



NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY

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

Executive Director
Frank Schnidman

Assistant Director
Patrick Brett

Chief Advisor
Charles M. Haar

CRA Attorney
Steven W. Zelkowitz

6 October 2005

Dear CRA Board,

The enclosed documents in this CRA Board packet are for the Tuesday, October 11 meeting. All but one item are presented for your review and discussion. Selected review items will be presented for action at the October 25 meeting with appropriate changes and modifications based upon Board recommendations. The one item requiring action is a resolution to approve the office lease for the building at 645 NE 127th Street.

The CRA is moving forward with preparation of the necessary rules and guidelines that will govern the Agency and its Advisory Committee for many years to come. CRA staff and professional advisors have prepared the following draft documents for your initial review:

- CRA Bylaws,
- Advisory Committee Rules and Guidelines,
- Disclosure Form.

The CRA website is up and running and is the Agency's digital face to the world (www.NorthMiamiCRA.com). The site has been designed to provide North Miami citizens with up-to-date information, and to serve as a true resource to citizens, professionals, and those interested in the activities of the CRA and the City of North Miami.. This vital resource will be updated on a weekly basis and has been prepared by CRA staff and will be maintained by CRA staff. A presentation will be made at the Board meeting.

At the Board meeting CRA staff will also review the status of Board appointments to the Advisory Committee as well as issues related to the work of the Committee and the schedule of its meetings.

In addition, we will revisit the job description for the Urban Planner position to get better direction from the Board concerning the scope of the language requirement in the qualifications for the position.

And, as directed by the Board, this packet contains the revised lease agreement with an option to purchase for 645 NE 127 Street building. A resolution is also enclosed that requires your attention. Since our last discussion, the landlord has made the following changes:

776 NE 125th St
North Miami, FL 33161
05.893.2133 x2133
F. 305.891.1015

www.NorthMiamiCRA.org





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- O The option price has been changed to a firm \$850,000 rather than the lesser of that amount or the average of two professional appraisals of the property, one commissioned by the owner and one by the CRA.
- O The provision to offset against the purchase price in the event the option to purchase is exercised of one-half of the cost of tenant repairs to the "as-is" lease, as approved by the landlord (with an estimate for initial repairs immediately needed of \$18,000), has been deleted, and the CRA must make necessary repairs to the building during the period of the lease with no partial recovery in the event of the exercise of the option to purchase.

I look forward to the opportunity to discuss these materials with you prior to the Board meeting, and I will be contacting each of you on Monday to arrange either a telephone conversation or personal meeting. If you have any questions in the interim or require further information, please contact me by e-mail (FrankSchnidman@NorthMiamiCRA.com) or via my cell phone, 954-599-8715..

Sincerely,

A handwritten signature in black ink that reads "Frank Schnidman".

Frank Schnidman
Executive Director



776 NE 125th St
North Miami, FL 33161
05.893.2133 x2133
F: 305.891.1015

www.NorthMiamiCRA.org

FINAL
4 October 2005



AGENDA
**NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY
BOARD MEETING**

**TUESDAY, OCTOBER 11, 2005
5:30 P.M.**

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

CALL TO ORDER

- A. Flag Salute
- B. Roll Call

APPROVAL OF MINUTES

- C. Regular Meeting Tuesday, September 27, 2005

ITEMS FOR REVIEW AND/OR ACTION

1. Update: CRA Website
2. Discussion on Disclosure Form
3. Review and Discussion of Proposed CRA Board Bylaws
4. Review and Discussion of Proposed CRA Advisory Board Rules and Guidelines
5. Update Report: Advisory Board Appointments
6. Discussion of Urban Planner Position
7. Director's Report

ADJOURNMENT

North Miami CRA Website: Now and in the Future

The NMCRA website, www.NorthMiamiCRA.org, is much more than an “online brochure” on the CRA. It is an integral part of the functioning of the organization and how it interacts with the public. It will be a key (but by no means exclusive) way to communicate with city residents, the CRA Board, and CRA Advisory Committee. It is also a tool for staff and CRA consultants to centralize information and scheduling. Another important function of the website is in implementing the CRA’s policy of being Honest, Open, and Transparent, by making information easily accessible to all interested parties.

The screenshot shows the North Miami CRA website homepage. At the top left is the logo with 'NORTH MIAMI' in red and 'CRA' in white on a blue background. To the right is the text 'The North Miami Community Redevelopment Agency'. A navigation menu on the left includes: Home, Meeting Information, Events & News, Documents & Plans, Resources, About the CRA, and Contact Us. In the center is a large version of the logo. Below it, the text reads: 'Next CRA Board Meeting: Tuesday, October 11, 2005' with a link to 'Agenda & other meeting materials'. To the right are six portraits of board members and the executive director, each with a caption: Kevin Burns (CRA Board Chair), Michael R. Blynn (Board Member), Jacques Despinosse (Board Member), Scott Galvin (Board Member), Marie Erlande Steril (Board Member), and Frank Schnidman (Executive Director). At the bottom left is a circular graphic with the words 'Honest', 'Open', and 'Transparent' around a yellow circle containing the word 'HOT'.

Thorough research will be conducted on the best practices of other CRA websites and we will strive to constantly improve the site based on feedback and research. Not only does our Special Projects Manager have a Master’s in Urban and Regional Planning, he also owned a successful web design and database development business for five years.

Soon we will make the site available in Creole and Spanish as well. All the key pages of the site will be translated to make the information accessible to as many residents as possible. We will also explore many avenues to make the site, and the internet in general, accessible to those currently without internet access, through the library, schools, and other partnerships. Furthermore, we will follow Section 508 guidelines for making websites accessible to the seeing impaired.

It is not enough to have the website online, because if people are not aware of it, they won't take advantage of this resource. We will create an integrated marketing strategy that will use various kinds of media to drive traffic to the site. We will make extensive use of e-newsletters to inform residents and others of key events and programs, while driving traffic to the site.

The following is a description of the various pages on the website, starting with those pages that are currently available online, followed by a brief discussion of certain website features that will be implemented as our work continues.

HOME PAGE

The home page will serve as the portal to the website, and contain images or animations to engage the site visitor. They will also be introduced to the CRA Board with links to their own pages. The home page will contain highlighted events and news so visitors don't need to look around for the most relevant information.

About Us

This section of the website will provide visitors with an overview of the CRA, introduces its staff, and describes our activities. It will present the CRA Board members and CRA Advisory Committee members and explain their respective roles. Links to the pertinent statutes and regulations will be provided to understand the legal underpinnings of the CRA. Finally, *presentations or papers will be available to help visitors understand the CRA's functions and history.* Basic contact information and directions to our office will also be provided.

	The North Miami Community Redevelopment Agency
Home	About the North Miami CRA
Meeting Information	Staff
Calendar of Events	Click on names to view resume (pdf)
Documents/Plans	<ul style="list-style-type: none">• Frank Schnidman, Executive Director• Patrick Brett, Assistant Director• Charles Haar, Chief Advisor• Alix Montes, Real Estate Advisor• John O'Brien, Special Projects Manager
Resources/Links	Presentations
Job Opportunities	Download a PowerPoint presentation on why the CRA was created, information on the City of North Miami, and the goals of the CRA. (pdf, 4.3 mb)
About the CRA	Zoning and Planning Law Article on the North Miami CRA by Executive Director, "Looking for 'Smart Growth' in Redevelopment: Lessons from an Evolving South Florida Success Story", <i>Zoning and Planning Law</i> , May 2004 (pdf)
Contact Us	Also be sure to check out the documents and plans on this website.
	Contact Information
	Email Us 776 NE 125th Street North Miami, FL 33161 Phone: 305.893.6511 ext. 2133 Fax: 305.891.1015

Meeting Information

This page contains information and materials on upcoming meetings, as well as providing an archive of minutes, materials and presentations from previous CRA Board and Advisory Committee meetings. Not only is the agenda for meetings available, but the *entire meeting packet in a single Adobe Acrobat (pdf) file*, with convenient table of contents.

The screenshot displays the North Miami CRA website's 'Meeting Information' page. The website header includes the 'NORTH MIAMI CRA' logo and the text 'The North Miami Community Redevelopment Agency'. A navigation menu on the left lists: Home, Meeting Information, Calendar of Events, Documents/Plans, Resources/Links, Job Opportunities, About the CRA, and Contact Us. The main content area features a 'Meeting Information' heading, a notice that documents require Adobe Acrobat, and the announcement for the 'Next CRA Board Meeting: Tuesday, October 11, 2005'. Below this, a section titled 'Materials from Previous Meetings' lists three past meetings with links to their respective 'Complete CRA Board Packet' files and 'Annotated Agenda' documents. A yellow circular graphic with the text 'Honest Open Transparent HOT' is positioned on the left side of the page.

On this page you will find all information related to CRA Board meetings.

Documents require Adobe Acrobat reader - [download the latest version](#)

Next CRA Board Meeting:
Tuesday, October 11, 2005

Materials from Previous Meetings

- Meeting of September 27, 2005**
 - [Complete CRA Board Packet](#) (1 mb)
- Meeting of September 13, 2005**
 - [Complete CRA Board Packet](#) (2.4 mb)
- Meeting of August 9, 2005**
 - [Complete CRA Board Packet](#) (2 mb)
 - [Annotated Agenda](#)

The bottom portion of the image shows a PDF viewer window displaying the 'AGENDA' for the 'NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING' held on 'TUESDAY, SEPTEMBER 13, 2005' at '5:30 P.M.' in 'NORTH MIAMI CITY HALL - COUNCIL CHAMBERS'. The agenda includes sections for 'CALL TO ORDER', 'APPROVAL OF MINUTES', 'ITEMS FOR REVIEW AND/OR ACTION' (listing 6 items), and 'ADJOURNMENT'. A 'Bookmarks' sidebar on the left of the PDF viewer lists various documents such as 'Agenda', 'Memorandum from Consulting Director', and 'Statement of Qualifications for CRA Attorney'.

