Memorandum

MIAMI-DADE COUNTY

Date: May 3, 2005

Agenda Item No. 5(K)

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Approving the City of North Miami Community Redevelopment Plan and approval and authorization for the County Manager to execute interlocal agreement

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RECOMMENDATION

It is recommended that the Board of County Commissioners (the "Board") approve the attached City of North Miami Community Redevelopment Agency Community Redevelopment Plan (the "Plan") and also approve the attached interlocal agreement between the City of North Miami (the "City"), the North Miami Community Redevelopment Agency (the "Agency", or "CRA") and Miami-Dade County, Florida (the "County") which establishes the terms and conditions for the implementation of the Plan. This agreement is necessary in order for the City of North Miami to proceed with the redevelopment of the project area.

BACKGROUND

In 1969, the Florida Legislature enacted the Community Redevelopment Act of 1969 as it is contained in Part III of Chapter 163, Florida Statutes, as amended (the "Act"). The Act authorizes counties and municipalities in the State of Florida to create community redevelopment agencies, to prepare redevelopment plans for certain defined areas within their boundaries designated as community redevelopment areas and to delegate redevelopment powers to the Agency at the discretion of the County and City, after a finding has been made determining that slum or blight exists within a defined area.

In July 2004, the Board adopted Resolution R 837-04 (Exhibit E) finding the City of North Miami Community Redevelopment Area to be a slum and/or blighted area, and delegating to the City the power to create the Agency and establish an Agency Board with the sole power to prepare a Plan. The City of North Miami (the "City") has prepared a Redevelopment Plan, which was adopted by the Agency and, subsequently, the City Council of the City of North Miami on March 18, 2005 (Resolution Nos. R-3-2005-1 and R-2005-18, Exhibits B, B2). The Plan was reviewed by the City of North Miami Planning Commission and found to be consistent with the City's Comprehensive Master Plan, as required by Florida Statutes.

In order to implement the Plan, the City Council of the City of North Miami has requested that the Board approve the Plan and that further redevelopment powers under the Act be delegated to it by the Board. Said delegations are to be granted by this Board and formalized through an interlocal agreement (the form of which is attached, Exhibit D) between the County, the City, and the Agency. It should be noted that the financial projections contained in the Redevelopment Plan are based on County and City tax increment contribution rate of 95% for the entire area, with a return of the Tax Increment revenues

derived from the area to the west of Biscayne Boulevard. The City will contribute its share of its refund back to the CRA, while the County retains its share of the refund as revenue to its General Fund. The dollar equivalent of the County Tax Increment Revenues to be refunded will be excluded from each annual budget of the CRA, so as to allow the refunding under the Florida Statutes, Chapter 163, part III. The attached correspondence dated December 21, 2004 from the City to the County reflects the City's willingness to accept the County's Tax Increment contribution guidance.

The North Miami Community Redevelopment Area was designated by the City Council and adopted in December 2003. The redevelopment area covers and area of approximately 3,249 acres of the City's 5,600 acres. A significant portion of the City's housing stock and commercial property has deteriorated, is now underdeveloped, or functionally obsolete. This underdevelopment has led to severely low taxable values in large areas of the City and consequently affects the City's ability to deliver services in response to demands. The CRA boundaries were chosen as the most appropriate area in which to exercise community redevelopment powers and implement catalytic projects that would arrest and permanently eliminate blight within the City.

The County and the City have had discussions during the past year regarding the steps necessary to create a workable plan. Correspondence is attached as Exhibit F. The City proposes a 2-Phased Redevelopment Plan. At this time however, Board approval is being sought only for Phase I of the Redevelopment Plan. The Council is in the process of revising the City's Comprehensive Master Plan and zoning regulations. Phase II of the Redevelopment Plan will be prepared concurrent with the revisions to the Comprehensive Master Plan and submitted for Board approval as a proposed amendment to the Plan. There are two issues, the resolution of which should be addressed in the interlocal agreement between the City and the County. The first issue is that the City is suggesting the County approve a master bond instrument which would include mutually agreed upon provisions of duration, contributions and other required provisions that would be the basis for subsequent financing instruments. Secondly, the City is requesting that the County delegate to the CRA a blanket power of eminent domain. The County proposes to reserve its powers relative to the issuance of debt and the use of eminent domain and the implementation of community policing programs. Therefore the County will review and consider for approval all uses of eminent domain, community policing and bond issuance powers only when detailed proposals are submitted by the City.

The largest component of the economic and social success of the redevelopment plan rests on the financial feasibility of a large-scale housing program to be undertaken as a result of this plan – approximately 5,500 units of rehabilitated/remodeled or new affordable housing will be created. In 2002, the City concluded a successful competitive selection procedure to lease the City's Munisport Site, 193 acres east of Biscayne Boulevard (the "Biscayne Landing"), within the Interama Tract. This area is integral to the Redevelopment Plan. The existing lease and Development Agreement for Biscayne Landing provides several major advantages for the CRA. The existence of the lease of the City land provides annual lease income directly to the City, which, together with a participation fee upon sale of each housing unit, will assist the City in funding City obligations.

The Biscayne Landing Development Agreement requires the developer to establish an enterprise for the purpose of developing the City's and the CRA's affordable housing programs and at a minimum, to cause one (1) affordable single family or multi-family housing unit to be rehabilitated or created for every unit built at Biscayne Landing. The development program for Biscayne Landing anticipates building approximately 5,500 housing units over a ten (10) year period.

FINANCIAL IMPACT

The financial impact analysis is based on a 15-year period under the assumption that Biscayne Landing will have been completely developed and a substantial portion of the redevelopment programs will have been accomplished. The County's anticipated tax increment payments from the estimated $2.5 billion value of the Biscayne Landings project, at a contribution rate of 95%, are estimated to grow to approximately $14 million dollars annually by completion. The total TIF revenues over thirty years that are available to the CRA, considering both the County and City contributions amount to approximately $1 billion, with a net present value of approximately $ 457 million. This is after the refunds to the County of the Western Portion TIF revenue equivalent. The Plan suggests that the CRA could generate approximately $ 363 million of proceeds from the early issuance of bond anticipation notes. It is conceivable, considering the 30-year maximum life of the CRA, that after 15 years the CRA can develop a program to begin to accelerate repayments of debt issued in the earlier years. In no event, however, will the County be required to approve the issue of any debt that extended repayment terms to beyond the 30 years from inception of the CRA.

Additional fiscal benefits will accrue to the City from lease revenue from Biscayne Landings, and from a development participation agreement on a percentage of sales proceeds of Biscayne Landings units.

The Plan includes approximately 17 redevelopment objectives. Some of the more significant goals being the phasing out of obsolete structures, land use conflicts and nonconforming land uses, as well goals of capital improvements, traffic/transportation design analysis, resident and business relocation and creation of a viable central business district within the CRA.

The Miami-Dade County Tax Increment Financing and Coordinating Committee, has reviewed the Redevelopment Plan and recommends its approval at the 95% funding level with the refunding mechanism of the TIF equivalent amounts from the "Western area".

Tony E. Crapp, Sr.
Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: May 3, 2005

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 5(K)

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 5(K)
05-03-05

RESOLUTION_____

RESOLUTION REGARDING CERTAIN GEOGRAPHIC AREA WITHIN CITY OF NORTH MIAMI, FLORIDA DESCRIBED GENERALLY AS BOUNDED ON THE WEST BY THE CITY OF NORTH MIAMI BOUNDARY; ON THE EAST BY BISCAYNE BOULEVARD; ON THE NORTH BY THE CITY BOUNDARY; AND TO THE SOUTH BY THE CITY BOUNDARY; A SEPARATE CRA BOUNDARY INCLUDING THE "MUNISPORT" PROPERTY EAST OF BISCAYNE BOULEVARD, AND ADJACENT MANGROVE PRESERVE AREAS EAST TO THE ADJACENT FIU PROPERTY ON THE EAST, AND THREE (3) PROPERTIES FRONTING ON THE NORTH SIDE OF NE 151ST STREET, AND FROM BISCAYNE BOULEVARD EAST TO THE FIU CAMPUS WESTERN BOUNDARY; AND ADDITIONAL SEPARATE 17.06 ACRE AREA GENERALLY BOUNDED BY NE 123RD STREET ON THE NORTH, 18TH AVENUE ON THE WEST AND THE ALLEY PARALLELING SANS SOUCI BOULEVARD ON THE SOUTH; ACCEPTING DELIVERY OF REDEVELOPMENT PLAN FROM CITY OF NORTH MIAMI AND MAKING CERTAIN FINDING WITH RESPECT TO SAID REDEVELOPMENT PLAN AND SAID GEOGRAPHIC AREA; ADOPTING SAID REDEVELOPMENT PLAN; APPROVING INTERLOCAL COOPERATION AGREEMENT AMONG COUNTY, CITY OF NORTH MIAMI AND NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY TO IMPLEMENT REDEVELOPMENT ACTIVITIES; AND AUTHORIZING COUNTY MANAGER TO EXECUTE AND DELIVER SAID AGREEMENT; PROVIDING SEVERABILITY

WHEREAS, the Legislature of the State of Florida enacted the Community Redevelopment Act of 1969 during its 1969 Legislative Session, which enactment is presently codified in the Florida Statutes as Part III of Chapter 163, Sections 163.330 through 163.450 (the "Act"); and

WHEREAS, all powers arising through the Act are conferred upon counties with home rule charters, which counties in turn are authorized to delegate the exercise of such powers within the boundaries of a municipality to the governing body of such municipality; and

WHEREAS, such authorization for counties to delegate such powers to municipalities is contained in Section 163.410, Florida Statutes, which states: In any county which has adopted a home rule charter, the powers conferred by this part shall be exercised exclusively by the governing body of such county. However, the governing body of any such county which has adopted a home rule charter may, in its discretion, by resolution delegate the exercise of the powers conferred upon the county by this part within the boundaries of a municipality to the governing body of such a municipality. Such a delegation to a municipality shall confer only such powers upon a municipality as shall be specifically enumerated in the delegating resolution. Any power not specifically delegated shall be reserved exclusively to the governing body of the county. This section does not affect any community redevelopment agency created by a municipality prior to the adoption of a county home rule charter; and

WHEREAS, the City Council of the City North Miami, Florida (the "City Council") adopted Resolution No. R-2004-3 which found that a slum or blighted area exists in a geographic area, described generally as bounded by on the west by the City of North Miami boundary, on the east by Biscayne Boulevard; on the north by the City Boundary; and to the south by the City Boundary. A separate CRA Boundary including the "Munisport" property east of Biscayne Boulevard, and adjacent mangrove preserve areas east to the adjacent FIU property on the east,

and three (3) properties fronting on the north side of NE 151st Street, and from Biscayne Boulevard east to the FIU Campus Western Boundary; an additional separate boundary includes a 17.06-acre area generally between NE 123rd Street on the north, 18th Avenue on the west and the alley paralleling Sans Souci Boulevard on the south, such geographic area being more particularly described in the attached Exhibit "A" (the "Redevelopment Area"), made a finding of necessity as to the rebuilding, rehabilitation, conservation and redevelopment of such Redevelopment Area and declared the need to initiate and prepare a plan for redevelopment of the Redevelopment Area, all of which was affirmed by the City Council pursuant to Resolution No. R-2004-3 adopted on June, 2004; and

WHEREAS, the Board of County Commissioners of Miami-Dade County, Florida (the "Board") adopted Resolution No. R-837-04 on July 2004, which, among other things, declared that a slum or blighted area existed in the Redevelopment Area, determined that it was necessary to redevelop such Redevelopment Area in accordance with the provisions of the Act, and delegated to the City Council the authority to exercise the redevelopment powers conferred upon the Board within the Redevelopment Area in accordance with the Act, to enable the City Council to declare the need for, create and delegate powers to a community redevelopment agency and to initiate, prepare and adopt a plan of redevelopment for final approval by the Board; and

WHEREAS, the City Council, pursuant to Resolution R-2004-3 enacted in June of 2004,, accepted a delegation of powers from the Board, found a need for and created the City of North Miami Community Redevelopment Agency (the "Agency"), declared the members of the City Council to be the members of the Agency, granted the Agency the power to exercise all powers permitted by the Act which were delegated by the Board to the Agency and directed the initiation, preparation and adoption of a redevelopment plan by the Agency; and

WHEREAS, the Planning Board of the City of North Miami, sitting as the local planning agency of the City of North Miami (the "City") reviewed said redevelopment plan and held a public hearing with respect thereto and adopted a recommendation of said redevelopment plan to the City Commission supporting the adoption of such plan in conformity with City's comprehensive plan; and

WHEREAS, the City Council adopted Resolution No. R-2005-18 on March 18, 2005 attached hereto as Exhibit "B" which, after making certain findings at a duly advertised public hearing with respect thereto, approved and adopted the City of North Miami Community Redevelopment Plan (the "Plan"), a copy of which is attached hereto as Exhibit "C" and incorporated herein by reference; and

WHEREAS, the City has requested that the Board approve the Plan; and

WHEREAS, the Board has at this meeting conducted a public hearing with respect to the findings, conclusions and other matters set forth in this Resolution; and

WHEREAS, the County is sympathetic to the needs of the City to reverse the decline which has occurred in said Redevelopment Area, and concurs with the findings of the City Council contained in Resolution No R2005-18 adopted by the City Council on March 18, 2005; and

WHEREAS, this Board desires to accomplish the purposes outlined in the memorandum from the County Manager, a copy of which is attached to this Resolution and incorporated herein, for the reasons delineated therein,

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA:

Section 1. The foregoing recitations are deemed true and correct and hereby incorporated as a part of this Resolution.

