

MEMORANDUM

Agenda Item No. 5(L)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

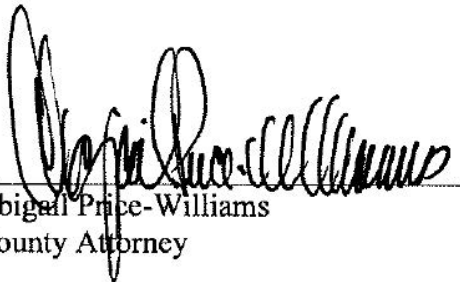
DATE: October 20, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving an amendment to the Homestead Redevelopment District Community Redevelopment Plan in accordance with section 163.361, Florida Statutes; accepting assessment of need study; approving the extension of the life of the Homestead Community Redevelopment Area and the Homestead Community Redevelopment Agency until a certain date; approving of and authorizing the County Mayor to execute the restated Interlocal Cooperation Agreement by and among Miami-Dade County, the City of Homestead and the Homestead Community Redevelopment Agency, and to exercise all provisions contained therein not reserved by the Board

Resolution No. R-1072-20

The accompanying resolution was prepared by the Office of Management and Budget and placed on the agenda at the request of Prime Sponsor Commissioner Dennis C. Moss.



Abigail Price-Williams
County Attorney

APW/smm

Date: October 20, 2020

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

From: Carlos A. Gimenez 
Mayor

Subject: Resolution Approving an Amendment to the Homestead Community Redevelopment Agency
Redevelopment Plan, Extension of the Agency and Area's Life, and Restated Interlocal
Cooperation Agreement

Recommendation

It is recommended that the Board of County Commissioners (Board) consider the attached resolution which, if approved, would do the following:

1. Accept the Assessment of Needs Study (assessment) approved and submitted by the City of Homestead (City) and the Homestead Community Redevelopment Agency (Agency);
2. Approve the Agency's amended community redevelopment plan (amended plan) pursuant to chapter 163, part III, Florida Statutes (Act);
3. Extend the life of the Agency and the redevelopment area until September 30, 2051; and
4. Approve the terms of and authorize the County Mayor or the County Mayor's designee to execute the Restated Interlocal Cooperation Agreement (amended interlocal agreement) by and among the County, the City and the Agency, and to exercise all provisions contained therein not reserved by the Board.

Should the Board extend the life of the Agency and the redevelopment area, the Board must also adopt the ordinance to extend the time for each taxing authority, including the County and the City, to contribute to the Homestead Community Redevelopment Trust Fund (trust fund), which was established by the Board to fund projects and activities set forth in the current redevelopment plan (plan) and may be amended by this item. The ordinance is being presented as a separate item for the Board's consideration and approval.

Scope

The redevelopment area encompasses approximately 1,190 acres of land in the City, which lies within County Commission Districts 8 and 9, represented by Commissioner Daniella Levine Cava and Commissioner Dennis C. Moss, respectively.

Fiscal Impact / Funding Source

The Agency's revenue source is generated through the incremental growth of ad valorem revenues beyond an established base year, tax increment financing (TIF), as more fully described in section 163.387, Florida Statutes. The County and the City currently contribute to the trust fund, and the extension of the trust fund will require the County and City to continue contributing until September 30, 2051. The countywide and

municipal revenues will be deposited into the trust fund and used within the redevelopment area to fund projects and activities prescribed by the plan to eradicate the slum and blight in the community.

Although the County and City have been contributing into the trust fund at 95 percent, the amended interlocal agreement requires the Agency to provide the County with a refund of 25 percent to be used to fund the County’s Strategic Miami Area Rapid Transit Plan (SMART Plan), specifically for the South Dade Corridor. The refund to the County will begin in FY 2020-21, and will be used to reimburse the County’s Transportation Infrastructure Improvement District (TIID District) for \$5.7 million that will be provided to the City from the TIID District for the construction and debt service costs associated with the transit and transportation components of the Homestead Multimodal Center Project. The agreement between the County and the City is currently being negotiated. After the \$5.7 million has been repaid to the TIID District, the County will continue to receive 15 percent for the SMART Plan, and the Agency will retain 10 percent for use on transitway improvements as identified in the Miami-Dade Transportation Planning Organization’s Economic Mobility and Accessibility December 2019 Study for the South Dade Transitway Corridor. Should the negotiation for the \$5.7 million be unsuccessful, in FY 2024-25 the County will receive 15 percent of the County’s contribution for the SMART TIID and the remaining 10 percent will be used by the Agency to fund transit corridor improvements.

Based on conservative estimates and a contribution of 95 percent of the increment, it is projected that TIF revenues from FY 2024-25 through FY 2050-51 will total \$214 million (\$94.4 million from the County and \$119.8 million from the City) as noted in the table below.

	County TIF	City TIF	Total TIF	SMART Refund*	County Refund	Net County Contribution
FY 2025 through FY 2051	\$94,403,436	\$119,781,857	\$214,185,293	\$15,755,292	\$23,600,859	\$55,047,285
Net Present Value	\$45,768,321	\$58,072,192	\$103,840,513	\$8,173,248	\$11,442,080	\$26,152,992

* SMART reimbursement begins in FY 2020-21

Additionally, reimbursements to the County for the TIID District will total approximately \$15.8 million (inclusive of the \$5.7 million repayment to the TIID District beginning in FY 2020-21) and reimbursements to the County’s general fund will total approximately \$23.6 million. As noted above, once the \$5.7 million has been repaid, the Agency will withhold 10 percent of the TIID revenue for use on transportation projects identified in the Miami-Dade Transportation Planning Organization’s study which will total approximately \$7.8 million. These estimates do not assume property tax roll increases associated with significant redevelopment as these are difficult to predict.

Track Record / Monitor

The terms of the amended interlocal agreement will be monitored by the Office of Management and Budget.

Background

On March 2, 1993, the Board adopted Resolution No. R-288-93 adopting a finding of necessity declaring a certain geographical area in the City as slum and blight. On June 7, 1994, the Board approved the establishment of the Agency when it adopted the plan pursuant to Resolution No. R-915-94 and funded the plan when it enacted Ordinance No. 94-125 (trust fund). An interlocal agreement between Miami-Dade County and the Agency was also approved by the Board on June 7, 1994 and was later amended on July 27, 2004 to include a community policing program.

Plan

The amended plan which is attached to the resolution as Exhibit A, is dated May 2020, was updated by Business Flare and approved by the Agency and City on May 27, 2020 through Resolution Nos. CRA2020-05-02 (Attachment A) and R2020-05-36 (Attachment B), respectively. The amended plan, which includes the assessment, as required by the Board, outlines the current conditions within the Area satisfying the requirements of Resolution No. R-611-15 for the assessment. The amended plan identifies several strategies for redevelopment. Some of the major strategies are:

- Economic Development Strategy - will focus on the Downtown Homestead District through public/private partnerships, land acquisition and business support; creation of viable commercial corridors by facilitating real estate acquisition, assemblage, development and public/private partnerships and job creation; support and recruit target commercial, cultural and light industrial uses; integration of cultural arts; and branding and marketing initiatives;
- Public Improvements/Infrastructure - coordinate publicly funded projects in the commercial corridor; support neighborhood initiatives to reduce slum and blight; create a healthy mix of housing including a healthy mix of attainable, affordable, mixed-use, workforce and mixed income;
- Transportation, Transit and Parking - encourage safe, convenient, efficient and effective motorized and alternative transportation and transit systems in the City connecting to the regional transportation system; create efficient and effective parking to support retail, restaurant, cultural, office and other facilities in the Area, and
- Redevelopment Support - encourage and support sound land use regulations in the City; use redevelopment powers to borrow funding, acquire land and dispose of land to further goals and initiatives; provide economic incentives.

Interlocal Agreement

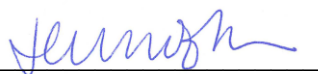
Since the Agency is requesting that the Board extend the life of the Agency and the redevelopment area, County staff has negotiated the amended interlocal agreement attached to the resolution as Exhibit B. The amended interlocal agreement was approved by the Agency and City on August 19, 2020, through Resolution Nos. CRA2020-08-07 (Attachment C) and R2020-08-59 (Attachment D), respectively. The amended interlocal agreement complies with the requirements of Resolution Nos. R-1382-09, R-871-11, R-599-15 and R-499-16 which established guidelines for community redevelopment agencies and the interlocal agreements between agencies and the County. Some of the terms set forth in the amended interlocal agreement are as follows:

- Grants the Agency certain redevelopment powers;
- Caps administrative expenses at 20 percent;
- Requires prior approval by the Board for amendments to the plan;

- Requires approval by the Board for indebtedness, including bond financing and prioritizes the reduction of debt as quickly as possible;
- Allows for one or more members of the Board or a designee to be appointed to serve on the Agency's board of commissioners;
- Requires that annual budgets and progress reports be submitted to the County. With the exception of the debt service payments on current bond obligations financed by TIF revenues, no funds on deposit in the trust fund may be expended by the Agency until the annual budget has been approved by the Board;
- Allows for a refund of 25 percent of the County's contribution to repay the TIID District \$5.7 million, thereafter requires a 15 percent contribution for the South Corridor;
- Requires community benefits for grants \$200,000 or over, and contract requirements for grants \$500,000 or more;
- Requires a refund to the County;
- Establishes clawback provisions for grants;
- Provides for reasonable opportunity to be heard;
- Requires safeguards for residents from displacement;
- Provides for Inspector General reviews and ethics training, and
- Requires an annual independent audit by a certified public accountant.

It should be noted that in 2019, the Florida Legislature amended the Community Redevelopment Act (Act) to require that a community redevelopment agency in existence on October 1, 2019, shall terminate on the expiration date provided in the agency's charter on October 1, 2019, or on September 30, 2039, whichever is earlier, unless the governing body of the county that created the community redevelopment agency, such as the Board, approves such community redevelopment agency's continued existence by a majority vote of the members of the governing body. The Act further provides that if the governing body does not approve its continued existence by a majority vote, a community redevelopment agency with outstanding bonds as of October 1, 2019, that do not mature until after the termination date of the agency or September 30, 2039, whichever is earlier, remains in existence until the date the bonds mature. Finally, the Act provides that a community redevelopment agency operating on or after September 30, 2039, may not extend the maturity date of any outstanding bonds. The Agency has no outstanding bonds.

As with all redevelopment agencies in the County, the Board will retain the power to issue debt and adopt a redevelopment plan.



Jennifer Moon
Deputy Mayor

**CITY OF HOMESTEAD, FLORIDA
CRA BOARD
RESOLUTION NO. CRA2020-05-02**

A RESOLUTION OF THE BOARD OF COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HOMESTEAD, FLORIDA; **APPROVING AN AMENDMENT TO THE ADOPTED COMMUNITY REDEVELOPMENT PLAN**; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Homestead Community Redevelopment Agency ("CRA") was created in 1994 consistent with Chapter 163, Part III, Florida Statutes, and the rules and regulations of Miami-Dade County; and

WHEREAS, the Homestead CRA adopted a Community Redevelopment Plan, dated June 7, 1994 to serve as a guide in implementing redevelopment in the Community Redevelopment Area (the "Plan"); and

WHEREAS, the CRA Board now desires to recommend necessary amendments to the Plan to the City of Homestead City Council; and

WHEREAS, all applicable notice requirements in Chapter 163, Part III, Florida Statutes, have been accomplished for the public hearing where this resolution will be considered.

NOW, THEREFORE BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HOMESTEAD, FLORIDA, AS FOLLOWS:

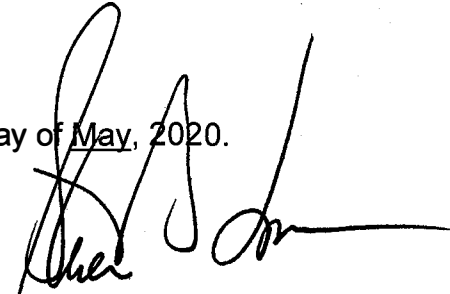
Section 1. Recitals. That the above stated recitals are hereby adopted and confirmed.

Section 2. Plan Amendment Recommended. That the amended Plan, in substantially the form attached hereto as Exhibit "A", is hereby recommended.

Section 3. Implementation. That the Executive Director of the CRA shall take any and all necessary to implement the purposes of this Resolution.

Section 4. Effective Date. That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 27th day of May, 2020.



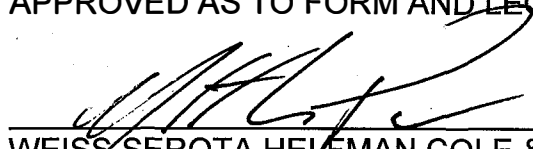
STEVEN D. LOSNER,
Chairman

ATTEST:



ELIZABETH SEWELL, MPA, MMC
City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



WEISS SEROTA HELFMAN COLE & BIERMANN, P.L.
City Attorney

Motion to adopt by Boardmember Shelley, seconded by Boardmember Ávila.

FINAL VOTE AT ADOPTION

Chairman Steven D. Losner	<u>YES</u>
Vice Chairwoman Patricia D. Fairclough-Staggers	<u>YES</u>
Board Member Erica G. Ávila	<u>YES</u>
Board Member Jenifer N. Bailey	<u>YES</u>
Board Member Sean L. Fletcher	<u>YES</u>
Board Member Larry Roth	<u>YES</u>
Board Member Stephen R. Shelley	<u>YES</u>

CITY OF HOMESTEAD, FLORIDA

RESOLUTION NO. R2020-05-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOMESTEAD, FLORIDA; **APPROVING AN AMENDMENT TO THE ADOPTED COMMUNITY REDEVELOPMENT PLAN**; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Homestead Community Redevelopment Agency ("CRA") was created in 1994 consistent with Chapter 163, Part III, Florida Statutes, and the rules and regulations of Miami-Dade County; and

WHEREAS, the Homestead CRA adopted a Community Redevelopment Plan, dated June 7, 1994 to serve as a guide in implementing redevelopment in the Community Redevelopment Area (the "Plan"); and

WHEREAS, the City Council now desires to adopt necessary amendments to the Plan; and

WHEREAS, all applicable notice requirements in Chapter 163, Part III, Florida Statutes, have been accomplished for the public hearing where this resolution will be considered.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOMESTEAD, FLORIDA, AS FOLLOWS:

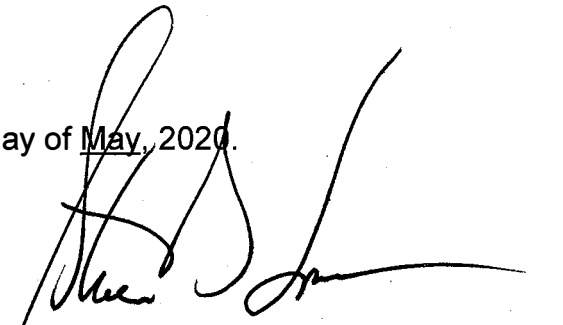
Section 1. Recitals. That the above stated recitals are hereby adopted and confirmed.

Section 2. Plan Amendment Recommended. That the amended Plan, in substantially the form attached hereto as Exhibit "A" (the "Amended Plan"), is hereby approved.

Section 3. Implementation. That the City Manager is hereby authorized to incorporate any minor changes to the Amended Plan required by Miami Dade County, and to take any and all action necessary to implement the Amended Plan and purposes of this Resolution.

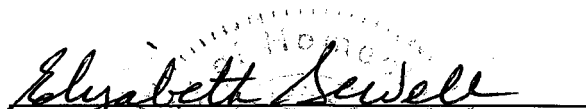
Section 4. Effective Date. That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 27th day of May, 2020.



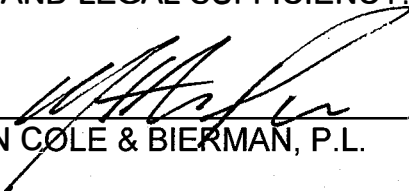
STEVEN D. LOSNER,
Mayor

ATTEST:



ELIZABETH SEWELL, MPA, MMC
City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
City Attorney

Moved by:
Seconded by:
Council Vote:

Councilman Larry Roth
Councilwoman Jenifer N. Bailey
7-0

FINAL VOTE AT ADOPTION

Mayor Steven D. Losner
Vice-Mayor Patricia D. Fairclough-Staggers
Councilwoman Erica G. Ávila
Councilwoman Jenifer N. Bailey
Councilman Sean L. Fletcher
Councilman Larry Roth
Councilman Stephen R. Shelley

<u>YES</u>
<u>YES</u>
<u>YES</u>
<u>YES</u>
<u>YES</u>
<u>YES</u>
<u>YES</u>

RESOLUTION NO. CRA 2020-08-07

A RESOLUTION OF THE BOARD OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HOMESTEAD, FLORIDA; APPROVING THE RESTATED INTERLOCAL COOPERATION AGREEMENT RELATED TO THE CITY OF HOMESTEAD COMMUNITY REDEVELOPMENT AGENCY ("HCRA"); PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as authorized by the Miami-Dade County Board of County Commissioners (the "County Commission"), the City Council of the City of Homestead (the "City Council") by adoption of Resolution No. 93-07-61 on July 15, 1993, accepted a delegation of powers from the County Commission and created the HCRA; and

WHEREAS, upon request of the HCRA, the City Council approved the Homestead Community Redevelopment Plan by Resolution No. 93-08-66, and subsequent amendment by Resolution No. R94-05-46, all of which actions were approved by the County Commission; and

WHEREAS, additionally, the interlocal agreement delegating additional authority from the County to the City was approved and entered into by the HCRA, the City and the County on June 7, 1994, and amended by the First Amendment on August 16, 2004; and

WHEREAS, accordingly, at this time, the HCRA Board finds it to be necessary and appropriate to enter into the Restated Interlocal Agreement Related to the City of Homestead Community Redevelopment Agency ("HCRA") (the "Agreement"), which is attached hereto as **Exhibit "A,"** and incorporated herein by reference, in order to amend and restate said agreement, in connection with the approved extension and expansion of the HCRA; and

WHEREAS, the HCRA Board finds the Agreement serves both a municipal and public purpose, is consistent with the provisions of Chapter 163, Part III, Florida Statutes, and is consistent with the HCRA Redevelopment Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HOMESTEAD, FLORIDA, AS FOLLOWS:

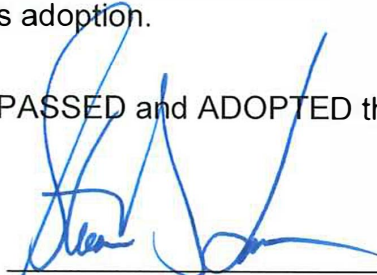
Section 1. Recitals. That the above stated recitals are hereby adopted and confirmed.

Section 2. Program Approved. That the Restated Interlocal Agreement Related to the City of Homestead Community Redevelopment Agency ("HCRA") (the "Agreement"), which is attached hereto as **Exhibit "A,"** is hereby approved.

Section 4. Implementation. That the Executive Director and the Chairman of the HCRA are hereby authorized to execute the Agreement, and take any action that is consistent with the purpose and intent of this Resolution.

Section 5. Effective Date. That this Resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED this 19TH day of August 2020.



Steven D. Losner
Chairman

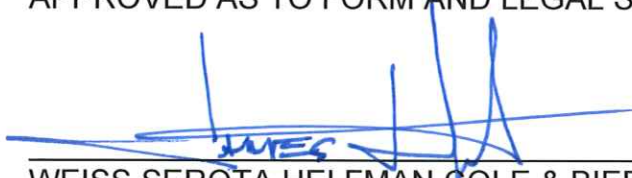
ATTEST:



Elizabeth Sewell, MPA, MMC
City Clerk

on behalf of
LIZ Palau / Admin. Assist. /
Deputy City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
City Attorney

Motion to adopt by: Board Member Jenifer N. Bailey

Seconded by: Chairman Steven D. Losner

FINAL VOTE AT ADOPTION

<i>Chairman Steven D. Losner</i>	<u>YES</u>
<i>Vice Chairwoman Patricia D. Fairclough-Staggers</i>	<u>YES</u>
<i>Board Member Erica G. Ávila</i>	<u>YES</u>
<i>Board Member Jenifer N. Bailey</i>	<u>YES</u>
<i>Board Member Sean L. Fletcher</i>	<u>ABSENT</u>
<i>Board Member Larry Roth</i>	<u>YES</u>
<i>Board Member Stephen R. Shelley</i>	<u>YES</u>

EXHIBIT A

RESTATED INTERLOCAL COOPERATION AGREEMENT RELATED TO THE CITY OF HOMESTEAD COMMUNITY REDEVELOPMENT AGENCY (HCRA)

THIS INTERLOCAL COOPERATION AGREEMENT (the "Interlocal Agreement"), made this ____ day of _____, 2020, by and among Miami-Dade County, Florida, a political subdivision of the State of Florida (the "County"), the City of Homestead, a municipal corporation under the laws of the State of Florida (the "City"), and the Homestead Community Redevelopment Agency, a public body corporate created pursuant to Section 163.357, Florida Statutes (hereinafter, referred to as the "HCRA"); and

WHEREAS, the Florida Legislature enacted the Community Redevelopment Act of 1969, which is presently codified in the Florida Statutes at Part III of Chapter 163, Sections 163.330 through 163.463, as amended, (the "Act"); and

WHEREAS, the Act provides "the governing body of any ...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 [the Act] within the boundaries of a municipality to the governing body of such a municipality;" and

WHEREAS, the Act further provides that "[s]uch a delegation to a municipality shall confer only such powers upon a municipality as shall be specifically enumerated in the delegating resolution;" and

WHEREAS, as authorized by the Miami-Dade County Board of County Commissioners (the "County Commission"), the City Council of the City of Homestead (the "City Council") by adoption of

Resolution No. 93-07-61 on July 15, 1993, accepted a delegation of powers from the County Commission and created the HCRA; and

WHEREAS, upon request of the HCRA, the City Council approved the Homestead Community Redevelopment Plan by Resolution No. 93-08-66, and subsequent amendment by Resolution No. R94-05-46, all of which actions were approved by the County Commission; and

WHEREAS, additionally, the interlocal agreement delegating additional authority from the County to the City were approved and entered into by the HCRA, the City and the County on June 7, 1994, and amended by the First Amendment on August 16, 2004; and

WHEREAS, at the request of the City and the HCRA, the County Commission has approved the extension of the life of the HCRA and the existing community redevelopment area, as set forth in the amended City of Homestead Community Redevelopment Agency Redevelopment Plan (2020)(the "Amended Redevelopment Plan" or "Plan"); and

WHEREAS, accordingly, it is necessary to renegotiate the terms of the interlocal cooperation agreement between the HCRA, the City and County and restate said agreement, in connection with the approved extension and expansion; and

WHEREAS, the County Commission, in accordance with the Act, wishes to delegate certain powers conferred on the County Commission to the City and the HCRA to implement the Amended Redevelopment Plan for the redevelopment area, as described in such plan (Redevelopment Area); and

WHEREAS, the County, City and the HCRA desire to delineate their areas of responsibility with respect to the redevelopment of the redevelopment area, as described in such plan; and

WHEREAS, on June 7, 1994, the County Commission also enacted Ordinance No. 94-125, which among other things, established a trust fund ("Fund" or "Trust Fund") to fund improvements in the Redevelopment Area; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants recorded herein, the County, the City and the HCRA agree as follows:

I. Delegation of Powers

A. With the exception of the community redevelopment powers that continue to vest in the County Commission pursuant to Section 163.358, Florida Statutes, the HCRA shall have the right and sole responsibility to exercise the following redevelopment powers specifically delegated by the County Commission pursuant to the Act:

- (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 information regarding slum clearance and community redevelopment.
- (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 by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition;
 - (b) Demolition and removal of buildings and improvements;
 - (c) Installation, construction, or reconstruction of streets, utilities, parks, playgrounds, public areas of major hotels that are constructed in support of convention centers, including meeting rooms, banquet facilities, parking garages, lobbies, and passageways, 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 as provided in S. 163.380 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 by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition which, under the Plan, is to be repaired or rehabilitated for dwelling use or related facilities, repair or rehabilitation of the structures for guidance purposes, and resale of the property, or otherwise put to use for the public good as set forth in the Plan;
- (g) The power to acquire any other real property in the Redevelopment Area by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition when necessary to eliminate unhealthful, unsanitary or unsafe conditions; 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 over 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 the 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 qualified, licensed person or agency, public or private, of services, privileges, works, streets, roads, bridges, public utilities, or other facilities for, or in connection with, a community redevelopment plan; to install, construct, and reconstruct streets, bridges, utilities, parks, playgrounds, and other public improvements; and to agree to any conditions that it deems necessary 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 the Plan and related activities, and to include in any contract authorized by the HCRA in connection with such redevelopment and related activities, provisions to fulfill such of the conditions as it deems reasonable and appropriate;
- (5) The power to enter into any building or property in the Redevelopment Area in order to make inspections, surveys, appraisals, soundings, test borings, or contamination tests, with the permission of the owner or owners and to request an order for this purpose from a court of competent jurisdiction in the event entry is denied or resisted;
- (6) The power to acquire by purchase, lease, option, gift, grant, bequest, devise or otherwise any real property within the redevelopment area (or personal property for its

administrative purposes), together with any improvements thereon;

- (7) The power to hold, improve, clear or prepare for redevelopment any property within the redevelopment area acquired by the HCRA;
- (8) The power to mortgage, pledge, hypothecate, or otherwise encumber or dispose of any real property within the redevelopment area;
- (9) The power to insure or provide for the insurance of any real or personal property within the redevelopment area or operations of the HCRA against any risks or hazards, including the power to pay premiums on any such insurance;
- (10) The power to enter into any contracts necessary to effectuate the purposes of the Act;
- (11) The power to solicit requests for proposals for redevelopment of parcels of real property within the redevelopment area contemplated by the Plan to be acquired for redevelopment purposes by the HCRA and, as a result of such requests for proposals, to advertise for the disposition of such real property to private persons or entities pursuant to Section 163.380, Florida Statutes, prior to acquisition of such real property by the HCRA;
- (12) The power to invest any community redevelopment funds held in reserves or sinking funds or any such funds not required for immediate disbursement in property or securities in which savings banks may legally invest funds subject to their control and to redeem such bonds as have been issued pursuant to Section 163.385, Florida Statutes, at redemption price established therein or to purchase such bonds at less than the redemption price, all such bonds so redeemed or purchased to be canceled;

- (13) Subject to prior approval of the City Council and the County Commission, which approval or disapproval shall be in the sole and absolute discretion of the City Council and County Commission, the power to borrow money and to apply for and accept advances, loans, 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 as a condition of the award of such loan or contribution, 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 Agency deems reasonable and appropriate which are not inconsistent with the purposes of the Act. It is the expressed intent of the Agency not to issue bonds or use any other form of indebtedness until such time as required by a development when bonding or indebtedness is required to complete the project.
- (14) 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; and
 - (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; and

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

(15) 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; and

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

(17) 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; and

(18) The power to appropriate such funds and make such expenditures as are necessary to carry out the purposes of the Act; to make a request to rezone any part of the City or the County or make exceptions from, or revisions to, building regulations; 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 such county or municipality pursuant to any of the powers granted by the Act; and

- (19) The power to make a request to close, vacate, plan, or replan streets, roads, sidewalks, ways, or other places and to plan or replan any part of the City or the County; and
- (20) The power to provide funding to support the development and implementation of community policing innovations, subject to any budgetary limitations set forth in this Agreement; and
- (21) The right to exercise any other power that the Florida Legislature grants to community redevelopment agencies after the date of this Interlocal Agreement, subject to approval of the exercise of such power by the City Council, and if approved by the City Council, subsequent approval by Miami Dade County.
- (22) Nothing in this Agreement is intended to prohibit the City and the HCRA from exercising their respective powers as set forth in Section 163.395.

