



NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY

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

Executive Director
Frank Schnidman

Assistant Director
Patrick Brett

Chief Advisor
Charles M. Haar

CRA Attorney
Steven W. Zelkowitz

Date: 3 November 2005

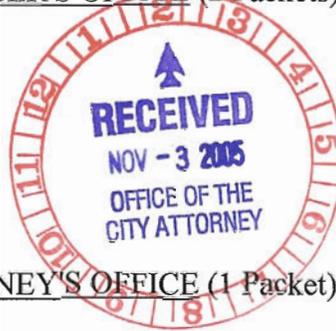
CRA BOARD PACKET FOR 8 NOV 2005 CRA BOARD MEETING

MAYOR AND COUNCIL'S OFFICE (5 Packets in Binders)



E. Toussaint 1:40 pm

CITY MANAGER'S OFFICE (2 Packets)



RECEIVED

NOV 03 2005

CITY OF NORTH MIAMI
CITY CLERKS OFFICE

CITY ATTORNEY'S OFFICE (1 Packet)



CITY CLERK'S OFFICE (1 Packet)



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www.NorthMiamiCRA.org

**NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY***CRA Board*

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3 November 2005

RE: November 8, 2005 CRA Board Meeting

Dear CRA Board Members:

The enclosed documents in the CRA Board packet are for the Tuesday, November 8 Board meeting.

Tab 1: Lease Agreement. As instructed at the November 1 Board meeting, CRA staff has finalized negotiations for the lease at 615 NE 124 Street. A copy of the proposed lease is enclosed in the agenda package, along with the necessary Resolution approving the lease.

Tab 2: Establishment of a CRA Steering Committee. Prior to and following the November 1, 2005 City Council presentation by Mayor Kevin Burns of the educational complex proposed by the Miami-Dade County Board of Education, CRA staff has been working on an appropriate role for the CRA in fostering interest in the educational future of the City by all key stake holders. CRA staff has a proposal to establish a "City of Educational Excellence and Development (CEED) Steering Committee," and the memorandum in the Board packet provides both detailed background information and staff recommendations.

Tab 3: Discussion of Interlocal Cooperation Agreement between City and Agency. This formal Agreement has been required by the County and deals with the already agreed to allocation between the City and the CRA of the tax increment monies. The CRA Attorney is drafting the Agreement and it will be provided to you as soon as possible.

Tab 4. Urban Planner Position. During the Budget Workshop, a new position was requested by the Board and was discussed and approved at the following Board meeting. Issues relating to the job description caused the staff to place the item on the agenda for the October 11 meeting, and continuing questions about the job description result in staff desiring to revisit the job description for the Urban Planner position to get better direction from the Board concerning the scope of the language requirement in the qualifications for the position. Note that this position will remain vacant until funding becomes available. The current approved job description is included in the Board packet.



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Tab 5: Director's Report.

The CRA website continues to expand its capabilities. The website now has a link to the County CRA webpage and the CRA website is now equipped with a digital database that contains many documents, such as the Interlocal Cooperation Agreement and articles on affordable housing (www.NorthMiamiCRA.org). This vital resource continues to be updated on a weekly basis. I ask you to please review the web page prior to the Board meeting and let us know of any suggestions for additions or modifications.

Additional items may also be presented under this portion of the Agenda.

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

Sincerely

A handwritten signature in cursive script that reads "Frank Schnidman".

Frank Schnidman
 Executive Director



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Steven W. Zelkowitz

To: Frank Schnidman, Executive Director
From: Patrick Brett, Assistant Director
Date: November 2, 2005
Subject: Meeting with Assistant County Manager Tony Crapp concerning the Amended FY05/06 Budget with the 2 November 2005 Staff Clarifications

BACKGROUND

The Executive Director and CRA staff met with the Assistant County Manager Tony Crapp and County staff today in Mr. Crapp's office.

Discussions focused on CRA and City accomplishments since the 17 Oct 2005 Miami-Dade County Tax Increment Financing Committee (TIFC) meeting.

The 1 Nov 2005 adopted amended budget received statements of clarification on 2 Nov 2005 by CRA staff in preparation for the meeting with the Assistant County Manager.