Section 2. This Board hereby accepts the delivery of the Plan delivered to it by the City Council.

This Board hereby finds and determines that:

(a) The rehabilitation, conservation or redevelopment or a combination thereof of the Redevelopment Area is necessary in the interest of the public health, safety, morals and welfare of the residents of the City and in the interest of implementing the Act by rehabilitating and revitalizing the area economically and socially, thereby inhibiting the spread of disease and crime, and inter alia improving the tax base, promoting sound growth, and providing improved housing conditions.

(b) A feasible method exists for the location of families who will be displaced from the Redevelopment Area in decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families.

(c) The Plan conforms to the comprehensive plan of the City and the County as a whole.

(d) The Plan gives due consideration to the provision of adequate park and recreational areas and facilities that may be desirable for neighborhood improvement, with special consideration for the health, safety and welfare of children residing in the general vicinity of the site covered by the Plan.

(e) The Plan will afford maximum opportunity, consistent with the sound needs of the County and the City as a whole, for the rehabilitation or redevelopment of the Redevelopment Area by private enterprise.

(f) To the extent that the Redevelopment Area consists of an area of open land to be acquired by the City so as to be developed for residential uses, in whole or in part, such areas may be acquired because it is hereby determined that: (i) a shortage of housing of sound standards and design which is decent, safe, affordable to residents of low or moderate income, including the elderly, and sanitary exists in the City; (ii) the need for housing accommodations has increased in the Redevelopment Area; (iii) the conditions of blight in the Redevelopment Area or the shortage of decent, safe, affordable and sanitary housing cause or contribute to an increase in and spread of disease and crime or constitute a menace to the public health, safety, morals or welfare; and (iv) the acquisition of the area for residential uses is an integral part of and is essential to the program set forth in the Plan.

(g) To the extent that the Redevelopment Area consists of an area of open land to be acquired by the City so as to be developed for non-residential uses, in whole or in part, such areas may be acquired because it is hereby determined that such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the community in accordance with sound planning standards and local community objectives and acquisition may require the exercise of governmental action as provided in the Act because of: (i) defective, or unusual conditions of, title or diversity of ownership which prevents the free alienability of such land; (ii) tax delinquency; (iii) improper subdivisions; (iv) outmoded street patterns; (v) deterioration of site; (vi) economic disuse; (vii) unsuitable topography or faulty lot layouts; (viii) lack of correlation of the area with other areas of the City by streets and modern traffic requirements; or (ix) any combination of such factors or other conditions which retard development of the area.

Section 3. This Board hereby further finds and determines that: (a) the Plan conforms to the comprehensive plan of the City; (b) the Plan is sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements and rehabilitation as may be proposed to be carried out in the Redevelopment Area, zoning and planning changes, if any, land uses, maximum densities and building requirements; (c) the Plan provides for the development of affordable housing in the area; (d) the Plan conforms with the Act; and (e) the Plan is necessary in the interest of the public health, safety, morals and welfare of the residents of the City and will effectuate the purposes of the Act by revitalizing the Redevelopment Area economically and socially, thereby increasing the tax base, promoting sound growth, improving housing conditions and eliminating the conditions which the Florida Legislature in the Act found constituted a menace which was injurious to the public health, safety, welfare and morals of the residents.

Section 4. This Board, after having conducted a public hearing on the matter for the purpose of giving all interested persons an opportunity to express their views, notice of which public hearing was published on _____ in The Miami Herald, a true copy of which notice is attached hereto as Exhibit ___ and made a part hereof, and having made the findings expressed above, hereby approves and adopts the Plan for the Redevelopment Area in accordance with the Act. The Plan is hereby designated as the official redevelopment plan for the Redevelopment Area and it is the purpose and intent of the board and the City Council that the Plan, as same may be supplemented and amended by the City Council and approved by this Board, be implemented in the Redevelopment Area.

Section 5. The Board approves the terms of and authorizes the County Manager to execute the Interlocal Agreement between the County, City, and Agency in substantially the form attached to this resolution as Exhibit "D", subject to the review of the County Attorney.

Section 6. If any section, subsection, sentence, clause or provision of this Ordinance is held invalid, the remainder of this Resolution shall not be affected by such invalidity.

Section 7. This Resolution shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

Section 8. This Resolution does not contain a sunset provision.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman
Dennis C. Moss, Vice Chairman

Bruno A. Barreiro	Dr. Barbara Carey-Shuler
Jose "Pepe" Diaz	Carlos A. Gimenez
Sally A. Heyman	Barbara J. Jordan
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of May, 2005. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency.

Shannon D. Summerset

By:_____
Deputy Clerk

EXHIBIT A.

Appendix Exhibits

Exhibit 1

Boundary Description

City of North Miami
Approved Community Redevelopment Area Boundary

The proposed City of North Miami Community Redevelopment Area Boundary (CRA) consists of one main contiguous boundary as well as other areas that are separate from the main boundary.

For the purpose of this description, the starting point of the main contiguous boundary is the point on the western boundary of the City of North Miami (City) which is located at the centerline of NW 17th Avenue approximately 30 feet south of the Opa Locka Boulevard and NW 17th Avenue intersection. The boundary then proceeds south along the city boundary until it jogs east approximately 220 feet along the rear of the row parcels located directly south of the centerline of 128th Street. It then proceeds south to 127th Street. It then turns west approximately 220 feet to the centerline of NW 17th Avenue. It proceeds south along the city boundary to NW 119th Street and travels east along the centerline until it reaches the western limited access Right-of-Way (R/W) line adjacent to Interstate 1-95. The CRA boundary proceeds north until it reaches the centerline of 121st Street. It proceeds east along 121st Street until it reaches the centerline of NW 2nd Avenue where it then turns right and travels south along the centerline until it reaches the centerline of NE 119th Street. The CRA boundary then travels east along the centerline of NE 119th Street approximately 900 feet. It then turns left and travels north approximately 200 feet. The CRA boundary then turns right approximately 230 feet and then turns left and travels north approximately 220 feet. It then jogs right and travels for approximately 210 feet until it reaches the centerline of North Miami Avenue. The CRA boundary turns left and travels approximately 160 feet to the north along the centerline of North Miami Avenue. It then turns right at the intersection of North Miami Avenue and NE 121st Street. The CRA boundary travels east approximately 650 feet until it reaches the intersection of NE 1st CT. It then travels south approximately 200 feet until it reaches the south R/W line of NE 120th Street and then turns left and travels east approximately 700 feet until it reaches the intersection of NE 2nd Avenue. It then turns left and travels north along the west R/W line of NE 2nd Avenue until it reaches the southern R/W line of NE 123rd Street, where it turns left and travels west approximately 830 feet until it reaches the eastern R/W line of NE Miami Place. It then turns right and travels north approximately 175 feet and then turns west along the northern R/W line of NE 123rd Terrace. It then travels north 360 feet to the rear of the parcels directly south of NE 125th Street, where it then turns right and proceeds east along the southern parcel lines of the parcels directly south of NE 125th Street approximately 1,260 feet until it reaches the western R/W line of NE 2nd Avenue. It then jogs right approximately 40 feet and turns left and travels east along the southern parcel line of the parcel directly south of NE 125th Street approximately 530 feet until it reaches the western edge of Biscayne Canal. It then turns right traveling southeasterly approximately 1,190 feet where it then jogs right southwesterly approximately 10 feet and again jogs left continuing along the western edge of Biscayne Canal approximately 90 feet. It then turns east and travels in a straight line until it reaches the centerline of NE 121st Street. The CRA boundary travels east along the centerline of NE 121st Street and crosses over the Florida East Coast Railway line (FEC). It continues along the centerline of NE 121st Street until it turns left at the intersection of NE 14th Avenue. It travels north along the eastern R/W line of NE 14th Avenue approximately 590 feet and then jogs slightly to the east until it reaches the southern R/W line of NE 123rd Street. It then turns right along the southern R/W line of NE 123rd Street and travels easterly until it reaches NE

16th Avenue. It turns right and travels south along the western R/W line of NE 16th Avenue until it reaches NE 121 St. The CRA boundary then turns left along NE 121st Street and travels east until it hits the eastern R/W line of Biscayne Boulevard. The boundary travels north along the eastern R/W line of Biscayne Boulevard until it reaches a point that is approximately 200 feet north of the centerline of NE 135th Street. The CRA boundary then turns left and travels west approximately 870 feet until it reaches the FEC. It then travels north along the FEC lines approximately 300 feet and then jogs 200 feet in a northwesterly direction. It then jogs north along Arch Creek approximately 330 feet to the southern parcel lines of the parcels south of NE 137th Terrace. It then turns left and goes west until it reaches the eastern R/W line of NE 16th Avenue. The CRA boundary then travels south along the eastern R/W line of NE 16th Avenue approximately 270 feet. It then turns right and travels westerly approximately 330 feet to the northwest corner of the parcel located at the northwest corner of the intersection of NE 16th Avenue and NE 135th Street. It then turns left and travels south approximately 140 feet to the southern parcel lines of the parcels south of NE 136th Street. It then turns right and travels west until it reaches the eastern R/W line of NE 14th Avenue and turns right and goes north until it reaches the southern R/W line of NE 140th Street. It then turns right and goes east until reaches the eastern R/W line of NE 16th Avenue where it turns left and travels north until it reaches the southern R/W line of NE 141st Street. It turns right and goes east along the southern R/W line of NE 141st Street until it reaches NE 16th Court. It then travels south along the western R/W line of NE 16th Court until it reaches the southern R/W line of NE 140th Street. It then goes east until it reaches the creek and then travels in a northwesterly direction approximately 500 feet. It then travels north until it hits the southern R/W line of NE 142nd Street and turns right and travels west approximately 530 feet and then turns right and travels south approximately 360 feet. It then turns left and travels east until it hits the FEC R/W and the boundary of the City, where it then turns left and follows the FEC R/W and the boundary of the City northerly approximately 330 feet and jogs slightly left at the point where the City's boundary and the FEC R/W diverge and travels north approximately 480 feet. It then turns left and travels west until it reaches the western R/W line of NE 20th Lane and turns right and travels until it reaches the northern R/W line of NE 144th Street. The CRA boundary turns left and then travels west until it reaches the centerline of NE 18th Avenue. It then turns left and travels south until it reaches NE 143rd Street. It then turns right and travels west along NE 143rd Street until it reaches NE 12th Avenue. It then turns right and travels north along the centerline of NE 12th Avenue until it reaches NE 149th Street. It then turns left and travels west along NE 149th Street until it reaches NE 11th Avenue. It then turns left and travels south along NE 11th Avenue until it reaches NE 147th Street. It then turns right and travels west one block and then turns right and travels north along NE 10th Court until it reaches NE 149th Street. It then turns left and travels west on 149th Street until it reaches the centerline of NE 10th Avenue. It then turns left and travels south on NE 10th Avenue until it reaches NE 147th Street. The CRA boundary then jogs right until it reaches the western R/W line of NE 10th Avenue and jogs left and travels south until it reaches the northern R/W line of NE 143rd Street. It then turns right and travels west until it reaches the eastern R/W line of NE 8th Avenue where it turns right and goes north until it reaches the southern R/W line of NE 145th Street. It then turns left and travels west until it reaches the eastern R/W line of NE 6th Avenue where it turns right and travels north until it hits the City's boundary. It then turns left and travels west following the City's boundary approximately 380 feet at which point the CRA and City boundary turns left and travels south until it reaches NE 143rd Street. It then turns right and travels west along NE 143rd Street until it reaches NE 4th Avenue. It then turns left travels south on NE 4th Avenue until it reaches NE 139th Street. The CRA boundary then travels west approximately 730 feet and then turns left and travels south approximately 1330 feet until it reaches NE 135th Street. It then turns left and travels east on NE 135th Street until it reaches NE 4th Avenue. It then turns right and travels south on NE 4th Avenue approximately 170 feet where it turns left and travels along the southern parcel lines of the parcels directly south of NE 135th Street until it reaches the western R/W line of NE 5th Avenue. It then turns right and travels south until it reaches the northern R/W line of NE 131st Street where it turns right and

travels west until it reaches the eastern R/W line of NE 4th Avenue. It then turns left and travels south until it reaches the southern R/W line of NE 129th Street where it turns left and travels east until it reaches the western R/W line of NE 5th Avenue. It then turns right and travels south approximately 900 feet where it turns right and travels west approximately 190 feet and jogs slightly northwesterly approximately 30 feet. It then jogs left and travels west until it reaches NE 4th Avenue where it turns left and travels south approximately 150 feet and turns right and travels west approximately 420 feet. It then turns right and travels north approximately 150 feet where it turns right and travels east approximately 50 feet. It then turns left and travels north approximately 80 feet until it reaches the southern parcel lines of the parcels directly south of NE 127th Street where it turns left and travels west until it reaches the eastern R/W line of NE 3rd Avenue. It then turns right and travel north until it reaches NE 131st Street where it turns left and travels west until it comes to Griffin Boulevard. It then turns left and travels south on the western R/W line of Griffin Boulevard approximately 2000 feet to a point that is at the northern parcel line of the parcel directly north of NE 125th Street. It then turns right and travels west until it reaches the Biscayne Canal where it jogs northwesterly approximately 60 feet and turns left and crosses over the Biscayne Canal and travels along the northern parcel line of the row of parcels directly north of NE 125th Street until it reaches NE 2nd Avenue. The CRA boundary then jogs right and travels north on NE 2nd Avenue approximately 30 feet where it turns left travels west along the northern boundary of the second row of parcels directly north of NE 125th Street until it reaches North Miami Avenue. It then turns right and travels north until it reaches NE 127th Terrace where it jogs left to the centerline of North Miami Avenue and continues to travel along the centerline of North Miami Avenue until it reaches NW 128th Street. It then turns left and travels west along the centerline of NW 128th Street until it reaches NW 2nd Avenue. The CRA boundary then turns right and travels north along the centerline of NW 2nd Avenue until it reaches NW 139th Street. It then turns left and travel west along the centerline of NW 139th Street until it reaches NW 5th Avenue. It then turns right and travels north along the centerline of NW 5th Avenue until it reaches NW 143rd Street. The CRA boundary turns left at NW 143rd Street and travels west until it reaches NW 7th Avenue. It then turns left and travels south along the centerline of NW 7th Ave until it reaches NW 135th Street. It then turns right and travels west along NW 135th Street until it reaches NW 12th Avenue. It then turns right and travels north along the centerline of NW 12th Avenue until it reaches Opa Locka Boulevard where it turns left and travels west until it reaches the point of beginning at the centerline of NW 17th Avenue along the western boundary line of the City. The CRA boundary also includes the area that is bordered by NW 137th Street, NW 17th Avenue, NW 15th Avenue and NW 139th Street.

