



AGENDA
NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY
BOARD MEETING

Tuesday, February 27, 2007
5:30 P.M.

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

CALL TO ORDER – Pledge of Allegiance; Roll Call

APPROVAL OF MINUTES - Regular Meeting on Tuesday, January 23, 2007

ITEMS FOR REVIEW AND/OR ACTION

I. TAB 1

Action Item: Continuation of the discussion from January 4, 2007 regarding the implementation of Affordable Housing Strategies and the alternative recommendations for the distribution of the CRA's FY 2006-07 funding allocations for Affordable Housing Strategy for Single Family Home Rehabilitation (\$602,950) – (Attachment)

NOTE: At the February 12, 2007 CRA Advisory Committee (CRAAC) meeting, a motion was adopted in support of "Alternative C," to give priority to eligible homeowners from the City of North Miami's waiting list to be supplemented by homeowners identified during the CRA's application process. An amendment to the motion asked the Executive Director to further investigate the waiting list and report back with suggestions. (*Approved 5 to 1*)

II. TAB 2

Action Item: Proposed Installation and Services Agreement and Compensation Agreement between the North Miami CRA and Comcast of South Florida II, Inc. for cable service for the Pioneer Gardens housing development

NOTE: At the February 12, 2007 CRAAC meeting, a motion was adopted in support of the Comcast Agreement. (*Approved 8 to 0*)

III. TAB 3

Action Item: Proposed First Amendment to the Interlocal Agreement between the City of North Miami and the North Miami CRA regarding the conveyance of additional property from the City to the CRA for the Pioneer Gardens housing development

NOTE: At the February 12, 2007 CRAAC meeting, a motion was adopted in support of the Proposed First Amendment to the Interlocal Agreement.
(Approved 8 to 0)

IV. REPORTS

- A. Board Members Report
 - Chair Kevin A. Burns
 - Member Michael R. Blynn
 - Member Jacques Despinosse
 - Member Scott Galvin
 - Member Marie Erlande Steril
- B. CRA Attorney
- C. Executive Director
- D. Next Board Meeting – March 27, 2007 at 5:30 p.m.
Next Advisory Committee Meeting – Monday, March 5, 2007 at 6:00 p.m.

V. 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 CRA Secretary at (305) 895-9817.

SUMMARY MINUTES

REGULAR COMMUNITY REDEVELOPMENT AGENCY MEETING

January 23, 2007

A regular meeting of the Chairman and Members of the Community Redevelopment Agency (CRA) Board was held in the North Miami Council Chambers of City Hall on Tuesday, January 23, 2007, beginning at 5:36 p.m.

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

Note: The actual agenda and all backup materials for each CRA Board meeting and CRA Advisory Committee meeting can be found at: www.NorthMiamiCRA.org

Flag salute led by Steven Zelkowitz

ROLL CALL

Marie Erlande Steril	Here
Scott Galvin	In at 5:38 pm
Chairman Kevin A. Burns	Here
Jacques Despinosse	In at 6:21 pm
Michael R. Blynn	Here

Approval of Minutes: Regular Meeting – Tuesday, December 12, 2006, approved by Board

ITEMS FOR REVIEW AND/OR ACTION

I. TAB 1 – ACTION ITEM: RESOLUTION APPROVING THE CRA EXECUTIVE DIRECTOR’S RECOMMENDATIONS FOR THE AWARD OF CRA COMMERCIAL REHABILITATION AND BEAUTIFICATION GRANTS

The CRA Executive Director reviewed recommendations for the award of CRA Commercial Rehabilitation and Beautification grants. The CRA Executive Director advised the recommendations reflected CRA Advisory Board considerations of the Review Committee. Board discussion. The Board approved the Resolution by a 4-0 vote. Board Member Despinosse absent.

II. TAB 2 – ACTION ITEM: RESOLUTION AUTHORIZING THE EXECUTION OF A PROPOSED CONTRACT WITH SANSON, KLINE JACOMINO & COMPANY, LLP PURSUANT TO THE CONTRACT

AWARD FOR RFP #2006-02 TO CONDUCT THE INDEPENDENT AUDIT OF THE CRA FOR FY 2005-06

The CRA Executive Director presented the Resolution authorizing the execution of a proposed contract with Sanson, Kline, Jacomino & Company, LLP. Board discussion. The Board approved the Resolution by a 4-0 vote. Board Member Despinosse absent.

III. TAB 3 – ACTION ITEM: RESOLUTION AUTHORIZING THE EXECUTION OF A PROPOSED CONTRACT WITH THE HOUSING PARTNERSHIP OF NORTH MIAMI PURSUANT TO THE CONTRACT AWARD FOR RFP #2006-03 TO PROVIDE HOMEBUYER TRAINING, CREDIT PRE-QUALIFICATION AND PURCHASE ASSISTANCE SERVICES

The CRA Executive Director presented the Resolution authorizing the execution of a proposed contract with the Housing Partnership of North Miami. The Board approved the Resolution by a 4-0 vote. Board Member Despinosse absent.

IV. DISCUSSION ITEM: THE IMPLEMENTATION OF AFFORDABLE HOUSING STRATEGIES AND RECOMMENDATIONS FOR THE DISTRIBUTION OF THE CRA'S FY 2006-07 FUNDING ALLOCATIONS FOR AFFORDABLE HOUSING STRATEGIES: HOMEBUYER SUBSIDIES (\$200,000), DEVELOPER/OWNER INCENTIVES (\$500,000) AND SINGLE FAMILY HOME REHABILITATION (\$602,950)

The CRA Executive Director reviewed the table of strategies provided in the Agenda packet and motions made by the CRA Advisory Committee. Board discussion, public discussion. The Board approved by a 4-0 vote, the recommendations: Home Buyer's Subsidies as stated in Alternative B, Developer/Owner Incentives as stated in Alternative A, agreeing with the overall concept of the CRA purchase of existing housing units and deferring Single Family Home Rehabilitation until the next CRA Board meeting. Board Member Despinosse absent.

V. ACTION ITEM: CRA EXECUTIVE DIRECTOR'S RECOMMENDATION REGARDING THE POTENTIAL ACQUISITION AND REHABILITATION OF THE BEL HOUSE APARTMENTS CONTAINING 65 UNITS LOCATED AT NE 139TH STREET AND NE 6TH AVENUE BY THE CRA TO BE PRESERVED AS AFFORDABLE RENTAL APARTMENT UNITS

The Executive Director reviewed the recommendation regarding requesting support of the Board, authorizing negotiations for the acquisition of the Bel House Apartments, to be brought back to the CRA Advisory Committee and the CRA Board. Board discussion. The Board approved by a 4-0 vote. Board Member Despinosse absent.

VI. ACTION ITEM: THE STATUS OF A FEASIBILITY REVIEW AND THE CRA EXECUTIVE DIRECTOR'S RECOMMENDATION REGARDING THE POTENTIAL ACQUISITION AND REDEVELOPMENT OF THE MIAMI WAY THEATER BUILDING LOCATED AT 12615 WEST DIXIE HIGHWAY CONSISTENT WITH THE CRA REDEVELOPMENT PLAN

The Executive Director provided a status report to the Board. The Executive Director requested support of the Board, authorizing negotiations for the acquisition of the Miami Way Theater and the adjacent building. Board discussion. The Board approved by a 4-0 vote. Board Member Despinosse absent.

VII. ACTION ITEM: CRA EXECUTIVE DIRECTOR'S RECOMMENDATION REGARDING PROPOSED CRITERIA FOR SPONSORSHIP/SUPPORT OF LOCAL ORGANIZATION EVENTS, PROGRAMS AND FUNCTIONS

The Executive Director presented a proposed policy that governs sponsorship/support of local organization events, programs and functions. Board discussion. The Board approved by a 5-0 vote.

VIII. ACTION ITEM: RESOLUTION AUTHORIZING THE EXECUTION OF A PROPOSED FINAL AGREEMENT TO OBTAIN A LINE OF CREDIT IN AN AMOUNT UP TO \$10,758,300 FROM REGIONS BANK PURSUANT TO THE CONTRACT AWARD PURSUANT TO CRA RFP #2006-01

The Executive Director presented the Resolution regarding the proposed final agreement with Regions Bank. Board discussion. The Board approved by a 5-0 vote.

IX. DISCUSSION ITEM: UPDATE REGARDING THE REVISED TIMELINE FOR THE NEW CITY COMPREHENSIVE DEVELOPMENT MASTER PLAN (CDMP)

The Executive Director presented the revised timeline for the new City Comprehensive Development Master Plan (CDMP). Board discussion.

X. DISCUSSION ITEM: CRA ADVISORY COMMITTEE VACANCIES – 3 APPOINTMENTS NEEDED

Board Member Galvin appointed Armando Vidal to the CRA Advisory Committee. The Board approved unanimously.

XI. REPORTS

A. Board Members

The Board discussed holding CRA Advisory Committee meetings in the Council Chambers for video recording.

B. CRA Attorney

(NONE)

C. Executive Director

The Executive Director advised of ongoing activity beginning on sight at Pioneer Gardens.

The Executive Director advised the Resolution regarding expanding the Enterprise Zone was going forward to the Board of County Commissioners on January 25th.

The Executive Director advised the Beacon Council awards recognized the partnership of North Miami and Biscayne Landing as an award recipient for corporate responsibility to be presented February 28th, 2007.

D. Next Board Meeting: February 27, 2007, at 5:30 PM
Next Advisory Committee Meeting – February 5, 2007, at 6:00 PM

ADJOURNMENT

Meeting adjourned at 6:40 p.m.

TAB 1



AGENDA ITEM I

NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY

CRA Board
Kevin A. Burns, Chair
Michael R. Blynn
Jacques Despinosse
Scott Galvin
Marie Erlande Steril

Executive Director
Tony E. Crapp, Sr.

CRA Attorney
Steven W. Zelkowitz

Date: February 27, 2007

To: Honorable Chairman and Members
CRA Board of Commissioners

From: Tony E. Crapp, Sr.
Executive Director

Subject: Implementation of Affordable Housing Strategies and recommendations for the distribution of the CRA's FY 2006-07 funding allocations for Affordable Housing Strategies

In follow-up to the allocation of \$1.3M in funding in the CRA FY 2006-07 budget for various affordable housing strategies, and a meeting that was convened by CRA Board Chair, Honorable Mayor Kevin A. Burns on September 27, 2006 attached please find a table that presents information regarding alternative recommendations for the distribution of the available funding among the various affordable housing strategies. Please also note that the CRA Executive Director has devoted considerable time during October-December in individual follow-up meetings and discussions with a number of developers, apartment building owners, and other property owners regarding their expressions of interest in working with the CRA in a variety of ways to develop or preserve affordable housing units in the City of North Miami. In addition to those meetings the Executive Director has had several meetings with North Miami Housing and the staff of the City of North Miami Community Planning and Development Department regarding the coordinated implementation of CRA affordable housing strategies.

Please review the attached table in preparation for your continued participation in a discussion at the upcoming meeting regarding the alternative affordable housing strategies and specifically the selection of a recommended process for the implementation of the CRA's Single Family Home Rehabilitation program.

For your information, please be reminded that the CRAAC held a discussion regarding the alternative affordable housing strategies during its meeting on January 4, 2007 and adopted several motions related to this item as indicated below: (1) A motion was made to recommend to the CRA Board "Alternative B" for the implementation of the Homebuyer Subsidies housing strategy. (*Approved 8 to 0*); (2) A motion was made to recommend to the CRA Board "Alternative A" for the implementation of the Developer/Owner Incentives housing strategy. (*Approved 5 to 3*); (3) A motion was made to table



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AGENDA ITEM I

NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY

CRA Board

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the discussion relative to the alternative implementation processes for the Single Family Home Rehabilitation strategy to the next meeting of the CRAAC on February 5, 2007. (*Approved 8 to 0*); and (4) A motion was made to support the Executive Director's recommendation regarding the CRA's purchase of existing housing units for preservation as rental units or as homeownership units. (*Approved 7 to 1*)

During the CRA Board meeting on January 23, 2007 the Board adopted the recommendations of the CRAAC relative to items 1,2 and 4 as indicated above.

With regard to the pending CRA Board discussion regarding the selection of a recommended process for the implementation of the CRA's Single Family rehabilitation program, please be advised that the CRAAC continued its discussion of this subject on February 12, 2007 and as the result adopted a motion recommending that the CRA Board approve Implementation Process C for the CRA's Single Family Home Rehabilitation strategy.

In recommending the use of the City's Waiting List (copy attached) as the first source of eligible applicants for the CRA's Single Family Home Rehabilitation program, the CRAAC requested to have the CRA staff (1) determine the number of applicants from the City's list of 207 that are located within the CRA boundaries, (2) contact the eligible applicants to determine their continued need for rehabilitation assistance and (3) recommend how to prioritize the applicants for assistance based on their varying needs. In this regard, CRA and City staff have determined that 156 of the 207 applicants on the waiting list have properties located within the CRA boundaries (copy of the list is attached).



NMCRA Board memo re CRA Affordable Housing Strategies and Funding for 022707 tecsr 022007

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DRAFT as of 02/13/07

NMCRA Affordable Housing Strategies and Recommendations for the distribution of FY 2006-07 Funding Allocations

(1) Affordable Housing Strategy	(2) FY 2006-07 Funding Allocation	(3) Alternative Implementation Process A	(4) Alternative Implementation Process B (Approved by the CRA Board on 1/23/07)	(5) Alternative Implementation Process C	(6) Comment(s)
Homebuyer Subsidies	\$200,000	Through an open application process for a specific time period, solicit eligible North Miami residents to apply for First-Time Homebuyer Purchase Subsidies. Recipients of subsidies up to \$50K will be determined based on a first come and first qualified basis.	Through an open application process for a specific time period, solicit eligible North Miami residents to apply for First-Time Homebuyer Purchase Subsidies. Recipients of subsidies up to \$50K will be determined through a lottery selection among all of the qualified eligible residents.	<p>In coordination with the City of North Miami, allocate the CRA funding to leverage the City's funding assistance to the 60 unit Venice Park condo conversion project located at 1895 Venice Park Drive. The City is providing \$100K in CHDO set-aside funding to support the reduction in the sales price of the units by \$20K each; and is also providing \$200K in homebuyer assistance up to \$40K for 5 buyers.</p> <p>The sales price for the 1 bedroom/1 bath condos start at \$131,900 up to \$146,900; and the 2 bedroom/2 bath condos start at \$164,000 up to \$179,900.</p>	NMH will inspect the housing units to be acquired to ensure compliance with applicable USHUD Housing Quality Standards as per the CRA Redevelopment Plan.

DRAFT as of 02/13/07

(1) Affordable Housing Strategy	(2) FY 2006-07 Funding Allocation	(3) Alternative Implementation Process A (Approved by the CRA Board on 1/23/07)	(4) Alternative Implementation Process B	(5) Alternative Implementation Process C	(6) Comment(s)
Developer/Owner Incentives	\$500,000	Through an open application process for a specific time period, allocate funding for Condo Purchase Subsidies up to \$50K per unit to condo conversion housing developments based on (1) lowest proposed housing unit sale price for maximum affordability to the unit buyer; (2) units to be purchased meeting USHUD Housing Quality Standards as per the CRA Redevelopment Plan; and (3) Lowest amount of average Condo Purchase Subsidy assistance per buyer.	Through an open application process for a specific time period, allocate Rehabilitation Assistance funding up to \$50K per unit to developers or multi-family apartment building owners based on (1) the number of units to be sold at an affordable price to buyers at 50%-120% of Area Median Income; (2) units to be purchased meeting USHUD Housing Quality Standards as per the CRA Redevelopment Plan; (3) Lowest average cost of rehabilitation per unit; and (4) Lowest % of Developer Fee/Profit (e.g. Total Projected Sales Revenue as Rehabilitated / Total Acquisition Cost)	Through an open application process for a specific time period, allocate Rehabilitation Assistance up to \$50K per unit to developers or multi-family apartment building owners based on (1) the number of units proposed to remain affordable for the greatest number of persons at the lowest % of AMI between 50%-120%; (2) units to be assisted meeting USHUD Housing Quality Standards as per the CRA Redevelopment Plan; and (3) the number of years proposed for the affordability period with the minimum requirement being five (5) years.	NMH will be involved in the process of reviewing the quality of the rehabilitation work performed in the units being assisted for compliance with applicable housing quality standards.