STAFF REPORT

The CRA staff received the following comments and suggestions:

- 1) A map of the Ruck's Park Project (project # 20051000) should be added to the project description.
- 2) The Ruck's Park Project should delineate the acquisition cost and site improvement cost on the County's CRA budget form.
- 3) The CRA staff salary and fringe requires elucidation.
- 4) The County's 1.5% administrative fee figure, as described in the Interlocal Cooperation Agreement, should be re-visited and any discovered adjustments applied to the reserve/contingency.
- 5) The CRA's contractual services description that lists the total estimated costs per consultant should contain projected values.
- 6) The CRA Board's special events monies require descriptions of the anticipated special programs and projects.
- 7) Table 2 - List 1 from Table 1 should rename Miscellaneous Professional Services to Temporary Employees and Interns.



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AGENDA
NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY
BOARD MEETING

TUESDAY, NOVEMBER 8, 2005
5:30 P.M.

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

CALL TO ORDER

- A. Flag Salute
- B. Roll Call

APPROVAL OF MINUTES

- C. Special Meeting Tuesday, November 1, 2005

ITEMS FOR REVIEW AND/OR ACTION

1. Resolution Approving Lease Agreement: 615 NE 124 ST, North Miami, FL 33161
2. Discussion of the Establishment of a City of Educational Excellence and Development (CEED) Steering Committee
3. Discussion of Interlocal Cooperation Agreement between City and Agency
4. Discussion of Urban Planner Position
5. Director's Report

ADJOURNMENT

SUMMARY MINUTES

SPECIAL COMMUNITY REDEVELOPMENT AGENCY MEETING

November 1, 2005

A special meeting of the Chairman and Members of the Community Redevelopment Agency was held in the North Miami Council Chambers of City Hall on Tuesday, November 1, 2005, beginning at 5:35 p.m.

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

Flag salute

ROLL CALL

Marie Erlande Steril	Here
Scott Galvin	Here
Chairman Kevin A. Burns	Here
Jacques Despinosse	Arrived at 5:39 p.m.
Michael R. Blynn	Here

Approval of Minutes: Regular Meeting – October 11, 2005, approved by Board.

ITEM #1 RESOLUTION APPROVING LEASE AGREEMENT: 645 NE 127 ST, NORTH MIAMI, FL 33161

Frank Schnidman gave a brief report to the Board. Public discussion, Board discussion. The Board denied 5-0.

The Board directed Mr. Schnidman to bring forward a draft lease and Resolution for property located at 615 N.E. 124th Street, at the November 8th, 2005, Board meeting.

ITEM #2 RESOLUTION ADOPTING AMENDED FY 05/06 BUDGET

Mr. Schnidman gave a brief report to the Board. Public discussion, Board discussion. The Board approved 4-1. Board Member Blynn denied.

Steven W. Zelkowitz, clarified Florida Statutes in relation to CRA bylaws.

ITEM #3 DISCUSSION OF INTERLOCAL COOPERATION AGREEMENT BETWEEN CITY AND AGENCY

The Board continued to the November 8th, 2005, Board meeting.

ITEM #4 RESOLUTION APPOINTING CRA EXECUTIVE DIRECTOR AS PRIMARY CRA REPRESENTATIVE

Board approved 5-0.

ITEM #5 DISCUSSION OF URBAN PLANNER POSITION

The Board continued to the November 8th, 2005, Board meeting.

ITEM #6 RESOLUTION ADOPTING THE CRA BOARD BYLAWS

Board approved 5-0.

ITEM #7 RESOLUTION ADOPTING THE CRA ADVISORY COMMITTEE RULES AND GUIDELINES

Board approved 5-0.

ITEM #8 DISCUSSION OF PUBLIC LIABILITY INSURANCE

Mr. Schnidman provided information regarding the insurance policy that will be obtained by the CRA. Board approved 5-0.

ITEM #9 DIRECTOR'S REPORT

Mr. Schnidman advised that he was meeting with the TIF, Assistant County Manger, regarding the budget on November 2, 2005.

The Board requested to be e-mailed on the status of the meeting and also to e-mail a copy to Stephanie Val, Confidential Secretary. The Board also requested hard copies of the information.

Meeting adjourned at 6:54 p.m.

