

**NORTH MIAMI CRA ADVISORY COMMITTEE
REGULAR MEETING**

Monday, February 12, 2007 – 5:30 P.M.

(Rescheduled from February 5, 2007)

**NORTH MIAMI CRA OFFICE
615 NE 124TH STREET
NORTH MIAMI, FLORIDA**

AGENDA

- I. Call to Order/Roll Call
- II. Approval of Minutes – December 7, 2006 Regular Meeting
January 4, 2007 Regular Meeting
- III. Continuation of the discussion from January 4, 2007 regarding the implementation of Affordable Housing Strategies and the alternative recommendations for the distribution of the CRA's FY 2006-07 funding allocations for Affordable Housing Strategy for Single Family Home Rehabilitation (\$602,950) – (Attachment)
- IV. Proposed Comcast Cable Service Agreement for the Pioneer Gardens housing development
- V. Proposed First Amendment to the Interlocal Agreement between the City of North Miami and the North Miami CRA regarding the conveyance of the Pioneer Gardens (f/k/a Ruck's Park) property from the City to the CRA
- VI. Status Update regarding the new City of North Miami Comprehensive Development Master Plan (CDMP) and the CRA's participation in the process – Public Workshop on February 20, 2007
- VII. CRA Advisory Committee Annual Election of the Chair and Vice Chair
- VIII. Adjournment

Next CRA Advisory Committee Meeting – Monday, March 5, 2007 at 6:00 p.m.

Informational Items: *Non-Agenda Written Reports Or Documents Provided To Committee Members For Informational And Educational Purposes And Not Intended Or Required For Discussion May Be Included In The Back Of This Agenda Package.*

Note: Two or more members of the City Council/CRA Board of Commissioners and/or other elected or appointed public officials may be present at this meeting. If any person decides to appeal any decision made with respect to any matter considered at this public meeting or hearing, he/she will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. If you desire auxiliary services to assist in viewing or hearing the meetings, or reading meeting agendas and minutes, please contact the Office of the CRA at (305) 899-0272.

Minutes for the
December 7, 2006
CRAAC Meeting

SUMMARY MINUTES

REGULAR COMMUNITY REDEVELOPMENT AGENCY ADVISORY COMMITTEE MEETING

December 7, 2006

A regular meeting of the Chairman and Members of the Community Redevelopment Agency Advisory Committee (CRAAC) was held in the North Miami CRA Offices on Thursday, December 7, 2006, beginning at 6:15 p.m.

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

ROLL CALL

	Absent/ Present	Cumulative From 2/9/2006	
		(P)	(A) *
Blanca Cobo	A	8	2
Inez Couch	A	7	2
Judy Feldman	P	8	2
Dr. Smith Joseph	P	7	1
Michael McDearmaid	P	10	0
Jean Monestime	P	5	0
Clark Reynolds	P	9	1
Bill Valentine	A	7	2
Duke Sorey	P	8	1

* Absences from special or rescheduled meetings are not counted

APPROVAL OF MINUTES: Minutes to the November 2, 2006 Regular Meeting and November 13, 2006 Special Meeting were approved by the Committee.

INTRODUCTION

After self-introductions by some of the public attending the meeting (Jack Yoches, Stan Saltzman), Joyce Oliver was introduced as the Executive Assistant to Mr. Crapp. She had been Mr.

Crapp's assistant at Miami-Dade County for many years before agreeing to work for the CRA on a part-time basis. Mrs. Beatrice Crapp, the Executive Director's wife, was also introduced. The Executive Director and the Committee thanked both of them for the providing the wonderful refreshments for the CRA's first holiday celebration.

ITEMS FOR REVIEW AND/OR DISCUSSION

The Executive Director the asked Chair Clark Reynolds to change the order of the items for discussion as CRA Board Member Scott Galvin was expected to attend the meeting for the CRAAC's discussion on Agenda Item III regarding Pioneer Gardens. Therefore, items V, VI, and VII were considered first.

ITEM V - Status Update regarding applications for CRA Commercial Rehabilitation and Beautification Grants – Discussion

The Executive Director reviewed the process for the creation of the Commercial Rehabilitation and Beautification Grant programs. The program was advertised and applications were accepted from October 16, 2006 until November 17, 2006. The next step is the evaluation process in December where there will be a meeting with all applicants for them to present their proposals, followed by a meeting of the review committee which will then make recommendations to the Advisory Committee and then to the CRA Board.

Chair Clark mentioned that he has made an application to the beautification grant for a light treatment for a building he owns on 125th Street, which will not benefit tenants so he would not have done something like this on his own, but felt that it would add to the City. He noted that he therefore cannot serve on the review panel.

The Executive Director pointed out that the map included in the agenda packet shows the location of all applicants, as the CRA has targeted specific commercial corridors in the City including NW 7th Ave, West Dixie/NE 6th Ave, and NE 125th Street.

Chair Clark asked about how the review committee will be created. The Executive Director said that it will be comprised of CRA staff, Dan Lima, one or two members from the CRAAC (Mike McDearmaid and Judy Feldman had volunteered at the previous meeting), as well as a member of the Business Development board and/or the Greater 7th Avenue Improvement Association.

Item VI - Status Update and Contract Award recommendation for CRA RFP #2006-02 RE: Independent Auditing Services – Discussion

The Executive Director explained that in the packet there is a memo updating committee members on this RFP, a copy of the resolution authorizing the issuance of the RFP, the RFP itself, and a listing of the seven proposals received by the CRA for Independent Auditing for the 2005-06 fiscal year. In addition, each Committee member was provided with a CD which contains the complete proposals for the applicants being considered. An attachment was handed out at the

beginning of the meeting which contained an updated memo and ranking worksheet for both RFPs.

The Executive Director described how the evaluation committee, comprised of himself, Chuck Adams, and Carlos Perez, the Finance Director for the City, evaluated the proposals. They had two meetings earlier in December and ranked the applicants. The worksheet shows that Sanson, Kline, Jacomino earned the highest rank, followed by Alberni, Caballero & Castellanos, and then Rachlin Cohen & Holtz. A recommendation is being made to the CRA Board to negotiate a contract with Sanson, Cline, and if that fails, to negotiate with the next two ranked firms.

Chair Clark said that he is always concerned when someone comes in well below the other bids, and the Sanson, Kline bid is considerably lower than the others. He asked if this is a well-known firm with good references. The Executive Director explained that they have a long track record, and recommendations are included in the proposal which is on the CD. They do the CRA work for the City of Miami among others. Jean Monestime was also concerned about the very low fees offered by the recommended company. The Executive Director said that in the proposal, the company stated that their normal fee would be \$16,000, but they are providing a 50% discount as they are going after the CRA market. Judy Feldman said that all respondents based their estimates on the same RFP, and she didn't feel the committee can complain if the price is too low. The Executive Director added that he and the others on the review committee were concerned that this was an estimate designed to get this years' business and then the cost would skyrocket the following years. However, he discussed this with someone from the firm that said it should not go up for the second year and beyond. He also noted that the contract is just for this year, so if the price does go up substantially the CRA is free to bid the contract out again.

MOTION

Made by Michael McDearmaid, seconded by Judy Feldman

A motion was made to move to the CRA Board the Executive Director's recommendation to negotiate a contract with Sanson, Kline Jacomino & Company LLP as the first ranked firm pursuant to an evaluation of the responses.

Approved 6 to 0.

Item VII - Status Update and Contract Award recommendation for CRA RFP #2006-03 RE: Homebuyer Training, Credit Pre-Qualification and Purchase Assistance Services – Discussion

The Executive Director asked Committee members to refer again to the handout which contained an updated memo, evaluation worksheet, and resolution related to the Homebuyer Training, etc., RFP. Three proposals were submitted by the deadline and were reviewed by an evaluation committee comprised of the Executive Director, Chuck Adams, and Tom Calderon, the City's Housing Administrator. One thing the committee determined is that the submission by Centurion Community Development Community Center should be considered non-responsive to the requirements of the RFP. It lacked details and substance when compared to the others. Of the two remaining firms, the Housing Partnership of North Miami, comprised of the Nanay Housing Resource Center, the Little Haiti Housing Association, and Neighborhood Housing Services was

the top ranked firm. He is recommending that the CRA enter into negotiations with the Housing Partnership, but if the CRA can't reach an agreement with them, the CRA should not go with the next ranked firm as it does not adequately meet the CRA's needs. The process would have to start again.

Judy Feldman asked about why there were only three responses. The Executive Director could not answer that directly but said that the CRA did hold a pre-bid conference that was very well attended where he went over the requirements from the RFP. It was advertised in the Daily Business Review and the website, as well as sent directly to every housing agency as listed by HUD and Fannie Mae as operating in South Florida.

Chair Clark asked about the individual organizations that comprise the Housing Partnership for North Miami. The Executive Director explained that Nanay's Housing Resource Center is new to this kind of activity but they have partnered with some of the most experienced organizations in the County. Little Haiti Housing has a lot of experience providing Credit Training and Pre-Qualification services, particularly for the communities we will be seeking to serve. Neighborhood Housing Services has a decades old, national reputation providing these services. They are probably the premier provider of these services in the County. Mike McDearmaid said that they have longevity and quite a list of projects completed.

Jean Monestime wanted to make sure that the CRA had in place whatever checks are necessary to make sure that the problems experienced by Miami-Dade Housing do not occur in North Miami.

MOTION

Made by Michael McDearmaid, seconded by Judy Feldman

A motion was made to move to the CRA Board the Executive Director's recommendation to negotiate a contract with The Housing Partnership of North Miami for Homebuyer Training, Credit Pre-Qualification and Purchase Assistance Services.

Approved 6 to 0.

Item IV (out of order) - Discussion Item continued from November 2, 2006 regarding Proposed Criteria for Sponsorship/Support of Local Organization Events, Programs and Functions

At the November 2 meeting there was a brief discussion on this item, but it was tabled to be brought back before the Committee today. The Executive Director explained that this provides a policy for how to determine whether or not to sponsor organizations that request support from the CRA. The policy will set some parameters to evaluate these requests. He reviewed the five points in the memo (see agenda packet).

DISCUSSION

Chair Clark said that the policy addresses the issues discussed previously, by providing guidance while not limiting sponsorship opportunities. The Executive Director reminded Committee members that this policy is not required, but was requested by the Committee. Jean Monestime

asked how would items come before the Committee. The Executive Director explained that he will be bringing things to the Committee after it meets the criteria and then decide whether or not he supports it. He would then recommend to the Committee and then the CRA Board which would have to approve those request that would have a cost in excess of the Executive Director's expenditure authority.

Michael McDearmaid asked about the limitation that the CRA will only fund an effort which "is directly related to and supportive of the CRA Redevelopment Plan and/or provides a direct benefit to the CRA that is consistent with Redevelopment Plan objectives." The Executive Director said that the criteria is relatively broad as the Redevelopment Plan has many objectives. However, the Plan is somewhat limited in terms of social service efforts – it is more oriented to promoting development. He added that the policy would provide some protection to the CRA by making sure that the sponsorship does indeed support the plan, a statutory requirement for any TIF expenditure.

Jean Monestime gave the example of an HIV victim's organization that is requesting that the CRA buy a table at their event – would that qualify? The consensus was probably not. The Executive Director stated that whether or not the CRA has a policy, the expense must still support the CRA plan. Dr. Joseph thought the policy was not necessary. Mr. Monestime added that items still have to go before the committee and the Board, so why is the policy necessary? Mr. Sorey concurred that it is not necessary as it could open things up in the other direction – that is, by having the policy, people may say they should get funding because they are able to show that it does meet the criteria in the policy. Chair Clark thought the policy would provide protection from all those asking for money. Judy Feldman concurred saying that there should be defenses in place so that the CRA doesn't get bogged down with these requests. She felt it would reduce the risk of the CRA's becoming a "public trough" that people can get money from. Chair Clark felt that with the policy in place, the Executive Director will be able to point to the policy when explaining to an applicant why he can or can't recommend it.

Mike McDearmaid wanted to find a compromise that the Executive Director could use his own discretion when requests are made and then determine whether or not to bring the item before the Committee and CRA Board. The CRA Attorney, Steve Zelkowitz, suggested to Committee members that if they want the Executive Director to make these decisions, the policy really should be in place so that he can defend his "yes" or "no" based on a specific policy. Without a policy, the CRA Attorney would recommend that all requests go through the Committee and the CRA Board to let them make the decisions. Otherwise there could be legal implications that decisions are based on his sole discretion. Jean Monestime said that the City Council doesn't have such a policy, so why should the CRA Board? And in any case, he feels that the CRAAC doesn't have any decision making power, so there is no need for the policy.

MOTION

Made by Judy Feldman, seconded by Duke Sorey

It is recommended that the CRA Advisory Committee adopt the guidelines listed in Executive Director's proposed guidelines for use by the CRA in determining the mer-

its of providing sponsorship and/or support funding for local organization events, programs and functions

Approved 4 to 2 (Jean Monestime and Dr. Smith Joseph dissenting).

Item III (Out of order) - Update regarding the action of the CRA Board relative to the Pioneer Gardens affordable housing development Architect's Construction Estimate, Pre-Development Budget, and Pre-Development Loan Application; and Project Timetable – Staff Oral Report

The Executive Director stated that in the package there is a memorandum providing a recap of the CRA Board meetings and Advisory Committee meetings in November related to this item. At the November 28 meeting, the CRA Board directed staff to provide the information regarding this item to the CRAAC to review and provide any additional input. This input would be given back to the CRA Board at their upcoming meeting on December 12, 2006. The Executive Director then reviewed actions by the CRA Board on November 28.

The following is an excerpt from the 11/30/2006 memo:

On November 28, 2006 the CRA Board adopted the following resolutions: (1) Resolution approving the Pre-Development Plan and Budget for the Pioneer Gardens affordable housing development in accordance with section 3.1 of the subject agreement pursuant to the CRA's review of the request submitted by North Miami Housing provided that (a) the approval is based on the scenario for home sales to 68 or 50% affordable homebuyers and 68 or 50% workforce homebuyers. (b) the pool amenity is to be deleted and replaced with an alternative amenity such as a tot lot, gym/exercise room, etc., (c) the approved preliminary estimated development cost for the development is not to exceed \$35,214,200, and (d) the CRA obtain a market study relative to the potential to successful market and sell the Pioneer Gardens housing units at the projected prices of \$222,200 and \$289,000 prior to the CRA's review and consideration of the Total Development Plan and Budget for the project to be submitted by the developer prior to the commencement of any additional construction beyond demolition and site work; and (2) Resolution approving the budget request for the Acquisition and Development (e.g. A&D) Loan for the Pioneer Gardens affordable housing development in an amount not to exceed \$3,064,980 pursuant to the CRA's review of the request submitted by North Miami Housing.