B. The following powers may not be paid for or financed by increment revenues:

- (1) Construction or expansion of administrative building for public bodies or police and fire buildings, unless each taxing authority agrees to such method of financing for the construction or expansion, or unless the construction or expansion is contemplated as part of a community policing innovation.
- (2) Installation, construction, reconstruction, repair or alteration of any publicly owned capital improvements or projects, if such projects or improvements were scheduled to be installed, constructed, reconstructed, repaired, or altered within three years of the approval of the community redevelopment plan by Miami-Dade County pursuant to a previously approved public capital improvement or project schedule or plan of Miami-Dade County as the governing body which approved the

community redevelopment plan unless and until such projects or improvements have been removed from such schedule or plan of Miami-Dade County and three years have elapsed since such removal or such projects or improvements were identified in such schedule or plan to be funded, in whole or in part, with funds on deposit within the community redevelopment trust fund.

- (3) General government operating expenses unrelated to the planning and carrying out of the community redevelopment plan.

II. Miami-Dade County or Other Taxing Authority Representation

Pursuant to section 163.357(1)(d), Florida Statutes, one member of the County Commission or a County Commission designee may be appointed to serve on the HCRA's Board (in addition to the other members appointed to the HCRA Board of Commissioners (the "HCRA Board" or "Board") pursuant to section 163.357(1)(c), Florida Statutes. Said County Commissioner or designee shall be vested with the same rights, duties and obligations as any other HCRA Board member. Said membership on the HCRA's Board shall be considered an additional duty of office as prescribed by section 163.357(1)(d), Florida Statutes. Such appointment by the County Commission shall be immediate and will become part of the HCRA's Board without requiring further action from the HCRA.

III. Implementation of the Plan

A. The redevelopment powers listed in Section I herein may be exercised only with respect to the Redevelopment Area and only with respect to the Plan as approved by the County Commission, together with any supplements or amendments to the Plan, provided that any amendments and supplements to the Plan must also be approved by the County Commission. Notwithstanding anything in the Plan to the contrary, it is agreed that the Plan as approved by the County Commission pursuant to Resolution R-_____ is approved and effective through July 19, _____.

B. For purposes of this Interlocal Agreement, tax increment funds are such funds or revenues as defined by 163.387(1)(a).

C. No more than twenty percent (20%) of the total tax increment funds deposited annually into the Trust Fund by the City and the County ("HCRA TIF") shall be used for total administrative expenses allowable under Section 163.387(6)(c), Florida Statutes (including indirect and overhead expenses which may not exceed six percent (6%) of the total contemplated administrative expenses to be spent under the Plan). Administrative expenses include all compensation, including benefits, paid to or for the HCRA's Director and its employees. All expense items chargeable to the twenty (20%) administrative expense cap shall be shown as individual line items in the annual budget prepared by the HCRA and submitted to the Board with sufficient detail on individual salaries, etc. The twenty percent (20%) cap on administration shall be calculated based on the HCRA TIF funding for that particular year and shall not include any carryover or other funding or revenue sources for this calculation. The County shall charge, and the HCRA shall pay to the County, no later than March 31, an annual administrative fee ("County Administrative Fee"). This County Administrative Fee shall be 1.5% of the County's payment to the HCRA. The County Administrative Fee shall not be included in the (20%) limit on administrative expenses defined in this section.

D. The City and the County hereby agree to contribute [95%] of the tax increment funds derived from the Redevelopment Area on an annual basis. Such contribution levels comply with County Commission Ordinance No. [].

E. Use of County Tax Increment Funds. The parties acknowledge that the County proposes the disbursement of \$5,700,000 (the "Advance") to the City to fund the City's debt service and construction costs incurred in association with the transit and transportation components of the Homestead Multimodal Project (the "Project").

1. In the event the County enters into a separate funding agreement with the City for the disbursement of the

Advance, the CRA and County agree to utilize the County's tax increment fund contribution as follows:

- a. Commencing with Fiscal Year 2020-21, the HCRA shall segregate 25% of the County's tax increment fund contribution (the "Transportation TIF") for the purpose of funding the County's Strategic Miami Area Rapid Transit Transportation Plan (the "SMART Plan"), such funding shall be deposited in the County's SMART Transportation Infrastructure Improvement District (the "SMART TIID") for use along the South Dade Corridor. The HCRA shall, on an annual basis, prior to March 31st, pay the Transportation TIF to the County. The County shall use the Transportation TIF to recapture the Advance from the SMART TIID for the construction costs incurred and debt service payment owed by the City in association with the transit and transportation components of the Project. The Transportation TIF shall be the sole source of revenue for the recapture of the Advance made by the County.
- b. Beginning the Fiscal Year after the Advance has been recaptured to the SMART TIID for the Project, the County will continue to receive 15% of the Transportation TIF to be deposited in the SMART TIID and for use along the South Dade Corridor. The HCRA will receive 10% of the Transportation TIF which shall be used to fund the transit way improvements as identified in the Miami-Dade Transportation Planning Organization's Economic Mobility and Accessibility December 2019 Study for the South Dade Transit way Corridor. Any funding not used for these projects shall be returned to the County for the use as set forth in this section.

2. In the event that the County or City fails to approve the proposed disbursement of the Advance to the City, the HCRA and County agree that the HCRA shall utilize the County's tax increment fund contribution as follows:

a. Commencing with Fiscal Year 2024-25, the County will continue to receive 15% of the Transportation TIF to be deposited in the SMART TIFD and for use along the South Dade Corridor. The HCRA will receive 10% of the Transportation TIF which shall be used to fund transit way improvements as identified in the Miami-Dade Transportation Planning Organization's Economic Mobility and Accessibility December 2019 Study for the South Dade Transit way Corridor. Any funding not used for these projects shall be returned to the County for the use as set forth in this section.

F. Beginning FY 2024-25, the HCRA budget for expenditures funded by tax increment fund revenues shall be capped, so that in addition to the Transportation TIF, the HCRA shall set aside an additional 25% of the County's tax increment fund contribution, which shall remain un-appropriated and un-expended (the "County Rebate Amount"), except to the extent necessary to pay debt service and related payments on bonds that have been issued by the HCRA, if such bond issuance has been approved by the City and the County. The HCRA shall, on an annual basis beginning with FY 2024-25, prior to March 31st, pay the County Rebate Amount to the County.

G. The City and the HCRA designate the projects delineated in this paragraph as priority projects as more specifically described in the Redevelopment Plan. The HCRA shall develop and adopt its annual budgets, subject to approval by City Council and the County Commission, and carry out its work recognizing the priority status of these projects:

1. Residential Priority Projects:

- a. Market Rate Residential Housing within the "heart" of the City of Homestead downtown area;
- b. Mixed-use, mixed income development in the City of Homestead downtown near the Homestead Station; and
- c. Affordable Residential development for elderly population in the City of Homestead's Southwest Neighborhood; and
- d. Replace existing, aging overhead electrical facilities with underground electrical facilities within the City of Homestead's Southwest Neighborhood.

H. The HCRA shall use its best efforts to ensure that the staffing of the HCRA reflect the racial and ethnic diversity of the HCRA area, in accordance with applicable Federal, State, and local laws, regulations, and ordinances.

IV. City/County Coordination

A. The County Mayor or the County Mayor's designee shall designate a Redevelopment Area Coordinator (the "Redevelopment Area Coordinator"). The Redevelopment Area Coordinator shall serve as the County's liaison to the HCRA 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. Additionally, the HCRA shall provide prior notice for all HCRA Board meetings to the Redevelopment Area Coordinator, and shall deliver copies of all HCRA Board meeting agendas and agenda items to the Redevelopment Area Coordinator prior to each HCRA Board meeting. Additionally, on a yearly basis the HCRA shall transmit to the County a copy of the HCRA's annual report and certified financial statements.

B. The HCRA shall be responsible for implementing and conforming to the Plan, including developing and implementing proposals for indebtedness and bond financing which has received the prior approval of the City Council and the County Commission, acquisition, disposition and relocation activities, 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 HCRA shall deliver copies of all accepted proposals for the Redevelopment Area to the Redevelopment Area Coordinator.

C. All proposals related to amendments to the Plan and proposals for indebtedness, loans or bond financing pledging tax increment revenues shall be subject to review and approval first by the City Council and then by the County Commission. No such amended Plan or indebtedness, loan or bond financing shall be considered approved until the HCRA Board, the City Council and the County Commission have taken official legislative action in accordance with the Act approving the Plan amendment or indebtedness. The Redevelopment Area Coordinator shall submit all proposals related to amendments to the Plan and proposals for indebtedness and bond financing to the County for review and recommendation and the Mayor or the Mayor's designee shall submit said recommendation to the County Commission for its final approval. The Redevelopment Area Coordinator shall review all proposals prior to review by the County and the County Commission.

D. After approval by the HCRA's Board and the City Council of the City of Homestead, and in accordance with state law, the annual budget and progress report shall be submitted to the County. Such budget shall be submitted by HCRA and the City to the County within 10 days after the adoption of such budget and HCRA and the City shall submit amendments of its annual budget to the County within 10 days after the adoption date of the amended budget in accordance with section 163.387(6), Florida Statutes. Such budget shall be submitted in a format approved by the County with sufficient detail including a description of any proposed project, grant, loan or any other program anticipated to be funded by the HCRA in that

fiscal year. Additionally, the budget shall include a section outlining the accomplishments of the prior fiscal year. The annual budget for the HCRA shall be subject to review and approval by the County Commission. The annual budget shall be submitted to the County no later than October 15th of each fiscal year. With the exception of the debt service payment on current bond obligations financed by tax increment revenues (only if such obligations have been approved by the City Council and County Commission), no funds on deposit in the Fund may be expended by the HCRA based on the new budget until the annual budget has been approved by the County Commission. However, as long as the HCRA's annual budget which has been adopted and approved in compliance with the terms of this Interlocal Agreement is submitted to the County no later than October 15th, the HCRA may continue to make expenditures provided they do not exceed the fund appropriation in the previous year budget. However, if expected revenue decreases from the previous fiscal year, the prior budget fund appropriation shall be reduced accordingly for the purpose of limiting expenditures until the new budget is approved by the County. At the request of the County, the HCRA shall submit additional progress reports on the Plan and Redevelopment Area activities. The annual budget must be accompanied by official legislation from the HCRA and the City approving the budget and including a statement that all HCRA expenses are in accordance with the approved Plan and State law. The City shall transmit such legislation to the County.

E. Should the HCRA Board, the City Council and the County Commission approve and/or adopt any amendments and modifications to the Plan, such amendments and modifications shall become a part of the Plan and the powers delegated to the HCRA pursuant to this Agreement shall be exercisable with respect to such amendments and modifications.

F. Beginning October 1, 2049, the County, Agency and City will negotiate an interlocal agreement to account for the sunset of the Homestead Community Redevelopment Agency and Area. Such agreement shall include but not limited to the methodology for disbursement of Trust Fund revenues remaining in the Trust Fund on September 30, 2051, to the taxing authorities (County and City), the

disposition of real and personal property purchased with Agency funds, and any other issues associated with the dissolution of the Agency. Beginning FY 2050-51 the Agency will not fund any new projects, grants, initiatives, etc. in order to complete all previously funded projects, etc. to provide for the proper closeout of the Agency prior to September 30, 2051.

V. Land Disposition

Any disposition of land by the HCRA shall be accomplished in accordance with applicable provisions of federal, State and local laws, Plan and this Agreement pursuant to the Act.

VI. Project Financing

A. The City, either directly or through the HCRA shall establish and maintain the Fund, as required by applicable law.

B. The City, either directly or through the HCRA, 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 HCRA may expeditiously and without undue delay, utilize such funds in accordance with the County Commission approved budget for the HCRA.

C. The HCRA, only if approved by the City Council and the County Commission, 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, the City Council's and the County Commission's approval as to amount, duration and purpose of such bonds, notes or other indebtedness, and advances pledging or obligating tax increment revenues, must be obtained prior to issuance of any such bond, note or other form of indebtedness and advances pledging or obligating tax increment revenues. Notwithstanding any provision

hereof, any provision of this Interlocal Agreement, the duration of such bonds, notes, or other indebtedness and advances pledging or obligating tax increment revenues which may be approved by the City Council and the County Commission shall not extend past the last day of the Fiscal Year of the HCRA's legal existence (September 30, 2051). The County's and the City's obligation to annually appropriate to the Fund shall continue until all properly approved loans, advances and indebtedness, if any, and interest thereon, if any, of the HCRA incurred as a result of redevelopment in the Redevelopment Area, have been paid, or for as long as required by applicable law, whichever is later. In no year shall the County's and the City'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 last fiscal year of the HCRA, 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 authority 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 the 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 listed herein pursuant to the approved Plan. The funds appropriated for such project may not be changed unless the project is amended, redesigned, or delayed, in which case the funds must be re-appropriated pursuant to the next annual budget adopted by the HCRA Board, subject to approval by the City Council and the County Commission.

VII. Community Benefits Agreements, Contracting and Procurement,

A. Community Benefits Agreement. All entities or contractors contracting with or receiving grants, property, or other consideration from the HCRA, for new commercial and residential developments to be constructed within the Redevelopment Area, in an amount of

\$200,000.00 or more, or such other amount as may be established by the County Commission, shall enter into a community benefits agreement with the HCRA which will benefit primarily the residents of the Redevelopment Area. To the extent allowed by law, a community benefits agreement shall include provisions for hiring the qualified labor workforce for the project financed by the grant or agreement from residents of the Redevelopment Area that are qualified but unemployed or underemployed. Depending on the worker or employee to be hired, the HCRA will be required to ensure that such entity or contractor complies with wage requirements, as applicable, established by Miami-Dade County's Living Wage or Responsible Wage Ordinances, pursuant to Section 2-8.9 and 2-11.16, respectively, of the Code of Miami-Dade County, Florida (the "Code") or pay higher wages and benefits, as are feasible.

B. Contract Requirements. All entities or contractors contracting with or receiving a grant, property, or other consideration from the HCRA in an amount of \$500,000.00 or more, or such other amount as may be established by the County Commission, shall comply with the following Miami-Dade County ordinances contained in the Code, as may be amended, as if expressly applicable to such entities:

- (1) Small Business Enterprises (Section 2-8.1.1.1 of the Code);
- (2) Community Business Enterprises (Section 2-10.4.01 of the Code);
- (3) Community Small Business Enterprises (Section 10-33.02 of the Code);
- (4) Conflict of Interest and Code of Ethics Ordinance (Section 2-11.1 of the Code); and/or
- (5) Living Wage Ordinance
- (6) Responsible Wage Ordinance (Section 2-11.16 of the Code)

C. Procurement. Pursuant to Section 163.370(5), Fla. Stat., the HCRA shall procure all commodities and services pursuant to the same purchasing procedures and requirements that apply to the

City, including provisions of the City Charter and any procurement ordinances, as modified to reflect that such requirements are applicable to the HCRA.

VIII. Recovery of Grant Funds

The HCRA shall include in their contracts or grant agreements a "clawback" provision that will require the HCRA or the City to "claw back" or rescind and recover funding from any entity or contractor to which it provides funding which does not substantially comply with the provisions of its agreement. The clawback provision shall provide that the HCRA shall demand repayment of such funds in writing, including recovery of penalties or liquidated damages, to the extent allowed by law, as well as attorney's fees and interest, and authorizing the collection of such funds, or legal action, to the fullest extent allowable by law, if feasible.

IX. Required Reasonable Opportunity to Be Heard and Project Related Findings

A. The HCRA Board shall delegate authority to its Director or his or her designee to oversee projects and shall set the amount of the Director's or designee's authority. If the HCRA proposes to fund a proposed new or rehabilitated commercial or residential project and such project amount is above the delegated person's authority for approval thus requiring approval of the HCRA Board, a duly noticed public meeting must be held where the public has a reasonable opportunity to be heard, and a finding by the HCRA Board must be made that:

- (1) The proposed project or program will primarily and substantially benefit residents or business owners within the Redevelopment Area for the purpose of raising the viability and strength within the HCRA boundary.
- (2) The non-public entity or contractor requesting funding may, with approval of a funding agreement by the HCRA Board, use the HCRA's funds to fill in any financial gaps when all other funding has been identified for the project and that, but for the HCRA's funding, the project cannot be undertaken.

X. Safeguards for Residents from Displacement and Affordable Housing

In the event the HCRA funds a redevelopment project authorized by the Plan that will temporarily or permanently displace persons (including individuals, families, business concerns, nonprofit organizations and others) located in the Redevelopment Area, the HCRA shall prepare or caused to be prepared a relocation plan to assist in the relocation of such persons and shall make any required relocation payments under the Act and applicable laws and regulations. It is expressly understood that the HCRA may fulfill the obligations as set forth in this paragraph by causing the developer or developers undertaking approved redevelopment activities to propose the required redevelopment plan and fund relocation

payments, subject to approval of such plan and payments by the HCRA Board.

Further, the HCRA shall make or provide for at least a "one-for-one" replacement of each affordable housing unit demolished pursuant to a redevelopment project to ensure that such demolished unit is replaced by a new comparable, affordable housing unit. However, the before-mentioned requirement shall not apply to substandard affordable housing that has been declared unsafe by a governmental entity and subsequently demolished. Individuals and families who are displaced from affordable housing units have a right of first refusal to return to comparably priced affordable housing units located within the Redevelopment Area provided the affected persons keep the HCRA advised of their current address at all times.

The HCRA shall serve an income mix of extremely low, very low, low, moderate, and workforce housing up to 140 percent of the area median income (any specific geographic region), as may be defined by the U.S. Department of Housing and Urban Development. Developer incentives may be established that assist in accomplishing these housing goals.

XI. Project Management, Administration and Coordination

A. The HCRA, shall consider any reasonable request by the County with respect to implementing any activity related to the Plan. The HCRA shall develop implementation schedules and timetables for all significant Redevelopment Area activities as determined the HCRA, copies of which shall be delivered to the Redevelopment Area Coordinator beginning six months from the date of this Agreement. The HCRA shall also deliver additional interim reports to the County upon request.

- (1) The Redevelopment Area Coordinator shall receive from the HCRA 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.

- (2) 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.
- (3) The City or the HCRA 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 or the HCRA shall be required to have an outside independent audit on an 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 HCRA 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 HCRA 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 HCRA or third parties for such monitoring or investigation or for the failure to have conducted such monitoring or investigation.

XII. Indemnification

The City and HCRA 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 HCRA or its employees, agents, servants, partners principals or subcontractors. The HCRA, on its behalf and on behalf of the City, 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. The City shall be responsible for such expenditures in the absence of the HCRA, provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28, Florida Statutes, as may be amended from time to time. Specifically, the City and HCRA shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the statutory maximum, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgment payable by the City or HCRA arising out of the same incident or occurrence, exceed the statutory maximum 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 HCRA or City.

XIII. Inspector General Review and Ethics Training

A. The County shall have the right to retain, at its sole cost, the services of an independent private sector inspector general whenever the County deems it appropriate to do so, in accordance with Miami-Dade County Administrative Order No. 3-20. Upon written notice from the County, the HCRA shall make available to the independent private sector inspector general retained by the County all requested records and documentation for inspection and reproduction. Additionally, the HCRA shall submit to the County's Inspector General's review in accordance with Section 2-1076 of the Code. The County's Inspector General shall be empowered to review the HCRA's past, present and proposed contracts, transactions, accounts, records, agreements and programs and audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to, project design, specifications, proposal submittals, activities of the HCRA, its officers, agents and employees, lobbyists, staff and elected officials to ensure compliance with contract specifications and to detect any fraud and/or corruption.

B. The HCRA agrees to comply with Miami-Dade County's Conflict of Interest and Code of Ethics Ordinance (Section 2-11.1 of the Code). Additionally, upon their appointment or reappointment, all HCRA Board members, all of the HCRA's advisory board members, and the persons who staff the HCRA Board or the HCRA's advisory boards shall be required to complete ethics training to be conducted by the Miami-Dade Commission on Ethics and Public Trust, and comply with any other ethics training requirements imposed by law.

XVI. Miscellaneous

A. 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.

B. Construction of Agreement. 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.

C. 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;

D. 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.

E. Waiver. No consent or waiver by a party to, or of, any breach, or default, 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 default in the performance by such other party of the same or any other obligations of such other party hereunder. No action or inaction shall be construed as a consent or waiver and all consents and waivers must be in writing signed by the party against whom enforcement of the consent or waiver is sought. Failure by a party to complain of any act, or inaction, 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 its 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.

- F. Beginning October 1, 2049, the County, Agency and City will negotiate an interlocal agreement to account for the sunset of the Homestead Community Redevelopment Agency and Area. Such agreement shall include but not be limited to the methodology for disbursement of Trust Fund revenues remaining in the Trust Fund on September 30, 2051, to the taxing authorities (County and City), the disposition of real and personal property purchased with Agency funds, and any other issues associated with the dissolution of the Agency. Beginning FY 2050-51 the Agency will not fund any new projects, grants, initiatives, etc. in order to complete all previously funded projects, etc. to provide for the proper closeout of the Agency prior to September 30, 2051.
- G. This Agreement may be amended only by the written agreement signed by the HCRA, the City, and the County.
- H. This Agreement, or any part thereof, is not assignable by the HCRA without the express written consent of the County.
- I. The recitals in this Agreement are incorporated in the Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto 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.

CITY OF HOMESTEAD

MIAMI-DADE COUNTY

By: 
Mayor

By: _____
Carlos A. Gimenez
Mayor

ATTEST

ATTEST

On behalf of By: 
City Clerk
LIZ FALKOW Admin. Assist /
Deputy City Clerk

By: 
Deputy Clerk

Approved for form and legal
sufficiency

Approved for form and legal
sufficiency

By: 
City Attorney

By: _____
Assistant County Attorney

CITY OF HOMESTEAD
REDEVELOPMENT AGENCY

By: _____
Chairperson

By: _____
Executive Director

ATTEST:

By: _____
Secretary

Approved for form and legal
sufficiency

By: _____
HCRA Attorney

RESOLUTION NO. 2020-08-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOMESTEAD, FLORIDA, APPROVING THE RESTATED INTERLOCAL COOPERATION AGREEMENT RELATED TO THE CITY OF HOMESTEAD COMMUNITY REDEVELOPMENT AGENCY ("HCRA") WITH MIAMI-DADE COUNTY; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as authorized by the Miami-Dade County Board of County Commissioners (the "County Commission"), the City Council of the City of Homestead (the "City Council") by adoption of Resolution No. 93-07-61 on July 15, 1993, accepted a delegation of powers from the County Commission and created the HCRA; and

WHEREAS, upon request of the HCRA, the City Council approved the Homestead Community Redevelopment Plan by Resolution No. 93-08-66, and subsequent amendment by Resolution No. R94-05-46, all of which actions were approved by the County Commission; and

WHEREAS, additionally, the interlocal agreement delegating additional authority from the County to the City was approved and entered into by the HCRA, the City and the County on June 7, 1994, and amended by the First Amendment on August 16, 2004; and

WHEREAS, at this time, the City Council finds it to be necessary and appropriate to enter into the Restated Interlocal Cooperation Agreement Related to the City of Homestead Community Redevelopment Agency ("HCRA") (the "Agreement"), with Miami-Dade County and the HCRA, a copy of which is attached hereto as Exhibit "A," and incorporated herein by reference, in order to amend and restate said agreement, in connection with the approved extension and expansion of the HCRA; and

WHEREAS, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOMESTEAD, FLORIDA, AS FOLLOWS:

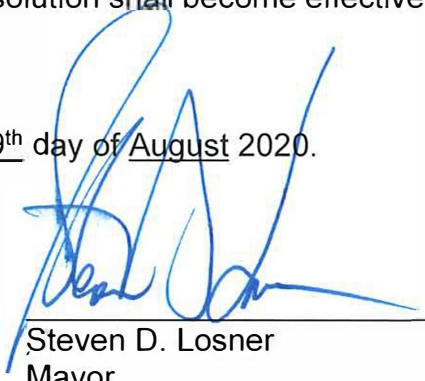
Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval. That the City Council approves the Agreement with the Miami-Dade County and the HCRA in substantially the form attached hereto as Exhibit "A."

Section 3. Authorization. That the City Council hereby authorizes the Mayor to execute the Agreement with the County, in substantially the form attached hereto as Exhibit "A."

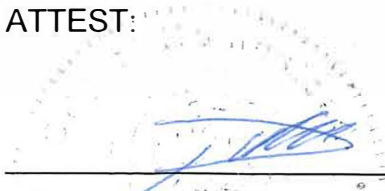
Section 4. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED and ADOPTED this 19th day of August 2020.



Steven D. Losner
Mayor

ATTEST:



Elizabeth Sewell, MMC
City Clerk

On behalf of
LIZ Palau / Admin Assist. /
Deputy City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.