RESOLUTION NO. _____

A RESOLUTION OF THE CHAIRMAN AND BOARDMEMBERS OF THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY, APPROVING THE LEASE AGREEMENT BETWEEN SOUTH FLORIDA AUTO-TRUCK DEALERS ASSOCIATION, INC. AND THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY RELATING THE LEASE OF PROPERTY AT 615 N.E. 124TH STREET, NORTH MIAMI, FLORIDA FOR OFFICE PURPOSES; AUTHORIZING THE CHAIRMAN AND EXECUTIVE DIRECTOR TO EXECUTE THE LEASE AGREEMENT; AUTHORIZING THE EXECUTIVE DIRECTOR OF THE AGENCY TO EXECUTE ALL DOCUMENTS AND TAKE ALL ACTION NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE LEASE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, South Florida Auto-Truck Dealers Association, Inc. (“Landlord”) is the owner of fee simple title to certain real property located at 615 N.E. 124th Street, North Miami, Florida 33161, as more particularly described as the premises in the Lease Agreement attached hereto as Exhibit “A” (the “Lease Agreement”); and

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

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

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

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

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

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

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

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

ATTEST:

NORTH MIAMI COMMUNITY
REDEVELOPMENT AGENCY

FRANK WOLLAND, CITY CLERK

KEVIN A. BURNS, CHAIR

APPROVED AS TO FORM:

GRAY ROBINSON, P.A.
CRA ATTORNEY

SPONSORED BY: ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

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

LEASE

THIS LEASE AGREEMENT (hereinafter referred to as this "Lease" or this "Agreement"), entered into as of the 9th day of November 2005, between South Florida Auto-Truck Dealers Association Inc., a Florida corporation (hereinafter referred to as "LANDLORD"), and the North Miami Community Redevelopment Agency (hereinafter referred to as "TENANT"). Together the LANDLORD and the TENANT are described as the PARTIES to the Agreement:

WITNESSETH, that said LANDLORD for and in consideration of the rent to be paid by TENANT, and in consideration of the covenants herein to be kept and performed by TENANT, does hereby lease and demise unto said TENANT the following described premises (hereinafter referred to as the "premises," "demised premises" or "leased premises"), situated in the City of North Miami, County of Miami-Dade, State of Florida, known as and located at, 615 N.E. 124th Street, North Miami, Florida 33161, consisting of approximately one thousand one hundred (1,100) square feet) to be used and occupied by TENANT as a professional office space, and for no other purposes or uses whatsoever, for the term from the 9th day of November, 2005, and ending the 31st day of May, 2006, at and for the agreed total rental of eleven thousand four hundred forty seven U.S. dollars (\$11,447.00), payable as follows:

A. One thousand seven hundred U.S. dollars (\$1,700.00) per month except for the partial month of November, 2005, for which rent shall be one thousand two hundred forty seven U.S. dollars (\$1,247.00).

All rental payments are to be made to LANDLORD on the first day of each and every month in advance without demand, except for the rent for the partial month on November, 2005 which shall be made upon occupancy of the premises by TENANT, at 625 NE 124 St, North Miami, Florida 33161 or at such other place and to such other person, as LANDLORD may from time to time designate in writing.

The following express stipulations and conditions are made a part of this Lease and are hereby assented to by TENANT:

1. ASSIGNMENT OF LEASE / ALTERATION OF PREMISES: TENANT shall not assign this Lease, nor sub-let the demised premises, or any part thereof nor use the same, or any part thereof, nor permit the same, or any part thereof, to be used for any other purpose than as above stipulated, nor make any alterations, therein, or any additions thereto, except for any repairs or maintenance as may be required by this Lease, without the express prior written consent of LANDLORD, which consent shall be not unreasonably withheld. All additions, fixtures or permanent improvements which may be made by TENANT, shall become the property of LANDLORD and remain upon the premises as a part thereof, and be surrendered with the premises at the termination of this Lease

2. GOVERNMENT AND PERSONAL PROPERTY: All personal property placed or moved in the premises above described shall be at the risk of TENANT or owner thereof, and LANDLORD shall not be liable for any damage to said personal property during the terms of this Lease unless such damage is due to the acts or omissions of LANDLORD, its employees, agents, invitees or

other persons under LANDLORD's control.

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

4. DAMAGES TO PREMISES: In the event the premises shall be destroyed or so damaged or injured by fire or other casualty during the life of this agreement, whereby the same shall be rendered untenable, then LANDLORD shall have the right to render said premises tenable by repairs within ninety days therefrom. If said premises are not rendered tenable within said time, it shall be optional with either party hereto to cancel this Lease, and in the event of such cancellation the rent shall be paid only to the date of such fire or casualty. The cancellation herein mentioned shall be evidenced in writing and delivered to the address provided in the signature block at the end of this Lease Agreement. The TENANT shall not be liable for the payment of rent during any period the premises are deemed untenable or for any period following cancellation of this Lease.

