



AGENDA

**NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY
BOARD MEETING**

**TUESDAY, SEPTEMBER 27, 2005
5:30 P.M.**

**NORTH MIAMI CITY HALL – COUNCIL CHAMBERS
776 N.E. 125th STREET, SECOND FLOOR**

CALL TO ORDER

- A. Flag Salute
- B. Roll Call

APPROVAL OF MINUTES

Regular Meeting Tuesday, September 13, 2005

ITEMS FOR REVIEW AND/OR ACTION

1. Resolution Adopting the FY 2005-2006 Budget
2. Approval to negotiate unbudgeted funds for the necessary repairs at 645 NE 127 Street
3. Director's Report

ADJOURNMENT

RESOLUTION NO. _____

A RESOLUTION OF THE CHAIRMAN AND BOARDMEMBERS OF THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY, APPROVING THE FISCAL YEAR 2005-2006 BUDGET; AUTHORIZING THE EXECUTIVE DIRECTOR OF THE AGENCY TO TRANSMIT THE FISCAL YEAR 2005-2006 BUDGET TO THE CITY OF NORTH MIAMI AND MIAMI-DADE COUNTY; AUTHORIZING THE EXECUTIVE DIRECTOR OF THE AGENCY TO TAKE ALL ACTION NECESSARY TO COMPLETE THE APPROVAL PROCESS FOR THE FISCAL YEAR 2005-2006 BUDGET WITH THE CITY OF NORTH MIAMI AND MIAMI-DADE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Interlocal Cooperation Agreement between the North Miami Community Redevelopment Agency (the "Agency"), the City of North Miami (the "City") and Miami-Dade County (the "County") requires, among other things, the Agency 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 Interlocal Cooperation Agreement also requires that the annual budget for the Agency be adopted by the Agency and the City prior to review and approval by the Board; and

WHEREAS, the proposed Fiscal Year 2005-2006 Budget for the Agency is attached hereto as Exhibit "A."

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

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

Section 2. The Fiscal Year 2005-2006 Budget for the Agency attached hereto as Exhibit "A" is hereby approved and adopted.

Section 3. The Executive Director of the Agency is hereby authorized to transmit the Fiscal Year 2005-2006 Budget to the City and the County for review and approval thereby.

Section 4. The Executive Director of the Agency is hereby authorized to take all action necessary to complete the approval process for the Fiscal Year 2005-2006 Budget with the City and the County including the preparation and submittal of the annual report and independent audit as required by the 2005 Interlocal Cooperation Agreement.

Section 5. 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 _____ day _____, 2005.

ATTEST:

NORTH MIAMI COMMUNITY
REDEVELOPMENT AGENCY

FRANK WOLLAND, CITY CLERK

KEVIN A. BURNS, CHAIR

APPROVED AS TO FORM:

GRAY ROBINSON, P.A.
CRA ATTORNEY

SPONSORED BY: ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

Chair Kevin A. Burns	_____ (Yes)	_____ (No)
Boardmember Michael R. Blynn	_____ (Yes)	_____ (No)
Boardmember Jacques A. Despinosse	_____ (Yes)	_____ (No)
Boardmember Scott Galvin	_____ (Yes)	_____ (No)
Boardmember Marie Erlande Steril	_____ (Yes)	_____ (No)