DRAFT as of 02/13/07

(1) Affordable Housing Strategy	(2) FY 2006-07 Funding Allocation	(3) Alternative Implementation Process A	(4) Alternative Implementation Process B	(5) Alternative Implementation Process C (Recommended by the CRAAC on 2/12/07)	(6) Comment(s)
Single Family Home Rehabilitation	\$602,950	Through an open application process for a specific time period, solicit eligible North Miami homeowners to apply for Single Family Home Rehabilitation Assistance. Recipients of assistance up to \$50K will be determined based on a first come and first qualified basis.	Through an open application process for a specific time period, solicit eligible North Miami homeowners to apply for Single Family Home Rehabilitation Assistance. Recipients of assistance up to \$50K will be determined through a lottery selection among all of the qualified eligible residents.	Through the use of the City of North Miami's Waiting List for assistance through the Single Family Rehabilitation Program as a first priority and by supplementing the number of eligible homeowners identified from the Waiting List through an open application process for a specific time period, solicit eligible North Miami homeowners to apply for Single Family Home Rehabilitation assistance. Recipients of assistance up to \$50K will be determined through a first come and first qualified basis.	The CRA will be responsible for coordinating the process of homeowner qualification and selection; and for providing the funding assistance to each participating homeowner. NMH will evaluate the homeowner's requested scope of work, negotiate an eligible scope of work with homeowners that result in the enhanced affordability of the assisted homes, and perform the rehabilitation work for the assisted homeowners. Rehabilitated homes must meet USHUD Housing Quality Standards as per the CRA Redevelopment Plan.

DRAFT as of 02/13/07

(1) Affordable Housing Strategy	(2) FY 2006-07 Funding Allocation	(3) Alternative Implementation Process A (Approved by the CRA Board on 1/23/07)	(4) Alternative Implementation Process B	(5) Alternative Implementation Process C	(6) Comment(s)
CRA Purchase of Existing Housing Units for Preservation as Rental Units or as Homeownership Units	\$-0- Note: Funding needs to be identified in the FY 2006-07 Amended Budget through the reprogramming of funds	<p>Through an open application process the CRA will solicit formal letters of interest from the owners of existing housing properties relative to their interest in working with the CRA through the sale, lease/purchase, or joint-development of their properties. The CRA will establish criteria for the solicitation of formal letters of interest and for the selection of properties for acquisition from willing sellers or joint-venture partners.</p> <p>The process delineated above shall not limit the CRA from the pursuit of unique or special opportunities for property acquisitions or partnerships that may be in the best interest of the CRA subject to the approval of the CRA Board with the recommendation of the CRA Executive Director. Such acquisitions may include existing housing properties as well as vacant land for the development of affordable housing.</p>	N/A	N/A	The CRA Board has authorized the acquisition of a duplex housing unit adjacent to the Pioneer Gardens site owned by the CRA as a unique opportunity. This acquisition is expected to close in January 2007 and funding will be reprogrammed within the CRA's FY 2006-07 budget for the acquisition/rehab and management of the property. The expected cost for acquisition of the property is \$325K. The property will be rehabilitated and managed by NMH.
TOTAL	\$1,302,950				

CONM
SINGLE-FAMILY REHABILITATION PROGRAM
< WAITING LIST >

2/5/2007

LAST NAME	FIRST NAME	ADDRESS	CITY	STATE	ZIP CODE	DATE	SPECIAL NEEDS
JOSEPH	ROLESTERNE	1190 N.W. 131ST STREET	NORTH MIAMI	FLORIDA	33168	06/17/02	child
VALMR	PAULETTE	1460 N.E. 142ND STREET	NORTH MIAMI	FLORIDA	33161	06/18/02	senior parent
NEANCE	INOCENT/LOUISE	750 N.W. 127TH STREET	NORTH MIAMI	FLORIDA	33168	06/20/02	senior
MORALES	GLORIA/FRANCISCO	1161 NE 140 STREET	NORTH MIAMI	FLORIDA	33161	06/25/02	senior
SUPPLICE	EMMANUELA/EMMANUEL	590 N.W. 128TH STREET	NORTH MIAMI	FLORIDA	33168	06/25/02	senior
JASON	LYNIE	1141 N.E. 140TH STREET	NORTH MIAMI	FLORIDA	33161	06/27/02	
CARIS	SANTIAGUE	300 N.E. 123RD STREET	NORTH MIAMI	FLORIDA	33161	06/30/02	small children
MONCOEUR	JHOWDIEU	12605 N.W. 1ST COURT	NORTH MIAMI	FLORIDA	33168	07/02/02	senior
RAPHEL	SAGESSE/PAULETTE	770 N.W. 129TH STREET	NORTH MIAMI	FLORIDA	33168	07/02/02	
DAYS-PRATT	THERESA	12345 N.W. 10TH AVENUE	NORTH MIAMI	FLORIDA	33168	07/08/02	
JEANTY	YOLENE	140 NW 121ST STREET	NORTH MIAMI	FLORIDA	33168	07/08/02	
JOSEPH	CLEMENE/LUCKNER	935 N.E. 146TH STREET	NORTH MIAMI	FLORIDA	33161	07/08/02	
WALDRON	CHARLES	1525 N.E. 127TH STREET	NORTH MIAMI	FLORIDA	33161	07/08/02	
HOWARD	LISAMARY	940 N.E. 143RD STREET	NORTH MIAMI	FLORIDA	33161	07/09/02	
ATILA	NELIE	1006 NW 120TH STREET	NORTH MIAMI	FLORIDA	33168	07/11/02	
EXALANT	MONIQUE	745 N.E. 140TH STREET	NORTH MIAMI	FLORIDA	33161	07/12/02	45 YEARS OLD
GREEN	ELZABETH	625 N.E. 130TH STREET	NORTH MIAMI	FLORIDA	33161	07/12/02	
PERICLES	AMOS	75 NE 133RD STREET	NORTH MIAMI	FLORIDA	33161	07/12/02	
ETIENNE	MARIE L	1475 N.E. 135TH STREET	NORTH MIAMI	FLORIDA	33161	07/23/02	senior parent
DEUS	ELIFRANC/MERCICIEU	1241 N.E. 131ST STREET	NORTH MIAMI	FLORIDA	33161	07/25/02	
FRENCH	SANDRA	12610 N.E. 1ST COURT	NORTH MIAMI	FLORIDA	33161	07/25/02	
EUGENE	ARISKAREN	110 N.E. 128TH Terrae	NORTH MIAMI	FLORIDA	33161	07/29/02	
BERNADIN	ELISSAINT/MERCIE	1065 N.W. 128TH STREET	NORTH MIAMI	FLORIDA	33168	07/30/02	
HUMPHREYS	ETIA	1625 NW 131ST STREET	NORTH MIAMI	FLORIDA	33167	07/30/02	senior
BISSAINTHE	LYNDA	745 N.W. 130TH STREET	NORTH MIAMI	FLORIDA	33168	08/02/02	
LEWIS	ALTHEA	455 NE 135TH STREET	NORTH MIAMI	FLORIDA	33161	08/02/02	
SAINTE FLEUR	EUGENIE/ANDRE	150 N.E. 121ST TERRACE	NORTH MIAMI	FLORIDA	33161	08/05/02	senior
PIERRE	LEONIE/ELZE	12135 NORTH MIAMI AVENUE	NORTH MIAMI	FLORIDA	33168	08/26/02	
BREYD	MARIE A	835 NW 121ST STREET	NORTH MIAMI	FLORIDA	33168	09/12/02	
MISSICK	MARCIA	775 NW 122ND STREET	NORTH MIAMI	FLORIDA	33168	09/18/02	
BEAUGHAMP	JACQUELINE M.	879 N.E. 133RD STREET	NORTH MIAMI	FLORIDA	33168	09/21/02	senior
ULYSSE	RENETTE	1615 NW 132ND STREET	NORTH MIAMI	FLORIDA	33167	09/24/02	
WOODS	MELITA	150 N.W. 126TH STREET	NORTH MIAMI	FLORIDA	33168	09/24/02	
LEFRANCE	CHANTAL	890 NE 131ST STREET	NORTH MIAMI	FLORIDA	33161	09/26/02	
PORTER	DDN	1140 NW 126th STREET	NORTH MIAMI	FLORIDA	33168	10/03/02	
ACHILLE	DANIEL	431 N.E. 122ND STREET	NORTH MIAMI	FLORIDA	33161	10/10/02	senior
SAINTE	MARKEYGHISLENE	75 NE 127TH STREET	NORTH MIAMI	FLORIDA	33161	10/24/02	
AUDERER	JACQUES	320 NE 130TH STREET	NORTH MIAMI	FLORIDA	33161	10/25/02	senior
FELIX	JEAN M.	1085 NW 126TH STREET	NORTH MIAMI	FLORIDA	33168	11/01/02	
JEAN	CLENIDE	1305 NE 142ND STREET	NORTH MIAMI	FLORIDA	33161	11/22/02	
CHARLES	PAULETTE	808 NE 131ST STREET	NORTH MIAMI	FLORIDA	33161	12/04/02	senior parent
SANON FILS	VICTORIA	510 N.E. 135TH STREET	NORTH MIAMI	FLORIDA	33161	12/12/02	
ISAAC	HENRY/NICOLE	12155 N. MIAMI AVENUE	NORTH MIAMI	FLORIDA	33168	12/20/02	
BARTHELEMY	CHECE/INE	5666 NW 133RD STREET	NORTH MIAMI	FLORIDA	33167	12/26/02	
NARCISSE-ESTIME	LUCIENNE M.	1030 NW 122ND STREET	NORTH MIAMI	FLORIDA	33168	12/29/02	
PELOTE	HADINE	14255 N.E. 10TH AVENUE	NORTH MIAMI	FLORIDA	33161	01/06/03	
BAPTISTE	MARIE J.	12020 N.W. 8TH AVENUE	NORTH MIAMI	FLORIDA	33168	01/09/03	
PAUL	VILLARD/JACQUELINE	12210 N.E. MIAMI COURT	NORTH MIAMI	FLORIDA	33161	01/17/03	
ST CYR	ALIX/MICHELINE	1135 N.W. 128TH STREET	NORTH MIAMI	FLORIDA	33168	01/27/03	
BYRD	ROBERT F.	1385 N.W. 128TH STREET	NORTH MIAMI	FLORIDA	33167	02/07/03	
FIGUERA	RUBEN	521 N.E. 142ND STREET	NORTH MIAMI	FLORIDA	33161	02/10/03	
DONZE	CARMELLE	920 N.W. 123RD STREET	NORTH MIAMI	FLORIDA	33168	02/19/03	
FELIX	CERLINE C	5021 NE 137TH STREET	NORTH MIAMI	FLORIDA	33161	02/19/03	
LAGUERRE	ST. ARMAND/M. SOLANGE	1100 NW 127TH STREET	NORTH MIAMI	FLORIDA	33168	02/19/03	
CHIN	INGRID	12650 NE 1st COURT	NORTH MIAMI	FLORIDA	33161	02/24/03	
DURANDISSE	GHISLAINE	425 NW 121ST STREET	NORTH MIAMI	FLORIDA	33168	02/26/03	
GITTENS	ALBERT/SHIRLEY	1035 NW 143RD STREET	NORTH MIAMI	FLORIDA	33168	02/26/03	
JACKSON	FLOSSIE MAE	1055 NW 128TH STREET	NORTH MIAMI	FLORIDA	33168	02/28/03	
MERISE	MARIE V	1260 NW 123RD STREET	NORTH MIAMI	FLORIDA	33167	03/04/03	
PIERRE-LOUIS	WILFRID	479 N.E. 129TH STREET	NORTH MIAMI	FLORIDA	33161	03/04/03	
FRANCOIS	RAYMOND	760 N.E. 139TH STREET	NORTH MIAMI	FLORIDA	33161	03/10/03	
VERNET	LOURDIE	215 N.W. 121ST STREET	NORTH MIAMI	FLORIDA	33168	03/10/03	
RUALES	MARIA V.	535 NW 135TH STREET	NORTH MIAMI	FLORIDA	33168	03/13/03	
METELLUS	ANNA	575 N.E. 140TH STREET	NORTH MIAMI	FLORIDA	33161	03/19/03	
PIERRE	GARDMYR/JACQUES	1195 N.W. 134TH STREET	NORTH MIAMI	FLORIDA	33168	03/19/03	
CAZELIA	WISTA	15011 N.E. 11TH AVENUE	NORTH MIAMI	FLORIDA	33161	04/01/03	
REHARD	FERNANDE	490 N.W. 134TH STREET	NORTH MIAMI	FLORIDA	33168	04/02/03	
LATTIBEAUDIERE	MILICEAT	12720 N.W. 13TH AVENUE	NORTH MIAMI	FLORIDA	33167	04/03/03	
PIERRE	MALICE/JEAN	1520 NW 127TH STREET	NORTH MIAMI	FLORIDA	33167	04/08/03	
JEAN-ROMAIN	ROSA	540 NW 133RD STREET	NORTH MIAMI	FLORIDA	33168	04/16/03	
ALEXIS	FREDERICK/VENTHE	1120 NW 130th STREET	NORTH MIAMI	FLORIDA	33168	04/21/03	
DALBERISTE	MARLENE/RENOLD	1315 NE 126TH STREET	NORTH MIAMI	FLORIDA	33167	04/21/03	
PIERRE	MARIE J.	12775 N.W. 1ST AVENUE	NORTH MIAMI	FLORIDA	33168	04/22/03	
FLOSTEN	KEFLY	1340 N.W. 135TH STREET	NORTH MIAMI	FLORIDA	33167	04/23/03	
PALMER	MATILDA	866 NE 134th STREET	NORTH MIAMI	FLORIDA	33161	04/23/03	
PETERSON	NANCY	12345 NW 15th AVENUE	NORTH MIAMI	FLORIDA	33167	04/25/03	
PAGANO	LORLI	920 NW 124TH STREET	NORTH MIAMI	FLORIDA	33168	04/30/03	
JEAN-LOUIS	EDUIGE	1035 N.W. 132ND STREET	NORTH MIAMI	FLORIDA	33168	05/01/03	
ANTIONE	MARIE	300 NW 125th STREET	NORTH MIAMI	FLORIDA	33168	05/29/03	
DAVIDSON	DAISY H.	410 NW 122nd STREET	NORTH MIAMI	FLORIDA	33168	06/01/03	
DESAUGUSTE	SAINT-ANGE	180 NE 135th STREET	NORTH MIAMI	FLORIDA	33161	06/02/03	
JACKSON	FRANCIS J.	12120 NE 11th PLACE	NORTH MIAMI	FLORIDA	33161	06/16/03	
LAFRANCE	GENEVIEVE	1530 NW 125th STREET	NORTH MIAMI	FLORIDA	33167	07/01/03	
MARTINEZ	LOURDES	13670 NW 5th AVENUE	NORTH MIAMI	FLORIDA	33168	07/03/03	
CALIXTE	ROBILLARD	1190 NW 120th STREET	NORTH MIAMI	FLORIDA	33168	07/28/03	
STEIN	STATON J.	1525 NE 131st ROAD	NORTH MIAMI	FLORIDA	33161	07/31/03	
JOSEPH	ANNE D.	260 NW 134th STREET	NORTH MIAMI	FLORIDA	33168	08/11/03	
REID	FRANK F.	11950 NW 16th AVENUE	NORTH MIAMI	FLORIDA	33167	08/18/03	
TAYLOR	ROXIE A.	910 NE 129th STREET	NORTH MIAMI	FLORIDA	33161	08/25/03	
LOUIS	RUTH	12720 NE 13th AVENUE	NORTH MIAMI	FLORIDA	33161	09/01/03	
PLATEL	ANDRE	775 N W 128TH STREET	NORTH MIAMI	FLORIDA	33161	09/08/03	
Jean-Baptiste	Raymode	14505 N.E. 3rd Court	NORTH MIAMI	FLORIDA	33161	12/11/03	
PIERRE	GEANNE	12165 N.W. 6th Ave	NORTH MIAMI	FLORIDA	33168	12/11/03	
OSCAR	SAINTE/ANISE	14875 NE 9th Court	NORTH MIAMI	FLORIDA	33161	12/15/03	
ESTIME	SIMONNE	1740 N.W. 133rd Street	NORTH MIAMI	FLORIDA	33167	12/16/03	82 YEARS OLD
GALLON	DOROTHY	13040 West Gulf Drive	NORTH MIAMI	FLORIDA	33167	12/23/03	
WILLIAMS	RUTH	13585 N.W. 5th Avenue	NORTH MIAMI	FLORIDA	33168	12/30/03	
CARTER	LINDA	1080 N.W. 128TH TERRACE	NORTH MIAMI	FLORIDA	33168	01/05/04	
DEARAMEAUX	IDA	13540 N.E. 1ST AVENUE	NORTH MIAMI	FLORIDA	33161	01/05/04	
GERMAIN	MARIE	1528 N.E. 145TH STREET	NORTH MIAMI	FLORIDA	33161	01/05/04	51 YEARS OLD
SAMPEUR	JEAN	1587 N.E. 124TH STREET	NORTH MIAMI	FLORIDA	33161	01/06/04	
WILLIAMS	VERNITA	721 N.E. 121ST STREET	NORTH MIAMI	FLORIDA	33161	01/06/04	
ESTERLEY	LISA & DALE	14625 N.W. 6TH AVENUE	NORTH MIAMI	FLORIDA	33168	01/27/04	
ST. JULIEN	LUNA	420 N.E. 142ND STREET	NORTH MIAMI	FLORIDA	33161	01/29/04	
THOMAS	JERVEAN (81nd)	12090 N.W. 12TH AVENUE	NORTH MIAMI	FLORIDA	33161	02/11/04	blind
PETIT-HOMME	YVENER	85 N.E. 133RD STREET	NORTH MIAMI	FLORIDA	33161	08/16/05	Per the Mayor application given
DORCE	MERCEDES	310 N.E. 141ST STREET	NORTH MIAMI	FLORIDA	33161	12/22/03	
ADDISON	SHARON	1130 N.W. 130TH STREET	NORTH MIAMI	FLORIDA	33168		
ANTONIA	JOSEPH		NORTH MIAMI	FLORIDA	33168		
APOLLON	MARIE	12430 N.E. AVENUE	NORTH MIAMI	FLORIDA	33161		
AUGUSTE	JEAN	575 N.E. 134TH STREET	NORTH MIAMI	FLORIDA	33161		