The CRA boundary excludes those areas that are bordered by NW 135th Street, NW 13th Avenue, NW 131st Street and NW 16th Avenue.

The CRA boundary excludes those areas that are bordered by NE 125th Street, NE 123rd Street, Biscayne Canal and Griffin Boulevard less the first parcel directly south of NE 125th Street.

The CRA boundary excludes those areas that are bordered by NW 127th Street, NW 2nd Avenue, NW 126th Street, and NW 6th Avenue and twenty-three properties fronting on the south side of NW 126th Street, from NW 2nd Avenue on the east to NW 6th Avenue on the west plus the second property directly south of NW 126th Street and fronting on the west side of NW 5th Avenue.

The CRA boundary excludes those areas that are bordered by NW 123rd Street, NW 6th Avenue, NW 124th Street, and NW 2nd Avenue and twenty properties fronting on the north side of NW 124th Street, from and including the second property directly east of NW 6th Avenue on the west to NW 2nd Avenue on the east plus the second property directly north of NW 124th Street and fronting on the west side of NW 5th Avenue.

The CRA boundary excludes those parcels owned by Johnson and Wales University and more specifically having the following PCN numbers: 0622290070010, 0622290070170, 0622290070190, 0622290070200, 0622290070210, 0622290070280, 0622290070290, 0622290070300, 0622290070310, 0622290070320, 0622290070630, 0622290070810, 0622290080552, 0622290080558, 0622290080559, 0622290550050, 0622290550060, 0622290550160, 0622290570010, 0622290570070 and 0622290570080.

A separate CRA boundary starts at the intersection of NE 146th Street and NE 18th Avenue and proceeds east approximately 830 feet and then turns left and travels north approximately 960 feet along the eastern parcel line of the parcels directly east of NE 18th Avenue. It then crosses NE 149th Street and turns left and travels west approximately 160 feet to the eastern parcel line of the fifth parcel east of NE 18th Avenue where it turns right and travels north until it reaches the northern parcel line of the parcels directly north of NW 149th Street. It then turns left and travels west along the northern parcel line of the parcels directly north of NW 149th Street until it reaches NW 18th Avenue where it turns left and travels south until it reaches the point of beginning at the intersection of NE 146th Street and NE 18th Avenue.

An additional separate CRA Boundary includes the "Munisport" property east of Biscayne Boulevard and adjacent mangrove preserve areas east to the adjacent FIU property on the east and three properties fronting on the north side of NE 151st Street, from Biscayne Boulevard east to and including the property directly east of FIU Stadium Drive.

An additional separate CRA Boundary starts at the northwest corner of the parcel that is located north of NE 121st Street facing the easterly R/W of NE 18th Avenue. The boundary proceeds east along the northern parcel line of the parcels directly north of NE 121st Street and turns north along the western parcel line of the parcel west of NE 19th Avenue. The boundary jogs west approximately 65 feet before continuing north along the western parcel line of the parcel west of NE 19th Avenue below NE 123rd Street until it reaches the southern R/W line of NE 123rd Street. It then travels east on the southern R/W line of 123rd Street to the intersection of the of Sans Souci Boulevard and then turns right, southeasterly, to the southern boundary of the alley paralleling, and to the east of NE 123rd Street. It then proceeds west to the southern boundary of the R/W of the alley to the north of, and paralleling, Sans Souci Boulevard. It then proceeds southwesterly along the southern boundary of the alley to the intersection of NE 17th Road and turns right on the easterly R/W of NE 18th Avenue to the point of beginning.

Furthermore the CRA boundary shall include the following R/W's as follows:

1. NW 5th Avenue between NW 123rd Street and NW 127th Street
2. NW 4th Avenue between NW 123rd Street and NW 127th Street
3. NE Miami Place between NE 124th Terrace and NE 125th Street
4. NE 1st Avenue between NE 124th Street and NE 125th Street
5. NE 1st Court between NE 124th Street and NE 125th Street
6. NE 2nd Avenue between NE 123rd Street and NE 125th Street
7. NE 2nd Court between NE 119th Street and NE 125th Street
8. NE 124th Terrace between North Miami Avenue and NE Miami Place
9. NE 124th Street between NE Miami Place and NE 2nd Court
10. NE 123rd Street between NE Miami Place and NE 2nd Court
11. NE 122nd Street between NE 2nd Avenue and NE 3rd Court
12. NE 121st Terrace between NE 2nd Avenue and NE 3rd Court
13. NE 127th Street between NE Miami Court and NE 2nd Avenue
14. NE 127th Terrace between North Miami Avenue and NE Miami Court
15. NE 2nd Avenue between NE 125th Street and NE 127th Street

16. NE 1st Court between NE 125th Street and NE 127th Street
17. NE 1st Avenue between NE 125th Street and NE 127th Street
18. NE Miami Place between NE 125th Street and NE 127th Street
19. NE Miami Court between NE 125th Street and NE 127th Terrace
20. NE 134th Street between NE 4th Avenue and NE 5th Avenue
21. NE 132nd Terrace between NE 4th Avenue and NE 5th Avenue
22. NE 132nd Street between NE 4th Avenue and NE 5th Avenue
23. NE 131st Street between NE 3rd Avenue and NE 4th Avenue
24. NE 130th Street between NE 3rd Avenue and NE 4th Avenue
25. NE 129th Street between NE 3rd Avenue and NE 4th Avenue
26. NE 128th Street between NE 3rd Avenue and NE 5th Avenue
27. NE 127th Street between NE 3rd Avenue and NE 5th Avenue
28. NE 4th Avenue between NE 126th Street and NE 135th Street
29. NE 4th Court between NE 132nd Terrace and NE 134th Street
30. NE 7th Court between NE 145th Street and NE 147th Street
31. NE 8th Avenue between NE 145th Street and NE 147th Street
32. NE 145th Street between NE 6th Avenue and NE 10th Avenue
33. NE 144th Street between NE 7th Court and NE 10th Avenue
34. NE 15th Court between NE 136th Street and NE 137th Street
35. NE 136th Street between NE 14th Avenue and NE 15th Avenue
36. NE 137th Street between NE 14th Avenue and NE 15th Avenue
37. NE 138th Street between NE 14th Avenue and NE 15th Avenue
38. NE 139th Street between NE 14th Avenue and NE 15th Avenue
39. NE 13th Avenue between NE 129th Street and NE 135th Street
40. NE 129th Street between NE 12th Avenue and NE 14th Avenue
41. NE 130th Street between NE 12th Avenue and NE 14th Avenue
42. NE 131st Street between NE 12th Avenue and NE 14th Avenue
43. NE 132nd Street between NE 12th Avenue and NE 14th Avenue
44. NE 133rd Street between NE 12th Avenue and NE 14th Avenue
45. NE 134th Street between NE 12th Avenue and NE 14th Avenue

Exhibit B,

RESOLUTION NO. R-2005-18

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, RELATING TO COMMUNITY REDEVELOPMENT; IDENTIFYING THE COMMUNITY REDEVELOPMENT AREA DESCRIBED GENERALLY AS BEING BOUNDED ON THE WEST BY THE CITY BOUNDARY; ON THE EAST BY BISCAYNE BOULEVARD; ON THE NORTH BY THE CITY BOUNDARY; AND TO THE SOUTH BY THE CITY BOUNDARY; A SEPARATE CRA BOUNDARY AREA INCLUDES AN AREA FROM EAST OF BISCAYNE BOULEVARD TO THE F.I.U. CAMPUS, AND AN ADDITIONAL SEPARATE BOUNDARY INCLUDES AN AREA GENERALLY BETWEEN N.E. 123RD STREET ON THE NORTH, 18TH AVENUE ON THE WEST AND THE ALLEY PARALLELING SANS SOUCI BOULEVARD ON THE SOUTH; CONTAINING FINDINGS AND CONCLUSIONS; ADOPTING THE NORTH MIAMI COMMUNITY REDEVELOPMENT PLAN, PHASE 1, AS RECOMMENDED BY THE NORTH MIAMI PLANNING COMMISSION AND THE COMMUNITY REDEVELOPMENT AGENCY; PROVIDING FOR TRANSMITTING THE PLAN TO THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS, AND PROVIDING FOR FURTHER ACTIONS TO IMPLEMENT THE PLAN.

WHEREAS, the Mayor and City Council has found that there is a need for a community redevelopment agency within the City to carry out the purpose of Chapter 163, Part III, Florida Statutes; and

WHEREAS, the geographic area within the City of North Miami Community Redevelopment Area is described generally as being bounded on the west by the City boundary; on the east by Biscayne Boulevard; on the north by the City boundary; and to the south by the City boundary; a separate CRA Boundary area includes an area from east of Biscayne Boulevard to the F.I.U. campus, and an additional separate boundary includes an area generally between N.E. 123rd Street on the north, 18th Avenue on the west and the alley paralleling Sans Souci Boulevard on the south; and

WHEREAS, pursuant to the requirements of Section 163.360, Florida Statutes, the North Miami Community Redevelopment Plan, Phase 1, was transmitted to the City of North Miami Planning Commission, which acts as the local planning agency and which received and accepted the plan, and transmitted and recommended the plan to the Community Redevelopment Agency (CRA) and then to the Mayor and City Council of the City of North Miami for adoption; and

WHEREAS, pursuant to Section 163.346, Florida Statutes, notice of this proposed action has been given, by registered mail, to each taxing authority which levies ad valorem taxes on taxable real property within the boundaries of the redevelopment area; and

18

WHEREAS, the Mayor and City Council of the City of North Miami has determined that it is in the public interest to adopt the North Miami Community Redevelopment Plan, Phase 1.

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

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

Section 2. The Mayor and City Council accept the delivery of the North Miami Community Redevelopment Plan, Phase 1, to it by the CRA.

Section 3. The Mayor and City Council finds that:

1. Redevelopment of the proposed redevelopment area is in the best interest of the residents of the City of North Miami and Miami-Dade County, because it revitalizes an area that exhibits blighted conditions, including building deterioration, site deterioration and deficiencies, unsanitary conditions, drainage deficiencies, diversity of ownership, age of structures, property maintenance code violations, non-conforming structures, closed buildings, vacant lots, inadequate street layout and unacceptable crime rates.

2. The community redevelopment plan, Phase 1, is consistent with, and conforms to, the City of North Miami Comprehensive Plan.

3. The Community Redevelopment Plan, Phase 1, gives due consideration to the utilization of community policing innovations, and to the provision of adequate park and recreational areas and facilities that may be desirable for neighborhood improvement, with special consideration for the health, safety and welfare of the children residing in the general vicinity of the area covered by the Plan.

4. It is the CRA's goal and intent to increase the affordable housing stock in the community redevelopment area, and not to reduce the current housing stock, or replace existing affordable housing with non-residential uses. A feasible method exists for the location of families who might be temporarily displaced to decent, safe and sanitary dwellings within their means and without undue hardship to the families.

5. The community redevelopment plan, Phase 1, will afford maximum opportunity, consistent with the needs of the City of North Miami and Miami-Dade County as a whole, for the rehabilitation or redevelopment of the community redevelopment area by private enterprise.

Section 4. The Mayor and City Council concludes that the North Miami Community Redevelopment Plan, Phase 1, complies with the requirement of Section 163.360, Florida Statutes, and furthers the purposes of the Community Redevelopment Act.

Section 5. The North Miami Community Redevelopment Plan, Phase 1, attached as Composite Exhibit "1", is adopted. The plan is designated as the official redevelopment plan for the community redevelopment area, and it is the intent of the Mayor and City Council that the plan be implemented expeditiously.