**North Miami CRA
Expansion of FY 2006 Budget**

	CRA Trust Fund	CRA Bond Funds		Other CRA Funds	Total
		Taxable	Tax Exempt		
Revenues					
County Increment @ 5.835 mills	\$1,003,500				\$1,003,500
City Increment @ 8.5 mills	1,461,825				1,461,825
City Advance ⁽¹⁾	1,400,000				1,400,000
CDBG Façade Program				\$400,000	400,000
Bond Proceeds ⁽²⁾		\$9,840,000	\$5,033,952		14,873,952
Interest Income ⁽³⁾	193,000				193,000
Total	\$4,058,325	\$9,840,000	\$5,033,952	\$400,000	\$19,332,277
Expenditures					
Debt Service Payments ⁽⁴⁾	\$376,498				\$376,498
15.1 Return of West Side Increment to County	785,800				785,800
15.2 Net 1.5% Administrative Fee to County	3,300				3,300
1 CRA FY 2006 Admin Expenses	708,200				708,200
3.1 Residential Relocation Program		\$60,000			60,000
3.2 Business Revitalization/Relocation		90,000			90,000
5.12 Economic Development/Gov't Relations Consultant	96,000				96,000
2.1 Affordable Housing Program Rulemaking	50,000				50,000
2.2 Subsidy Management Program	608,000				608,000
4.0 Affordable Housing/Relocation Projects & Fees		5,815,000			5,815,000
4.1 Affordable Housing Land Bank		2,000,000			2,000,000
5.1 Acquisition Consultant (including appraisals)	82,500				82,500
5.2 Relocation Consultant (project related)	50,000				50,000
12.2 Affordable Housing Project (indirect costs)	408,000				408,000
5.40 Traffic Analyses and Plans			\$185,000		185,000
5.50 Improvement Area Survey Digital Aerial Photography			100,000		100,000
5.60 Preliminary overall CRA Utility Plan & Budget			110,000		110,000
5.70 Civil Engineering & Design			200,000		200,000
5.80 Environmental Due Diligence			50,000		50,000
5.90 Permitting Agency Coordination			90,000		90,000
5.10 Road Construction and Engineering			2,374,700		2,374,700
5.11 Program Consultant Management Services			480,000		480,000
5.3 Open Space Parks Design			124,500		124,500
5.13 Zoning Code Amendment to match Redevelopment Plan			40,000		40,000
7 Implementation Planning and Programming			320,000		320,000
8 Reimbursement for City Staff Services on behalf of CRA	65,000				65,000
6 Program Management Launch Team and Support Services			360,000		360,000
12.1 CRA Establishment & Redevelopment Plan		737,600			737,600
8.2 Reimbursement to City - Business Inventory	65,000				65,000
8.3 Reimbursement to City - Policing initiatives	300,000				300,000
8.4 Code Enforcement	96,000				96,000
10 Community Relations Program	40,000				40,000
11 CRA Board Members Expenses	40,000				40,000
9 CDBG Façade Program Implementation				\$400,000	400,000
Bond Insurance		296,792	189,950		486,742
Underwriting and other costs of issuance		168,842	83,818		252,660
Debt Service Reserve		671,766	325,984		997,750
Contingency	284,027				284,027
Total	\$4,058,325	\$9,840,000	\$5,033,952	\$400,000	\$19,332,277

Notes:

- (1) The CRA will repay the City in two (2) annual and equal installments beginning in FY 2007.
- (2) General Bond Parameters: 30 Yr Level Debt Service Unrated but Insured; Interest Rates as of 9/16/05. True Interest Costs: Taxable at 5.397%, Tax Exempt at 4.691%; Assumed Issue Date: February 1, 2006. Principal and Interest payment dates: Feb 1st and Aug. 1st - subject to change.
- (3) Interest earnings are predominately earned in the Bond Funds however as they will be used to offset interest payments, they are reflected in the CRA Trust Fund for sake of clarity.
- (4) The first P&I payment is due on August 1st 2006 and it amounts to \$376,498. Starting in FY 2007 and through FY 2035, annual P&I payments will be approximately \$978,000.

At the assumed 150% Debt Service Coverage ratio, the increment that can be dedicated to debt service amounts to \$1,645,500. Given the uncertainties surrounding the financial markets (in particular, the insurance market), it is not recommended that bond sizes be increased at this time and that the bond capacity be held in reserve to adjust to marketplace conditions, if warranted.

North Miami CRA

Series 2006A (Taxable) and 2006B (Tax Exempt)

Total Issue Sources And Uses

Dated 02/01/2006 | Delivered 02/01/2006

	Taxable	Tax Exempt	Issue Summary
Sources Of Funds			
Par Amount of Bonds	\$9,840,000.00	\$4,775,000.00	\$14,615,000.00
Reoffering Premium	-	258,952.05	258,952.05
Total Sources	\$9,840,000.00	\$5,033,952.05	\$14,873,952.05
Uses Of Funds			
Deposit to Project Construction Fund	8,702,600.00	4,434,200.00	13,136,800.00
Deposit to Debt Service Reserve Fund (DSRF)	671,765.99	325,984.01	997,750.00
Gross Bond Insurance Premium	296,792.00	189,949.50	486,741.50
Costs of Issuance	94,259.32	45,740.68	140,000.00
Total Underwriter's Discount (0.750%)	73,800.00	35,812.50	109,612.50
Rounding Amount	782.69	2,265.36	3,048.05
Total Uses	\$9,840,000.00	\$5,033,952.05	\$14,873,952.05