CONM
SINGLE-FAMILY REHABILITATION PROGRAM
< WAITING LIST >

2/5/2007

BARRET	DAVID	585 N E. 130TH STREET	NORTH MIAMI	FLORIDA	33181		DISABLED 51 Needs a ramp
BLIESE	JOYCELYN	12605 N.W. 1ST COURT	NORTH MIAMI	FLORIDA	33168		
BOSSE	JEANETTE	657 N.E. 136TH STREET	NORTH MIAMI	FLORIDA	33161		
CADET	MARIE	1424 N.E. 146TH STREET	NORTH MIAMI	FLORIDA	33161		
CANAL	FEQUENS	1310 N.W. 123RD	NORTH MIAMI	FLORIDA	33167		
CAZEAU	GISELLE	770 N.W. 131ST STREET	NORTH MIAMI	FLORIDA	33168		
CELESTIN	MARIE	13266 N.E. 4TH COURT	NORTH MIAMI	FLORIDA	33161		53 YEARS OLD
CHARLES-MARC	JEAN	901 N.E. 137TH STREET	NORTH MIAMI	FLORIDA	33161		65 YEARS OLD
CHERVIN	MAGALIE	448 N.W. 136TH STREET	NORTH MIAMI	FLORIDA	33168		
CLARKE-DOWNER	VOILET	1460 N.E. 117TH STREET	NORTH MIAMI	FLORIDA	33161		60 YEARS OLD
COMPARE	ELIUS	769 N.W. 125TH STREET	NORTH MIAMI	FLORIDA	33168		
DAPHINIS	ALAIN	1070 N.E. 146TH STREET	NORTH MIAMI	FLORIDA	33161		
DIEUJUSTE	LISENA	1408 N.E. 134TH STREET	NORTH MIAMI	FLORIDA	33161		41 YEARS OLD
DOR	CHARLEMAGNE	1121 N.E. 135TH STREET	NORTH MIAMI	FLORIDA	33161		
DOORVILMA	MARIE	1160 N.E. 140TH STREET	NORTH MIAMI	FLORIDA	33161		66 YEARS OLD
DOUBERNARD	ADRIEN	734 N.E. 145TH STREET	NORTH MIAMI	FLORIDA	33161		42 YEARS OLD
DOUGROT	YOLENE	1250 N.W. 129TH STREET	NORTH MIAMI	FLORIDA	33167		
DUSSARD	HENRY	12414 NW 8TH AVENUE	NORTH MIAMI	FLORIDA	33168		
EPLIPHA	MARIE	499 N.W. 133RD STREET	NORTH MIAMI	FLORIDA	33168		
ESTY	MICHELLE	1020 N.E. 142ND STREET	NORTH MIAMI	FLORIDA	33161		
ETIENNE	MARIE	12560 N.E. 9TH AVENUE	NORTH MIAMI	FLORIDA	33161		
FAYE	MIRELEINE	870 N.E. 138TH STREET	NORTH MIAMI	FLORIDA	33161		
FAYOL	MILFORT/EDLYNE	685 NE 137TH STREET	NORTH MIAMI	FLORIDA	33161		
FERTILIEU	OCTALISE	553 N.W. 113TH STREET	NORTH MIAMI	FLORIDA	33168		
FLEURIMAR	MERCCELLE	1450 N.E. 137TH STREET	NORTH MIAMI	FLORIDA	33161		43 YEARS OLD
FLEURINOR	LUCIENNE N	365 N.E. 129TH STREET	NORTH MIAMI	FLORIDA	33161		56 YEARS OLD
FRANCIS	ELLA	195 N.E. 133RD STREET	NORTH MIAMI	FLORIDA	33161		36 YEARS OLD
FRANCOIS	SIMONE	555 N.W. 136TH STREET	NORTH MIAMI	FLORIDA	33168		65 YEARS OLD
FRANCOIS	ELIE	860 N.E. 137TH STREET	NORTH MIAMI	FLORIDA	33168		
GAY	ESTERN	110 N.E. 129TH STREET	NORTH MIAMI	FLORIDA	33161		DISABLED 64
GAYLOR	NOVLINE	1635 N.W. 124TH STREET	NORTH MIAMI	FLORIDA	33167		52 YEARS OLD
GEORGES	MARIE	1598 N.W. 122ND STREET	NORTH MIAMI	FLORIDA	33167		51 YEARS OLD
GERMAIN	MARIE LUCE	135 NW 124TH STREET	NORTH MIAMI	FLORIDA	33168		
GOLLIOTH	MONIQUE & EDDY	640 N.E. 137TH STREET	NORTH MIAMI	FLORIDA	33161		
GONZALEZ	NOEMI	487 N.E. 136TH STREE	NORTH MIAMI	FLORIDA	33167		78 YEARS OLD
HILAIRE	ROSELLE	1500 N.E. 142ND STREET	NORTH MIAMI	FLORIDA	33161		
JACQUES	ELIDIEU	455 N.E. 127TH STREET	NORTH MIAMI	FLORIDA	33161		62 YEARS OLD
JACQUES-LOUIS	JACQUELINE	12210 N.E. MIAMI COURT	NORTH MIAMI	FLORIDA	33161		
JAMES	MAMIE	425 N.W. 124TH STREET	NORTH MIAMI	FLORIDA	33168		
JEAN	CLERMENCIA	1551 N.E. 160TH STREET	NORTH MIAMI	FLORIDA	33162		
JEAN	EPHISE & RIJAD	641 N.E. 141ST STREET	NORTH MIAMI	FLORIDA	33161		
JEAN CLAUDE	JEAN	12040 N.W. 15TH AVENUE	NORTH MIAMI	FLORIDA	33167		
JEAN-JOSEPH	LOUIS	640 N.E. 141ST STREET	NORTH MIAMI	FLORIDA	33161		
JORGE LUIS	TOLEDO	785 N.W. 133RD TERR	NORTH MIAMI	FLORIDA	33168		
JOSEPH	LINDA	12350 N.W. 15TH AVENUE	NORTH MIAMI	FLORIDA	33167		
JOSEPH	MICHAELLE						
JOSEPH	GOSIER	1561 N.W. 132ND TERRACE	NORTH MIAMI	FLORIDA			
JOSEPH	LAURANA	980 N.E. 122ND STREET	NORTH MIAMI	FLORIDA	33161		
JUSMA	JILOR	662 N.E. 138TH STREET	NORTH MIAMI	FLORIDA	33161		
LATOURE	MAXINE & NANCY	985 N.W. 132ND STREET	NORTH MIAMI	FLORIDA			
LONDONO	MARYUTH	540 N.E. 127TH STREET	NORTH MIAMI	FLORIDA	33161		73 YEARS OLD
LOUIS	JOACHIM	14715 N.E. 120TH STREET	NORTH MIAMI	FLORIDA	33161		57 YEARS OLD
LOUIS	GEORGES	131- N.E. 129TH STREET	NORTH MIAMI	FLORIDA	33161		56 YEARS OLD
LOUIS-JEUNE	AZIO	12815 N.E. 11TH AVENUE	NORTH MIAMI	FLORIDA	33161		
MARIE	EPLIPHA	490 N.W. 133RD STREET	NORTH MIAMI	FLORIDA	33168		
MARTELLY	ANNE MARIE	13515 N.E. 142ND PLACE	NORTH MIAMI	FLORIDA	33161		
MAURICE	MARIE	680 N.E. 143RD STREET	NORTH MIAMI	FLORIDA	33161		
MCL EAN	HURFLYON	190 N.E. 131ST STREET	NORTH MIAMI	FLORIDA	33161		
MILFORD	SONYA	12780 N.W. 1ST AVENUE	NORTH MIAMI	FLORIDA	33168		50 YEARS OLD
MOISE	MARIE	1175 N.E. 142ND STREET	NORTH MIAMI	FLORIDA	33161		
MOLINE	JEAN LAGNEAU	11090 N.E. 12TH AVENUE	NORTH MIAMI	FLORIDA	33161		
MOLINE	JEAN	445 N.E. 131ST STREET	NORTH MIAMI	FLORIDA	33161		
MONTOSE	ANTONIO/MORTALINE	1610 N.W. 133RD STREET	NORTH MIAMI	FLORIDA	33167		
MOSES	LUCIENNE	1200 N.W. 129TH STREET	NORTH MIAMI	FLORIDA	33161		
MOTHERSILL	CAROL	670 N.W. 137TH STREET	NORTH MIAMI	FLORIDA	33167		
NAISSANCE	MARCELIN & BEATRICE	1545 N.W. 127TH STREET	NORTH MIAMI	FLORIDA	33167		75 YEARS OLD
ODIUS	HVVENS	14710 N.E. 18TH AVENUE	NORTH MIAMI	FLORIDA	33161		
PACHACO	SONYA	1510 N.E. 139TH STREET	NORTH MIAMI	FLORIDA	33161		73 YEARS OLD
PAULK	HERBERT	855 N.W. 128TH STREET	NORTH MIAMI	FLORIDA	33161		
PETIT CAR	SILACE	13290 N.E. MIAMI COURT	NORTH MIAMI	FLORIDA	33161		
PETIT-FART	LUCIENE	13385 N.E. 2ND AVENUE	NORTH MIAMI	FLORIDA			
PIERRE	LUDE	1090 N.E. 145TH STREET	NORTH MIAMI	FLORIDA	33161		
PIERRE	JEANINE	12165 N.W. 6TH AVENUE	NORTH MIAMI	FLORIDA	33168		
PREVILUS	ROSE MELITE	13801 S. BISCAYNE DRIVE	NORTH MIAMI	FLORIDA	33161		
PRINCIVIL	MYRIAM	1095 N.E. 145TH STREET	NORTH MIAMI	FLORIDA	33161		
QUESTY	SEIDE	1075 N.W. 123RD STREET	NORTH MIAMI	FLORIDA	33168		
RAYMOND	PHARA MARIE	837 N.E. 140TH	NORTH MIAMI	FLORIDA	33168		
REYES	JORGES	12500 N.E. 15TH AVENUE	NORTH MIAMI	FLORIDA	33161		
RICHARD	MADIANA	14125 N.W. 5TH COURT	NORTH MIAMI	FLORIDA	33168		
RODRIQUEZ	ALTAGARCIA	595 N.W. 140TH TERRACE	NORTH MIAMI	FLORIDA	33168		60 YEARS OLD
RODRIQUEZ	RAUL	1211 N.E. 138TH STREET	NORTH MIAMI	FLORIDA	33161		
ROMA	ZAIDA	1125 N.E. 144TH STREET	NORTH MIAMI	FLORIDA	33161		
RUTH	FRANCOIS	1136 N.W. 120TH STREET	NORTH MIAMI	FLORIDA	33168		
SAINT-HALAIRE	MARIE	770 N.W. 133RD STREET	NORTH MIAMI	FLORIDA	33168		50 YEARS OLD
SAINT-LOUIS	IFROSSAGE/GEORGETTE	1305 N.E. 139TH STREET	NORTH MIAMI	FLORIDA	33161		
SMART	PETRA	470 N.W. 120TH STREET	NORTH MIAMI	FLORIDA	33168		
TANIS	MARIE M.	13845 N.W. 5TH PLACE	NORTH MIAMI	FLORIDA	33168		49 YEARS OLD
TOUTPOISSANT	RENE	12690 N.W. MIAMI COURT	NORTH MIAMI	FLORIDA	33161		
TURENE	FRANKLINERNA	155 N.E. 121ST TERRACE	NORTH MIAMI	FLORIDA	33161		
VILSAINT-PIERRE	MARIANA	465 N.W. 134TH	NORTH MIAMI	FLORIDA	33168		
YVES	CARLINE	930 N.E. 140TH STREET	NORTH MIAMI	FLORIDA	33161		