Section 6. The City Manager is directed to deliver the plan to the County Commission, the County Manager, and to other responsible county officials, and to diligently seek approval of the plan by the County Commission. The City Manager and the Interim City Attorney are also directed to take all appropriate actions to implement the plan, and any amendments to the plan including, without limitation, entering into negotiations for an interlocal agreement between the City of North Miami and Miami-Dade County, Florida, relating to tax increment financing and implementing the plan and preparing a redevelopment trust fund document.

Section 7. This resolution shall take effect immediately upon approval. The North Miami Community Redevelopment Plan, Phase 1, shall be in full force and effect upon approval by the County Commission of Miami-Dade County.

PASSED AND ADOPTED by a 4-0 vote of the Mayor and City Council of the City of North Miami, Florida, this 18 day March, 2005.

ATTEST:

Jacqie Vieira

Deputy CITY CLERK

CITY OF NORTH MIAMI

MAYOR

APPROVED AS TO FORM:

03/02/05.

INTERIM CITY ATTORNEY

SPONSORED BY: ADMINISTRATION

CERTIFICATION

I certify this to be a true and correct copy of the record in my office.

WITNESSETH my hand and official seal of the City of North Miami **Florida, this the** 23 **day of** March **2005**

Jacqie Vieira, Deputy **City Clerk**

Exhibit B_2

RESOLUTION NO. R-3-2005-1

A RESOLUTION OF THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY BOARD, RELATING TO COMMUNITY REDEVELOPMENT; IDENTIFYING THE COMMUNITY REDEVELOPMENT AREA DESCRIBED GENERALLY AS BEING BOUNDED ON THE WEST BY THE CITY BOUNDARY; ON THE EAST BY BISCAYNE BOULEVARD; ON THE NORTH BY THE CITY BOUNDARY; AND TO THE SOUTH BY THE CITY BOUNDARY; A SEPARATE CRA BOUNDARY AREA INCLUDES AN AREA FROM EAST OF BISCAYNE BOULEVARD TO THE F.I.U. CAMPUS, AND AN ADDITIONAL SEPARATE BOUNDARY INCLUDES AN AREA GENERALLY BETWEEN N.E. 123RD STREET ON THE NORTH, 18TH AVENUE ON THE WEST AND THE ALLEY PARALLELING SANS SOUCI BOULEVARD ON THE SOUTH; CONTAINING FINDINGS AND CONCLUSIONS; ADOPTING THE NORTH MIAMI COMMUNITY REDEVELOPMENT PLAN, PHASE 1, AS RECOMMENDED BY THE NORTH MIAMI PLANNING COMMISSION; PROVIDING FOR TRANSMITTING THE PLAN TO THE NORTH MIAMI CITY COUNCIL AND THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS, AND PROVIDING FOR FURTHER ACTIONS TO IMPLEMENT THE PLAN.

WHEREAS, the Board of the North Miami Community Redevelopment Agency (CRA Board) has found that there is a need for a community redevelopment agency within the City to carry out the purpose of Chapter 163, Part III, Florida Statutes; and

WHEREAS, the geographic area within the City of North Miami Community Redevelopment Area is described generally as being bounded on the west by the City boundary; on the east by Biscayne Boulevard; on the north by the City boundary; and to the south by the City boundary; a separate CRA Boundary area includes an area from east of Biscayne Boulevard to the F.I.U. campus, and an additional separate boundary includes an area generally between N.E. 123rd Street on the north, 18th Avenue on the west and the alley paralleling Sans Souci Boulevard on the south; and

WHEREAS, pursuant to the requirements of Section 163.360, Florida Statutes, the North Miami Community Redevelopment Plan, Phase 1, was transmitted to the City of North Miami Planning Commission, which acts as the local planning agency and which received and accepted the plan, and transmitted and recommended the plan to the CRA Board and then to the Mayor and City Council of the City of North Miami for adoption; and

WHEREAS, pursuant to Section 163.346, Florida Statutes, notice of this proposed action has been given, by registered mail, to each taxing authority which levies ad valorem taxes on taxable real property within the boundaries of the redevelopment area; and

WHEREAS, the CRA Board has determined that it is in the public interest to adopt the North Miami Community Redevelopment Plan, Phase 1.

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

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

Section 2. The CRA Board accepts delivery of the North Miami Community Redevelopment Plan, Phase 1, to it by the North Miami Planning Commission.

Section 3. The Mayor and City Council finds that:

1. Redevelopment of the proposed redevelopment area is in the best interest of the residents of the City of North Miami and Miami-Dade County, because it revitalizes an area that exhibits blighted conditions, including building deterioration, site deterioration and deficiencies, unsanitary conditions, drainage deficiencies, diversity of ownership, age of structures, property maintenance code violations, non-conforming structures, closed buildings, vacant lots, inadequate street layout and unacceptable crime rates.

2. The North Miami Community Redevelopment Plan, Phase 1, is consistent with, and conforms to, the City of North Miami Comprehensive Plan.

3. The North Miami Community Redevelopment Plan, Phase 1, gives due consideration to the utilization of community policing innovations, and to the provision of adequate park and recreational areas and facilities that may be desirable for neighborhood improvement, with special consideration for the health, safety and welfare of the children residing in the general vicinity of the area covered by the Plan.

4. It is the CRA Board's goal and intent to increase the affordable housing stock in the community redevelopment area, and not to reduce the current housing stock, or replace existing affordable housing with non-residential uses. A feasible method exists for the location of families who might be temporarily displaced to decent, safe and sanitary dwellings within their means and without undue hardship to the families.

5. The North Miami Community Redevelopment Plan, Phase 1, will afford maximum opportunity, consistent with the needs of the City of North Miami and Miami-Dade County as a whole, for the rehabilitation or redevelopment of the community redevelopment area by private enterprise.

Section 4. The CRA Board concludes that the North Miami Community Redevelopment Plan, Phase 1, complies with the requirement of Section 163.360, Florida Statutes, and furthers the purposes of the Community Redevelopment Act.

Section 5. The North Miami Community Redevelopment Plan, Phase 1, attached as Composite Exhibit "1", is adopted. The plan is designated as the official redevelopment plan for the community redevelopment area, and it is the intent of the CRA Board that the plan be implemented expeditiously.

Section 6. The City Manager is directed to deliver the plan to the North Miami City Council, County Commission, the County Manager, and to other responsible county officials, and to diligently seek approval of the plan by the North Miami City Council and County Commission. The City Manager and the Interim City Attorney are also directed to take all appropriate actions to implement the plan, and any amendments to the plan including, without limitation, entering into negotiations for an interlocal agreement between the City of North Miami and Miami-Dade County, Florida, relating to tax increment financing and implementing the plan and preparing a redevelopment trust fund document.

Section 7. This resolution shall take effect immediately upon approval. The North Miami Community Redevelopment Plan, Phase 1, shall be in full force and effect upon approval by the North Miami City Council and the County Commission of Miami-Dade County.

PASSED AND ADOPTED by a 4-0 vote of the North Miami Community Redevelopment Agency Board, this 18 day March, 2005.

ATTEST:

Jacqui Vieira

Deputy CITY CLERK

NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY

CHAIR

APPROVED AS TO FORM:

INTERIM CITY ATTORNEY

CERTIFICATION

I certify this to be a true and correct copy of the record in my office.

WITNESSETH my hand and official seal of the City of North Miami **Florida, this the** 23 **day of** March 2005

Jacqui Vieira Deputy **City Clerk**

23

EXHIBIT D

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT (the "Agreement"), made this _____ day of, _____, by and between Miami-Dade County, Florida, a political subdivision of the State of Florida (the "County"), the City of North Miami , Florida, a municipal corporation under the laws of the State of Florida (the "City") and the North Miami Community Redevelopment Agency, or its successor, a public body corporate and politic (the "Agency").

WHEREAS, the Mayor and City Council adopted Resolution No. 2004-57 on September 14, 2004, providing a Finding of Necessity declaring that a blighted area, as defined in Section 163.340, Florida Statutes, exists within the City's boundaries; and

WHEREAS, the Mayor and City Council further declared in Resolution No. 2004-57 that the rehabilitation, conservation, redevelopment, or a combination thereof, of such area is necessary in the interest of the public health, safety, morals, or welfare of the residents of the City of North Miami; and

WHEREAS, the Board of County Commissioners of Miami-Dade County, Florida (the "Board") adopted Resolution R-937-04 on July 13, 2004 , which, among other things, declared that a slum or blighted area existed in a geographic area, described generally as bounded on the West by the City boundary, on the East by Biscayne Boulevard, on the North by the City boundary, and to the South by the City boundary, a separate area from East of Biscayne Boulevard to the F.I.U. campus and an additional separate area generally between N.E. 123rd on the North, 18th Avenue on the West and the alley paralleling Sans Souci Boulevard on the South, the geographic area being more particularly described in Exhibit "1" (the "Redevelopment Area"), determined that it was necessary to redevelop such Redevelopment Area in accordance with the provisions of Part III of Chapter 163, Florida Statutes (the "Act"), and delegated to the City Commission of the City of North Miami, Florida (the "City Commission") the authority to exercise the redevelopment powers conferred upon the Board within the Redevelopment Area in accordance with the Act to enable the City Commission to declare the need-for, create and delegate powers to a community redevelopment agency and to initiate, prepare and adopt a plan of redevelopment for final approval by the Board; and

WHEREAS, the City Commission, pursuant to Resolution R2004-3 adopted in June, 2004, accepted a delegation of powers from the Board, found a need for and created the Agency, declared the members of the City Commission to be the members of the Agency, granted the Agency the power to exercise all powers permitted by the Act which were delegated by the Board to the Agency and directed the initiation, preparation and adoption of a community redevelopment plan by the Agency; and

WHEREAS, the Agency adopted on March 18, 2005, resolution R-3-2005-1, adopting the North Miami Community Redevelopment Agency Community Redevelopment Plan, as recommended by the North Miami Planning Commission; and

WHEREAS, the Mayor and City Council adopted on March 18, 2005, resolution R2005-18 giving final approval to the Agency's community redevelopment plan; and

WHEREAS, pursuant to Resolution _____adopted on _____ , the Board has approved the North Miami Community Redevelopment Plan (the "Plan") to enable the City to undertake redevelopment of the Redevelopment Area; and

WHEREAS, pursuant to Ordinance _____adopted on_____ , the Board has approved the creation of a community redevelopment trust fund known as the North Miami

Community Redevelopment and Revitalization Trust Fund (the "Fund") which provides for the calculation and appropriation of tax increment funds; and

WHEREAS, the boundaries identified for the Redevelopment Area are within the corporate limits of the City; and

WHEREAS, the City played the major role in the preparation of the Plan; and

WHEREAS, the County, the City and the Agency desire to delineate their areas of responsibility with respect to the redevelopment of the Redevelopment Area.

WITNESSETH, that for and in consideration of the mutual covenants and agreements contained herein, the County, the City and the Agency agree as follows:

I. Delegation of Powers

A. With the exception of the community redevelopment powers that continue to vest in the Board pursuant to Section 163.358, Florida Statutes the Board hereby delegates to the City Commission, acting either directly or through the Agency, the sole right and responsibility to exercise only the following specifically delineated redevelopment powers:

(1) The power to make and execute contracts and other instruments necessary or convenient to the exercise of its powers pursuant to the Act.

(2) The power to disseminate slum clearance and community redevelopment information.

(3) The power to undertake and carry out community redevelopment and related activities within the Redevelopment Area, which redevelopment may include:

(a) Acquisition of a slum area or a blighted area or portion thereof;

(b) Demolition and removal of buildings and improvements,

(c) Installation, construction, or reconstruction of streets, utilities, parks, playgrounds, and other improvements necessary for carrying out in the Redevelopment Area the community redevelopment objectives of the Act in accordance with the Plan;

(d) The power to dispose of any property acquired in the Redevelopment Area at its fair value for uses in accordance with the Plan;

(e) The power to carry out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements in accordance with the Plan;

(f) The power to acquire real property in the Redevelopment Area which, under the Plan, is to be repaired or rehabilitated for the

dwelling use or related facilities, repair or rehabilitation of tile structures for guidance purposes, and resale of the property;

(g) The power to acquire any other real property in the Redevelopment Area when necessary - to eliminate unhealthful, unsanitary, or unsafe conditions; lessen density; eliminate obsolete or other-uses detrimental to the public welfare; or otherwise to remove or prevent the spread of blight or deterioration or to provide land for needed public facilities;

(h) The power to acquire without regard to any requirement that the area be a slum or blighted area, air rights in an area consisting principally of land in highways, railway or subway tracks, bridge or tunnel entrances, or other similar facilities which have a blighting influence on the surrounding area and over which air rights sites are to be developed for the elimination of such blighting influences and for the provision of housing (and related facilities and uses) designed specifically for, and limited to, families and individuals of low or moderate income;

(i) The power to construct foundations and platforms necessary for the provision of air rights sites of housing (and related facilities and uses) designed specifically for and limited to, families and individuals of low or moderate income.