Review Copy
27 September 2005

Lease and Option To Purchase Agreement

THIS AGREEMENT, entered into this ____ day of _____ 2005 between ADELINE COTARD, of MASSACHUSETTS, hereinafter called LANDLORD and NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY, of NORTH MIAMI, FL, hereinafter called TENANT, Together the LANDLORD and the TENANT are described as the PARTIES to the Agreement:

WITNESSETH, That said LANDLORD for and in consideration of the rent herein reserved to be paid by TENANT, and in consideration of the covenants herein to be kept and performed by TENANT, does hereby lease and demise into said TENANT the following described premises, situated, lying and being in the City of NORTH MIAMI, County of DADE, State of Florida, the premises known as, 645 NE 127 STREET, North Miami, Fl. 33161, (Legal Description: Lots 13 to 17 & E5ft lot 18 Blk 11 Irons Manor 1st Addn Plat Book 16) to be used and occupied by TENANT as an PROFESSIONAL OFFICE SPACE and for no other purposes or uses whatsoever, from the 1st day of OCTOBER 2005 and ending the 30 day of SEPTEMBER, 2007 at and for the agreed total rental of EIGHTY FOUR THOUSAND DOLLARS (\$ 84,000.00) payable as follows:

\$24,500.00 Payable on APRIL 1, 2006 TWENTY FOUR THOUSAND FIVE HUNDRED DOLLARS. Said amount covers rent from OCTOBER 1, 2005 to APRIL 1, 2006, which covers 7 months rent, including APRIL'S rent.

A rental amount of \$3,500.00 (THREE THOUSAND FIVE HUNDRED) monthly shall be paid on the 1st day of each month in advance thereafter.

All rental payments shall be paid without demand at: 900 NE 195 Street, Unit 408, Miami, FL. 33179 or at such other place and to such other person, as LANDLORD may from time to time designate in writing.

A property inspection was done, approved by the LANDLORD, and paid for by the TENANT. This inspection identified a number of needed repairs and maintenance requirements.

TENANT agrees to make all repairs necessary to bring the leased premises in compliance with all city and county codes and requirements.

The following express stipulations and conditions are made a part of this lease and Purchase Option Agreement and are hereby assented to by TENANT:

1. ASSIGNMENT OF LEASE/ALTERATION OF PREMISES: TENANT shall not assign this lease, nor sub-let the demised premises, or any part thereof nor use the same, or any part thereof, nor permit the same, or any part thereof, to be used for any other purpose than as above stipulated, nor make any alterations, therein, or any additions thereto, without the express prior written consent of LANDLORD, which consent shall be not unreasonably withheld. All additions, fixtures or improvements which may be made by TENANT, shall become the property of LANDLORD and remain upon the premises as a part thereof, and be surrendered with the premises at the termination of this lease. In the event of the exercise of the option to purchase, all such improvements will transfer with the property at no additional cost to the TENANT.

Throughout the term of this agreement, TENANT shall be responsible for maintenance of the premises including but not limited to the maintenance and repair of the heating and air conditioning systems. The TENANT shall also be responsible for the maintenance/upkeep of the parking area and the landscape. ✓

2. GOVERNMENT AND PERSONAL PROPERTY: All personal property placed or moved in the premises above described shall be at the risk of TENANT or owner thereof, and LANDLORD shall not be liable for any damage to said personal property during the terms of the lease.
3. COMPLIANCE WITH LAWS: TENANT shall be responsible to comply with applicable municipal, city, county, state and federal ordinances, rules, orders, regulations and requirements, pertaining to Tenant's use and occupancy of the subject property. Tenant shall be responsible for obtaining all necessary occupational and other licenses and may be required by such municipality in order that TENANT and occupy the subject premises. In the event LANDLORD receives any notice of violations pertaining to Tenant's use and occupancy of the subject property, then TENANT shall correct such violation within 10 days, or such additional period of time as may be reasonably required under the circumstances. In the event LANDLORD is assessed any fines as a result of any notices of violations or citations issued against TENANT, then TENANT agrees to fully discharge payment within ten (10) days of issuance of such citation or violation. In the event TENANT fails to discharge timely payment of such citation or violation, then LANDLORD may pay such amounts due and TENANT shall reimburse LANDLORD within ten (10) days of such payment. Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government and any and all their Departments and Bureaus applicable to said premises, for the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected with said premises

during said lease term.