The Executive Director noted that at the November CRAAC meeting, the Committee recommended approval of the A&D loan pursuant to the Executive Director's efforts to reduce the requested loan amount from the \$3.4 million level closer to the original goal of about \$2.6 million. After discussions between the CRA Staff and the developer, North Miami Housing (NMH), the developer was able to reduce the A & D loan to an amount not to exceed \$3.065 million.

DISCUSSION

Chair Clark asked what was expected from the CRAAC related to this item. The Executive Director responded that at the CRAAC's November 13, 2006 meeting, the Committee asked the CRA Board to come up with ideas in order to make the Pioneer Garden units more affordable to the targeted income group of between 50% to 120% of they County's Area Median Income (AMI). At the November 28 meeting, the CRA Board passed a resolution selecting the 50/50

scenario providing 68 units of affordable housing and 68 units of workforce housing per this criteria. The CRA Board would now like to get feedback from the CRAAC as they were not able to weigh in on this prior to the CRA Board meeting.

The Executive Director then reviewed some of the different options presented to the CRA Board, namely two versions of three scenarios (see agenda packet). The two versions are one with and one without an elevator. However, the “no elevator” option was not considered by the CRA Board. The three scenarios each offer a different mix of units available as affordable at \$222,200, with the remaining workforce housing units selling at approximately \$289,000. The 50% workforce housing (Scenario III B) was the one selected by the CRA Board.

Chair Clark then asked if the Committee should choose between the three scenarios and the Executive Director explained that the third scenario had already been selected and the CRA Board, which is just asking for feedback. CRA Board member Scott Galvin was in the audience and provided additional information. He said that he was the maker of the motion to bring this before the CRAAC because he greatly values their opinion, despite some rumblings that the CRA Board did not listen to the CRAAC. He added that after they voted on the resolution, some constituents complained that the CRA Board voted on it without getting the CRAAC’s opinion. Chair Clark replied that the CRAAC did discuss the item and unanimously passed a resolution to have the CRA Board make the decision. Mike McDearmaid disagreed. Scott Galvin reiterated that he still wanted to know whether or not the Committee supported their decision.

Judy Feldman stated that at the last CRAAC meeting, they had spent considerable time discussing the Pioneer Gardens development and finally concluded that there was no solution. Therefore the CRAAC asked the CRA Board to find alternatives. She added that if constituents complained to Mr. Galvin, they were misinformed because the CRA Board did what the Advisory Committee asked them to do.

Mr. Galvin once again stated there are complaints that he and fellow Board members are not listening – he even lost an appointee to the Committee because of this feeling. Jean Monestime addressed Mr. Galvin’s concerns by saying that he is one of the people who feels that important things are not coming before the CRAAC before going to the CRA Board. Mr. Monestime asked if the decision by the board is consistent with the CRA Plan and the Munisport agreement. Will this trend continue? He asked if we will now say that 3,000 affordable and 3,000 market rate units will satisfy the one-for-one criteria from the agreement? And also, Mr. Monestime asked the CRA Attorney to consider that Pioneer Gardens is being built on City owned land, and he’s heard comments from people because the developer wants to ensure a certain level of profit.

The CRA Attorney then advised Committee members that the Munisport agreement does not have an income definition of what affordable housing is, so there is no guidance as to whether or not the specific housing choices being provided by the Pioneer Gardens project satisfies the promise made to the citizens of North Miami. The Munisport agreement does not provide any price or targeted income range for housing to be considered “affordable.” He also noted that the developer is not making a “profit.” The developer is liable for any cost overruns and is paid a specific fee. Any money that is “left over” from sales proceeds the CRA could use for this or any

other CRA project as it owns the land and is simply hiring a developer to build the housing for a guaranteed maximum price.

Michael McDearmaid said that, with all due respect, it is his opinion that this project is not going to work. Mr. Galvin then asked why he felt that, and why hasn't the Committee stated that in any of their recommendations? He added that he personally understands what it's like to need affordable housing. Mr. McDearmaid said that he knows of a property just a few blocks away that has 30 units of renovated units available right now. Jean Monestime said that he has seen plenty of 3 story housing without elevators, so why not consider that? There are other ways to reduce costs.

[At this point Jean Monestime had to be excused, and there was no longer a quorum. According to the CRA Attorney, discussion could continue, but no motions could be made]

Mr. McDearmaid continued that he has spoken to many experts around the country, and they say it's unlikely to work as there is not even a market analysis to determine if it's going to sell. He also was concerned that the developers may be making the 15% fee on the market-rate units. So there are a lot of questions. Mr. Galvin again asked why aren't these types of concerns making it to the CRA Board. If what he is hearing is a reflection of Committee member concerns, make a motion saying that the project should not go forward. He can't promise that he would concur when it comes before him on the CRA Board but the Committee should make it's voice heard officially. Chair Clark said that the CRAAC is a young organization and has not been grappling with these issues for years as the CRA Board has, so they should not expect decisions such as Pioneer Gardens to be made here.

The chair called on Mayor Kevin Burns who was in attendance and had asked to address the Committee. He began by explaining that according to the Munisport agreement, the developer is under no obligation to deliver affordable housing if neither the City nor the CRA provides them the land or properties to be rehabilitated. The 15% fee is the amount agreed upon by the previous City Council after numerous public debates on the issue, and this fee is not related to sales price but cost of construction. He suggested that the 15% is not changing, so there is no need to continually revisit this issue. In terms of keeping costs down, they have promised to bid out all the major pieces of the project. So the prices may actually come down, as the current estimates are based on conditions that are changing rapidly.

The Mayor continued by referring back to a conversation he had with the Executive Director where he told him that if the CRAAC does not have a quorum, he should not keep items from coming before the CRA Board. He added that in his opinion, if Pioneer Gardens came before the Board in its current state, he does not think it would have gone forward. But this is a project that was promised to the community, that the previous City Council wanted to happen, even without doing the studies and analyses. To pull back from it now after two and half years of promises would make too many discouraged citizens. Furthermore, the Mayor said that he and the Executive Director have made significant efforts to look at alternative affordable housing options, by putting together workshops and talking to developers and investors, asking them what they need from the CRA to create more affordable housing. The consensus was, if your apartment complex meets the CRA criteria we can find you the buyers or renters. That way they don't have to market the units. This is process that the CRA is going through right now, by qualifying buyers

through a process that will be coming before the Committee and CRA Board. Creating an efficient, neutral, buyer qualification process will set the foundation for the work of the CRA for the next 10 years, and it is currently under way.

Mike McDearmaid suggested that if the CRA money earmarked for Pioneer Gardens is put into a pot and made available, more people would be in affordable units far sooner than the completion of Pioneer Gardens. Therefore, he felt the CRA's money is not being effectively used and the Pioneer Gardens development may not be the most efficient use of this money. The Mayor cautioned that with the condo conversions, some renters will be displaced, therefore creating 6,000 affordable units, in net terms, could be problematic. He continued that there are a variety of different types of housing and subsidies that the CRA will be creating but not everything will be available in the first year. There should eventually be a mix of some new housing, rehabs, condos, rentals, and townhomes.

The Mayor also stated that the Committee should refrain from constantly discussing the role of North Miami Housing, as they are at this point the developers that the CRA must use according to agreements signed and approved by the City of North Miami. He said that we need to make it work the best we can within the existing parameters. We must make sure that we double check their cost estimates, but not debate their involvement.

Mike McDearmaid said that his problem is not with NMH, but the machinations over the past two years over this one project while not working on the other options. He reiterated that the 50% split for affordable housing may not be viable according to experts he has spoken to. Chair Clark said that despite the fact that this project is not ideal, the political reality is that it must go forward.

Duke Sorey made the point that over the years, he has been very impressed with what the City of Hialeah has been able to accomplish in terms of building quality affordable housing. He feels that it's a totally different City from 15 years ago – how did they do it? Is there a blueprint for how this is done? He would like to see similar things happen in North Miami, so he wants to go forward. He said that he previously stated that Pioneer Gardens is not affordable housing but nonetheless feels that the CRA needs to go forward with the project so that it can move on to other efforts. Mr. McDearmaid added that we “need to move the flag,” from Pioneer Gardens and move on. There is simply too much effort focused on Pioneer Gardens, so let it develop on its own and move on to other efforts.

According to the Mayor, Pioneer Gardens is going forward, the CRA's line of credit request is in the process and pending approval by the County. He said that the Executive Director will be coming back with some other great opportunities that have come from the outreach done in the past few months. He also made the point that he thinks that the mixing of incomes in a project is really something that should be pursued to keep places from being stigmatized. Mike McDearmaid replied that the 50/50 mix is probably not the best answer. Judy Feldman stated that there is no right answer, and that Pioneer Gardens is a boondoggle that we are stuck with. Its costing time and energy, it is debilitating to the Committee and the CRA Board. So she suggested to Scott Galvin that he and other Board members should not look to the CRAAC for answers on this. Mr. Galvin reiterated that he still would have appreciated the CRAAC coming up with a

recommendation to not go forward. The motions that came from the Committee did not give him this message, and instead he had to listen to various calls from people after the CRAAC meetings. He asked that the Committee be clear about the advice given to the CRA Board– he may not follow it, but wants to know how they feel.

Mike McDearmaid said that ever since the first meeting of the advisory committee, he felt that there was a consensus that this project should not go forward. Now we are at this point, and he doesn't know if the best solution for Pioneer Gardens is going to come from North Miami Housing. They have so much invested in it at this time that they may not be looking for the best alternatives anymore. He then mentioned that Stan Saltzman, a developer who was in the audience, may have some great ideas by creating pre-fabricated housing that can greatly reduce the costs. The Mayor concurred that Mr. Saltzman's product is excellent and he has been met with him already and will hopefully work with him. However, he felt that Pioneer Gardens should still go forward as planned.

The Executive Director added that the issue that should be considered is the market demand for the units as planned. He feels that there will be overwhelming demand for 3 bedroom, 2.5 bath new townhomes, selling for \$222,200 - \$290,000 – with or without a market study. Mr. Galvin concurred. Dr. Joseph agreed that we are already beyond the point of no return – the airplane has taken off, so let's see if it flies. Duke Sorey agreed that this is a learning experience, so let's move forward.

The Executive Director concluded by telling the Committee that he has met with many investors that are working on condominium conversions, and has found many great opportunities, but uncovered other issues as well. It will be part of an overall affordable housing strategy that will be coming before the Committee at the next meeting.

Meeting adjourned at 7:57 pm.

Minutes for the
January 4, 2007
CRAAC Meeting

SUMMARY MINUTES

REGULAR COMMUNITY REDEVELOPMENT AGENCY ADVISORY COMMITTEE MEETING

Thursday, January 4, 2007

A regular meeting of the Chairman and Members of the Community Redevelopment Agency Advisory Committee (CRAAC) was held in the North Miami CRA Offices beginning at 6:07 p.m.

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

ROLL CALL

	<u>Absent/ Present</u>	<u>Cumulative From 2/9/2006</u>	
	(P)	(A) *	
Blanca Cobo	P	9	2
Inez Couch	P	8	2
Judy Feldman	P	9	2
Dr. Smith Joseph	P	8	1
Michael McDearmaid	P	11	0
Jean Monestime (left 8:20 pm)	P	6	0
Clark Reynolds	P	10	1
Bill Valentine	A	7	3
Duke Sorey	P	8	1

* Absences from special or rescheduled meetings are not counted

APPROVAL OF MINUTES: Minutes to the December meeting were not in final form and will be distributed prior to the next meeting.

INTRODUCTION

After Chair Clark Reynolds brought the meeting to order, the Executive Director asked members of the audience to introduce themselves: Michael Fisher, Action Transmission; Cynthia Ordaz,

Vessel Design; Mabel Romanik; Antonio Padim; Dan Lima, City of North Miami; Roberta Segal and Jack Youches, property owners; Beverly Hilton, The Challenger; Amelia Javier, Atlantic Accounting. (Note: there were other people whose names were not understood)

ITEMS FOR REVIEW AND/OR DISCUSSION

ITEM III - Update regarding recommendations for the award of CRA Commercial Rehabilitation and Beautification Grants

The Executive Director provided a brief review of the CRA's Commercial Grants program. The CRA is funding Commercial Rehabilitation Grants of up to \$80,000, with the building owner providing matching funds, and a Commercial Beautification Grants of up to \$15,000 to business owner or property owner, without the matching requirement. The CRA received 22 applications during the application period from October 16 to November 10, 2006, and made recommendations based on two meetings of the Grant Review Committee. The CRA then sent a letter out to all applicants with the recommendations and invited them to attend this meeting. Final recommendations will be made to the CRA Board at their next meeting.

The Executive Director said that in the packet there is a table of applicants and their status, including three applicants that need to provide additional information. Atlantic Accounting had brought some final estimates and the Executive Director handed those out to the CRAAC members.

As of December 21, 2006, the Grant Review Committee had recommended four of five Commercial Rehabilitation grants for a total of \$320,000, and 15 of 17 Beautification Grants for just over \$160,000. The Executive Director stated that at this time he would like to recommend up to \$15,000 for Atlantic Accounting and Mabel Romanik (who had also provided her estimates at the meeting), in addition to those in the current table.

DISCUSSION

Chair Reynolds had questions on the totals, and the Executive Director introduced Dan Lima, the Economic Development Specialist from the City of North Miami who has been working on this program for the CRA. Mr. Lima gave a detailed overview that referred to the table provided in the agenda packet. He added that prior to agreements being drawn up a detailed scope of work will be created that would clarify some of the complex estimates being presented.

Clark Reynolds asked about how much money would be left in the program if all these applications are approved. If the additional grants are accepted, that would mean \$190,000 of a total of \$315,000 available for the fiscal year for the Beautification Grants leaving a balance of \$125,000. For the Rehabilitation Grants, we are proposing \$320,000 out of a total budget of \$480,000, with a balance of \$160,000. The Executive Director said that therefore he expects to have another round of grants later this year.

Mr. Monestime then asked about the three grants that were not recommended. The Executive Director said that there were three applicants that were selected by the Review Committee, but that did not provide estimates. As was discussed earlier, two of those applicants have come forward with estimates and we are still awaiting the estimate from Arefa Mansuri. If we do not receive the estimates prior to the CRA Board meeting, this recommendation will be taken off the list.

The Valavanis application was rejected as it was for a Church property which is not eligible according to program guidelines. The other application that did not get the Review Committee's recommendation is The Challenger. The Executive Director explained that the grants are being made specifically to improve the primary commercial corridors, and for that reason the Review Committee felt that the Challenger application did not meet the intent of the program. Dr. Joseph asked about the appeals process, and the Executive Director said that he invited the applicant to the meeting and she is present. The CRAAC can make a recommendation to the Board that differs from the Review Committee.