Contact Us

The Contact Us page provides a convenient way for site visitors to interact with the CRA by providing feedback on the website or any other facet of CRA operations. This feedback will be monitored and catalogued, and staff will respond when requested. From this page, site visitors will also be able to sign up online and be added to (or taken off) our email database.

This section of the site will be greatly expanded in the future, as we develop public involvement procedures when plans and projects are underway. Options include targeted e-newsletters, online bulletin boards, and project-specific feedback.

Documents/Plans

The *Phase 1 Redevelopment Plan* is online now, including the full text of the document and all appendices, including maps and tables. The *Finding of Necessity* and related exhibits are also available. As more plans become available, the public will find them here, so that all have access to the information at the same time.

Other documents will be posted in this section as well, such as key CRA documents (interlocal agreements, etc.) and any other documents that the public can review and comment on, along with a complete list of procedures and policies that governs how the CRA operates.



The North Miami Community Redevelopment Agency

- Home
- Meeting Information
- Events & News
- Documents & Plans
- Resources
- About the CRA
- Contact Us



CRA Plan

 Documents Require Adobe Acrobat Reader - [download the latest version](#)

[Phase 1 Main Text](#)

Appendices

These files are approximately 1-2 mb each

- [Boundary Description](#)
- [Aerial City Boundary](#)
- [Redevelopment Boundary](#)
- [Opportunity and Constraints](#)
- [Legend for Opps & Constraints](#)
- [Taxable Value Map](#)
- [Existing Zoning Density Map](#)
- [Existing Zoning Map](#)
- [Comprehensive Plan Future Land Use](#)
- [Redevelopment Plan Stage I Land Use Map](#)
- [Roadway Hierarchy Plan](#)
- [Typical Road Profile](#)
- [Parks, Open Space, and Greenways](#)
- [Tables](#)

[Finding of Necessity](#)
[Finding of Necessity Book Exhibits](#) (large file: 15 mb)

Resources

There is a wealth of information available on issues related to the CRA activities, including economic development, affordable housing and planning & zoning. This information is important for staff and interested citizens so that they can be fully informed on these issues, whether from local, state, or federal sources. *What you see is just the beginning!*



The North Miami Community Redevelopment Agency

Home
Meeting Information
Events & News
Documents & Plans
Resources
About the CRA
Contact Us



Resources

Links

Local Links

- [City of North Miami](#)
 - [City of North Miami Ordinances online](#)
- [Downtown North Miami](#) (on Comm. Galvin's [website](#))
- [North Miami Housing](#)
- [North Miami Grows Website](#)
- [Miami-Dade County Office of Community & Economic Development](#)
- [Biscayne Landing](#)

Redevelopment/Planning

- [Florida Redevelopment Association](#)
- [ULI - the Urban Land Institute](#)
- [Congress for the New Urbanism](#)
 - [Florida Chapter](#)
- [International Council of Shopping Centers \(ICSC\)](#)
- [American Planning Association](#)
 - [Florida Chapter](#)
- [Pace University Law School Land Use Law Center](#)
- [Center for Urban & Environmental Solutions at FAU's Redevelopment of Southeast Florida program](#)

Economic Development

- [Economic Development: Attracting Desired Land Uses and Land Users An Essay Based Upon American Experience](#), By CRA Director Frank Schnidman
- [Enterprise Zones, Florida](#)
 - [Matrices of Incentives](#)

Internal Website Functions


Parts of the website will only be accessible to staff and specific contractors (but may be subject to Sunshine Law requests for information). The contact database will be available to all staff with a internet connection, and will be fully searchable. It will break contacts down into a variety of categories, whether they are interested citizens, CRA and City staff, interested contractors, job applicants, etc. All feedback from the general public will be stored here, and events can be added or edited by staff via a browser.

Soon, project timelines, staff schedules, documents, and task lists will be available online so that the director or project managers will be able to keep track of progress and adjust plans accordingly.

News & Events

Used in combination with print, radio, TV, and face-to-face public outreach, the website will serve as a rich, interactive resource for residents and businesses to keep up-to-date with CRA activities, from Board meetings to special promotional events the CRA will be holding in the near future. Events sponsored by other organizations related redevelopment and affordable housing, will also be listed on the calendar both locally and nationwide.

And while the home page will hold the most recent news related to the CRA, this section of the site will maintain an archive of articles and press releases. This section will also contain links to our newsletters, whether electronic or print once we start to distribute these.

 View as a list See also City of North Miami Calendar						
◀ October 2005 ▶						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	<div style="border: 1px solid black; padding: 2px;"> 5 Broward County Affordable Housing Summit SmartCode Workshop </div>	6	7	8 Councilman Jacques Despinosse's Breakfast Meeting
9 Community First Event	10	11 CRA BOARD MEETING	12 Business Development Board Meeting	13	14	15
16	17 Tax Increment Financing Committee Meeting	18	19 *Florida Redevelopment Association 2005	20	21	22
23	24					
30	31					

* Event takes place over multiple days

 The North Miami Community Redevelopment Agency	
<ul style="list-style-type: none"> Home Meeting Information Calendar of Events Documents/Plans Resources/Links Job Opportunities About the CRA Contact Us 	<h3 style="margin: 0;">Details</h3> <div style="background-color: #003366; color: white; padding: 2px; margin-bottom: 5px;"> Broward County Affordable Housing Summit </div> <p>Date: Wednesday, October 05, 2005 Thursday, October 06, 2005</p> <p>Time: See agenda on website</p> <p>On October 5th and 6th participants from all viewpoints will be invited to attend a landmark summit on housing in Broward County. Commencing with presentations on the evening of October 5th at the Broward Center for the Performing Arts and continuing all day on October 6th at the Broward County Convention Center, the Affordable Housing Summit will feature nationally recognized speakers who will discuss tools and best practices that have worked successfully to solve the housing dilemma in other communities. In the afternoon, participants will be asked to brainstorm in working group sessions aimed at setting Browards course.</p> <p>Location: Broward County Convention Center Fort Lauderdale</p> <p>Contact Info: mandyspangler@bellsouth.net</p> <p style="text-align: center;">Link to more information</p>
	

Planned Website Sections

H.O.T. Features

One of the goals of the website is to fulfill our mission to be honest, open, and transparent (HOT) in all our dealings. Our goal is to go beyond statutory requirements to ensure the integrity of our office. *This section will contain our HOT policies and will provide a means for lobbyists and other interested parties to register with the CRA before meeting with staff.* Their information will then be added to our database and be available for all to see. When registrants meet with CRA staff, this information will also be noted and be made available on the web to the general public.



The screenshot shows the website interface for the North Miami Community Redevelopment Agency (CRA). At the top left is the logo for North Miami CRA, and at the top right is the agency name. A navigation menu on the left includes links for Home, Meeting Information, Calendar of Events, Documents/Plans, Resources/Links, Job Opportunities, About the CRA, and Contact Us. Below the menu is a circular logo with the text 'Honest Open Transparent' and 'HOT' in the center. The main content area is titled 'Disclosure Form' and 'Section 1 - Registrant Information'. It contains a registration form with the following fields: Name (Prefix, *First, M.I., *Last), Title, Organization, Fax, *Telephone, Cell, *Address, *City, *State, *Zip Code, Email, and Web. A 'Notes' field is also present. A 'Next >' button is at the bottom left, and '*Required' is indicated at the bottom right.

Projects

Once the CRA is fully operational and projects are being planned or implemented, this is the section where visitors will find the most up-to-date information on those projects which most interest them. Here they will find detailed plans, maps, and schedules and find out how they can participate.

Employment and Contracting Opportunities

Soon we will be listing many opportunities for companies and individuals to do business with the CRA and associated entities. In this section we will provide a complete list of opportunities and describe the process to take advantage of them. Requests for Qualifications (RFQ) and Requests for Proposals (RFP) will be posted here.

Housing Programs

Creating and maintaining affordable housing is at the heart of the NMCRA's mission, and this section of the website will contain all residents need to know about our programs. From new construction to rehabilitation, programs will be described, and procedures clearly spelled out. Depending on how we proceed, residents will be able to make initial inquiries into these programs online, as well as track where they are in the system.

Economic Development Programs

In addition to affordable housing, the CRA will make available a variety of tools for local businesses and workers to succeed. On this part of the site, procedures for securing grants, loans, and training will be listed, with the necessary forms to apply for federal, state, city and CRA programs.

www.NorthMiamiCRA.org



DISCLOSURE FORM

CRA Policy

Any person, firm or corporation desiring to meet with the North Miami Community Redevelopment Agency (CRA) Board Members or Staff to discuss matters of concern to the CRA must register on this form and state their name, business address, the name and business address of each principal and/or client represented on CRA matters, any previous principal and/or client represented who has, at the time of registration, any pending matters involving the CRA, the general and specific areas of interest in any CRA matter and the existence of any direct or indirect business association, partnership or financial relationship with the CRA or any of its Board Members or Staff. Registration is required for each principal and/or client represented.

Note: Individuals seeking to meet with either Board Members or Staff who are representing only their own personal interests are only required to complete Sections 1, 4 and 5 of this form. Information from this form will be published on the CRA website.