(4) The power to provide, or to arrange or contract for, the furnishing or repair by any person or agency, public or private, of services, privileges, works, streets, roads, public utilities, or other facilities for or in connection with a community redevelopment; to install, construct, and reconstruct streets, utilities, parks, playgrounds, and other public improvements; and to agree to any conditions that it deems reasonable and appropriate which are attached to federal financial assistance and imposed pursuant to federal law relating to the determination of prevailing salaries or wages or compliance with labor standards, in the undertaking or carrying out of a community redevelopment and related activities, and to include in any contract let in connection with such redevelopment and related activities provisions to fulfill such of the conditions as it deems reasonable and appropriate

(5) Within the Redevelopment Area:

(a) The power to enter into any building or property in the Redevelopment Area in order to make inspections, surveys, appraisals, soundings, or test borings and to obtain an order for this purpose from a court of competent jurisdiction in the event entry is denied or resisted;

(b) The power to acquire by purchase, lease, option, gift, grant, bequest, devise, or otherwise any real property (or personal

property for its administrative purposes), together with any improvements thereon, except that the County shall continue to retain all powers with respect to the use of eminent domain;

(c) The power to hold, improve, clear, or prepare for redevelopment any such property;

(d) The power to mortgage, pledge, hypothecate, or otherwise encumber or dispose of any real property;

(e) The power to insure or provide for the insurance of any real or personal property or operations of the City against any risks or hazards, including the power to pay premiums on any such insurance;

(f) The power to enter into any contracts necessary to effectuate the purposes of the Act;

(g) The power to solicit requests for proposals for redevelopment of parcels of real property contemplated by the Plan to be acquired for redevelopment purposes by the Agency and, as a result of such requests for proposals, to advertise for the disposition of such real property to private persons pursuant to Section 163.380, Florida Statutes, prior to acquisition of such real property by the Agency; and

(6) The power to invest any community redevelopment funds held in reserves or sinking finds or any such finds not required for immediate disbursement in property or securities in which savings banks may legally invest finds subject to their control and to redeem such bonds as have been issued pursuant to Section 163.385, Florida Statutes, at the redemption price established therein or to purchase such bonds at less than the redemption price, all such bonds so redeemed or purchased to be cancelled.

(7) The power to borrow money and to apply for and accept advances, loans, grants, contributions, and any other form of financial assistance from the Federal Government or the state, county, or other public body or from any sources, public or private, for the purposes of the Act, and to give such security as may be required and to enter into and carry out contracts or agreements in connection therewith; and to include in any contract for financial assistance with the Federal Government for or with respect to community redevelopment and related activities such conditions imposed pursuant to federal laws as the County and/or the City deems reasonable and appropriate which are not inconsistent with the purposes of the Act.

(8) Within its area of operation, the power to make or have made all surveys and plans necessary to the carrying out of the purposes of the Act; to contract with any person, public or private, in making and carrying out such plans; and to adopt or approve, modify, and amend such plans, which plans may include, but are not limited to:

(a) Plans for carrying out a program of voluntary or compulsory repair and rehabilitation of buildings and improvements;

(b) Plans for the enforcement of state and local laws, codes, and regulations relating to the use of land and the use and occupancy of buildings and improvements and to the compulsory repair, rehabilitation, demolition, or removal' of buildings and improvements;

(c) Appraisals, title searches, surveys, studies, and other plans and work necessary to prepare for the undertaking of community redevelopment and related activities.

(9) The power to develop, test, and report methods and techniques, and carry out demonstrations and other activities, for the prevention and the elimination of slums and urban blight and developing and demonstrating new or improved means of providing housing for families and persons of low income.

(10) The power to apply for, accept, and utilize grants of funds from the Federal Government for such purposes.

(11) The power to prepare plans for and assist in the relocation of persons (including individuals, families, business concerns, nonprofit organizations. and others) displaced from the Redevelopment Area and to make relocation payments to or with respect to such persons for moving expenses and losses of property for which reimbursement or compensation is not otherwise made, including the making of such payments financed by the Federal Government.

(12) The power to appropriate such funds and make such expenditures as are necessary to carry out the purposes of the Act subject to the County's review and approval of the Agency's annual budget or any requested budget amendments, to zone or rezone any part of the City or make exceptions from building regulations pursuant to applicable law; and to enter into agreements with a housing authority, which agreements may extend over any period, notwithstanding any provision or rule of law to the contrary, respecting action to be taken by the City pursuant to any of the powers granted by the Act.

(13) The power to close, vacate, plan, or replan streets, roads, sidewalks, ways, or other places and to plan or replan any part of the City.

(14) Within its area of operation, the power to organize, coordinate, and direct the administration of the provisions of the Act as they may apply to the City, in order that the objective of remedying slum and blighted areas and preventing the causes thereof within the City may be most effectively promoted and achieved and to establish such new office or offices of the City or to reorganize existing, offices in order to carry out such purpose most effectively.

(15) The power to exercise all or any part or combination of powers herein granted or to elect to have such powers exercised by the Agency.

JP

B. All powers not specifically listed in this section I(A) are reserved to the Board, including, but not limited to the power to issue bonds pledging TIF revenues, the power to use eminent domain to acquire properties, the power to implement community policing programs, and the power to change the composition of the CRA Board.

II. Implementation of the Plan

A. The Redevelopment powers listed in Section I. herein may be exercised only with respect to the Area and only with respect to the Plan as adopted by the Agency, adopted by the City Commission and approved by the Board, together with any supplements or amendments to the Plan, provided that any amendments and supplements to the Plan must also be approved by the Board. The City and the Agency hereby expressly agree that the Plan as approved by the Board pursuant to _____ is for a period of thirty (30) years.

B. No more than twenty percent (20%) of the funds contemplated to be expended under the Plan shall be used for total administrative expenses allowable under Section 163.387(6)(a), Florida Statutes. No more than six percent (6%) of the funds contemplated to be spent under the Plan shall be allocated to indirect and overhead expenses as those terms are generally understood. The County shall charge, and the Agency shall pay, to the County an annual administrative fee ("County Administrative Fee"). The fee shall be based on a percentage of the County's TIF payment to the agency and shall be determined annually by the County. The percentage charged by the County shall be the same for all CRAs within the County. The County administrative fee shall not be included in the (20%) limit on administrative expenses defined in this section.

C. The City shall, either directly or through the Agency, ensure that the staff of the Agency be racially and ethnically diverse, all in accordance with applicable law.

III. City/County Coordination

A. The County Manager shall designate a Redevelopment Area Coordinator (the "Redevelopment Area Coordinator"). The Redevelopment Area Coordinator shall serve as the County's liaison to the City and the Agency for the Redevelopment Area. The Redevelopment Area Coordinator shall carry out the day-to-day County responsibilities for the Redevelopment Area and shall be the designated person to receive all data and reports pertaining to the Plan.

B. The City, either directly or through the Agency, shall be responsible for implementing and conforming to the Plan. The City's responsibilities with respect to implementation of the plan (acting either directly or through the Agency), shall include developing and implementing proposals for indebtedness and bond financing (subject to County approval, which approval the County may grant or deny in its sole and absolute discretion and the limitations contained herein), acquisition, disposition and relocation activities, eminent domain activities (subject to County approval which approval the County may grant or deny in its sole and absolute discretion and the limitations contained herein), coordination and implementation of the design and construction of public improvements necessary to support the redevelopment of the Redevelopment Area, and such other projects and activities as are contemplated by the Plan. The City, either directly or through the Agency, shall deliver copies of all accepted proposals for the Redevelopment Area to the

Redevelopment Area Coordinator. All CRA projects and proposals must be identified and budgeted for in the annual plan and budget, which remains subject to County approval. Justification as to how each new project and proposals conform with the Goals and elements contained in the plan shall be provided to County staff upon request.

C. The Redevelopment Area Coordinator shall submit all proposals related to amendments to the Plan and proposals for indebtedness and bond financing to the County Manager's Tax increment Financing and Coordinating Committee (the "TIFC Committee"), which Committee shall review and make recommendations to the County Manager on modifications and amendments to the Plan and all proposals for indebtedness and bond financing for the Redevelopment Area. The Redevelopment Area Coordinator shall review all proposals prior to review by the TIFC Committee and the Board.

D. An annual budget and a separate report of activities for the preceding year shall be submitted to the County not later than forty (45) days prior to the beginning of each County fiscal year in a format approved by the County. The format shall contain provisions for descriptions and justifications for both annual and multi-year project costs and require explanations and justifications for all inter-agency or intergovernmental charge or allocations. In the event that changes in the millage rates require modification of the submitted budget, such budget shall be submitted on or before the 15th day of the fiscal year. The annual budget for the Agency and the Redevelopment Area shall be adopted by the Agency and City prior to review and approval by the Board. With the exception of the debt service payment on existing bond obligations financed by tax increment revenues, no finds on deposit in the Fund may be expended by the City Commission or the Agency, as the case may be, until the annual budget has been approved by the Board. The TIFC Committee shall initially review the budget and submit recommendations to the County Manager for review and to the Board for final approval. At the request of the County, the City or the Agency shall submit additional progress reports on the Plan and Redevelopment Area activities

E. Once the Board approves and adopts any amendments and modifications to the Plan, such amendments and modifications shall become a part of the Plan and the powers delegated to the City Commission pursuant to this Agreement, shall be exercisable either directly or through the Agency, with respect to such amendments and modifications.

IV. Land Disposition

A. Any disposition of land for the Redevelopment Area shall be accomplished in accordance with applicable provisions of federal, state and local law, established City guidelines, the Plan and this Agreement pursuant to the Act.

V. Other Redevelopment Area Activity

A. The City, either directly or through the Agency, shall be responsible for the administration and funding of all relocation activities. Six months prior to the commencement of redevelopment activities which may result in the displacement of persons, the City, either directly or through the Agency, shall establish residential relocation procedures for the relocation of such persons (the "Local Relocation Procedures") and shall submit such Local Relocation Procedures to the Board for review and approval. In addition to any applicable federal, State or local law, the Local Relocation Procedures shall apply in

all relocation cases within the Redevelopment Area, provided, however, if federal funds are received by the City, either directly or through the Agency, for a project which requires residential relocation, the City, either directly through the Agency, shall follow the relocation procedures set forth in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 United States Code, Chapter 61, Section 4601, et seq. and Section 104 (d) of the Housing and Community Development Act of 1974, and as such may be amended. The City, and or Agency, may contract with County agencies to assist in residential relocation.

B. The City, either directly or through the Agency, shall cause an annual report of activities for the preceding fiscal year, which report shall include a complete financial statement setting forth its assets, liabilities, income and operating expenses as of the end of such fiscal year to be filed with the County on, or before March 31 of each year. Also, the City, either directly, or through the agency, shall cause an independent audit by a Certified Public Accounting firm to be performed on an annual basis, ~~of~~ a copy of which is to be forwarded to the Board by the first of March of the following year . The preceeding requirements must conform, or be compliant with, Sections 163.356 (c), and 163.387 (8) Florida Statutes and any reporting request subsequently made by the Controller General of the State of Florida.

C. All redevelopment activities conducted with respect to the Redevelopment Area shall be in conformance with the Plan as the same may be amended. Any amendments to the Plan as required by Section 163.361, Florida Statutes, must have prior approval of the Board before the City, either directly or through the Agency, may implement the change contemplated by the amendments. Once approved, however, the City, either directly or through the Agency, may implement the amendments thereto.

D. The City or the Agency, as the case may be shall include language in any loan agreement, grant agreement or other agreements or contracts entered into between the City or the Agency and business involved in the redevelopment effort of the Redevelopment Area which states that, as a condition to the business' receipt of monies or incentives from the City or the Agency, any new jobs created as a result of the redevelopment shall be awarded so that such group of employees are a racially and ethnically-diverse group, all in accordance with applicable law.

VI. Project Financing

A. The City, either directly, or through the Agency, shall establish and maintain the Fund, as required by applicable law. Both the City and the County shall deposit annually into the Fund an amount equal to % of the increment from ad valorem taxes collected within the Redevelopment Area pursuant to Section 163.387 (1)(b), Florida Statutes, Ordinance No. _____enacted by the Board on _____ and other provisions of applicable law.

B. The City, either directly or through the Agency, shall develop and promulgate rules, regulations and criteria whereby the Fund may be promptly and effectively administered, including the establishment and the maintenance of books and records and adoption of procedures whereby the City may, either directly or through the Agency, expeditiously and without undue delay, utilize such finds in accordance with the Board approved budget for the Redevelopment Area.

C. The City, either directly or through the Agency, shall select financial and legal consultants as necessary to assist in the preparation of the tax increment financing plans. The City and the Agency shall encourage the participation of and utilize small and minority businesses, specifically with respect to bond counsel, underwriters' counsel and underwriting services, in the development of the Redevelopment Area.

D. The City, either directly or through the Agency, after County approval may sell bonds and execute notes and other forms of indebtedness, as well as collateral documents, to finance capital improvements deemed necessary for the Redevelopment Area; **however, County approval as to amount, duration and purpose of such bonds, notes or other indebtedness, including advances pledging or obligating tax increment revenues, must be obtained prior to issuance of any such bond, note or other form of indebtedness including advances pledging or obligating tax increment revenues**. The County's obligation to annually appropriate to the Fund shall continue until all loans, advances a indebtedness, if any, and interest thereon, of the Agency incurred as a result of redevelopment in the CRA, have been paid, or for as long as required by applicable law, whichever is later. In no year shall the County's obligation to the Fund exceed the amount of that year's tax increment as determined pursuant to Ordinance No_____. On the last day of the fiscal year of the Agency, any money which remains in the Fund after payment of expenses pursuant to Section 163.387(6), Florida Statutes, for such year shall be: (1) returned to each taxing which paid the increment in the proportion that the amount of the payment of such taxing authority bears to the total amount paid into the Fund by all taxing authorities within the Redevelopment Area for that year; (2) used to reduce the amount of any indebtedness to which increment revenues are pledged; (3) deposited into an escrow account for the purpose of later reducing any indebtedness to which increment revenues are pledged; or (4) appropriated to a specific redevelopment project pursuant to the approved Plan which project will be completed within three (3) years from the date of such appropriation.