The Chair then called on Beverly Hilton to talk about her application for The Challenger. Ms. Hilton said her nonprofit is in a commercial building on a street that gets a lot of traffic, even though it is not considered one of the main corridors. The Executive Director suggested to Ms. Hilton that she apply for the CDBG grant which may be more appropriate for this kind of effort. She replied that CDBG is not for beautification, but for programming. Dan Lima stated that although the CDBG grant is for programming, this would free up money so that it could be spent on something else, such as the requested beautification. Judy Feldman, who was on the Review Committee, reiterated that the guidelines specifically stated which corridors were being targeted, and this building is not in those corridors.

Jean Monestime said that as the property is in the CRA area, and she cannot apply for any residential grants, why was it rejected? The Executive Director said that there are other projects that met the desired goals, especially visibility, better than that one. Vice-Chair Michael McDermid, another member of the Review Committee, felt that this applicant is actually quite visible as various groups from outside the City work with Ms. Hilton, such as Barry University and Miami-Dade County.

Duke Sorey asked for details on the property and Dan Lima said that it's an after-school program located across the street from the Greek Church. It is a one story building with a large parking lot. Mr. Sorey asked for more details, and Ms. Hilton said she is requesting funds to resurface the parking lot and add new lampposts for better security. Her hours of operation are from 4 pm to 8 pm. Mr. Sorey stated that he disagreed with the policy of restricting grantees to the main corridors – if they want to improve their properties and they are within the CRA boundaries, then the CRA should support it. Judy Feldman replied that to get the most bang for the buck, we should go for the highest visibility areas, and the applicants that made it are located right on the various entrances to the City, creating a great impact. Inez Couch added that the CRA will be setting precedent by funding something like this, when it clearly falls outside the adopted guidelines of the project – it makes recommendations too subjective. Duke Sorey asked when would money be made available for these kinds of projects. The Executive Director said that in future budgets we can address these and other types of programs, such as neighborhood rehabilitation. Blanca Cobo

suggested that there are other programs she could apply for but Ms. Hilton disagreed. Duke Sorey asked if people can continue to apply for this program throughout the year, and the Executive Director responded that there would be specific windows of opportunity, and he expected another round later this year.

MOTION

Made by Jean Monestime, seconded by Duke Sorey

A motion was made to add The Challenger to the list of recommended grant applicants for up to \$14,830.

Approved 7 to 1 (Judy Feldman opposed).

At this point, the Executive Director asked about the estimate from another project, and noted that Arefa Mansuri was present and has provided some new estimates for her application. It was for new signage, pressure cleaning, painting, replacement of a lamp post and improvements to the stucco, for a total of \$19,000; the Executive Director explained that the CRA can provide up to \$15,000. The store is located across the street from Publix, next to Federal Discount.

MOTION

Made by Michael McDearmaid, seconded by Inez Couch

A motion was made to add Arefa Mansuri to the list of recommended grant applicants for up to \$15,000.

Approved 8 to 0

The CRA Attorney, Steven Zelkowitz, reminded the Chair that there has not been a motion made to approve the list of recommendations from the Review Committee, and that this motion be separate from the motions to recommend additional applicants.

MOTION

Made by Michael McDearmaid, seconded by Duke Sorey

Motion made to move to the CRA Board the Executive Director's recommended grant awards based on the Grant Review Committee's findings.

Approved 7 to 0 (Chair Clark recusing himself)

Chair Clark noted that he attended the grant applicant meeting and was very impressed by what he saw. He feels that, collectively, these improvements are going to make a significant impact on the City. Inez Couch asked whether Mr. Lima would have sole discretion in approving paint colors, etc. Dan Lima explained that all applicants would still have to follow City procedures and permit requirements.

Jean Monestime wanted to make sure that there are safeguards to keep people from taking the money, improving the property, then selling it. Dan Lima explained that both programs will create a lien on the property and you would not be able to sell it for three without repaying the grant. The CRA Attorney added that each grantee will be entering into a formal, legal agreement with the CRA, outlining the terms and conditions for giving the grant, and providing safeguards such as repayment obligations if they sell their property. Also, there will be prohibitions from re-applying for additional grants.

Chair Reynolds asked Dan Lima to explain the general process. Mr. Lima said that the CRA's documentation requirements will not be as onerous as the City's program as it does not need to follow various federal requirements. The first step is that each grantee must present a clear scope of work which will then be incorporated into the agreement that they must enter into. As the work is being completed, CRA staff will do inspections and then make the appropriate payments.

The CRA Attorney then asked Clark Reynolds to make clear for the record, what is the property he is recusing himself for. Chair Reynolds stated that it is 915 NE 125th Street, a 3-story office building next to a strip center. There is a big blank wall facing east and the idea is to light it with constantly changing LED lighting. The Executive Director wanted to thank the selection committee and the applicants for participating in the process. He felt the program is getting off to a flying start. Nearly all applicants made it and there will be enough money left over for another round in the Spring. Judy Feldman felt that the process was really inspiring and it will make a huge difference for the City.

Item IV - Update regarding the negotiation of a contract with Sanson, Kline Jacomino & Company for Independent Auditing Services

The Executive Director said he and others met with representatives from Sanson, Kline on December 21. He felt that negotiations were going well, and that the CRA had received the letter of engagement from them (in the agenda packet). He expected a contract to be ready for them to sign in the following week, ready to go to the CRA Board on January 23.

Inez Couch asked about the large difference between the quote by Sanson, Kline and the other respondents to the RFP. The Executive Director said that at the last meeting with the auditor they discussed this thoroughly, and the Sanson, Kline representative said they are committed to doing the work at that price they quoted and feel they will continue with this price into the next year (although that would be a different contract). They are offering the reduced cost to continue to build their client base in this field. Mr. McDermid asked for a list of the clients from the Sanson, Kline, and CRA Staff promised to forward this to Committee members. Dr. Smith Joseph asked if they were aware of each others bids when they made their initial proposals, and the Executive Director explained that the bids were sealed but once they were all opened, the documents were made public.

Item V - Update regarding the negotiation of a contract with The Housing Partnership of North Miami for Homebuyer Training, Credit Pre-Qualification and Purchase Assistance Services

The Executive Director explained that the process is similar to the Sanson, Kline selection, where the CRA took a recommendation for the Housing Partnership to the CRA Board on December 12, 2006 and they passed the resolution allowing the Executive Director to negotiate the contract with them. A meeting was held with members of the Housing Partnership, and the CRA

has asked for some more information. The CRA Attorney is working on the agreement and it should be ready to be signed by the next CRA Board meeting.

Jean Monestime asked if all the companies Florida in the Housing Partnership are Florida corporations. The Executive Director said he believes so, but that it is not required, they just need to be allowed to business in Florida. The CRA Attorney added that the entity chosen is going to be a Florida general partnership entered into by the 3 organizations and they have provided a copy of the partnership agreement to be reviewed. This is a joint venture to do business with the CRA, and this agreement needs to be signed before entering into an agreement with the CRA.

Item VI - Discussion regarding the implementation of Affordable Housing Strategies and recommendations for the distribution of the CRA's FY 2006-07 funding allocations for Affordable Housing Strategies: Homebuyer Subsidies (\$200,000), Developer/Owner Incentives (\$500,000) and Single Family Home Rehabilitation (\$602,950)

At the December CRAAC meeting, the Executive Director said he would come back to them and the CRA Board with recommendations on how to use the \$1.3 million budget to implement the affordable housing goals of the CRA. In the agenda packet, he laid out various possible strategies to meet those goals, based on his discussions with building owners, developers, City staff (including the housing administrator), and North Miami Housing (NMH). The Executive Director then asked for feedback from the CRAAC members on alternative implementation processes to pursue different affordable housing goals. He explained that each page contained one strategy with up to three alternatives they can choose from and recommend to the CRA Board.

PAGE 1 – HOMEBUYER SUBSIDIES (\$200,000)

The first strategy is for Homebuyer Subsidies *outside* the Pioneer Gardens project. There are three alternatives: A) First come, first served: once a designated application period ends, qualified recipients will receive funds in the order they applied; B) Lottery: once the application period ends, qualified recipients would be selected by a random lottery; C) Venice Park project: leverage City's funding for a condo conversion project (see details in memo).

DISCUSSION

Inez Couch said that the Venice Park project is in a pretty good location, with plenty of parking, easy access to transportation and across the street from parks. The Executive Director said that he has spent a lot of time with investors that are making conversions, but this is being brought to their attention because it allows the CRA to leverage its investment with money the City has already committed to the project. Blanca Cobo asked if the units have already been upgraded and the Executive Director said that some have and others haven't been rehabilitated, and this is why there are different prices for similar units. Buyers can purchase as is, or purchase a rehabilitated unit. The Executive Director suggested that if we decide to pursue this, the CRA would limit its funding to units that have been *fully* rehabilitated, possibly including new appliances and A/C units, and that meet US HUD Housing Quality Standards.

Michael McDermid said that it makes sense to piggyback on something the City is already working on, and asked if the City would be doing the rehabilitation. The Executive Director said

that NMH would be supervising the rehabilitation of those units that the CRA would be funding, and would receive the agreed upon fee. This would be true for alternatives A, B, or C.

Clark Reynolds said that he would have a reservation about funding units in a property that is entirely subsidized and would rather spread out the subsidies from the CRA. The Executive Director explained that the CRA would only be subsidizing a maximum of 5 of the 60 units, and the City would potentially subsidize an additional 10 units. Therefore, most units would not be subsidized by either. Jean Monestime wanted to understand why the Executive Director was recommending this project over all the others going on the City, and he reiterated that it was an opportunity to leverage funds and was recommended by Tom Calderon and Maxine Calloway from the City's Community Planning Department.

Responding to concerns from Inez Couch, the Executive Director reiterated that the CRA would have a higher required standard of rehabilitation for the units they subsidize. Inez Couch asked about the Oaks development, and suggested the CRA get involved in that as they seem affordable and are new. The Executive Director said he has met with those developers and may consider working with them in the future, but the units are not available now, while Venice Park is. Judy Feldman said there are some things that bother her. First she felt that the CRA should concentrate its affordable housing efforts on the central or western part of the City. Secondly, she was not comfortable funding 5 units at a higher standard if the other units were not of the same quality. The Executive Director advised that the CRA's requirements and standards would be made clear to the owners of the property before any commitment of CRA funds.

Vice-chair McDermid mentioned that he knows of some an apartment complex on NE 128th Street and 8th Avenue, where 40 units have been reduced to \$100,000 and are sitting empty. When asked why they are empty if the price is so good, he responded that he wasn't sure, but it could be a lack of amenities or assigned parking. The Executive Director asked if this complex is at the level the CRA wants to support. Not all properties are appropriate for conversion. The Executive Director offered to take CRAAC members on a tour of the various properties he has seen so that they can get a sense of what is out there.

Jean Monestime said that he would rather have the homebuyer apply and if they qualify, give them money and let them go where ever they want, rather than providing money for specific projects. It looks to him like it would become a bureaucratic problem to earmark the money.

Judy Feldman felt that should be a specific amount to the buyer, and Clark Reynolds added the properties they purchase should meet certain standards. Clark Reynolds said people should consider the lottery because maybe some people will have an inside track on this and get in early, and the lottery would solve this problem. Jean Monestime said he would like to see how other CRA's distribute their funds, so that our CRA does not have to reinvent the wheel. He also agreed that the lottery is the best alternative.

Blanca Cobo concurred that CRA subsidies should be given to a person who can then use the money to purchase where they like. When asked about how this would work, the CRA Director said that the firm the CRA hires will pre-qualify a certain number of homebuyers, and a lottery would be used to select which *qualified* buyers would get the subsidy. In response to a question

by Dr. Joseph, the Executive Director explained that the firm the CRA hires will be required to market the opportunity, hold meetings explaining the process, and advertise in order to attract a significant number of applicants.

MOTION

Made by Duke Sorey, seconded by Dr. Smith Joseph

A motion was made to recommend to the CRA Board “Alternative B” for the implementation of the Homebuyer Subsidies housing strategy.

Approved 8 to 0

PAGE 2 – DEVELOPER/OWNER INCENTIVES STRATEGY (\$500,000)

The Executive Director described the alternatives for the Developer/Owner Incentives strategy, where alternatives A and B are for homebuyers, and C is more oriented for rental opportunities.

Michael McDermid said that when the CRA was set up, the discussions were always about homeownership, so that people would have a stake in the community. Jean Monestime added that rental properties encourage blight, and the CRA’s job is in eliminating it. For discussion purposes, Inez Couch said that there are plenty of people out there that may not be in the position to buy a home but can still contribute to the City. Perhaps the CRA can provide them *better* housing that they can rent. Rentals do not have to be blighted, it’s slum landlords that create the problem. She wanted the Committee to consider creating rental housing in good areas, and keep rents low allowing the renters to save money to eventually buy.

Duke Sorey asked about those housing applicants who don’t qualify to purchase a unit – can we supply them with some rental housing opportunities? He felt that the Committee should look at different avenues to help those who need the most help. Judy Feldman added that limiting options to homeownership means they would be discriminating against renters. Not everyone can afford to buy. Mr. McDermid said he’s not disagreeing, but he did not think this was in the mission statement for the creating for the CRA. He asked if it were possible to split the money between the alternatives offered on Page 2.

The Executive Director wanted to make two points. First, he wanted to make it clear that part of the CRA’s affordable housing goal of providing up to 6,000 affordable units includes rental housing in terms of both the preservation of existing units and the construction of new units. Secondly, he said that in the effort to allocate the \$500,000, and it is possible that the CRAAC may want to recommend splitting the funding among the options.

Mr. Monestime wanted to make it clear that he is not trying to discriminate against renters, but it should not be the CRA’s goal. He feels it is not a good social-economic theory to base their decisions on, when you can find many examples of government sponsored rental housing that either went bad or was eventually converted to condos depending on changing economic conditions. He feels strongly that only homeownership should be the CRA’s goal.

Blanca Cobo then asked for a clarification of Alternative C – are you talking about improving the property or subsidizing the renters? The Executive Director answered that it is up to the property

owner to make the improvements with subsidies provided by the CRA, in return for keeping a certain number of units available for lower income tenants at reduced rents for at least five years. They must also abide by federal housing standards, which in an unregulated housing market owners don't have to worry about. For example, landlords look the other way with overcrowding and can charge exorbitant rents for substandard housing. The idea is to provide decent, safe, affordable housing to renters.

Dr. Joseph said that if the primary objective is homeownership, we would be opening a can of worms by providing subsidies for renters. He thinks the CRA should concentrate all its energies into homes for sale in order to be more efficient in providing this product. Chair Reynolds said he understands the issues and that rentals are a good idea for the future, but he felt the CRA should stick to one thing before trying to do so much. As the CRA grows it can offer more options such as rentals, but for now, he felt it should stick to promoting homeownership.