703 Applicants
in city's
Waiting
List

CITY REHABILITATION WAITING LIST WITHIN THE CRA

LAST_NAME	FIRST_NAME	ADDRESS	ZIP_CODE	DATE_ADDED	SPECIAL_NEED	DISTRICT
ACHILLE	DANIEL	131 N.E. 122ND STREET	33161	10/10/2002	senior	4
ADDISON	SHARON	1130 N.W. 130TH STREET	33168			4
ALEXIS	FREDERICK/VENITHE	1120 NW 130th STREET	33168	4/21/2003		4
ANTIONE	MARIE	300 NW 125th STREET	33168	5/29/2003		4
ANTONIA	JOSEPH		33168			4
ATILA	NELIE	1006 NW 120TH STREET	33168	7/11/2002		4
AUGUSTE	JEAN	575 N.E. 134TH STREET	33161			3
BAPTISTE	MARIE J.	12020 N.W. 8TH AVENUE	33168	1/9/2003		4
BARRET	DAVID	585 N.E. 130TH STREET	33181		DISBALED 51 Needs a ramp	3
BARTHELEMY	CHECETINE	1666 NW 123RD STREET	33167	12/26/2002		4
BEAUCHAMP	JACQUELINE M.	879 N.E. 133RD STREET	33168	9/21/2002	senior	2
BERNADIN	ELISSAINT/MERCIE	1065 N.W. 128TH STREET	33168	7/30/2002		4
BISSAINTHE	LYNDA	745 N.W. 130TH STREET	33168	8/2/2002		4
BLIESE	JOYCELYN	12605 N.W. 1ST COURT	33168			4
BOSSE	JEANETTE	657 N.E. 136TH STREET	33161			3
BREDY	MARIE A.	835 NW 121ST STREET	33168	9/12/2002		4
BYRD	ROBERT F.	1385 N.W. 128TH STREET	33167	2/7/2003		4
CALIXTE	ROBILLARD	1190 NW 120th STREET	33168	7/28/2003		4
CANAL	FEGUENS	1310 N.W. 123RD	33167			4
CARIS	SANTIAGUE	300 N.E. 123RD STREET	33161	6/30/2002	small children	3
CARTER	LINDA	1080 N.W. 128TH TERRACE	33168	1/5/2004		4
CAZEAU	GISELLE	770 N.W. 131ST STREET	33166			4
CHARLES	PAULETTE	830 NE 131ST STREET	33161	12/4/2002	senior parent	2
CHARLES-MARC	JEAN	901 N.E. 137TH STREET	33161		65 YEARS OLD	3
CHERVIN	MAGALIE	440 N.W. 136TH STREET	33168			4
COMPARE	ELIUS	760 N.W. 125TH STREET	33168		51 YEARS OLD	4
CONZE	CARMELLE	920 N.W. 123RD STREET	33168	2/19/2003		4
DALBERISTE	MARLENE/RENOLD	1315 NE 126TH STREET	33167	4/21/2003		4
DAPHINIS	ALAIN	1070 N.E. 146TH STREET	33161			3
DAVIDSON	DAISY H.	410 NW 122nd STREET	33168	6/1/2003		4
DAYS-PRATT	THERESA	12345 N.W. 10TH AVENUE	33168	7/8/2002		4
DIEUJUSTE	LISENA	1408 N.E. 134TH STREET	33161		41 YEARS OLD	1
DOR	CHARLEMAGNE	1121 N.E. 135TH STREET	33161			1
DORVILMA	MARIE	1160 N.E. 140TH STREET	33161		66 YEARS OLD	3
DUBERNARD	ADRIEN	734 N.E. 145TH STREET	33161		42 YEARD OLD	3
DUGROT	YOLENE	1250 N.W. 129TH STREET	33167			4
DURANDISSE	GHISLAINE	425 NW 121ST STREET	33168	2/26/2003		4
DUSSARD	HENRY	12414 NW 8TH AVENUE	33168			4
EPLIPHA	MARIE	490 N.W. 133RD STREET	33168			4
ESTY	MICHELLE	1020 N.E. 142ND STREET	33161			3
ETIENNE	MARIE	12560 N.E. 9TH AVENUE	33161			2
ETIENNE	MARIE L.	1475 N.E. 135TH STREET	33161	7/23/2002	senior parent	1
EXALANT	MONIQUE	745 N.E. 140TH STREET	33161	7/12/2002	45 YEARS OLD	3
FAYE	MIRELEINE	870 N.E. 138TH STREET	33161			3

CITY REHABILITATION WAITING LIST WITHIN THE CRA

LAST_NAME	FIRST_NAME	ADDRESS	ZIP_CODE	DATE_ADDED	SPECIAL_NEED	DISTRICT
FAYOL	MILFORT/EDLYNE	685 NE 137TH STREET	33161			3
FELIX	JEAN M.	1085 NW 126TH STREET	33168	11/1/2002		4
FELIX	CERLINE C.	1021 NE 137TH STREET	33161	2/19/2003		3
FIGUEROA	RUBEN	521 N.E. 142ND STREET	33161	2/10/2003		3
FRANCOIS	SIMONE	555 N.W. 136TH STREET	33168		65 YEARS OLD	4
FRANCOIS	RAYMOND	760 N.E. 139TH STREET	33161	3/10/2003		3
FRANCOIS	ELIE	660 N.E. 137TH STREET	33168			3
GAYLOR	NOVLINE	1635 N.W. 124TH STREET	33167		52 YEARS OLD	4
GEORGES	MARIE	1598 N.W. 122ND STREET	33167		51 YEARS OLD	4
GERMAIN	MARIE LUCE	135 NW 124TH STREET	33168			4
GOLLIOTH	MONIQUE & EDDY	640 N.E. 137TH STREET	33161			3
GONZALEZ	NOEMI	487 N.E. 136TH STREE	33167		78 YEARS OLD	3
GREEN	ELIZABETH	625 N.E. 130TH STREET	33161	7/12/2002		2
HILAIRE	ROSELLE	1500 N.E. 142ND STREET	33161			1
HOWARD	LISA/MARY	940 N.E. 143RD STREET	33161	7/9/2002		3
HUMPHREYS	ETTA	1625 N.W. 131ST STREET	33167	7/30/2002	senior	4
ISAAC	HENRY/NICOLE	12155 N. MIAMI AVENUE	33168	12/20/2002		4
JACKSON	FLOSSIE MAE	1055 NW 128TH STREET	33168	2/28/2003		4
JACKSON	FRANCIS J.	12120 NE 11th PLACE	33161	6/16/2003		2
JACQUES-LOUIS	JACQUELINE	12210 N.E. MIAMI COURT	33161			4
JASON	LYNIE	1141 N.E. 140TH STREET	33161	6/27/2002		3
JEAN	EPHISE & RIJUAD	641 N.E. 141ST STREET	33161			3
JEAN	CLENIDE	1505 NE 142ND STREET	33161	11/22/2002		1
JEAN CLAUDE	JEAN	12040 N.W. 15TH AVENUE	33167			4
JEAN-JOSEPH	LOUIS	640 N.E. 141ST STREET	33161			3
JEAN-LOUIS	EDUIGE	1035 N.W. 132ND STREET	33168	5/1/2003		4
JEAN-ROMAIN	ROSA	540 NW 133RD STREET	33168	4/16/2003		4
JEANTY	YOLENE	140 NW 121ST STREET	33168	7/8/2002		4
JORGE LUIS	TOLEDO	785 N.W. 133RD TERR	33168			4
JOSEPH	ROILESTERNE	1190 N.W. 131ST STREET	33168	6/17/2002	child	4
JOSEPH	ANNE D.	260 NW 134th STREET	33168	8/11/2003		4
JOSEPH	LINDA	12350 N.W. 15TH AVENUE	33167			4
JOSEPH	MICHAELLE		0			4
JOSEPH	LAURANA	980 N.E. 122ND STREET	33161			2
JUSMA	JILOR	662 N.E. 138TH STREET	33161			3
LAFRANCE	GENEVIEVE	1530 NW 125th STREET	33167	7/1/2003		4
LAGUERRE	ST. ARMAND/M. SOLANGE	1100 NW 127TH STREET	33168	2/19/2003		4
LATOUR	MAXINE & NANCY	985 N.W. 132ND STREET	0			4
LATTIBEAUDIERE	MILLICENT	12720 N.W. 13TH AVENUE	33167	4/3/2003		4
LEFRANCE	CHANTAL	890 NE 131ST STREET	33161	9/26/2002		2
LEWIS	ALTHEA	455 NE 135TH STREET	33161	8/2/2002		3
LONDONO	MARYUTH	540 N.E. 127TH STREET	33161		73 YEARS OLD	3
LOUIS	RUTH	12720 NE 13th AVENUE	33161	9/1/2003		2
LOUIS-JEUNE	AZIO	12815 N.E. 11TH AVENUE	33161			2

CITY REHABILITATION WAITING LIST WITHIN THE CRA

LAST_NAME	FIRST_NAME	ADDRESS	ZIP_CODE	DATE_ADDED	SPECIAL_NEED	DISTRICT
MARIE	EPLIPHA	490 N.W. 133RD STREET	33168			4
MARTELLY	ANNE MARIE	13515 N.E. 142ND PLACE	33181			1
MARTINEZ	LOURDES	13670 NW 5th AVENUE	33168	7/3/2003		4
MAURICE	MARIE	660 N.E. 143RD STREET	33161			3
MERISE	MARIE V.	1260 NW 123RD STREET	33167	3/4/2003		4
METELLUS	ANNA	575 N.E. 140TH STREET	33161	3/19/2003		3
MILFORD	SONYA	12700 N.W. 1ST AVENUE	33168		50 YEARS OLD	4
MISSICK	MARCIA	775 NW 122ND STREET	33168	9/18/2002		4
MOISE	MARIE	1175 N.E. 142ND STREET	33161			3
MONCOEUR	JHON/ODIEU	12605 N.W. 1ST COURT	33168	7/2/2002	senior	4
MONTROSE	ANTONIO/MORTALINE	1610 N.W. 133RD STREET	33167			4
MORALES	GLORIA/FRANCISCO	1161 NE 140 STREET	33161	6/25/2002	senior	3
MOSES	LUCIENNE	1200 N.W. 129TH STREET	33161			4
MOTHERSILL	CAROL	670 N.W. 137TH STREET	33167			4
NAISSANCE	MARCELIN & BEATRICE	1545 N.W. 127TH STREET	33167		75 YEARS OLD	4
NARCISSE-ESTIME	LUCIENNE N.	1030 NW 122ND STREET	33168	12/29/2002		4
NEANCE	INOCENT/LOUISE	750 N.W. 127TH STREET	33168	6/20/2002	senior	4
PAGANO	LORLI	920 NW 124TH STREET	33168	4/30/2003		4
PALMER	MATILDA	866 NE 134th STREET	33161	4/23/2003		2
PAUL	VILLARD/JACQUELINE	12210 N.E. MIAMI COURT	33161	1/17/2003		4
PAULK	HERBERT	855 N.W. 126TH STREET	33161			4
PELOTE	NADINE	14255 N.E. 9TH AVENUE	33161	1/6/2003		3
PETERSON	NANCY	12345 NW 15th AVENUE	33167	4/25/2003		4
PIERRE	LEONE/ELIZE	12135 NORTH MIAMI AVENUE	33168	8/26/2002		4
PIERRE	GARDIMYR/JACQUES	1195 N.W. 134TH STREET	33168	3/19/2003		4
PIERRE	MALICE/JEAN	1520 NW 127TH STREET	33167	4/8/2003		4
PIERRE	MARIE J.	12775 N.W. 1ST AVENUE	33168	4/22/2003		4
PIERRE	GEANINE	12165 N.W. 6th Ave	33168	12/11/2003		4
PIERRE	JEANINE	12165 N.W. 6TH AVENUE	33168			4
PIERRE	LUDE	1090 N.E. 145TH STREET	33161			3
PIERRE-LOUIS	WILFRID	479 N.E. 129TH STREET	33161	3/4/2003		3
PLATEL	ANDRE	775 N.W.128TH STREET	33161	9/8/2003		4
PORTER	DON	1140 NW 126th STREET	33168	10/3/2002		4
PRINCIVIL	MYRIAM	1095 N.E. 145TH STREET	33161			3
QUESTY	SEIDE	1075 N.W. 123RD STREET	33168			4
RAPHEL	SAGESSE/PAULETTE	770 N.W. 129TH STREET	33168	7/2/2002		4
RAYMOND	PHARA MARIE	837 N.E. 140TH	33168			3
REID	FRANK F.	11950 NW 16th AVENUE	33167	8/18/2003		4
RENARD	FERNANDE	490 N.W. 134TH STREET	33168	4/2/2003		4
REYES	JORGES	12500 N.E. 15TH AVENUE	33161			2
RICHARD	MADIANA	14125 N.W. 5TH COURT	33168			4
RODRIQUEZ	ALTAGARCIA	595 N.W. 140TH TERRACE	33168		60 YEARS OLD	4
ROMA	ZAIDA	1125 N.E. 144TH STREET	33161			3
RUALES	MARIA V.	535 NW 135TH STREET	33168	3/13/2003		4

CITY REHABILITATION WAITING LIST WITHIN THE CRA

LAST_NAME	FIRST_NAME	ADDRESS	ZIP_CODE	DATE_ADDED	SPECIAL_NEED	DISTRICT
RUTH	FRANCOIS	1136 N.W. 120TH STREET	33168			4
SAINT FLEUR	EUGENIE/ANDRE	150 N.E. 121ST TERRACE	33161	8/5/2002	senior	4
SAINT-HALAIRE	MARIE	770 N.W. 133RD STREET	33168		50 YEARS OLD	4
SAINT-LOUIS	IFROSSA/GEORGETTE	1305 N.E. 139TH STREET	33161			1
SAMPEUR	JEAN	1587 N.E. 124TH STREET	33161	1/6/2004		2
SANON FILS	VICTORIA	510 N.E. 135TH STREET	33161	12/12/2002		3
ST. CYR	ALIX/MICHELINE	1135 N.W. 128TH STREET	33168	1/27/2003		4
ST. JULIEN	LUNA	420 N.E. 142ND STREET	33161	1/29/2004		3
STEIN	STATON J.	1525 NE 131st ROAD	33161	7/31/2003		1
SUPPLICE	EMMANUELA/EMMANUEL	590 N.W. 128TH STREET	33168	6/25/2002	senior	4
TANIS	MARIE M.	13845 N.W. 5TH PLACE	33168		49 YEARS OLD	4
TAYLOR	ROXIE A.	910 NE 129th STREET	33161	8/25/2003		2
THOMAS	JERVEAN (Blind)	12090 N.W. 12TH AVENUE	0	2/11/2004	blind	4
TOUTPOISSANT	RENE	12690 N.W. MIAMI COURT	33161			4
TURENE	FRANKLIN/ERNA	155 N.E. 121ST TERRACE	33161			4
ULYSSE	RENETTE	1615 NW 132ND STREET	33167	9/24/2002		4
VALMIR	PAULETTE	1460 N.E. 142ND STREET	33161	6/18/2002	senior parent	1
VERNET	LOURDIE	215 N.W. 121ST STREET	33168	3/10/2003		4
VILSAINT-PIERRE	MARIANA	465 N.W.134TH	33168			4
WALDRON	CHARLES	1525 N.E. 127TH STREET	33161	7/8/2002		1
WILLIAMS	RUTH	13585 N.W. 5th Avenue	33168	12/30/2003		4
WILLIAMS	VERNITA	721 N.E. 121ST STREET	33161	1/6/2004		2
WOODS	MELITA	150 N.W. 126TH STREET	33168	9/24/2002		4
YVES	CARLINE	930 N.E. 140TH STREET	33161			3

CITY OF NORTH MIAMI

COMMUNITY PLANNING & DEVELOPMENT
DEPARTMENT

HOUSING DIVISION

HOUSING PROGRAM GUIDELINES

March 7, 2006

**FEDERAL HOUSING PROGRAMS
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SECTION I

INTRODUCTION, OVERVIEW & APPROVAL AUTHORITY

SECTION I

INTRODUCTION

The following housing program guidelines were designed in response to the approved housing and community development goals of the City of North Miami. These goals are outlined in the City's 2005-2010 Consolidated Plan for Housing and Community Development, which was adopted by the North Miami City Council in June 2005. The City of North Miami, through its consolidated plan, has established the need to renovate the existing housing stock and create new housing units. In addition, the City desires to provide safe, decent and good quality housing. The establishment of housing programs for homeownership and rental housing and the establishments of partnership with private for-profit and non-profit housing providers will allow the City to address its housing needs and meet some of the established goals outlined in its consolidated plan. The programs are subject to amendments as determined by City policies and strategies and by future needs.