City Attorney

Motion to adopt by: Councilman Larry Roth

Seconded by: Councilwoman Jenifer N. Bailey

FINAL VOTE AT ADOPTION

<i>Mayor Steven D. Losner</i>	<u>YES</u>
<i>Vice Mayor Patricia D. Fairclough-Staggers</i>	<u>YES</u>
<i>Councilwoman Erica G. Ávila</i>	<u>YES</u>
<i>Councilwoman Jenifer N. Bailey</i>	<u>YES</u>
<i>Councilman Sean L. Fletcher</i>	<u>ABSENT</u>
<i>Councilman Larry Roth</i>	<u>YES</u>
<i>Councilman Stephen R. Shelley</i>	<u>YES</u>

EXHIBIT A

RESTATED INTERLOCAL COOPERATION AGREEMENT RELATED TO THE CITY OF HOMESTEAD COMMUNITY REDEVELOPMENT AGENCY (HCRA)

THIS INTERLOCAL COOPERATION AGREEMENT (the “Interlocal Agreement”), made this ____ day of _____, 2020, by and among Miami-Dade County, Florida, a political subdivision of the State of Florida (the “County”), the City of Homestead, a municipal corporation under the laws of the State of _____ Florida _____ (the “City”), and the Homestead Community Redevelopment Agency, a public body corporate created pursuant to Section 163.357, Florida Statutes (hereinafter, referred to as the “HCRA”); and

WHEREAS, the Florida Legislature enacted the Community Redevelopment Act of 1969, which is presently codified in the Florida Statutes at Part III of Chapter 163, Sections 163.330 through 163.463, as amended, (the “Act”); and

WHEREAS, the Act provides “the governing body of any ...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 [the Act] within the boundaries of a municipality to the governing body of such a municipality;” and

WHEREAS, the Act further provides that “[s]uch a delegation to a municipality shall confer only such powers upon a municipality as shall be specifically enumerated in the delegating resolution;” and

WHEREAS, as authorized by the Miami-Dade County Board of County Commissioners (the “County Commission”), the City Council of the City of Homestead (the “City Council”) by adoption of Resolution No. 93-07-61 on

July 15, 1993, accepted a delegation of powers from the County Commission and created the HCRA; and

WHEREAS, upon request of the HCRA, the City Council approved the Homestead Community Redevelopment Plan by Resolution No. 93-08-66, and subsequent amendment by Resolution No. R94-05-46, all of which actions were approved by the County Commission; and

WHEREAS, additionally, the interlocal agreement delegating additional authority from the County to the City were approved and entered into by the HCRA, the City and the County on June 7, 1994, and amended by the First Amendment on August 16, 2004; and

WHEREAS, at the request of the City and the HCRA, the County Commission has approved the extension of the life of the HCRA and the existing community redevelopment area, as set forth in the amended City of Homestead Community Redevelopment Agency Redevelopment Plan (2020)(the "Amended Redevelopment Plan" or "Plan"); and

WHEREAS, accordingly, it is necessary to renegotiate the terms of the interlocal cooperation agreement between the HCRA, the City and County and restate said agreement, in connection with the approved extension and expansion; and

WHEREAS, the County Commission, in accordance with the Act, wishes to delegate certain powers conferred on the County Commission to the City and the HCRA to implement the Amended Redevelopment Plan for the redevelopment area, as described in such plan (Redevelopment Area); and

WHEREAS, the County, City and the HCRA desire to delineate their areas of responsibility with respect to the redevelopment of the redevelopment area, as described in such plan; and

WHEREAS, on June 7, 1994, the County Commission also enacted Ordinance No. 94-125, which among other things, established a trust fund ("Fund" or "Trust Fund") to fund improvements in the Redevelopment Area; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants recorded herein, the County, the City and the HCRA agree as follows:

I. Delegation of Powers

A. With the exception of the community redevelopment powers that continue to vest in the County Commission pursuant to Section 163.358, Florida Statutes, the HCRA shall have the right and sole responsibility to exercise the following redevelopment powers specifically delegated by the County Commission pursuant to the Act:

- (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 information regarding slum clearance and community redevelopment.
- (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 by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition;
 - (b) Demolition and removal of buildings and improvements;
 - (c) Installation, construction, or reconstruction of streets, utilities, parks, playgrounds, public areas of major hotels that are constructed in support of convention centers, including meeting rooms, banquet facilities, parking garages, lobbies, and passageways, 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 as provided in S. 163.380 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 by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition which, under the Plan, is to be repaired or rehabilitated for dwelling use or related facilities, repair or rehabilitation of the structures for guidance purposes, and resale of the property, or otherwise put to use for the public good as set forth in the Plan;
 - (g) The power to acquire any other real property in the Redevelopment Area by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition when necessary to eliminate unhealthful, unsanitary or unsafe conditions; 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 over 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 the 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 qualified, licensed person or agency, public or private, of services, privileges, works, streets, roads, bridges, public utilities, or other facilities for, or in connection with, a community redevelopment plan; to install, construct, and reconstruct streets, bridges, utilities, parks, playgrounds, and

other public improvements; and to agree to any conditions that it deems necessary 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 the Plan and related activities, and to include in any contract authorized by the HCRA in connection with such redevelopment and related activities, provisions to fulfill such of the conditions as it deems reasonable and appropriate;

- (5) The power to enter into any building or property in the Redevelopment Area in order to make inspections, surveys, appraisals, soundings, test borings, or contamination tests, with the permission of the owner or owners and to request an order for this purpose from a court of competent jurisdiction in the event entry is denied or resisted;
- (6) The power to acquire by purchase, lease, option, gift, grant, bequest, devise or otherwise any real property within the redevelopment area (or personal property for its administrative purposes), together with any improvements thereon;
- (7) The power to hold, improve, clear or prepare for redevelopment any property within the redevelopment area acquired by the HCRA;
- (8) The power to mortgage, pledge, hypothecate, or otherwise encumber or dispose of any real property within the redevelopment area;
- (9) The power to insure or provide for the insurance of any real or personal property within the redevelopment area or operations of the HCRA against any risks or hazards, including the power to pay premiums on any such insurance;
- (10) The power to enter into any contracts necessary to effectuate the purposes of the Act;
- (11) The power to solicit requests for proposals for redevelopment of parcels of real property within the redevelopment area contemplated by the Plan to be acquired for redevelopment purposes by the HCRA and, as a result of such requests for

proposals, to advertise for the disposition of such real property to private persons or entities pursuant to Section 163.380, Florida Statutes, prior to acquisition of such real property by the HCRA;

- (12) The power to invest any community redevelopment funds held in reserves or sinking funds or any such funds not required for immediate disbursement in property or securities in which savings banks may legally invest funds subject to their control and to redeem such bonds as have been issued pursuant to Section 163.385, Florida Statutes, at redemption price established therein or to purchase such bonds at less than the redemption price, all such bonds so redeemed or purchased to be canceled;
- (13) Subject to prior approval of the City Council and the County Commission, which approval or disapproval shall be in the sole and absolute discretion of the City Council and County Commission, the power to borrow money and to apply for and accept advances, loans, 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 as a condition of the award of such loan or contribution, 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 Agency deems reasonable and appropriate which are not inconsistent with the purposes of the Act. It is the expressed intent of the Agency not to issue bonds or use any other form of indebtedness until such time as required by a development when bonding or indebtedness is required to complete the project.
- (14) 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; and
 - (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; and
 - (c) Appraisals, title searches, surveys, studies, and other plans and work necessary to prepare for the undertaking of community redevelopment and related activities; and
- (15) 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; and
- (16) The power to apply for, accept, and utilize grants of funds from the Federal Government for such purposes; and
- (17) 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; and
- (18) The power to appropriate such funds and make such expenditures as are necessary to carry out the purposes of the Act; to make a request to rezone any part of the City or the County or make exceptions from, or revisions to, building regulations; 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 such county or municipality pursuant to any of the powers granted by the Act; and

- (19) The power to make a request to close, vacate, plan, or replan streets, roads, sidewalks, ways, or other places and to plan or replan any part of the City or the County; and
- (20) The power to provide funding to support the development and implementation of community policing innovations, subject to any budgetary limitations set forth in this Agreement; and
- (21) The right to exercise any other power that the Florida Legislature grants to community redevelopment agencies after the date of this Interlocal Agreement, subject to approval of the exercise of such power by the City Council, and if approved by the City Council, subsequent approval by Miami Dade County.
- (22) Nothing in this Agreement is intended to prohibit the City and the HCRA from exercising their respective powers as set forth in Section 163.395.

B. The following powers may not be paid for or financed by increment revenues:

- (1) Construction or expansion of administrative building for public bodies or police and fire buildings, unless each taxing authority agrees to such method of financing for the construction or expansion, or unless the construction or expansion is contemplated as part of a community policing innovation.
- (2) Installation, construction, reconstruction, repair or alteration of any publicly owned capital improvements or projects, if such projects or improvements were scheduled to be installed, constructed, reconstructed, repaired, or altered within three years of the approval of the community redevelopment plan by Miami-Dade County pursuant to a previously approved public capital improvement or project schedule or plan of Miami-Dade County as the governing body which approved the community redevelopment plan unless and until such projects or improvements have been removed from such schedule or plan of Miami-Dade County and three years have elapsed since such removal or such projects or improvements were identified in such schedule or plan to be funded, in whole or in part, with funds on deposit within the community redevelopment trust fund.

- (3) General government operating expenses unrelated to the planning and carrying out of the community redevelopment plan.

II. Miami-Dade County or Other Taxing Authority Representation

Pursuant to section 163.357(1)(d), Florida Statutes, one member of the County Commission or a County Commission designee may be appointed to serve on the HCRA's Board (in addition to the other members appointed to the HCRA Board of Commissioners (the "HCRA Board" or "Board") pursuant to section 163.357(1)(c), Florida Statutes. Said County Commissioner or designee shall be vested with the same rights, duties and obligations as any other HCRA Board member. Said membership on the HCRA's Board shall be considered an additional duty of office as prescribed by section 163.357(1)(d), Florida Statutes. Such appointment by the County Commission shall be immediate and will become part of the HCRA's Board without requiring further action from the HCRA.

III. Implementation of the Plan

A. The redevelopment powers listed in Section I herein may be exercised only with respect to the Redevelopment Area and only with respect to the Plan as approved by the County Commission, together with any supplements or amendments to the Plan, provided that any amendments and supplements to the Plan must also be approved by the County Commission. Notwithstanding anything in the Plan to the contrary, it is agreed that the Plan as approved by the County Commission pursuant to Resolution R-_____ is approved and effective through July 19, _____.

B. For purposes of this Interlocal Agreement, tax increment funds are such funds or revenues as defined by 163.387(1)(a).

C. No more than twenty percent (20%) of the total tax increment funds deposited annually into the Trust Fund by the City and the County ("HCRA TIF") shall be used for total administrative expenses allowable under Section 163.387(6)(c), Florida Statutes (including indirect and overhead expenses which may not exceed six percent (6%) of the total contemplated administrative expenses to be spent under the Plan). Administrative expenses include all compensation, including benefits, paid to or for the HCRA's Director and its employees. All expense items chargeable to the twenty (20%) administrative

expense cap shall be shown as individual line items in the annual budget prepared by the HCRA and submitted to the Board with sufficient detail on individual salaries, etc. The twenty percent (20%) cap on administration shall be calculated based on the HCRA TIF funding for that particular year and shall not include any carryover or other funding or revenue sources for this calculation. The County shall charge, and the HCRA shall pay to the County, no later than March 31, an annual administrative fee ("County Administrative Fee"). This County Administrative Fee shall be 1.5% of the County's payment to the HCRA. The County Administrative Fee shall not be included in the (20%) limit on administrative expenses defined in this section.

D. The City and the County hereby agree to contribute [95%] of the tax increment funds derived from the Redevelopment Area on an annual basis. Such contribution levels comply with County Commission Ordinance No. [].

E. Use of County Tax Increment Funds. The parties acknowledge that the County proposes the disbursement of \$5,700,000 (the "Advance") to the City to fund the City's debt service and construction costs incurred in association with the transit and transportation components of the Homestead Multimodal Project (the "Project").

1. In the event the County enters into a separate funding agreement with the City for the disbursement of the Advance, the CRA and County agree to utilize the County's tax increment fund contribution as follows:
 - a. Commencing with Fiscal Year 2020-21, the HCRA shall segregate 25% of the County's tax increment fund contribution (the "Transportation TIF") for the purpose of funding the County's Strategic Miami Area Rapid Transit Transportation Plan (the "SMART Plan"), such funding shall be deposited in the County's SMART Transportation Infrastructure Improvement District (the "SMART TIID") for use along the South Dade Corridor. The HCRA shall, on an annual basis, prior to March 31st, pay the Transportation TIF to the County. The County shall use the Transportation TIF to recapture the Advance

from the SMART TIID for the construction costs incurred and debt service payment owed by the City in association with the transit and transportation components of the Project. The Transportation TIF shall be the sole source of revenue for the recapture of the Advance made by the County.

- b. Beginning the Fiscal Year after the Advance has been recaptured to the SMART TIID for the Project, the County will continue to receive 15% of the Transportation TIF to be deposited in the SMART TIID and for use along the South Dade Corridor. The HCRA will receive 10% of the Transportation TIF which shall be used to fund the transit way improvements as identified in the Miami-Dade Transportation Planning Organization's Economic Mobility and Accessibility December 2019 Study for the South Dade Transit way Corridor. Any funding not used for these projects shall be returned to the County for the use as set forth in this section.
2. In the event that the County or City fails to approve the proposed disbursement of the Advance to the City, the HCRA and County agree that the HCRA shall utilize the County's tax increment fund contribution as follows:
 - a. Commencing with Fiscal Year 2024-25, the County will continue to receive 15% of the Transportation TIF to be deposited in the SMART TIID and for use along the South Dade Corridor. The HCRA will receive 10% of the Transportation TIF which shall be used to fund transit way improvements as identified in the Miami-Dade Transportation Planning Organization's Economic Mobility and Accessibility December 2019 Study for the South Dade Transit way Corridor. Any funding not used for these projects shall be returned to the County for the use as set forth in this section.

F. Beginning FY 2024-25, the HCRA budget for expenditures funded by tax increment fund revenues shall be capped, so that in addition to the Transportation TIF, the HCRA shall set aside an additional 25% of the County's tax increment fund

contribution, which shall remain un-appropriated and un-expended (the "County Rebate Amount"), except to the extent necessary to pay debt service and related payments on bonds that have been issued by the HCRA, if such bond issuance has been approved by the City and the County. The HCRA shall, on an annual basis beginning with FY 2024-25, prior to March 31st, pay the County Rebate Amount to the County.

G. The City and the HCRA designate the projects delineated in this paragraph as priority projects as more specifically described in the Redevelopment Plan. The HCRA shall develop and adopt its annual budgets, subject to approval by City Council and the County Commission, and carry out its work recognizing the priority status of these projects:

1. Residential Priority Projects:

- a. Market Rate Residential Housing within the "heart" of the City of Homestead downtown area;
- b. Mixed-use, mixed income development in the City of Homestead downtown near the Homestead Station; and
- c. Affordable Residential development for elderly population in the City of Homestead's Southwest Neighborhood; and
- d. Replace existing, aging overhead electrical facilities with underground electrical facilities within the City of Homestead's Southwest Neighborhood.

H. The HCRA shall use its best efforts to ensure that the staffing of the HCRA reflect the racial and ethnic diversity of the HCRA area, in accordance with applicable Federal, State, and local laws, regulations, and ordinances.

IV. City/County Coordination

A. The County Mayor or the County Mayor's designee shall designate a Redevelopment Area Coordinator (the "Redevelopment Area Coordinator"). The Redevelopment Area Coordinator shall serve as the

County's liaison to the HCRA 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. Additionally, the HCRA shall provide prior notice for all HCRA Board meetings to the Redevelopment Area Coordinator, and shall deliver copies of all HCRA Board meeting agendas and agenda items to the Redevelopment Area Coordinator prior to each HCRA Board meeting. Additionally, on a yearly basis the HCRA shall transmit to the County a copy of the HCRA's annual report and certified financial statements.

B. The HCRA shall be responsible for implementing and conforming to the Plan, including developing and implementing proposals for indebtedness and bond financing which has received the prior approval of the City Council and the County Commission, acquisition, disposition and relocation activities, 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 HCRA shall deliver copies of all accepted proposals for the Redevelopment Area to the Redevelopment Area Coordinator.

C. All proposals related to amendments to the Plan and proposals for indebtedness, loans or bond financing pledging tax increment revenues shall be subject to review and approval first by the City Council and then by the County Commission. No such amended Plan or indebtedness, loan or bond financing shall be considered approved until the HCRA Board, the City Council and the County Commission have taken official legislative action in accordance with the Act approving the Plan amendment or indebtedness. The Redevelopment Area Coordinator shall submit all proposals related to amendments to the Plan and proposals for indebtedness and bond financing to the County for review and recommendation and the Mayor or the Mayor's designee shall submit said recommendation to the County Commission for its final approval. The Redevelopment Area Coordinator shall

review all proposals prior to review by the County and the County Commission.

D. After approval by the HCRA's Board and the City Council of the City of Homestead, and in accordance with state law, the annual budget and progress report shall be submitted to the County. Such budget shall be submitted by HCRA and the City to the County within 10 days after the adoption of such budget and HCRA and the City shall submit amendments of its annual budget to the County within 10 days after the adoption date of the amended budget in accordance with section 163.387(6), Florida Statutes. Such budget shall be submitted in a format approved by the County with sufficient detail including a description of any proposed project, grant, loan or any other program anticipated to be funded by the HCRA in that fiscal year. Additionally, the budget shall include a section outlining the accomplishments of the prior fiscal year. The annual budget for the HCRA shall be subject to review and approval by the County Commission. The annual budget shall be submitted to the County no later than October 15th of each fiscal year. With the exception of the debt service payment on current bond obligations financed by tax increment revenues (only if such obligations have been approved by the City Council and County Commission), no funds on deposit in the Fund may be expended by the HCRA based on the new budget until the annual budget has been approved by the County Commission. However, as long as the HCRA's annual budget which has been adopted and approved in compliance with the terms of this Interlocal Agreement is submitted to the County no later than October 15th, the HCRA may continue to make expenditures provided they do not exceed the fund appropriation in the previous year budget. However, if expected revenue decreases from the previous fiscal year, the prior budget fund appropriation shall be reduced accordingly for the purpose of limiting expenditures until the new budget is approved by the County. At the request of the County, the HCRA shall submit additional progress reports on the Plan and Redevelopment Area activities. The annual budget must be accompanied by official legislation from the

HCRA and the City approving the budget and including a statement that all HCRA expenses are in accordance with the approved Plan and State law. The City shall transmit such legislation to the County.

E. Should the HCRA Board, the City Council and the County Commission approve and/or adopt any amendments and modifications to the Plan, such amendments and modifications shall become a part of the Plan and the powers delegated to the HCRA pursuant to this Agreement shall be exercisable with respect to such amendments and modifications.

F. Beginning October 1, 2049, the County, Agency and City will negotiate an interlocal agreement to account for the sunset of the Homestead Community Redevelopment Agency and Area. Such agreement shall include but not limited to the methodology for disbursement of Trust Fund revenues remaining in the Trust Fund on September 30, 2051, to the taxing authorities (County and City), the disposition of real and personal property purchased with Agency funds, and any other issues associated with the dissolution of the Agency. Beginning FY 2050-51 the Agency will not fund any new projects, grants, initiatives, etc. in order to complete all previously funded projects, etc. to provide for the proper closeout of the Agency prior to September 30, 2051.

V. Land Disposition

Any disposition of land by the HCRA shall be accomplished in accordance with applicable provisions of federal, State and local laws, Plan and this Agreement pursuant to the Act.

VI. Project Financing

A. The City, either directly or through the HCRA shall establish and maintain the Fund, as required by applicable law.

B. The City, either directly or through the HCRA, 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 HCRA may expeditiously and without undue delay, utilize such funds in accordance with the County Commission approved budget for the HCRA.

C. The HCRA, only if approved by the City Council and the County Commission, 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, the City Council's and the County Commission's approval as to amount, duration and purpose of such bonds, notes or other indebtedness, and advances pledging or obligating tax increment revenues, must be obtained prior to issuance of any such bond, note or other form of indebtedness and advances pledging or obligating tax increment revenues. Notwithstanding any provision hereof, any provision of this Interlocal Agreement, the duration of such bonds, notes, or other indebtedness and advances pledging or obligating tax increment revenues which may be approved by the City Council and the County Commission shall not extend past the last day of the Fiscal Year of the HCRA's legal existence (September 30, 2051). The County's and the City's obligation to annually appropriate to the Fund shall continue until all properly approved loans, advances and indebtedness, if any, and interest thereon, if any, of the HCRA incurred as a result of redevelopment in the Redevelopment Area, have been paid, or for as long as required by applicable law, whichever is later. In no year shall the County's and the City'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 last fiscal year of the HCRA, 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 authority 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 the 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 listed herein pursuant to the approved Plan. The funds appropriated for such project may not be changed unless the project is amended, redesigned, or delayed, in which case the funds must be re-appropriated pursuant to the next annual budget adopted by the HCRA Board, subject to approval by the City Council and the County Commission.

VII. Community Benefits Agreements, Contracting and Procurement,

A. Community Benefits Agreement. All entities or contractors contracting with or receiving grants, property, or other consideration from the HCRA, for new commercial and residential developments to be constructed within the Redevelopment Area, in an amount of \$200,000.00 or more, or such other amount as may be established by the County Commission, shall enter into a community benefits agreement with the HCRA which will benefit primarily the residents of the Redevelopment Area. To the extent allowed by law, a community benefits agreement shall include provisions for hiring the qualified labor workforce for the project financed by the grant or agreement from residents of the Redevelopment Area that are qualified but unemployed or underemployed. Depending on the worker or employee to be hired, the HCRA will be required to ensure that such entity or contractor complies with wage requirements, as applicable, established by Miami-Dade County's Living Wage or Responsible Wage Ordinances, pursuant to Section 2-8.9 and 2-11.16, respectively, of the Code of Miami-Dade County, Florida (the "Code") or pay higher wages and benefits, as are feasible.

B. Contract Requirements. All entities or contractors contracting with or receiving a grant, property, or other consideration from the HCRA in an amount of \$500,000.00 or more, or such other amount as may be established by the County Commission, shall comply with the following Miami-Dade County ordinances contained in the Code, as may be amended, as if expressly applicable to such entities:

- (1) Small Business Enterprises (Section 2-8.1.1.1.1 of the Code);
- (2) Community Business Enterprises (Section 2-10.4.01 of the Code);
- (3) Community Small Business Enterprises (Section 10-33.02 of the Code);
- (4) Conflict of Interest and Code of Ethics Ordinance (Section 2-11.1 of the Code); and/or
- (5) Living Wage Ordinance
- (6) Responsible Wage Ordinance (Section 2-11.16 of the Code)

C. Procurement. Pursuant to Section 163.370(5), Fla. Stat., the HCRA shall procure all commodities and services pursuant to the same purchasing procedures and requirements that apply to the City, including provisions of the City Charter and any procurement ordinances, as modified to reflect that such requirements are applicable to the HCRA.

VIII. Recovery of Grant Funds

The HCRA shall include in their contracts or grant agreements a "clawback" provision that will require the HCRA or the City to "claw back" or rescind and recover funding from any entity or contractor to which it provides funding which does not substantially comply with the provisions of its agreement. The clawback provision shall provide that the HCRA shall demand repayment of such funds in writing, including recovery of penalties or liquidated damages, to the extent allowed by law, as well as attorney's fees and interest, and authorizing the collection of such funds, or legal action, to the fullest extent allowable by law, if feasible.

IX. Required Reasonable Opportunity to Be Heard and Project Related Findings

A. The HCRA Board shall delegate authority to its Director or his or her designee to oversee projects and shall set the amount of the Director's or designee's authority. If the HCRA proposes to fund a proposed new or rehabilitated commercial or residential project and such project amount is above the delegated person's authority for approval thus requiring approval of the HCRA Board, a duly noticed public meeting must be held where the public has a reasonable opportunity to be heard, and a finding by the HCRA Board must be made that:

- (1) The proposed project or program will primarily and substantially benefit residents or business owners within the Redevelopment Area for the purpose of raising the viability and strength within the HCRA boundary.
- (2) The non-public entity or contractor requesting funding may, with approval of a funding agreement by the HCRA Board, use the HCRA's funds to fill in any financial gaps when all other funding has been identified for the project and that, but for the HCRA's funding, the project cannot be undertaken.

X. Safeguards for Residents from Displacement and Affordable Housing

In the event the HCRA funds a redevelopment project authorized by the Plan that will temporarily or permanently displace persons (including individuals, families, business concerns, nonprofit organizations and others) located in the Redevelopment Area, the HCRA shall prepare or caused to be prepared a relocation plan to assist in the relocation of such persons and shall make any required relocation payments under the Act and applicable laws and regulations. It is expressly understood that the HCRA may fulfill the obligations as set forth in this paragraph by causing the developer or developers undertaking approved redevelopment activities to propose the required redevelopment plan and fund relocation payments, subject to approval of such plan and payments by the HCRA Board.

Further, the HCRA shall make or provide for at least a "one-for-one" replacement of each affordable housing unit demolished pursuant to a redevelopment project to ensure that such demolished unit is replaced by a new comparable, affordable housing unit. However, the before-mentioned requirement shall not apply to substandard affordable housing that has been

declared unsafe by a governmental entity and subsequently demolished. Individuals and families who are displaced from affordable housing units have a right of first refusal to return to comparably priced affordable housing units located within the Redevelopment Area provided the affected persons keep the HCRA advised of their current address at all times.

The HCRA shall serve an income mix of extremely low, very low, low, moderate, and workforce housing up to 140 percent of the area median income (any specific geographic region), as may be defined by the U.S. Department of Housing and Urban Development. Developer incentives may be established that assist in accomplishing these housing goals.

XI. Project Management, Administration and Coordination

A. The HCRA, shall consider any reasonable request by the County with respect to implementing any activity related to the Plan. The HCRA shall develop implementation schedules and timetables for all significant Redevelopment Area activities as determined the HCRA, copies of which shall be delivered to the Redevelopment Area Coordinator beginning six months from the date of this Agreement. The HCRA shall also deliver additional interim reports to the County upon request.

- (1) The Redevelopment Area Coordinator shall receive from the HCRA 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.
- (2) 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.
- (3) The City or the HCRA 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 or the HCRA shall be required to have an outside

independent audit on an 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 HCRA 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 HCRA 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 HCRA or third parties for such monitoring or investigation or for the failure to have conducted such monitoring or investigation.

XII. Indemnification

The City and HCRA 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 HCRA or its employees, agents, servants, partners principals or subcontractors. The HCRA, on its behalf and on behalf of the City, 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. The City shall be responsible for such expenditures in the absence of the HCRA, provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28, Florida Statutes, as may be amended from time to time. Specifically, the City and HCRA shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the statutory maximum, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgment payable by the City or HCRA arising out of the same incident or occurrence, exceed the statutory maximum 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 HCRA or City.

XIII. Inspector General Review and Ethics Training

A. The County shall have the right to retain, at its sole cost, the services of an independent private sector inspector general whenever the County deems it appropriate to do so, in accordance with Miami-Dade County Administrative Order No. 3-20. Upon written notice from the County, the HCRA shall make available to the independent private sector inspector general retained by the County all requested records and documentation for inspection and reproduction. Additionally, the HCRA shall submit to the County's Inspector General's review in accordance with Section 2-1076 of the Code. The County's Inspector General shall be empowered to review the HCRA's past, present and proposed contracts, transactions, accounts, records, agreements and programs and audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to, project design, specifications, proposal submittals, activities of the HCRA, its officers, agents and employees, lobbyists, staff and elected officials to ensure compliance with contract specifications and to detect any fraud and/or corruption.

B. The HCRA agrees to comply with Miami-Dade County's Conflict of Interest and Code of Ethics Ordinance (Section 2-11.1 of the Code). Additionally, upon their appointment or reappointment, all HCRA Board members, all of the HCRA's advisory board members, and the persons who staff the HCRA Board or the HCRA's advisory boards shall be required to complete ethics training to be conducted by the Miami-Dade

Commission on Ethics and Public Trust, and comply with any other ethics training requirements imposed by law.

XVI. Miscellaneous

A. 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.

B. Construction of Agreement. 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.

C. 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;

D. 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.

E. Waiver. No consent or waiver by a party to, or of, any breach, or default, 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 default in the performance by such other party of the same or any other obligations of such other party hereunder. No action or inaction shall be construed as a consent or waiver and all consents and waivers must be in writing signed by the party against whom enforcement of the consent or waiver is sought. Failure by a party to complain of any act, or inaction, 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 its 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.

- F. Beginning October 1, 2049, the County, Agency and City will negotiate an interlocal agreement to account for the sunset of the Homestead Community Redevelopment Agency and Area. Such agreement shall include but not limited to the methodology for disbursement of Trust Fund revenues remaining in the Trust Fund on September 30, 2051, to the taxing authorities (County and City), the disposition of real and personal property purchased with Agency funds, and any other issues associated with the dissolution of the Agency. Beginning FY 2050-51 the Agency will not fund any new projects, grants, initiatives, etc. in order to complete all previously funded projects, etc. to provide for the proper closeout of the Agency prior to September 30, 2051.

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

H. This Agreement, or any part thereof, is not assignable by the HCRA without the express written consent of the County.

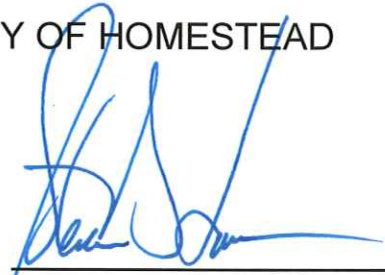
I. The recitals in this Agreement are incorporated in the Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto 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.

CITY OF HOMESTEAD

MIAMI-DADE COUNTY

By: 

Mayor

By: _____
Carlos A. Gimenez
Mayor

ATTEST

ATTEST

By: 

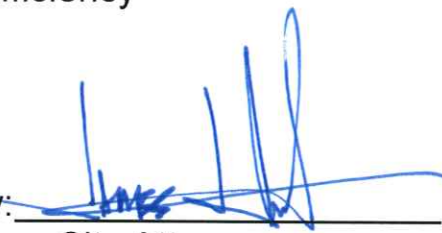
City Clerk
On behalf of
Liz Palau / Admin Assist /
Deputy City Clerk

By: 

Deputy Clerk

Approved for form and legal
sufficiency

Approved for form and legal
sufficiency

By: 

City Attorney

By: _____
Assistant County Attorney

CITY OF HOMESTEAD
REDEVELOPMENT AGENCY

By: _____
Chairperson

By: _____
Executive Director

ATTEST:

By: _____
Secretary

Approved for form and legal
sufficiency

By: _____
HCRA Attorney



MEMORANDUM (Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: October 20, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 5(L)

Please note any items checked.