The Executive Director then clarified the difference between alternatives A and B: A gives money to *buyers* of condominium units in specific conversion projects. Alternative B provides assistance to owners/developers to do the rehabilitation, and then they would agree to price a certain number of units affordably and up to our quality standards. In this alternative, developer/owners would be competing for funds, and those that require the lowest profit margins or the lowest per unit rehabilitation cost would receive the money.

Mr. McDearmaid made a the point that he has found that some rental apartment buildings that had received CRA money in Broward and Miami-Dade County are now being converted to condominiums as the market changes, and the renters are now out.

Inez continued the discussion by reminding members that as the CRA is rehabilitating homes or helping to convert apartments, some people will be displaced. The Executive Director suggested that Alternative C that would provide temporary housing for these transitional situations. Jean Monestime restated his position that the CRA should be about providing money to fix homes or subsidize new for sale housing, not rental properties. Guylene Berry, the CRA's Community Outreach Advisor, who has a twice-weekly radio show for Creole speakers, said that many callers to her program complain that they are being forced out of their rental apartments because they cannot afford to purchase the units that are being converted.

MOTION

Made by Michael McDearmaid, seconded by Jean Monestime

A motion was made to recommend to the CRA Board "Alternative A" for the implementation of the Developer/Owner Incentives housing strategy.

Approved 5 to 3 (Judy Feldman, Inez Couch, and Duke Sorey oppose)

PAGE 3 – SINGLE FAMILY HOME REHABILITATION (\$602,950)

The Executive Director explained that the essential difference among the three alternatives is in the selection process, with Alternative A being first come, first served, Alternative B using a lottery system, and Alternative C is a model that would piggyback on the City's existing housing

rehab waiting list within the boundaries of the CRA, supplemented by those the CRA adds to the list by its own efforts.

MOTION

Made by Judy Feldman, seconded by Inez Couch

A motion was made to recommend to the CRA Board “Alternative C” for the Single Family Home Rehabilitation strategy.

This motion was later tabled

DISCUSSION

Chair Reynolds asked for clarification on what the City’s list was comprised of, and the Executive Director responded that the City has a list of applicants for its SHIP and HOME rehabilitation funds, but they have had more demand than available funds.

Amendment to MOTION

Made by Judy Feldman, seconded by Duke Sorey

An amendment to the motion was made to use the lottery for the selection process.

This amendment was approved unanimously, but the motion was later tabled

DISCUSSION

Michael McDermid wanted to know how does need fit in to the criteria for selecting who on the City’s waiting list will receive the CRA funding? Duke Sorey said that for rehabilitation it should go by need, not lottery. Others suggested that by being on the list, need is already established. But Mr. Sorey suggested that there are some homes that need more help than others, and that a lottery would not take this into account. He added that with SHIP funds, they look at those that really need it, in terms of income or whether someone is on a fixed income or elderly, not just if they meet the criteria. Clark Reynolds and Inez Couch were concerned that determining need is too subjective. Jean Monestime said that they already use needs criteria for SHIP programs, and Duke Sorey suggested the motion be tabled in order to get more information on how this is done.

MOTION

Made by Judy Feldman, seconded by Duke Sorey

A motion was made to table the discussion relative to the alternative implementation processes for the Single Family Home Rehabilitation strategy to the next meeting of the CRAAC.

Approved 8 to 0

PAGE 4 – CRA PURCHASE OF EXISTING HOUSING UNITS FOR PRESERVATION AS RENTAL UNITS OR AS HOMEOWNERSHIP UNITS

The Executive Director solicited the support of the Committee for going after this strategy based on what investors and owners have told him over the past couple months. The concept is to create a formal process to solicit expressions of interest from owners/investors for the sale, lease/purchase or joint development of their properties. This process will not limit the CRA from

pursuing other opportunities that may be in the best interest of the CRA. This is a strategy the CRA is beginning to implement with the purchase of the duplex next to the Pioneer Gardens.

Clark Reynolds felt that this strategy answers in part of the question Inez Couch had brought up, as to how to house people who are temporarily displaced. Another example of the opportunities the CRA is already pursuing is the Bel House complex.

Jean Monestime stated that he strongly believes there is no need to purchase properties for rental purposes. The reason why the central part of the City has a lot more crime is because there is a concentration of rental apartments. If they own the properties they do a better job at watching out and keeping them up. Inez agrees but said this is true because that is a *corridor* of poorly maintained rental properties. She doesn't believe rentals are a blight per se, and she doesn't think the CRA is suggesting creating another corridor of rentals. If you mix it up, she doesn't see it as a problem. Mr. McDearmaid agreed that the CRA needs some apartment buildings to provide temporary housing and to provide housing options. Mr. Monestime suggested that this will force the CRA to create another bureaucracy to manage these units.

MOTION

Made by Michael McDearmaid, seconded by Inez Couch

A motion was made to support the Executive Director's recommendation regarding the CRA's purchase of existing housing units for preservation as rental units or as homeownership units.

Approved 7 to 1 (Jean Monestime opposed)

DISCUSSION

Mr. McDearmaid said that if the CRA goes into a project it changes the dynamics of neighborhoods, so you won't create permanent rentals but will become part of a process of change. Jean Monestime said that what he sees happening is that government is asking that a certain percentage of built units be affordable for purchase, not the whole buildings or for rentals. Then the City doesn't have to administer this. Duke Sorey stated that it's simple – we need rentals for transitional housing. He provided the example of when he was in the army, they always provided transitional housing when they were moving people in or out of an area.

The Executive Director thanked everyone for the excellent discussion and support for the CRA's affordable housing strategies.

Item VII - Discussion regarding the potential acquisition and rehabilitation of the Bel House Apartments containing 65 units located at NE 139th Street and NE 6th Avenue by the CRA to be preserved as affordable rental apartment units

The Executive Director asked CRAAC members to look to the packet for detailed information on the apartment complex. There is a unique opportunity to purchase a sizable number of units without worrying about relocating residents because there is a vacant building next door which is part of the complex. There are 45 units on the east side that are vacant due to problems with the roof-

ing. Another important consideration is that the current owners are working with the CRA to make this happen. So, the Executive Director is recommending that the CRA enter into negotiations with the owners to determine the terms and conditions that can make this happen. Once the agreement is created, the Executive Director would come back to the CRAAC and the CRA Board to seek approval for the agreement.

Inez Couch asked if we would need to wait until the Comprehensive Plan changes have been approved to rebuild the damaged building. The Executive Director explained that that discussion had been related to a different building and that they would rehabilitate the Bel House apartments under the current plan and codes.

The Executive Director noted that the CRA can't purchase until the CRA can issue debt, and that the lease/purchase option would be a financing mechanism to allow the CRA to control it now and purchase in the future.

MOTION

Made by Michael McDearmaid, seconded by Blanca Cobo

A motion was adopted in support of entering negotiations to purchase the Bel House Apartments to be preserved as affordable rental apartments.

Approved 7 to 1 (Jean Monestime opposed)

NOTE: Jean Monestime had to leave the meeting (8:20 pm), but a quorum was maintained

Item VIII - Discussion regarding the status of a feasibility review regarding the potential acquisition and redevelopment of the Miami Way Theater building located at 12615 West Dixie Highway consistent with the CRA Redevelopment Plan

The Executive Director provided an additional handout that came in the mail recently from the North Miami Historical Society in support of the CRA's purchase of the Theater. He then provided some background on the issue by saying that in September the CRAAC recommended that a feasibility study be done on the theatre, and the memorandum in the agenda packet provides an update on what was done. This includes a significant amount of research, a meeting of stakeholders and an additional visit to the theater. From this work and the opinions of the stakeholders, he feels there is merit in preserving the Miami Way theater or making it a part of something else. He explained that at this time he doesn't know the ultimate reuse will be, but he doesn't want to lose this opportunity. So he recommends pursuing discussions with the owner, and then come back to the CRAAC and CRA Board with any potential agreements.

DISCUSSION

Michael McDearmaid asked who the stakeholders were, and the Executive Director said they included Penny Valentine, Clark Reynolds, Dan Lima, and Andrea Ramos from the City's Parks Department. Mr. McDearmaid felt that this is a perfect opportunity for the City and CRA to work together. He compared this to the Lyric Theater in Miami and hopes the CRA can help bring art-

ists together to create something really unique. This is the kind of partnership where the CRA can truly make a difference.

Clark Reynolds said that it's not just the building that should be considered, but all the properties around there - the whole block is blighted and occupies an important location. He's not sure that it can be used as a theater, but it may be. He strongly supports it. Inez Couch added that the City needs community space, and that they shouldn't have to go to Miami Shores anytime adequate meeting space is needed.

Also, the Executive Director passed out copies of the feasibility study done for a theater in Wichita, Kansas, as an example of what the CRA would try to procure.

MOTION

Made by Duke Sorey, seconded by Michael McDearmaid

A motion was adopted in support of the Executive Director's recommendation that the CRA seek to negotiate the terms for the acquisition of the Miami Way Theater and adjacent building.

Approved 7 to 0

OLD NEW BUSINESS

A. CRA Advisory Committee Membership Appointments/Re-Appointments by the CRA Board as of November 28, 2006, Annual Election of the Chair and Vice Chair, Applications, Disclosures Forms and Background Checks

The Executive Director stated that there are nine members serving with terms expiring in September 2007 or 2008, but that there are still three vacancies. He asked CRAAC members talk to the Board members that appointed them and perhaps suggest they select members with backgrounds that could add to the expertise on the Committee, such as architecture or construction.

B. Update regarding the Draft Timeline for the new City Comprehensive Plan

The Executive Director passed out a handout that was received earlier that day with a revised timeline for the Comprehensive Plan process. He also noted a very important meeting is being held on February 20, 2007, that the CRA will help promote, and encouraged the participation of Committee members as well. Final adoption of the Plan is scheduled for mid-November; things have therefore been accelerated considerably.

C. Update regarding the final negotiations to obtain a Bank Line of Credit in an amount up to \$10,758,300 from Regions Bank

The Executive Director noted that on December 19 Miami-Dade Board of County Commissioners granted approval for the CRA to enter into an agreement with Regions Bank, and the CRA is under way with the final agreement on the LOC (in Packet), and expects to bring the final agreement to the board at the next meeting on January 23.

Chair Reynolds asked about when they should have elections, and the Executive Director said it officially should take place in September, but can occur anytime. The Chair and others suggested it be held at the next meeting, and that the item be brought up early when people are still fresh.

Inez Couch and Michael McDearmaid brought up the issue of which day CRAAC meeting should be held to avoid conflicts with other meetings. They suggested the first Monday of every month, and Chair Reynolds suggested making the decision promptly. The Executive Director stated he simply wants the meeting to be on the first week of the month so that it doesn't conflict with the CRA Board meetings.

MOTION

Made by Michael McDearmaid, seconded by Judy Feldman

A motion to change the meeting date for the CRAAC to the first Monday of the every month.

Approved 6 to 1 (Duke Sorey opposed)

Meeting adjourned at 8:35 p.m.

Item III



AGENDA ITEM III

NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY

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

Executive Director
Tony E. Crapp, Sr.

CRA Attorney
Steven W. Zelkowitz

Date: January 31, 2007

To: Chairman and Members
CRA Advisory Committee

From: Tony E. Crapp, Sr.
Executive Director

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

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

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

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



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AGENDA ITEM III

NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY

CRA Board

Kevin A. Burns, Chair
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Scott Galvin
Marie Erlande Steril

Executive Director

Tony E. Crapp, Sr.

CRA Attorney

Steven W. Zelkowitz

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

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

NMCRAAC memo re CRA Affordable Housing Strategies and Funding
for 020507_tecsr 013007am



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DRAFT as of 01/23/07

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

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

DRAFT as of 01/23/07

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

DRAFT as of 01/23/07

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

DRAFT as of 01/23/07

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

CITY OF NORTH MIAMI

COMMUNITY PLANNING & DEVELOPMENT
DEPARTMENT

HOUSING DIVISION

HOUSING PROGRAM GUIDELINES

March 7, 2006

**FEDERAL HOUSING PROGRAMS
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SECTION I

INTRODUCTION, OVERVIEW & APPROVAL AUTHORITY

SECTION I

INTRODUCTION

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

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

OVERVIEW OF FUNDING SOURCES

1. Federal Entitlement Grants

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

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

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

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

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

2. State Entitlement Grants

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

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

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

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

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

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

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

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

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

HOME INVESTMENT PARTNERSHIP PROGRAM

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

COMMUNITY DEVELOPMENT BLOCK GRANT

1. Single Family Housing Rehabilitation
2. Rental Housing Rehabilitation

SECTION I

DEFINITIONS

DEFINITIONS:

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

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

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

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

* Under \$15,000 5 Years

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

* Over \$40,000 15 Years

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The following household definitions are applicable to these guidelines:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONN
SINGLE-FAMILY REHABILITATION PROGRAM
< WAITING LIST >