Section 1 – Registrant Information

Name: _____
Organization: _____
Title: _____
Business Address: _____
City, State Zip: _____
Phone: _____
Email: _____

Section 2 – Principal/Client Information

Name: _____
Organization: _____
Title: _____
Business Address: _____
City, State Zip: _____
Phone: _____
Email: _____

*If there is more than one such principal/client and additional space is needed to complete this section, please attach a schedule setting forth the needed information.

HONEST OPEN TRANSPARENT

Section 3 – Previous Principal/Client Information

Please provide the following information concerning any previous principal/client represented who has, at the time of this registration, any pending matters involving the CRA.

Name: _____
Organization: _____
Title: _____
Business Address: _____
City, State Zip: _____
Phone: _____
Email: _____

*If there is more than one previous principal/client and additional space is needed to complete this section, please attach a schedule setting forth the needed information.

Section 4 –Interests of Registrant

My general area(s) of interest in any CRA matter is (are) as follows:

My specific area(s) of interest in any CRA matter for the principal(s)/client(s) listed above is (are) as follows:

* If more space is needed to complete this section, please attach a schedule setting forth the needed information.

Section 5 – Business Association, Partnership or Financial Relationship

Please provide information regarding any direct or indirect business association, partnership or financial relationship with the CRA or any of its Board Members or Staff.

* If more space is needed to complete this section, please attach a schedule setting forth the needed information.

There undersigned hereby certifies that the foregoing information is true and correct in all respects.

Print Name: _____

Dated: _____

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BY-LAWS OF NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY

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BY-LAWS OF NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY

(A Community Redevelopment Agency Created
Pursuant to Chapter 163, Part III, Florida Statutes)

These By-Laws of the City of North Miami Community Redevelopment Agency address the administration and management of the Agency. If a conflict arises between these By-Laws and any provision of Chapter 163, Part III, Florida Statutes, or the Interlocal Cooperation Agreement dated September 1, 2005 between Miami-Dade County, the City and the Agency then, in that event, the statute or Interlocal Cooperation Agreement shall prevail.

ARTICLE 1

GENERAL

1.1 Establishment and Name. Pursuant to Chapter 163, Part III, Florida Statutes, the City Council of the City of North Miami, Florida, as the City's governing body (the "City") established a community redevelopment agency known as North Miami Community Redevelopment Agency (the "CRA").

1.2 Purpose and Objectives. The purpose of the CRA is to formulate a workable program for utilizing appropriate private and public resources to eliminate and prevent the development or spread of slum and blighted areas within the City .

1.3 Seal. The CRA shall have a seal which shall be circular in form and shall bear the name of the CRA. The Secretary shall be the custodian of the Seal.

1.4 Members and Terms. In accordance with Section 163.357(1), Florida Statutes, the City Council has designated itself as the governing board of the CRA. Reference to the members of the CRA as a whole shall be "Board of Commissioners", "Commissioners," or "CRA Board". An individual member of the CRA shall be referred to as a "Commissioner"

1.5 Compensation. The shall serve without compensation from the CRA, but shall be entitled to reimbursement for their actual and necessary expenses incurred in the discharge of their duties for the CRA. Requests for reimbursement shall be subject to the requirements of Section 112.061, Florida Statutes.

ARTICLE 2

OFFICERS AND EMPLOYEES

2.1 Officers. The officers of the CRA shall be a Chair and a Vice-Chair.

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2.2 Chair. The Mayor shall serve as Chair of the CRA. The Chair shall preside at all meetings of the CRA and shall execute instruments in the name of the CRA as may be required, and shall have general supervision, direction and control over the business and operations of the CRA.

2.3 Vice-Chair. The Vice-Mayor shall serve as the Vice-Chair. The Vice-Chair shall, in the absence, disqualification, resignation, death, or disability of the Chair, or at the Chair's direction, exercise the functions of the Chair.

2.4 Executive Director. The CRA Board shall appoint a CRA Executive Director to administer its business and operations.

2.4.1. General. The Executive Director shall be the chief executive officer of the CRA.

2.4.2. Responsibility. The Executive Director shall prepare the CRA agenda, attend all meetings of the CRA, and shall be responsible for carrying out the policies established by the CRA. The Executive Director shall have general supervision over, and be responsible for, the performance of the day-to-day operations of the CRA. The Executive Director shall hire and set compensation for, necessary employees of the CRA, including contract employees, except as otherwise provided for herein. The Executive Director shall be responsible for preparing an annual budget for the CRA's approval, and shall be otherwise responsible for the CRA's fiscal operations.

2.4.3. Property Negotiations. The Executive Director may evaluate and negotiate for the CRA to acquire appropriate parcels of property in accordance with approved CRA redevelopment plans, applicable law and CRA actions.

2.5 Secretary. The CRA Board shall appoint the CRA Secretary. The Secretary shall be the custodian of the official seal and all books and records of the CRA, The Secretary shall attend all meetings of the CRA and keep minutes of its proceedings. All minutes once approved by the CRA shall be signed and certified by the Secretary and the Chair of the CRA, and shall be prima facie evidence of the facts and happening stated within the official minutes. The Secretary shall keep the seal in safe custody and have the power to affix the CRA's official seal to and attest all contracts and instruments to be executed by the CRA. The Secretary may delegate such duties to one or more individuals as a designee of the Secretary. The Secretary may perform such other duties as may be assigned by the Board.

2.6 CRA Board and set compensation for Board.General and Special Counsel. The Board shall appoint and set compensation for the CRA General Counsel who shall attend all meetings of the CRA and shall be responsible for the oversight of the CRA's legal affairs. The Board shall also appoint and set compensation for Special

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Counsel as it deems necessary and appropriate who shall work under the general supervision of the General Counsel.

2.7 Employees, Agents and Consultants.

a. The CRA may hire, retain, and engage such employees, agents, consultants, experts, attorneys and specialists, as it deems necessary. Except as otherwise provided in these By-Laws or applicable law, the CRA Board of Commissioners is empowered to approve employment contracts, professional services agreement and other consulting contracts under such terms and conditions and durations as it deems appropriate to carrying out the purpose and objectives of the CRA.

b. The CRA Executive Director is empowered to execute employment contracts with such persons employed by the CRA within the pay ranges and benefits approved 's annually adopted budget in the CRA Budget. The duration of such employment contracts shall not exceed two (2) years unless otherwise provided for in the employment contract approved by the Executive Director. Unless otherwise approved by the Board, employees of the CRA are entitled to the same leave benefits (vacation, sick, holiday, etc.), performance pay benefits, and severance pay as accrue to city employees in similar or equivalent classifications. Nothing herein shall prohibit the CRA from using City employees to provide services to the CRA subject to City approval in accordance with an Interagency Services Agreement to be entered into by both parties.

c. The CRA Executive Director shall prepare and submit to the CRA Board of Commissioners for approval the personnel policies governing the day-to-day activities and responsibilities of CRA employees and consultants.

ARTICLE 3

MEETINGS

3.1 Regular Meetings. The CRA shall hold a regular meeting at least four times each fiscal year on a day and at a time and place to be designated from time to time by the Board.

3.2 Special Meetings. The Chairman, the Executive Director or any other two (2) Commissioners of the CRA may require the calling of a special meeting at a reasonable time and place by requesting the Executive Director to arrange for and give notice of such special meeting.

3.3 Emergency Meetings. Emergency meetings of the CRA may be called at any time and place by the Chairman or by a majority of the Board or by the Executive Director providing personal or telephonic notice to Board, specifying the time and place of the emergency meeting and the business to be transacted. No other

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business shall be considered at such meeting. Notice of an emergency meeting may be waived in the same manner as notice of a special or regular meeting.

3.4 Notice of Meetings. The Executive Director will mail or deliver written notice of each regular meeting to Board at least three (3) days prior to such meeting. Written notice of any special meeting shall be mailed or delivered at least two (2) days prior to such meeting unless notice of the meeting is waived in writing by all Commissioners before, at or after the meeting. The notice of any special meeting shall set forth the purpose of the special meeting and no other business shall be conducted at that meeting unless a waiver of notice is obtained from all Commissioners. Notice of all special and regular meetings shall be provided to the public, appropriate City officials and the news media. Notice of emergency meetings shall be provided to the public, appropriate City officials and the news media as is reasonable under the circumstances.

3.5 Quorum and Voting. A majority of the Board shall constitute a quorum for the purpose of conducting business. When a quorum is present, the CRA may act by a vote of a majority of the Commissioners present, unless otherwise provided by law or these By-Laws. If any meeting cannot be conducted because a quorum is not present, the Commissioners who are present may adjourn the meeting to a time certain, and notice of such adjourned meeting shall be given to each Commissioner, unless waived.

3.6 Recessed and Continued Meetings. Where a meeting having been set and noticed under the provisions of these By-Laws and during the course of said meeting is recessed to a future time and place certain, there shall be no requirements for giving of notice of the time and place of continuation of said meeting other than the announcement thereof at said meeting.

3.7 Rules of Order. All meetings shall be conducted in accordance with the procedures approved and utilized by the City Commission of the City of North Miami, provided, however, in the absence of any applicable procedure of the City Commission, then the most recent Edition of Robert's Rules of Order, Revised, shall apply.

ARTICLE 4

CONTRACTS

4.1 Execution of Instruments. Legal instruments of the CRA shall be executed by the Chair and the Executive Director, attested by the Secretary and the form of any such instrument shall be previously approved by the CRA Attorney or duly authorized designee provided; however, that where Resolution of the Board, the execution of instruments is delegated to another person, such instrument may be executed in the manner provided by such resolution. In the absence of the Chair, the Vice-Chair may execute such instruments.

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4.2 Real Property Acquisition and Disposition. The acquisition, conveyance and leasing of real property by the CRA shall be done in accordance with Chapter 163, Part III, Florida Statutes.