- ☐ "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
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 5(L)
10-20-20

RESOLUTION NO. R-1072-20

RESOLUTION APPROVING AN AMENDMENT TO THE HOMESTEAD REDEVELOPMENT DISTRICT COMMUNITY REDEVELOPMENT PLAN IN ACCORDANCE WITH SECTION 163.361, FLORIDA STATUTES; ACCEPTING ASSESSMENT OF NEED STUDY; APPROVING THE EXTENSION OF THE LIFE OF THE HOMESTEAD COMMUNITY REDEVELOPMENT AREA AND THE HOMESTEAD COMMUNITY REDEVELOPMENT AGENCY UNTIL A CERTAIN DATE; APPROVING OF AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE THE RESTATED INTERLOCAL COOPERATION AGREEMENT BY AND AMONG MIAMI-DADE COUNTY, THE CITY OF HOMESTEAD AND THE HOMESTEAD COMMUNITY REDEVELOPMENT AGENCY, AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN NOT RESERVED BY THE BOARD

WHEREAS, this Board finds that it is the best interest of the County and the residents of Miami-Dade County to accept the assessment and approve the amended plan, an extension of the life of the Agency and the redevelopment area until September 30, 2051, and authorize the execution of the amended interlocal agreement; and

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

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

Section 1. The foregoing recitations are incorporated in the body of this resolution by reference.

Section 2. This Board accepts the Assessment of Need Study, attached hereto as Exhibit "A" and incorporated herein by reference.

Section 3. In accordance with section 163.361, Florida Statutes, this Board approves an amendment to the Homestead Community Redevelopment Area Community Redevelopment Plan, in substantially the form attached hereto as Exhibit “A” and incorporated herein by reference. This Board further approves the extension of the life of the Agency and redevelopment area until September 30, 2051.

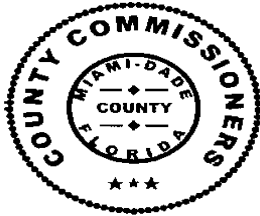
Section 4. This Board approves the terms of and authorizes the County Mayor or the County Mayor’s designee to execute the Restated Interlocal Cooperation Agreement related to the City of Homestead Community Redevelopment Agency, by and among the County, the City and the Agency, in substantially form attached hereto as Exhibit “B” and incorporated herein by reference. This Board further authorizes the County Mayor or the County Mayor’s designee to exercise all provisions contained therein not reserved by this Board.

Section 5. If any one or more provisions of this resolution should be contrary to law or invalid or ineffective for any reason, such provision shall be deemed severable from, and shall not affect the validity of, the remaining provisions of this resolution.

The foregoing resolution was offered by Commissioner **Dennis C. Moss** , who moved its adoption. The motion was seconded by Commissioner **Barbara J. Jordan** and upon being put to a vote, the vote was as follows:

Audrey M. Edmonson, Chairwoman	aye
Rebeca Sosa, Vice Chairwoman	aye
Esteban L. Bovo, Jr.	aye
Jose “Pepe” Diaz	absent
Eileen Higgins	aye
Joe A. Martinez	nay
Dennis C. Moss	aye
Xavier L. Suarez	aye
Daniella Levine Cava	aye
Sally A. Heyman	aye
Barbara J. Jordan	aye
Jean Monestime	absent
Sen. Javier D. Souto	aye

The Chairperson thereupon declared this resolution duly passed and adopted this 20th day of October, 2020. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



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

HARVEY RUVIN, CLERK

Melissa Adames
By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Brenda Kuhns Neuman

Amendment to the Homestead Community Redevelopment Plan



May 2020

BUSINESS FLARE®
Economic Development Solutions
Maximize Your Market Place

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Executive Summary, Plan Concept, Funding Plan, Organization of Plan

This amendment to the Community Redevelopment Plan (Plan) for the Homestead Community Redevelopment Agency (CRA) serves to revise and update the Redevelopment Plan first drafted in 1993, to reflect current priorities and market conditions.

The Homestead CRA is located within the city limits of Miami Dade County's second oldest city, Homestead, and it encompasses the area's historic downtown district and the Southwest Neighborhood. Homestead is a charming city with a unique "small-town" atmosphere and urban amenities that make it an increasingly desirable place to live, work and raise a family. The city is also the "gateway" to two national parks. Ten miles west of Homestead is the wealth of natural beauty of the Everglades National Park and its vast mangrove forests and watery saw grass plains. The Everglades are truly a subtropical wilderness that shelters alligators, ibises, eagles, manatees, and panthers. East of the city is Biscayne National Park which encompasses Biscayne Bay, barrier islands, and coral reefs. Just south of the city are the Florida Keys which boasts an abundance of recreational activities.

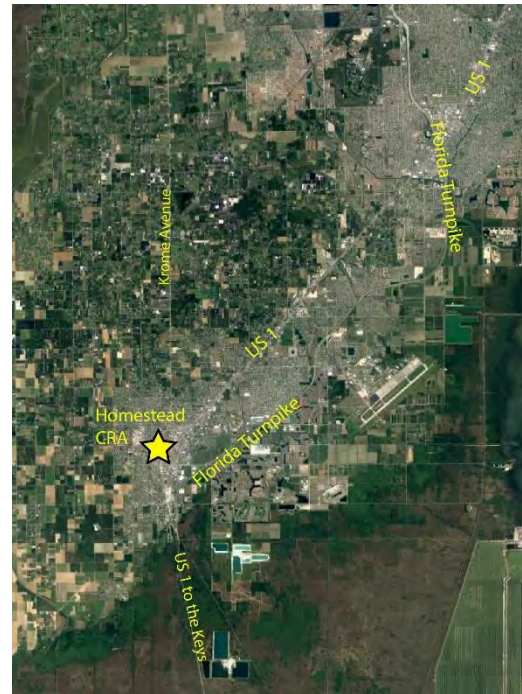


Figure 1: Location of the Homestead CRA in South Miami-Dade County

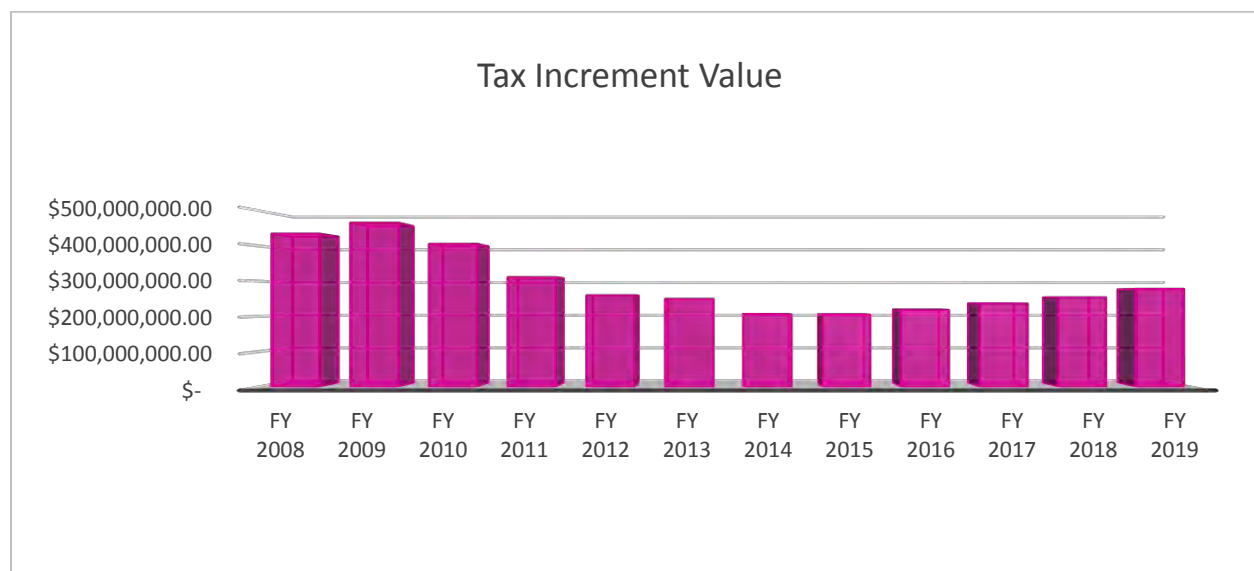
The Homestead CRA has faced a series of challenges. Key among those challenges was devastation to the area by Hurricane Andrew in 1992, followed by the 2007 Great Recession that impacted the world economy. In 2017, Hurricane Irma had additional negative impacts on the CRA which are still evident today.

Following Hurricane Andrew in 1992, recovery was slow and property values did not demonstrate substantial appreciation until the mid-2000s. Very little investment and

development occurred during that time as developers and businesses flocked to other areas of South Florida, such as Miami Beach. In 2009, after 4 years of increasing property values and real estate interest in the Homestead CRA, the area was impacted by yet another crisis. The financial crisis attributed to the Great Recession jolted the national economy and caused the recovering real estate market in the Homestead CRA to regress.

Moreover, the Great Recession and its foundation in the financial and real estate industries, caused significant unemployment, foreclosures, business closings, job losses, and declining property values in the Homestead CRA. After just a few short years of increases in the mid-2000s, the taxable value of property in the CRA declined for five straight years (11% in 2010, 19% in 2011, 13% in 2012, 3% in 2013, and 13% in 2014).

Property values stabilized in 2015 and began a slow annual increase in 2016 however, unlike many other parts of South Florida, taxable property values in the Homestead CRA have not recovered to their 2009 levels. In fiscal year 2009, the total property value in the CRA was \$550 million and the increment value was \$464 million. In fiscal year 2019, the taxable value had only recovered to \$363 million, and the increment value was only \$277 million, 34 and 40 percent lower than the 2009 peak, respectively. This severe impact on tax increment value and tax increment revenue limited the ability of the CRA to implement its 1993 Redevelopment Plan due to the significant loss of revenue.



As previously stated, property values had begun to recover, and Increment Revenues for FY 19/20 were budgeted at \$3.1 million. However, the CRA's newest challenge is the impact of the COVID-19 Pandemic on local businesses and residents. Although limited information is available, the impact on the Homestead CRA is expected to be significant and the depth and length of the crisis - and recovery from it - are still uncertain. Some of the initial impacts include:

- An increase in Homestead's unemployment rate from 4.5% in March 2020 to 11.2% in April 2020, one of the highest in Miami-Dade County.
- A year over year decline of 2.6% in taxable hotel room sales in the 1st Quarter of 2020.
- A year over year decline of 8.9% in taxable food and beverage sales in the 1st Quarter of 2020, including a 42% decline in March 2020.

Despite the challenges, the Homestead CRA has had significant accomplishments including completion of major capital projects: improving the aesthetics of downtown through façade, street scape and landscape improvements; supporting community events that have increased foot traffic in downtown Homestead; financing home improvements for low-income homeowners that increased resident safety as well as property value; and providing technical and financial assistance to local businesses. Specific capital projects and public private partnerships include the development of Homestead Station, a multi-modal transit and entertainment center and the reopening of the historic Seminole Theater that had been closed for nearly 40-years. The Cybrarium, a new 22nd Century library, is currently under construction and the expansion of Losner Park is scheduled to begin in late 2020.

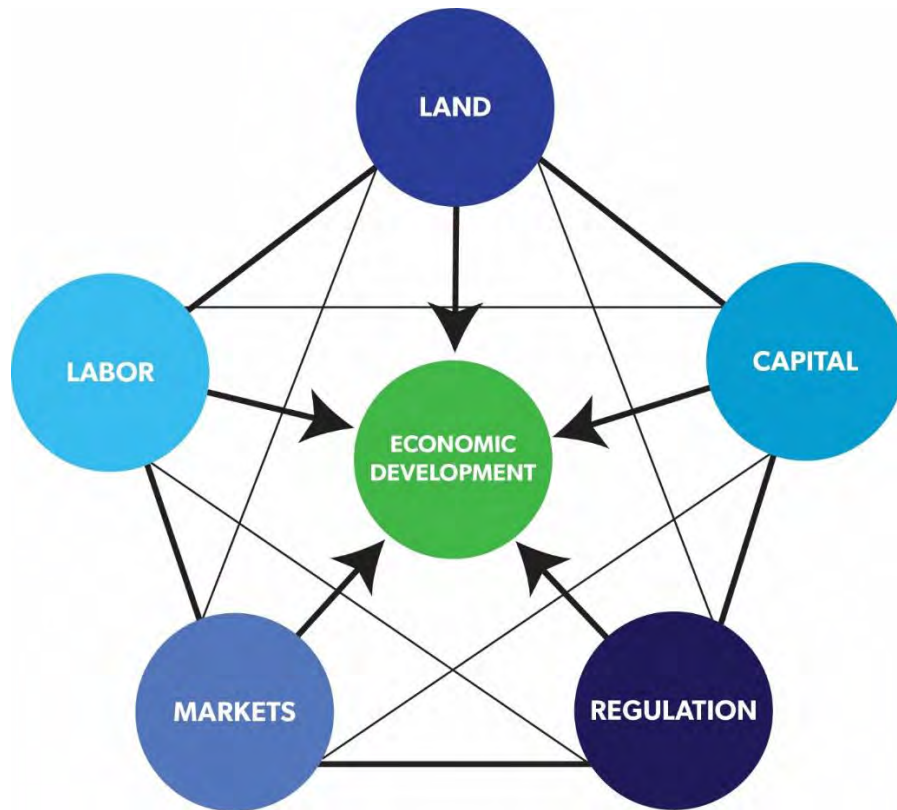
During a stakeholder engagement effort in March 2020, Homestead CRA stakeholders expressed optimism in the future and the potential of the CRA area, and stated that it is on the verge of a turning point. They feel that the "table has been set" and that the focus needs to be on attracting investment and enhancing awareness in the private sector of available opportunities for investment. Stakeholders also believe that the continuation of the CRA and its programs are critical to realizing the opportunity that Homestead has to

succeed and grow. The continuation of CRA programs will attract new investment and activity to the area, thereby improving quality of life and expanding the customer base. These efforts will also provide additional activities, amenities and job opportunities for the CRA's residential population, especially in the Southwest Area.

The Homestead CRA has survived two major economic disasters and is now facing new challenges from the COVID-19 pandemic. However, through the CRA, recovery efforts are underway. The CRA has the momentum to engage the private sector in economic development that will bolster a thriving community where blight conditions no longer exist and residents enjoy a safe place to live, work and play.

A New Focus on Economic Development

This plan is based on an economic development approach that recognizes that there are many influences that are outside of the control of the public sector. Economic development can be defined as, "improving quality of life for residents by building wealth in a community and encouraging economic growth." This is accomplished by the implementation of actions that positively influence the five key drivers of economic development - Land, Labor, Markets, Capital, and Regulation. Each community's ability to influence these drivers is different and this plan includes initiatives based on Homestead's unique needs.



This Redevelopment Plan Amendment identifies specific Redevelopment Goals and Initiatives designed to continue efforts to eliminate the conditions of blight that exist within the Homestead CRA. These efforts will be accomplished through implementation of a comprehensive Redevelopment Program that capitalizes on recent successes, such as those in Downtown Homestead.

The Plan Concept

This Plan Amendment provides background information, a summary of statutory requirements of the Community Redevelopment Act, and a summary of the existing conditions in the Homestead CRA, including a review of the presence of the statutory criteria that defines “blight” as well as economic and demographic information. An assessment of these conditions is provided in Section 3.

To further the efforts to eliminate the conditions of blight that currently exist within the Homestead CRA, Redevelopment Goals and Initiatives have been created within the

following five areas, with an emphasis on economic development as the engine to drive the redevelopment program:

- Economic Development
- Public Improvements and Infrastructure
- Housing/Residential Development
- Transportation, Transit & Parking
- Redevelopment Support

Based on observations during this planning effort, the following five statements reflect an initial “elevator pitch” about what the CRA can accomplish during the next 30 years through the implementation of this Plan:

- *Preserve* the cultural history of the Southwest Area and the local agricultural character as well as the community’s charm through property enhancement assistance programs for historic properties.
- *Enhance* aesthetics with entry features, wayfinding, signage, and turnpike gateways.
- *Expose* local residents, as well as residents and businesses throughout South Florida, to the value of Homestead and all it has to offer.
- *Invest* in attracting mixed-use investment (especially in the Southwest Area) and in projects that improve transportation and traffic mitigation.
- *Capitalize* on the recent CRA successes and its location near many regional attractions, assets and transportation corridors.

Funding the Plan

The continued redevelopment of the Homestead Community Redevelopment Area will require a substantial financial investment on the part of the CRA. As provided for by Florida’s Community Redevelopment Act, Florida Statutes Chapter 163, Part III, the principal source of funding for the CRA will be through Increment Revenue from the City of Homestead and Miami-Dade County. Additionally, the CRA and the City may utilize other City, County, State, and Federal funding sources, as appropriate and available, to carry out the provisions of the Redevelopment Plan, and its amendments.

As required by F.S. 163.362(10), the current Homestead Redevelopment Plan provides a time certain for completing all redevelopment financed by increment revenues.

F.S. 163.387(2)(a) allows the Homestead CRA to use increment revenue for up to 30 total years after the year the initial Redevelopment Plan was adopted. The initial Homestead CRA Redevelopment Plan was adopted in 1994, and the maximum life permitted by statute would be until October 01, 2024. This Amendment will provide for an additional extension of the Homestead CRA by 30 years, through 2051, based on adoption of this Amendment during fiscal year 2020/21.

Organization of the Plan

This Redevelopment Plan Amendment is organized into several sections, briefly described as follows:

- **Section 1 – Need for the Amendment** provides background information and a summary of public input.
- **Section 2 – Authority to Undertake Community Redevelopment** provides a summary of certain statutory requirements of the Community Redevelopment Act, as provided for in Florida Statutes 163, Part III.
- **Section 3 – Existing Conditions** provides a summary of the existing conditions in the Homestead CRA.
- **Section 4 – Redevelopment Goals** introduces fourteen (14) Redevelopment Goals and provides an analysis of residential neighborhood impact.
- **Section 5 – Redevelopment Initiatives** itemizes future Homestead CRA Redevelopment Initiatives. It is this section that gives the Agency the legislative authority to carry out programs.
- **Section 6 – Financial Information** contains financial projections, plan cost and timeline.
- **Section 7 – Miami-Dade County Requirements** identifies the criteria for an assessment of need.
- **Section 8 - Legal Description** outlines the boundaries of the CRA.
- **Section 9 – Chapter 163.378 Powers of a CRA.**

- **Section 10 - Appendices** provides information including the current CRA Plan, the 2020 Adopted Budget and the most recent Annual Report.

Section 1 – Need for the Amendment, Public Input

Need for the Amendment

This proposed Homestead Redevelopment Plan Amendment identifies updated Redevelopment Goals and Initiatives that will continue to eliminate the conditions of blight that exist within the Homestead CRA through the implementation of a comprehensive redevelopment program, and to continue to implement revitalization and redevelopment efforts in response to recent challenges and impacts that include the Great Recession, Hurricane Irma, and most recently, the COVID-19 Pandemic.

The Homestead Community Redevelopment Plan was adopted in 1994. The initial focus for redevelopment was the improvement of neighborhoods within the CRA. The strong real estate market in the early 2000s contributed to tax increment growth, so the CRA was able to fund a wide variety of programs.



Figure 2: Downtown Homestead

By 2010, the Homestead CRA had many accomplishments including the development of Homestead Station and reopening of historic Seminole Theatre. The agency utilized its limited resources to concentrate its efforts on Business Assistance Programs and Capital Improvement Projects, including: Commercial and Residential Rehabilitation and Beautification Programs, Blight Removal, Property Acquisition, Community Events, Downtown Beautification, and Street Improvements. Two of the most exciting projects that are currently underway include construction of the Cybrarium and the expansion of Losner Park.

While the accomplishments of the Homestead CRA are notable, much remains to be done. Blight conditions still exist throughout the Community Redevelopment Area and without a continuation of CRA projects and programs and a focus on



Figure 3: Homestead Station

private sector driven economic development, these conditions are likely to continue to plague the area.

Public Input Summary

In addition to the prevalent conditions of blight, the need for the continuation of the Homestead CRA and its programs was also identified during a series of meetings and conversations with CRA stakeholders. Stakeholders included City and CRA staff, Homestead elected officials, residents, and business owners. Some of the most common themes included:

- Support of, and positive feelings about, recent projects such as Homestead Station and the Seminole Theater, many successful events, grants for residential and commercial property improvements, and the continued progress on the Cybrarium and the expansion of Losner Park.
- A strong sense that the “table has been set” for Downtown, and that Downtown’s success will drive the success of the other areas, thereby generating funding for neighborhood projects. The CRA is on the verge but needs more private sector buy-in to achieve the desired goals.
- The branding of Downtown may need to be enhanced with strong themes such as dining, entertainment and activities for families and children, and proximity to the Keys and National Parks.
- A strong desire to see an expansion of the cultural arts in the area.

- Many positive comments were made by business owners and other organizations about working with the CRA staff however, they also stated that more awareness about the CRA and what it can do is necessary.
- There needs to be more reasons for people to go Downtown e.g. events, businesses, activities, cultural arts.
- In many cases, major investors and developers do not look as far south as Homestead. There is a need for the CRA and its stakeholders to participate more regionally with organizations and events, especially real estate industry events.
- The CRA should identify additional properties for land acquisition to incentivize investment.
- The need still exists to eradicate substandard housing and properties and attract private mixed-use development to the CRA, especially in the Southwest Area.
- Traffic and transportation are significant issues and there is a need to enhance the free trolley service, especially considering the future Bus Rapid Transit service.
- Code violations are some of the neighborhood issues and challenges that need to be addressed and resolved.
- Infrastructure and lighting improvements are important and are needed in the commercial and residential areas.
- Some concerns were expressed about homelessness and loitering.

Section 2 - Authority to Undertake Community Redevelopment, Creation, Powers

Authority to Undertake Community Redevelopment

This document has been prepared under the direction of the Homestead Redevelopment Agency in accordance with the Community Redevelopment Act of 1969, F.S. 163, Part III. In recognition of the need to prevent and eliminate slum and blighted conditions within the community, the Act confers upon counties and municipalities the authority and powers to carry out “Community Redevelopment”. For the purposes of this Community Redevelopment Plan, the following definition, taken from the Florida State Statutes, Section 163.340, shall apply:

“Community redevelopment” or “redevelopment” means undertakings, activities, or projects of a county, municipality, or community redevelopment agency in a community redevelopment area for the elimination and prevention of the development or spread of slums and blight, or for the reduction or prevention of crime, or for the provision of affordable housing, whether for rent or for sale, to residents of low or moderate income, including the elderly, and may include slum clearance and redevelopment in a community redevelopment area or rehabilitation and revitalization of coastal resort and tourist areas that are deteriorating and economically distressed, or rehabilitation or conservation in a community redevelopment area, or any combination or part thereof, in accordance with a community redevelopment plan and may include the preparation of such a plan.

The ability of a county or municipality to utilize the authority granted under the Act is predicated upon the adoption of a “Finding of Necessity” by the governing body.

Creation of the Community Redevelopment Agency

Upon the adoption of a “Finding of Necessity” by the governing body and upon further finding that there is a need for a Community Redevelopment Agency to function in the county or municipality to carry out community redevelopment purposes, any county or municipality may create a public body corporate and politic to be known as a “Community

Redevelopment Agency”. The Agency shall be constituted as a public instrumentality, and the exercise by the Agency of the powers conferred by Chapter 163, Part III, Florida Statutes shall be deemed and held to be the performance of an essential public function (Section 163.356(1) Florida Statutes).

Miami-Dade County has established a set of criteria for the consideration of extensions of life or the expansion of the area of a CRA. This includes an Assessment of Need, which is included within this plan. A reference for these requirements is included in Section 7.

Powers of the Community Redevelopment Agency

The Community Redevelopment Act confers a wide array of redevelopment powers to counties and municipalities with home rule charters, as specified in Florida Statute 163.410. As a charter county, Miami-Dade County has retained those powers, except as delegated (the “conveyed powers”) to the City of Homestead through incorporation in an Interlocal Agreement to carry out redevelopment activities. The City then, has delegated the conveyed powers to the Community Redevelopment Agency (CRA), with the exception of the following:

- The power to determine an area to be a slum or blighted area and to designate such an area as appropriate for community redevelopment.
- The power to grant final approval to community redevelopment plans and modifications thereof.
- The power to zone or re-zone any part of the City or CRA or make exceptions from building regulations other than those approved as part of the Redevelopment Plan.

Except for the above reservations, the Homestead City Council has chosen to delegate the conveyed powers from Miami-Dade County to the Homestead Community Redevelopment Agency, including the following:

1. The power to authorize the issuance of revenue bonds when authorized by Miami-Dade County.

2. The power to acquire property deemed necessary for community redevelopment, including but not limited to vacant land, commercial property, multi-family residential property, and single-family residential properties.
3. The power to dispose of property acquired within the Redevelopment Area for uses in accordance with the Redevelopment Plan.
4. The power to construct improvements necessary to carry out redevelopment objectives.
5. The power to carry out programs for repair and rehabilitation of existing structures in the Redevelopment Area.
6. The power to plan for and assist in the relocation of persons and businesses displaced by redevelopment activities.
7. The power to receive and utilize tax increment revenues to fund redevelopment activities.
8. The power to make such expenditures as are necessary to carry out the purposes of the Community Redevelopment Plan.
9. The power to close, vacate, plan, or re-plan streets, roads, sidewalks, ways or other places and to plan, or re-plan, any part of the Redevelopment Area.

The Community Redevelopment Area

Pursuant to Statutes, a community redevelopment area must be a slum area, a blighted area, or an area in which there is a shortage of housing that is affordable to residents of low or moderate income, including the elderly.

The Homestead Community Redevelopment Area generally consists of the older central core of the City and surrounding neighborhoods, which have become deteriorated due to age, obsolescence, and the lack of investment. Unfortunately, a deteriorating area is self-propagating, and as conditions worsen, residents and private businesses become less willing to put their financial resources into the area. This cycle severely limits the ability of private enterprise to stop the spread of slum and blight without public assistance. A detailed description of existing conditions in the Homestead CRA is provided in Section 3.