2/5/2007

LAST NAME	FIRST NAME	ADDRESS	CITY	STATE	ZIP CODE	DATE	SPECIAL NEEDS
JOSEPH	ROLESTERNE	1190 N.W. 131ST STREET	NORTH MIAMI	FLORIDA	33168	06/17/02	child
VALMIR	PAULETTE	1460 N.E. 142ND STREET	NORTH MIAMI	FLORIDA	33161	06/18/02	senior parent
NEANCE	INOCENTA LOUISE	750 N.W. 127TH STREET	NORTH MIAMI	FLORIDA	33168	06/20/02	senior
MORALES	GLORIA/FRANCISCO	1161 NE 140 STREET	NORTH MIAMI	FLORIDA	33161	06/23/02	senior
SUPPLICE	EMMANUELA/EMMANUEL	590 NW 128TH STREET	NORTH MIAMI	FLORIDA	33168	06/25/02	senior
JASON	LYNNE	1141 N.E. 140TH STREET	NORTH MIAMI	FLORIDA	33161	06/27/02	
CARIS	SANTIAGUE	300 N.E. 123RD STREET	NORTH MIAMI	FLORIDA	33161	06/30/02	small children
MONCOEUR	JHONODIEU	12605 N.W. 1ST COURT	NORTH MIAMI	FLORIDA	33168	07/02/02	senior
RAPHEL	SAGESSE/PAULETTE	770 N.W. 129TH STREET	NORTH MIAMI	FLORIDA	33168	07/02/02	
DAYS-PRATT	THERESA	12345 N.W. 10TH AVENUE	NORTH MIAMI	FLORIDA	33168	07/08/02	
JEANTY	YOLENE	149 NW 121ST STREET	NORTH MIAMI	FLORIDA	33168	07/08/02	
JOSEPH	CLEMENA/LUCKNER	935 N.E. 146TH STREET	NORTH MIAMI	FLORIDA	33161	07/08/02	
WALDRON	CHARLES	1525 N.E. 127TH STREET	NORTH MIAMI	FLORIDA	33161	07/08/02	
HOWARD	LISAMARY	940 N.E. 143RD STREET	NORTH MIAMI	FLORIDA	33161	07/09/02	
ATLA	NELIE	1006 NW 120TH STREET	NORTH MIAMI	FLORIDA	33168	07/11/02	
EXALANT	MONIQUE	745 N.E. 140TH STREET	NORTH MIAMI	FLORIDA	33161	07/12/02	45 YEARS OLD
GREEN	ELIZABETH	625 N.E. 130TH STREET	NORTH MIAMI	FLORIDA	33161	07/12/02	
PERICLES	AMOS	75 NE 133RD STREET	NORTH MIAMI	FLORIDA	33161	07/12/02	
EJHENNE	MARIE L	1475 N.E. 135TH STREET	NORTH MIAMI	FLORIDA	33161	07/23/02	senior parent
DEUS	ELIFRANC/MERCIDIEU	1241 N.E. 131ST STREET	NORTH MIAMI	FLORIDA	33161	07/25/02	
FRENCH	SANDRA	12610 N.E. 1ST COURT	NORTH MIAMI	FLORIDA	33161	07/25/02	
EUGENE	ARIS/KAREN	110 N.E. 128TH Terrace	NORTH MIAMI	FLORIDA	33161	07/29/02	
BERNADIN	ELISSA/INTERCIE	1065 N.W. 128TH STREET	NORTH MIAMI	FLORIDA	33168	07/30/02	
HUMPHREYS	ETTA	1625 N.W. 131ST STREET	NORTH MIAMI	FLORIDA	33167	07/30/02	senior
BISSANTHE	LYNDA	745 NW 130TH STREET	NORTH MIAMI	FLORIDA	33168	08/02/02	
LEWIS	ALTHEA	455 NE 135TH STREET	NORTH MIAMI	FLORIDA	33161	08/02/02	
SAINT FLEUR	EUGENIE/ANDRE	150 N.E. 121ST TERRACE	NORTH MIAMI	FLORIDA	33161	08/05/02	senior
PIERRE	LEONE/ELIZE	12135 NORTH MIAMI AVENUE	NORTH MIAMI	FLORIDA	33168	08/26/02	
BREYD	MARIE A.	835 NW 121ST STREET	NORTH MIAMI	FLORIDA	33168	09/12/02	
MISSICK	MARCIA	775 NW 122ND STREET	NORTH MIAMI	FLORIDA	33168	09/18/02	
BEAUCHAMP	JACQUELINE M.	879 N.E. 133RD STREET	NORTH MIAMI	FLORIDA	33168	09/21/02	senior
ULYSSE	RENETTE	1615 NW 132ND STREET	NORTH MIAMI	FLORIDA	33167	09/24/02	
WOODS	MELITA	150 NW 126TH STREET	NORTH MIAMI	FLORIDA	33168	09/24/02	
LEFRANCE	CHANTAL	890 NE 131ST STREET	NORTH MIAMI	FLORIDA	33161	09/26/02	
PORTER	DON	1140 NW 126th STREET	NORTH MIAMI	FLORIDA	33168	10/30/02	
ACHILLE	DANIEL	131 N.E. 122ND STREET	NORTH MIAMI	FLORIDA	33161	10/10/02	senior
SAINTEL	MARKEYGHISLENE	75 NE 127TH STREET	NORTH MIAMI	FLORIDA	33161	10/24/02	
AUDERER	JACQUES	320 NE 130TH STREET	NORTH MIAMI	FLORIDA	33161	10/25/02	senior
FELIX	JEAN M.	1085 NW 126TH STREET	NORTH MIAMI	FLORIDA	33168	11/01/02	
JEAN	CLENDE	1505 NE 142ND STREET	NORTH MIAMI	FLORIDA	33161	11/22/02	
CHARLES	PAULETTE	830 NE 131ST STREET	NORTH MIAMI	FLORIDA	33161	12/04/02	senior parent
SANON FILS	VICTORIA	510 N.E. 135TH STREET	NORTH MIAMI	FLORIDA	33161	12/12/02	
ISAAC	HENRY/NICOLE	12155 N. MIAMI AVENUE	NORTH MIAMI	FLORIDA	33168	12/20/02	
BARTHELEMY	CHECETINE	1666 NW 123RD STREET	NORTH MIAMI	FLORIDA	33167	12/26/02	
NARCISS-ESTINE	LUCIENNE N.	1030 NW 122ND STREET	NORTH MIAMI	FLORIDA	33168	12/29/02	
PELOTE	NADINE	14255 N.E. 9TH AVENUE	NORTH MIAMI	FLORIDA	33161	01/06/03	
BAPTISTE	MARIE J.	12020 N.W. 8TH AVENUE	NORTH MIAMI	FLORIDA	33168	01/09/03	
PAUL	VILLARD/JACQUELINE	12210 N.E. MIAMI COURT	NORTH MIAMI	FLORIDA	33161	01/17/03	
ST. CYR	ALIX/MICHELLE	1135 N.W. 128TH STREET	NORTH MIAMI	FLORIDA	33168	01/27/03	
BYRD	ROBERT F.	1385 N.W. 128TH STREET	NORTH MIAMI	FLORIDA	33167	02/07/03	
FIGUEROA	RUBEN	521 N.E. 142ND STREET	NORTH MIAMI	FLORIDA	33161	02/10/03	
CONZE	CARMELLE	920 N.W. 123RD STREET	NORTH MIAMI	FLORIDA	33168	02/19/03	
FELIX	CERLINE C.	1021 NE 137TH STREET	NORTH MIAMI	FLORIDA	33161	02/19/03	
LAGUERRE	ST. ARMAND/M. SOLANGE	1100 NW 127TH STREET	NORTH MIAMI	FLORIDA	33168	02/19/03	
CHIN	INGRID	12650 NE 1st COURT	NORTH MIAMI	FLORIDA	33161	02/24/03	
DURANDISSE	GHSISLAINE	425 NW 121ST STREET	NORTH MIAMI	FLORIDA	33168	02/26/03	
GITTENS	ALBERT/SHIRLEY	1035 NW 143RD STREET	NORTH MIAMI	FLORIDA	33168	02/26/03	
JACKSON	FLOSSIE MAE	1055 NW 128TH STREET	NORTH MIAMI	FLORIDA	33168	02/28/03	
MERISE	MARIE V.	1260 NW 123RD STREET	NORTH MIAMI	FLORIDA	33167	03/04/03	
PIERRE-LOUIS	WILFRID	479 N.E. 129TH STREET	NORTH MIAMI	FLORIDA	33161	03/04/03	
FRANCOIS	RAYMOND	760 N.E. 139TH STREET	NORTH MIAMI	FLORIDA	33161	03/10/03	
VERNET	LOURDIE	215 N.W. 121ST STREET	NORTH MIAMI	FLORIDA	33168	03/10/03	
RUALES	MARIA V.	535 NW 135TH STREET	NORTH MIAMI	FLORIDA	33168	03/13/03	
ME TELLUS	AINNA	575 N.E. 140TH STREET	NORTH MIAMI	FLORIDA	33161	03/19/03	
PIERRE	GARDIMYR/JACQUES	1195 N.W. 134TH STREET	NORTH MIAMI	FLORIDA	33168	03/19/03	
CAZUEA	WISTA	15015 N.E. 11TH AVENUE	NORTH MIAMI	FLORIDA	33161	04/01/03	
REHARD	BERNARDE	490 NW 134TH STREET	NORTH MIAMI	FLORIDA	33168	04/02/03	
LATTIBEAUDIERE	MILICENT	12720 NW 13TH AVENUE	NORTH MIAMI	FLORIDA	33167	04/03/03	
PIERRE	MALICE/JEAN	1520 NW 127TH STREET	NORTH MIAMI	FLORIDA	33167	04/08/03	
JEAN-ROMAIN	ROSA	540 NW 133RD STREET	NORTH MIAMI	FLORIDA	33168	04/16/03	
ALEXIS	FREDERICK/VENITHE	1120 NW 130th STREET	NORTH MIAMI	FLORIDA	33168	04/21/03	
DALBERISTE	MARLENE/RENOLO	1315 NE 126TH STREET	NORTH MIAMI	FLORIDA	33167	04/21/03	
PIERRE	MARIE J.	12775 N.W. 1ST AVENUE	NORTH MIAMI	FLORIDA	33168	04/22/03	
FROSTEN	KETLY	1340 N.W. 135TH STREET	NORTH MIAMI	FLORIDA	33167	04/23/03	
PALMER	MATILDA	866 NE 134th STREET	NORTH MIAMI	FLORIDA	33161	04/23/03	
PETERSON	NANCY	12345 NW 15th AVENUE	NORTH MIAMI	FLORIDA	33167	04/25/03	
PAGANO	LORLI	920 NW 124TH STREET	NORTH MIAMI	FLORIDA	33168	04/30/03	
JEAN-LOUIS	EDUIGE	1035 N.W. 132ND STREET	NORTH MIAMI	FLORIDA	33168	05/01/03	
ANTIONE	MARIE	300 NW 125th STREET	NORTH MIAMI	FLORIDA	33168	05/29/03	
DAVIDSON	DAISY H	410 NW 122nd STREET	NORTH MIAMI	FLORIDA	33168	06/01/03	
DESAGUSTE	SAINT-ANGE	180 NE 135th STREET	NORTH MIAMI	FLORIDA	33161	06/02/03	
JACKSON	FRANCIS J.	12120 NE 11th PLACE	NORTH MIAMI	FLORIDA	33161	06/16/03	
LAFRANCE	GENEVIEVE	1530 NW 125th STREET	NORTH MIAMI	FLORIDA	33167	07/01/03	
MARTINEZ	LOURDES	13670 NW 5th AVENUE	NORTH MIAMI	FLORIDA	33168	07/03/03	
CALIXTE	ROBILLARD	1190 NW 120th STREET	NORTH MIAMI	FLORIDA	33168	07/28/03	
STEIN	STATON J.	1525 NE 131st ROAD	NORTH MIAMI	FLORIDA	33161	07/31/03	
JOSEPH	ANNE D.	260 NW 134th STREET	NORTH MIAMI	FLORIDA	33168	08/11/03	
REID	FRANK F.	11950 NW 16th AVENUE	NORTH MIAMI	FLORIDA	33167	08/16/03	
TAYLOR	ROXIE A.	910 NE 129th STREET	NORTH MIAMI	FLORIDA	33161	08/25/03	
LOUIS	RUTH	12720 NE 13th AVENUE	NORTH MIAMI	FLORIDA	33161	09/01/03	
PLATEL	ANDRE	775 N.W.128TH STREET	NORTH MIAMI	FLORIDA	33161	09/08/03	
Jean-Baptiste	Raymonde	14505 N.E. 3rd Court	NORTH MIAMI	FLORIDA	33161	12/11/03	
PIERRE	GEANINE	12165 N.W. 6th Ave	NORTH MIAMI	FLORIDA	33168	12/11/03	
OSCAR	SAINTIMISE	14875 NE 9th Court	NORTH MIAMI	FLORIDA	33161	12/15/03	
ESTIME	SIMONNE	1740 N.W. 133rd Street	NORTH MIAMI	FLORIDA	33167	12/16/03	82 YEARS OLD
GALLON	DOROTHY	13040 West Gull Drive	NORTH MIAMI	FLORIDA	33167	12/23/03	
WILLIAMS	RUTH	13585 N.W. 5th Avenue	NORTH MIAMI	FLORIDA	33168	12/30/03	
CARTER	LINDA	1080 N.W. 128TH TERRACE	NORTH MIAMI	FLORIDA	33168	01/05/04	
DEARAMEAUX	IDA	13540 N.E. 1ST AVENUE	NORTH MIAMI	FLORIDA	33161	01/05/04	
GERMAIN	MARIE	1528 N.E. 145TH STREET	NORTH MIAMI	FLORIDA	33161	01/05/04	51 YEARS OLD
SAMPEUR	JEAN	1587 N.E. 124TH STREET	NORTH MIAMI	FLORIDA	33161	01/06/04	
WILLIAMS	VERNITA	721 N.E. 121ST STREET	NORTH MIAMI	FLORIDA	33161	01/06/04	
ESTERLEY	LISA & DALE	14625 N.W. 6TH AVENUE	NORTH MIAMI	FLORIDA	33168	01/27/04	
ST JULIEN	LUNA	420 N.E. 142ND STREET	NORTH MIAMI	FLORIDA	33161	01/29/04	
THOMAS	JERVEAN (Blind)	12090 N.W. 12TH AVENUE	NORTH MIAMI	FLORIDA	33161	02/11/04	blind
PETIT-HOMME	YVENER	85 N.E. 133RD STREET	NORTH MIAMI	FLORIDA	33161	08/16/05	Per the Mayor application given
DORCE	MERCEDES	310 N.E. 141ST STREET	NORTH MIAMI	FLORIDA	33161	12/21/03	
ADDISON	SHARON	1130 N.W. 130TH STREET	NORTH MIAMI	FLORIDA	33168		
ANTONIA	JOSEPH		NORTH MIAMI	FLORIDA	33168		
APOLLON	MARIE	12430 N.E. AVENUE	NORTH MIAMI	FLORIDA	33161		
AUGUSTE	JEAN	575 N.E. 134TH STREET	NORTH MIAMI	FLORIDA	33161		