4. **DAMAGES TO PREMISES:** In the event the premises shall be destroyed or so damaged or injured by fire or other casualty during the life of this agreement, whereby the same shall be rendered untenable, then LANDLORD shall have the right to render said premises tenantable by repairs within ninety days therefrom. If said premises are not rendered tenantable within said time, it shall be optional with either party hereto to cancel this lease, and in the event of such cancellation the rent shall be paid only to the date of such fire or casualty. The cancellation herein mentioned shall be evidenced in writing and delivered to the address provided in the signature block at the end of this Lease and Purchase Option Agreement.

5. **PAYMENT OF RENT:** The prompt payment of the rent for said premises upon the dates named, and the faithful observance of the rules and regulations, pertaining to the premises, now in effect which are hereby made a part of this covenant, are the conditions upon which the lease is made and accepted and any failure on the part of TENANT to materially comply with the terms of said lease, or any of said rules and regulations now in existence, shall at the option of LANDLORD and upon 15 days notice with the opportunity to cure be a basis of the termination of this agreement. In the event that the Landlord chooses to terminate this agreement after the period for cure has passed and without action of the Tenant, the Landlord may exercise any rights to regain the property as are provided by law.

6. **ABANDONMENT OF PREMISES:** If TENANT shall abandon or vacate said premises before the end of the terms of this agreement and not make any timely rental payments, LANDLORD may, at her option and after notice of fifteen (15) day opportunity to cure, terminate this agreement and exercise any and all legal rights Landlord has to regain control of the premises. If Landlord exercises her rights under this clause, and regains the premises, she may re-let the premises and Tenant shall remain liable for all rents unpaid and rental amount for all months where the Landlord was making all reasonable effort to find a new Tenant and the building was not leased.

7. **ATTORNEYS FEES:** If either party brings or defends any action arising out of this Lease and Purchase Option Agreement, the prevailing party shall be entitled to reimbursement of reasonable Attorneys fees and costs, including but not limited to reasonable attorney's fees including attorney's fees and costs pertaining to all appeals to all Appellate Courts.

8. **UTILITY CHARGES:** TENANT shall pay all charges for rent and utilities, including but not limited to fees for, electricity, telephone, waste, water and sewer to the leased premises or meters. TENANT further agrees to satisfy all outstanding utility charges incurred during the tenancy and prior to vacating the leased premises. Tenant reserves the

right to contract with a Security company of its choice to monitor the security system.

9. INSURANCE: TENANT must, at all times in which this Lease and Purchase Option Agreement shall be in effect, maintain its own insurance to protect itself and its governmental and personal property. TENANT covenants and agrees to purchase and maintain sufficient liability insurance, in an amount not less than One Million Dollars (\$1,000,000.00), and further agrees to purchase and maintain malicious mischief, to fully compensate LANDLORD for any damages which may be occasioned to the leased premises and further agrees to save and hold the LANDLORD harmless from any such damages or claims thereon, unless such claims are based upon the negligence or actions of the LANDLORD. TENANT also agrees to have LANDLORD named as an additional insured and as loss payee under the said policies of insurance and to immediately provide copies of said insurance policies, in the amounts and under the terms and conditions as set forth herein, to LANDLORD.

10. SALES TAX: Tenant, a non-profit government agency shall not pay sales taxes. In addition to the rent payments herein scheduled, the Tenant does agree to pay a late charge of 10% of each monthly payment if the monthly payment is not received by the Landlord within fifteen (15) days after the same was due to be paid in accordance with the unnumbered paragraph on the front of this lease in each and every month in which payment is not made and received within said time. Said late charge shall be considered additional rent and failure to pay said late charge shall constitute a default in the payment of rent. If any of TENANT'S checks bounce whether because of insufficient funds, uncollected funds or any other reason, and LANDLORD'S bank charges a service charge, or any charge pertaining to same, then TENANT shall pay said charge to LANDLORD within fifteen (15) days after being notified of said charge and same shall be considered as additional rent. If TENANT presents LANDLORD with more than two (2) checks which are returned by the bank for insufficient funds or uncollected funds, all future rental must be paid by either a bank, cashier's check or cash and, thereafter, personal or business checks will no longer be acceptable. If TENANT does not comply with these provisions, TENANT will be considered in default of this Lease and Purchase option Agreement. ✓

11.