PURPOSES: The guidelines are established to provide and organize instructions, regulations, policies, and procedures for implementing and administering North Miami's housing programs using Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Program funds. The State of Florida Housing Incentives Partnership Program funds are used in concert with these federal funding sources and applicable regulations are referenced. The programs shall be administered in compliance with applicable CDBG, HOME and SHIP regulations and where there is a difference between regulations; the more stringent of the regulations shall apply. The guidelines shall also describe the coordination of various activities among the public and private partnerships and participants of the Programs. Specifically, these policies and procedures apply to Community Planning and Development (CP&D) staff, eligible homebuyers and renters, lending institutions, building contractors, other related professionals, eligible property owners, Community Housing Development Organizations (CHDOs), Community Development Corporations (CDC's), and other non-profit and for-profit housing providers. The guidelines shall provide definitions of related terms and provide references and citations for applicable federal and local regulations. The documents shall provide standard guidance to the internal staff that perform the daily operations of the Programs and can be used as a reference source by external entities and individuals.

OVERVIEW OF FUNDING SOURCES

1. Federal Entitlement Grants

The Department of Housing and Urban Development (HUD) awards annual formula grants to entitlement communities, such as the City of North Miami, to carry out a wide range of community development activities directed toward revitalizing neighborhoods, creating affordable housing, economic development and providing improved community facilities and services. The CDBG and HOME grant programs are the two main federal programs from which the City of North Miami receives funding for its Affordable Housing Programs and are described as follows:

Community Development Block Grant: Under the Community Development Block Grant (CDBG) Program, HUD makes available entitlement grants by formula to qualified urban counties and metropolitan cities. HUD defines a metropolitan city as "a city within a Metropolitan Statistical Area (MSA), as established by the Office of Budget and Management, that is the central city of such area, or any other city within a metropolitan area that has a

population of 50,000 or more. " An urban City is defined as any City within a metropolitan area that has a population of at least 200,000 (excluding the population of metropolitan cities therein) and has a combined population of 100,000 or more (excluding the population of metropolitan cities therein) in such unincorporated areas and in its included units of local government that contain the required percentage of low- and moderate-income persons as determined by HUD. HUD determines the amount of each CDBG entitlement grant by a statutory dual formula which uses several objective measures of community needs, including the extent of poverty, population, housing overcrowding, age of housing, and population growth lag.

HOME Investment Partnership Program: HUD, under the HOME Investment Partnership (HOME) Program, provides allocations of funds in amounts determined by formula to units of general local government that, as of the end of the previous fiscal year, qualify as metropolitan cities, urban counties, consortia approved in accordance with federal regulations, and states. To be eligible to become a participating jurisdiction in the HOME Program, the unit of local government must have a formula allocation that meets participation threshold amounts and notify HUD in writing of its intention to become a participating jurisdiction. Once designated a participating jurisdiction, the unit of local government remains a participating jurisdiction for subsequent fiscal years unless HUD revokes the designation. The factors used in the formula for determining HOME allocations reflect the unit of local government's need to increase the supply of affordable housing for low and very low income, including the relative inadequacy of its housing supply, the incidence of substandard housing, the number of lower income families in housing units in need of rehabilitation, the cost of producing housing, the number of families at or below the poverty level and the fiscal incapacity to carry out housing activities without federal assistance.

The City of North Miami is a qualified metropolitan city that annually receives federal entitlement funding from the CDBG Program as a metropolitan city and the HOME Program as a participating jurisdiction by formula as described above. These formula grants are awarded upon submission and approval of a consolidated plan, pursuant to federal regulations at 24 CFR Part 91, which covers assistance to be provided under these programs.

2. State Entitlement Grants

The State Housing Initiatives Partnership (SHIP) Program is the centerpiece of the William E. Sadowski Affordable Housing Act, which was signed into law on July 7, 1992. The Act creates a comprehensive funding package for state and local affordable housing programs. THE SHIP Program channels a portion of new and existing documentary stamp taxes on deeds directly to local governments for the development and maintenance of affordable housing. SHIP funds may be used to implement a Local Housing Assistance Program which may include the following:

- locally designed strategies to create or preserve affordable housing;
- supplementing Florida Housing Finance Agency Programs with SHIP monies;
- providing local match to obtain federal housing grant programs; and
- funding emergency repairs by existing service providers for weatherization.

The State of Florida awards grants to entitlement communities to carry out a wide range of community development activities directed toward revitalizing neighborhoods, economic development and providing improved community facilities and services. SHIP is one of the sources used for meeting match requirements of the federal HOME Program.

PROGRAM ADMINISTRATION: The programs covered by these guidelines will be implemented by the City of North Miami's Community Planning and Development Department (CP&D) with overall responsibility being held by the Department's Director. In addition, the department will partner with any other appropriate City department and external agencies in implementing the program. Specific program responsibility will reside with the Housing Administrator who reports directly to the Director.

APPROVAL AUTHORITY: The guidelines of the City's Federal Housing Programs were approved by the North Miami City Council on April 25, 2006. The council may also approve any further amendments to the guidelines. **Approval of assistance shall be in compliance with federal and state criteria. Approval is subject to the guidelines and may not be withheld if applicant meets the criteria. Approval authority varies as follows:**

- Approval of loans or grants under CDBG and HOME single family housing rehabilitation programs shall be delegated to the CP&D Director. All contracts or agreements shall be executed by the City Manager, after legal review by the City Attorney.
- Approval of HOME CHDO agreements shall be delegated to the CP&D Director. The agreement shall be executed by the City Manager, after legal review by the City Attorney.
- Approval of loans or grants under the CDBG and HOME multi-family rehabilitation programs shall be submitted to the City Council for final approval after review and recommendations from an Evaluation Committee and CP&D staff. The Evaluation Committee shall be selected by the CP&D Director with input from the Finance Director.
- Approval of single family rehabilitation assistance exceeding the maximum of \$50,000, from any combination of sources, shall be delegated to the CP&D Director in the case of extenuating and extraordinary circumstances. The approval shall be based on a review and recommendations from the CP&D staff. Funding agreements shall be executed by the City Manager, after legal review by the City Attorney. The additional funding approval shall not exceed twenty percent (20%) of the established maximum subsidy limit. Any request exceeding 20% of the established maximum subsidy shall be submitted to the City Council for review and approval. For the purpose of these guidelines, extenuating and extraordinary circumstances shall include, but not be limited to, the following:
 1. Threats to the immediate health and safety of the occupants.
 2. Physical property conditions which, if not corrected, may lead to dislocation or temporary relocation of the household over an extended period.
 3. Established maximum assistance is not enough to address both code violations and physical or architectural barriers for the disabled.

ELIGIBLE ACTIVITIES: CDBG and HOME funds may be used by the City of North Miami to provide incentives to develop and support homeownership through acquisition (including assistance to homebuyers), new construction, rehabilitation of non-luxury housing with suitable amenities, including real property acquisition, site improvements, conversion, demolition, and other expenses, including financing costs, relocation expenses of any displaced persons, families, business, or organizations; to provide payment of reasonable administrative and planning costs; and to provide for payment of operating expenses of community housing development organizations. The specific eligible costs for these activities are set forth in Sections 92.206

through 92.209 of the HOME regulations and Section 570.201 through 570.209 of the CDBG regulations.

PROGRAMS: The following are the programs covered by these guidelines as detailed on the following pages:

HOME INVESTMENT PARTNERSHIP PROGRAM

1. Single Family Housing Rehabilitation
2. Rental Housing Rehabilitation
3. 1st Time Homebuyer Assistance
4. Community Housing Development Organization Set-A-Side

COMMUNITY DEVELOPMENT BLOCK GRANT

1. Single Family Housing Rehabilitation
2. Rental Housing Rehabilitation

SECTION I

DEFINITIONS

DEFINITIONS:

Adjusted Annual Income (Gross): The CDBG and HOME Programs use the income definitions used in the Section 8 Program. Annual income is used for homeowner eligibility and targeting purposes. For the purpose of implementing this program, the Section 8 Program income limits chart, published by HUD. However, the income limits are subject to change by HUD. All changes by HUD shall be applicable to these policies.

Affirmative Marketing Procedures: The procedures used to inform potential tenants about fair housing; display of Fair Housing logo or equal opportunity language. It also includes special outreach, i.e., advertising and maintenance of supporting documentation reflecting the marketing effectiveness.

Affordability Periods: A period over which the City must ensure that the assisted project remains affordable. According to Section 92.252 and 92.254 of the HOME regulations, the affordability period varies by type of activity, as well as the amount of HOME subsidy. The following applies to:

The rehabilitation or acquisition of existing homeownership and rental housing is as follows:

* Under \$15,000 5 Years

* \$15,000 - \$40,000 10 Years

* Over \$40,000 15 Years

- New Construction or acquisition of newly constructed rental housing; the units must remain affordable for twenty (20) years.

Annual Income: Income compared to the most recently published Section 8 Income Limits to determine a tenant's income eligibility. They are found in 24 CFR Part 813 of Code of Federal Regulations.

Annual Recertification of Income: Usually examined on the anniversary of tenants original income evaluation and lease signing.

Applicants: For the purposes of these guidelines, all owners of the property to be rehabilitated, who reside at such property, shall be regarded as applicants, and "applicant" as referred to herein shall also mean the plural term "applicants".

Cash Flow Dependent Loan: A loan on a multi-family project in which repayment is limited to the actual cash flow of the project which shall be determined annually on a calendar year basis as determined by an independent certified accountant.

CDBG Funds: CDBG funds include all appropriations for the CDBG Program, plus all repayments and interest of other returns on the investment of these funds.

Conversion: Conversion of an existing structure from an alternative use to affordable, residential housing is an eligible activity. Conversion is usually classified as rehabilitation.

Davis-Bacon Act: The Davis-Bacon Act refers to labor standards and to wage compliance, which pertains to construction contracts on all projects with twelve (12) or more HOME-assisted units, regardless of whether HOME funds are used for construction or other costs or eight (8) or more CDBG-assisted units. Contractors must adhere to applicable wages, as provided in the Wage Decision received from the Department of Labor.

Displaced Homemaker: An individual who is an adult, has not worked full-time for a number of years, but primarily worked without remuneration as a housewife; and is unemployed, underemployed, or finds it difficult to find employment.

Environmental Review: An Environmental Review must be completed to assess compliance with the provisions of the National Environmental Policy Act of 1969 (NEPA) and the related requirements listed in HUD's implementing regulations at 24 CFR, Part 58. Community Planning and Development will perform the Environmental Review, and clearance must be received before CDBG or HOME funds may be expended for the activity.

First Time Homebuyer: A first time homebuyer is defined as an individual and/or his or her spouse who has not owned a house within the past three years prior to the assistance. Exceptions include an individual who is a single parent or displaced homemaker, who while a homemaker, owned a home with his or her spouse, or resided in a home owned by the spouse single parent or displaced

FHA: The United States Federal Housing Administration (FHA), a wholly owned government corporation and division of the United States Department of Housing and Urban Development (HUD).

Home-assisted Units: Only those units receiving HOME monies are considered "HOME-assisted Units".

HOME Funds: HOME funds include all appropriations for the HOME Program, plus all repayments and interest of other returns on the investment of these funds.

Household: A household as defined in the federal regulations at 24CFR570.3 is "all persons occupying a housing unit. The occupant may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements."

The following household definitions are applicable to these guidelines:

- Low/Moderate Income Household or lower Income Household: A household whose annual income, by household size, as established pursuant to these guidelines is at or below 80% of the applicable median family income for the Miami-Dade Metropolitan Statistical Area as determined by HUD and revised periodically.
- Very Low Income Household: A household whose annual income, by household size, as established pursuant to these guidelines is at or below 50% of the applicable median family income for the Miami-Dade Metropolitan Statistical Area as determined by HUD and revised periodically.
- Very-very Low Income Household: A household whose annual income, by household size, as established pursuant to these guidelines is at or below 25% of the applicable median family income for the Miami-Dade Metropolitan Statistical Area as determined by HUD and revised periodically.
- Elderly Household: A household occupying a detached single unit residence where at least one person is an owner of record of the property to be rehabilitated, where such person resides at the property and is 62 years of age or older, and where such person's household is a very low income household.
- Disabled Household: A household occupying a detached single unit residence where at least one person is an owner of record of the property to be rehabilitated, where such person resides at the property and is a disabled person, and where such person's household is a very low income household. A disabled person for the purposes of these guidelines is an adult person who:

- (1) has a physical, mental, or emotional impairment that,

- (2) is expected to be of long-continued and indefinite duration,
- (3) substantially impedes his or her ability to live independently, and
- (4) is of such a nature that such ability could be improved by more suitable housing conditions.

HUD: The United States Department of Housing and Urban Development.

IDIS: The Integrated Disbursement and Information System, a HUD-operated computer network utilized to set up projects, monitor budgets, draw funds, and file other necessary reports for HUD-funded projects.

Income Eligibility : Income eligibility must be determined for tenants of CDBG and HOME assisted units, as well as annual recertification of income in which the tenant's income must be re-examined each year.

Layering: Is defined as the combining of federal, state, and local resources on a HOME-assisted project that results in an excessive amount of subsidy for the project; that is, the layering of programs results in too high an overall federal expenditure. Layering is the prohibition of use of HOME funds with other public funds in a manner that would result in excessive subsidy to a specific project.

Layering Review: It is the review of all sources of funds, i.e., federal, state, and private, which are relevant to the financing of a particular project. It is critical to the feasibility of the project

Leverage: For the purpose of these program guidelines, the blending of private sector monies with federal funds to accomplish the total financing needed for the project. Leveraging increases the availability of federal funds, therefore, resulting in a larger quantity of assisted projects.

Match: Funds contributed by state and local government, and other non-federal sources, to the HOME Program, and its efforts to develop affordable housing; twenty-five (\$.25) cents non-federal contributions for every one (\$1.00) dollar. Match is not leveraging. The obligation is program-wide, not project specific. Program income derived from HOME investments does not have to be matched.

Median Household Income: The median annual income for Miami Dade County was \$46,350 for a family of four.

Mixed- Use Projects: A property containing or zoned for combined commercial and residential facilities or development usually configured with the commercial portion on the lower floor and the residential unit on the upper floor. Entrances are usually distinct.

Moderate Rehabilitation: The term used in the HOME Program to refer to any rehabilitation of residential property at an average total development cost equal to or less than \$25,000 per unit.

Multifamily: Of, relating to, or intended for use by several families: *a multifamily house.*

New Construction: Newly constructed rental or homeownership housing units assisted with CDBG or HOME funds. For purposes of the HOME Program, new construction is also any

project with commitment of HOME funds made within one (1) year of the date of initial certificate of occupancy. Any project which includes the creation of additional dwelling units outside the existing walls of a structure is also considered new construction.

Overcrowding: A situation in which a dwelling unit houses more than two occupants per bedroom.

Project: A site or entire building(s) under common ownership, management and financing, and assisted with HOME funds. Project includes all the activities associated with the site and building. If there is more than one site associated, the sites must be within a four- (4) block area.