CONH
SINGLE-FAMILY REHABILITATION PROGRAM
< WAITING LIST >

2/5/2007

BARRET	DAVID	585 N.E. 130TH STREET	NORTH MIAMI	FLORIDA	33181		DISABLED 51 Needs a ramp
BLIÈSE	JOYCELYN	12605 N.W. 1ST COURT	NORTH MIAMI	FLORIDA	33168		
BOSSÉ	JEANETTE	657 N.E. 136TH STREET	NORTH MIAMI	FLORIDA	33161		
CADET	MARIE	1424 N.E. 146TH STREET	NORTH MIAMI	FLORIDA	33161		
CANAL	FEGUENS	5310 N.W. 123RD	NORTH MIAMI	FLORIDA	33167		
CAZEAU	GISELLE	770 N.W. 131ST STREET	NORTH MIAMI	FLORIDA	33166		
CELESTIN	MARIE	13265 N.E. 4TH COURT	NORTH MIAMI	FLORIDA	33161		53 YEARS OLD
CHARLES-MARC	JEAN	901 N.E. 137TH STREET	NORTH MIAMI	FLORIDA	33161		65 YEARS OLD
CHERVIN	MAGALIE	440 N.W. 136TH STREET	NORTH MIAMI	FLORIDA	33168		
CLARKE-DOWNER	VOLET	1460 N.E. 117TH STREET	NORTH MIAMI	FLORIDA	33161		60 YEARS OLD
COMPARE	ELIUS	760 N.W. 125TH STREET	NORTH MIAMI	FLORIDA	33168		51 YEARS OLD
DAPHNIS	ALAIN	1070 N.E. 146TH STREET	NORTH MIAMI	FLORIDA	33161		
DIEUJUSTE	LISENA	1408 N.E. 134TH STREET	NORTH MIAMI	FLORIDA	33161		41 YEARS OLD
DOR	CHARLEMAGNE	1121 N.E. 135TH STREET	NORTH MIAMI	FLORIDA	33161		
DORVILMA	MARIE	1160 N.E. 140TH STREET	NORTH MIAMI	FLORIDA	33161		66 YEARS OLD
OUBERNARD	ADRIEN	734 N.E. 145TH STREET	NORTH MIAMI	FLORIDA	33161		42 YEARS OLD
DUGROT	YOLÈNE	1250 N.W. 129TH STREET	NORTH MIAMI	FLORIDA	33167		
DUSSARD	HENRY	12414 N.W. 8TH AVENUE	NORTH MIAMI	FLORIDA	33168		
EPLIPHA	MARIE	490 N.W. 133RD STREET	NORTH MIAMI	FLORIDA	33168		
ESTY	MICHELLE	1020 N.E. 142ND STREET	NORTH MIAMI	FLORIDA	33161		
ETIENNE	MARIE	12560 N.E. 9TH AVENUE	NORTH MIAMI	FLORIDA	33161		
FAYE	MIRELEINE	870 N.E. 138TH STREET	NORTH MIAMI	FLORIDA	33161		
FAYOL	MILFORTHEDLYNE	685 NE 137TH STREET	NORTH MIAMI	FLORIDA	33161		
FERTIL'ËN	OCTALISE	553 N.W. 143TH STREET	NORTH MIAMI	FLORIDA	33168		
FLEURIMAR	MERCILLE	1450 N.E. 137TH STREET	NORTH MIAMI	FLORIDA	33161		43 YEARS OLD
FLEURINOR	LUCIENNE N.	385 N.E. 129TH STREET	NORTH MIAMI	FLORIDA	33161		56 YEARS OLD
FRANCIS	ELLA	195 N.E. 133RD STREET	NORTH MIAMI	FLORIDA	33161		36 YEARS OLD
FRANÇOIS	SIMONE	555 N.W. 136TH STREET	NORTH MIAMI	FLORIDA	33168		65 YEARS OLD
FRANÇOIS	ELIE	660 N.E. 137TH STREET	NORTH MIAMI	FLORIDA	33168		
GAY	ESTÈRN	110 N.E. 129TH STREET	NORTH MIAMI	FLORIDA	33161		DISABLED 64
GAYLOR	NOVL'INE	1635 N.W. 124TH STREET	NORTH MIAMI	FLORIDA	33167		52 YEARS OLD
GEORGES	MARIE	1598 N.W. 122ND STREET	NORTH MIAMI	FLORIDA	33167		51 YEARS OLD
GERMAIN	MARIE LUCE	135 NW 124TH STREET	NORTH MIAMI	FLORIDA	33168		
GOLLIOTH	MONIQUE & EDDY	640 N.E. 137TH STREET	NORTH MIAMI	FLORIDA	33161		
GONZALEZ	NOEM	487 N.E. 136TH STREET	NORTH MIAMI	FLORIDA	33167		78 YEARS OLD
HILAIRE	ROSSELLE	1500 N.E. 142ND STREET	NORTH MIAMI	FLORIDA	33161		
JACQUES	ELIDIEU	455 N.E. 127TH STREET	NORTH MIAMI	FLORIDA	33161		62 YEARS OLD
JACQUES-LOUIS	JACQUELINE	12210 N.E. MIAMI COURT	NORTH MIAMI	FLORIDA	33161		
JAMES	MAMIE	425 N.W. 124TH STREET	NORTH MIAMI	FLORIDA	33168		
JEAN	CLERMENCIA	1551 N.E. 160TH STREET	NORTH MIAMI	FLORIDA	33162		
JEAN	EPHISE & RIJUAD	641 N.E. 141ST STREET	NORTH MIAMI	FLORIDA	33161		
JEAN CLAUDE	JEAN	12040 N.W. 15TH AVENUE	NORTH MIAMI	FLORIDA	33167		
JEAN-JOSEPH	LOUIS	640 N.E. 141ST STREET	NORTH MIAMI	FLORIDA	33161		
JORGE LUIS	TOLEDO	785 N.W. 133RD TERR	NORTH MIAMI	FLORIDA	33168		
JOSEPH	LINDA	12350 N.W. 15TH AVENUE	NORTH MIAMI	FLORIDA	33167		
JOSEPH	MICHAËLLE						
JOSEPH	GOSIER	1561 N.W. 132ND TERRACE	NORTH MIAMI	FLORIDA			
JOSEPH	LAURANA	980 N.E. 122ND STREET	NORTH MIAMI	FLORIDA	33161		
JUSMA	JILOR	662 N.E. 138TH STREET	NORTH MIAMI	FLORIDA	33161		
LATOUR	MAXINE & NANCY	985 N.W. 132ND STREET	NORTH MIAMI	FLORIDA			
LONDONO	MARYL'ËTH	540 N.E. 127TH STREET	NORTH MIAMI	FLORIDA	33161		73 YEARS OLD
LOUIS	JOACHIM	14715 N.E. 120TH STREET	NORTH MIAMI	FLORIDA	33161		57 YEARS OLD
LOUIS	GEORGES	131 N.E. 129TH STREET	NORTH MIAMI	FLORIDA	33161		58 YEARS OLD
LOUIS-JEUNE	AZIO	12815 N.E. 11TH AVENUE	NORTH MIAMI	FLORIDA	33161		
MARIE	EPLIPHA	490 N.W. 133RD STREET	NORTH MIAMI	FLORIDA	33168		
MARIELLY	AMIE MARIE	13515 N.E. 142ND PLACE	NORTH MIAMI	FLORIDA	33181		
MAURICE	MARIE	680 N.E. 143RD STREET	NORTH MIAMI	FLORIDA	33161		
MCLEAN	HURELVON	190 N.E. 131ST STREET	NORTH MIAMI	FLORIDA	33161		
MILFORD	SONYA	12700 N.W. 1ST AVENUE	NORTH MIAMI	FLORIDA	33168		50 YEARS OLD
MOISE	MARIE	1175 N.E. 142ND STREET	NORTH MIAMI	FLORIDA	33161		
MOLINE	JEAN LAGNEAU	11080 N.E. 12TH AVENUE	NORTH MIAMI	FLORIDA	33161		
MOLINE	JEAN	445 N.E. 131ST STREET	NORTH MIAMI	FLORIDA	33161		
MONTROSE	ANTONIO/MORTALINE	1610 N.W. 133RD STREET	NORTH MIAMI	FLORIDA	33167		
MOSES	LUCIENNE	1200 N.W. 129TH STREET	NORTH MIAMI	FLORIDA	33161		
MOTHERSILL	CAROL	670 N.W. 137TH STREET	NORTH MIAMI	FLORIDA	33167		
NAISSANCE	MARCELIN & BEATRICE	1545 N.W. 127TH STREET	NORTH MIAMI	FLORIDA	33167		75 YEARS OLD
ODIUS	HYVENS	14710 N.E. 18TH AVENUE	NORTH MIAMI	FLORIDA	33181		
PACHACO	SONYA	1510 N.E. 139TH STREET	NORTH MIAMI	FLORIDA	33161		73 YEARS OLD
PAULK	HERBERT	855 N.W. 126TH STREET	NORTH MIAMI	FLORIDA	33161		
PETIT CAR	SILACE	13290 N.E. MIAMI COURT	NORTH MIAMI	FLORIDA	33161		
PETIT-FART	LUCIENE	13385 N.E. 2ND AVENUE	NORTH MIAMI	FLORIDA			
PIERRE	LUDE	1090 N.E. 145TH STREET	NORTH MIAMI	FLORIDA	33161		
PIERRE	JEANINE	12165 N.W. 6TH AVENUE	NORTH MIAMI	FLORIDA	33168		
PREVILUS	ROSE MELITE	13501 S. BISCAYNE DRIVE	NORTH MIAMI	FLORIDA	33161		
PRINCIVL	MYRIAM	1095 N.E. 145TH STREET	NORTH MIAMI	FLORIDA	33161		
QUESTY	SEIDE	1075 N.W. 123RD STREET	NORTH MIAMI	FLORIDA	33168		
RAYMOND	PHARA MARIE	837 N.E. 140TH	NORTH MIAMI	FLORIDA	33168		
REYES	JORGES	12580 N.E. 15TH AVENUE	NORTH MIAMI	FLORIDA	33161		
RICHARD	MADIANA	14125 N.W. 5TH COURT	NORTH MIAMI	FLORIDA	33168		
RODRIQUEZ	ALTAGARCIA	595 N.W. 140TH TERRACE	NORTH MIAMI	FLORIDA	33168		60 YEARS OLD
RODRIQUEZ	RAUL	1211 N.E. 130TH STREET	NORTH MIAMI	FLORIDA	33161		
ROMA	ZAIDA	1125 N.E. 144TH STREET	NORTH MIAMI	FLORIDA	33161		
RUTH	FRANÇOIS	1136 N.W. 120TH STREET	NORTH MIAMI	FLORIDA	33168		
SAINT-HALAIRE	MARIE	770 N.W. 133RD STREET	NORTH MIAMI	FLORIDA	33168		50 YEARS OLD
SAINT-LOUIS	IFROSSA/GEORGETTE	1305 N.E. 139TH STREET	NORTH MIAMI	FLORIDA	33161		
SMART	PETRA	470 N.W. 120TH STREET	NORTH MIAMI	FLORIDA	33168		
TANIS	MARIE M.	13845 N.W. 5TH PLACE	NORTH MIAMI	FLORIDA	33168		49 YEARS OLD
TOUTPOISSANT	RENE	12690 N.W. MIAMI COURT	NORTH MIAMI	FLORIDA	33161		
TURENE	FRANKLINERNA	155 N.E. 121ST TERRACE	NORTH MIAMI	FLORIDA	33161		
VIL SAINT-PIERRE	MARIANA	465 N.W. 134TH	NORTH MIAMI	FLORIDA	33168		
YVES	CARLINE	930 N.E. 140TH STREET	NORTH MIAMI	FLORIDA	33161		

703 Applicants in City's Waiting List

Item IV



AGENDA ITEM IV

NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY

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

Executive Director
Tony E. Crapp, Sr.

CRA Attorney
Steven W. Zelkowitz

Date: January 31, 2007

To: Chairman and Members
CRA Advisory Committee

From: Tony E. Crapp, Sr.
Executive Director

Subject: Proposed Comcast Cable Service Agreement for the
Pioneer Gardens housing development

Attached please find a proposed service agreement as referenced above for your consideration and recommendation to the CRA Board. The CRA's review and approval of this agreement is required pursuant to section 4.7 – Third Party Services in the Development Agreement between the CRA and North Miami Housing for the Pioneer Gardens housing development. Pursuant to the provisions of that section of the agreement, all agreements for third party services shall be in writing and subject to written approval of the CRA which shall not be unreasonably withheld, delayed or conditioned.

NMCRAAC agenda item re Comcast Service for Pioneer Gardens for
20507 tecsr 013007

PO Box 610655
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www.NorthMiamiCRA.org

*Helping Build
North Miami's
Tomorrow!*

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

THIS INSTALLATION AND SERVICES AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2007, by and between COMCAST OF SOUTH FLORIDA II, INC. (the "Company"), whose address is 18601 NW 2nd Avenue, Miami, FL 33169 and NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic (the "Owner"), who owns or has control over certain real estate and improvements located thereon known as Ruck's Park, located between NE 4th and 5th Avenue and NE 137th and 139th Street, North Miami, FL 33125 (the "Premises"), consisting of 136 residential units plus any units added or constructed in the future on the Premises.

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

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

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

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

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

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

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

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

4. Easement. The Owner has the authority to grant and does hereby grant an easement in favor of the Company to place its lines across the Premises and to operate the System, and shall cause such easement to run with the Premises. The easement shall last until the end of the term and thereafter for a period of time, not to exceed six (6) months, during which the Company may remove the Company Wiring, or any portion thereof. The Owner hereby agrees to execute the form of easement attached hereto as Exhibit A.

5. Access. The Owner will allow Company personnel to enter all common areas of the Premises for the purposes of auditing, selling or disconnecting service, installing, maintaining, repairing, replacing or removing equipment and apparatus connected with the provision of the Services and will use reasonable efforts to assure the Company access to any parts of the Premises over which it does not have control for the same purposes. To the extent

known and upon request, Owner will supply the names and unit numbers of residents at reasonable intervals. Owner shall cooperate with the Company to prevent (i) the unauthorized possession of converters or channel selectors and (ii) the unauthorized reception of the Services.

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

7. Fees and Charges for Services. The terms, conditions, charges and fees for the Services provided to residents at the Premises shall be contained in contracts between the Company and individual residents. The Owner assumes no liability or responsibility for service charges contracted for by residents. All billing and collections from residents will be accomplished by the Company. The Services shall be those services that the Company offers to residential customers in the Company's franchise area where the Premises is located. The fees and charges for the Services shall not exceed the Company's then current residential retail rate card in the Company's franchise area where the Premises is located.

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

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

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

11. Insurance. The Company agrees to maintain public liability insurance and property damage liability insurance as required by the Company's Franchise Agreement with the Franchise Authority. Upon request, the Company will provide the Owner with a certificate evidencing such insurance.

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

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

14. Termination.

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

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

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

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

17. Miscellaneous.

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

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

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

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

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

f) Notices. All notices, demands, requests or other communications given

under this Agreement shall be in writing and be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to Owner:

North Miami Community Redevelopment Agency
615 N.E. 124th Street
North Miami, FL 33161
Attn.: Nadine Pierre-Louis, Senior Vice President of Administration

With a copy to:

GrayRobinson, PA
401 East Las Olas Boulevard, Suite 1850
Fort Lauderdale, FL 33301
Attn.: Gary Resnick, Esq.

If to the Company:

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

With a copy to:

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

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

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

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

WITNESS/ATTEST

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

Name:

By: _____

Kevin A. Burns, Chairman

Name:

By: _____

Tony E. Crapp, Sr., Executive Director

Name:

By: _____

Frank Wolland, City Clerk

Approved as to form and legal sufficiency:

Name:

By: _____

Gray Robinson, P.A., CRA Attorney

ATTEST

COMCAST OF SOUTH FLORIDA II, INC.

By: _____

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

EXHIBIT A

GRANT OF EASEMENT

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

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

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

LEGAL DESCRIPTION:
(See Attached Exhibit)

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

This easement shall run with the land for so long as Grantee, its successors or assigns provides broadband service to the Property.

Executed this _____ day of _____, 2007.