4.3 Purchasing Goods and Services. Except for employment contracts and as may be required by law or when required by the Board, the Executive Director or his designee(s) may procure goods or services up to and including Twenty-Five Thousand Dollars per purchase or contractual agreement. In addition, the Executive Director, when approved by the Chair of the CRA, may procure goods or services up to and including Fifty Thousand Dollars per purchase or contractual agreement. The Board must approve all procurements for goods or services in excess of Fifty Thousand Dollars.

ARTICLE 5

FISCAL MATTERS

5.1 Fiscal Year. The fiscal year of the CRA shall begin on October 1 and end on September 30 of each year.

5.2 Budget. The Executive Director shall prepare an annual budget and work program for the CRA's approval for each fiscal year, and such other budgets as the Commissioners may determine. The CRA shall not expend any funds other than those in the budget or otherwise authorized by the Board, provided that the Commissioners shall have the power to amend its budget as may from time to time be necessary.

5.3 Accounting Practices. The CRA shall comply with applicable Florida law and all regulations of the Florida Department Financial Services, or its successor, regarding uniform accounting practices and procedures for units of local government.

5.4 Annual Audit. The Executive Director shall arrange for an independent financial audit of the Redevelopment Trust Fund each fiscal year and a report of such audit by an independent certified public accountant in accordance with the provisions of Section 163.387(8), Florida Statutes. The CRA shall provide a copy of such report to each taxing authority contributing to the Redevelopment Trust Fund. The auditors shall be selected by the Board. The auditor of the CRA may not be the same auditor doing the annual audit of the City.

5.5 Annual Report. The CRA shall file with the City and with Miami-Dade County, on or before March 31 of each year, a report of its activities for the preceding fiscal year in accordance with the provisions of Section 163.356(3)(c), Florida Statutes. At the time of filing this report, the CRA shall publish in a newspaper of general circulation in the City a notice to the effect that such report has been filed with the City and that the report is available for inspection during business hours in the office of the Clerk of the City and in the CRA's office.

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5.6 Bonding of Officers and Employees. The CRA may require that any or all Commissioners and employees be required to post bond for faithful performance of duty. The CRA shall pay bonding costs for all such bonds it requires.

5.7 Maintenance and Disbursement of Funds. All funds of the CRA shall be used only for purposes permitted by applicable law. Funds shall be distributed only at the direction or with the approval of the CRA pursuant to an adopted budget and with appropriate requisitions signed by the Executive Director. Notwithstanding the foregoing, except for employee compensation no single obligation requiring a disbursement in excess of \$25,000 shall be made unless specifically approved by the Board.

5.8 Supervision of Accounts. The Executive Director, subject to the direction of the CRA, shall have control and be responsible for the internal supervision and control of the accounts of the CRA. The Executive Director may assign a member of the CRA staff to assist in carrying out this responsibility. The Executive Director may not delegate the power to sign checks or otherwise disburse the funds of the CRA; provided, the CRA Board of Commissioners may approve a designee recommended by the Executive Director under such terms and circumstances, including the absence or incapacitation of the Executive Director, as may be prescribed. The Executive Director shall have the authority to sign all checks or authorize all electronic fund transfers to pay for the obligations of the CRA for a single payment or transaction not in excess of \$25,000 and as otherwise provided in accordance with these By-Laws, the approved budget, approved contracts, and the specific actions of the CRA. All checks or disbursements of funds in excess of \$25,000 shall have the additional signature and approval of the Chair of the CRA.

ARTICLE 6

ADVISORY COMMITTEES

6.1 Power to Create. The CRA Board of Commissioners may, by resolution, create any committee or board to act in an advisory capacity to the CRA as shall be deemed necessary to carry out the functions, purposes and objectives of the CRA.. The resolution establishing such committee or board shall set forth its specific powers and duties, the number and qualification of its members, the method of appointment, and term of its members as prescribe minimum rules, regulations and reporting requirements upon which it shall operate. The resolution shall provide for an effective date. Unless otherwise delegated, by resolution, the Commissioners shall appoint all members to committees or advisory boards that it shall create The CRA Board of Commissioners may, by resolution, abolish any existing committee or board and transfer, if deemed appropriate, its duties to any other committee or board or employee of the CRA.

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ARTICLE 7

AMENDMENTS

7.1 Amending. The By-Laws of the CRA may be amended at any regular or special meeting by an affirmative vote of no less than four of the Commissioners. No such amendment shall be adopted unless at least two (2) days' written notice thereof has been previously given to the Commissioners.

ARTICLE 8

INDEMNIFICATION AND INSURANCE

8.1 Indemnification of the CRA, its Officers, Members, and Employees. Any of the CRA, its officers, commissioners or other employees may be indemnified or reimbursed by the CRA for reasonable expenses (including, but not limited to, attorney's fees, judgments and payments in settlement) actually incurred in connection with any action, suit or proceeding, civil or criminal, actual or threatened, to which he or they shall be made a party by reason of his being or having been, or by reason of any actual or alleged acts performed or omitted to be performed in connection with his being or having been a CRA member, officer or employee of the CRA; provided, however, that no person shall be so indemnified or reimbursed in relation to any matter in such action, suit or proceeding as to which he shall finally be adjudged to have been guilty of or liable for gross negligence or willful misconduct or criminal acts in the performance of his duties to the CRA; and provided further, that no person shall be so indemnified or reimbursed in relation to any matters in such action, suit or proceeding which has been made the subject of a compromise settlement except with the approval of a court of competent jurisdiction, or the CRA acting by vote of members not parties to the same or substantially the same action, suit or proceeding, constituting a majority of the remaining Commissioners. The foregoing right of indemnification or reimbursement shall not be exclusive of other rights to which such person, his heirs, executors or administrators may be entitled as a matter of law.

8.2 Insurance. The CRA may purchase insurance for indemnifying its members, officers and other employees to the extent that such indemnification is allowed in Section 8.1 herein. The CRA may purchase other insurance, including liability and hazard insurance, as it deems necessary and appropriate.

Adopted on _____, 2005 by the Board of Commissioners of the North Miami Community Redevelopment Agency.

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NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY ADVISORY COMMITTEE RULES AND REGULATIONS

Establishment, Composition, and Duties

Power to Create. In accordance with Article 6 of the By-Laws of the North Miami Community Redevelopment Agency, the CRA Board of Commissioners may, by resolution, create any committee or board (referred to collectively hereafter as “Advisory Committee” or “Committee”) to act in an advisory capacity to the CRA. The resolution establishing such Advisory Committee shall set forth its specific powers and duties, the number, qualifications and term of its members, the method of appointment, and any other requirements deemed appropriate by the CRA Board of Commissioners. The resolution shall provide for an effective date. The CRA Board of Commissioners may, by resolution, abolish any existing Advisory Committee and transfer, if deemed appropriate, its duties to any other Advisory Committee or employee of the CRA.

Advisory Committee Rules and Regulations. All rules and regulations of any Advisory Boards established by the CRA, to be effective, must be approved by resolution of the CRA Board of Commissioners. Unless specifically exempted, altered, modified, or supplemented by the Committee authorizing resolution, all Advisory Boards established by the CRA Board of Commissioners shall operate in accordance with the Advisory Committee Rules and Regulations established herewith and all other applicable law. Where a conflict may be found to exist between the Uniformed Advisory Committee Rules and Regulations provided below and the authorizing resolution of any specific Committee of the CRA, the authorizing resolution shall prevail.

Members, Attendance, and Conduct

Application. All persons seeking appointment to an Advisory Committee shall file an application form available at either the office of the CRA Secretary or CRA Executive Director that shall describe or list the person’s background, qualifications and interest in serving on an Advisory Committee of the CRA. The completed and signed application must be on file in the office of the CRA Secretary prior to the appointed person attending the first meeting of the Advisory Committee to which appointment has been made by the CRA Board of Commissioners. A copy of the completed and signed application of persons appointed by the CRA Board of Commissioners to an Advisory Committee shall be provided to the CRA Executive Director.

Ineligibility. No person who has been convicted of a felony or of any crime involving dishonesty, false dealings or statements may be knowingly appointed to or continue to serve on any Advisory Committee of the CRA. Any Committee member so convicted or found to have been convicted while serving as a Committee member shall be deemed automatically terminated from the Advisory Committee without notice.

Public Official. Persons serving on any Advisory Committee of the CRA accept appointment as a Florida “public official” and shall conduct themselves, as applicable, in accordance with the Florida Code of Ethics for Public Officials and Employees (F.S., Chapter 112, Part III). Such members shall file annually on the date determined by the CRA Secretary, the applicable Disclosure on Financial Interest Form with the Florida Commission on Ethics.

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Disclosure for CRA Public Officials. In accordance with the Florida Community Redevelopment Law (Section 163.367(2), F.S.), any member of a CRA Advisory Committee who on date of appointment owns or controls, or owned or controlled within the preceding 2 years, any interest, direct or indirect, in any property which he or she knows is included or planned to be included in a community redevelopment area, he or she shall immediately disclose this fact in the manner provided in part III of Chapter 112, Part III, F.S. Any such disclosure required to be made shall be made by the Committee member prior to taking any official action on the matter as it may be discussed by the Committee.

Compensation. Committee members shall serve without compensation. However, when approved in advance by the CRA Board of Commissioners, or by the CRA Executive Director when provided for in the annual adopted CRA budget, Committee members shall be entitled to reimbursement for their actual and necessary expenses incurred in the discharge of their duties for the CRA. Requests for reimbursement shall be subject to the requirements of Section 112.061, Florida Statutes.