Property Standards: CDBG and HOME-assisted housing must meet the Housing Quality Standards (HQS) for the Section 8 existing housing program. In addition, newly constructed or substantially rehabilitated housing must meet all applicable local codes and standards.

Reconstruction: The rebuilding, on the same foundation or same lot, of housing standing on a site at the time of project commitment. If the housing has no foundation, the reconstruction may or may not include a new foundation. The reconstructed housing must be similar to the original housing in size and number of units.

Rehabilitation: The activity that accomplishes housing conservation. It is the broad general expression for repairing or improving a sub-standard or dilapidated dwelling to normal condition, in compliance with relevant local building codes.

Relocation Payments: All replacement housing payments, payments for other moving expenses, and the payment of reasonable expenses incurred in connection with temporary relocation (lodging). Relocation payments are always charged to the HOME Program as project costs.

Rent Control: Every CDBG and HOME-assisted rental unit is subject to rent controls designed to make sure that rents are affordable to qualified households. These maximum rents are referred to as HOME RENTS which are identical to Section 8 Fair Market Rents. Additionally, consideration is given for utility allowances.

Rent Reasonableness: The participation jurisdiction must disapprove a lease if the rent is not reasonable, based on the rents that are charged for comparable unassisted rental units.

SHIP: State Housing Initiatives Partnership Program established by the State of Florida to provide financing for the development and maintenance of affordable housing.

Soft Costs: Other reasonable and necessary costs incurred or associated with the financing, construction or rehabilitation of HOME rental units. They are defined as follows:

- X Finance related costs.
 - Private lender origination fees
 - Credit reports
 - Title reports and updates
- X Architectural, engineering or related professional services required to prepare plans, drawings, specifications, or Work Write-ups.

- X Fees for recording and filing of legal documents, building permits, attorney fees directly related to the development of affordable housing, appraisal fees and fees for independent cost estimates, builders or developers fees.
- X Costs for an audit or cost certification that the City may require, with respect to the development of the project.

Special Needs: For the purpose of implementing this program, special needs shall mean persons or families residing in an overcrowded condition, homeless, with physical / mental disabilities or developmental disabilities, elderly, and other categories identified.

Substantial Rehabilitation: The term used in the HOME Program to refer to the rehabilitation of residential property at an average total development cost per unit greater than \$25,000 per dwelling unit.

U. S. Department of Housing and Urban Development (HUD) Income Limits: The most recent set of income limits, adjusted for household size, and estimates of median-household income, published by HUD for various localities in Florida.

VA: The United States Department of Veteran's Affairs.

TAB 2



AGENDA ITEM II

NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY

CRA Board
Kevin A. Burns, Chair
Michael R. Blynn
Jacques Despinosse
Scott Galvin
Marie Erlande Steril

Executive Director
Tony E. Crapp, Sr.

CRA Attorney
Steven W. Zelkowitz

Date: February 27, 2007

To: Honorable Chairman and Members
CRA Board of Commissioners

From: Tony E. Crapp, Sr.
Executive Director

Subject: Proposed Comcast Cable Service and Compensation
Agreements for the Pioneer Gardens housing development

Attached please find two (2) proposed agreements as referenced above for your consideration relative to securing the availability of Comcast cable service for the Pioneer Gardens housing development. The first agreement is an **Installation and Services Agreement between the North Miami Community Redevelopment Agency and Comcast of South Florida II, Inc.** and the second agreement is a **Compensation Agreement between the North Miami Community Redevelopment Agency and Comcast of South Florida II, Inc.** Pursuant to the Compensation Agreement the NMCRA will receive a total payment of \$23,800 from Comcast of South Florida II, Inc. for the right to install, maintain and operate a broadband communications system to provide specified services to the Pioneer Gardens housing development. The CRA's review and approval of this agreement is required pursuant to section 4.7 – Third Party Services in the Development Agreement between the CRA and North Miami Housing for the Pioneer Gardens housing development. Pursuant to the provisions of that section of the agreement, all agreements for third party services shall be in writing and subject to written approval of the CRA which shall not be unreasonably withheld, delayed or conditioned.

NMCRA Board agenda item re Comcast Service for Pioneer Gardens for
022707 tecsr 022007

PO Box 610655
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*Helping Build
North Miami's
Tomorrow!*

RESOLUTION NO. _____

A RESOLUTION OF THE CHAIRMAN AND BOARD MEMBERS OF THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY APPROVING THE INSTALLATION AND SERVICES AGREEMENT AND COMPENSATION AGREEMENT BETWEEN THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY AND COMCAST OF SOUTH FLORIDA II, INC. FOR CABLE SERVICES FOR THE PIONEER GARDENS HOUSING DEVELOPMENT; AUTHORIZING THE CHAIRMAN AND THE EXECUTIVE DIRECTOR OF THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY TO EXECUTE THE INSTALLATION AND SERVICES AGREEMENT AND COMPENSATION AGREEMENT; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ANY AND ALL ACTIONS NECESSARY TO FACILITATE THE IMPLEMENTATION OF THE INSTALLATION AND SERVICES AGREEMENT AND COMPENSATION AGREEMENT AND THE FULFILLMENT OF ANY AND ALL OBLIGATIONS OF THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY AS PROVIDED THEREIN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the North Miami Community Redevelopment Agency (the “CRA”) is currently implementing a development plan for housing project known as Pioneer Gardens at North Miami (the “Project”) in accordance with its community redevelopment plan and other redevelopment activities.

WHEREAS, the CRA desires to enter into the Installation and Services Agreement and Compensation Agreement with Comcast of South Florida II, Inc. for cable services for the Project, which agreements are attached hereto respectively as Exhibit “A” and Exhibit “B” and by this reference made a part hereof.

NOW, THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND BOARD MEMBERS 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 Installation and Services Agreement and Compensation Agreement as attached hereto respectively as Exhibit “A” and Exhibit “B” are hereby approved, together with such other non-material changes acceptable to the CRA Executive Director and approved as to form and legality by the CRA Attorney.

Section 3. The Chairman and the Executive Director of the CRA are authorized to execute the Installation and Services Agreement and Compensation Agreement.

Section 4. The CRA Executive Director is authorized to take any and all actions necessary to facilitate the implementation of the Installation and Services Agreement and

Compensation Agreement and the fulfillment of any and all obligations of the CRA as provided therein.

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 27th day of February, 2007.

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)

**INSTALLATION AND SERVICES AGREEMENT
BETWEEN
NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY
AND
COMCAST OF SOUTH FLORIDA II, INC.**

THIS INSTALLATION AND SERVICES AGREEMENT (the "Agreement") is made and entered into this 27th day of February, 2007, by and between COMCAST OF SOUTH FLORIDA II, INC. (the "Company"), whose address is 18601 NW 2nd Avenue, Miami, FL 33169 and NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic (the "Owner"), who owns certain real estate and improvements located thereon known as Pioneer Gardens at North Miami, located between NE 4th and 5th Avenue and NE 137th and 139th Street, North Miami, FL 33125 and particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Premises"), consisting of 136 residential condominium units plus any units added or constructed in the future on the Premises.

The Company has entered into a Cable Television Franchise Agreement ("Franchise Agreement") with the City of North Miami, Florida (the "City" or the "Franchise Authority"), which authorizes the Owner to construct and operate a cable television system in the City. The Owner desires to provide broadband services, including, but not limited to, cable television and cable modem internet services (the "Services") to the Premises, and the Company is willing to install, maintain and operate a broadband communications system for such purposes on the Premises in accordance with the terms and conditions below.

NOW, THEREFORE, for good and valuable consideration, the parties, intending to be legally bound, agree as follows:

1. The Owner Wiring. The Owner, at the Owner's sole cost and expense, shall install all cable home and cable home run wiring necessary for the Company to distribute the Services to the Premises (collectively, the "Owner Wiring") in accordance with the Company's specifications, as set forth in Exhibit "B" attached hereto and incorporated herein by reference. The Owner represents and warrants that the Owner Wiring shall be compatible with the Company Wiring (defined in Section 2 below). The Owner Wiring shall be and shall remain the personal property of the Owner, subject to Applicable Law. At no time during or after the term hereof shall the Company or any third party have the right to use the Owner Wiring or any portion thereof for any purpose not contemplated under this Agreement, subject to Applicable Law.

2. The Company Wiring. The Company shall install, maintain and repair its distribution system to one or more mutually agreed upon demarcation points on the Premises, which shall include all necessary equipment and wiring, other than the Owner Wiring, that in conjunction with the Owner Wiring is necessary to provide the Services to the Premises (collectively, the "Company Wiring"). The Company shall install all Company Wiring on the Premises underground. All work shall be done by the Company in a proper and workmanlike manner in accordance with Federal Communications Commission ("FCC") regulations, industry standards

and local codes, unless otherwise provided in this Agreement. The Company shall be responsible for all costs and expenses incurred by it in constructing the Company Wiring. The Company agrees to repair and/or replace any damage to the Premises resulting from the installation, operation, maintenance or removal of the System. The Company will be responsible for obtaining and paying for all necessary permits, licenses and approvals in connection with the construction, installation and operation of the System.

a) Prior to the installation of the System, construction plans prepared by the Company may be reviewed and approved by the Owner, provided that Owner's approval shall not be unreasonably withheld. Owner shall locate on such plans all underground facilities existing on the Premises. The parties shall mutually agree as to the location of above ground equipment. Owner shall give the Company at least twenty (20) days notice of the opening of utility trenches on the Premises so that the Company may, at its option, install the System in the common utility trenches, and shall otherwise cooperate with the Company in the construction and installation of the System. The Owner shall provide the Company with reasonable notice of the Owner's construction schedule and the Company shall use reasonable efforts to construct and install the Company Wiring in accordance with the Owner's schedule for construction of the Premises so as to not delay the Owner's construction and to have Services available upon completion of the units on the Premises, provided that the Company shall not be obligated to commence construction until ninety (90) days after the execution of this Agreement by both parties.

b) The ownership of all parts of the Company Wiring shall be and will remain the personal property of the Company. At no time during or after the term hereof shall the Owner or any third party have the right to use the Company Wiring or any portion thereof for any purpose. Provided the owner(s) of such facilities consents, the Company shall have the right to interconnect with and use any telephony inside wiring facilities, cross connect facilities and other telephony-related facilities which may become necessary or useful, for the provision of the Company's Services to the residents, whether or not such facilities are owned, installed, controlled or maintained by the Company.

3. The System. The "System" shall consist of the Owner Wiring and the Company Wiring. At no time during the term hereof shall the Owner or any third party have the right to use the System or any portion thereof for any purpose.

4. Easement. The Owner has the authority to grant and, as set forth below, shall grant a non-exclusive easement in favor of the Company to place the Company Wiring under the Premises and to operate the System, and shall cause such easement to run with the Premises. The easement shall last until the end of the term and thereafter for a period of time, not to exceed six (6) months, during which the Company may remove the Company Wiring, or any portion thereof. The Owner hereby agrees to execute the form of easement attached hereto as Exhibit "C" and incorporated herein by reference.

5. Access. The Owner will allow Company personnel to enter all common areas of the Premises for the purposes of auditing, selling or disconnecting service, installing,

maintaining, repairing, replacing or removing equipment and apparatus connected with the provision of the Services and will use reasonable efforts to assure the Company access to any parts of the Premises over which it does not have control for the same purposes. To the extent known and upon request, unless prohibited by law, Owner will supply the names and unit numbers of residents at reasonable intervals. Owner shall cooperate with the Company to prevent (i) the unauthorized possession of converters or channel selectors and (ii) the unauthorized reception of the Services.

6. Delivery of Services. The Owner has the authority to grant and does hereby grant to the Company during the term hereof the exclusive right to construct, install, operate and maintain the System on the Premises (whether by cable, satellite, microwave or otherwise) and to deliver the Services to the Premises, unless otherwise required by, subject to federal, state and local laws and regulations, and the Franchise Agreement (collectively, "Applicable Law".)

7. Fees and Charges for Services. The terms, conditions, charges and fees for the Services provided to residents at the Premises shall be contained in contracts between the Company and individual residents. The Owner assumes no liability or responsibility for service charges contracted for by residents. All billing and collections from residents will be accomplished by the Company. The Services shall be those services that the Company offers to residential customers in the Company's franchise area where the Premises is located. The fees and charges for the Services shall not exceed the Company's then current residential retail rate card in the Company's franchise area where the Premises is located. Developer and/or an association created for the Premises may request that the Company provide certain Services on a bulk basis. If so, the Company and the Developer and/or Association shall negotiate in good faith to amend this Agreement to provide the terms for the Company's provision of the Services to the residents on a bulk basis.

8. Customer Service. The Company shall provide customer service in accordance with the Franchise Agreement with the Franchise Authority. The Company will maintain a local or toll-free telephone number which will be available to its subscribers 24 hours a day, seven days a week. Company representatives will be available to respond to customer telephone inquiries during normal business hours. The Company will begin working on service interruptions promptly and in no event later than the next business day after notification of the service problem, excluding conditions beyond the control of the Company.

9. Interference. Neither the Owner nor anyone operating on its behalf will tap or otherwise interfere with the System for any purposes. Notwithstanding anything else in this Agreement to the contrary, the Company shall not interfere with the right of an individual resident to install or use his own private reception device, provided, however, that should any device or any facility belonging to a resident (or Owner) not comply with the technical specifications established by the FCC, including, but not limited to, signal leakage, which interferes with the Company's delivery of the Services, the Company reserves the right to discontinue service to the Premises, or, at the Company's discretion, the individual unit, until such non-conformance is cured by the Owner or resident as the case may be.

10. Term. This Agreement, when duly executed by both parties, shall constitute a binding

agreement between the Owner and the Company and their respective successors and assigns for a term of twelve (12) years. This Agreement shall automatically renew for one (1) period of three (3) years unless either party shall provide the other with a minimum sixty (60) days notice of its intention not to renew at the end of the then current term and provided that (a) neither party is currently in default of a material term of this Agreement and for which all cure periods have passed.

11. Insurance. The Company agrees to maintain public liability insurance and property damage liability insurance as required by the Company's Franchise Agreement with the Franchise Authority. The Company will provide the Owner with a certificate evidencing such insurance and name the Owner and North Miami Housing, Ltd. as additional insureds.

12. Indemnification. The Company shall indemnify, defend and hold the Owner harmless from any and all claims, damage or expense arising out of the actions or omissions of the Company, its agents and employees with respect to the installation, operation, maintenance or removal of the System and the Services provided to residents at the Premises pursuant to this Agreement. The Owner shall indemnify, defend and hold the Company harmless from any and all claims, damage or expense arising out of the actions or omissions of the Owner, its agents and employees.

13. Limitation of Liability. THE COMPANY SHALL NOT BE LIABLE TO OWNER FOR ANY LOST PROFITS, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO FRUSTRATION OF ECONOMIC OR BUSINESS EXPECTATIONS, LOSS OF PROFITS, LOSS OF CAPITAL, COST OF SUBSTITUTE PRODUCT(S), FACILITIES OR SERVICES, OR DOWN TIME COST, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. Termination.

a) Default. In the event either party defaults in the performance of any of the material terms of this Agreement, the non-defaulting party shall give the defaulting party written notice specifying the nature of such default and identifying the specific provision in this Agreement which gives rise to the default. The defaulting party shall have forty-five(45) days to either (i) notify the non-defaulting party that no default occurred, (ii) cure the default, or (iii) if such default is incapable of cure within such forty-five (45) day period, commence curing the default within such forty-five (45) day period and diligently pursue such cure to completion. In the event the defaulting party fails to do so within such forty-five(45) day period, the non-defaulting party may terminate this Agreement upon thirty (30) days written notice without further liability of either party.

b) Loss of Franchise. This Agreement shall terminate automatically without any further liability on the part of the Company or Owner in the event the Company's Franchise Agreement with the Franchise Authority or any renewal thereof ceases to be in effect.