PERSONAL PROPERTY: Most of the furniture, fixtures, goods and chattels of said TENANT, which shall or may be brought or put on said premises are government property, and as such, are subject to specific rules and regulations as to their disposition. In the event of termination of this agreement for whatever reason, those rules and regulations as to such government property shall apply to the disposition of said property. Nothing in this agreement provides the Landlord with any extra-ordinary rights to such personal property. ✓

12. **INSPECTION OF PREMISES:** upon three (3) days written notice, the LANDLORD, or any of her agents, shall have the right to enter said premises during all reasonable business hours, to examine the same to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, or of said building, or to exhibit said premises, and to put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within thirty (30) days before the expiration of this Lease and Purchase Option Agreement.

13. **AS-IS CONDITION OF PREMISES:** TENANT agrees to accept the property and premises in its "As-Is" present condition and agrees to maintain said premises accepting only reasonable wear and tear arising from the use thereof under this agreement

14. **HOLD HARMLESS AGREEMENT:** It is expressly agreed and understood by and between the parties to this agreement, that LANDLORD shall not be liable for any damage or injury to any person or property whether it be the person or property of the TENANT, TENANT'S employees, agents, guests, invitees or any other person or otherwise by reason of TENANT'S occupancy and use of the leased premises or because of fire, flood, windstorm, Acts of God or for any other reason. TENANT shall indemnify and save LANDLORD harmless, and does agree to indemnify and save LANDLORD harmless, of and from all fines, claims, demands and causes of action of every nature whatsoever arising or growing out of or in any manner connected with the occupation or use of the premises and building, and every part thereof, by TENANT and the employees, agents, servants, guests and invitees of TENANT including without limiting the generality of the foregoing, any claims, demands and causes of action for personal injury and/or property damages, and said indemnification shall extend to any fines, claims, demands and causes of action of every nature whatsoever which may be made upon, sustained or incurred by LANDLORD by reason of any breach, violation or non-performance of any term, covenant or condition hereof on the part of TENANT, or by reason of any act or omission on the part of TENANT or the employees, agents, servants, guests and invitees of TENANT or any other person. In any such event, comparative negligence on the part of the LANDLORD shall affect TENANT'S obligations under the indemnification. TENANT and LANDLORD agree in the event of a dispute under this clause, that Attorneys fees and costs may be recovered by the prevailing party..

15. **SECURITY DEPOSIT:** TENANT shall deposit with the LANDLORD the sum of SEVEN THOUSAND DOLLARS (\$ 7,000)DOLLARS as security for the faithful performance and observance by TENANT of the terms, provisions and conditions of this Lease. It is agreed that, in the event TENANT defaults in respect to the payments of rent. LANDLORD may use, apply or retain the whole or any part of the security deposit. Upon TENANT fully and faithfully complying with all of the terms, provisions, covenants and conditions of this Lease the security shall be returned to TENANT

after the date fixed as the end of the Lease and within fifteen (15) days after delivery of entire possession of the premises to LANDLORD. TENANT further covenants that it will not assign or encumber the monies deposited herein as security and that neither LANDLORD nor its assigns shall be bound by any such assignment or encumbrance. LANDLORD shall not be required to keep the security in a segregated account and the security may be commingled with other funds of LANDLORD, and in no event shall TENANT be entitled to any interest on the security.

16. **TENANT DEFAULT/ACCELERATION OF RENT:** That if TENANT shall not pay the rents herein reserved at the time and in the manner stated, or shall fail to keep and perform any other condition, stipulation or agreement herein contained, on the part of TENANT to be kept and performed, or if TENANT shall become insolvent or if bankruptcy proceedings shall be begun by or against TENANT, or shall be adjudged voluntary or involuntary bankrupt or make an assignment for the benefit of creditors, or should there be appointed a Receiver to take charge of the premises either in the State or Federal courts, then, in such event, LANDLORD may, at LANDLORD'S option, terminate and end this Lease and re-enter upon the property, whereupon the term hereby granted, and, at LANDLORD'S option, all right, title and interest under it, shall end and TENANT become a tenant at sufferance; LANDLORD may elect to accept rent from such receiver, trustee, or other judicial officer during the term of their occupancy in their fiduciary capacity without affecting LANDLORD'S rights as contained in this lease, but no receiver, trustee or other judicial officer shall ever have any right, title or interest in or to the above described property by virtue of this lease agreement.