<u>WITNESS/ATTEST</u>	<u>NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic</u>
_____ Name:	By: _____ Kevin A. Burns, Chairman
_____ Name:	By: _____ Tony E. Crapp, Sr., Executive Director
_____ Name:	By: _____ Frank Wolland, City Clerk
	<u>Approved as to form and legal sufficiency:</u>
_____ Name:	By: _____ Gray Robinson, P.A., CRA Attorney

ATTEST: **COMCAST OF SOUTH FLORIDA II, INC.**

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

COMPENSATION AGREEMENT

BETWEEN

NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY and COMCAST OF SOUTH FLORIDA II, INC.

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

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

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

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

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

- b) Developer has full authority to enter into this Compensation Agreement and to perform its obligations hereunder.
 - c) Developer, its employees and agents shall at all times during the term of this Compensation Agreement comply with all applicable laws, ordinances, rules and regulations.
 - d) There are no decrees, orders of any court or administrative agency, consent agreements, or pending formal or informal governmental investigations which would prohibit or affect Developer's ability to perform its obligations hereunder or to construct the Premises.
 - e) The Developer shall file or submit on a timely basis all documents, applications and papers necessary to obtain all permits, licenses and approvals required to construct the Premises.
- 4) In the event either party defaults in the performance of this Compensation Agreement, the non-defaulting party shall give the defaulting party written notice specifying the nature of such default and identifying the specific provision in this Compensation Agreement which gives rise to the default. The defaulting party shall have fifteen (15) days to either (i) notify the non-defaulting party that no default occurred, (ii) cure the default, or (iii) if such default is incapable of cure within such fifteen (15) day period, commence curing the default within such fifteen (15) day period and diligently pursue such cure to completion within thirty (30) days. If the defaulting party fails to do so within the time frames specified in the preceding sentence, the non-defaulting party may terminate this Compensation Agreement.
- 5) In addition to any and all other remedies available to the Company at law or in equity, in the event Developer, its successors, assigns, principals, subsidiaries, affiliates, partners, joint venturers, employees, officers or directors, permits another multi-channel video distributor to provide service to the Premises within the first six years of the effective date of the Installation and Service Agreement, unless required to do so by applicable law, (i) this Compensation Agreement shall terminate immediately, (ii) Developer's right to receive the Per Unit Compensation shall terminate immediately and (iii) Developer shall refund to the Company a portion of the Per Unit Compensation paid by the Company up to the date of termination in an amount equal to (A) the total Per Unit Compensation paid to the date of termination, divided by (B) the number of years in the original twelve (12) year term of the Agreement, multiplied by (C) the number of years remaining in the original twelve (12) year term of the Agreement as of termination date of this Compensation Agreement.

- 6) This Compensation Agreement may not be assigned by Developer without the prior written consent of the Company, which consent shall not be unreasonably withheld.
- 7) This Compensation Agreement shall be governed and construed in accordance with the laws of the jurisdiction in which the Premises are located.
- 8) All disputes under this Compensation Agreement shall be submitted to, and settled by arbitration in accordance with the rules of the American Arbitration Association. The parties shall appoint a mutually agreeable arbitrator reasonably familiar with multi-channel video program distribution systems and services. In the event the parties are unable to agree to a single arbitrator, the dispute shall be submitted to a panel of three (3) arbitrators, one of which shall be reasonably familiar with multi-channel video program distribution systems and services. Each party shall appoint an arbitrator and the two arbitrators so appointed shall then select a third arbitrator. The arbitrators shall apply applicable federal laws and regulations and the laws of the jurisdiction in which the Development is located, without regard to its choice of law principles. The decision of the arbitrators shall be binding and conclusive on all parties involved, and judgment upon their decision may be entered in a court of competent jurisdiction. The prevailing party in any such arbitration shall be entitled to collect from the non-prevailing party, all costs of the arbitration, including reasonable attorneys' fees.

(THIS SECTION INTENTIONALLY LEFT BLANK)

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

WITNESS/ATTEST

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

Name: By: _____
Kevin A. Burns, Chairman

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

Name: By: _____
Frank Wolland, City Clerk

Approved as to form and legal sufficiency:

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

ATTEST:

COMCAST OF SOUTH FLORIDA II, INC.

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

Item V



AGENDA ITEM V

NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY

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

Executive Director
Tony E. Crapp, Sr.

CRA Attorney
Steven W. Zelkowitz

Date: January 31, 2007

To: Chairman and Members
CRA Advisory Committee

From: Tony E. Crapp, Sr.
Executive Director

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

Attached please find a proposed first amendment as referenced above for your consideration and recommendation to the CRA Board. The purpose of this amendment is to conform the property legal description as attached to the subject interlocal agreement to the recent survey of the property that has been conducted and certified by Craven Thompson & Associates, Inc.

NMCRAAC agenda item re first amendment to interlocal for conveyance of Pioneer Gardens property for 20507 tecsr 013007

*Helping Build
North Miami's
Tomorrow!*

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

www.NorthMiamiCRA.org

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

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

RECITALS

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

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

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

Section 1. Recitals and Authority.

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

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

Section 2. Conflict; Defined Terms; Ratification.

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

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

Section 3. The Property.

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

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

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

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

[THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK]

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

CITY OF NORTH MIAMI, FLORIDA,
a Florida municipal corporation

By: _____
Clarence Patterson, City Manager

ATTEST:

By: _____
Frank Wolland, City Clerk

Approved as to form and legal sufficiency

By: _____
City Attorney

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

By: _____
Kevin A. Burns, Chairman

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

Attest:

By: _____
Frank Wolland, City Clerk

Approved as to form and legal sufficiency:

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

EXHIBIT "A"

QUIT-CLAIM DEED WITH LEGAL DESCRIPTION

This instrument prepared by and
after recording return to:

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

Tax Folio No. 06-2219-000-1620

QUIT-CLAIM DEED

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

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

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

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

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

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

Witnesses:

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

Print Name: _____

By: _____
Clarence Patterson, City Manager

Print Name: _____

Attest:

By: _____
Frank Wolland, City Clerk

Approved as to form and legal sufficiency:

By: _____
City Attorney

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

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

Notary Public, State of Florida

Print Name

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

EXHIBIT "A"

DESCRIPTION:

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

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

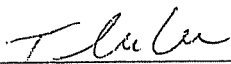
SAID LANDS SITUATE LYING AND BEING IN THE CITY OF NORTH MIAMI, MIAMI-DADE COUNTY, FLORIDA AND CONTAIN 0.030 ACRES OR (1,294 SQUARE FEET) MORE OR LESS

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

CERTIFICATE:

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

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



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

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



Craven • Thompson & Associates, Inc.
ENGINEERS • PLANNERS • SURVEYORS

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

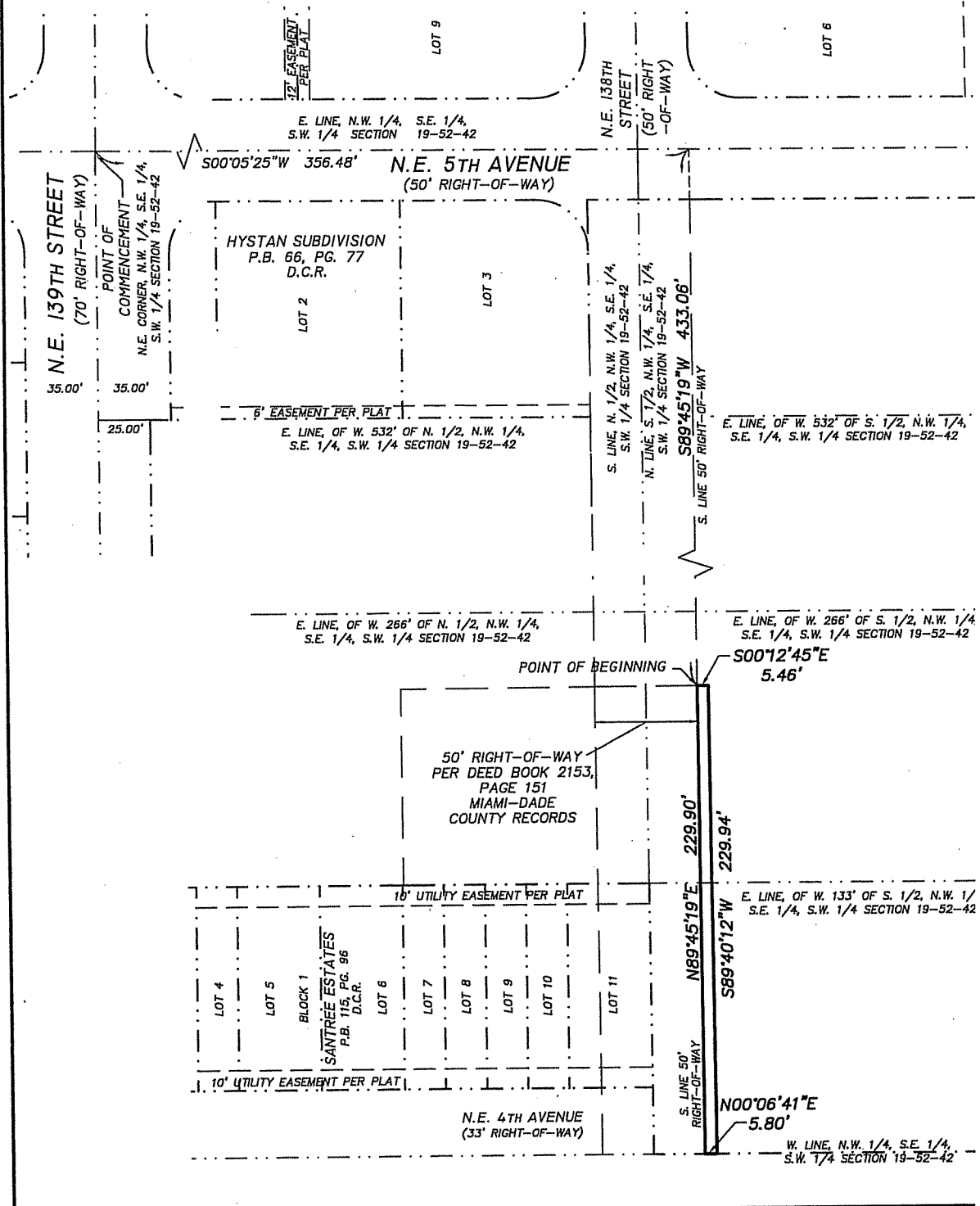
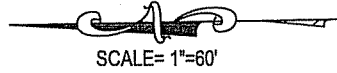
MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF CRAVEN-THOMPSON & ASSOCIATES, INC. WRITING CRAVEN-THOMPSON & ASSOCIATES, INC. COPYRIGHT © 2000

FOR: CITY OF NORTH MIAMI

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

SKETCH TO ACCOMPANY DESCRIPTION

ADDITIONAL LANDS TO BE ACQUIRED



UPDATES and/or REVISIONS	DATE	BY	CK'D

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

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

Original
Agreement

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (this "Agreement") is entered into this 24~~th~~ day of January, 2006 between the **CITY OF NORTH MIAMI, FLORIDA**, a Florida municipal corporation (the "City") and the **NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (the "CRA") (the City and CRA are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties").

RECITALS

1. The City is the owner of certain real property commonly known as Ruck's Park more particularly described in Exhibit "A" attached to this Agreement and by this reference made a part hereof (the "Property").

2. The City desires to assist the CRA with the redevelopment of Property as an affordable housing project by transferring title to the Property to the CRA, and the CRA has agreed to accept title to the Property, all subject to the terms and provisions of this Agreement.

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

Section 1. Recitals and Authority.

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

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

Section 2. Conveyance and Property Records.

2.1 Transfer of Title. Subject to the terms and conditions of this Agreement, the City agrees to transfer title in, and the CRA agrees to take title to, the Property. The conveyance of the Property by the City to the CRA shall be for a nominal amount. The City shall convey fee simple title by Quitclaim Deed to the CRA in the form attached hereto as Exhibit "B" and by this reference made a part hereof (the "Deed").

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

2.3 Property Records. Upon the request of the CRA, the City shall deliver copies of available information relating to the Property including boundary and site surveys, utility location drawings, soil borings, environmental reports, "as-built" documentation, if any, and other similar documentation concerning the Property, which are in records currently held by City. The City shall not be obligated to obtain, create or draft such documents if such are not within the possession or control of the City.

Section 3. As-Is Condition of Property. THE CRA ACKNOWLEDGES AND AGREES THAT THE CITY HAS MADE NO REPRESENTATIONS OR WARRANTIES AS TO THE QUALITY OR CONDITION OF THE PROPERTY INCLUDING BUT NOT LIMITED TO THE ENVIRONMENTAL CONDITION THEREOF, AND THAT THE CRA IS NOT RELYING UPON ANY ORAL OR WRITTEN REPRESENTATION OR INDUCEMENT THAT MAY HAVE BEEN MADE BY THE CITY OR ITS REPRESENTATIVES, AGENTS OR EMPLOYEES WITH RESPECT TO THE QUALITY OR THE PRESENT OR FUTURE CONDITION, ENVIRONMENTAL OR OTHERWISE, OF THE PROPERTY. CRA ACKNOWLEDGES AND AGREES THAT THE CONVEYANCE OF THE PROPERTY IS "AS IS" IN ALL RESPECTS WITHOUT ANY WARRANTY OR REPRESENTATION FOR ANY PURPOSE, EXPRESS OR IMPLIED. THE FOREGOING SHALL EXPRESSLY SURVIVE THE EXECUTION, DELIVERY AND RECORDING OF THE DEED.

Section 4. Re-Conveyance of Property to City. If building permit(s) have not been issued by the City for the development of the Property as an affordable housing project by the date which is four (4) years from the date hereof, the City shall have the right to request that the CRA re-convey the Property to the City at any time thereafter. Any such request by the City shall be in writing. Within thirty (30) days of receipt of the City's written request, the CRA shall convey title to the Property to the City. The conveyance of the Property by the CRA to the City shall be for a nominal amount. The conveyance of the Property by the CRA to the City shall be by deed in a form substantially similar to the Deed used to convey the Property to the CRA. The City, at its sole cost and expense, shall record such deed in the Public Records of Miami-Dade County. The Parties acknowledge that the conveyance of the Property from the CRA to the City is currently not subject to State of Florida documentary stamp taxes pursuant to Section 12B-4.014, Florida Administrative Code. Notwithstanding the foregoing, if building permit(s) are issued at any time after such four (4) year period, but prior to the City's written request for re-conveyance of the Property, the City's right to request such re-conveyance shall terminate upon the issuance of such building permit(s) and be of no further force and effect.

Section 5. Miscellaneous.

5.1 Headings. The headings of the sections of this Agreement are for convenience only and do not affect meanings of any provisions hereof.

5.2 Amendment. The terms, covenants, conditions and provisions of this Agreement cannot be altered, changed, modified or added to, except in writing signed by the City and the CRA.