E. The City voluntarily exempts The Children's Trust and the County Fire and Rescue District and from any contribution to the Community Redevelopment Trust Fund.

F. County approval of the Agency's annual budget is required prior to any expenditure by the Agency of any funds contributed by either the City or the County to its Community Redevelopment Trust Fund, excepting the payment of debt service payments to which the Agency has pledged its Tax Increment Financing revenues. Absent County approval of the annual budget all required Agency costs, excluding debt service, shall be funded through advances by the City and not from Tax Increment revenues deposited in the Community Redevelopment Trust Fund.

G. The City of North Miami and the County hereby agree to limit the amount of Tax Increment Financing (TIF) revenues that can be expended by the Agency and provide for annual refunding to the City and County as follows: In each year in which the County and the City shall make revenue payments to the Agency, the annual budget for expenditures shall be capped, so that an equivalent amount of TIF revenues as would be derived from only the real property in the Community Redevelopment area other than the Biscayne Landings Property to the East of Biscayne Boulevard shall remain un-appropriated and un-expended. Annually, the amount of TIF revenues generated by the increment on the aforementioned properties are to be refunded to both the City and the County by the 15th of January of each fiscal year on a pro-rata basis. The City shall contribute an amount equal to its refund back into the CRA Trust Fund in support of redevelopment activities including

debt service payments. The County shall deposit its refund as revenue to increase its County-wide general fund.

VII. Citizen Participation

To carry out an effective an inclusive citizen participation process, the City, either directly or through the Agency, shall utilize community groups and seek community involvement and consider citizen input in the development of Redevelopment Area activities.

VIII. Project Management, Administration and Coordination

A. The City and/or the Agency shall cooperate with the County on any reasonable request of the County with respect to implementing any plan of action related to the Plan. The City and/or the Agency shall develop implementation schedules and timetables for all significant Redevelopment Area activities as determined by the City and/or the Agency copies of which shall be delivered to the. Redevelopment Area Coordinator beginning one year from the implementation of this Agreement. The City and/or the Agency shall also deliver additional interim reports to the County upon request.

B. The Redevelopment Area Coordinator shall receive from the City and/or the Agency advance notice of all public meetings related to development of projects pursuant to this Agreement and on a regular basis, information regarding, the progress of all such development through the design and construction of such projects.

C. During construction, the County shall have the right to attend all such public meetings and inspect the projects being developed at all reasonable times subject to reasonable restrictions imposed by the contractor

D. The City and/or the Agency shall consult regularly with the Redevelopment Area Coordinator in order to keep the County reasonably informed throughout the duration of the planning, design and construction of such redevelopment projects. The City, either directly or through the Agency, shall be required to have an outside independent audit on the annual basis to monitor and investigate compliance with the terms of this Agreement. The right of the auditor to investigate, monitor, inspect, copy, review, verify and check operations and records of the City and the Agency shall include, but not be limited to, all of its employees, consultants, agents or authorized contractors and subcontractors, as well as, all administrative and operational facilities used by the City, the Agency and the County in connection with all matters arising under this Agreement. Records include, but are not limited to, construction, financial, correspondence, instructions, memoranda, bids and contract documents, as well as all other records pertaining to the planning, development and construction of projects pursuant to this Agreement. Any rights that the County has under this provision shall not be the basis for any liability to accrue to the County from the City, the Agency or third parties for-such monitoring or investigation or for the Area, all in accordance with applicable law.

X. City Assurances Regarding Affirmative Action

As part of this Agreement the City and the Agency, as the case may be, shall follow applicable federal, State and County laws and regulations concerning affirmative action and race/ethnic/gender conscious concerns all in accordance with applicable law.

XI. Amendments

This Agreement may be amended only by a written agreement signed by the City, the Agency and the County.

XII. Indemnification and other

A. The City and Agency shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the City and Agency or its employees, agents, servants, partners principals or subcontractors. The City and Agency shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be issued thereon. **Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Fla Stat., subject to the provisions of that Statute whereby the City and Agency shall not he held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $100,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgment pay by the City and Agency arising out of the same incident or occurrence, exceed the sum of $200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the City and Agency.**

B. Third Party Beneficiaries. None 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.

C. All 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 any other. The parties hereto acknowledge that they have thoroughly read this Agreement, including all exhibits and attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

D. Jurisdiction: 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.

E. Severance: Should any clause or provision of this Agreement be determined to be illegal, invalid or unenforceable under any present or future law by final judgment of a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a legal, valid and enforceable provision that is as similar as possible in terms to the illegal, invalid or unenforceable provision, which is agreed to by all parties.

F. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their names by their duly authorized officers and the corporate seals to be affixed hereto, all as of the day and year first above written.

WITNESS our hands and seals on this ___ day of _____, _____.

CITY OF NORTH MIAMI, FLORIDA, a municipal corporation of the State of Florida

By:_____
City Manager

ATTEST:

By:_____
City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

_____
City Attorney

MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida

By:_____
County Manager

By:_____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

_____
County Attorney

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

By:_____
Chairman

ATTEST:

By:_____
Clerk

EXHIBIT E

Miami-Dade Legislative Item
File Number: 042309

Print this page

File Number: 042309 **File Type:** Resolution **Status:** Adopted as amended
Version: 0 **Reference:** R-837-04 **Control:**
File Name: CITY OF NORTH MIAMI: SLUM/BLIGHTED AREA **Introduced:** 7/29/2004
Requester: Office of Community and Economic Development **Cost:** **Final Action:** 7/13/2004
Agenda Date: 7/13/2004 **Agenda Item Number:** 4Y

Notes: THIS IS FINAL VERSION AS ADOPTED. (also see 041777)

Title: RESOLUTION DECLARING CERTAIN GEOGRAPHIC AREA OF CITY OF NORTH MIAMI, FLORIDA DESCRIBED IN MORE DETAIL IN THIS RESOLUTION TO BE A SLUM OR BLIGHTED AREA; DECLARING THE REBUILDING, REHABILITATION, CONSERVATION AND REDEVELOPMENT OF THE AREA TO BE IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY, MORALS AND WELFARE OF RESIDENTS OF CITY OF NORTH MIAMI AND OF MIAMI-DADE COUNTY, FLORIDA; FINDING NEED FOR CREATION OF COMMUNITY REDEVELOPMENT AGENCY; AND DELEGATING CERTAIN COMMUNITY REDEVELOPMENT POWERS TO THE CITY OF NORTH MIAMI

Indexes: CITY OF NORTH MIAMI
COMMUNITY REDEVELOPMENT AGENCY
Sponsors: NONE

Sunset Provision: No **Effective Date:** **Expiration Date:**

Registered Lobbyist: None Listed

LEGISLATIVE HISTORY

Acting Body	Date	Agenda Item	Action	Sent To	Due Date	Returned	Pass/Fail
County Attorney	7/29/2004		Assigned	Gerald T. Heffernan	7/29/2004		
Board of County Commissioners	7/13/2004	4Y amd	Adopted as amended				P

REPORT: Vice Chairperson Sorenson opened the public hearing and the following individuals appeared in connection with the foregoing resolution: •Mr. Donald G. McGregor, J.D., President of the North Miami Campus of Johnson & Wales (J&W) University •Mr. Joseph Celestin, 776 NE 125 Street, Mayor of the City of North Miami •Mr. Jacques Despinosse, North Miami District 3 Councilman •Mr. Norman C. Powell, representing Johnson & Wales University, 17100 NE 19 Avenue Mr. Powell stated that J&W did not oppose the North Miami Community Redevelopment Agency (CRA). He requested that property Johnson & Wales University was considering for purchase, and that was in its footprint for future development, not be designated a slum or blighted area. Assistant County Manager Tony Crapp stated that Agenda Item 4Y Supplement contained updated boundary descriptions. Mr. Kevin Burns, 2065 Alamanda Drive, North Miami, spoke in favor of this resolution. Mr. Andre D. Pierre, Esq., Chairman of the Greater North Miami Chamber of Commerce supported the North Miami CRA. There being no other persons wishing to speak on this matter, the public hearing was closed. Commissioner Heyman spoke in support of the North Miami CRA and the development of Biscayne Landings. She noted the CRA would rehabilitate a blighted area, eliminate a toxic waste site and garbage dump, create a planned community and affordable housing, and support infill policy. She stated that this resolution would not hinder Johnson and Wales' expansion. Commissioner Rolle asked that Assistant County Manager Tony Crapp prepare for the Board's consideration a proposal to adjust tax increment revenues to allow the City of North Miami to share in revenues generated west of Biscayne Boulevard in the proposed Community Redevelopment Area (CRA); that the Year 2004 be used as the base for calculating real estate taxes within the proposed CRA; and that County Manager George Burgess and Assistant County Manager Tony Crapp ensure that the CRA Plan and the interlocal agreement were forwarded together to the County Commission for approval before the end of October 2004. In response to Commissioner Rolle's inquiry, the Assistant County Attorney advised that the property Johnson and Wales University was considering for purchase could be excluded from the CRA at the time the interlocal agreement with the City of North Miami was considered by the Board. The foregoing proposed resolution was adopted as amended to include the legal description contained in 4Y Supplement.

LEGISLATIVE TEXT

TITLE

RESOLUTION DECLARING CERTAIN GEOGRAPHIC AREA OF CITY OF NORTH MIAMI, FLORIDA DESCRIBED IN MORE DETAIL IN THIS RESOLUTION TO BE A SLUM OR BLIGHTED AREA; DECLARING THE REBUILDING, REHABILITATION, CONSERVATION AND REDEVELOPMENT OF THE AREA TO BE IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY, MORALS AND WELFARE OF RESIDENTS OF CITY OF NORTH MIAMI AND OF MIAMI-DADE COUNTY, FLORIDA; FINDING NEED FOR CREATION OF COMMUNITY REDEVELOPMENT AGENCY; AND DELEGATING CERTAIN COMMUNITY REDEVELOPMENT POWERS TO THE CITY OF NORTH MIAMI

BODY

WHEREAS, the Florida Legislature enacted the Community Redevelopment Act of 1969 during its 1969 Legislative Session, which enactment is presently codified in the Florida Statutes as Part III of Chapter 163, Sections 163.330 through 163.450, as amended, ("Act"); and

36

WHEREAS, all powers arising pursuant to the Act are conferred upon counties with Home Rule charters, which counties in turn are authorized to delegate certain such powers to municipalities within their boundaries; and
WHEREAS, such authorization for counties to delegate such powers to municipalities is contained in Section 163.410 of the Act, which provides that in home rule counties, the powers conferred by the Act shall be exercised exclusively by the governing body of such county, provided, however, the governing may, in its discretion, by resolution, delegate certain of those powers to a municipality; and
WHEREAS, the City Council of the City of North Miami (the "City") adopted a resolution which, among other things, declared an area within the municipal boundaries of the City to be a "slum or blighted area", and made a finding of necessity as to the rehabilitation, conservation or redevelopment, or a combination of each, with respect to such area; and
WHEREAS, the Board considered the "Findings of Necessity" Report attached as Exhibit A (the "Report"), concerning the existence of slum or blighted areas within the boundaries of the area designated by the City and identified in such Report; and
WHEREAS, the Board concurs with the City and the Report and finds that one or more slum or blighted areas, as defined in Section 163.340 of the Act exist within the area of the City identified in the Report; and
WHEREAS, the Board finds that rebuilding, rehabilitation, conservation, and/or redevelopment of said slum or area is necessary in the interest of the public health, safety, morals, and welfare of the residents of the City and of Miami-Dade County; and
WHEREAS, the Board finds that said slum or blighted area is appropriate for redevelopment; and
WHEREAS, the Board finds that there is a need for a community redevelopment agency within the City to carry out the community redevelopment purposes of the Act; and
WHEREAS, the Board desires to delegate certain community redevelopment powers to the City pursuant to the Act,
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA, THAT:
Section 1. The foregoing recitations are incorporated as a part of this resolution by reference. Section 2. Based on findings of the City and the Report, a blighted or slum area exists in an area of the City described in Exhibit "B" to this Resolution and as specifically described in the Report, which is referred to as the "North Miami Redevelopment Area."
Section 3. The rebuilding, rehabilitation, conservation and redevelopment of the North Miami Redevelopment Area is necessary in the interest of the public health, safety, morals, and welfare of the residents of the City and of Miami-Dade County as a whole, said finding of necessity being made within the meaning of the Act.
Section 4. The North Miami Redevelopment Area is found and declared to be a slum or blighted area as defined in Section 163.340 of the Act as applied to Miami-Dade County.
Section 5. There is a need for a community redevelopment agency ("CRA") to function in the City to carry out the community redevelopment purposes of the Act.
Section 6. The Board delegates the community redevelopment power to the City to create a CRA pursuant to the Act with the sole power initially to prepare and adopt a plan of redevelopment for the North Miami Redevelopment Area, to submit it to the County's Planning Advisory Board for review as required the Act and upon the completion of such review, to submit it to this Board for approval after notice and public hearing.