17. **SUBORDINATION OF LEASE:** TENANT agrees and understands that this lease shall be subject and subordinate to any mortgage or deed of trust now existing against the premises.

18. **TERMS:** The terms LANDLORD and TENANT as herein contained shall include singular and/or plural, masculine, feminine, and/or neuter, heirs, successors, personal representatives and/or assigns wherever the context so requires or admits.

19. **NON-WAIVER OF PERFORMANCE:** The failure of LANDLORD in one or more instances to insist upon strict performance of observance of one or more of the covenants or conditions hereof or to exercise any remedy, privilege or option herein conferred to, upon or served to LANDLORD, shall not operate or be construed as a relinquishment or waiver for the future of such covenant or condition or of the right to enforce the same or to exercise such privilege, option, or remedy, but the same shall continue in full force and effect. The receipt by LANDLORD of rent, or additional rent of any other payment required to be made by TENANT, or any part thereof, shall not be a waiver of any

other additional rent or payment then due, nor shall such receipt, though with knowledge of the breach of any covenant or condition hereof, operate as or be deemed to be a waiver of such breach, and no waiver by LANDLORD of any of the provisions hereof, or any of LANDLORD'S rights, remedies, privileges or options hereunder shall be deemed to have been made unless made by LANDLORD in writing. If LANDLORD shall consent to the assignment of this lease or to a subletting of all or a part of the demised premises, no further assignment or subletting shall be made without the written consent of LANDLORD first obtained. No surrender of the demised premises for the remainder of the term hereof shall be valid unless accepted by LANDLORD in writing.

20. **HEIRS AND SUCCESSORS:** This contract shall bind LANDLORD and TENANT and their assigns or successors, and the heirs, assigns, administrators, legal representatives, executors or successors as the case may be.

21. **INVALID/UNENFORCEABLE PROVISIONS:** In the event any part of this lease is invalid and/or unenforceable, same shall not effect the rest of the lease which shall remain in full force and effect.

22. **TIME OF THE ESSENCE:** It is understood and agreed between the parties hereto that time is of the essence of this contract and this applies to all terms and conditions contained herein.

23. **NOTICE:** It is understood and agreed between the parties hereto that written notice send by certified mail, return receipt requested, or delivered to the premises leased hereunder shall constitute sufficient notice to TENANT and written notice mailed or delivered to the address where payments are made, or such other address designated by LANDLORD, shall constitute sufficient notice to LANDLORD, to comply with the terms of this contract.

24. **RIGHTS CUMULATIVE:** The rights of LANDLORD under the foregoing shall be cumulative, and failure on the part of LANDLORD to exercise promptly any rights given hereunder shall not operate to forfeit any of said rights.

25. **HAZARDOUS WASTE/MATERIALS:**

- a) TENANT shall not cause any hazardous substances or materials to be located upon the demised premises. TENANT shall be responsible for any and all environmental hazards or wastes affecting the subject property that occur during the period in its tenancy and because of its direct or indirect actions, and shall be fully liable for any and all violations of City, County, State and Federal Ordinances and Laws

pertaining to hazardous waste and materials because of such actions.