Removal. Committee members shall serve at the pleasure of the CRA Board of Commissioners and may be removed from the advisory board or committee at any time with or without cause by the affirmative vote of three Commissioners. Any Committee member who may become a candidate for any public elected office shall automatically forfeit his appointed office on the Advisory Committee of the CRA.

Absenteeism, Automatic Resignation. Absence by any Committee member during the appointment year from three consecutive regular meetings or four non-consecutive regular meetings shall constitute an automatic resignation of such member.

Reinstatement. In order for a Committee member to be reinstated for extenuating circumstances, a recommendation from the Advisory Committee shall be made through consensus and forwarded in writing by the Chair to the CRA Board of Commissioners for consideration at the next available meeting when the item may be properly agendaed.

Vacancies. The CRA Board of Commissioners shall timely fill any vacancy that may occur on the Advisory Committee. A Committee member appointed to fill a vacancy shall serve for the unexpired term of the member whose vacancy is filled.

Term. The term of office, including any term limitation to members serving on an Advisory Committee of the CRA, shall be specified in the authorizing resolution creating the Advisory Committee.

Qualifications. Other qualifications of members serving on an Advisory Committee of the CRA, including but not limited to, occupation, residency, place of business, and ex-officio status, shall be specified in the authorizing resolution creating the Advisory Committee.

Officers

Annual Election. The Committee members shall select its own Chair and Vice-Chair annually, unless such officers are designated, by resolution, by the CRA Board of Commissioners. The election shall be scheduled at the first meeting proceeding the

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date of annual appointments of members of the first month of the Committee appointment year unless due to substantial vacancies remaining to be filled, the Committee, by consensus, sets the election for its next regular meeting at which time the election of officers shall be conducted.

Chair. The Chair shall act as the presiding officer at all meetings of the Committee and shall have no other powers; except, the Chair upon receipt of the affirmative recommendation of the Staff Liaison, may cancel any regular or special meeting due to lack of business or public disaster emergency. As the presiding officer, the Chair may exercise prerogative, when not contrary to the consensus of the Committee, in order to set or administer guidelines to ensure the orderly conduct of a public meeting at which orderly behavior on the part of the public attending is required. This includes limiting the amount of time an individual can speak and, when a large number of people attend and wish to speak, requesting that a representative of each side of the issue speak rather than everyone present.

Vice-Chair. The Vice-Chair shall act as the presiding officer at all meetings of the Committee in the absence of the Chair or at the request of the Chair.

Chair Pro Tem. The Chair or Acting Chair may designate another member to preside as Chair Pro Tem during the absence of both the Chair and Vice-Chair, and for only the specific meeting or period during which one or the other duly elected officers are absent or unable to perform the duties of the office.

Staff Liaison

Staff Liaison. The CRA Executive Director or designee (referred to as "Staff Liaison") shall attend all meetings of the Advisory Committee. The Staff Liaison shall assure that meetings of the Advisory Committee are organized for compliance with the Florida Sunshine Law (Section 286.011, F.S.) Such duties include: 1) securing a meeting place or places that are accessible to and open to the public at all times during which the meeting is conducted; 2) providing reasonable notice of such meetings as provided herein; and 3) arranging for the minutes of the meeting to be taken, approved, and properly retained for public inspection. The Staff Liaison may be consulted on matters of parliamentary procedure or rules of order, but the decision of the Chair shall be considered final in absence of a clear violation of established written policy, procedure or law.

Agenda, Committee Information. The Staff Liaison shall timely assure that each newly appointed Committee member shall be provided an information package setting forth the duties and responsibilities of the Advisory Committee and its members, a copy of policy, procedure, and descriptions of law applicable to the member in accepting appointment to the Advisory Committee, and specific documents (such as the adopted redevelopment plan, current budget, or annual report as determined by the Staff Liaison) to be essential background information for the newly appointed member to go forward in the faithful discharge of the new member's duties and advisory responsibilities. The Staff Liaison shall be responsible for the distribution (whether by mail or delivery) of the meeting notice and agenda and relevant information pertaining to a meeting of the Advisory Committee.

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Meetings, Rules of Order

Rules of Order. All meetings shall be conducted in accordance with the Uniformed Advisory Committee Rules and Regulations, the authorizing resolution of the Committee, and applicable law. However, in the absence of any applicable procedure, then the most recent Edition of Robert's Rules of Order, Revised, shall apply.

Public Meeting. All meetings of any Advisory Committee of the CRA are public meetings open to the public at all times and subject to the Florida Sunshine Law (Section 286.011, F.S.).

Notice of Meetings. Reasonable notice of all Advisory Committee meetings shall be given to the public, appropriate City officials and the news media, minimally through the posting of the agenda of the meeting on the official bulletin boards accessible to the public and located at both the office of the CRA and City Hall. At least three (3) calendar days notice shall be provided for regular meetings, and at least two (2) calendar days notice shall be provided for special meetings. All Committee members shall receive similar notice and the Agenda of the meeting no less frequently than herein provided.

Regular Meetings. Unless otherwise provided in the authorizing resolution creating the Advisory Committee, the Committee shall hold a regular meeting at least four times each fiscal year on a day and at a time and place to be designated from time to time by the Committee. Each Advisory Committee shall timely establish a regular annual meeting calendar setting forth the date, time and place where the Committee shall meet. The Staff Liaison shall assist the Advisory Committee in the preparation of the annual calendar, which shall minimally be posted on the official web site of the CRA and the official bulletin boards accessible to the public and located at both the office of the CRA and City Hall. Advisory Committees that schedule meetings as frequently or more than monthly may designate a period during which the Committee will recess to accommodate the vacation schedules of its members. The Committee may also designate an alternative regular meeting date for scheduled meetings that may fall on a holiday observed by the CRA Board of Commissioners or requested to be observed by the consensus of the Committee.

Special Meetings. The Chair upon the affirmative request of the Staff Liaison, or if determined through Committee consensus at the previous meeting may call a special meeting of the Advisory Committee. Only the matter or matters of business for which a special meeting has been called will be discussed at the meeting. The absence of any Advisory Committee member from the special meeting will not be counted in keeping the member's regular meeting attendance record, but a quorum of the Advisory Committee must be present at all times in order to conduct business and take formal action at the special meeting.

Continuances. A matter of business scheduled for formal discussion at a meeting of the Advisory Committee may be tabled by majority vote of the Committee members present for continuance at a properly noticed regular or special meeting of the Committee as it shall determine. In the event that a matter must be rescheduled due to the absence of a quorum, then the matter shall automatically be placed on the next regular meeting of the Committee at which it may take action on the matter or determine a date certain for reconvening discussion on the matter.

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Subcommittees. It is preferred that the duties of the Advisory Committee be performed by the members in their entirety at properly constituted meetings of the Committee. No limited purpose or standing subcommittee of any Advisory Committee shall be formed unless first approved by the CRA Board of Commissioners and under such terms and conditions and for such duration as it determines necessary.

Non-Official Meetings. No two or more Committee members of the same Advisory Committee shall meet, whether formal or casual, to discuss matters of the Advisory Committee or foreseeable matters which may come before the Advisory Committee. Such Committee members are not prohibited from meeting together socially, provided that matters which may come before the Advisory Committee are not discussed at such gatherings.

Quorum. A majority of the Committee members (less vacancies that may exist) shall constitute a quorum for the purpose of conducting the business of the Advisory Committee. At any meeting of the Advisory Committee where a quorum does not exist, the Chair, or in absence of a presiding officer, through consensus of the Committee members present may recess the meeting. No formal action of the Advisory Committee may be voted on once a quorum is not present.

Committee Actions. The formal action and official business of the Advisory Committee for which a vote is taken shall be recorded by motion. Informal actions on matters internal to the Advisory Committee or as provided for herein may be decided by consensus without the formality of a vote when recognized by the Chair and recorded in the minutes of the meeting to be the decision of the majority of Committee members present. The decisions of any Advisory Committee of the CRA shall be advisory only to the CRA Board of Commissioners and the CRA Executive Director unless otherwise provided for in the authorizing resolution creating the Advisory Committee. Unless otherwise provided for in the purpose and duties of the authorizing resolution creating an Advisory Committee, it is not the general intent of the CRA Board of Commissions to vest quasi-judicial powers with its Advisory Committee as that term is defined and interpreted by law.

Voting Record. All Committee members present at a properly constituted meeting must vote on motions of the Advisory Committee and may not abstain unless declaring a Voting Conflict of Interest as defined by F.S., Chapter 112, Part III. No polling of Committee members on matters to come before it shall occur, and no votes shall be taken by means of secret ballot. The voting record does not need to record the individual vote of each member, but the numerical count of the number of “nays” and “yeas” shall minimally be recorded in the minutes after conclusion of discussion on motion of the Committee.

Voting Conflict of Interest. A Committee member that declares to have a Voting Conflict of Interest as defined by F.S., Chapter 112, Part III must advise the Chair prior to discussion on the item and must not participate in the discussion of the item. Such Committee member shall provide the recording secretary at the meeting, or no later than 15 days thereafter, a properly completed Voting Conflict of Interest Form to be affixed as an attachment to the minutes of the meeting. A Committee member having declared a voting conflict of interest may not speak on such item unless leaving the Committee dais and speaking from the podium or place designated for the general public.

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Official Representation. No member of an Advisory Committee of the CRA shall appear at any other public meeting in his or her official capacity as a member of the Committee unless so appointed or designated by the consensus of the Advisory Committee, and only for appointments not contrary or inconsistent with the responsibility of Advisory Committees to convey its reports and recommendations for the consideration and action of the CRA Board of Commissioners.