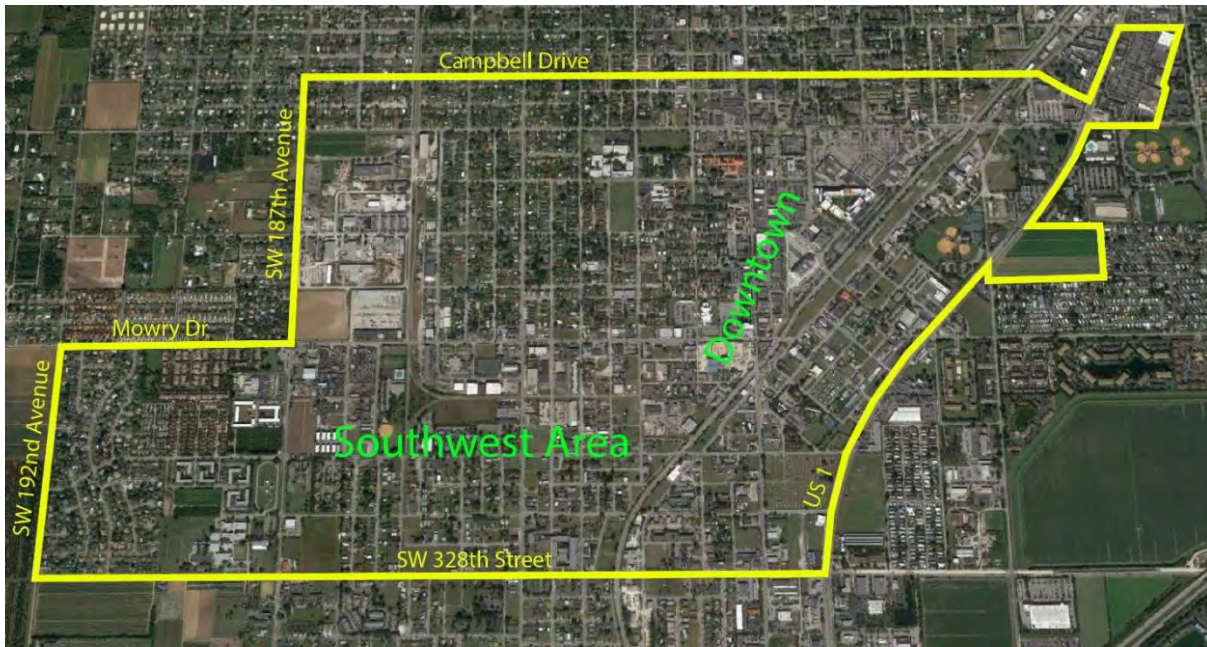


Figure 4: Boundaries of the Homestead CRA

A Legal Description of the Community Redevelopment Area is included in Section 7.

The Community Redevelopment Plan

All redevelopment activities expressly authorized by the Community Redevelopment Act and funded by tax increment revenue must be in accordance with a Redevelopment Plan, which has been approved by the CRA Board and the City Council. Like the City's Comprehensive Plan, the Community Redevelopment Plan is an evolving document, which is evaluated and amended on a regular basis to accurately reflect changing conditions and community objectives.

This Plan Amendment, as permitted by Florida Statutes 163, was approved on _____ by the CRA Board by Resolution _____ and the Homestead City Council by Resolution _____.

The effect of the amendment creates a plan for effective implementation of redevelopment Goals and Initiatives to remove slum and blighted conditions within the CRA and provides an extension of the life of the CRA until 2051, as provided by Florida State Statutes.

Section 3 - Existing Conditions, Criteria, Market, Labor, Capital

Summary of Blight Criteria

Chapter 163, Florida Statutes identifies 15 criteria to determine if blight exists in a CRA area. Florida Law requires that 2 of the 15 criteria be present to qualify as a Community Redevelopment Area. The Homestead CRA meets 11 of the 15 established criteria. The 11 criteria are described below:

1. Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities.
 - a. Street Layout – The street layout is a grid; however, it is interrupted by US 1 and the Busway.
 - b. Public parking – Although additional parking has been constructed, parking challenges remain.
 - c. Roadways are significantly congested, especially in the downtown with significant pass through traffic. A bypass is desperately needed, especially for truck traffic.
 - d. Connectivity can be challenging due to crossovers for the busway and connections from public transportation to the neighborhoods, especially without adequate signage.
 - e. Public transportation challenges exist in connecting public transportation routes to the neighborhoods and some existing and potential employment centers.



Figure 5: Traffic Congestion is common in the Homestead

2. Property values have not increased significantly.¹
 - a. Property values in the area have not demonstrated significant growth for five years, averaging only 1.5% annual growth.
 - i. 2013 TIF \$2,303,100
 - ii. 2018 TIF \$2,479,310
3. Unsanitary or unsafe conditions.
 - a. Unsanitary and unsafe conditions exist in residential and commercial areas.
 - b. 23% of all Homestead code violations are in the CRA area, which has only 17% of the city's population. Additionally, 22% of sanitation related violations are in the CRA area.²



Figure 6: Illegal dumping is a sanitation/health risk



Figure 7: Unrepaired roofs pose a safety risk

4. Deterioration of site or other improvements.
 - a. Site deterioration was evident in both residential and commercial areas.
 - b. 484 site or property improvement violations were issued in 2019, 21% of the citywide total in an area with only 17% of the city's population.

¹ Miami-Dade County Office of Management and Budget

² City of Homestead



Figure 9: Damaged properties are evident



Figure 8: The Homestead Train Station is boarded up and vulnerable



Figure 10: Building and Site Deterioration

5. Inadequate and outdated building density patterns.
 - a. These patterns exist to a certain extent in that current densities may make financially feasible, market rate investments challenging to accomplish without significant assemblage and public sector support.
6. The presence of falling lease rates.³
 - a. Retail rents in the CRA declined from \$22.53 in the 3rd Quarter of 2019 to \$21.90 in the 1st Quarter of 2020, with additional declines expected due to the COVID Pandemic.
7. Residential and commercial vacancy rates are higher in the area than in the remainder of the county or municipality.
 - a. Commercial Vacancy Rates are higher than the Citywide average and are expected to rise.⁴
 - i. CRA 2.5%
 - ii. City of Homestead 2.0%
 - b. Residential Vacancy Rates are also higher than the Countywide average.⁵
 - i. CRA 11.6%
 - ii. Miami-Dade 11.2%

³ CoStar

⁴ CoStar

⁵ U.S. Census Bureau, ESRI

8. The presence of higher crime than the rest of the city.

As expected, all categories within the CRA have a higher crime index than the citywide index.⁶

	Overall Violent Crime	Murder and manslaughter	Rape	Robbery	Aggravated Assault	Property Crime	Burglary	Larceny / Theft	Motor Vehicle Theft
City	801	9	55	314	423	2,728	481	2,087	160
CRA	221	2	16	58	101	622	108	482	31
Rate per 100,000									
City	1,183	13	81	464	625	4,030	710	3,083	236
CRA	1,852	13	134	481	843	5,203	906	4,033	261

9. A greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the county or municipality.

- a. 159 Building Code violations in 2019 were in the CRA, out of a total of 714 citywide. Although the CRA only has 17% of the city's population, this represents 22% of citywide violations.⁷

10. Diversity of ownership or defective or unusual conditions of title which prevent the free alienability of land within the deteriorated or hazardous area.

- a. Diversity of ownership within the CRA does exist and does create a challenge to attract both residential and commercial investment in the neighborhoods and in the Downtown. Financial feasibility of projects can be challenging due to the diversity of ownership and in some cases the need to assemble sufficient property for a project to be viable, with or without public sector support.

⁶ ESRI

⁷ City of Homestead

Summary of Market Information

Land

The most significant and immediate opportunity for economic development within the CRA derives from the City's ownership of three properties in the Downtown Homestead area that can be developed as Public Private Partnerships. In addition, the City owns property outside the Downtown area that could be made available for future redevelopment. Large, developable privately owned vacant sites also exist throughout the CRA, especially in the Southwest Area.



Figure 11: Examples of large vacant parcels in the Southwest Area

Retail Market⁸

- Vacancy is low in the overall market (2.3%).
- Retail rental rates are \$22 per square foot, compared to \$24 in the City and \$38 throughout Miami-Dade County.
- Absorption has been relatively flat in all areas of the City despite active leasing activity.
- The Homestead Station project has introduced new retail and entertainment space as an anchor to the southern part of Downtown.

⁸ Retail, Office and Industrial information is provided by CoStar.

- Capitalization (Cap) rates are steady at 6.3%⁹
- Impacts from COVID-19 are unknown due to uncertainty regarding consumer behavior and potential new regulations regarding social distancing, spacing, etc.

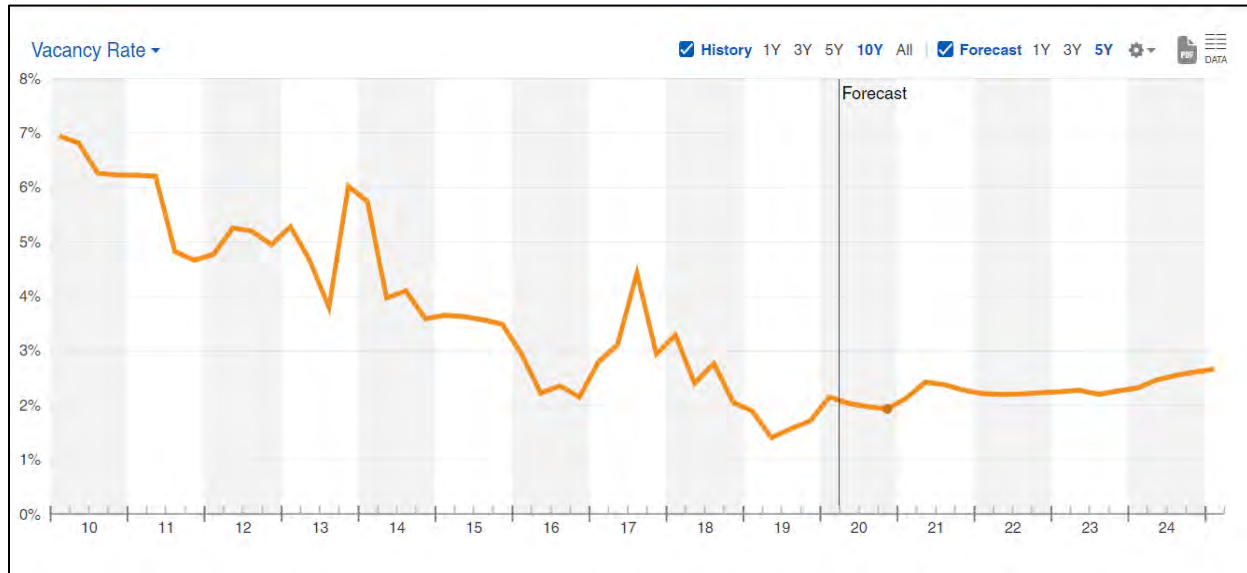


Figure 12: Retail Vacancy Trends

Office Market (3-5 Years)

The Office Market throughout the City of Homestead demonstrates:

- Vacancy has been decreasing and is currently 8.5%.
- Rental rates are steady.
- Although Cap Rates are steady at 6.0%, sales activity for office properties is low, reflecting low investment interest.

⁹ The capitalization rate (also known as cap rate) is used in the world of commercial real estate to indicate the rate of return that is expected to be generated on a real estate investment property. BusinessFlare primarily uses the Cap Rate as a gauge on how income property investors view a market's risk/reward.

- The impact of COVID-19 is uncertain at this time, but the expanded use of virtual meeting and collaboration tools and greater acceptance of working from home could push down occupancy needs.



Figure 13: Office Vacancy Trends

Industrial Market

The Industrial Market in Homestead is strong:

- Occupancy is healthy – vacancy is under 5%.
- Rents are increasing.
- Rents are higher than the Countywide average, and vacancies are lower.
- Cap rates are steady at 6.1%.
- The impact of COVID-19 is also uncertain. Lower consumer demand can impact industrial and manufacturing operations, lowering the need for space. However, potential re-shoring of certain industries could increase demand.

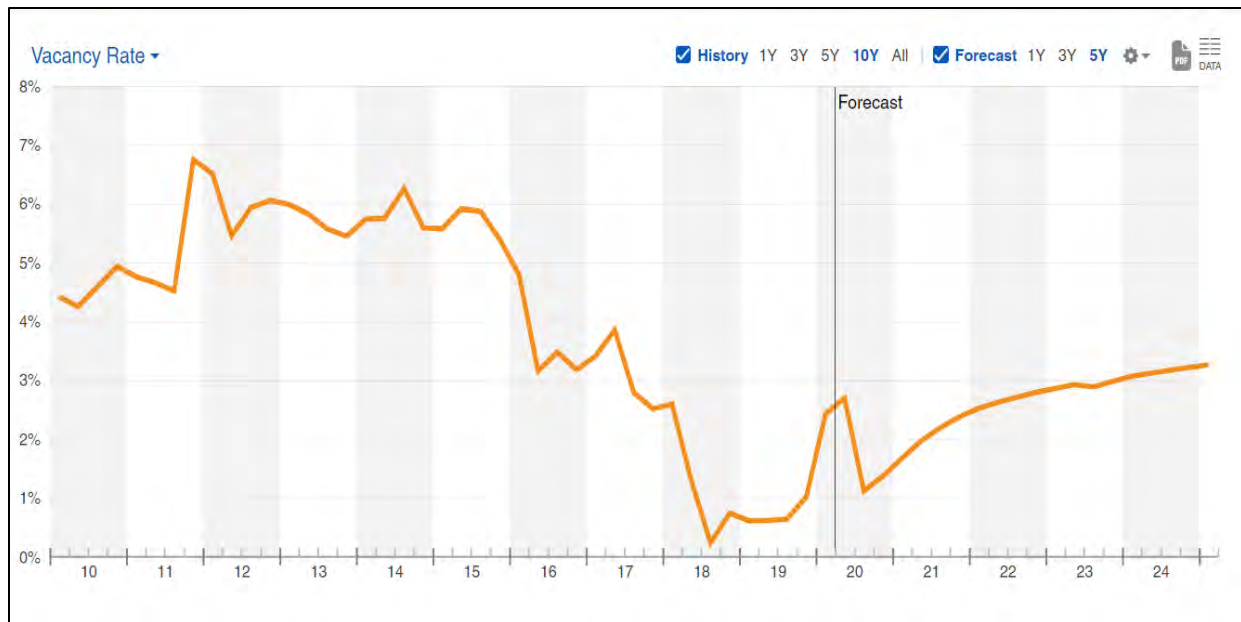


Figure 14: Industrial Vacancy Trends

Labor

Workforce

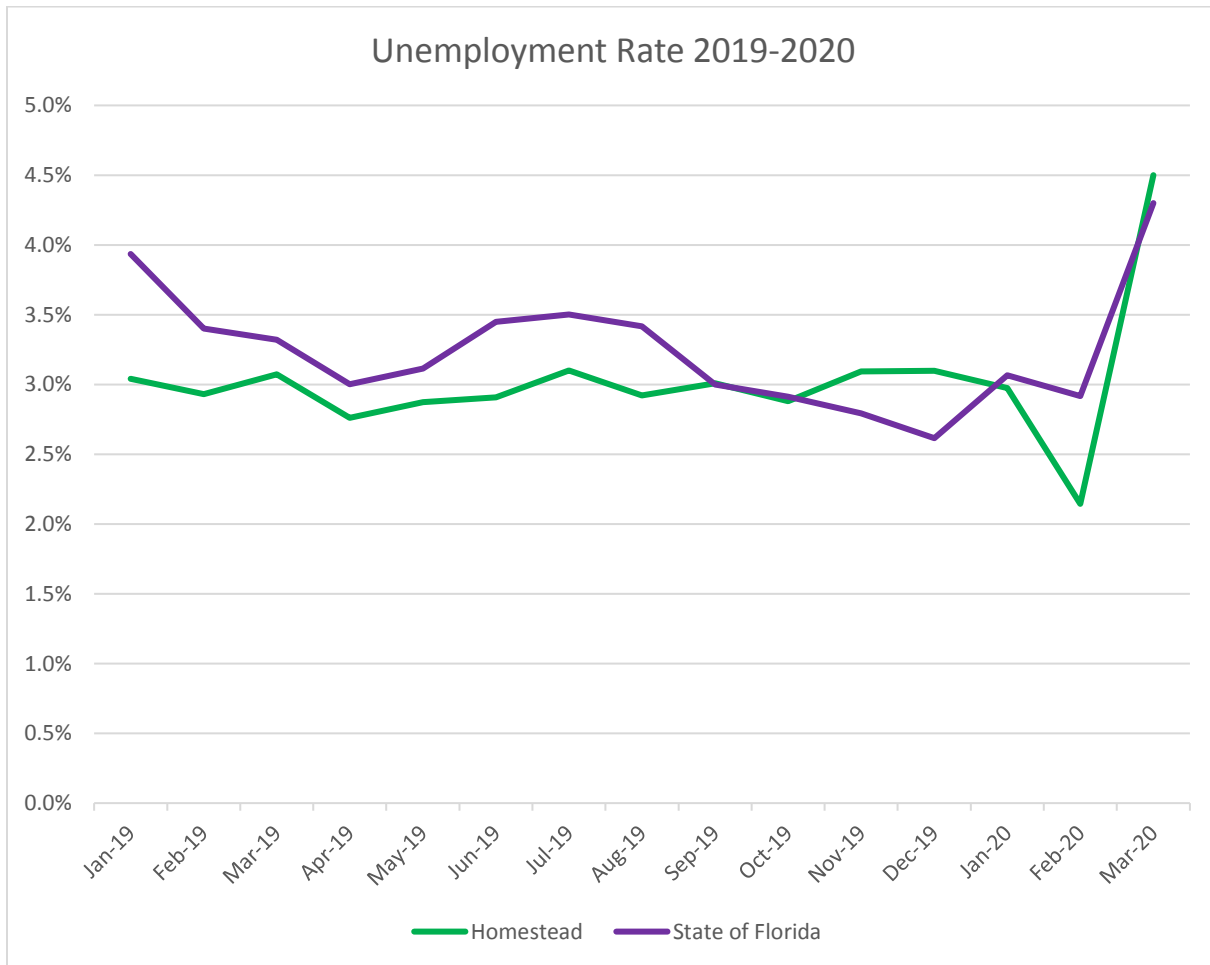
At the time of this study, approximately 46% of the population within the CRA participated in the workforce, the same rate as the city overall. This is lower than labor force participation for South Dade (50%) and Miami-Dade County (51%). The workforce is diverse with most residents working within the Service industry (36.8% of residents) as well as blue collar jobs such as Construction (20.2%) and Agriculture (15.8%).¹⁰

Employment

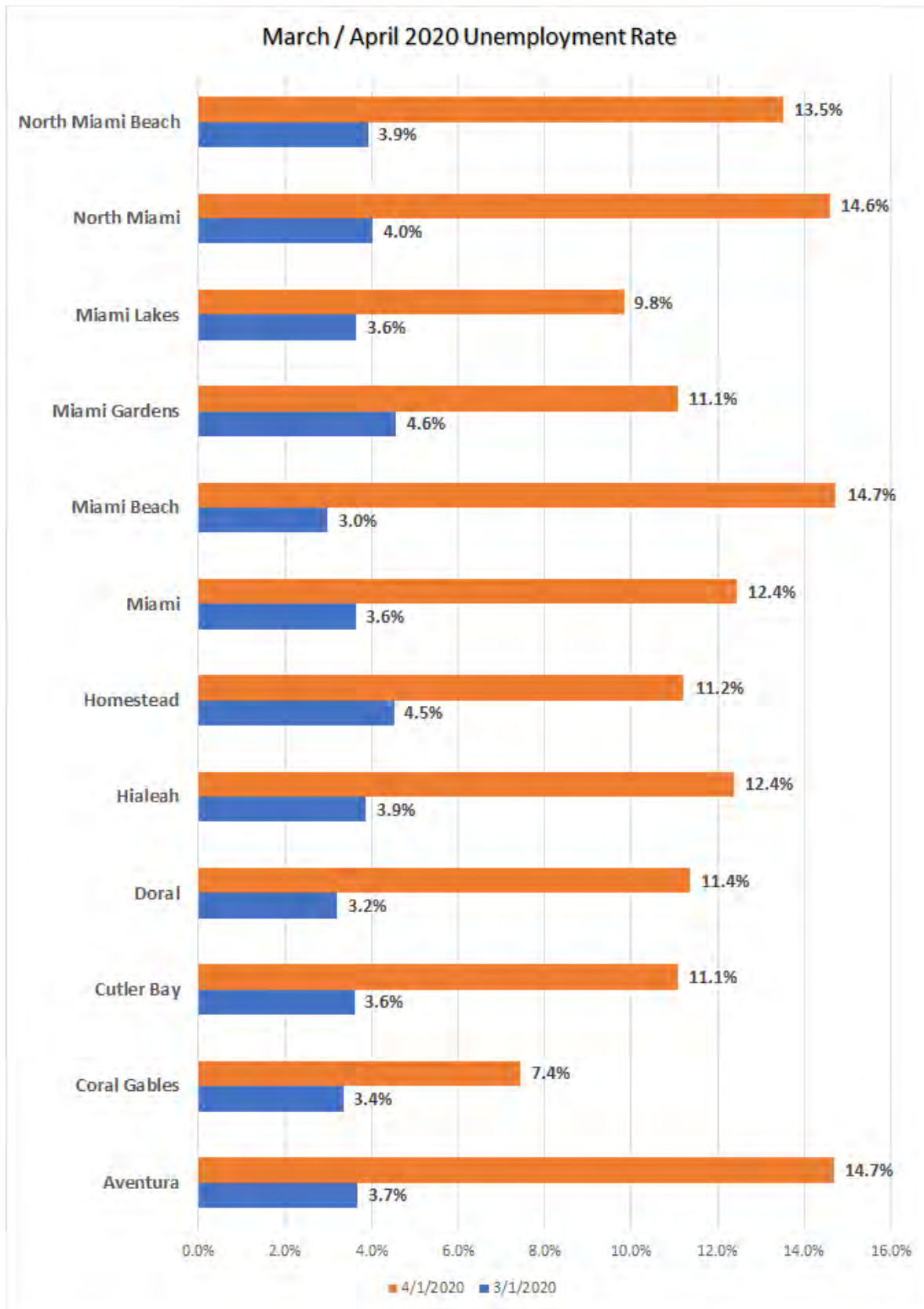
Jobs offered in the CRA are primarily within the Education & Healthcare (25.3% of local jobs), Public Administration (22.9%), and Retail Trade (10.8%) industries.

¹⁰ Esri

The overall Labor Force for the City of Homestead in February 2020 was 32,770, with an Unemployment Rate of 2.1%. This rate rose significantly to 11.2% in April 2020 due to the impacts of COVID-19.¹¹ The unemployment rate is reported monthly for cities with a population over 25,000. Homestead had one of the highest unemployment rates in April 2020 for the cities that are reported in Miami-Dade County.



¹¹ Florida Department of Economic Opportunity



Transportation & Commuting

Homestead has largely remained a bedroom community for residents that work in Miami and other large employment centers. According to U.S. Census data, of the 32,430 workers living in Homestead, only 3,373 (10.4%) work in Homestead while the remaining 29,057 (nearly 90%) residents commute outside the city for work. Of the working residents that live in Homestead, 53% work less than 10 miles from home, 20.7% work within 10-24 miles, 12.4% within 25-50 miles, and 13.9% greater than 50 miles. This data indicates that while most workers are leaving Homestead, they are staying close to home (likely remaining in the South Dade area) for work.

The Homestead CRA features significant automobile traffic along its main thoroughfares. According to Esri Data, South Homestead Boulevard (South Dixie Highway) is the highest traveled road, featuring an Average Daily Traffic Volume (ADT) of up to 31,500. The next most traveled roads in the CRA are Northeast 8th Street (23,780 ADT), North Krome Avenue (19,100) and West Mowry Drive (10,000). Located just to the East of the CRA, Florida's Turnpike offers Homestead residents access to greater Miami-Dade County to the North and the Florida Keys to the South.

The CRA and City also have strong educational resources including Miami Dade College's (MDC) Homestead Campus, the internationally recognized South Dade Technical College, the Medical Academy for Science and Technology (MAST) Magnet School, Cambridge Center for International Study, and Homestead Senior High with the following magnet programs:

- Aerospace, Science & Engineering
- Finance
- Museum Studies & Fine Arts
- Medical Sciences
- International Baccalaureate

Capital

The existence of a Community Redevelopment Area provides the Homestead community the ability to use future tax increment revenue to continue to eliminate the conditions of

blight that exist within the Homestead CRA through implementation of a comprehensive Redevelopment Program.

The Homestead Station project demonstrates current interest, confidence, and commitment by successful investment and development entities in the Homestead/Southwest Miami-Dade County area.

In addition, areas of the Homestead CRA, including Downtown and the Southwest Area, are within eligible census tracts for New Market Tax Credits and the Opportunity Zone Program. These programs can significantly enhance private sector interest and investment in development in these areas.