15. Removal of System. Upon termination of this Agreement for any reason, the Company shall have a period of six (6) months in which it shall be entitled but not required to remove the Company Wiring. The Company shall promptly repair any damage to the Premises occasioned by such removal. Any portion of the Company Wiring that the Company does not so remove within such period shall be deemed abandoned and shall become the property of the Owner, subject to Applicable Law.

16. Dispute Resolution. All disputes under this Agreement shall be submitted to, and settled by arbitration in accordance with the rules of the American Arbitration Association (“Rules”). The parties shall appoint a mutually agreeable arbitrator reasonably familiar with multi-channel video program distribution systems and services. In the event the parties are unable to agree to a single arbitrator, the dispute shall be submitted to a panel of three (3) arbitrators, one of which shall be reasonably familiar with multi-channel video program distribution systems and services. Each party shall appoint an arbitrator and the two arbitrators so appointed shall then select a third arbitrator. The arbitrators shall apply applicable federal laws and regulations and the laws of the jurisdiction in which the Premises are located, without regard to its choice of law principles. The decision of the arbitrators shall be binding and conclusive on all parties involved, and judgment upon their decision may be entered in a court of competent jurisdiction. The prevailing party in any such arbitration arising from or in connection with this Agreement shall be entitled to collect from the non-prevailing party, all costs of the arbitration, including reasonable attorneys' fees.

17. Miscellaneous.

a) Force Majeure. The Company shall not be liable for failure to construct the Company Wiring or to continue to operate the System during the term hereof due to acts of God, the failure of equipment or facilities not belonging to Company (including, but not limited to, utility service), denial of access to facilities or rights-of-way essential to serving the Premises, government order or regulation or any other circumstances beyond the reasonable control of the Company. The Owner shall not be liable for failure to construct the Owner Wiring due to circumstances beyond the reasonable control of the Owner.

b) Assignability; Binding Effect. This Agreement may be assigned by Owner provided the assignee shall agree in writing to be bound by all the terms and conditions hereof. In the event the Owner sells, assigns, transfers or otherwise conveys the Premises to a third party, the Owner shall give the Company prior written notice of such change of ownership or control. Owner shall cause any new owner or controlling party to expressly assume this Agreement and agree to be bound by its terms. This Agreement shall be binding upon the parties and their respective successors and assigns.

c) Applicable Law. This Agreement shall be governed and construed in accordance with Applicable Law and by the laws of the jurisdiction in which the Premises are located, without regard to its choice of law principles.

d) Invalidity. If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired.

e) Recording. The Company may record this Agreement (or a memorandum summarizing the material terms) in the public records of the county in which the Premises are located.

f) Notices. All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to Owner:

North Miami Community Redevelopment Agency
615 N.E. 124th Street
North Miami, FL 33161
Attn.: Tony E. Crapp, Sr., Executive Director

With a copy to:

GrayRobinson, PA
401 East Las Olas Boulevard, Suite 1850
Fort Lauderdale, FL 33301
Attn.: Steven W. Zelkowitz, Esq.

If to the Company:

Comcast of South Florida
18601 NW 2nd Avenue
Miami, FL 33169
Attn.: Director of Commercial Development

With a copy to:

Comcast Cable Communications, LLC
1500 Market Street
Philadelphia, PA 19102
Attn.: General Counsel

g) Entire Agreement; Amendments. This Agreement, including all Exhibits, constitutes the entire agreement between the parties and supersedes all prior agreements, promises and understandings, whether oral or written. This Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties. The recitals included above are hereby incorporated into the body of this Agreement as if set forth in their entirety herein.

h) Authority. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

WITNESS/ATTEST

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

Name: By: _____
Kevin A. Burns, Chairman

Name: By: _____
Tony E. Crapp, Sr., Executive Director

Name: By: _____
Frank Wolland, City Clerk

Approved as to form and legal sufficiency:

Name: By: _____
Gray Robinson, P.A., CRA Attorney

ATTEST

COMCAST OF SOUTH FLORIDA II, INC.

By: _____

Tom Autry
VP and General Manager
Miami Dade County and the Florida Keys
18601 NW 2nd Avenue
Miami, FL 33169

EXHIBIT A

(Description of Property)

EXHIBIT B

COMCAST UNIT WIRING SPECIFICATIONS

Wire type – Cable Classifications

Coaxial cables inside buildings must be properly rated for the application as follows:

Inside Building Wire Coaxial Cable Type:

General Use CATV (NEC 820-51(c)) CM (NEC 800-51(d))

Riser Applications CATVR (NEC 820-51(b)) CMR (NEC 800-51(b))

Plenum Applications CATVP (NEC 820-51(a)) CMP (NEC 800-51(a))

Cables of different rating and types can be used as allowed in the NEC (Articles 800 and 820). Approved dual-shield Series RG-6 cable with bonded foil and 60% braid, with foam dielectric, underground flooding compound, and polyethylene jacket for buried-cable applications (an example of such cable is CommScope's F660BEF); approved dual-shield, fire-rated (as required) 60% braid for Series RG-6, with foam dielectric, and appropriate jacket for internal-cable applications (an example of such cable is CommScope's F5967BVV); All wiring is to be performed using Tri-shield or Quad-shield RG-6 coaxial cable with 80% braid.

Home Run Wiring Method – The primary outlet in each unit must be wired directly back to the Comcast tap enclosure with a distance of less than one hundred fifty (150) feet. Each primary outlet located in the unit will be located in a j-box or originate from a double gang outlet. Developer needs to provide a one-inch (1”) PVC conduit with pull string to each unit and a four-inch (4”) PVC sleeve for risers.

Additional Outlet Wiring Method – Internal residential wiring. All additional outlets are to be wired from the primary outlet location via a “home run line” not to exceed a distance of more than (seventy-five) 75 feet from the primary outlet. Any more than four additional outlets wired from a primary outlet may need an amplifier.

Installation & Design - The following additional directions should be observed:

- Design and complete the installation in a way that enables control of the number of outlets within each residential unit. Bring all drops feeding individual outlets to the main primary outlet in the unit.
- All wall plates should have connectors mounted to them (for coax cable use F81 connector)
- Avoid air ducts and hot air ducts; placing cables inside hot air ducts may destroy the integrity of the heating system.
- Install wall plates at the same level (height above floor) as electrical outlets.

EXHIBIT C

GRANT OF NON-EXCLUSIVE EASEMENT

This Grant of Non-exclusive Easement (the "Easement") dated this ___ day of _____, 2007 by and between Comcast of South Florida II, Inc., its successors and assigns, hereinafter referred to as "Grantee" and North Miami Community Redevelopment Agency, hereinafter referred to as "Grantor".

Grantor and Grantee are parties to an Installation and Services Agreement dated _____, 2007, pursuant to which Grantee provides certain broadband communications services to the Property described below.

In consideration of One Dollar (\$1.00), Grantor(s), owner(s) of the Property described below, hereby grant(s) to Grantee, its successors and assigns, an easement in gross and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time a broadband communications system (hereinafter referred to as the "System") consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing broadband services and other like communications, in, on, over, under, across and along that certain real property (the "Property") located in County of Miami-Dade, State of Florida described as follows:

LEGAL DESCRIPTION:
(See Attached Exhibit)

Grantor(s) agree for themselves and their heirs and assigns that the Company Wiring on the Property that is installed by the Grantee shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with said System, and shall have free access to said System and every part thereof, at all times for the purpose of exercising the rights herein granted: provided, however, that in making any excavation on said Property of the Grantor, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical.

This easement shall run for the term of the Installation and Services Agreement plus an additional six months.

Executed this _____ day of _____, 2007.

WITNESS/ATTEST

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

Name: By: _____
Kevin A. Burns, Chairman

Name: By: _____
Tony E. Crapp, Sr., Executive Director

Name: By: _____
Frank Wolland, City Clerk

Approved as to form and legal sufficiency:

Name: By: _____
Gray Robinson, P.A., CRA Attorney

ATTEST:

COMCAST OF SOUTH FLORIDA II, INC.

By: _____
Tom Autry
VP and General Manager, Miami Dade
County and the Florida Keys

**COMPENSATION AGREEMENT
BETWEEN
NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY and COMCAST
OF SOUTH FLORIDA II, INC.**

THIS COMPENSATION AGREEMENT is made and entered into this 27th day of February, 2007 by and between Comcast of South Florida II, Inc. (the "Company"), with offices at 18601 NW 2nd Avenue, Miami, FL 33169, and North Miami Community Redevelopment Agency (the "Developer"), with offices at 615 NE 124th Street, North Miami, FL 33161, which owns certain real estate and improvements thereon known as Pioneer Gardens at North Miami located between NE 4th and 5th Avenue and NE 137th and 139th Street, North Miami, Florida (the "Premises") which, when fully constructed, will consist of approximately 136 residential condominium units.

WHEREAS, the Company and Developer desire to enter into a Installation and Services Agreement pursuant to which the Company will provide broadband communications services to the Premises, including, but not limited to, cable television service, on an exclusive basis; and

WHEREAS, in exchange for such exclusive rights, the Company will pay Developer a per unit fee as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the parties, intending to be legally bound, agree as follows:

- 1) As consideration for Developer entering into that certain twelve (12) year Installation and Services Agreement between North Miami Community Redevelopment Agency and Comcast of South Florida II, Inc. dated on or about the date hereof (the "Installation and Services Agreement"), with a renewal term of three (3) years, granting the Company, among other things, the exclusive right to provide its services to the Premises, the Company agrees to pay Developer a per unit fee of \$175.00 ((the "Per Unit Compensation) for a total of \$23,800.00)) payable on a quarterly basis within forty-five (45) days of receipt by the Company of an invoice identifying the actual number of units constructed for which a Temporary Certificate of Occupancy has been issued. Developer shall submit a completed W-9 form upon the execution of this Compensation Agreement.
- 2) Developer's right to receive the Per Unit Compensation described herein shall terminate upon termination of the Installation and Services Agreement.
- 3) Developer represents, warrants and covenants to the Company that:
 - a) Developer is a community redevelopment agency which was validly created under the laws of the State of Florida.

- b) Developer has full authority to enter into this Compensation Agreement and to perform its obligations hereunder.
- c) Developer, its employees and agents shall at all times during the term of this Compensation Agreement comply with all applicable laws, ordinances, rules and regulations.
- d) There are no decrees, orders of any court or administrative agency, consent agreements, or pending formal or informal governmental investigations which would prohibit or affect Developer's ability to perform its obligations hereunder or to construct the Premises.
- e) The Developer shall file or submit on a timely basis all documents, applications and papers necessary to obtain all permits, licenses and approvals required to construct the Premises.
- 4) In the event either party defaults in the performance of this Compensation Agreement, the non-defaulting party shall give the defaulting party written notice specifying the nature of such default and identifying the specific provision in this Compensation Agreement which gives rise to the default. The defaulting party shall have fifteen (15) days to either (i) notify the non-defaulting party that no default occurred, (ii) cure the default, or (iii) if such default is incapable of cure within such fifteen (15) day period, commence curing the default within such fifteen (15) day period and diligently pursue such cure to completion within thirty (30) days. If the defaulting party fails to do so within the time frames specified in the preceding sentence, the non-defaulting party may terminate this Compensation Agreement.
- 5) In addition to any and all other remedies available to the Company at law or in equity, in the event Developer, its successors, assigns, principals, subsidiaries, affiliates, partners, joint venturers, employees, officers or directors, permits another multi-channel video distributor to provide service to the Premises within the first six years of the effective date of the Installation and Service Agreement, unless required to do so by applicable law, (i) this Compensation Agreement shall terminate immediately, (ii) Developer's right to receive the Per Unit Compensation shall terminate immediately and (iii) Developer shall refund to the Company a portion of the Per Unit Compensation paid by the Company up to the date of termination in an amount equal to (A) the total Per Unit Compensation paid to the date of termination, divided by (B) the number of years in the original twelve (12) year term of the Agreement, multiplied by (C) the number of years remaining in the original twelve (12) year term of the Agreement as of termination date of this Compensation Agreement.
- 6) This Compensation Agreement may not be assigned by Developer without the prior written consent of the Company, which consent shall not be unreasonably withheld.

- 7) This Compensation Agreement shall be governed and construed in accordance with the laws of the jurisdiction in which the Premises are located.
- 8) All disputes under this Agreement shall be submitted to, and settled by arbitration in accordance with the rules of the American Arbitration Association (“Rules”). The parties shall appoint a mutually agreeable arbitrator reasonably familiar with multi-channel video program distribution systems and services. In the event the parties are unable to agree to a single arbitrator, the dispute shall be submitted to a panel of three (3) arbitrators, one of which shall be reasonably familiar with multi-channel video program distribution systems and services. Each party shall appoint an arbitrator and the two arbitrators so appointed shall then select a third arbitrator. The arbitrators shall apply applicable federal laws and regulations and the laws of the jurisdiction in which the Premises are located, without regard to its choice of law principles. The decision of the arbitrators shall be binding and conclusive on all parties involved, and judgment upon their decision may be entered in a court of competent jurisdiction. The prevailing party in any such arbitration arising from or in connection with this Agreement shall be entitled to collect from the non-prevailing party, all costs of the arbitration, including reasonable attorneys' fees.
- 9) Notices. All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to Owner:

North Miami Community Redevelopment Agency
615 N.E. 124th Street
North Miami, FL 33161
Attn.: Tony E. Crapp, Executive Director

With a copy to:

GrayRobinson, PA
401 East Las Olas Boulevard, Suite 1850
Fort Lauderdale, FL 33301
Attn.: Steven W. Zelkowitz, Esq.

If to the Company:

Comcast of South Florida
18601 NW 2nd Avenue
Miami, FL 33169
Attn.: Director of Commercial Development

With a copy to:

Comcast Cable Communications, LLC
1500 Market Street
Philadelphia, PA 19102
Attn.: General Counsel

- 10) Authority Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

(THIS SECTION INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Parties have caused this Compensation Agreement to be executed by their duly authorized representatives as of the date first written above.

WITNESS/ATTEST

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

Name: By: _____
Kevin A. Burns, Chairman

Name: By: _____
Tony E. Crapp, Sr., Executive Director

Name: By: _____
Frank Wolland, City Clerk

Approved as to form and legal sufficiency:

Name: By: _____
Gray Robinson, P.A., CRA Attorney

ATTEST:

COMCAST OF SOUTH FLORIDA II, INC.

By: _____
Tom Autry
Vice President and General Manager
Miami Dade County and the Florida Keys
18601 NW 2nd Avenue
Miami, FL 33169

TAB 3



AGENDA ITEM III

NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY

CRA Board
Kevin A. Burns, Chair
Michael R. Blynn
Jacques Despinosse
Scott Galvin
Marie Erlande Steril

Executive Director
Tony E. Crapp, Sr.

CRA Attorney
Steven W. Zelkowitz

Date: February 27, 2007

To: Honorable Chairman and Members
CRA Board of Commissioners

From: Tony E. Crapp, Sr.
Executive Director

Subject: First Amendment to the Interlocal Agreement between the City of North Miami and the North Miami CRA regarding the conveyance of the Pioneer Gardens (f/k/a Ruck's Park) property from the City to the CRA

Attached please find a proposed first amendment as referenced above for your consideration and recommendation to the CRA Board. The purpose of this amendment is to conform the property legal description as attached to the subject interlocal agreement to the recent survey of the property that has been conducted and certified by Craven Thompson & Associates, Inc. This proposed amendment was reviewed and approved by the CRAAC during its meeting on February 12, 2007 and was approved by the City Council during the meeting held on February 13, 2007.