Minutes, Reports and Recommendations

Minutes. The minutes of the proceedings of the Committee shall be prepared and certified as to accuracy by the Committee's recording secretary and, except for special circumstances, shall be made available for approval at the next regular meeting of the Committee. Corrections to the minutes of previously approved minutes shall be recorded in the minutes of the next meeting or in the minutes of the meeting at which time an error or correction to previously approved minutes are noted and accepted by the Committee.

Form. The minutes of the meeting shall be transcribed in summary with only formal motions to be stated verbatim. In the event that electronic recording equipment is used, the tape or recording shall be maintained at the office of the CRA in accordance with the Florida Public Record Law.

Filing, Other Records and Public Inspection. The original of such Committee approved minutes shall be kept in the offices of the Secretary to the CRA and shall be open to inspection at all times during normal business hours. A copy of all official records of the Advisory Committee shall be maintained in the office of the CRA and shall be open to inspection at all times during normal business hours. The official records of the Advisory Committee shall be maintained in minimum accord with the Florida Public Records Law (F.S., Chapter 119).

Reports and Recommendations. Reports on the actions and recommendations of any Advisory Committee shall be conveyed to the CRA Board of Commissions through the CRA Executive Director by timely forwarding the approved Committee minutes covered by a synopsis of the meeting. The synopsis shall provide the date of the meeting and a list of the significant motions made at the meeting, the numerical record of the vote, and the page range in the minutes in which the item is discussed and acted on. The synopsis and minutes shall typically be conveyed to the CRA Board of Commissioners within 30-working days of the meeting date. In the event that circumstances may prevent a delay, the CRA Executive Director may forward an interim report, along with a draft copy of the minutes and synopsis if available. Appropriate City officials, as determined by the CRA Committee of Commissioners, shall also be provided a copy of the approved minutes of the Committee.



NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY

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

Executive Director
Frank Schnidman


Assistant Director
Patrick Brett

Chief Advisor
Charles M. Haar

CRA Attorney
Steven W. Zelkowitz

Date: 6 October 2005

To: Frank Schnidman, Executive Director

From: Patrick Brett, Assistant Director 

Subject: Advisory Committee Appointments

Based on the 27 September 2005 unapproved minutes, the CRA Board appointed the following individuals to the Advisory Committee:

Commissioner	Appointee	
Burns, Chair	Bill Valentine	Resident
Burns, Chair	Blanco Cobo	At-large
Blynn	Michael McDearmaid	Resident
Blynn	John Quirino	Business
Despinosse	Inez Couch	Resident
Galvin	Clark Reynolds	Business
Steril	Duke Sorey	Resident
Steril	Dr. Smith Joseph	Business

Spelling pursuant to unapproved minutes

The CRA Board resolution establishing the Advisory Committee called for 12 appointments. Based on the previous meeting minutes, 4 more appointments may be made.



776 NE 125th St
North Miami, FL 33161
05.893.2133 x2133
r: 305.891.1015

www.NorthMiamiCRA.org



NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY

DRAFT EMPLOYMENT ADVERTISEMENT

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

Executive Director
Frank Schnidman

Assistant Director
Patrick Brett

Chief Advisor
Charles M. Haar

CRA Attorney
Steven W. Zelkowitz

Date: October 4, 2005
Organization: NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY
Location: City of North Miami, Florida, 33161
Title: URBAN PLANNER
Salary: \$42,000 - \$50,000 (doq)
Closing Date: October 31, 2005

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

Responsibilities: Planning analysis, research, coordination with the Advisory Board, and involvement with daily CRA operations. In addition, this position will require meeting with and speaking before various community groups as well as periodic CRA update reports via community radio.

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

English speaking a requirement: Creole and Spanish preferred.

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

Web address: www.northmiamicra.org



776 NE 125th St
North Miami, FL 33161
P: 305.893.2133 x2133
F: 305.891.1015

www.NorthMiamiCRA.org

RESOLUTION NO. _____

A RESOLUTION OF THE CHAIRMAN AND BOARDMEMBERS OF THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY, APPROVING THE LEASE AND OPTION TO PURCHASE AGREEMENT BETWEEN ADELINE COTARD AND THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY RELATING THE LEASE OF PROPERTY AT 645 N.E. 127TH STREET, NORTH MIAMI, FLORIDA FOR OFFICE PURPOSES; AUTHORIZING THE CHAIRMAN TO EXECUTE THE LEASE AND OPTION TO PURCHASE AGREEMENT; AUTHORIZING THE EXECUTIVE DIRECTOR OF THE AGENCY TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE LEASE AND OPTION TO PURCHASE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Adeline Cotard (“Landlord”) is the owner of fee simple title to certain real property located at 645 N.E. 127th Street, North Miami, Florida 33161, as more particularly described as the premises in the Lease and Option to Purchase Agreement attached hereto as Exhibit “A” (the “Lease Agreement”); and

WHEREAS, the North Miami Community Redevelopment Agency (the “Agency”) desires to lease the premises from the Landlord for office purposes pursuant to the terms and conditions of the Lease Agreement.

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

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

Section 2. The Lease Agreement as attached hereto as Exhibit “A” is hereby approved.

Section 3. The Chairman of the Agency is hereby authorized to execute the Lease Agreement and the Memorandum of Option to Purchase attached thereto.

Section 4. The Executive Director of the Agency is hereby authorized to take all action necessary to implement the terms and conditions of the Lease Agreement.

Section 5. This resolution shall take effect immediately upon approval.

PASSED AND ADOPTED by a _____ vote of the Board of the North Miami Community Redevelopment Agency, this _____ day _____, 2005.

ATTEST:

NORTH MIAMI COMMUNITY
REDEVELOPMENT AGENCY

FRANK WOLLAND, CITY CLERK

KEVIN A. BURNS, CHAIR

APPROVED AS TO FORM:

GRAY ROBINSON, P.A.
CRA ATTORNEY

SPONSORED BY: ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS

THAT ADELINE COTARD, whose address is 3 ESTEY WAY, CANTON, MA. 02021, has made, constituted and appointed, and by these presents does hereby make, constitute and appoint YOLLY ROBERSON, ESQ., his/her true and lawful attorney in fact for and in his/her name, place and stead giving and granting unto YOLLY ROBERSON, ESQ. full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises located at described as :

Lot 13, 14 15, 16 17 and the East 5 feet of Lot 18, Block 11 FIRST ADDITION TO IRONS MANOR, according to the Plat Thereof, as recorded in ORB 16 at Page 62, of the Public Records of Miami-Dade, Florida and, located at 645 NE 127th Street, N. Miami, Fl. 33161


as fully, to all intents and purposes, as he/she might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that YOLLY ROBERSON, ESQ. or his/her substitute shall lawfully do or cause to be done by virtue hereof. More specifically, to execute any and all documents as may be required by the lender or closing agent in connection with the sale of the above-described real property and the aforesaid pending case.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the 3th day of October 2005.

Sealed and delivered in the presence of

Witness 
Printed name Keriene Cotard

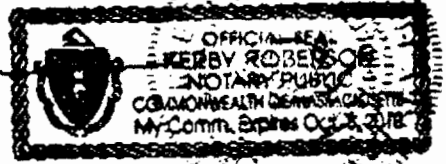

Adeline Cotard

Witness 
Printed name Louis T. Cotard

STATE OF Massachusetts
COUNTY OF Suffolk

The foregoing instrument was acknowledged under oath before me this 03th day of October, 2005, by Adeline Cotard, that the foregoing is her own act and deed.


Notary Public
My Commission expires



Personally known
 Produced her _____ as identification

Lease and Option To Purchase Agreement

THIS AGREEMENT is entered into this ____ day of _____ 2005 between ADELINE COTARD, of 3 ESTEY WAY, CANTON, MASSACHUSETTS 02021, hereinafter called LANDLORD and the NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY, of 776 N.E. 125TH STREET, NORTH MIAMI, FLORIDA 33161, hereinafter called TENANT, Together the LANDLORD and the TENANT are described as the PARTIES to the Agreement:

WITNESSETH, That said LANDLORD for and in consideration of the rent herein reserved to be paid by TENANT, and in consideration of the covenants herein to be kept and performed by TENANT, does hereby lease and demise into said TENANT the following described premises, situated, lying and being in the City of NORTH MIAMI, County of MIAMI-DADE, State of Florida, the premises known as, 645 NE 127 STREET, NORTH MIAMI, FLORIDA 33161 (Legal Description: Lots 13 to 17 & E5ft lot 18 Blk 11 Irons Manor 1st Addn Plat Book 16, Page 62) to be used and occupied by TENANT as an PROFESSIONAL OFFICE SPACE and for no other purposes or uses whatsoever, from the 15th day of OCTOBER, 2005 and ending the 14th day of OCTOBER, 2007 at and for the agreed total rental of EIGHTY FOUR THOUSAND DOLLARS (\$ 84,000.00) payable as follows:

\$22,750.00 Payable on APRIL 1, 2006 (TWENTY TWO THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS). Said amount covers rent from OCTOBER 15, 2005 to APRIL 1, 2006, which covers 6.5 months rent, including APRIL'S rent.

A rental amount of \$3,500.00 (THREE THOUSAND FIVE HUNDRED) monthly shall be paid on the 1st day of each month in advance thereafter, except for the month of October, 2007 for which the rent shall be \$1,750 (ONE THOUSAND SEVEN HUNDRED FIFTY).

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

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

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

The following express stipulations and conditions are made a part of this lease and

Purchase Option Agreement and are hereby assented to by TENANT:

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

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

2. GOVERNMENT AND PERSONAL PROPERTY: All personal property placed or moved in the premises above described shall be at the risk of TENANT or owner thereof, and LANDLORD shall not be liable for any damage to said personal property during the terms of the lease.