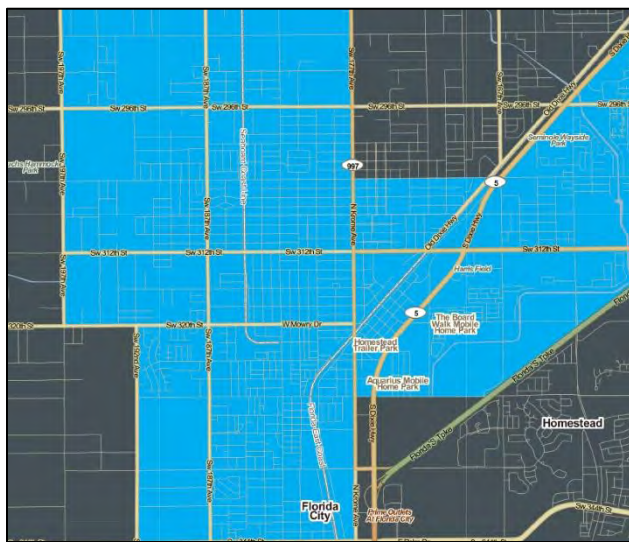


Figure 16: New Market Tax Credit Eligible Areas

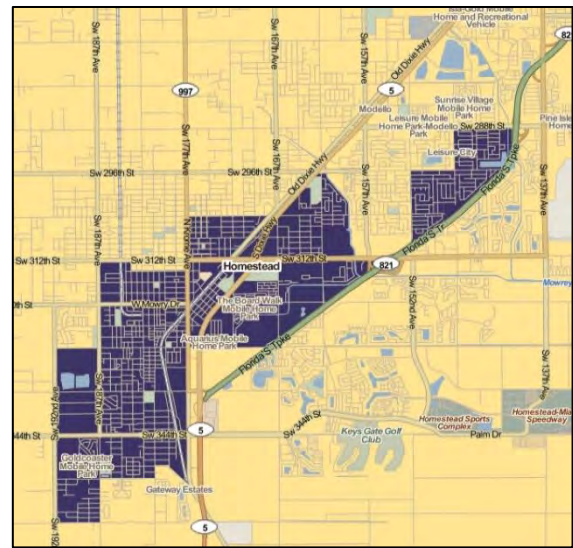
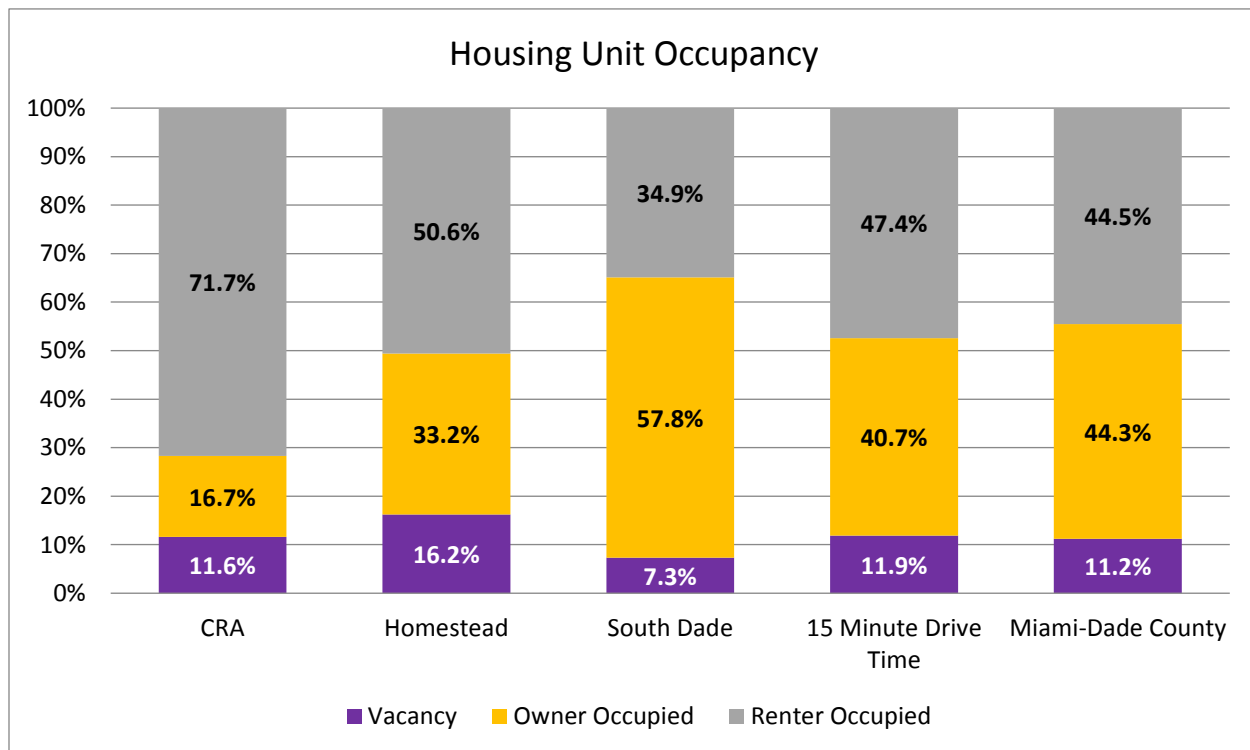
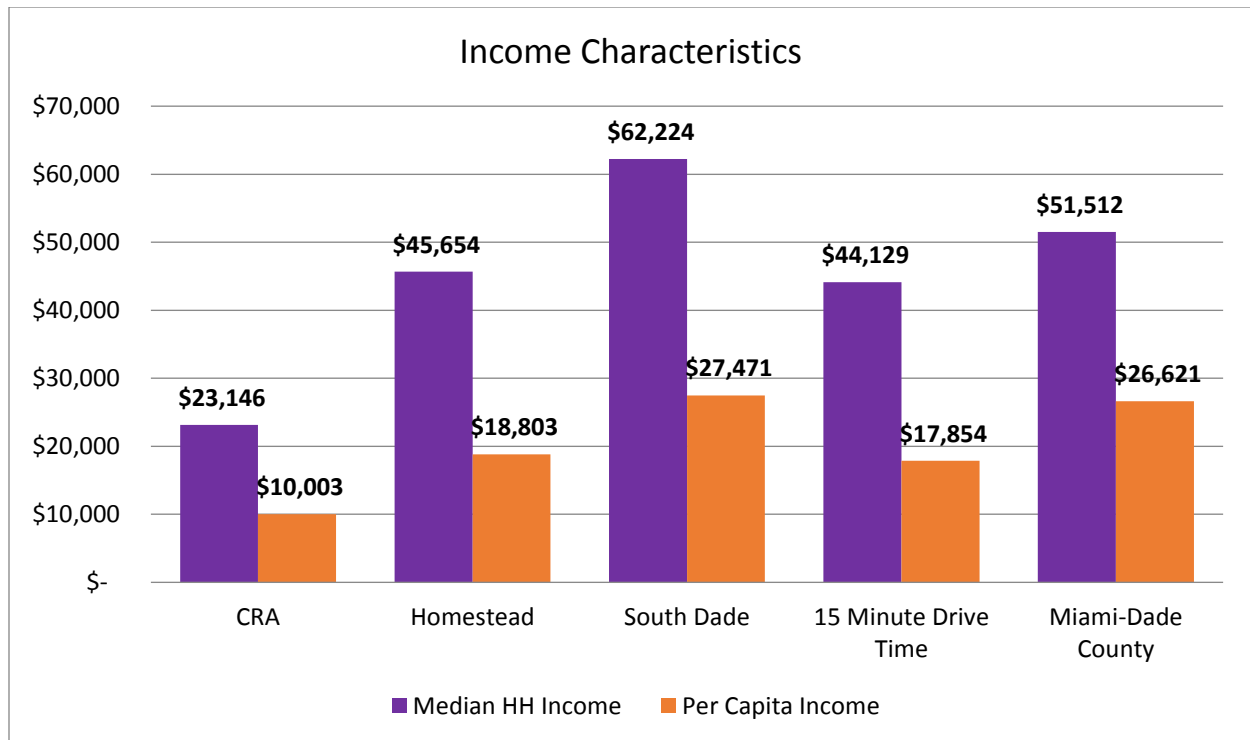
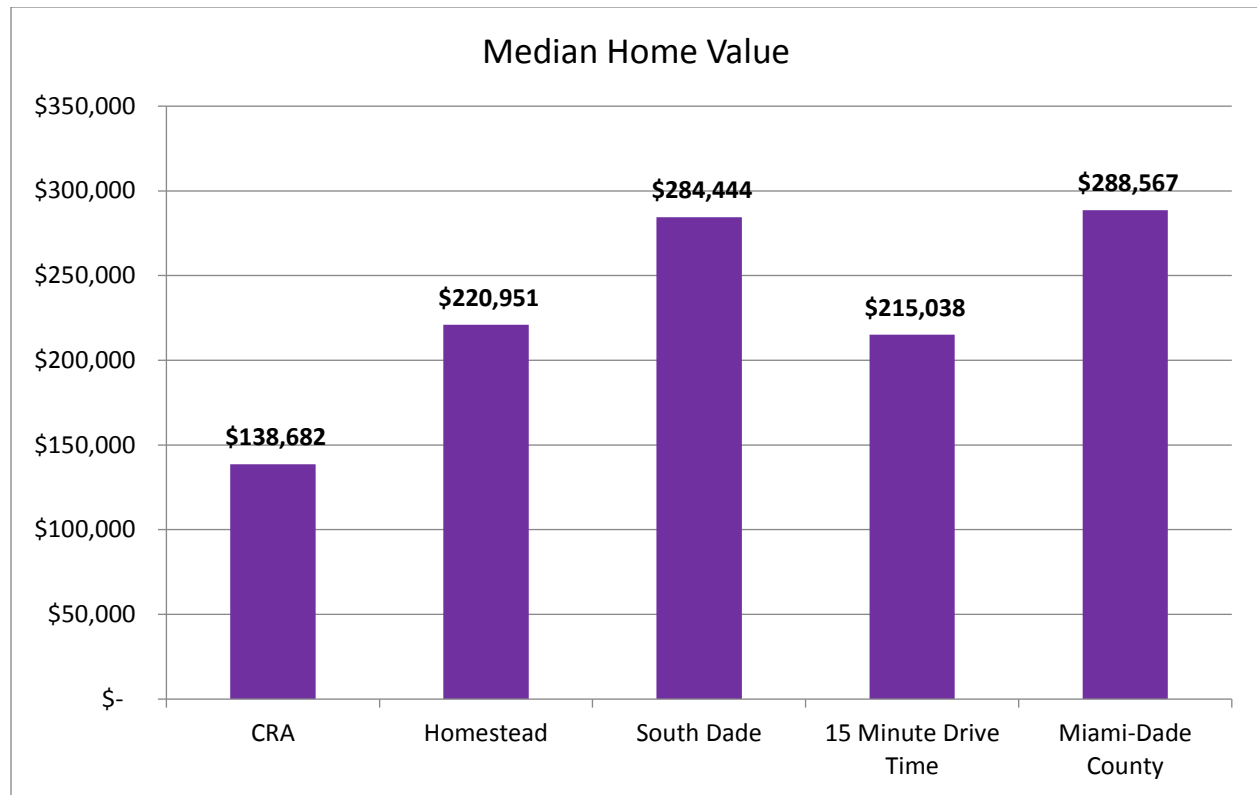


Figure 15: Opportunity Zones

Markets

The immediate area markets are relatively weak; the CRA area has a lower median household income than surrounding communities and Miami-Dade County as a whole, and housing values reflect a similar trend. Fewer than half of residential units are owner occupied.





The Homestead CRA has good access to South Florida markets via the Florida Turnpike and US1. Additionally, the Miami-Dade County SMART Plan for transportation will provide direct Bus Rapid Transit (BRT) to areas north from Downtown Homestead.

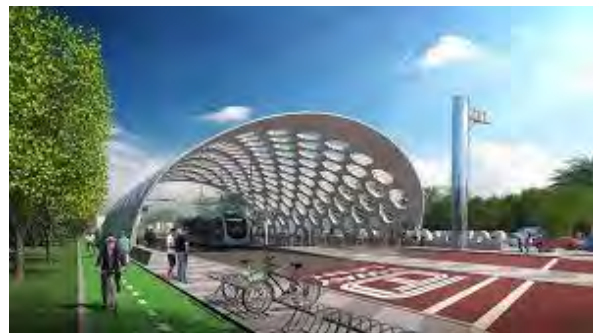


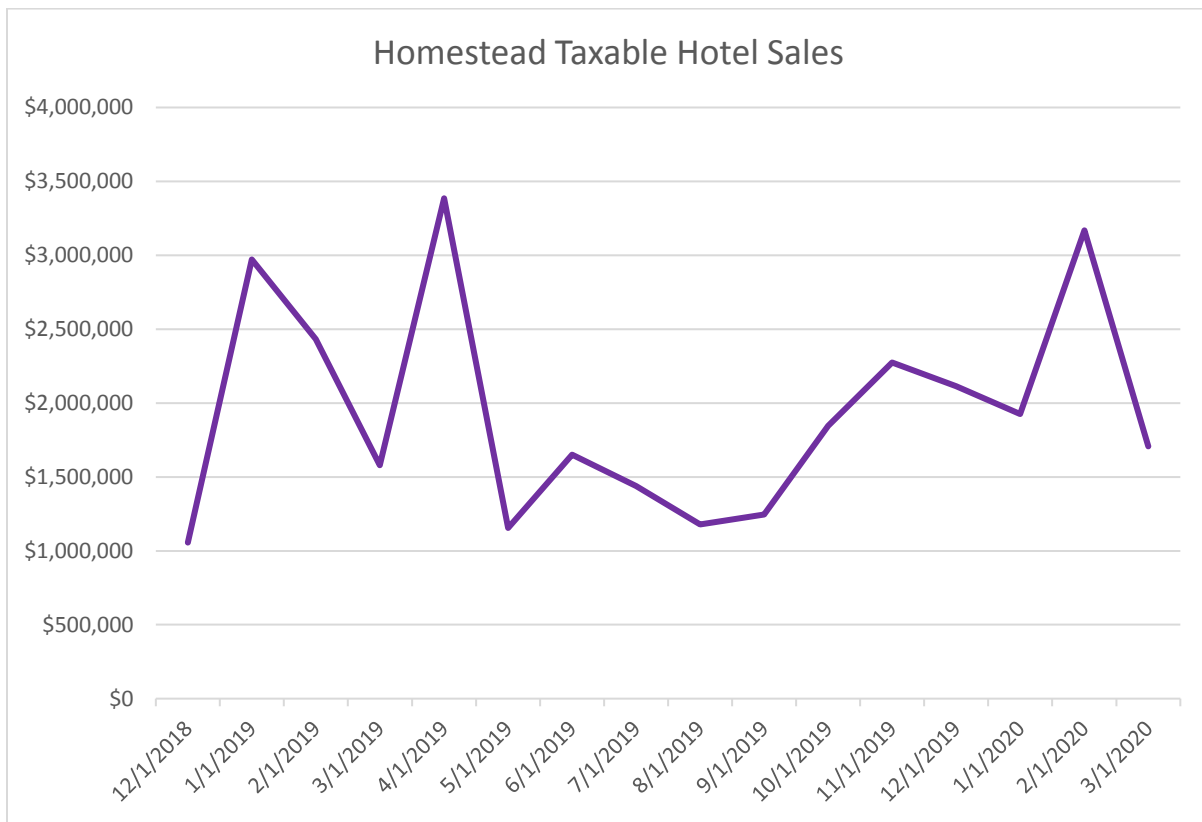
Figure 17: Conceptual Bus Rapid Transit Station

Downtown Homestead and the Homestead CRA have immediate access to student markets at the Miami-Dade College Homestead Campus, and there is a strong family presence in the area, including many activities for children and families in Downtown.

The Homestead CRA is home to approximately 11,398 residents, which makes up 17% of the City's overall population. The median age of CRA residents is 28.5 years of age. The population in the CRA is diverse (58.8% White, 24.8% Black, 16.4% Other Races).

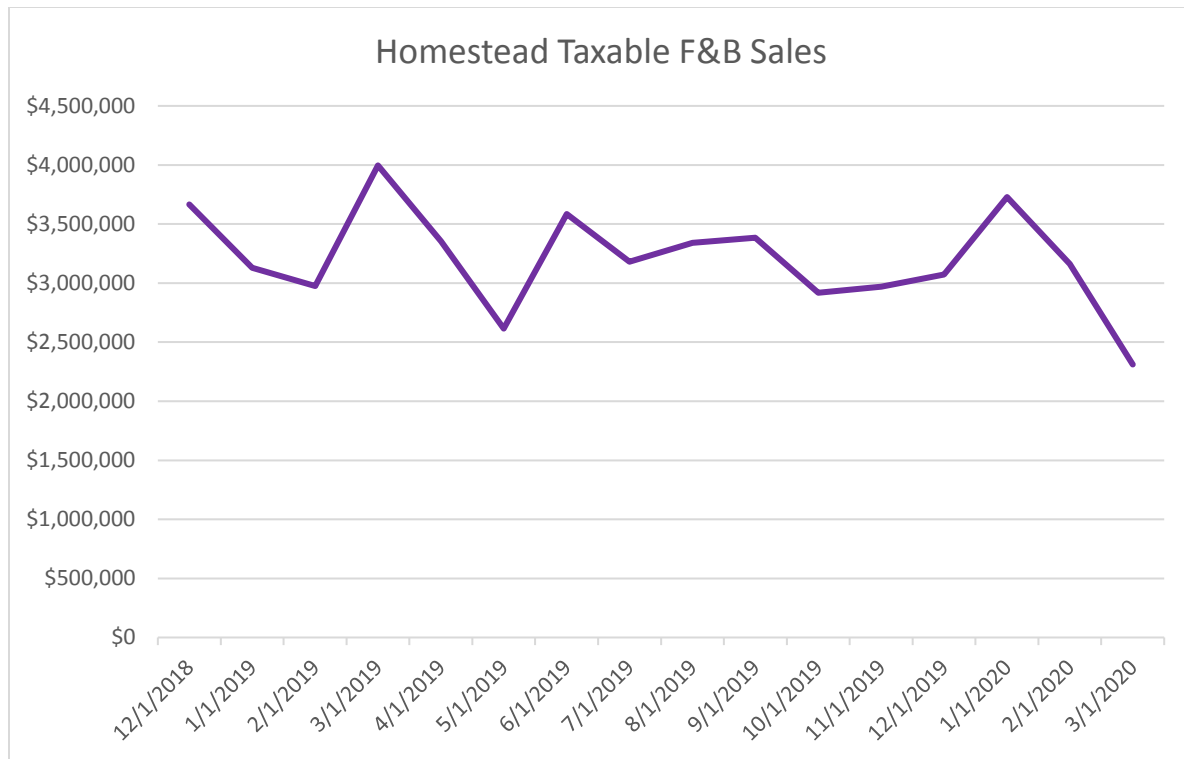
The percentage of population of Hispanic origin (71.3%) has grown significantly since 2010 (65.4%)¹²

The long-term impact of the COVID-19 Pandemic on the Homestead CRA is still unknown but is expected to be significant due to increasing vacancies and lower rents, possibly leading to lower property values in fiscal year 2021/22. The Pandemic has been especially difficult for the hospitality industry. CRA initiatives will be critical to restarting the economy and improving the quality of life of the residents and businesses.¹³



¹² U.S. Census Bureau, Esri

¹³ Food and Beverage Taxable Sales were down 44% in March 2020 compared to March 2019 – Miami-Dade Tax Collector's Office



Other Market Characteristics

Income and Housing Value

- There is a larger household size within the CRA compared to the county.
- CRA vacancy is lower than citywide but has a higher percentage of renters.
- CRA housing values are significantly lower than citywide and county values.

Local and Regional Attractions

- | | |
|----------------------|---|
| • Showbiz Cinemas | • Harris Field Park (Rodeo) |
| • NASCAR | • Seminole Wayside Park |
| • Florida Keys | • Fruit & Spice Park |
| • Homestead Air Base | • Homestead Bayfront Park |
| • Coral Castle | • Monkey Jungle |
| • Knaus Berry Farm | • Schnebly's Redland's Winery & Brewery |
| • Everglades Outpost | • Anhinga Trail |

CRA Events

- Dr. Martin Luther King Jr. Day Celebration
- Military Appreciation Day
- Small Business Matchmaker

Cultural Arts

- Seminole Theater
- Historic Homestead Town Hall Museum



Figure 18: Regional Location

Section 4 - Redevelopment Goals, Administration, Funding, Neighborhood Impact

This amendment to the Homestead CRA Plan defines fourteen (14) Redevelopment Goals described below. Each goal will be achieved through implementation of a series of Redevelopment Initiatives, as identified in *Section 5 – Redevelopment Program Initiatives*.

Economic Development

Goal #1: Create a thriving Downtown Homestead District through public private partnerships, land acquisition, and business support to encourage a quality retail, restaurant, cultural, and business environment serving Homestead’s residents and visitors.

Goal #2: Create viable Commercial Corridors within the Homestead CRA by encouraging and facilitating sound real estate acquisition, assemblage, development, and public private partnerships, and promoting job creation.

Goal #3: Work with the City of Homestead to support and recruit “target” commercial, cultural, and light industrial uses/industries within the CRA.

Goal #4: Incorporate the cultural arts as a critical component of economic development.

Goal #5: Reposition the Homestead market through branding & marketing initiatives to attract new targeted uses/industries, retain existing businesses and improve the quality of life within the Homestead CRA.

Public Improvements/Infrastructure

Goal #6: Coordinate CRA, City, County, State, and Federally funded public improvements within the City of Homestead’s commercial areas.

Goal #7: Support neighborhood improvement initiatives to reduce slum and blight conditions in residential neighborhoods.

Housing/Residential Development

Goal #8: Work with the private sector to create a “Healthy Mix” of Mixed-Use, Attainable, Affordable, Workforce, Market Rate, Luxury, and Mixed-Income Housing.

Goal #9: Work with the City of Homestead to encourage development and renovation of Mixed-Use, Affordable, Workforce, and Mixed-Income Housing.

Transportation, Transit & Parking

Goal #10: Encourage safe, convenient, efficient, and effective motorized and alternative-mode transportation and transit systems within the City of Homestead, which connect to the regional transportation and transit system.

Goal #11: Create efficient and attractive parking to support retail, restaurant, cultural, office, and industrial facilities within the redevelopment area.

Redevelopment Support

Goal #12: Encourage and support sound Land Use Regulations within the City of Homestead.

Goal #13: Use powers of borrowing, land acquisition, and land disposition to further Homestead CRA Redevelopment Goals & Initiatives.

Goal #14: Provide economic incentives and other support to projects that further Homestead CRA Redevelopment Goals & Initiatives.

Redevelopment Administration

As provided for in Florida Statute 163, Part III, the Homestead Community Redevelopment Agency will utilize Increment Revenue to fund administration, overhead

or any other expenses encumbered to achieve the Redevelopment Goals identified within this Plan Amendment, including:

- Redevelopment planning, surveys, and financial analysis.
- Acquisition of real property in the CRA District.
- Clearance and preparation of areas for redevelopment and relocation of occupants.
- Repayment of borrowed funds.
- All expenses related to bonds and other indebtedness.
- Development of affordable and workforce housing.
- Implementation of community policing innovations.
- Expenses necessary to exercise the powers granted under s. 163.370, which is included as Section 9.

Potential Sources of Project Funding

The Homestead Community Redevelopment Agency may use multiple revenue sources to fund and finance the Redevelopment Goals and Initiatives in this plan, including but not limited to:

Tax Increment Revenues – Tax Increment Revenue is typically the major source of funding for redevelopment projects under the State of Florida Community Redevelopment Act.

- a. Redevelopment Revenue Bonds – The provisions of Section 163.385, Florida Statutes allow the City of Homestead CRA to issue “Revenue Bonds” to finance redevelopment actions, with the security for such bonds being based on the “anticipated assessed valuation of the completed community redevelopment.”
- b. Direct Borrowing from Commercial Lenders – The CRA is also authorized to fund redevelopment projects and programs through direct borrowing of funds. Depending on the project’s funding requirements, the CRA may utilize both short and long-term borrowing.

- c. Grants Funding – The CRA may seek funding in the form of grants for projects that support the Redevelopment Goals and Initiatives of this plan, including but not limited to:
- Historic Preservation Grants
 - Department of Transportation - Transportation Enhancement Grants
 - Department of Transportation Transit Grants
 - Environmental Protection Agency (EPA) Funding
 - Economic Development Administration (EDA)/U.S. Department of Commerce Grants
- d. Other Funding Sources – As provided in FS 163 Part III, the Homestead CRA may apply for and accept advances, loans, 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 use to support the Redevelopment Goals and Initiatives in this plan.

Neighborhood Impact

The following describes the potential impacts of future redevelopment on the residential neighborhoods within the Homestead CRA. While neighborhood impacts have been considered in the identification of the Redevelopment Goals outlined above, it should be noted that redevelopment projects are in the early stages of planning. Specific impacts resulting from implementation will be determined as projects become more clearly defined.

Relocation of Displaced Residents and Businesses

The possibility of residential relocations is contemplated by this Plan in connection with future redevelopment projects. While very limited relocation is anticipated, it is important to note that implementation of Redevelopment Goals and Initiatives may result in residential and/or business displacement.

If existing or future CRA projects do require the relocation of residents or businesses, a relocation plan will be submitted as a component of the project as part of the official approval by the CRA Board. It is also anticipated that the CRA and the City, as well as private developers, will expand the housing stock and housing variety. This will provide additional opportunities if it becomes necessary to relocate residents within the CRA boundaries.

To protect the residents and businesses within the Community Redevelopment Area, the CRA may consider administrative procedures and practices for implementation should relocation support be necessary.

Traffic Circulation

Although successful redevelopment can increase overall traffic, the Homestead Community Redevelopment Area is part of an existing roadway network that serves the City of Homestead. As part of this redevelopment effort, it is anticipated that the CRA and City will make a significant investment in improving roadways, including street reconstructions, lighting, beautification, landscaping, traffic calming, and pedestrian walkway enhancement. These improvements should result in better traffic flow and enhanced mobility for pedestrians and non-motorized transport. Additionally, the CRA should work with the City and Miami-Dade County to implement “last-mile” solutions that connect neighborhoods to the Busway and the future Bus Rapid Transit service through expansion of the local circulator system.

Implementation of individual redevelopment projects may require improvements or modifications to the existing roadway network. These localized impacts will be reviewed when specific projects are approved. It is also recommended that architectural and site-

specific design solutions be considered to mitigate potential traffic and parking impacts of specific projects on adjacent residential neighborhoods.

Environmental Quality

The Redevelopment Goals and Initiatives proposed in this Plan are intended to improve the environmental quality within the Community Redevelopment Area. Several initiatives, such as Residential and Commercial Rehabilitation/Beautification Grants, will provide funding for homeowners, businesses and commercial property owners in the CRA to make interior and exterior improvements to their properties. It is anticipated that improvements resulting from these programs will foster a new sense of community pride and spur additional revitalization efforts throughout the area, further reducing slum and blighted conditions.

Streetscape and landscape improvements associated with redevelopment projects will, when completed, upgrade the overall appearance of the area. Future redevelopment will improve the appearance of Downtown Homestead area and along commercial corridors throughout the CRA.

CRA support for City of Homestead housing quality efforts will significantly improve the environments in residential neighborhoods within the CRA.

Availability of Community Facilities and Services

Since the Community Redevelopment Area includes the Downtown area of the City of Homestead, there exists a full range of community services and facilities. While there are new facilities, such as the Police Station and City Hall, there are other service providers housed in properties with potential problems with building conditions and obsolete design. Implementation of individual redevelopment projects and public improvements may require modifications to existing systems by both the public and private sector.

Implementation of this Plan will supplement City and County infrastructure projects to encourage private development in the area. Any existing community facilities within the boundary of the Community Redevelopment Area may benefit from the economic improvement of the area through the implementation of the redevelopment initiatives. The

physical improvements to the surrounding area will help create economic revitalization with new businesses and job opportunities. Community services, such as innovative community policing and code enforcement, can be expanded utilizing the programs included in the Community Redevelopment Plan.

Effect on Schools

The Miami-Dade County School Board has not identified any imminent major actions that will affect existing school facilities located in the CRA. Residential development anticipated within this Plan will likely represent only a small percentage of overall County population growth and therefore not have a significant effect on school population. All CRA initiatives are subordinate to the Comprehensive Plan, the Land Development Regulations, or any countywide concurrency guidelines.

Section 5 - Redevelopment Initiatives

Economic Development

Goal #1: Create a Thriving Downtown

Create a thriving Downtown Homestead District through public private partnerships to encourage a quality retail, restaurant, cultural, and business environment serving Homestead residents and visitors.

Initiatives

1a. Public/Private Partnership Development

Work with the private sector to identify and create public private partnerships for commercial, residential, cultural, and mixed-use projects to realize redevelopment goals and increase the tax base.

1b. Commercial Rehabilitation and Beautification Grants

Implement funding programs for rehabilitation and beautification of commercial buildings (interior and/or exterior) to help local businesses attract new customers. These grants may be made available to Business Owners (tenants) and/or Commercial Property Owners.

1c. Merchant Assistance Program

Fund programs to provide technical assistance and consulting services to existing business owners for training and business growth.

1d. Commercial Quality of Life

Provide funding and/or staffing for proactive “clean and safe” programs and activities, including but not limited to pressure cleaning of sidewalks, improved lighting, litter control, graffiti removal, area code enforcement, and community policing.

1e. Other Downtown Initiatives

Provide funding and support for programs and activities that further the Economic Development of Downtown Homestead.

Goal #2: Create Viable Commercial Corridors

Create viable Commercial Corridors within the Homestead CRA by encouraging and facilitating sound real estate acquisition, assemblage, development, job creation, and public private partnerships.

Initiatives

2a. Real Estate Acquisition and Assemblage

Work with the private sector to encourage and facilitate sound real estate acquisition, assemblage and development.

2b. Corridor Access and Aesthetics

Work with FDOT to create strategies for successful access and aesthetics for all corridors.

2c. Other Commercial Corridor Initiatives

Provide funding and support for programs and activities that further economic development of commercial corridors, including job creation and retention.

Goal #3: Targeted Uses/Industries

Work with the City of Homestead to support and recruit “target” commercial, cultural, and light industrial uses/industries within the CRA.

Initiatives

3a. Target Uses/Industries Initiatives

Identify targeted business clusters within the City including but not limited to:

- Agriculture
- Arts and Arts Education
- Grocery and Food
- Restaurants
- Craft Breweries
- Retail such as clothing
- Cultural Arts

3b. Capitalize on existing assets in and near the CRA

- Educational institutions (i.e. Miami Dade College)
- Major transportation corridors
- Government services
- The Florida Keys
- The Redland Agriculture Area

3c. Capitalize on market conditions

- Identify opportunities as redevelopment builds momentum
- Identify businesses and industries expanding/relocating within Miami-Dade

3d. Tenant Improvements Program

Provide funding for relocation of new “targeted use” businesses, including incentives for tenant relocation, acquisition, rehabilitation, or tenant improvements (buildout) to existing properties.

Goal #4: Incorporating the Cultural Arts

Incorporate the Cultural Arts as a critical component of Economic Development.

Initiatives

4a. Expansion of Arts

Create an environment that is conducive to the expansion of performing and visual arts throughout the CRA.

Support the expansion of cultural arts in the Homestead CRA by providing tools that support community access to the arts.