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

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

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

8. UTILITY CHARGES: TENANT shall pay all charges for rent, telephone and security fees for the leased premises. TENANT reserves the right to contract with a security company of its choice to monitor the security system. Landlord agrees to pay for electric, water, waste and sewer.

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

10. SALES TAX: Tenant, a non-profit government agency shall not pay sales taxes. Accordingly, if any sales taxes are due in connection with the rent to be paid hereunder, such sales tax shall be the responsibility of the LANDLORD. In addition to the rent payments herein scheduled, the TENANT does agree to pay a late charge of **five (5%) percent** of each monthly payment if the monthly payment is not received by the LANDLORD within **fifteen (15) days** after same was due to be paid in accordance with the unnumbered paragraph on the front of this Lease in each and every month in which payment is not made and received within said time. Said late charge shall be considered additional rent and failure to pay said late charge shall constitute a default in the payment of rent. If any of TENANT'S checks are returned unpaid whether because of insufficient funds, uncollected funds or any other reason, and LANDLORD'S bank charges a service charge, or any charge pertaining to same, then TENANT shall pay said charge to LANDLORD within fifteen (15) days after being notified in writing of said charge and same shall be considered as additional rent. If TENANT presents LANDLORD with more than two (2) checks which are returned by the bank for insufficient funds or uncollected funds, all future rent must be paid by either a bank, cashier's check or cash and, thereafter, personal or business checks will no longer be acceptable. If TENANT does not comply with these provisions, TENANT will be considered in default of this Lease. During the term of this Lease, LANDLORD shall be responsible for, and pay prior to delinquency, all ad valorem real and personal property taxes assessed against the premises.

11. PERSONAL PROPERTY: Most of the furniture, fixtures, goods and chattels of said TENANT, which shall or may be brought or put on said premises are government property, and as such, are subject to specific rules and regulations as to their disposition. In the event of termination of this Agreement for whatever reason, those rules and regulations as to such government property shall apply to the disposition of said property. Noting in this Agreement provides the LANDLORD with any extra-ordinary rights to such personal property.

12. INSPECTION OF PREMISES: Upon three (3) days prior written notice, the LANDLORD, or any of their agents, shall have the right to enter said premises during all reasonable business hours, to examine the same to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, or of said building, or to exhibit said premises, and to put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within thirty (30) days before the expiration of this Lease.

13. CONDITION OF PREMISES: TENANT hereby accepts the premises in the condition they are in at the beginning of this Lease and agrees to perform routine maintenance to said premises in order to keep the premises in the same condition, order and repair excepting only reasonable wear and tear arising from the use thereof under this Agreement. TENANT also agrees to arrange for repair of any damages to the premises within fifteen (15) days of written notice by LANDLORD for any major damage caused by any act or neglect of TENANT, or of any person or persons in the employ or under the control of TENANT. Unless caused by any act or neglect of TENANT, (a) any major damage and/or (b) repairs or replacements of building systems, equipment and appliances including, but not limited to, electric, plumbing and air conditioning as well as structural, roof and window repairs shall be the responsibility of LANDLORD.

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

15. SECURITY DEPOSIT: TENANT shall deposit with LANDLORD the sum of **three thousand four hundred U.S. dollars (\$3,400)** as security for the faithful performance and observance by TENANT of the terms, provisions and conditions of this Lease. It is agreed that, in the event TENANT defaults in respect to the payment of rent beyond applicable notice and cure periods, LANDLORD may use, apply or retain the whole or any part of the security deposit. Upon TENANT fully and faithfully complying with all of the terms, provisions, covenants and conditions of this Lease the security shall be returned to TENANT after the date fixed as the end of the Lease and within fifteen (15) days after delivery of entire possession of the premises to LANDLORD. TENANT further covenants that it will not assign or encumber the monies deposited herein as security and that neither LANDLORD nor its assigns shall be bound by any such assignment or encumbrance.

LANDLORD shall not be required to keep the security in a segregated account and the security may be commingled with other funds of LANDLORD, and in no event shall TENANT be entitled to any interest on the security.

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

17. SIGNS: TENANT shall be allowed to attach a sign to the premises. At the end of the term of the Lease, the signs must be removed and area restored to original condition.