HEADER

STAFF RECOMMENDATION

MANAGER'S BACKGROUND

In order to implement the Act, the County must adopt a resolution finding that:
1. An area within the municipal boundaries of the City to be a "slum or blighted area"; and
2. That rehabilitation, conservation, or redevelopment, or a combination thereof, of the Redevelopment Area is necessary in the interest of the public health, safety, morals or welfare of the residents of the County.
A Finding of Necessity (FON) Report (Exhibit A) prepared by Siskind, Carlson & Partners examined the conditions in the proposed Redevelopment Area and concluded that blight, as defined in the Act, exists. The City Council of the City of North Miami has adopted a resolution that declared the proposed redevelopment area to be a "slum and blighted" area. The Miami-Dade County Tax Increment Financing and Coordinating Committee (TIFCC) first reviewed the CityÆs FON for an area comprising 3,634 acres on January 5, 2004, and reviewed an amended FON data on February 2, and March 8, and concluded that it could not support the CityÆs request.
After subsequent meetings between the City and the County administrations an agreement was reached on May 6, 2004 that recognized, on the CountyÆs part, the importance of redevelopment powers being made available to the City of North Miami through a CRA, and, on the CityÆs part, provided for defining a more targeted and focused area, and an understanding from both parties that the amount of TIF the district would be entitled to spend would be limited to the amount generated from the area east of Biscayne Boulevard. In a May 12 memo (attached), the County delineated the next steps including an effort to have the CityÆs FON study presented to the Board by the end of June, 2004. The City of North Miami presented a revised FON for more targeted area, comprising a total of approximately 3,224 acres, to the TIFCC on June 7, and the TIFCC voted affirmatively to support the FON. This FON contains both the original data and boundaries and, in the form of comments, contains detailed adjustments to the area together with rationale and methodology as justification. The City of North Miami, cannot proceed with the redevelopment of the proposed Redevelopment Area unless the Board delegates certain redevelopment powers to the City. At its request and in order to assist the City in its redevelopment efforts, it is recommended that the City be delegated the power to:
1. Declare the need for and create a Community Redevelopment Agency, or to declare itself as the agency with the power to exercise such powers which may be assigned to the agency; and
2. Initiate, prepare and adopt a Redevelopment Plan and any amendments thereto, which plan and amendments shall be subject to the subsequent review and approval of the Planning Advisory Board and the Board.
All powers not specifically delegated to the City of North Miami are reserved exclusively for the Board.
Approval by the Board of the North Miami Redevelopment Area and the creation of a Community Redevelopment Agency with

37

certain redevelopment powers does not necessarily lead to the establishment of the Tax Increment Financing District. A viable redevelopment plan is a prerequisite for such action.

_____ Tony E. Crapp, Sr. Assistant County Manager

38

Exhibit F

City of North Miami

776 Northeast 125th Street, P.O. Box 619085, North Miami, Florida 33261-9085

(305) 893-6511

January 27, 2005

Mr. Tony E. Crapp, Sr.
Assistant County Manager
Miami-Dade County
111 NW First Street, Suite 2910
Miami, FL 33128-1994

RE: Request for Tax Increment Finance (TIF) Committee action on City of North Miami (City) Community Redevelopment Agency (CRA) Redevelopment Plan–Phase 1

Dear Mr. Crapp:

This is in response to your letter of December 23, 2004, and an email correspondence from Jurgen Teintze to Steve Siskind dated January 14, 2005, per the above subject. Be advised the City respectfully requests a meeting with you and the TIF Committee for the purpose of presenting the City's CRA Redevelopment Plan-Phase 1 for your review and approval. It is understood the committee's position would be a recommendation to the Miami-Dade County Board of County Commissioners for final approval of the creation of the City's CRA as represented by the Phase 1 plan.

Therefore, the establishment of a date and time to meet with the TIF Committee will be greatly appreciated. Should you have questions or need additional information, please feel free to contact my office at any time.

Sincerely,

Clarance Patterson

Clarance Patterson
City Manager

c: Dennis Kelly, Deputy City Manager
Jurgen Teintze, TIF Coordinator
Steve Siskind, Special Consultant

RECEIVED
FEB 9 2005
Tony E. Crapp, Sr.
County Manager's Office

Siskind • Carlson & Partners
AA C001963
PLANNING • ARCHITECTURE • PROJECT MANAGEMENT

JUDSON AND PARTNERS
ARCHITECTS • PLANNERS • INTERIOR DESIGN

December 27, 2004

Tony Crapp

TO: Jurgen Teintze
Tax Increment Finance Committee Coordinator
Office of Management &Budget
Miami/Dade County
111 NW 1st Street, Suite 2710
Miami, Fl. 33128

FROM: Steve Siskind

RE: CITY OF NORTH MIAMI
REDEVELOPMENT PLAN SUBMISSION

Enclosed are ten (10) copies of the draft of the City of North Miami, "Phase I, Community Redevelopment Plan" at the request of Clarance Pattterson. It incorporates the modifications outlined in his December 16, 2004 letter to Tony Crapp.

If you have any questions, please don't hesitate to call.

RECEIVED
JAN 0 5 2005
Tony E. Crapp, Sr.
County Manager's Office

242 S.W. 5TH STREET • MIAMI, FL. 33130
T. 305-856-8711 • F. 305-856-8890 • info@siskindcarlson.com

40

MIAMI-DADE COUNTY

Office of the County Manager
111 NW 1st Street • Suite 2910
Miami, Florida 33128-1994
T 305-375-5311 F 305-375-1262

miamidade.gov

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Building
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Cultural Affairs
Elections
Emergency Management
Employee Relations
Enterprise Technology Services
Environmental Resources Management
Fair Employment Practices
Finance
Fire Rescue
General Services Administration
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Park and Recreation
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Public Library System
Public Works
Safe Neighborhood Parks
Seaport
Solid Waste Management
Strategic Business Management
Team Metro
Transit
Urban Revitalization Task Force
Vizcaya Museum and Gardens
Water and Sewer

December 23, 2004

Clarance Patterson
City Manager
City of North Miami
776 N.E. 125th Street
North Miami, FL 33161

RE: Proposed City of North Miami Community Redevelopment Plan

Dear Mr. Patterson:

This correspondence serves to acknowledge our recent telephone conversation and my receipt of your letter dated December 21, 2004 that was submitted in reply to my letter dated November 15, 2004. In my letter I delineated and provided some clarification from the County's perspective regarding several issues relative to the proposed Community Redevelopment Area (CRA) in the City of North Miami.

Please be advised that I appreciate the City's effort to respond to the various issues that were raised in my letter as previously referenced. I commit to review your responses and provide you with a further response once I have had the opportunity to meet with County staff to consider the positions you are requesting the County to accept as the direction for proceeding to finalize a proposed redevelopment plan for the CRA. However, I can inform you, subject to further review, that your requests relative to the delegation of eminent domain authority and the authority of issue CRA bonds continue to be areas of concern.

Please expect a more specific response to your letter not later than approximately January 10, 2005.

Sincerely,

Tony E. Crapp, Sr.
Assistant County Manager

cc: George M. Burgess, County Manager
Jurgen Teintze, TIF Coordinator
Gerry Heffernan, Assistant County Attorney
Shannon Summerset, Assistant County Attorney

MIAMI-DADE COUNTY
Delivering Excellence Every Day

City of North Miami

776 Northeast 125th Street, P.O. Box 619085, North Miami, Florida 33261-9085

(305) 893-6511

December 21, 2004

RECEIVED
DEC 2 2004
Tony E. Crapp, Sr.
County Manager's Office

Mr. Tony E. Crapp, Sr.
Assistant County Manager
111 NW 1st Street, Suite 2910
Miami, Florida 33128-1994

Re: Proposed City of North Miami Community Redevelopment Plan

Dear Mr. Crapp:

This correspondence is in response to your letter of November 15, 2004 and our meeting on November 8, 2004 in which you outlined the County's positions on several of the City of North Miami's (City) proposed Redevelopment Plan elements.

The City has taken your comments into consideration and is in substantial agreement on the major issues. Set forth below for your consideration are those issues which we feel require further clarification and refinement. Upon your concurrence, the appropriate language and exhibits will be included in the revised Redevelopment Plan, which is currently in the process of being amended to address those matters to which the City has already agreed.

Following the clarification of these remaining issues, the Redevelopment Plan will be finalized and submitted for your review on an expedited basis. We appreciate, and accept, your offer of convening a special meeting of the Tax Increment Finance Committee shortly thereafter.

The issues raised in your November 15th letter, which require further clarification, and the City's responses are as follows:

ISSUE: The City's proposed two-phase Redevelopment Plan.

RESPONSE: The City is now submitting a Phase I Redevelopment Plan only. The City originally approved a two-phase Redevelopment Plan to allow the residents, businesses, and the City to plan for the long-term physical and economic impacts of the Redevelopment Program as opposed to basing the Redevelopment Plan on the City's current Comprehensive Plan. Toward that end, the City awarded the contract to update and revise the City's Comprehensive Plan and zoning regulations so that, among other things, they will be consistent with Phase II of the Redevelopment Plan. Completion of

this work is anticipated in September 2005. As you know, the County staff is also part of the Comprehensive Plan review process.

The Phase II sections of the Redevelopment Plan were removed and the Redevelopment Plan was renamed the City of North Miami Community Redevelopment Plan, Phase I. After the Phase I Redevelopment Plan is approved by the County, the C.R.A. will prepare and approve a Redevelopment Plan Phase II Amendment, which will be reviewed and approved concurrently with the revisions to the Comprehensive Plan and E.A.R.

The Redevelopment Plan Phase II Amendment will be presented to the County for review and approval once the City has approved the revised Comprehensive Plan for transmittal to the State. This will allow the Redevelopment Plan Phase II Amendment to be approved by the County simultaneously with the conclusion of the Comprehensive Plan appeal period, hopefully in September 2005.

ISSUE: Compliance with the County Tax Increment Contribution guidance.

RESPONSE: The City agrees that a 95% tax increment contribution from the City and the County will be applied within the entire boundary of the C.R.A. area, and from the C.R.A. area west of Biscayne Boulevard, **the dollar equivalent of the County T.I.F. revenue** will be excluded from the annual budget of the C.R.A. and is to be returned to the County.

All revenue sharing aspects of the proposed Redevelopment Plan and Finance Proposal were eliminated, including any relationship of a County contribution that is based on cost estimates. In addition, the City/C.R.A. has removed the contribution of the Fire and Rescue District from its projections and has not included the Children's Trust in its calculations.

The City has, however, approved a comprehensive plan to eliminate blight that covers the entire approved C.R.A. area. The County's T.I.F. contribution therefore is not the only source of funding in the Redevelopment Plan. The proposed funding for this program, in addition to the County's T.I.F. contribution, anticipates grants, land sales recapture, principal and interest payments on affordable housing loans and tax increment bond proceeds from the City's T.I.F. contribution on both the east and west sides.

The C.R.A. further agrees to return to the County the portion of the County's "unspent" tax incremental contributions pursuant to section 163.387 (7) and the C.R.A. will pay such amounts directly to the County.

ISSUE: "The City is requesting that the County delegate to the C.R.A. the power to issue revenue bonds and...the County will retain the power to review/approve the issuance of C.R.A. revenue bonds."

RESPONSE: The City/C.R.A. agrees that the C.R.A. and the County are both contributors and partners in the Redevelopment Program. It is the C.R.A. however that is responsible for issuing the bonds, and therefore must have standards and continuity in the issuance of the revenue bonds, so that the underwriters and bondholders can rely on the C.R.A.

The City is suggesting the County approve a master bond instrument which would include mutually agreed upon provisions of duration, contributions, and other required provisions that would be the basis for subsequent financing instruments which could be reviewed by the T.I.F. Committee and the County Manager for conformity. The bonds would then be approved, unless there is a determination that the bonds are in inconsistent with the terms of the initial master bond instrument.

ISSUE: "The City is requesting that the County delegate to the C.R.A." "...a blanket power of eminent domain" "...and the County only grants limited and specific authority for eminent domain to C.R.A. based on a land acquisition plan/element that is included in the CRA redevelopment plan and which specifies the specific parcels that may be acquired through eminent domain."

RESPONSE: Section 3.2.11 of the Redevelopment Plan indicates that the C.R.A. will acquire properties in accordance with Part III Chapter 163.375, Florida Statutes. In addition, Section 3.3.4 of the Redevelopment Plan, contains a residential eminent domain policy that clearly defines the C.R.A.'s approach to using eminent domain only after exploring other means and under specific (i.e., qualifying) conditions. Moreover, in Section 3.3.3 of the Redevelopment Plan, the affordable housing policy calls for expediting the development of the 4800 units required under the Munisport Agreement which development will likely require eminent domain acquisitions.

The Redevelopment Plan will take at least 23 years to develop and there is no practical way to determine what percentage of acquisitions will require eminent domain. There are too many variables (when, how many parcels, appraisal value and timing, percentage of voluntary acquisitions, etc) for an acquisition plan of this potential magnitude to be completed now, or to be accurate.

