



AGENDA
NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY
BOARD MEETING

TUESDAY, NOVEMBER 22, 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. Meeting Tuesday, November 8, 2005

ITEMS FOR REVIEW AND/OR ACTION

- 1. Approval of the Interlocal Cooperation Agreement between the CRA and City of North Miami dedicating tax increment revenue to the redevelopment trust fund
- 2. Discussion of the CRA budget and project strategy
- 3. Director's Report

ADJOURNMENT

SUMMARY MINUTES

REGULAR COMMUNITY REDEVELOPMENT AGENCY MEETING

November 8, 2005

A regular 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 8, 2005, beginning at 5:33 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 5:47 p.m.
Michael R. Blynn	Here

Approval of Minutes: Special Meeting – Tuesday, November 1, 2005, approved by Board.

ITEM #1 RESOLUTION APPROVING LEASE AGREEMENT: 615 NE 124 ST, NORTH MIAMI, FL 33161

The Board approved 5-0.

ITEM #2 DISCUSSION OF THE ESTABLISHMENT OF A CITY OF EDUCATIONAL EXCELLENCE AND DEVELOPMENT (CEED) STEERING COMMITTEE

Mr. Schnidman gave a brief report to the Board. Board discussion. The Board recommended empowering the City's University Relations Board. The Board took no further action.

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

The Board continued to the November 22nd, 2005, Board meeting.

ITEM #4 DISCUSSION OF URBAN PLANNER POSITION

Board discussion. Board approved 5-0.

ITEM #5 DIRECTOR'S REPORT

Steve Siskind, CRA Consultant from Siskind/Carlson & Partners gave a brief report to the Board.

Mr. Schnidman gave a brief report to the Board.

The Board approved advertising the December 13th meeting to begin at 6:55 pm.

Meeting adjourned at 6:53 p.m.



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

To: CRA Board
From: Frank Schnidman, Executive Director (Electronically Transmitted)
Date: 17 November 2005
Subject: **November 22, 2005 Board Meeting**

Dear CRA Board Members:

The enclosed documents in the CRA Board Packet are for the Tuesday, November 22 Board Meeting.

Tab 1: Interlocal Cooperation Agreement This Agreement between the CRA and the City of North Miami has been requested by the Miami-Dade County Tax Increment Finance Committee to formalize the commitment of the City through the Interlocal Agreement with the County concerning the dedication of tax increment revenues to the redevelopment trust fund.

Tab 2: Budget and Project Strategy Discussion Outline This outline covers key aspects of the CRA work plan and will be used during the Board Meeting to foster a discussion of the important issues facing the CRA relating to each major item mentioned.

I will be giving each of you a call to set up a time to meet or talk about these items in preparation for the meeting on Tuesday. In the interim, please feel free to call or e-mail if you have any questions.

My best regards:
Frank Schnidman
Executive Director



PO Box 610655
North Miami, FL 33261-0655
P: 305.893.6511 x2133
F: 305.891.1015

www.NorthMiamiCRA.org

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (the “Agreement”) is made and entered into as of the ___ day of November 2005, by and between the **CITY OF NORTH MIAMI, FLORIDA**, a Florida municipal corporation (the “City”) and the **NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (the “Agency”).

RECITALS

1. The City, the Agency and Miami-Dade County (the “County”) previously entered into that certain Interlocal Cooperation Agreement dated September 1, 2005 (the “County Agreement”) which, among other things, delegated from the County to the City and the Agency certain redevelopment powers pursuant to Chapter 163, Part III, Florida Statutes.
2. The County has requested that the City and the Agency address certain issues relative to the Tax Increment Financing (“TIF”) revenues as set forth in the County Agreement.
3. The City and the Agency desire to enter into this Agreement to address the TIF revenue issues as requested by the County.

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

1. Incorporation of Recitals. The foregoing recitals are true and correct and incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.
2. Defined Terms. Any defined terms not defined in this Agreement shall have the meaning ascribed to them in the County Agreement.
3. TIF Revenues.

3.1. Reference is hereby made to Section VI.G of the County Agreement which provides as follows:

“The City and the County hereby agree to limit the amount of Tax Increment Financing (“TIF”) revenues that can be expended by the Agency and provide for annual refunding by the Agency of a portion of such TIF revenues to the City and County as follows: In each year in which the County and the City shall make TIF revenue payments to the Fund, the budget for expenditures funded by TIF revenues shall be capped, so that an amount equivalent to the TIF revenues as would be derived from the Redevelopment Area, other than properties to the East of Biscayne Boulevard as more particularly described on Exhibit “2,” shall remain un-appropriated and un-expended, except to the extent necessary to pay debt service and related payments on bonds. Annually, an equivalent amount of TIF revenues generated by the Redevelopment Area, other than the

property described on Exhibit “2”, and not necessary to pay debt service and related payments on bonds is to be refunded by the Agency to both the City and the County by the last day of each fiscal year on a pro-rata basis. The City shall contribute an amount equal to its refund back into the Fund in support of redevelopment activities including debt service and related payments on bonds. The County shall deposit its refund as revenue to increase its County-wide general fund. Notwithstanding the foregoing, if TIF revenues intended to be refunded to the City and County as described above are applied to pay debt service and related payments on bonds, the City shall pay to the County, but solely from its portion of the TIF revenues refunded, the lesser of (i) the full amount not refunded to the County, or (ii) the amount refunded to the City.”