5.3 Third Party Beneficiaries. Neither of the Parties intend to directly or substantially benefit any third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

5.4 Construction. Both Parties have substantially contributed to the drafting and negotiation of this Agreement and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

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

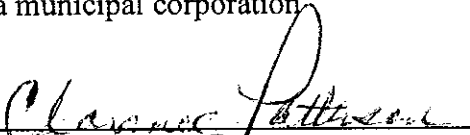
5.6 Invalidity. If any term or provision of this Agreement, or the application thereof to any person or circumstance is determined to be invalid or unenforceable, then to the extent that the invalidity or unenforceability thereof does not deprive a Party of a material benefit afforded by this Agreement,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

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

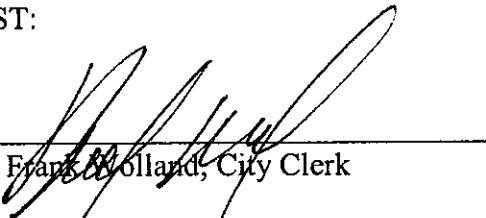
[THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK]

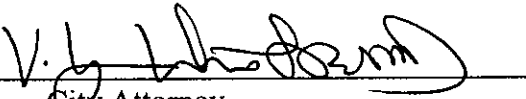
IN WITNESS WHEREOF, the City and the CRA hereto have caused this Agreement to be executed as of the day and year first above written.

CITY OF NORTH MIAMI, FLORIDA,
a Florida municipal corporation

By: 
Clarence Patterson, City Manager

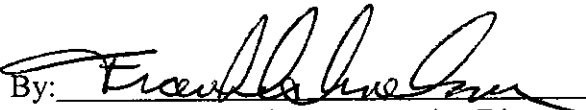
ATTEST:

By: 
Frank Wolland, City Clerk
Approved as to form and legal sufficiency

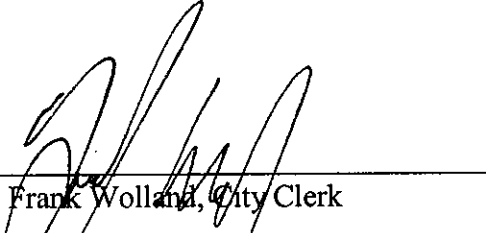
By: 
City Attorney

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

By: 
Kevin A. Burns, Chairman

By: 
Frank Schnidman, Executive Director

Attest:

By: 
Frank Wolland, City Clerk
Approved as to form and legal sufficiency:


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

EXHIBIT "A"

A PORTION OF THE NORTHWEST ONE-QUARTER (N.W. $\frac{1}{4}$), OF THE SOUTHEAST ONE-QUARTER (S.E. $\frac{1}{4}$), OF THE SOUTHWEST ONE-QUARTER (S.W. $\frac{1}{4}$) OF SECTION 19, TOWNSHIP 52 SOUTH, RANGE 42 EAST, TOGETHER WITH A PORTION OF THE RIGHT-OF-WAY FOR N.E. 138th STREET (TO BE VACATED) AS SHOWN ON THE PLAT OF HYSTAN SUBDIVISION, RECORDED IN PLAT BOOK 66, PAGE 77 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID NORTHWEST ONE-QUARTER (N.W. $\frac{1}{4}$), OF THE SOUTHEAST ONE-QUARTER (S.E. $\frac{1}{4}$), OF THE SOUTHWEST ONE-QUARTER (S.W. $\frac{1}{4}$); THENCE SOUTH 00°04'49" WEST, ALONG A PORTION OF THE EAST LINE OF SAID NORTHWEST ONE-QUARTER (N.W. $\frac{1}{4}$), OF THE SOUTHEAST ONE-QUARTER (S.E. $\frac{1}{4}$), OF THE SOUTHWEST ONE-QUARTER (S.W. $\frac{1}{4}$), A DISTANCE OF 359.34 FEET; THENCE NORTH 89°57'26" WEST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF N.E. 5th AVENUE; THENCE CONTINUE NORTH 89°57'26" WEST, A DISTANCE OF 167.71 FEET; THENCE SOUTH 00°19'48" WEST, A DISTANCE OF 170.00 FEET; THENCE NORTH 89°40'12" EAST, A DISTANCE OF 166.50 FEET TO A POINT ON SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 00°04'49" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 109.84 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF S.W. 137th STREET, SAID LINE ALSO BEING 25.00 FEET NORTH OF AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF SAID NORTHWEST ONE-QUARTER (N.W. $\frac{1}{4}$), OF THE SOUTHEAST ONE-QUARTER (S.E. $\frac{1}{4}$), OF THE SOUTHWEST ONE-QUARTER (S.W. $\frac{1}{4}$); THENCE NORTH 89°40'12" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 638.15 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST ONE-QUARTER (N.W. $\frac{1}{4}$), OF THE SOUTHEAST ONE-QUARTER (S.E. $\frac{1}{4}$), OF THE SOUTHWEST ONE-QUARTER (S.W. $\frac{1}{4}$); THENCE NORTH 00°06'41" EAST, ALONG SAID WEST LINE, A DISTANCE OF 276.51 FEET; THENCE NORTH 89°40'12" EAST, A DISTANCE OF 229.94 FEET; THENCE NORTH 00°12'45" WEST, A DISTANCE OF 149.97 FEET; THENCE SOUTH 89°47'15" WEST, A DISTANCE OF 96.08 FEET TO A POINT ON THE EAST LINE OF SANTEE ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 115, PAGE 96 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE NORTH 00°06'41" EAST, ALONG SAID EAST LINE, A DISTANCE OF 187.34 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 1 OF SAID SANTEE ESTATES; THENCE NORTH 89°47'15" EAST, ALONG A LINE 25.00 FEET SOUTH AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER (N.W. $\frac{1}{4}$), OF THE SOUTHEAST ONE-QUARTER (S.E. $\frac{1}{4}$), OF THE SOUTHWEST ONE-QUARTER (S.W. $\frac{1}{4}$) A DISTANCE OF 399.01 FEET TO A POINT ON THE EAST LINE OF THE WEST 532 FEET OF SAID NORTHWEST ONE-QUARTER (N.W. $\frac{1}{4}$), OF THE SOUTHEAST ONE-QUARTER (S.E. $\frac{1}{4}$), OF THE SOUTHWEST ONE-QUARTER (S.W. $\frac{1}{4}$), SAID LINE BEING COINCIDENT WITH THE WEST LINE OF SAID HYSTAN SUBDIVISION; THENCE SOUTH 00°06'41" WEST, ALONG SAID WEST LINE, A DISTANCE OF 281.60 FEET TO THE SOUTHWEST CORNER OF LOT 3 OF SAID HYSTAN SUBDIVISION; THENCE NORTH 89°43'44" EAST, ALONG THE SOUTH LINE OF SAID LOT 3 AND ITS EASTERLY EXTENTION A DISTANCE OF 105.96 FEET TO A POINT ON SAID WEST RIGHT-OF-WAY LINE OF N.E. 5th AVENUE; THENCE SOUTH 00°04'49" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 52.74 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF NORTH MIAMI, MIAMI-DADE COUNTY FLORIDA AND CONTAINING 6.289 ACRES (273,962 SQUARE FEET) MORE OR LESS.

EXHIBIT "B"

This instrument prepared by and
after recording return to:

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

Tax Folio No.

QUIT-CLAIM DEED

THIS QUIT CLAIM DEED executed this ____ day of January, 2006, by the **CITY OF NORTH MIAMI, FLORIDA**, a Florida municipal corporation, whose mailing address is 776 N.E. 125th Street, North Miami, Florida 33161 (hereinafter referred to as "Grantor"), to and in favor of the **NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY**, whose mailing address is 615 N.E. 124th Street, North Miami, Florida 33161 (hereinafter referred to as "Grantee").

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

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

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

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

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

Witnesses:

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

Print Name: _____

By: _____
Clarence Patterson, City Manager

Print Name: _____

Attest:

By: _____
Frank Wolland, City Clerk

Approved as to form and legal sufficiency:

By: _____
City Attorney

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

The foregoing instrument was acknowledged before me this ____ day of January, 2006, by Clarence Patterson, as City Manager of the CITY OF NORTH MIAMI, a Florida municipal corporation, who (check one) [] is personally known to me or [] has produced a Florida drivers license as identification.

Notary Public, State of Florida

Print Name

My Commission Expires:

Item VI

City of North Miami

SAVE THE DATE!

The City of North Miami Community Planning & Development Department is inviting local residents, businesses and civic organizations to join us for an important community workshop with the Mayor and Council as we embark on the final phase in the update of The City's Comprehensive Plan.



What's on the agenda for this workshop?

- Life after the referendum...what's next?
- Unveiling of the City's proposed **Future Land Use Map**, which will identify the location of the proposed heights and densities that will be included in the final Comprehensive Plan.
- Review impact assessment of public facilities based on proposed **heights and densities** identified on the proposed Future Land Use Map
- Review the timeline for the completion of the comprehensive plan

Who should attend?

- Residents, business owners, civic leaders, property owners and any individual who plans to be a part of North Miami's bright future.

When & Where?

- February 20, 2007 @ 6pm in the Council Chamber, 2nd Floor, City Hall
776 N.E. 125th Street, North Miami FL 33161

✓ **Mark your calendars...you cannot afford to miss this important event!**

For more information, contact Tanya Wilson-Sejour, City Planner
(Community Planning & Development Department) at 305-895-9826.





NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY

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

Executive Director
Tony E. Crapp, Sr.

CRA Attorney
Steven W. Zelkowitz

Date: January 5, 2007
To: Honorable Councilman Jacques Despinosse
CRA Board Member
From: Tony E. Crapp, Sr. *Jack*
Executive Director
Subject: Inquiry on the City of North Miami Comprehensive
Development Master Plan (CDMP) and Zoning Code Re-
Write

This memorandum is in response to your memo dated December 26, 2006 which was received in my office on January 4, 2007. The purpose of your memo was to request an update on the Comp Plan and the Zoning Code Re-Write.

As you are aware both of these ongoing efforts are very important in terms of shaping a future development framework for the City of North Miami within which the CRA's Redevelopment Plan will be implemented over the next up to 30 years. The CRA has included funds within its FY 2006-07 budget to fund a portion of the costs to complete both City projects. With regard to the CDMP, the CRA has allocated \$80,000 toward the cost of preparing the new Comp Plan. These funds are available to the City upon request and the CRA has been involved in meetings with City staff and the CDMP consultant. In addition, the CRA has been involved in public workshop meetings regarding the new CDMP. Attached please find the most recently revised timeline for the preparation of the Comp Plan which indicates a targeted date of adoption by the City Council of November 13, 2007. Also note that a joint public workshop with the City Council and the Planning Commission on the draft Future Land Use map (FLUM) is being scheduled for February 20, 2007. The CRA will continue to be closely involved and provide ongoing input to the preparation of the new CDMP for the City.

With regard to the Zoning Code Re-write please be advised that the CRA has allocated \$100,000 in its FY 2006-07 budget toward the cost of this City project. The CRA has been involved in public meetings relative to this ongoing process and on October 9, 2006 a workshop was held with the CRA Advisory Committee relative to the zoning code re-write. The CRA will continue to be closely involved in this ongoing process through its conclusion.

I trust that you will find that the information provided in this memorandum is responsive to your request.

cc: Honorable Chairman and Members
CRA Board of Commissioners

Clarence Patterson, City Manager

Maxine Calloway, Director of CP&D



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

www.NorthMiamiCRA.org

**CITY OF NORTH MIAMI
TIMELINE FOR COMPREHENSIVE PLAN**

Phase	Nature of Work	Due Date	Number of Public Hearings/ Staff Meetings	Deliverables
1.	Review draft Comprehensive Plan and Evaluation & Appraisal Report (EAR)	June 2, 2006	One preliminary meeting with City's Comprehensive Plan Review Committee	None
2.	Visioning Workshop	June 20, 2006	One public workshop and one pre-workshop meeting with staff	Provide 8 Planners for facilitation and create renderings/displays of 6 major corridors: NE 6 th Ave., NW 7 th Ave., NE 125 th St, NE 135 th St and Biscayne Blvd.
3.	Prepare impact analysis based on suggested densities identified at visioning workshop	August 31, 2006	One draft to staff for review	Provide data and analysis and sample goals, objectives and policies of 6 major corridors.
4.	Workshops with homeowners association to review impact analysis	2 nd and 3 rd week of Sept. 2006	No more than seven workshops anticipated	Provide at least two Planners to facilitate community workshops.
5.	Provide draft FLUM to Planning Commission (Impact analysis will be incorporated into the updated Comprehensive Plan per Florida Statue requirements)	February 20, 2007	One joint public workshop with Planning Commission and City Council	Five (5) hard copies and an electronic copy of draft FLUM
6.	Provide draft of Comprehensive Plan to city staff	May 11, 2007	One day of meeting with staff	Three (3) hard copies and an electronic copy of each draft
7.	Finalize draft, provide to City and attend LPA hearing	June 5, 2007	One Planning Commission Meeting	Five (5) hard copies and an electronic copy of each draft
8.	Attend City Council meeting for first reading of adoption and transmit to DCA	June 26, 2007	One City Council Meeting	Five (5) hard copies and an electronic copy to be provided at cost
9.	Receive ORC report from DCA (60 days)	August 5, 2007	n/a	n/a
10.	Address DCA ORC (60 days)	October 5, 2007	n/a	Revised Comprehensive Plan
11.	Attend Final Adoption Hearing at City Council and transmit to DCA	Nov 13, 2007	One City Council Meeting	Five (5) hard copies and an electronic copy to be provided at cost
12.	Obtain NOI from DCA	Dec 31, 2008	n/a	none
13.	Challenge period expires and process is fully complete	Jan 20, 2008	n/a	none



Memo

TO: Tony Crapp, CRA Executive Director

FROM: Councilman Jacques Despinosse

DATE: December 26, 2006

RE: **Inquiry on the Comp Plan**

Please provide an update on the Comp Plans and the Zoning Code Rewrite.

Your response to this request will be appreciated.

Thanks

JD/sst

Cc Maxine Calloway, Director of CP&D

RECEIVED

JAN 04 2007

Item VII



Advisory Committee Members

Appointed by Kevin Burns, Chair

Bill Valentine	Resident	9/11/2007
Vacant	Business	9/11/2008

Appointed by Michael Blynn

Michael McDearmaid	Resident	9/11/2007
Vacant	Business	9/11/2008

Appointed by Jacques Despinosse

Inez Couch	Resident	9/11/2008
Jean Monestime	Business	9/11/2007

Appointed by Scott Galvin

Clark Reynolds	Business	9/11/2007
Armando Vidal	Resident	9/11/2008

Appointed by Marie Erlande Steril

Duke Sorey	Resident	9/11/2007
Dr. Smith Joseph	Business	9/11/2008

At-large

Blanca Cobo	Business	9/11/2007
Judy Feldman	Resident	9/11/2008