The City is requesting that the County approve the City/C.R.A. Eminent Domain Policy set forth in Section 3.3.4 of the Redevelopment Plan and, upon completion, the detailed Rules and Regulations, developed as part of the Implementation Program, will be submitted to the County for review and comment. The acquisitions would then be approved by the County as long as the C.R.A. is complying with the Rules and Regulations.

ISSUE: Identification of the "catalytic" priority goals/objectives targeted to the Redevelopment Area.

RESPONSE: The November 15th letter states that the Redevelopment Plan Goals and Objectives identify "City-wide" needs instead of those targeted to the C.R.A. area. In fact, the Redevelopment Area is 75% of the City's total urbanized area and 100% of the City's blighted area. It is specifically this large area of blight that causes and encompasses these "City-wide" objectives.

The Redevelopment Plan currently is a detailed "road map", which we believe, complies with applicable Florida Statutes, and is built on extensive analysis, and with City staff input, of the C.R.A. area's **many** problems. It contains schedules and budgets for all the projected categories, i.e., infrastructure improvements, public projects such as parks and recreation, parking, water treatment facilities, land acquisition, affordable housing loans, relocation costs, economic development, etc.

The Implementation Plan Outline set forth in Section 3.3.2 of the Redevelopment Plan indicates the steps necessary, after the Redevelopment Plan approval, to make these projects "specific", such as: the engineering and environmental approvals for the specific road segment improvements; the finite details of the affordable housing rules and regulations, needs assessments for the relocation of residents and businesses, and market studies completed to guide residential and business development plans. Each of these and other elements listed in the Redevelopment Plan need to be matched to available funds for sizing and phasing. Without the approval of the Phase I Redevelopment Plan, and its funding mechanism, it would be impossible for the C.R.A. to proceed to the specificity of the Redevelopment Plan implementation Phase.

The establishment of the management of the C.R.A. and the first year budget preparation will require very specific short term projects which will have to be approved through the County Budget Review and Board approval process together with longer-term projections for 3-5, and 10-year programs. **The City believes that the County, therefore, will retain input and control in this process through their mandated budget review each year.** In addition, the City welcomes the County's designation of a Redevelopment Area Coordinator, as specified in the proposed Interlocal Agreement, as a method of on-going County review and comment to the C.R.A. on its Implementation Program.

I sincerely hope this letter meaningfully responds to your concerns and that the County is satisfied that its financial contribution is now limited as requested and that it is only being asked to approve Phase I of the Redevelopment Plan at this time. The City looks forward to completing the discussions with the County and to conclude the Redevelopment Plan approval process. The County's acceptance of the above responses will allow the City to complete the Redevelopment Plan revisions and prepare an Interlocal Agreement for submission to the T.I.F. Committee and to conclude the

4.5

remaining steps in the approval of the Phase I Redevelopment Plan and Interlocal Agreement.

Following your review of the foregoing, please contact me at your earliest convenience to discuss these matters. Thank you in advance for your cooperation.

Sincerely,

Clarance Patterson

Clarance Patterson
City Manager

CP:mp

C: Patricia SaintVil-Joseph, Interim City Attorney
Dennis W. Kelly, Deputy City Manager
Carlos Perez, Finance Director
Steve Zelkowitz, Attorney, Weiss, Serota , Helfman
Luis Reiter, Attorney, Squire Sanders
Edward Marquez, First Southwest Company, Investment Banker

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111 NW 1st Street • Suite 2910
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Safe Neighborhood Parks
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Solid Waste Management
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Transit
Urban Revitalization Task Force
Vizcaya Museum and Gardens
Water and Sewer

November 15, 2004

Clarance Patterson
City Manager
City of North Miami
776 N.E. 125th Street
North Miami, Florida 33161

RE: Proposed Community Redevelopment Area (CRA) in the City of North Miami

Dear Mr. Patterson:

This correspondence is in follow-up to our meetings on September 20, 2004 and November 8, 2004, during which we have had substantial discussions to clarify our positions on some of the larger issues, goals and constraints relative to the proposed redevelopment plan for the City of North Miami Community Redevelopment Agency (CRA).

In the County Manager's letter to you dated May 12, 2004, he confirmed the mutually agreed-to understanding that was reached, on May 6, 2004, on an action plan to further your interest in implementing a redevelopment strategy within your City. Subsequently, through your consultants, Siskind/Carlson & Partners, we have received a draft proposed redevelopment plan and a draft outline for a related agreement regarding various financing options and other terms for implementation of the plan. As the result of our review we have determined that the content of these draft documents deviate substantially from the aforementioned mutual understanding.

Let me first reiterate the two major elements of that understanding by underlining the guidelines that are essential parameters of our mutual understanding regarding the proposed redevelopment activity in the City of North Miami:

(1) The County recognizes the importance of the redevelopment powers available to a CRA, including eminent domain, land assembly and disposition to facilitate the implementation of specific redevelopment projects, and agrees that such powers would assist the City of North Miami's redevelopment objectives.

(2) From the CRA area west of Biscayne Boulevard, the dollar equivalent of TIF revenue is to be excluded from the annual budget of the CRA and all

MIAMI-DADE COUNTY

such revenue is to be fully returned to the City and County respectively. The specific project/program expenditures for which the revenues from the area east of Biscayne Boulevard can be used may include: affordable housing development (e.g. land acquisition, relocation, construction, etc.), and limited and specific road and infrastructure improvements at specified locations. During our discussions subsequent to the County Manager's letter it has been made clear that a 95% tax increment is to be applied within the entire boundary of the CRA subject to the aforementioned constraint regarding the TIF revenue generated from the area west of Biscayne Boulevard.

With this guidance in mind, the following Review Comments are hereby transmitted on the Proposed Draft Redevelopment Plan for the City of North Miami CRA dated September 2004:

- The proposed redevelopment plan is a two-stage plan that includes a Phase 1 that is in conformity with the City's CDMP, however, Phase 2 will not be in compliance with the City's CDMP until it is amended through a process that will not be concluded until approximately September 2005 (see page 15). The County is not inclined to accept for review and recommendation to the BCC a redevelopment plan that will not be in compliance with the City and/or County CDMP at the time of approval as required by State Statute. The City should propose a Phase 1 redevelopment plan for approval by the County and subsequently amend the plan to include Phase 2 when the City's CDMP has been amended.

- The proposed redevelopment plan is not in compliance with the guidance provided by the County in a letter dated 5/12/04 from the County Manager to the City Manager of the City of North Miami. Specifically, the plan does not identify a proposed set of catalytic redevelopment projects for implementation and funding from projected TIF revenues, and the plan includes a projected TIF revenue stream that is not limited to the incremental revenue to be generated from the portion of the redevelopment area that lies east of Biscayne Boulevard. (see sections III, V, and VI of the proposed redevelopment plan.

- The following more specific comments below reference specific pages in the proposed redevelopment plan:

    1. See Page 3 – the City is requesting that the County delegate to the CRA the power to issue revenue bonds and a blanket power of eminent domain. The County will retain the power to review/approve the issuance of CRA revenue bonds, and the County only grants limited and specific authority for eminent domain to CRAs based on a land acquisition plan/element that is included in the CRA redevelopment plan and which specifies the specific parcels that may be acquired through eminent domain.

2. See Pages 4-12 (section 1.1.6 – redevelopment Goals & Objectives) – the discussion of redevelopment goals and objectives is a comprehensive statement and review of citywide needs and objectives, but does not clearly identify those catalytic, priority goals/objectives that are targeted to the redevelopment area. In specific terms the following goals appear to be citywide rather than redevelopment area focused: 1,2,5,6,9,18, and 20

See sections III, V, and VI – the financial projections in the proposed redevelopment plan include projected TIF revenue from the west side of Biscayne Boulevard which is not consistent with the guidance provided by the County. In addition, the calculation of projected TIF revenues includes the County's Fire & Rescue District millage, which should not be included. In addition, the statements on projected TIF revenues should clarify the exclusion of 0.5 mills that is payable to the Children's Trust as required per County Ordinance.

Further, the following Review Comments are hereby transmitted on the Proposed Draft Interlocal Agreement Financial Issues for the City of North Miami CRA dated October 2004:

- The determining (and limiting) factors for funding the redevelopment activities are not the costs to implement the desired programs, but the availability of revenue streams that can be allocated to pay for the costs of projects and financial interest on bonds. The County is not inclined to approve a revenue sharing funding mechanism based on cost estimates.

- The funds available for redevelopment programs and debt service must not exceed the equivalent of the TIF revenues from the eastern section as already defined above. Any notion of advancing, or pledging additional amounts money in the early years, in exchange for an agreement from the CRA to refund excess future revenues is an investment risk of a size and duration that the County is not inclined to take. There are downside risks to long-term property tax revenue projections of both the eastern and the western section of the CRA and to the County that, if they did occur, would occur to all at the same time. The full return of these advanced funds from surpluses more than a decade later cannot be guaranteed and, if absent, would occur just as the City and County would need the payments the most.

As I indicated during our most recent meeting, the County looks forward to continuing discussions with the City of North Miami and to receiving the City's proposed CRA redevelopment plan for consideration. It is my hope that the plan will be prepared in a manner that is consistent with the guidelines and

parameters provided by the County during our many discussions to date. The County is still willing to work with the City on an expedited basis to complete the remaining steps involved in the creation of the CRA asap prior to June 30, 2005. In this regard, we are willing to convene a special meeting of the County's Tax Increment Financing (TIF) Coordinating Committee during the month of November, provided we receive the City's proposed redevelopment plan at least ten (10) prior to the scheduling of such a special meeting. Should this special meeting be held and the proposed redevelopment plan is recommended for approval every effort will be made to have the proposed CRA redevelopment plan placed on the agenda of the Board of County Commissioners Economic Development and Human Services Committee (ED&HS) for December 9, 2004 and on the Board of County Commission agenda for December 14, 2004.

I hope and trust that this letter serves to provide guidance for the completion of the City's proposed CRA redevelopment plan in a manner that will be mutually acceptable to both the City of North Miami and Miami-Dade County. Please contact me immediately should you have any questions regarding this correspondence.

Sincerely,

Tony E. Crapp Sr

Tony E. Crapp, Sr,
Assistant County Manager

cc: George M. Burgess, County Manager
Jurgen Teintze, TIF Coordinator
Gerry Heffernan, Assistant County Attorney
Shannon Summerset, Assistant County Attorney

MIAMI-DADE COUNTY, FLORIDA

MIAMI-DADE

STEPHEN P. CLARK CENTER

OFFICE OF THE COUNTY MANAGER
SUITE 2910
111 N.W. 1st STREET
MIAMI, FLORIDA 33128-1994
(305) 375-5311

May 12, 2004

Clarance Patterson
City Manager
City of North Miami
776 N.E. 125th Street
North Miami, Florida 33161

RE: Proposed Community Redevelopment Area (CRA) in the City of North Miami

Dear Mr. Patterson:

This correspondence is in follow-up to the meeting I convened on May 6, 2004 relative to the above referenced subject. It was a pleasure meeting with you and your team in reaching an understanding regarding a mutually acceptable plan of action concerning your interest in implementing a redevelopment strategy within the City of North Miami.

By way of this letter I wanted to delineate my understanding of the action steps we have agreed to pursue regarding the County's consideration of the City's request for the creation of a Community Redevelopment Agency (CRA). In this regard, the following plan of action is proposed pursuant our recent meeting that included the City Attorney and yourself.

1. Assistant County Manager Tony E. Crapp, Sr. will work with you to modify the proposed CRA boundaries. Per the City, the boundaries will be modified to exclude those properties presently owned by Johnson & Wales. Per the County, the boundaries will be adjusted so that the area proposed for redevelopment more fully meets the requirements of Chapter 163 of Florida Statutes regarding the designation of areas with blighting conditions and can be more effectively targeted for redevelopment. The revised proposed CRA boundaries will be re-presented to the County's Tax Increment Financing (TIF) Committee.

2. The County recognizes the importance of the redevelopment powers available to a CRA including eminent domain, land assembly and disposition to facilitate the implementation of specific redevelopment projects, and agrees that such powers would assist the City of North Miami's redevelopment objectives.

3. As regards the financial implications of the creation of a CRA it is proposed that (a) **from the CRA area east of Biscayne Boulevard** (e.g. the Munisport site/Biscayne Landings development project) the dollar equivalent of a 95% tax increment will be available to the CRA to be used for those specific projects/programs delineated in the redevelopment plan as approved by the City/CRA and the County with the balance of any unused/unbudgeted increment revenue being returned to the City and County respectively on an annual basis; and (b) **from the CRA area west of Biscayne Boulevard** the dollar equivalent of 100% of the tax increment revenue (e.g. all of the maximum 95% tax increment) is to be excluded from the annual budget of the CRA and all such revenue is to be fully returned to the City and County respectively. The specific project/program expenditures for which the revenues from the area east of Biscayne Boulevard can be used may include: affordable housing development (e.g. land acquisition, relocation, construction, etc.), and limited and specific road and infrastructure improvements at specified locations.

4. The County will make every effort to have the City's Finding of Necessity Study for the revised proposed CRA boundaries in the City of North Miami presented to the Board of County Commissioners prior to June 30, 2004.

I trust that in reviewing this plan of action you will find it to be a fair restatement of our discussions. I look forward to working with you toward a mutually acceptable outcome regarding this matter.

Sincerely,

George M. Burgess
County Manager

cc: Tony E. Crapp, Sr.
Assistant County Manager