Goal #5: Reposition the Homestead Market

Reposition the Homestead market through branding & marketing initiatives to attract new targeted uses/industries, retain existing businesses, and improve the quality of life within the Homestead CRA.

Initiatives

5a. Business Recruitment

Promote the City of Homestead and its assets to increase area business, including participation in:

- Trade Shows
- Broker Banker Events and Developer Forums
- Other Events & Activities

5b. Business Retention and Quality of Life

Encourage residents and visitors to shop, live, work and play in Homestead through support and promotional efforts including:

- Image Enhancement
- Special Events and Community Activities
- Public Outreach Efforts
- Neighborhood Events
- Family Friendly Events

5c. Other Marketing and Branding Initiatives

Provide funding and support for programs and activities that further the marketing and branding of Homestead and the CRA.

Public Improvements and Infrastructure

Goal #6: Invest in Public Improvements and Quality of Life

Coordinate CRA, City, County, State, and Federally funded public improvements within City of Homestead commercial areas.

Initiatives

6a. Streetscape Projects

Coordinate streetscape projects such as roadway, sidewalk, landscaping, lighting, and infrastructure improvements within the Downtown District, the Southwest Area, residential neighborhoods and along roadways, including but not limited to:

- Washington Avenue
- Krome Avenue
- US 1
- Mowry Drive
- Campbell Drive
- SW 187th Street

6b. Open Space/Community Enhancements

Create and support Open Space and Community Enhancement Projects, including neighborhood improvements and park improvements in the residential areas of the CRA, especially in the Southwest Area.

6c. Wayfinding and Gateway Signage

Provide funding and support for Gateway and Wayfinding Signage consistent with Homestead Comprehensive Signage Regulations.

6d. Other Public Improvement Initiatives – Commercial Areas

Provide funding and support for other programs and activities that further public improvement initiatives in Downtown Homestead and along corridors.

Goal #7: Neighborhood Improvement Programs

Support neighborhood improvement initiatives to reduce slum and blight conditions in residential neighborhoods.

Initiatives

7a. Sidewalk and Swale Improvements

Provide funding and support for improvement to signage, sidewalks, and swale areas within residential neighborhoods within the CRA, especially in the Southwest Area.

7b. Storm Hardening

Work with the City, County, State, and Federal governments to fund and implement storm hardening and flood mitigation in the Southwest Area.

7c. Community Policing/Code Enforcement

Continue to provide funding and support for Community Policing and Code Enforcement within the CRA residential neighborhoods.

7d. Crime Prevention through Environmental Design (CPTED)

Provide funding and support for programs and activities that encourage safety through CPTED.

7e. Other Public Improvement Initiatives – Neighborhoods

Provide funding and support for programs and activities that further public improvement initiatives in residential neighborhoods.

Housing and Residential Development

Goal #8: Create a “Healthy Mix” of Housing

Work with the private sector to create a “Healthy Mix” of Mixed-Use, Affordable, Workforce, Market Rate, Luxury, and Mixed-Income Housing.

Initiatives

8a. Private Sector Initiatives

- Encourage the private sector to create Mixed-Use, Affordable, Workforce, Market Rate, Luxury, and Mixed-Income Housing within the CRA.
- Incentivize projects with Increment Revenue, land swap or by other means, as appropriate and possible.
- Target infill residential and mixed-use development in the CRA, especially in the Southwest Area.
- Facilitate use of public funds to private sector investments to create Workforce and Affordable Housing:
 - o Low-Income Housing Tax Credits (LIHTC)
 - o State Apartment Incentive Loan program (SAIL)
 - o Other Funds available to private sector

8b. Other Private Sector Housing Initiatives

Provide support for programs and activities that further private sector development of Mixed-Use, Affordable, Workforce, Market Rate, Luxury, and Mixed-Income Housing.

Goal #9: Encourage Mixed-Use/Affordable/Workforce Housing

Work with the City of Homestead to encourage development and renovation of Mixed-Use, Affordable, Workforce, and Mixed-Income Housing.

Initiatives

9a. Public Sector Initiatives

Encourage the public sector including the City, Miami-Dade County, and other agencies to create Mixed-Use, Affordable, Workforce and Mixed Income Housing within the CRA, including through the following programs:

- Community Development Block Grant Program (CDBG)
- Home Investment Partnerships Program (HOME)
- State Housing Initiative Partnership (SHIP)
- Neighborhood Stabilization Program (NSP)
- Other funding available to the public sector

9b. Home Rehabilitation Program

Provide funding and support for residential housing beautification and the emergency rehabilitation of housing, including but not limited to issues such as roofs and water/sewer.

9c. Homebuyer Counseling

Provide funding and support for homebuyer counseling.

9d. Homebuyer Subsidies

Provide funding and support for homebuyer subsidies, including but not limited to:

- First Time Home Purchase
- Affordable Rental Assistance

9e. Other Public Sector Housing Initiatives

Provide funding and/or support for programs and activities that further development and renovation of Mixed-Use, Affordable, Workforce, and Mixed-Income Housing.

Transportation, Transit and Parking

Goal #10: Encourage “Safe and Convenient” Transportation and Transit

Encourage safe, convenient, efficient, and effective motorized and alternative-mode transportation and transit systems within the City of Homestead.

Initiatives

10a. Bicycle-Friendly Initiatives

Provide funding and support for programs and activities that expand the bicycle network within the City of Homestead and encourage bicycle transportation.

10b. Transit Oriented Development (TOD)

Provide direct support for Transit Oriented Development within the CRA and advocate for future transit opportunities, including along the Busway and other public private partnerships for Transit Oriented Development

10c. Other Transportation and Transit Initiatives

Provide funding and support for programs and activities that further Redevelopment Goals for transportation and transit, including but not limited to:

- Advocacy, grant and implementation strategies
- Transit and traffic circulation analysis
- Expansion of the local circulator
- Other transportation and transit initiatives.

Goal #11: Create “Efficient and Attractive” Public Parking

Create efficient and attractive parking to support retail, restaurant, cultural, office and industrial facilities within the redevelopment area.

Initiatives

11a. Public Parking Development

Provide support for development of public parking facilities, including public private partnerships to develop projects with public parking components.

11b. Shared Parking Strategies

Explore programs and activities that encourage shared use of public and private parking facilities.

11c. Other Parking Initiatives

Provide support for programs and activities that further public and shared parking facilities within the CRA.

Redevelopment Support

Goal #12: Support Redevelopment-Friendly Land Development Regulations (LDRs)

Encourage and support land uses, zoning, and building codes that encourage future redevelopment, such as:

- Mixed Use Land Use
- Transit Oriented Land Use and Zoning
- Variances and bonuses in exchange for public benefits
- Streamlined building codes and other regulations

Goal #13: Borrowing, Land Acquisition & Disposition

Use powers of borrowing, land acquisition & disposition to further Homestead CRA Redevelopment Goals & Initiatives.

Initiatives

13a. Borrowing/Bonding

Use CRA powers to borrow and/or issue revenue bonds or access other debt vehicles to fund projects that support Redevelopment Goals & Initiatives.

13b. Land Acquisition/Disposition Strategies

Use CRA powers of land acquisition and disposition to acquire and dispose of real estate to further Redevelopment Goals and Initiatives.

Goal #14 Initiatives: Provide Economic Incentives

Provide economic incentives and other support to projects that further Homestead CRA Redevelopment Goals & Initiatives.

Initiatives

14a. Infrastructure Improvements

Provide funding for and create infrastructure to support Redevelopment Goals, Initiatives, and projects.

14b. Direct Participation Incentives

Provide direct incentives for development of projects to realize Redevelopment Goals and initiatives or to increase Increment Revenue through Tax Increment Revenue Grants. Provide incentives to match other funding for development projects, including but not limited to:

- Low-Income Housing Tax Credits (LIHTC)
- State Apartment Incentive Loan program (SAIL)
- New Market Tax Credits (NMTC)
- Other Programs

14c. Redevelopment Initiatives

Provide incentives and support for programs and activities that support Redevelopment Goals and Initiatives.

14d. Revitalization Preservation

Provide direct support to residents and business with programs that include but are not limited to providing for the continuity of business operations, employment preservation, and property protection and stabilization during times of a disaster or emergency declaration.

Section 6 - Financial Projections

Current Property Values

Implementation of the CRA Plan is projected to generate approximately \$177 million in net new property taxes between FY 2021 and 2051 (\$84 million in 2020 dollars). The distribution of these net new taxes is provided in the following estimates. This estimate assumes an annual average growth of TIF by 3.0%.

	City TIF	County TIF	Total
2018	\$ 1,389,726	\$ 1,089,584	\$ 2,479,310
2019	\$ 1,540,034	\$ 1,200,948	\$ 2,740,982
2020	\$ 1,940,686	\$ 1,200,948	\$ 3,141,634
2021	\$ 1,989,203	\$ 1,230,972	\$ 3,220,175
2022	\$ 2,038,933	\$ 1,261,746	\$ 3,300,679
2023	\$ 2,089,907	\$ 1,293,290	\$ 3,383,196
2024	\$ 2,142,154	\$ 1,325,622	\$ 3,467,776
2025	\$ 2,195,708	\$ 1,358,762	\$ 3,554,471
2026	\$ 2,250,601	\$ 1,392,731	\$ 3,643,332
2027	\$ 2,306,866	\$ 1,427,550	\$ 3,734,416
2028	\$ 2,364,537	\$ 1,463,239	\$ 3,827,776
2029	\$ 2,423,651	\$ 1,499,819	\$ 3,923,470
2030	\$ 2,484,242	\$ 1,537,315	\$ 4,021,557
2031	\$ 2,546,348	\$ 1,575,748	\$ 4,122,096
2032	\$ 2,610,007	\$ 1,615,142	\$ 4,225,148
2033	\$ 2,675,257	\$ 1,655,520	\$ 4,330,777
2034	\$ 2,742,139	\$ 1,696,908	\$ 4,439,047
2035	\$ 2,810,692	\$ 1,739,331	\$ 4,550,023
2036	\$ 2,880,959	\$ 1,782,814	\$ 4,663,773
2037	\$ 2,952,983	\$ 1,827,384	\$ 4,780,368
2038	\$ 3,026,808	\$ 1,873,069	\$ 4,899,877
2039	\$ 3,102,478	\$ 1,919,896	\$ 5,022,374
2040	\$ 3,180,040	\$ 1,967,893	\$ 5,147,933
2041	\$ 3,259,541	\$ 2,017,090	\$ 5,276,631
2042	\$ 3,341,030	\$ 2,067,518	\$ 5,408,547
2043	\$ 3,424,555	\$ 2,119,206	\$ 5,543,761
2044	\$ 3,510,169	\$ 2,172,186	\$ 5,682,355
2045	\$ 3,597,923	\$ 2,226,490	\$ 5,824,414
2046	\$ 3,687,871	\$ 2,282,153	\$ 5,970,024
2047	\$ 3,780,068	\$ 2,339,207	\$ 6,119,275
2048	\$ 3,874,570	\$ 2,397,687	\$ 6,272,257
2049	\$ 3,971,434	\$ 2,457,629	\$ 6,429,063
2050	\$ 4,070,720	\$ 2,519,070	\$ 6,589,790
2051	\$ 4,172,488	\$ 2,582,046	\$ 6,754,534
Total	\$ 104,821,128	\$ 65,343,615	\$ 170,164,743
Net Present Value	\$ 51,807,373	\$ 32,059,777	\$ 83,867,150

Projected Expenses

The estimated cost to implement this Redevelopment Plan is \$84million-\$125million in 2020 dollars for the period of fiscal years 2020/21 through 2050/51.

This Plan funds continued redevelopment and implementation of important community projects as well as projects of regional and county significance such as affordable and workforce housing, retention and expansion of the regional agriculture industry, and public transportation and transit. The following category costs are estimates for the overall life of the Plan. Specific project prioritization and funding allocations will be made during the annual budget process.

Economic Development – \$20-37 million

- Public/Private Partnerships (P3) and mixed-use development – \$5-12 million
- Economic Development Initiatives - \$15-25 million
 - o Merchant Assistance
 - o Community Policing
 - o Cultural Arts Economic Development
 - o Property Rehabilitation
 - o Business Attraction and Target Industry Initiatives

Public Improvements/Infrastructure – \$35-50million

- Streetscape and Infrastructure Projects – \$20-30million
- Community Enhancements - \$15-20million

Housing/Residential Development – \$15-23million

- Public Sector Initiatives
- Homebuyer Assistance
- Other Public Sector Housing Initiatives

Transportation, Transit & Parking – \$6.5-9million

- Implementation Strategies for Transportation and Transit

- Local Circulator Support
- Bicycle Friendly Initiatives

Redevelopment Support – \$5-8million

- Land Use, Zoning, Building Codes
- Land Acquisition and Disposition
- Economic Incentives

Projected Timeline

The projected timeline focuses on implementing those initiatives that will drive tax roll and tax increment growth in the early years, to ensure that sufficient resources are available for capital and neighborhood projects throughout the remainder of the CRA's term. Specific prioritization will be made on an annual basis and may vary from subarea to subarea based on need and where along the revitalization process the area is at the time.

For example, Downtown Homestead may have more targeted economic development and business attraction needs prior to attracting residential uses, while the Southwest Area has desperate need for infrastructure and housing improvements which must occur prior to significant business investment. The following concept is presented as a guide which provides for the generation of Increment Revenue that will be needed for projects that do not generate Increment Revenue. In those cases where projects that do not generate Increment Revenue, but which are needed in the more immediate future, bonding or other debt vehicles will be considered and may be used.

Early Years - Since new investment is the best opportunity to grow revenue, business and investment attraction and incentives that support new investment are important, especially in the early years of a plan. Capital projects and infrastructure projects that support new investments are also important during this time. Commercial grants remain important to support small business and assist their efforts to capitalize on the new investment that is occurring, as is maintenance of CRA-funded. Housing, neighborhoods,

and security still need attention, but the focus should be on attracting investment that supports long-term success of the plan and neighborhood stabilization.

Middle Years – After new investment has begun and the corresponding increases in the Increment Revenue have been realized, the CRA should focus on stabilization of the area. This includes an increase of efforts related to housing quality, residential investment and quality of life, maintaining and building on successes in the safety and security area, and supporting small businesses and entrepreneurs. These efforts will support long-term stability and growth of the tax base.

Later Years and CRA Sunset – As tax base growth is realized and additional Increment Revenue becomes available, the CRA should focus on those efforts which rely on Increment Revenue more than on those which help create it. These are the years in which the CRA area needs to be put into a position to succeed following the sunset of the agency and the Increment Revenue source, so special emphasis is placed on implementing the plan strategies for public infrastructure, neighborhoods, public space, and quality of life improvements which support revitalization.

Section 7 – Miami-Dade County Requirements for Extension to the CRA

The County has set forth the following criteria for an assessment of need (Assessment), which will be submitted by any community redevelopment agency (Agency) requesting an extension to the life of the Agency and community redevelopment area (Area). The Assessment is included within this Amendment to the Community Redevelopment Plan, and the elements of the Assessment can be found in the sections identified below.

A. Assessment of Need:

Any Agency requesting an extension shall provide the Board an Assessment that shall include the following information:

1. Reason for the Extension:

This proposed Homestead Redevelopment Plan Amendment identifies updated Redevelopment Goals and Initiatives to continue to eliminate the conditions of blight that exist within the Homestead CRA through the implementation of a comprehensive redevelopment program, and to continue to implement revitalization and redevelopment efforts in response to recent challenges and impacts that include the Great Recession, Hurricane Irma, and most recently, the COVID-19 Pandemic.

2. Current condition(s) of slum in the Area, as defined by Chapter 163.340 (7):

See Section 3 – Existing Conditions.

3. Current condition(s) of blight in the Area, as defined by Chapter 163.340 (8):

See Section 3 – Existing Conditions.

4. Total revenues deposited into the trust fund since the inception of the Agency:

See Section 6 – Financial Projections.

5. Types of programs funded for the Area:

See Section 1 – Need for the Amendment.

6. Major projects funded by the Agency:

See Section 1 – Need for the Amendment.

7. Major projects to be funded by the Agency as a result of the extension:

See Section 5 – Redevelopment Initiatives.

B. Additional Information. Additionally, the Assessment should include the following information, if applicable, that will assist the Board in determining the feasibility of extending the Agency:

1. Demographic analysis:

See Section 3 – Existing Conditions.

2. Economic, financial, and regulatory conditions within the redevelopment area:

See Section 3 – Existing Conditions.

3. Redevelopment priorities:

See Section 4 – Redevelopment Goals

4. Possible solutions and redevelopment strategies:

See Section 5 – Redevelopment Program Initiatives

5. Recommendations for an appropriate update to the goals and objectives of the Agency's community redevelopment plan:

See Section 4 – Redevelopment Goals, Funding & Neighborhood Impact

6. Projections of available tax incremental revenues:

See Section 6 – Financial Projections

7. Capital Improvements:

See Section 5 – Redevelopment Initiatives and Section 6 – Financial Projections

C. Community Engagement. Prior to preparing the Assessment, the Agency should engage the community through multiple methods, including meetings, charrettes, interviews, public media, electronic messages, and social media.

See Section 1 – Need for the Amendment.

Section 8 - Legal Description

A parcel of land lying in sections 12 and 13, township 57 south, range 38 east, and sections 7 and 18, township 57 south, range 39 east, Dade County, Florida, more particularly described as follows:

Begin at the intersection of the centerline of South Krome Avenue and the centerline of Southwest Eighth Street; thence westerly, along said centerline of Southwest Eighth Street, to an intersection with the west right-of-way line of Southwest Eighteenth Avenue; thence northerly, along said west right-of-way line and a northerly prolongation thereof, to an intersection with the centerline of West Mowry Street; thence easterly, along said centerline, to an intersection with the centerline of Redland Road; thence northerly, along said centerline, to an intersection with the north right-of-way line of Northwest Ninth Court; thence easterly, along said north right-of-way line and an easterly prolongation thereof, to an intersection with the centerline of North Krome Avenue; thence continue easterly, along the north right-of-way line of Northeast Ninth Court and an easterly prolongation thereof, to an intersection with the easterly right-of-way line of North Flagler Avenue; thence easterly, along the northerly line of Campbell Square Shopping Center, to an intersection with the westerly right-of-way line of U.S. Highway 1; thence northerly, along said westerly right-of-way line, to an intersection with the centerline of Northeast Eleventh Street; thence easterly, along said centerline to an intersection with the northerly prolongation of the east line of The South Dade Shopping Center (Homestead Town Center); thence southerly, along said east line of The South Dade Shopping Center (Homestead Town Center) to an intersection with the south right-of-way line of Campbell Drive; thence westerly, along said south right-of-way line, to an intersection with the easterly right-of-way line of U.S. Highway 1; thence southerly, along said easterly right-of-way, to an intersection with the north line of lot 9, block 1, as shown on "The Plat of Lands Belonging to the Miami Land and Development Company", as recorded in Plat Book 5 at page 10, of the public records of Dade County, Florida; thence easterly, along said north line of said lot 9 and the north line of lot 10; to the northeast corner of said lot 10; thence southerly, along the east line of said lot 10, to the southeast corner of said lot 10; thence westerly, along the south line of said lot 10 and the south line of said lot 9, to

an intersection with the east right-of-way line of Northeast Sixth Avenue; thence northerly, along said east right-of-way line, to an intersection with the easterly right-of-way line of U.S. Highway 1; thence southerly, along said easterly right-of-way line, to an intersection with the centerline of Southeast Eighth Street; thence westerly, along said centerline, to the point of beginning; containing approximately 1188 acres, more or less.

Section 9 – Chapter 163.370 Powers

163.370 Powers; counties and municipalities; community redevelopment agencies.

(1) Counties and municipalities may not exercise the power of eminent domain for the purpose of preventing or eliminating a slum area or blighted area as defined in this part; however, counties and municipalities may acquire property by eminent domain within a community redevelopment area, subject to the limitations set forth in ss. 73.013 and 73.014 or other general law.

(2) Every county and municipality shall have all the powers necessary or convenient to carry out and effectuate the purposes and provisions of this part, including the following powers in addition to others herein granted:

(a) To make and execute contracts and other instruments necessary or convenient to the exercise of its powers under this part.

(b) To disseminate slum clearance and community redevelopment information.

(c) To undertake and carry out community redevelopment and related activities within the community redevelopment area, which may include:

1. Acquisition of property within a slum area or a blighted area by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition.

2. Demolition and removal of buildings and improvements.

3. Installation, construction, or reconstruction of streets, utilities, parks, playgrounds, public areas of major hotels that are constructed in support of convention centers, including meeting rooms, banquet facilities, parking garages, lobbies, and passageways, and other improvements necessary for carrying out in the community redevelopment area the community redevelopment objectives of this part in accordance with the community redevelopment plan.

4. Disposition of any property acquired in the community redevelopment area at its fair value as provided in s. 163.380 for uses in accordance with the community redevelopment plan.

5. Carrying out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements in accordance with the community redevelopment plan.

6. Acquisition by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition of real property in the community redevelopment area which, under the community redevelopment plan, is to be repaired or rehabilitated for dwelling use or related facilities, repair or rehabilitation of the structures for guidance purposes, and resale of the property.

7. Acquisition by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition of any other real property in the community 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.

8. Acquisition, without regard to any requirement that the area be a slum or blighted area, of 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.

9. Acquisition by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition of property in unincorporated enclaves surrounded by the boundaries of a community redevelopment area when it is determined necessary by the agency to accomplish the community redevelopment plan.

10. Construction of 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.

(d) 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.

(e) Within the community redevelopment area:

1. To enter into any building or property in any community 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.

2. To acquire by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition any personal or real property, together with any improvements thereon.

3. To hold, improve, clear, or prepare for redevelopment any such property.

4. To mortgage, pledge, hypothecate, or otherwise encumber or dispose of any real property.

5. To insure or provide for the insurance of any real or personal property or operations of the county or municipality against any risks or hazards, including the power to pay premiums on any such insurance.

6. To enter into any contracts necessary to effectuate the purposes of this part.

7. To solicit requests for proposals for redevelopment of parcels of real property contemplated by a community redevelopment plan to be acquired for redevelopment purposes by a community redevelopment agency and, as a result of such requests for proposals, to advertise for the disposition of such real property to private persons pursuant to s. 163.380 prior to acquisition of such real property by the community redevelopment agency.

(f) To invest any community redevelopment funds held in reserves or sinking funds or any such funds not required for immediate disbursement in property or securities in which savings banks may legally invest funds subject to their control and to redeem such bonds

as have been issued pursuant to s. 163.385 at the redemption price established therein or to purchase such bonds at less than redemption price, all such bonds so redeemed or purchased to be canceled.

(g) 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 this part 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 or municipality deems reasonable and appropriate which are not inconsistent with the purposes of this part.

(h) To make or have made all surveys and plans necessary to the carrying out of the purposes of this part; 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:

1. Plans for carrying out a program of voluntary or compulsory repair and rehabilitation of buildings and improvements.

2. 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.

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

(i) 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.

(j) To apply for, accept, and utilize grants of funds from the Federal Government for such purposes.

(k) To prepare plans for and assist in the relocation of persons (including individuals, families, business concerns, nonprofit organizations, and others) displaced from a

community 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.

(l) To appropriate such funds and make such expenditures as are necessary to carry out the purposes of this part; to zone or rezone any part of the county or municipality or make exceptions from building regulations; 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 such county or municipality pursuant to any of the powers granted by this part.

(m) To close, vacate, plan, or replan streets, roads, sidewalks, ways, or other places and to plan or replan any part of the county or municipality.

(n) To organize, coordinate, and direct the administration of the provisions of this part, as they may apply to such county or municipality, in order that the objective of remedying slum and blighted areas and preventing the causes thereof within such county or municipality may be most effectively promoted and achieved and to establish such new office or offices of the county or municipality or to reorganize existing offices in order to carry out such purpose most effectively.

(o) To develop and implement community policing innovations.

(3) The following projects may not be paid for or financed by increment revenues:

(a) Construction or expansion of administrative buildings for public bodies or police and fire buildings, unless each taxing authority agrees to such method of financing for the construction or expansion, or unless the construction or expansion is contemplated as part of a community policing innovation.

(b) Installation, construction, reconstruction, repair, or alteration of any publicly owned capital improvements or projects if such projects or improvements were scheduled to be installed, constructed, reconstructed, repaired, or altered within 3 years of the approval of the community redevelopment plan by the governing body pursuant to a previously approved public capital improvement or project schedule or plan of the governing body which approved the community redevelopment plan unless and until such projects or improvements have been removed from such schedule or plan of the governing body and 3 years have elapsed since such removal or such projects or improvements were

identified in such schedule or plan to be funded, in whole or in part, with funds on deposit within the community redevelopment trust fund.

(c) General government operating expenses unrelated to the planning and carrying out of a community redevelopment plan.

(4) With the approval of the governing body, a community redevelopment agency may:

(a) Prior to approval of a community redevelopment plan or approval of any modifications of the plan, acquire real property in a community redevelopment area by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition; demolish and remove any structures on the property; and pay all costs related to the acquisition, demolition, or removal, including any administrative or relocation expenses.

(b) Assume the responsibility to bear any loss that may arise as the result of the exercise of authority under this subsection, in the event that the real property is not made part of the community redevelopment area.

(5) A community redevelopment agency shall procure all commodities and services under the same purchasing processes and requirements that apply to the county or municipality that created the agency.