3. COMPLIANCE WITH LAWS: TENANT shall be responsible to comply with applicable municipal, city, county, state and federal ordinances, rules, orders, regulations and requirements, pertaining to Tenant's use and occupancy of the subject property. Tenant shall be responsible for obtaining all necessary occupational and other licenses and may be required by such municipality in order that TENANT and occupy the subject premises. In the event LANDLORD receives any notice of violations pertaining to Tenant's use and occupancy of the subject property, then TENANT shall correct such violation within 10 days, or such additional period of time as may be reasonably required under the circumstances. In the event LANDLORD is assessed any fines as a result of any notices of violations or citations issued against TENANT, then TENANT agrees to fully discharge payment within ten (10) days of issuance of such citation or violation. In the event TENANT fails to discharge timely payment of such citation or violation, then LANDLORD may pay such amounts due and TENANT shall reimburse LANDLORD within ten (10) days of such payment. Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government and any and all their Departments and Bureaus applicable to said premises, for the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected with said premises during said lease term.

4. DAMAGES TO PREMISES: In the event the premises shall be destroyed or so damaged or injured by fire or other casualty during the life of this agreement, whereby the same shall be rendered untenable, then LANDLORD shall have the right to render said premises tenantable by repairs within ninety days therefrom. If said premises are not rendered tenantable within said time, it shall be optional with either party hereto to cancel this lease, and in the event of such cancellation the rent shall be paid only to the date of such fire or casualty. The cancellation herein mentioned shall be evidenced in writing and delivered to the address provided in the signature block at the end of this Lease and Purchase Option Agreement. The rent shall be abated during any period that the premises or a portion thereof are untenable. The abatement shall commence on the date that the premises become untenable and rent shall resume on the date the premises become tenantable. In the event only a portion of the premises are untenable, the rental abatement shall be on a pro rata basis determined by the square footage of the entire building compared to the portion of the building that remains tenantable

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

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

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

8. UTILITY CHARGES: TENANT shall pay all charges for utilities, including but not limited to fees for, electricity, telephone, waste, water and sewer to the leased premises

or meters. TENANT further agrees to satisfy all outstanding utility charges incurred during the tenancy and prior to vacating the leased premises. Tenant reserves the right to contract with a Security company of its choice to monitor the security system.

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

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

11. PERSONAL PROPERTY: Most of the furniture, fixtures, goods and chattels of said TENANT, which shall or may be brought or put on said premises are government

property, and as such, are subject to specific rules and regulations as to their disposition. In the event of termination of this agreement for whatever reason, those rules and regulations as to such government property shall apply to the disposition of said property. Nothing in this agreement provides the Landlord with any extra-ordinary rights to such personal property.

12. INSPECTION OF PREMISES: Upon three (3) days written notice, the LANDLORD, or any of her agents, shall have the right to enter said premises during all reasonable business hours, to examine the same or to exhibit said premises, and to put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within thirty (30) days before the expiration of this Lease and Purchase Option Agreement.

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

14. HOLD HARMLESS AGREEMENT: It is expressly agreed and understood by and between the parties to this agreement, that LANDLORD shall not be liable for any damage or injury to any person or property whether it be the person or property of the TENANT, TENANT'S employees, agents, guests, invitees or any other person or otherwise by reason of TENANT'S occupancy and use of the leased premises or because of fire, flood, windstorm, Acts of God or for any other reason. Subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, TENANT shall indemnify and save LANDLORD harmless, and does agree to indemnify and save LANDLORD harmless, of and from all fines, claims, demands and causes of action of every nature whatsoever arising or growing out of or in any manner connected with the occupation or use of the premises and building, and every part thereof, by TENANT and the employees, agents, servants, guests and invitees of TENANT including without limiting the generality of the foregoing, any claims, demands and causes of action for personal injury and/or property damages, and said indemnification shall extend to any fines, claims, demands and causes of action of every nature whatsoever which may be made upon, sustained or incurred by LANDLORD by reason of any breach, violation or non-performance of any term, covenant or condition hereof on the part of TENANT, or by reason of any act or omission on the part of TENANT or the employees, agents, servants, guests and invitees of TENANT or any other person. In any such event, comparative negligence on the part of the LANDLORD shall affect TENANT'S obligations under the indemnification. TENANT and LANDLORD agree in the event of a dispute under this clause, that Attorneys fees and costs may be recovered by the prevailing party.

15. SECURITY DEPOSIT: TENANT shall deposit with the LANDLORD the sum of SEVEN THOUSAND DOLLARS (\$ 7,000) DOLLARS as security for the faithful performance and observance by TENANT of the terms, provisions and conditions of this



Lease. It is agreed that, in the event TENANT defaults in respect to the payments of rent beyond applicable notice and cure periods. LANDLORD may use, apply or retain the whole or any part of the security deposit. Upon TENANT fully and faithfully complying with all of the terms, provisions, covenants and conditions of this Lease the security shall be returned to TENANT after the date fixed as the end of the Lease and within fifteen (15) days after delivery of entire possession of the premises to LANDLORD. TENANT further covenants that it will not assign or encumber the monies deposited herein as security and that neither LANDLORD nor its assigns shall be bound by any such assignment or encumbrance. LANDLORD shall not be required to keep the security in a segregated account and the security may be commingled with other funds of LANDLORD, and in no event shall TENANT be entitled to any interest on the security.

16. TENANT DEFAULT/ACCELERATION OF RENT: That if TENANT shall not pay the rents herein reserved at the time and in the manner stated, or shall fail to keep and perform any other condition, stipulation or agreement herein contained, on the part of TENANT to be kept and performed, or if TENANT shall become insolvent or if bankruptcy proceedings shall be begun by or against TENANT, or shall be adjudged voluntary or involuntary bankrupt or make an assignment for the benefit of creditors, or should there be appointed a Receiver to take charge of the premises either in the State or Federal courts, then, in such event, following written notice from LANDLORD to TENANT of such default and TENANT's failure to cure such default within fifteen (15) days after receipt of such notice, LANDLORD may, at LANDLORD'S option, terminate and end this Lease and re-enter upon the property, whereupon the term hereby granted, and, at LANDLORD'S option, all right, title and interest under it, shall end and TENANT become a tenant at sufferance; LANDLORD may elect to accept rent from such receiver, trustee, or other judicial officer during the term of their occupancy in their fiduciary capacity without affecting LANDLORD'S rights as contained in this lease, but no receiver, trustee or other judicial officer shall ever have any right, title or interest in or to the above described property by virtue of this lease agreement. Notwithstanding the foregoing, if the nature of TENANT's default is such that it cannot be cured in fifteen (15) days, the LANDLORD shall not be entitled terminate and end this Lease and re-enter upon the property so long as TENANT provides LANDLORD written notice that the default cannot be cured in fifteen (15) days and TENANT commences cure within the initial fifteen (15) day period and thereafter diligently and in good faith completes such cure within a reasonable time.

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

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

19. NON-WAIVER OF PERFORMANCE: The failure of LANDLORD in one or more instances to insist upon strict performance of observance of one or more of the covenants or conditions hereof or to exercise any remedy, privilege or option herein conferred to, upon or served to LANDLORD, shall not operate or be construed as a relinquishment or waiver for the future of such covenant or condition or of the right to enforce the same or to exercise such privilege, option, or remedy, but the same shall continue in full force and effect. The receipt by LANDLORD of rent, or additional rent of any other payment required to be made by TENANT, or any part thereof, shall not be a waiver of any other additional rent or payment then due, nor shall such receipt, though with knowledge of the breach of any covenant or condition hereof, operate as or be deemed to be a waiver of such breach, and no waiver by LANDLORD of any of the provisions hereof, or any of LANDLORD'S rights, remedies, privileges or options hereunder shall be deemed to have been made unless made by LANDLORD in writing. If LANDLORD shall consent to the assignment of this lease or to a subletting of all or a part of the demised premises, no further assignment or subletting shall be made without the written consent of LANDLORD first obtained. No surrender of the demised premises for the remainder of the term hereof shall be valid unless accepted by LANDLORD in writing.

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

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

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

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

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

25. HAZARDOUS WASTE/MATERIALS:

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

b) During the term of the Lease, Tenant covenants that all activities conducted on the property by the Tenant or any others under Tenants direct control or supervision shall be done in strict compliance with all applicable environmental laws. Tenant shall promptly notify the Landlord in writing of any existing, pending, or, to the knowledge of Tenant threatened investigation or inquiry regarding the property by any governmental authority in connection with applicable environmental laws. The Tenant shall take all reasonable steps to determine that no hazardous substance or solid wastes have been disposed of or other wise released on or to the property or on or to the property associated with the property. The Tenant will not use the property in a manner which will result in the generation, disposal or other release of any hazardous substances on the property and covenants and agrees to undertake reasonable measures to keep or cause the property to be kept free of any hazardous substances and, when occurring because of its actions or actions of those under its supervision, to remove the hazardous substances or soil ground water or surface water contamination to the satisfaction of the Landlord promptly upon discover, at Tenants sole expense. In the event the Tenant fails to do so, after notice to the Tenant, the Landlord may either declare an event of default under this Lease and exercise any and all remedies hereunder provided for in the event of a default.

c) Subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, the Tenant agrees to indemnify and hold the Landlord harmless from and against and to reimburse the Landlord with respect to, any and all claims, demands, cause of action, loss, damage, liabilities, costs and expense (including reasonable attorneys fees and court costs) of any and every kind or character, known or unknown, fixed, contingent, or potential, accreted against or incurred by the Landlord at anytime and from time to time only by reason of or arising out of (a) the breach of any representation or warranty of the Tenant as set forth herein regarding hazardous substance or applicable Environmental laws (b) the failure of the Tenant to perform any obligations herein required to be performed regarding hazardous substances or applicable Environmental laws (c) any violation of any applicable Environmental laws in effect during the term of this Lease and (d) any act, omission, effect, or circumstances existing or occurring (including without limitation the presence on the property or release from the property or the generation on the property of hazardous substances disposed of or otherwise released), resulting from or in connection with construction, occupancy, operation, use and/or maintenance of the property, regardless of whether the act, omission, event or circumstances constituted a violation of any applicable Environmental law at the time of its existence or occurrence.