18. CONFERENCE ROOM AREA: LANDLORD agrees to make available the conference room (located between the premises and the adjacent property owned by LANDLORD) to TENANT upon reasonable notice from TENANT, which notice need not be in writing. TENANT shall be responsible for any damage it causes to the conference table and TENANT leave the conference room in the condition prior to its use thereof.

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

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

21. NON-WAIVER OF PERFORMANCE: The failure of LANDLORD in one or more instances to insist upon strict performance of observance of one or more of the covenants or conditions hereof or to exercise any remedy, privilege or option herein conferred to, upon or served to LANDLORD, shall not operate or be construed as a relinquishment or waiver for the future of such covenant or condition or of the right to enforce the same or to exercise such privilege, option, or remedy, but the same shall continue in full force and effect. The receipt by LANDLORD of rent, or additional rent of any other payment required to be made by TENANT, or any part thereof, shall

not be a waiver of any other additional rent or payment then due, nor shall such receipt, though with knowledge of the breach of any covenant or condition hereof, operate as or be deemed to be a waiver of such breach, and no waiver by LANDLORD of any of the provisions hereof, or any of LANDLORD'S rights, remedies, privileges or options hereunder shall be deemed to have been made unless made by LANDLORD in writing. If LANDLORD shall consent to the assignment of this Lease or to a subletting of all or a part of the demised premises, no further assignment or subletting shall be made without the written consent of LANDLORD first obtained. No surrender of the demised premises for the remainder of the term hereof shall be valid unless accepted by LANDLORD in writing.

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

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

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

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

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

27. HAZARDOUS WASTE / MATERIALS:

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

b) During the term of the Lease, Tenant covenants that all activities conducted on the property by Tenant or any others under tenants direct control or supervision shall be done in strict compliance with all applicable Environmental Laws. Tenant shall promptly notify the Landlord in writing of any existing, pending, or, to the knowledge of Tenant, threatened investigation or inquiry regarding the property by any governmental authority in connection with any applicable Environmental Laws. The Tenant shall take all reasonable steps to determine that no hazardous

substances or solid wastes have been disposed of or otherwise released on or to the property or on or to property associated with the property. The Tenant will not use the property in a manner which will result in the generation, disposal or other release of any hazardous substances on the property and covenants and agrees to undertake reasonable measures to keep or cause the property to be kept free of any hazardous substances and, when occurring because of its actions or actions of those under its supervision, to remove the hazardous substances or soil, ground water, or surface water contamination to the satisfaction of the Landlord promptly upon discover, at Tenant's sole expense. In the event the Tenant fails to do so, after written notice to the Tenant, the Landlord may either declare an event of default under this Lease and exercise any and all remedies hereunder provided for in the event of a default.

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

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

29. BROKERAGE FEE: LANDLORD agrees to pay Annie Montgomery Realty the sole broker on this Lease a brokerage fee of 6% on the total rent received. LANDLORD hereby indemnifies and holds TENANT harmless from any brokerage fees and commissions which are due or may be claimed in connection with this Lease.

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

31. NO PERSONAL LIABILITY OF BOARD MEMBERS, OFFICIALS, EMPLOYEES OR REPRESENTATIVES OF TENANT: LANDLORD acknowledges that this Lease is entered into by a community redevelopment agency as the TENANT, and LANDLORD agrees no individual board

member including the Chairman, official, employee or representative of the TENANT shall have any personal liability under this Lease or any document executed in connection with the transactions contemplated by this Lease.

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

33. GOVERNING LAW; VENUE: This Lease shall be governed by and construed under the laws of the State of Florida. Venue for any litigation arising out of this Lease shall be in Miami-Dade County, Florida.

34. QUIET ENJOYMENT: Upon paying Rent and keeping and performing the terms, covenants, conditions and provisions of this Lease, TENANT may lawfully and quietly hold and enjoy the Premises during the Term without hindrance, ejection, molestation, or interruption.

[THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK]

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

LANDLORD:

SOUTH FLORIDA AUTO-TRUCK DEALERS
ASSOCIATION, INC. a Florida corporation

By: _____
Richard A. Baker
Vice President

TENANT:

North Miami Community Redevelopment Agency

By: _____
Kevin A. Burns
Chairman

By: _____
Frank Schnidman
Executive Director

Attest:

Frank Wolland
City Clerk

Approved as to form:

Gray Robinson, P.A.
CRA Attorney



NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY

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

Executive Director
Frank Schnidman

Assistant Director
Patrick Brett

Chief Advisor
Charles M. Haar

CRA Attorney
Steven W. Zerkowitz

Date: November 3, 2005
To: CRA Board
From: Frank Schnidman
Subject: Discussion Agenda Item for November 8, 2005:

Proposal for a CRA “City of Educational Excellence and Development (CEED) Steering Committee”

The CRA has been involved in an extensive period of planning and with the approval of the budget November 1, will be entering a “Pause for Action” phase as we begin the implementation of various programs before returning to a planning mode to get the Phase II Plan finalized and approved.

The CRA budget includes three major projects:

- 1. Ruck’s Park Affordable Housing Site;
- 2. Residential Rehabilitation Pilot Program; and
- 3. “Get to NoMi.” business promotion program.

In addition, the CRA will be pursuing options for funding our proposed “Just One More” program of working with the businesses in North Miami to support efforts to get each business in the City to hire just one more person.

We will also be working with the City on two major efforts:

- 1. Revision of the Comprehensive Plan; and,
- 2. Updating the Land Development Regulations.

We will also be working with the City and the County in an effort to have portions of the City included within a State-designated Miami-Dade County Enterprise Zone, an economic development incentive program that can substantially help the City attract and retain business activity.

And, we hope to work with the City and a key stakeholders to implement our proposed “CEED” program, a program to coordinate and foster the image of the City of North Miami as a “City of Educational Excellence and Development.”



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North Miami, FL 33261-0655
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www.NorthMiamiCRA.org



NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY

CRA Board

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In order to help in the implementation of the CEED program, CRA staff is requesting the authority from the Board to come back to you with a formal proposal to establish a “CEED Steering Committee” to bring together the stakeholders in the educational future of the City. Individual members of the Steering Committee would be officially appointed by the member organizations, and these member organizations would include:

1. Florida International University
2. Johnson & Wales University
3. Barry University
4. Miami-Dade County School Board
5. Miami-Dade Community College
6. City of North Miami
7. Beacon Council
8. South Florida Regional Planning Council

The CRA would serve as the Secretariat of the Steering Committee, and CRA Executive Director would serve as the Chair of the Steering Committee.

As you are aware, for the first time in more than 50 years, new elementary and secondary schools are being built in North Miami. Given the existence of Florida International University and Johnson & Wales University, and the proximity of Barry University, now is the appropriate time to bring all the stakeholders together to help focus the community’s educational resources on an effective and efficient strategic plan for helping to ensure that North Miami becomes a true City of Educational Excellence and Development (CEED), a place that will provide the opportunity for a superior education for all of its citizens.

Because of state-mandated pre-school requirements, and because of the first class adult and continuing education activities available from Miami-Dade Community College, North Miami has the opportunity to provide cutting edge educational opportunities “From Pre-K to Ph. D.” This includes the ability to provide the training necessary to meet the needs of the CRA’s “Just One More Program,” and will both keep families in North Miami and attract new ones to take advantage of this superior physical and intellectual learning environment.

It is important to note that with the construction of four new schools and the upgrading of other public schools, and with the quality facilities of Florida International University, Johnson & Wales University and Barry University, there is the opportunity for joint use of some of these facilities as appropriate for night adult and continuing education



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courses. The discussion in this memorandum does not even get into the added attraction of the new City Library or Olympic Training Facility.

The City is creating an exciting vision for its future, and the CRA should be an active player in making sure that the vision is as far to the horizon as is possible! The CRA is the appropriate entity to act as the coordinator and facilitator of a steering committee to help foster the creation of a CEED strategic plan, and to work to overcome the common bureaucratic response of "It will be difficult," to the response of "How can we work together to get this done?"

CRA staff recommends that:

1. The CRA Board approves the concept of the CRA establishing a "City of Educational Excellence and Development (CEED) Steering Committee;"
2. The Board direct the CRA staff to work with City staff to include the CEED Steering Committee concept in the City Council Workshop on Tuesday, November 8; and
3. The Board direct the CRA staff to then prepare and bring back for Board review and comment, a full proposal for the Steering Committee.



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NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY

DRAFT EMPLOYMENT ADVERTISEMENT

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

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

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

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

English speaking a requirement: Creole and Spanish preferred.

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

Web address: www.northmiamicra.org



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