Section 10 - Appendices

**RESTATED INTERLOCAL COOPERATION AGREEMENT RELATED TO THE
CITY OF HOMESTEAD COMMUNITY REDEVELOPMENT AGENCY (HCRA)**

THIS INTERLOCAL COOPERATION AGREEMENT (the "Interlocal Agreement"), made this ____ day of _____, 2020, by and among Miami-Dade County, Florida, a political subdivision of the State of Florida (the "County"), the City of Homestead, a municipal corporation under the laws of the State of Florida (the "City"), and the Homestead Community Redevelopment Agency, a public body corporate created pursuant to Section 163.357, Florida Statutes (hereinafter, referred to as the "HCRA"); and

WHEREAS, the Florida Legislature enacted the Community Redevelopment Act of 1969, which is presently codified in the Florida Statutes at Part III of Chapter 163, Sections 163.330 through 163.463, as amended, (the "Act"); and

WHEREAS, the Act provides "the governing body of any ...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 [the Act] within the boundaries of a municipality to the governing body of such a municipality;" and

WHEREAS, the Act further provides that "[s]uch a delegation to a municipality shall confer only such powers upon a municipality as shall be specifically enumerated in the delegating resolution;" and

WHEREAS, as authorized by the Miami-Dade County Board of County Commissioners (the "County Commission"), the City Council of the City of Homestead (the "City Council") by adoption of Resolution No. 93-07-61 on July 15, 1993, accepted a delegation of powers from the County Commission and created the HCRA; and

WHEREAS, upon request of the HCRA, the City Council approved the Homestead Community Redevelopment Plan by Resolution No. 93-08-66, and subsequent amendment by Resolution No. R94-05-46, all of which actions were approved by the County Commission; and

WHEREAS, additionally, the interlocal agreement delegating additional authority from the County to the City were approved and entered into by the HCRA, the City and the County on June 7, 1994, and amended by the First Amendment on August 16, 2004; and

WHEREAS, at the request of the City and the HCRA, the County Commission has approved the extension of the life of the HCRA and the existing community redevelopment area, as set forth in the amended City of Homestead Community Redevelopment Agency Redevelopment Plan (2020) (the "Amended Redevelopment Plan" or "Plan"); and

WHEREAS, accordingly, it is necessary to renegotiate the terms of the interlocal cooperation agreement between the HCRA, the City and County and restate said agreement, in connection with the approved extension and expansion; and

WHEREAS, the County Commission, in accordance with the Act, wishes to delegate certain powers conferred on the County Commission to the City and the HCRA to implement the Amended Redevelopment Plan for the redevelopment area, as described in such plan (Redevelopment Area); and

WHEREAS, the County, City and the HCRA desire to delineate their areas of responsibility with respect to the redevelopment of the redevelopment area, as described in such plan; and

WHEREAS, on June 7, 1994, the County Commission also enacted Ordinance No. 94-125, which among other things, established a trust fund ("Fund" or "Trust Fund") to fund improvements in the Redevelopment Area; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants recorded herein, the County, the City and the HCRA agree as follows:

I. Delegation of Powers

A. With the exception of the community redevelopment powers that continue to vest in the County Commission pursuant to Section

163.358, Florida Statutes, the HCRA shall have the right and sole responsibility to exercise the following redevelopment powers specifically delegated by the County Commission pursuant to the Act:

- (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 information regarding slum clearance and community redevelopment.
- (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 by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition;
 - (b) Demolition and removal of buildings and improvements;
 - (c) Installation, construction, or reconstruction of streets, utilities, parks, playgrounds, public areas of major hotels that are constructed in support of convention centers, including meeting rooms, banquet facilities, parking garages, lobbies, and passageways, 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 as provided in S. 163.380 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 by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition which, under the Plan, is to be repaired or rehabilitated for dwelling use or related facilities, repair or rehabilitation of the structures for guidance purposes, and resale of the property, or otherwise put to use for the public good as set forth in the Plan;
- (g) The power to acquire any other real property in the Redevelopment Area by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition when necessary to eliminate unhealthful, unsanitary or unsafe conditions; 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 over 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 the 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 qualified, licensed person or agency, public or private, of services, privileges, works, streets, roads, bridges, public utilities, or other facilities for, or in connection with, a community redevelopment plan; to install, construct, and reconstruct streets, bridges, utilities, parks, playgrounds, and other public improvements; and to agree to any conditions that it deems necessary 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 the Plan and related activities, and to include in any contract authorized by the HCRA in connection with such redevelopment and related activities, provisions to fulfill such of the conditions as it deems reasonable and appropriate;
- (5) The power to enter into any building or property in the Redevelopment Area in order to make inspections, surveys, appraisals, soundings, test borings, or contamination tests, with the permission of the owner or owners and to request an order for this purpose from a court of competent jurisdiction in the event entry is denied or resisted;
- (6) The power to acquire by purchase, lease, option, gift, grant, bequest, devise or otherwise any real property within the redevelopment area (or personal property for its administrative purposes), together with any improvements thereon;
- (7) The power to hold, improve, clear or prepare for redevelopment any property within the redevelopment area acquired by the HCRA;
- (8) The power to mortgage, pledge, hypothecate, or otherwise encumber or dispose of any real property within the redevelopment area;

- (9) The power to insure or provide for the insurance of any real or personal property within the redevelopment area or operations of the HCRA against any risks or hazards, including the power to pay premiums on any such insurance;
- (10) The power to enter into any contracts necessary to effectuate the purposes of the Act;
- (11) The power to solicit requests for proposals for redevelopment of parcels of real property within the redevelopment area contemplated by the Plan to be acquired for redevelopment purposes by the HCRA and, as a result of such requests for proposals, to advertise for the disposition of such real property to private persons or entities pursuant to Section 163.380, Florida Statutes, prior to acquisition of such real property by the HCRA;
- (12) The power to invest any community redevelopment funds held in reserves or sinking funds or any such funds not required for immediate disbursement in property or securities in which savings banks may legally invest funds subject to their control and to redeem such bonds as have been issued pursuant to Section 163.385, Florida Statutes, at redemption price established therein or to purchase such bonds at less than the redemption price, all such bonds so redeemed or purchased to be canceled;
- (13) Subject to prior approval of the City Council and the County Commission, which approval or disapproval shall be in the sole and absolute discretion of the City Council and County Commission, the power to borrow money and to apply for and accept advances, loans, 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 as a condition of the award of such loan or contribution, 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 Agency deems reasonable and appropriate which are not inconsistent with the purposes of the Act. It is the expressed intent of the Agency not to issue bonds or use any other form of indebtedness until such time as required by a development when bonding or indebtedness is required to complete the project.

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

- (16) The power to apply for, accept, and utilize grants of funds from the Federal Government for such purposes; and
- (17) 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; and
- (18) The power to appropriate such funds and make such expenditures as are necessary to carry out the purposes of the Act; to make a request to rezone any part of the City or the County or make exceptions from, or revisions to, building regulations; 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 such county or municipality pursuant to any of the powers granted by the Act; and
- (19) The power to make a request to close, vacate, plan, or replan streets, roads, sidewalks, ways, or other places and to plan or replan any part of the City or the County; and
- (20) The power to provide funding to support the development and implementation of community policing innovations, subject to any budgetary limitations set forth in this Agreement; and
- (21) The right to exercise any other power that the Florida Legislature grants to community redevelopment agencies after the date of this Interlocal Agreement, subject to

approval of the exercise of such power by the City Council, and if approved by the City Council, subsequent approval by Miami Dade County.

- (22) Nothing in this Agreement is intended to prohibit the City and the HCRA from exercising their respective powers as set forth in Section 163.395.

B. The following powers may not be paid for or financed by increment revenues:

- (1) Construction or expansion of administrative building for public bodies or police and fire buildings, unless each taxing authority agrees to such method of financing for the construction or expansion, or unless the construction or expansion is contemplated as part of a community policing innovation.
- (2) Installation, construction, reconstruction, repair or alteration of any publicly owned capital improvements or projects, if such projects or improvements were scheduled to be installed, constructed, reconstructed, repaired, or altered within three years of the approval of the community redevelopment plan by Miami-Dade County pursuant to a previously approved public capital improvement or project schedule or plan of Miami-Dade County as the governing body which approved the community redevelopment plan unless and until such projects or improvements have been removed from such schedule or plan of Miami-Dade County and three years have elapsed since such removal or such projects or improvements were identified in such schedule or plan to be funded, in whole or in part, with funds on deposit within the community redevelopment trust fund.
- (3) General government operating expenses unrelated to the planning and carrying out of the community redevelopment plan.

II. Miami-Dade County or Other Taxing Authority Representation

Pursuant to section 163.357(1)(d), Florida Statutes, one member of the County Commission or a County Commission designee may be appointed to serve on the HCRA's Board (in addition to the other members appointed to the HCRA Board of Commissioners (the "HCRA Board" or "Board") pursuant to section 163.357(1)(c), Florida Statutes. Said County Commissioner or designee shall be vested with the same rights, duties and obligations as any other HCRA Board member. Said membership on the HCRA's Board shall be considered an additional duty of office as prescribed by section 163.357(1)(d), Florida Statutes. Such appointment by the County Commission shall be immediate and will become part of the HCRA's Board without requiring further action from the HCRA.

III. Implementation of the Plan

A. The redevelopment powers listed in Section I herein may be exercised only with respect to the Redevelopment Area and only with respect to the Plan as approved by the County Commission, together with any supplements or amendments to the Plan, provided that any amendments and supplements to the Plan must also be approved by the County Commission. Notwithstanding anything in the Plan to the contrary, it is agreed that the Plan as approved by the County Commission pursuant to Resolution R-_____ is approved and effective through July 19, _____.

B. For purposes of this Interlocal Agreement, tax increment funds are such funds or revenues as defined by 163.387(1)(a).

C. No more than twenty percent (20%) of the total tax increment funds deposited annually into the Trust Fund by the City and the County ("HCRA TIF") shall be used for total administrative expenses allowable under Section 163.387(6)(c), Florida Statutes (including indirect and overhead expenses which may not exceed six percent (6%) of the total contemplated administrative expenses to be spent under the Plan). Administrative expenses include all compensation, including benefits, paid to or for the HCRA's Director

and its employees. All expense items chargeable to the twenty (20%) administrative expense cap shall be shown as individual line items in the annual budget prepared by the HCRA and submitted to the Board with sufficient detail on individual salaries, etc. The twenty percent (20%) cap on administration shall be calculated based on the HCRA TIF funding for that particular year and shall not include any carryover or other funding or revenue sources for this calculation. The County shall charge, and the HCRA shall pay to the County, no later than March 31, an annual administrative fee ("County Administrative Fee"). This County Administrative Fee shall be 1.5% of the County's payment to the HCRA. The County Administrative Fee shall not be included in the (20%) limit on administrative expenses defined in this section.

D. The City and the County hereby agree to contribute [95%] of the tax increment funds derived from the Redevelopment Area on an annual basis. Such contribution levels comply with County Commission Ordinance No. [].

E. Use of County Tax Increment Funds. The parties acknowledge that the County proposes the disbursement of \$5,700,000 (the "Advance") to the City to fund the City's debt service and construction costs incurred in association with the transit and transportation components of the Homestead Multimodal Project (the "Project").

1. In the event the County enters into a separate funding agreement with the City for the disbursement of the Advance, the CRA and County agree to utilize the County's tax increment fund contribution as follows:
 - a. Commencing with Fiscal Year 2020-21, the HCRA shall segregate 25% of the County's tax increment fund contribution (the "Transportation TIF") for the purpose of funding the County's Strategic Miami Area Rapid Transit Transportation Plan (the "SMART Plan"), such funding shall be deposited in the County's SMART Transportation Infrastructure Improvement District (the "SMART TIID") for use

along the South Dade Corridor. The HCRA shall, on an annual basis, prior to March 31st, pay the Transportation TIF to the County. The County shall use the Transportation TIF to recapture the Advance from the SMART TIID for the construction costs incurred and debt service payment owed by the City in association with the transit and transportation components of the Project. The Transportation TIF shall be the sole source of revenue for the recapture of the Advance made by the County.

- b. Beginning the Fiscal Year after the Advance has been recaptured to the SMART TIID for the Project, the County will continue to receive 15% of the Transportation TIF to be deposited in the SMART TIID and for use along the South Dade Corridor. The HCRA will receive 10% of the Transportation TIF which shall be used to fund the transit way improvements as identified in the Miami-Dade Transportation Planning Organization's Economic Mobility and Accessibility December 2019 Study for the South Dade Transit way Corridor. Any funding not used for these projects shall be returned to the County for the use as set forth in this section.
- 2. In the event that the County or City fails to approve the proposed disbursement of the Advance to the City, the HCRA and County agree that the HCRA shall utilize the County's tax increment fund contribution as follows:
 - a. Commencing with Fiscal Year 2024-25, the County will continue to receive 15% of the Transportation TIF to be deposited in the SMART TIID and for use along the South Dade Corridor. The HCRA will receive 10% of the Transportation TIF which shall be used to fund transit way improvements as identified in the Miami-Dade

Transportation Planning Organization's Economic Mobility and Accessibility December 2019 Study for the South Dade Transit way Corridor. Any funding not used for these projects shall be returned to the County for the use as set forth in this section.

F. Beginning FY 2024-25, the HCRA budget for expenditures funded by tax increment fund revenues shall be capped, so that in addition to the Transportation TIF, the HCRA shall set aside an additional 25% of the County's tax increment fund contribution, which shall remain un-appropriated and un-expended (the "County Rebate Amount"), except to the extent necessary to pay debt service and related payments on bonds that have been issued by the HCRA, if such bond issuance has been approved by the City and the County. The HCRA shall, on an annual basis beginning with FY 2024-25, prior to March 31st, pay the County Rebate Amount to the County.

G. The City and the HCRA designate the projects delineated in this paragraph as priority projects as more specifically described in the Redevelopment Plan. The HCRA shall develop and adopt its annual budgets, subject to approval by City Council and the County Commission, and carry out its work recognizing the priority status of these projects:

1. Residential Priority Projects:

- a. Market Rate Residential Housing within the "heart" of the City of Homestead downtown area;
- b. Mixed-use, mixed income development in the City of Homestead downtown near the Homestead Station; and
- c. Affordable Residential development for elderly population in the City of Homestead's Southwest Neighborhood; and
- d. Replace existing, aging overhead electrical facilities with underground electrical facilities

within the City of Homestead's Southwest Neighborhood.

H. The HCRA shall use its best efforts to ensure that the staffing of the HCRA reflect the racial and ethnic diversity of the HCRA area, in accordance with applicable Federal, State, and local laws, regulations, and ordinances.

IV. City/County Coordination

A. The County Mayor or the County Mayor's designee shall designate a Redevelopment Area Coordinator (the "Redevelopment Area Coordinator"). The Redevelopment Area Coordinator shall serve as the County's liaison to the HCRA 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. Additionally, the HCRA shall provide prior notice for all HCRA Board meetings to the Redevelopment Area Coordinator, and shall deliver copies of all HCRA Board meeting agendas and agenda items to the Redevelopment Area Coordinator prior to each HCRA Board meeting. Additionally, on a yearly basis the HCRA shall transmit to the County a copy of the HCRA's annual report and certified financial statements.

B. The HCRA shall be responsible for implementing and conforming to the Plan, including developing and implementing proposals for indebtedness and bond financing which has received the prior approval of the City Council and the County Commission, acquisition, disposition and relocation activities, 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 HCRA shall deliver copies of all accepted proposals for the Redevelopment Area to the Redevelopment Area Coordinator.

C. All proposals related to amendments to the Plan and proposals for indebtedness, loans or bond financing pledging tax increment revenues shall be subject to review and approval first by the City Council and then by the County Commission. No such amended Plan or indebtedness, loan or bond financing shall be considered approved until the HCRA Board, the City Council and the County Commission have taken official legislative action in accordance with the Act approving the Plan amendment or indebtedness. The Redevelopment Area Coordinator shall submit all proposals related to amendments to the Plan and proposals for indebtedness and bond financing to the County for review and recommendation and the Mayor or the Mayor's designee shall submit said recommendation to the County Commission for its final approval. The Redevelopment Area Coordinator shall review all proposals prior to review by the County and the County Commission.

D. After approval by the HCRA's Board and the City Council of the City of Homestead, and in accordance with state law, the annual budget and progress report shall be submitted to the County. Such budget shall be submitted by HCRA and the City to the County within 10 days after the adoption of such budget and HCRA and the City shall submit amendments of its annual budget to the County within 10 days after the adoption date of the amended budget in accordance with section 163.387(6), Florida Statutes. Such budget shall be submitted in a format approved by the County with sufficient detail including a description of any proposed project, grant, loan or any other program anticipated to be funded by the HCRA in that fiscal year. Additionally, the budget shall include a section outlining the accomplishments of the prior fiscal year. The annual budget for the HCRA shall be subject to review and approval by the County Commission. The annual budget shall be submitted to the County no later than October 15th of each fiscal year. With the exception of the debt service payment on current bond obligations financed by tax increment revenues (only if such obligations have been approved by the City Council and County Commission), no funds on deposit in the Fund may be expended by the HCRA based on the new budget until the annual budget has been approved by the County Commission. However, as long as the HCRA's annual budget which has been

adopted and approved in compliance with the terms of this Interlocal Agreement is submitted to the County no later than October 15th, the HCRA may continue to make expenditures provided they do not exceed the fund appropriation in the previous year budget. However, if expected revenue decreases from the previous fiscal year, the prior budget fund appropriation shall be reduced accordingly for the purpose of limiting expenditures until the new budget is approved by the County. At the request of the County, the HCRA shall submit additional progress reports on the Plan and Redevelopment Area activities. The annual budget must be accompanied by official legislation from the HCRA and the City approving the budget and including a statement that all HCRA expenses are in accordance with the approved Plan and State law. The City shall transmit such legislation to the County.

E. Should the HCRA Board, the City Council and the County Commission approve and/or adopt any amendments and modifications to the Plan, such amendments and modifications shall become a part of the Plan and the powers delegated to the HCRA pursuant to this Agreement shall be exercisable with respect to such amendments and modifications.

F. Beginning October 1, 2049, the County, Agency and City will negotiate an interlocal agreement to account for the sunset of the Homestead Community Redevelopment Agency and Area. Such agreement shall include but not limited to the methodology for disbursement of Trust Fund revenues remaining in the Trust Fund on September 30, 2051, to the taxing authorities (County and City), the disposition of real and personal property purchased with Agency funds, and any other issues associated with the dissolution of the Agency. Beginning FY 2050-51 the Agency will not fund any new projects, grants, initiatives, etc. in order to complete all previously funded projects, etc. to provide for the proper closeout of the Agency prior to September 30, 2051.

V. Land Disposition

Any disposition of land by the HCRA shall be accomplished in

accordance with applicable provisions of federal, State and local laws, Plan and this Agreement pursuant to the Act.

VI. Project Financing

A. The City, either directly or through the HCRA shall establish and maintain the Fund, as required by applicable law.

B. The City, either directly or through the HCRA, 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 HCRA may expeditiously and without undue delay, utilize such funds in accordance with the County Commission approved budget for the HCRA.

C. The HCRA, only if approved by the City Council and the County Commission, 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, the City Council's and the County Commission's approval as to amount, duration and purpose of such bonds, notes or other indebtedness, and advances pledging or obligating tax increment revenues, must be obtained prior to issuance of any such bond, note or other form of indebtedness and advances pledging or obligating tax increment revenues. Notwithstanding any provision hereof, any provision of this Interlocal Agreement, the duration of such bonds, notes, or other indebtedness and advances pledging or obligating tax increment revenues which may be approved by the City Council and the County Commission shall not extend past the last day of the Fiscal Year of the HCRA's legal existence (September 30, 2051). The County's and the City's obligation to annually appropriate to the Fund shall continue until all properly approved loans, advances and indebtedness, if any, and interest thereon, if any, of the HCRA incurred as a result of redevelopment in the Redevelopment Area, have been paid, or for as long as required by applicable law, whichever is later. In no year shall the County's and the City'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 last fiscal year of the HCRA, 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 authority 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 the 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 listed herein pursuant to the approved Plan. The funds appropriated for such project may not be changed unless the project is amended, redesigned, or delayed, in which case the funds must be re-appropriated pursuant to the next annual budget adopted by the HCRA Board, subject to approval by the City Council and the County Commission.

VII. Community Benefits Agreements, Contracting and Procurement,

A. Community Benefits Agreement. All entities or contractors contracting with or receiving grants, property, or other consideration from the HCRA, for new commercial and residential developments to be constructed within the Redevelopment Area, in an amount of \$200,000.00 or more, or such other amount as may be established by the County Commission, shall enter into a community benefits agreement with the HCRA which will benefit primarily the residents of the Redevelopment Area. To the extent allowed by law, a community benefits agreement shall include provisions for hiring the qualified labor workforce for the project financed by the grant or agreement from residents of the Redevelopment Area that are qualified but unemployed or underemployed. Depending on the worker or employee to be hired, the HCRA will be required to ensure that such entity or contractor complies with wage requirements, as applicable, established by Miami-Dade County's Living Wage or Responsible

Wage Ordinances, pursuant to Section 2-8.9 and 2-11.16, respectively, of the Code of Miami-Dade County, Florida (the "Code") or pay higher wages and benefits, as are feasible.

B. Contract Requirements. All entities or contractors contracting with or receiving a grant, property, or other consideration from the HCRA in an amount of \$500,000.00 or more, or such other amount as may be established by the County Commission, shall comply with the following Miami-Dade County ordinances contained in the Code, as may be amended, as if expressly applicable to such entities:

- (1) Small Business Enterprises (Section 2-8.1.1.1.1 of the Code);
- (2) Community Business Enterprises (Section 2-10.4.01 of the Code);
- (3) Community Small Business Enterprises (Section 10-33.02 of the Code);
- (4) Conflict of Interest and Code of Ethics Ordinance (Section 2-11.1 of the Code); and/or
- (5) Living Wage Ordinance
- (6) Responsible Wage Ordinance (Section 2-11.16 of the Code)

C. Procurement. Pursuant to Section 163.370(5), Fla. Stat., the HCRA shall procure all commodities and services pursuant to the same purchasing procedures and requirements that apply to the City, including provisions of the City Charter and any procurement ordinances, as modified to reflect that such requirements are applicable to the HCRA.

VIII. Recovery of Grant Funds

The HCRA shall include in their contracts or grant agreements a "clawback" provision that will require the HCRA or the City to "claw back" or rescind and recover funding from any entity or contractor to which it provides funding which does not substantially comply with the provisions of its agreement. The clawback provision shall provide that the HCRA shall demand repayment of such funds in writing, including

recovery of penalties or liquidated damages, to the extent allowed by law, as well as attorney's fees and interest, and authorizing the collection of such funds, or legal action, to the fullest extent allowable by law, if feasible.

IX. Required Reasonable Opportunity to Be Heard and Project Related Findings

A. The HCRA Board shall delegate authority to its Director or his or her designee to oversee projects and shall set the amount of the Director's or designee's authority. If the HCRA proposes to fund a proposed new or rehabilitated commercial or residential project and such project amount is above the delegated person's authority for approval thus requiring approval of the HCRA Board, a duly noticed public meeting must be held where the public has a reasonable opportunity to be heard, and a finding by the HCRA Board must be made that:

- (1) The proposed project or program will primarily and substantially benefit residents or business owners within the Redevelopment Area for the purpose of raising the viability and strength within the HCRA boundary.
- (2) The non-public entity or contractor requesting funding may, with approval of a funding agreement by the HCRA Board, use the HCRA's funds to fill in any financial gaps when all other funding has been identified for the project and that, but for the HCRA's funding, the project cannot be undertaken.

X. Safeguards for Residents from Displacement and Affordable Housing

In the event the HCRA funds a redevelopment project authorized by the Plan that will temporarily or permanently displace persons (including individuals, families, business concerns, nonprofit organizations and others) located in the Redevelopment Area, the

HCRA shall prepare or caused to be prepared a relocation plan to assist in the relocation of such persons and shall make any required relocation payments under the Act and applicable laws and regulations. It is expressly understood that the HCRA may fulfill the obligations as set forth in this paragraph by causing the developer or developers undertaking approved redevelopment activities to propose the required redevelopment plan and fund relocation payments, subject to approval of such plan and payments by the HCRA Board.

Further, the HCRA shall make or provide for at least a "one-for-one" replacement of each affordable housing unit demolished pursuant to a redevelopment project to ensure that such demolished unit is replaced by a new comparable, affordable housing unit. However, the before-mentioned requirement shall not apply to substandard affordable housing that has been declared unsafe by a governmental entity and subsequently demolished. Individuals and families who are displaced from affordable housing units have a right of first refusal to return to comparably priced affordable housing units located within the Redevelopment Area provided the affected persons keep the HCRA advised of their current address at all times.

The HCRA shall serve an income mix of extremely low, very low, low, moderate, and workforce housing up to 140 percent of the area median income (any specific geographic region), as may be defined by the U.S. Department of Housing and Urban Development. Developer incentives may be established that assist in accomplishing these housing goals.

XI. Project Management, Administration and Coordination

A. The HCRA, shall consider any reasonable request by the County with respect to implementing any activity related to the Plan. The HCRA shall develop implementation schedules and timetables for all significant Redevelopment Area activities as determined the HCRA, copies of which shall be delivered to the Redevelopment Area

Coordinator beginning six months from the date of this Agreement. The HCRA shall also deliver additional interim reports to the County upon request.

- (1) The Redevelopment Area Coordinator shall receive from the HCRA 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.
- (2) 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.
- (3) The City or the HCRA 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 or the HCRA shall be required to have an outside independent audit on an 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 HCRA 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 HCRA 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 HCRA or third parties for such monitoring or investigation or for the failure to have conducted such monitoring or investigation.

XII. Indemnification

The City and HCRA 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 HCRA or its employees, agents, servants, partners principals or subcontractors. The HCRA, on its behalf and on behalf of the City, 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. The City shall be responsible for such expenditures in the absence of the HCRA, provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28, Florida Statutes, as may be amended from time to time. Specifically, the City and HCRA shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the statutory maximum, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgment payable by the City or HCRA arising out of the same incident or occurrence, exceed the statutory maximum 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 HCRA or City.

XIII. Inspector General Review and Ethics Training

A. The County shall have the right to retain, at its sole cost, the services of an independent private sector inspector general whenever the County deems it appropriate to do so, in accordance with Miami-Dade County Administrative Order No. 3-20. Upon written notice from the County, the HCRA shall make available to the independent private sector inspector general retained by the County all requested records and documentation for inspection and reproduction. Additionally, the HCRA shall submit to the County's Inspector General's review in accordance with Section 2-1076 of the Code. The County's Inspector General shall be empowered to review the HCRA's past, present and proposed contracts, transactions, accounts, records, agreements and programs and audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to, project design, specifications, proposal submittals, activities of the HCRA, its officers, agents and employees, lobbyists, staff and elected officials to ensure compliance with contract specifications and to detect any fraud and/or corruption.

B. The HCRA agrees to comply with Miami-Dade County's Conflict of Interest and Code of Ethics Ordinance (Section 2-11.1 of the Code). Additionally, upon their appointment or reappointment, all HCRA Board members, all of the HCRA's advisory board members, and the persons who staff the HCRA Board or the HCRA's advisory boards shall be required to complete ethics training to be conducted by the Miami-Dade Commission on Ethics and Public Trust, and comply with any other ethics training requirements imposed by law.

XVI. Miscellaneous

A. 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.

B. Construction of Agreement. 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.

C. 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;

D. 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.

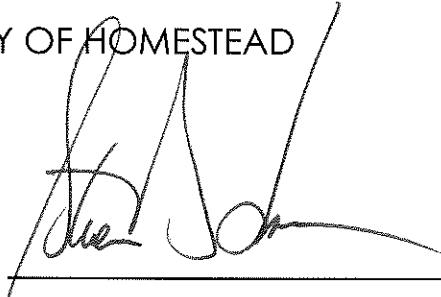
E. Waiver. No consent or waiver by a party to, or of, any breach, or default, by the other party in the performance by such other party of its obligations under this Agreement will be deemed or construed to be a consent or waiver to, or of, any other breach or default in the performance by such other party of the same or any other obligations of such other party hereunder. No action or inaction shall be construed as a consent or waiver and all consents and waivers must be in writing signed by the party against whom enforcement of the consent or waiver is sought. Failure by a party to complain of any act, or inaction, 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 its 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.

- F. Beginning October 1, 2049, the County, Agency and City will negotiate an interlocal agreement to account for the sunset of the Homestead Community Redevelopment Agency and Area. Such agreement shall include but not limited to the methodology for disbursement of Trust Fund revenues remaining in the Trust Fund on September 30, 2051, to the taxing authorities (County and City), the disposition of real and personal property purchased with Agency funds, and any other issues associated with the dissolution of the Agency. Beginning FY 2050-51 the Agency will not fund any new projects, grants, initiatives, etc. in order to complete all previously funded projects, etc. to provide for the proper closeout of the Agency prior to September 30, 2051.
- G. This Agreement may be amended only by the written agreement signed by the HCRA, the City, and the County.
- H. This Agreement, or any part thereof, is not assignable by the HCRA without the express written consent of the County.
- I. The recitals in this Agreement are incorporated in the Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto 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.

CITY OF HOMESTEAD
By: 
Mayor

MIAMI-DADE COUNTY
By: _____
Carlos A. Gimenez
Mayor

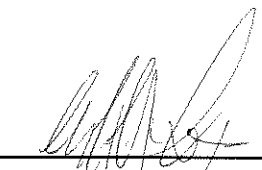
ATTEST

By: _____
On behalf of City Clerk
of *Enrique Palacios* admin ASSIST/
Deputy City Clerk

ATTEST
By: _____
Deputy Clerk

Approved for form and legal
sufficiency

Approved for form and legal
sufficiency

By: 
City Attorney

By: _____
Assistant County Attorney

CITY OF HOMESTEAD
REDEVELOPMENT AGENCY

By: _____

Chairperson

By: _____

Executive Director

ATTEST

By: _____

Secretary

Approved for form and legal
sufficiency

By: _____

HCRA Attorney