- b) During the term of the Lease, Tenant covenants that all activities conducted on the property by the Tenant or any others under Tenants direct control or supervision shall be done in strict compliance with all applicable environmental laws. Tenant shall promptly notify the Landlord in writing of any existing, pending, or, to the knowledge of Tenant threatened investigation or inquiry regarding the property by any governmental authority in connection with applicable environmental laws. The Tenant shall take all reasonable steps to determine that no hazardous substance or solid wastes have been disposed of or other wise released on or to the property or on or to the property associated with the property. The Tenant will not use the property in a manner which will result in the generation, disposal or other release of any hazardous substances on the property and covenants and agrees to undertake reasonable measures to keep or cause the property to be kept free of any hazardous substances and, when occurring because of its actions or actions of those under its supervision, to remove the hazardous substances or soil ground water or surface water contamination to the satisfaction of the Landlord promptly upon discover, at Tenants sole expense. In the event the Tenant fails to do so, after notice to the Tenant, the Landlord may either declare an event of default under this Lease and exercise any and all remedies hereunder provided for in the event of a default.
- c) The Tenant agrees to indemnify and hold the Landlord harmless from and against and to reimburse the Landlord with respect to, any and all claims, demands, cause of action, loss, damage, liabilities, costs and expense (including reasonable attorneys fees and court costs) of any and every kind or character, known or unknown, fixed, contingent, or potential, accreted against or incurred by the Landlord at anytime and from time to time only by reason of or arising out of (a) the breach of any representation or warranty of the Tenant as set forth herein regarding hazardous substance or applicable Environmental laws (b) the failure of the Tenant to perform any obligations herein required to be performed regarding hazardous substances or applicable Environmental laws (c) any violation of any applicable Environmental laws in effect during the term of this Lease and (d) any act, omission, effect, or circumstances existing or occurring (including without limitation the presence on the property or release from the property or the generation on the property of hazardous substances disposed of or otherwise released), resulting from or in connection with construction, occupancy, operation, use and/or maintenance of the property, regardless of whether the act, omission, event or circumstances

constituted a violation of any applicable Environmental law at the time of its existence or occurrence.

26. **RADON GAS NOTIFICATION:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

27. **OPTION TO PURCHASE:** THE Tenant shall have the option to purchase the Leased premises at any time prior to September 15, 2007. The option shall be exercised by mailing a written notice on or before September 15, 2007, to Landlord electing to purchase, prior to said date. The purchase price shall be Eight Hundred and Fifty Thousand Dollars (\$850,000.00) *or the average of two professional appraisals, one commissioned by the LANDLORD and one commissioned by the TENANT.*

format issue: to margin

the lesser of

If this option is exercised, upon closing and sale of the property between North Miami Community Redevelopment Agency and Adeline Cotard, and/or the owner of record, Annie Montgomery Realty shall receive a brokerage fee of 3% of the sales price paid by Seller. of the purchase and sale It is ~~understood~~ understood and agreed between the parties hereto that any charges against TENANT by LANDLORD for services or for work done on the premises by order of TENANT or otherwise accruing under this contract shall be considered as rent due and shall be included in any lien for rent due and unpaid. *It is further understood*

that at closing 50% of all costs of repairs incurred by TENANT and approved by LANDLORD shall be applied against the purchase price,

28. Landlord agrees to pay Annie Montgomery Realty the sole broker on this lease a brokerage fee of 3% on the total rent received.

in addition to the security deposit.

IN WITNESS WHEREOF the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year first above written.

Signed and sealed in the presence of:

LANDLORD:

By: _____
Yolly Roberson P.O.A. for Adeline Cotard

TENANT:

N. Miami Community Redevelopment Agency

By: _____



NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY

DRAFT EMPLOYMENT ADVERTISEMENT

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CRA Attorney
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Date: September 27, 2005

Organization: NORTH MIAMI COMMUNITY
REDEVELOPMENT AGENCY

State: Florida

Title: URBAN PLANNER

Salary: \$42,000 - \$50,000

Preferred start date: February 1, 2006

Description: The North Miami CRA, a 3,300 acre redevelopment area located in the City of North Miami, Florida, is seeking a mid-level URBAN PLANNER.

Responsibilities: A variety of both routine and fairly complex planning related tasks of a technical nature, coordination with the Advisory Board, and involvement with daily CRA operations. In addition, this position will require meeting with, and speaking before various community groups, as well as periodic CRA update reports via community radio.

Requirements: Master's Degree in Urban Planning, Landscape Architecture, or Urban Design or a Bachelor's in Urban Planning with two years professional experience. Applicant must be able to explain planning-related literature, books, reviews, scientific or technical journals, abstracts, financial reports, and/or legal documents. Applicant must be able to work effectively and efficiently with the public. Knowledge of Florida growth management laws and land development regulations is a plus.

Seeking applicants who are bilingual English/Creole.

Please email resume and cover sheet with the subject line of URBAN PLANNER to resume@northmiamicra.org

Web address: www.northmiamicra.org



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