3.2. With respect to Section VI.G of the County Agreement, the City and the Agency agree as follows:

3.2.1. The City’s contribution to the Fund in the amount equal to its refund of the TIF revenues derived from the Redevelopment Area other than properties to the East of Biscayne Boulevard as more particularly described on Exhibit “2” of the County Agreement may be appropriated and expended by the Agency during the fiscal year in support of redevelopment activities including debt service and related payments on bonds pursuant to the Agency’s annual budget as approved by the City and the County. In such case, the City shall not receive a refund from the Agency at the end of the fiscal year of the TIF revenues derived from the Redevelopment Area other than the property described on Exhibit “2” of the County Agreement for contribution back into the Fund.

3.2.2. The City acknowledges and agrees that the refund by the Agency to the County of the TIF revenues derived from the Redevelopment Area other than the property described on Exhibit “2” of the County Agreement is not a return of money from the Fund pursuant to the provisions of Section 163.387(6), Florida Statutes, and, accordingly, the City is not entitled to a pro rata portion of the refund by the Agency to the County required by Section VI.G of the County Agreement.

4. Miscellaneous.

4.1. Interlocal Agreement. This Agreement is entered into pursuant to Section 163.01, Florida Statutes, also known as the “Florida Interlocal Cooperation Act of 1969.”

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

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

4.4. Third Party Beneficiaries. Except for the County with respect to Section 3 only, neither of the parties intend to directly or substantially benefit any third party by this Agreement. Therefore, except for the County with respect to Section 3 only, 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.

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

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

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

4.8. Waiver. No express or implied consent or waiver by a party to or of any breach or dealt by the other party in the performance by such other party of its obligations under this Agreement will be deemed or construed to be a consent or waiver to or of any other breach or dealt in the performance by such other party of the same or any other obligations of such other party hereunder. Failure by a party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues will not constitute a waiver by such party of 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.

[THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK]

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

CITY OF NORTH MIAMI, FLORIDA,
a Florida municipal corporation

By: _____
Clarence Patterson, City Manager

ATTEST:

By: _____
Frank Wolland, City Clerk

Approved as to form and legal sufficiency

By: _____
City Attorney

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

By: _____
Kevin A. Burns, Chairman

By: _____
Frank Schnidman, Executive Director

Attest:

By: _____
Frank Wolland, City Clerk

Approved as to form and legal sufficiency:

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

NORTH MIAMI CRA

The North Miami Community Redevelopment Agency

MEMORANDUM

Date: November 17, 2005

To: CRA Board

From: Frank Schnidman, Executive Director (*Electronically transmitted*)

Subject: Outline for CRA Budget and Project Strategy Discussion

cc: Clarence Patterson, City Manager
Patrick Brett, Assistant CRA Director
Barry Kutun, City Attorney
Frank Wolland, City Clerk
Maxine Calloway, CP&D Director

OUTLINE FOR CRA BUDGET AND PROJECT STRATEGY DISCUSSION

- I. Introduction
- II. Budget Process
 - A. Key Issues
 - B. Tax Increment Finance Committee
 - C. Community Empowerment & Economic Revitalization Committee (CEERC)
 - 1. Members: Bruno A. Barreiro;
Jose "Pepe" Diaz;
Barbara J. Jordan;
Katy Sorenson;
Sen. Javier D. Souto;
Dorin D. Rolle (Chair)
 - 2. Next Meeting December 13, 2005
 - D. County Commission
- II. Comprehensive Plan/Land Development Regulations
 - A. Key Issues

NORTH MIAMI CRA

The North Miami Community Redevelopment Agency

B. Next Steps by the City's Planning Consultant

1. December 2005 Community Workshop
2. February 2006 Planning Commission Review Draft Plan
3. March 2006 City Council Transmittal Hearing
4. May 2006 Department of Community Affairs (DCA)
Issues the "Objective, Recommendations and
Comments (ORC) Report
5. June/July 06 City Adoption Hearing
6. Aug/Sept 06 DCA Issues "Finding of Compliance

C. City's Land Development Regulations Consultant

1. Regulations to implement the Comprehensive Plan
2. Timeline

III. State Enterprise Zone Designation

A. Key Issues

B. CEERC Committee Action:

November 8, 2005 Meeting Resolution file number 053143 was approved 5-0. This resolution forwards a recommendation to create an enterprise zone that includes census tracts along 119, 125, and 135th streets.

IV. Charter Revision

A. Key Issues

B. Timeline

V. Ruck's Park Site Preparation

A. Key Issues

B. Land Clearance and Preparation

C. Acquisition of Out Parcels

1. Meetings with Landowners and Tenants
2. Appraisals

NORTH MIAMI CRA

The North Miami Community Redevelopment Agency

- 3. Preparation of Offers
 - 4. Offer of Options/Purchase
 - D. Future Actions
- VI. Residential Rehabilitation Program
 - A. Key Issues
 - B. Administration
 - C. Dwelling Identification
 - D. Homeowner Responsibilities
 - E. Repayment of Second Mortgage
- VII. Get To NoMi
 - A. Key Issues
 - B. Redevelopment Grants
 - C. Business Retention and Recruitment Programs
- VIII. Just One More
 - A. Key Issues
 - B. Inventory of Existing Businesses
 - C. Business and Zoning Code Analysis of Commercial/Industrial Space
 - D. Implementation Through Partnerships
- IX. City of Educational Excellence and Development (CEED)
 - A. Key Issues
 - B. University Relations Committee
- X. Conclusion

HONEST OPEN TRANSPARENT

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