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

27. OPTION TO PURCHASE: As additional consideration for the rent paid by TENANT hereunder, the LANDLORD hereby grants the TENANT the exclusive option to purchase the leased premises which option may be exercised at any time prior to September 15, 2007. Simultaneously upon the execution of this Lease, the parties shall execute a Memorandum of Purchase Option in the form attached hereto as Exhibit "A" which shall be recorded by TENANT in the Public Records of Miami-Dade County. The option shall be exercised by mailing a written notice on or before September 15, 2007, to LANDLORD electing to purchase, prior to said date. The purchase price shall be Eight Hundred and Fifty Thousand Dollars (\$850,000.00). Tenant at their cost may have 2 appraisals performed by licensed MAI appraisers, one commissioned by the LANDLORD and one commissioned by the TENANT. The appraisals shall be completed no later than fifteen (15) days following TENANT's notice to LANDLORD exercising its option to purchase.

Within five (5) days following TENANT's exercise of its option to purchase and determination of the purchase price as set forth above, the parties shall enter into a contract for sale and purchase of the premises, which contract for sale and purchase shall be the commercial FAR/BAR form with the basic business terms as follows: (a) the sale and purchase on an "as-is" basis, (b) closing costs paid by the parties in the manner customary in Miami-Dade County, (c) title to the premises shall be marketable and insurable, (d) closing to occur within thirty (30) days following execution of the contract for sale and purchase and (e) Seller to any brokerage commissions. Further, it is understood and agreed between the parties hereto that at closing the security deposit shall be applied towards the purchase price. If the closing occurs prior to the end of the term of this lease, this lease (and all of TENANT's obligations hereunder including the payment of rent) shall terminate on the closing date and the parties agree to execute a lease termination agreement at closing. If the closing does not occur prior to the end of the term of this lease, the TENANT shall be entitled to occupy the premises pursuant to the terms of this lease until such time as closing occurs; provided, however, that TENANT shall not be required to pay rent during such period of occupancy.

In the event that either party defaults in the performance of any of its obligations under this Section 27, in addition to any other remedies set forth in this lease, the non-defaulting party shall be entitled to all remedies available at law and in equity including specific performance.

28. LANDLORD agrees to pay any brokerage commissions due in connection with this Lease.



29. Waiver of Trial by Jury. LANDLORD AND TENANT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO THIS LEASE AND ANY OTHER DOCUMENT OR INSTRUMENT NOW OR HEREAFTER EXECUTED AND DELIVERED IN CONNECTION THEREWITH.

30. No Personal Liability of Board Members, Officials, Employees or Representatives of TENANT. LANDLORD acknowledges that this Lease is entered into by a community redevelopment agency as the TENANT, and LANDLORD agrees no individual board member (including the Chairman), official, employee or representative of the TENANT shall have any personal liability under this Lease or any document executed in connection with the transactions contemplated by this Lease.

31. Entire Agreement. This Lease, and any schedules and exhibits referenced herein and annexed hereto, contain the final, complete and entire agreement of the parties hereto with respect to the matters contained herein, and no prior agreement or understanding pertaining to any of the matters connected with this transaction shall be effective for any purpose.

32. Governing Law; Venue. This Lease shall be governed by and construed under the laws of the State of Florida. Venue for any litigation arising out of this Lease shall be in Miami-Dade County, Florida.

33. Property Taxes: Beginning on November 2006, Tenant shall be responsible for the payment of any increase in property taxes or the difference between current property tax charged by the City of North Miami and/or the County of Miami-Dade, as additional rent.

29. Waiver of Trial by Jury. LANDLORD AND TENANT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO THIS LEASE AND ANY OTHER DOCUMENT OR INSTRUMENT NOW OR HEREAFTER EXECUTED AND DELIVERED IN CONNECTION THEREWITH.

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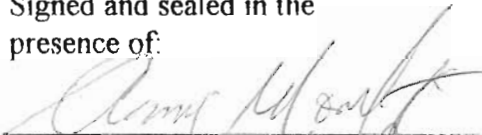
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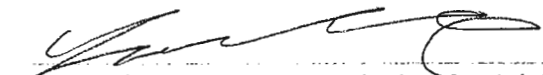
IN WITNESS WHEREOF the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year first above written.

Signed and sealed in the presence of:


Print Name: ANNE MONTGOMERY


Print Name: MARLENE SEBERINO

LANDLORD:


Yolly Roberson as attorney in fact for Adeline Cotard under Power of Attorney dated _____

Signed and sealed in the presence of:

Print Name: _____

Print Name: _____

TENANT:

North Miami Community Redevelopment Agency

By: _____
Kevin A. Burns, Chairman

Attest:

Frank Wolland, City Clerk

Approved as to form:

Gray Robinson, P.A., CRA Attorney

EXHIBIT "A"

Prepared by and Return to:

Steven W. Zelkowitz, Esq.
GrayRobinson, P.A.
401 East Las Olas Boulevard
Suite 1710
Ft. Lauderdale, FL 33301
(954) 761-8111

MEMORANDUM OF RIGHT OF OPTION TO PURCHASE

THIS MEMORANDUM OF OPTION TO PURCHASE ("Memorandum") is made as of the 15th day of October, 2005, by and between **ADELINE COTARD** ("LANDLORD"), whose address is 3 Estey Way, Canton, Massachusetts 02021 and the **NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY** ("TENANT"), whose address is 776 N.E. 125th Street, North Miami, Florida 33161.

WITNESSETH:

WHEREAS, LANDLORD and TENANT have entered into a Lease and Option to Purchase Agreement dated October 15, 2005 (the "Agreement") pursuant to which the LANDLORD agreed lease to TENANT certain real property designated therein, which real property is more particularly described as:

Lots 13 to 17 and the East 5 feet of Lot 18, Block 11, IRONS MANOR 1ST ADDITION, according to the Plat thereof, as recorded in Plat Book 16, Page 62, of the Public Records of Miami-Dade County, Florida (the "Property").

WHEREAS, pursuant to the terms of the Agreement, the LANDLORD has granted to TENANT the exclusive option to purchase the Property on the terms and conditions set forth in the Agreement; and

WHEREAS, the LANDLORD and TENANT wish to provide notice of the provisions in the Agreement relating to the terms and conditions of the option to purchase in favor of the TENANT imposed on the Property, as provided in the Agreement (the "Purchase Option").

NOW, THEREFORE, for and in consideration of the sum of Ten and No/Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the LANDLORD and TENANT, the parties agree as follows:

1. Recitals. The above stated recitals are true and correct and are incorporated herein by reference. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement. This Memorandum is filed of record in the Official

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Records of Miami-Dade County, Florida to give constructive notice to all parties dealing with or interested in the Property of the aforesaid Purchase Option in favor of the TENANT.

2. Relation to Agreement. This Memorandum is recorded solely to give notice of the Purchase Option contained in the Agreement with respect to the Property. The Agreement fully sets forth the entire agreement between the parties with respect to the Purchase Option. LANDLORD and TENANT have in their possession copies of the Agreement and the parties acknowledge that the Agreement is a matter of public record.

3. Miscellaneous. Nothing contained herein shall modify, change or supersede the Agreement, or any of the terms, covenants and conditions thereof. The Purchase Option shall be binding upon the parties hereto and their successors and assigns, including without limitation, any subsequent owners of the Property, except as expressly set forth in the Agreement.


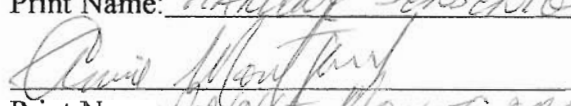
4. Term. Notwithstanding anything herein to the contrary, unless sooner terminated or extended, this Memorandum shall terminate and expire and be of no further force and effect on October 14, 2007, without prejudice to or waiver of any rights and remedies of any party hereto that may arise or accrue prior to such termination or expiration.

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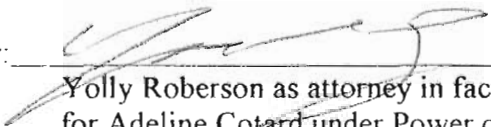
GR

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date and year first above written.

Signed and sealed in the presence of:


Print Name: MADLINE SERSENIO

Print Name: FRANK MONTGOMERY

LANDLORD:

By: 
Yolly Roberson as attorney in fact for Adeline Cotard under Power of Attorney dated 10/3/05

Signed and sealed in the presence of:

Print Name: _____

Print Name: _____

TENANT:

North Miami Community Redevelopment Agency

By: _____
Kevin A. Burns, Chairman

Attest:

By: _____
Frank Wolland, City Clerk

Approved as to form:

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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ___ day of _____, 2005, by Yolly Roberson as attorney in fact for Adeline Cotard under Power of Attorney dated _____, who (check one) [] is personally known to me or [] who has produced _____ as identification.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ___ day of _____, 2005, Kevin A. Burns, as Chairman of the North Miami Community Redevelopment Agency, who (check one) [] is personally known to me or [] who has produced _____ as identification.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires: