate and the Grantee agrees to immediately pay to the CRA one hundred percent (100%) of the Grant received through the Program. If the Grantee is the lessee of the Property and either (a) the Grantee sells, transfers, conveys, or otherwise assigns its interest in the lease, in whole or in part, (b) there is a change of forty-nine percent (49%) or more of the ownership or control of the Grantee (either through a single transaction or the aggregate of multiple transactions), and/or (c) the lease is terminated for any reason whatsoever during the term of this Agreement or during the five (5) year period following completion of the Project, all funding or grant disbursements shall immediately terminate and the Grantee agrees to immediately pay to the CRA one hundred percent (100%) of the Grant received through the Program.

**Section 11.** Intentionally deleted.

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## **Section 12. Records, Reports, Audits, Monitoring and Review.**

12.1 The Grantee shall maintain complete and accurate books, records, and accounts of all costs and expenses incurred in connection with the Project. Upon the request of the CRA, all such books and records of the Grantee which relate to the Project shall be available for inspection and audit by the CRA or any of its authorized representatives at all reasonable times during normal business hours. The CRA shall be entitled to make such copies of the books and records as the CRA deems appropriate.

12.2 The Grantee's books and records shall be maintained or caused to be maintained in accordance with generally accepted accounting principles in a consistent manner, together with the pertinent documentation and data to provide reasonable audit trails for a period of six (6) years following the Funding Termination Date. The foregoing obligation shall expressly survive the expiration or earlier termination of this Agreement.

## **Section 13. Breach of Agreement; Remedies.**

13.1 Breach. A breach by the Grantee under this Agreement shall have occurred if: (a) the Grantee fails to complete the Project as set forth in this Agreement; (b) the Grantee ineffectively or improperly uses the Grant allocated under this Agreement; (c) the Grantee does not receive all permits and/or governmental approvals for the Project as required by applicable law; (d) the Grantee fails to submit a detailed expenditure report as required by this Agreement or submits incorrect or incomplete proof of expenditures to support reimbursement requests; (e) the Grantee refuses to allow the CRA access to records or refuses to allow the CRA to monitor, evaluate, and review the Grantee's Project; (f) a transfer or assignment occurs within five (5) years following completion of the Project as set forth in Section 10 above, (g) the Grantee makes or allows to be made any changes, alterations, or modifications to the completed Project without the prior written consent of the CRA, (h) the Grantee discriminates in violation of any Federal, State, or local law; (i) the Grantee attempts to meet its obligations under this Agreement through fraud, misrepresentation, or material misstatement; (j) the Grantee fails to obtain final certificates of occupancy or completion, as applicable, for the Project; (k) the Grantee fails to perform or improperly performs any of its obligations set forth in this Agreement; (l) Grantee defaults in its obligations under any other agreements entered into between the CRA and Grantee; (m) an event of default occurs with respect to any loan secured by the Property; and/or (n) Grantee fails to operate its business from the Property. With respect to subsection (m), the Grantee agrees to provide the CRA with copies of any notices of default given by any lender.

13.2 Remedies. Immediately upon the breach of this Agreement by Grantee as set forth in Section 13.1 above, in addition to all rights and remedies available at law or in equity, the CRA may terminate this Agreement by giving written notice to the Grantee of such termination and by specifying the termination date at least five (5) days before the effective date of termination. In the event of termination, the City may also (a) seek reimbursement of the Grant or any portion thereof paid to the Grantee under this Agreement; or (b) terminate or cancel any other agreements entered into between the CRA and the Grantee. The Grantee shall be responsible for all direct and indirect costs associated with such termination including, but not limited to, attorneys' fees and costs at both the trial and appellate levels and also incurred in enforcing this attorneys' fees provision.

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

13.4 Security Interest. In order to secure Grantee's obligations to reimburse and/or repay the Grant as required by this Agreement, Grantee hereby pledges, grants, conveys, and assigns to the CRA a continuing lien and security interest upon the Collateral (as defined below). Grantee represents and warrants to the CRA that, upon the filing and recording of UCC financing statements with the Florida Secured Transactions Registry and Miami-Dade County, respectively, the lien granted pursuant to this Agreement will constitute a valid, perfected lien on the Collateral, enforceable as such against all creditors of Grantor and second in priority only to any institutional lenders identified in writing by Grantee to CRA at the time of execution of this Agreement. Upon satisfaction in full of Grantee's obligations hereunder including, but not limited to the maintenance requirements in Section 6 above, CRA's security interest under this Agreement shall terminate and CRA shall execute and deliver to the Grantee a UCC-3 termination statement or similar documents and agreements to terminate all of CRA's security interest rights under this Agreement. For purposes of this Agreement, "Collateral" shall mean: All furnishings, fixtures, equipment, and other personal property of Grantee, or in which Grantee has any interest, whether now owned or hereafter acquired or created, wherever located, including (but not limited to), all Goods, Equipment, Inventory, Accounts, Deposit Accounts, Fixtures, General Intangibles, Goods, Documents, Documents of Title, Instruments, Contract Rights, Chattel Papers, and all books and records relating to any of the foregoing together with all additions, accessions, substitutions, changes, renewals, and replacements of all or any of the foregoing in part or in whole, and all Proceeds and Products of the foregoing, and all other personal property of Grantee now owned or hereinafter acquired and wherever located. All capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Florida Revised Uniform Commercial Code - Secured Transaction, Chapter 679, Florida Statutes (2017) or as incorporated therein by reference therein.

**Section 14. Indemnification by Grantee.** The Grantee hereby covenants and agrees to indemnify and hold harmless the CRA and the Related Parties from and against all liability, losses, or damages, including attorneys' fees and costs, at both the trial and appellate levels, which the CRA and the Related Parties may suffer 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 or non-performance of this Agreement by the Grantee or its employees, agents, servants, partners, principals, or subcontractors. The Grantee shall pay all claims and losses and shall investigate and defend (with legal counsel acceptable to CRA) all claims, suits, or actions of any kind or nature in the name of the CRA, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees and costs which may issue. The Grantee expressly understands and agrees that any insurance required by this Agreement or otherwise provided by the Grantee shall in no way limit the

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responsibility to indemnify, keep, and save harmless and defend the CRA and the Related Parties. Nothing contained in this Agreement shall be construed to affect the CRA's right of sovereign immunity as provided in Chapter 768, Florida Statutes. Additionally, the CRA does not waive sovereign immunity, and no claim or award against the CRA shall include attorney's fees, investigative costs, or pre-judgment interest.

**Section 15. Notices.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, Grantee and the CRA designate the following as the respective places for giving such notice:

CRA: Rasha Cameau, Executive Director  
North Miami Community Redevelopment Agency  
12330 N.E. 8<sup>th</sup> Avenue  
North Miami, Florida 33161  
Telephone No. (305) 895-9839  
Facsimile No. (305) 895-9822

Copy to: Steven W. Zerkowitz, Esq., CRA Attorney  
Spiritus Law LLC  
2525 Ponce De Leon Boulevard, Suite 1080  
Coral Gables, Florida 33134  
Telephone No. (305) 407-1937  
Facsimile No. (305) 204-9129

Grantee: Jessica Waserstein, Manager  
125ST Development NM LLC  
5901 N.W. 151 Street, Suite 126  
Miami Lakes, Florida 33014  
Telephone No. (786) 703-1727  
Facsimile No. (\_\_\_\_) \_\_\_\_\_

**Section 16. Inspections.** At any time during normal business hours, the CRA or any of its agents, shall have the right to enter the Property, to examine the same for purpose of ensuring Grantor's compliance with the terms and provisions of this Agreement.

**Section 17. Limitation of Liability.** The CRA desires to enter into this Agreement only if in so doing the CRA can place a limit on its liability for any cause of action for money damages arising out of this Agreement, so that its liability never exceeds the sum of \$100.00. Grantee expresses its willingness to enter into this Agreement with recovery from the CRA for any action or claim

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arising from this Agreement to be limited to the sum of \$100.00. Accordingly, and notwithstanding any other term or condition of this Agreement, Grantee agrees that CRA shall not be liable to Grantee for damages or for any action or claim arising out of this Agreement in an amount in excess of the sum of \$100.00. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the CRA's liability as set forth in Chapter 768, Florida Statutes. Additionally, the CRA does not waive sovereign immunity, and no claim or award against the CRA shall include attorney's fees, investigative costs or pre-judgment interest.

#### **Section 18. Miscellaneous.**

18.1 Publicity. It is understood and agreed between the Parties that this Grantee is receiving funds by the CRA. Further, by the acceptance of these funds, the Grantee agrees that activities funded by this Agreement shall recognize the CRA as a funding source. The Grantee shall ensure that any publicity, public relations, advertisements, and signs recognize the CRA for the support of all contracted activities. Grantee shall permit, or cause the landlord to permit, as applicable, a sign to be placed upon the Property by the CRA relative to this Agreement.

18.2 Compliance with Laws. The Grantee agrees to comply with all applicable federal, state, county, and city laws, rules, and regulations. Without limiting the foregoing, Grantee agrees to comply with all legal requirements relative to any agreements between the City and the Grantee relative to the Project including, but not limited to, any Community Development Block Grant requirements such as payment of wages in accordance with the Davis-Bacon Act.

18.3 Modifications. Any amendments, variations, modifications, extensions, or waivers of provisions of this Agreement including, but not limited to, amount payable and effective term shall only be valid if in writing, duly approved by the CRA Board and signed by both parties.

18.4 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

18.5 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

18.6 Exhibits. Each Exhibit referred to in this Agreement should be treated as part of this Agreement, and are incorporated herein by reference.

18.7 Extent of Agreement. This Agreement represents the entire and integrated agreement between the CRA and the Grantee and supersedes all prior negotiations, representations, or agreements, either written or oral.

18.8 Third Party Beneficiaries. Neither 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.

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18.9 Construction. Both 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 the other.

18.10 Governing Law. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida.

18.11 Invalidity. If any term or provision of this Agreement, or the application thereof to any person or circumstance is determined to be invalid or unenforceable, then to the extent that the invalidity or unenforceability thereof does not deprive a party of a material benefit afforded by this Agreement, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the full extent permitted by law.

18.12 Survival. All terms and provisions of this Agreement shall survive the Funding Termination Date and the termination of this Agreement, as applicable, as necessary in order for the parties to enforce their rights hereunder.

18.13 Recording. Grantee agrees that the CRA may record a Memorandum of this Agreement in the Public Records of Miami-Dade County at Grantee's expense. The form of Memorandum shall be prescribed by the CRA and the Grantee shall execute such Memorandum simultaneously with this Agreement. The rights and interests created herein, are intended to and shall run with the land, and shall be binding upon, inuring to the benefit of, and enforceable against the parties hereto and their respective successors and assigns.

18.14 Joint and Several Obligations. If the Grantee consists of more than one party, the obligations and liabilities of Grantee as set forth in and arising from this Agreement including the indemnity set forth in Section 14 above shall be joint and several obligations and liabilities of the parties comprising Grantee for all intents and purposes.

**18.15 JURISDICTION; VENUE AND WAIVER OF JURY TRIAL. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY (A) AGREES THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT IN THE FEDERAL OR STATE COURT SITUATED IN MIAMI-DADE COUNTY, FLORIDA; (B) CONSENTS TO THE JURISDICTION OF EACH SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING; AND (C) WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY OF SUCH COURTS. EACH PARTY WAIVES ALL RIGHTS TO ANY TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING OUT OF THIS AGREEMENT.**

18.16 Grantee's Required Insurance Coverages. Grantee, at Grantee's expense, agrees to keep in force during the term of this Agreement:

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(a) All insurance coverages required by Grantee's landlord under the applicable leases including commercial general liability insurance which insures against claims for bodily injury, personal injury, and property damage based upon, involving, or arising out of the use, occupancy, or maintenance of the Property as well as business interruption insurance.

(b) All-risk property insurance, including theft, sprinkler leakage, and boiler and machinery coverage on all of Grantee's trade fixtures, furniture, inventory, and other personal property in the Property, and on any alterations, additions, or improvements made by Grantee upon the Property all for the full replacement cost thereof. In the event of any casualty, theft, or any other damage to the Property and/or the foregoing items, Grantee shall use the proceeds from such insurance for the replacement of trade fixtures, furniture, inventory, and other personal property and for the restoration of Grantee's improvements, alterations, and additions to the Property but in no event shall such coverage be less than the amount of the Grant. Failure to promptly perform such replacement and/or restoration shall be a material default of this Agreement by the Grantee entitling the CRA to its rights and remedies hereunder.

All policies required to be carried by Grantee hereunder shall be issued by and binding upon an insurance company licensed to do business in the State of Florida with a rating of at least "A - VIII" or better as set forth in the most current issue of Best's Insurance Reports, unless otherwise approved by the CRA. Grantee shall not do or permit anything to be done that would invalidate the insurance policies required herein. Certificates of insurance, acceptable to CRA, evidencing the existence and amount of each insurance policy required hereunder shall be delivered to CRA prior to disbursement of any Grant proceeds and thereafter no more than (10) days following each renewal date. Certificates of insurance for insurance required to be maintained as set forth above shall include an endorsement for each policy showing that the CRA is included as an additional insured. Further, the certificates must include an endorsement for each policy whereby the insurer agrees not to cancel, non-renew, or materially alter the policy without at least thirty (30) days' prior written notice to the CRA. The limits of insurance shall not limit the liability of Grantee or relieve Grantee of any obligation hereunder, except as otherwise expressly provided for herein.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written.

**GRANTEE:**

125ST DEVELOPMENT NM LLC.,  
a Florida limited liability company

DocuSigned by:  
By: Jessica Waserstein  
344D201F495E219  
Jessica Waserstein  
Manager

**CRA:**

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

DocuSigned by:  
By: Rasha Cameau  
A1DC2484E0F4447...  
Rasha Cameau  
Executive Director

Attest:

DocuSigned by:  
By: [Signature]  
B947A3B4B262492...  
Vanessa Joseph, Esq.  
CRA Secretary

Approved as to form and legal sufficiency:

DocuSigned by:  
By: Steven Balkowitz  
307B0889E1274DE...  
Spiritus Law LLC  
CRA Attorney

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STATE OF FLORIDA                    )  
  SS:  
COUNTY OF MIAMI-DADE         )

The foregoing was acknowledged before me by means of (check one) ☐ physical presence or ☐ online notarization this \_\_\_\_ day of January, 2021, by Jessica Waserstein, as Manager of 125ST Development NM LLC, a Florida limited liability company, on behalf of the company, who (check one) ☐ is personally known to me or ☐ has produced a \_\_\_\_\_ as identification.

My Commission Expires:

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_

STATE OF FLORIDA                    )  
  SS:  
COUNTY OF MIAMI-DADE         )

The foregoing was acknowledged before me by means of (check one) ☐ physical presence or ☐ online notarization this \_\_\_\_ day of January, 2021, by Rasha Cameau, as Executive Director of the North Miami Community Redevelopment Agency, who (check one) ☐ is personally known to me or ☐ has produced a Florida driver's license as identification.

My Commission Expires:

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_

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**EXHIBIT "A"**

**Legal Description of Property**

Lot 1, 2, 3, and 4, Block 2, of PALOMAR SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 7, Page 158, of the Public Records of MIAMI-DADE County, Florida.

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**EXHIBIT "B"**  
**Program Guidelines**

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**EXHIBIT “C”**

**Scope of Work**