NMCRA Board agenda item re first amendment to interlocal for conveyance of Pioneer Gardens property for 022707 tecsr 022007

PO Box 610655
North Miami, FL 33261-0655
P: 305.899.0272
F: 305.899.9376

www.NorthMiamiCRA.org

*Helping Build
North Miami's
Tomorrow!*

RESOLUTION NO. _____

A RESOLUTION OF THE CHAIRMAN AND BOARD MEMBERS OF THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY, APPROVING THE FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF NORTH MIAMI, FLORIDA AND THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY RELATING TO THE TRANSFER OF CERTAIN REAL PROPERTY FROM THE CITY OF NORTH MIAMI TO THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY IN CONNECTION WITH THE PIONEER GARDENS HOUSING DEVELOPMENT; AUTHORIZING THE CHAIRMAN AND EXECUTIVE DIRECTOR TO EXECUTE THE FIRST AMENDMENT TO INTERLOCAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of North Miami, Florida (the “City”) and the North Miami Community Redevelopment Agency previously entered into that certain Interlocal Agreement dated January 24, 2006 (the “Agreement”) with respect to the conveyance of the Property (as defined therein) from the City to the CRA for the Pioneer Gardens housing development; and

WHEREAS, the City and the CRA desire to amend the Agreement to provide for the conveyance of additional real property from the City to the CRA as more particularly described in the First Amendment to Interlocal Agreement attached hereto as Exhibit “A” and by this reference made a part hereof; and

WHEREAS, the City desires to transfer such additional real property to the CRA in order to aid the CRA in the planning and carrying out of the community redevelopment plan and other redevelopment activities; and

WHEREAS, Section 163.400, Florida Statutes, known as Cooperation by Public Bodies, encourages municipalities to do any and all things necessary to aid or cooperate in the planning or carrying out of a community redevelopment plan and related redevelopment activities including the entering into agreements which may be contrary to other provisions or rule of law; and

WHEREAS, Section 163.400, Florida Statutes, authorizes a municipality to sell or convey real property to a another governmental agency without appraisal, public notice, advertisement, or public bidding; and

WHEREAS, both Sections 163.01 and 163.400, Florida Statutes, acknowledge that a community redevelopment agency is included in the definition of “county or municipality” and both sections are applicable; and

WHEREAS, the City and the CRA desire to enter into the First Amendment to Interlocal Agreement attached hereto as Exhibit “A” in order to transfer real property from the City to the CRA for the Pioneer Gardens housing development.

NOW, THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND BOARD MEMBERS 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 First Amendment to Interlocal Agreement as attached hereto as Exhibit "A" is hereby approved together with such non-material changes as may be requested by the City and acceptable to the Executive Director and approved as to form and legality by the CRA Attorney. The CRA hereby accepts the transfer of the real property described therein from the City.

Section 3. The Chairman and Executive Director of the CRA are hereby authorized to execute the Interlocal Agreement.

Section 4. 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 27th day of February, 2007.

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)

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT (this "First Amendment") is entered into this _____ day of February, 2007 between the **CITY OF NORTH MIAMI, FLORIDA**, a Florida municipal corporation (the "City") and the **NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (the "CRA") (the City and CRA are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties").

RECITALS

1. The City and CRA entered into that certain Interlocal Agreement dated January 24, 2006 (the "Agreement") with respect to the conveyance of the Property (as defined in the Agreement) from the City to the CRA.

2. The Parties desire to amend certain terms and provisions of the Agreement as set forth in this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the CRA agree as follows:

Section 1. Recitals and Authority.

1.1 Recitals. The Recitals set forth above are true and correct and are incorporated in this First Agreement by reference.

1.2 Authority. This Agreement is entered into by the Parties pursuant to Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," and Section 163.400, Florida Statutes, entitled "Cooperation by Public Bodies."

Section 2. Conflict; Defined Terms; Ratification.

2.1 First Amendment Controls; Defined Terms. In the event of any conflict between the terms and conditions of this First Amendment and the Agreement, it is agreed that the terms and conditions of this First Amendment shall control. Any defined terms not defined in this First Amendment shall have the meaning ascribed to them in the Agreement. All references herein to "this Agreement" shall include this First Amendment.

2.2 Ratification. Except as set forth in this First Amendment, all other terms and provisions of the Agreement shall remain unmodified and in full force and effect and the parties hereby ratify the terms and conditions set forth in the Agreement.

Section 3. The Property.

3.1 The Property. The City shall convey to the CRA the real property set forth on

legal description attached to the Quit-Claim Deed (the "Deed"), both of which are attached hereto as Exhibit "A" and by this reference made a part hereof. The real property set forth on the legal description attached to the Deed shall hereinafter be considered part and parcel of the Property for all intents and purposes including the terms, provisions and restrictions set forth in the Agreement.

3.2 Execution, Delivery and Recording of the Deed. Simultaneously upon the execution of this Agreement by the City, the City shall execute and deliver the Deed to the CRA. The CRA, at its sole cost and expense, shall record the Deed in the Public Records of Miami-Dade County. The Parties acknowledge that the conveyance of the Property from the City to the CRA is not subject to State of Florida documentary stamp taxes pursuant to Section 12B-4.014, Florida Administrative Code.

Section 4. Re-Conveyance of Property to City. The Parties acknowledge and agree that building permits have been issued by the City for the development of the Property as an affordable housing project. The Parties further acknowledge and agree that the requirements of Section 4 of the Agreement have been met by the CRA, and the City's right to request that the CRA re-convey the Property to the City is null and void. Section 4 of the Agreement is hereby deleted in its entirety.

[THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the City and the CRA hereto have caused this Agreement to be executed as of the day and year first above written.

CITY OF NORTH MIAMI, FLORIDA,
a Florida municipal corporation

By: _____
Clarence Patterson, City Manager

ATTEST:

By: _____
Frank Wolland, City Clerk

Approved as to form and legal sufficiency

By: _____
City Attorney

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

By: _____
Kevin A. Burns, Chairman

By: _____
Tony E. Crapp, Sr., Executive Director

Attest:

By: _____
Frank Wolland, City Clerk

Approved as to form and legal sufficiency:

By: _____
Gray Robinson, P.A., CRA Attorney

EXHIBIT "A"

QUIT-CLAIM DEED WITH LEGAL DESCRIPTION

This instrument prepared by and
after recording return to:

Steven W. Zelkowitz, Esq.
GrayRobinson, P.A.
401 East Las Olas Boulevard
Suite 1850
Fort Lauderdale, FL 33301
(954) 761-7469

Tax Folio No. 06-2219-000-1620

QUIT-CLAIM DEED

THIS QUIT CLAIM DEED executed this ____ day of February, 2007, by the **CITY OF NORTH MIAMI, FLORIDA**, a Florida municipal corporation, whose mailing address is 776 N.E. 125th Street, North Miami, Florida 33161 (hereinafter referred to as "Grantor"), to and in favor of the **NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY**, whose mailing address is 615 N.E. 124th Street, North Miami, Florida 33161 (hereinafter referred to as "Grantee").

(Wherever used herein, the terms Grantor and Grantee include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH, That the said Grantor, for and in consideration of the sum of TEN (\$10.00) DOLLARS, and other good and valuable considerations, in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in Miami-Dade County, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behalf of the said Grantee forever.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first above written.

Witnesses:

**CITY OF NORTH MIAMI,
a Florida municipal corporation**

Print Name: _____

By: _____
Clarence Patterson, City Manager

Print Name: _____

Attest:

By: _____
Frank Wolland, City Clerk

Approved as to form and legal sufficiency:

By: _____
City Attorney

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

The foregoing instrument was acknowledged before me this ____ day of February, 2007, by Clarence Patterson, as City Manager of the CITY OF NORTH MIAMI, a Florida municipal corporation, who (check one) [] is personally known to me or [] has produced a Florida drivers license as identification.

Notary Public, State of Florida

Print Name

My Commission Expires:
DRAFT - # 38944 v2
1/31/07 3:35 PM

EXHIBIT "A"

DESCRIPTION:

A PORTION OF THE SOUTH ONE-HALF (S. ½) OF THE NORTHWEST ONE-QUARTER (N.W. ¼) OF THE SOUTHEAST ONE-QUARTER (S.E. ¼) OF THE SOUTHWEST ONE-QUARTER (S.W. ¼) OF SECTION 19, TOWNSHIP 52 SOUTH, RANGE 42 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER (N.W. ¼), OF THE SOUTHEAST ONE-QUARTER (S.E. ¼), OF THE SOUTHWEST ONE-QUARTER (S.W. ¼) OF SAID SECTION 19; THENCE SOUTH 00°05'25" WEST, ALONG A PORTION OF THE EAST LINE OF SAID NORTHWEST ONE-QUARTER (N.W. ¼), OF THE SOUTHEAST ONE-QUARTER (S.E. ¼), OF THE SOUTHWEST ONE-QUARTER (S.W. ¼), A DISTANCE OF 356.48 FEET; THENCE SOUTH 89°45'19" WEST, ALONG A PORTION OF THE SOUTH LINE OF A 50 FOOT WIDE RIGHT-OF-WAY RECORDED IN DEED BOOK 2153, PAGE 151 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, A DISTANCE OF 433.06 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°12'45" EAST, A DISTANCE OF 5.46 FEET; THENCE SOUTH 89°40'12" WEST, A DISTANCE OF 229.94 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST ONE-QUARTER (N.W. ¼) OF THE SOUTHEAST ONE-QUARTER (S.E. ¼) OF THE SOUTHWEST ONE-QUARTER (S.W. ¼) OF SAID SECTION 19; THENCE NORTH 00°06'41" EAST, A DISTANCE OF 5.80 FEET TO A POINT ON THE SOUTH LINE OF SAID RIGHT-OF-WAY; THENCE NORTH 89°45'19" EAST, ALONG A PORTION OF SAID NORTH LINE A DISTANCE OF 229.90 FEET TO THE POINT OF BEGINNING.

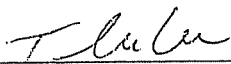
SAID LANDS SITUATE LYING AND BEING IN THE CITY OF NORTH MIAMI, MIAMI-DADE COUNTY, FLORIDA AND CONTAIN 0.030 ACRES OR (1,294 SQUARE FEET) MORE OR LESS

NOTE: THE BEARINGS SHOWN HEREON ON ARE BASED ON AN ASSUMED MERIDIAN, WITH THE EAST LINE OF THE N.W. 1/4, OF THE S.E. 1/4, OF THE S.W. 1/4 OF SECTION 19, TOWNSHIP 52 SOUTH, RANGE 42 EAST BEARING SOUTH 00°05'25" WEST.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 61G17-6 (FLORIDA ADMINISTRATIVE CODE), AS ADOPTED BY THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON & ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB271



THOMAS C. SHAHAN
PROFESSIONAL SURVEYOR AND MAPPER NO. 4387
STATE OF FLORIDA

THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



Craven • Thompson & Associates, Inc.

ENGINEERS • PLANNERS • SURVEYORS

3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-64
 FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271
 FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS No. 0000114

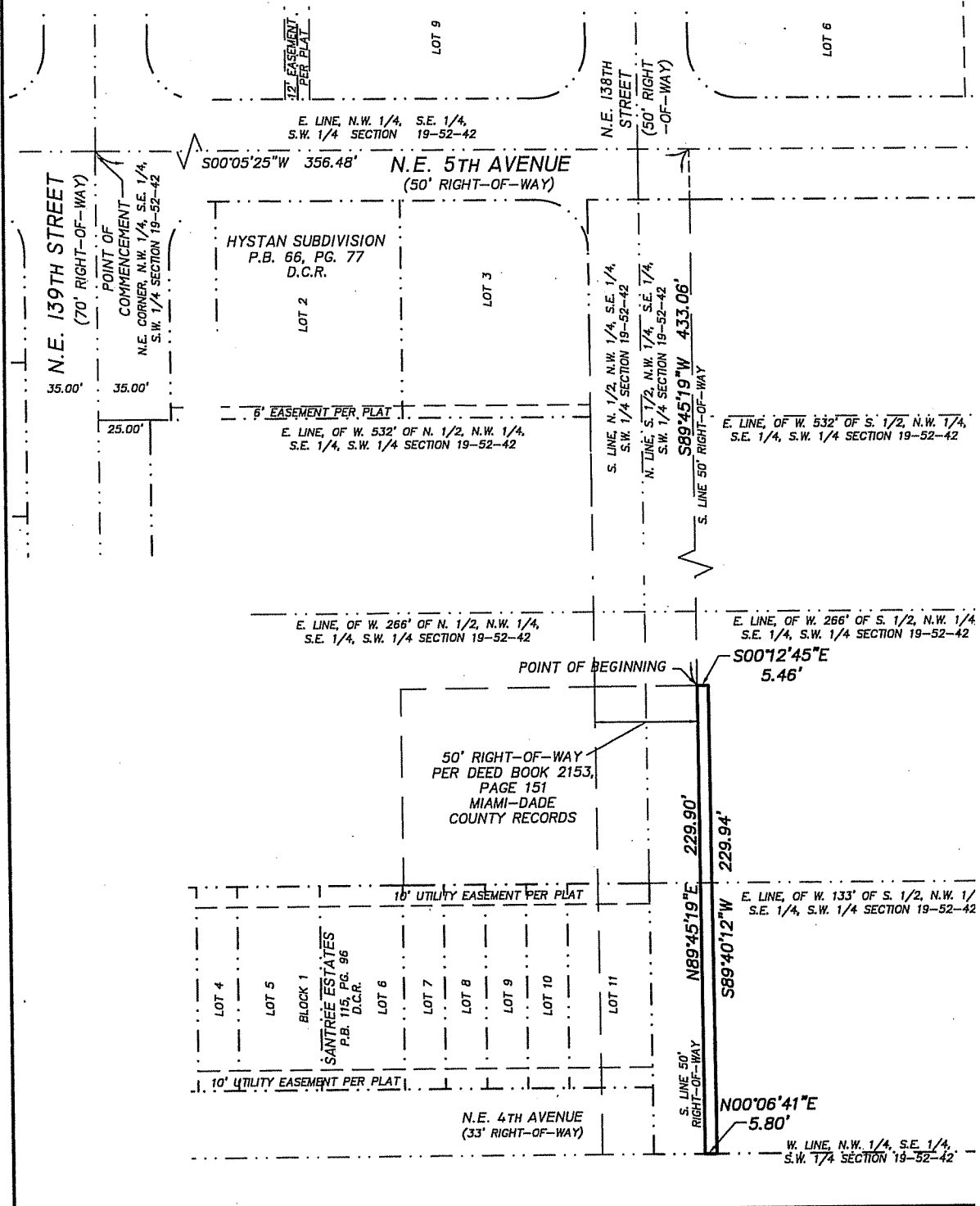
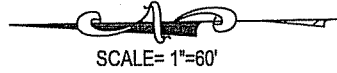
MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF CRAVEN-THOMPSON & ASSOCIATES, INC. WRITING CRAVEN-THOMPSON & ASSOCIATES, INC. COPYRIGHT © 2000

FOR: CITY OF NORTH MIAMI

NOTE: THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

SKETCH TO ACCOMPANY DESCRIPTION

ADDITIONAL LANDS TO BE ACQUIRED



UPDATES and/or REVISIONS	DATE	BY	CK'D

NOTE The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set for all such matters. Such information should be obtained and confirmed by others through appropriate title verification.

NOTE Lands shown hereon were not abstracted for right-of-way and/or easements of record. G:\2004\040136\dwg\SD-ADDN PROP-138 STR