



## **AGENDA**

### **NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY REGULAR BOARD MEETING**

Tuesday, January 25, 2011  
5:30 P.M.

**NORTH MIAMI CITY HALL - COUNCIL CHAMBERS  
776 N.E. 125<sup>TH</sup> STREET, SECOND FLOOR**

- I. CALL TO ORDER – Pledge of Allegiance; Roll Call**
- II. APPROVAL OF MINUTES – January 11, 2011**
- III. ITEMS FOR REVIEW AND/OR ACTION**



### **AFFORDABLE HOUSING EFFORTS**

- NEW HOUSING CONSTRUCTION**
- HOMEBUYER PURCHASE ASSISTANCE**
- SINGLE FAMILY HOME REHABILITATION**
- AFFORDABLE RENTAL HOUSING**
- OTHER**



## **COMMERCIAL & ECONOMIC DEVELOPMENT PROGRAMS**

- **COMMERCIAL GRANTS**
- **OTHER**



## **CAPITAL IMPROVEMENTS & INFRASTRUCTURE**



## **ADMINISTRATIVE & OTHER**

### TAB 1

Request for authorization to enter into a further amendment to the lease for CRA office space at 615 NE 124<sup>th</sup> Street to extend the lease term through December 31, 2011 (Attachment)

# COMMUNITY OUTREACH

## IV. REPORTS

### A. Board Member Reports

Chair Andre D. Pierre, Esq.  
Member Michael R. Blynn, Esq.  
Member Scott Galvin  
Member Jean R. Marcellus  
Member Marie Erlande Steril

### B. CRA Attorney

### C. Executive Director

### D. Next Regular Board Meeting – Tuesday February 8, 2011 at 5:30 p.m. at City Council Chambers

Next Regular Advisory Committee Meeting – Monday,  
February 7, 2011 at 6:00 p.m. at City Council Chambers

## V. ADJOURNMENT

**Note:** Two or more members of the City Council/CRA Board of Commissioners and/or other elected or appointed public officials may be present at this meeting. If any person decides to appeal any decision made with respect to any matter considered at this public meeting or hearing, he/she will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. If you desire auxiliary services to assist in viewing or hearing the meetings, or reading meeting agendas and minutes, please contact the Office of the CRA Secretary at (305) 895-9817.

NMCRA board agenda for 012511 tecs 011911

## SUMMARY MINUTES

### REGULAR COMMUNITY REDEVELOPMENT AGENCY MEETING

January 11, 2011

A regular meeting of the Chairman and Members of the Community Redevelopment Agency (CRA) Board was held in the North Miami Council Chambers of City Hall on Tuesday, January 11, 2011, beginning at 5:31 p.m.

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

Note: The actual agenda and all backup materials for each CRA Board meeting and CRA Advisory Committee meeting can be found at: [www.NorthMiamiCRA.org](http://www.NorthMiamiCRA.org)

Flag salute

#### I. ROLL CALL

Board Member Marie Erlande Steril	Here
Board Member Scott Galvin	Here
Chairman Andre D. Pierre	Here
Board Member Jean Rodrigue Marcellus	Here
Board Member Michael R. Blynn	Here

#### Additions, Deletions or Withdrawals

(NONE)

#### II. APPROVAL OF MINUTES:

Regular Meeting - December 14, 2010

Board Member Marcellus moved to approve the minutes, seconded by Board Member Galvin; passed unanimously.

#### III. ITEMS FOR REVIEW AND/OR ACTION

**TAB 1 – STATUS UPDATE REGARDING THE IMPLEMENTATION OF THE CRA'S FY 2010-11 BUDGET AND THE COUNTY REVIEW/APPROVAL PROCESS**

The CRA Executive Director provided an update to the Board and reviewed the county review and approval process of the CRA's budget. The CRA Executive Director reported that he provided additional information to county staff as requested before meeting with the County's Staff Tax Increment Financing (TIF) Committee on December 13, 2010. During the meeting on December 13, 2010 the budget was discussed with the Committee and resulted in the unanimous approval of the proposed budget and a recommendation to move the budget forward for further review by the Board of County Commissioners. The CRA Executive Director advised that he met with the newly configured Internal Management and Fiscal Responsibility (IMFR) Committee of the Board of County Commissioners on January 11, 2011 and provided a configuration of new county committees under Chairman Joe Martinez. The CRA Executive Director informed the CRA Board that the IMFR Committee had unanimously approved the budget for final consideration by the Board of Commissioners. The CRA Executive Director further advised that all County Commissioners would be canvassed prior to the final consideration of the CRA FY 2010-11 budget.

The CRA Executive Director reviewed the implementation status of the FY 2010-11 adopted budget, with the Board. Board discussion.

## **REPORTS**

A. Board Members

(NONE)

B. CRA Attorney

(NONE)

C. Executive Director

(NONE)

D. Next Regular Board Meeting: Tuesday, January 25, 2011, at 5:30 p.m. at City Council Chambers

Next Regular Advisory Committee Meeting – Monday, February 7,  
2011, at 6:00 p.m. at City Council Chambers

**V. ADJOURNMENT**

Meeting adjourned at 5:53 p.m.



## AGENDA ITEM 1

### NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY

*CRA Board*

Andre D. Pierre, Esq., Chair  
Michael R. Blynn, Esq.  
Scott Galvin  
Jean R. Marcellus  
Marie Erlande Steril

*Executive Director*

Tony E. Crapp, Sr.

*CRA Attorney*

Steven W. Zerkowitz

*CRA Secretary*

Alix Desulme

Date: January 25, 2011

To: Honorable Chairman and Members  
CRA Board of Commissioners

From: Tony E. Crapp, Sr.  
Executive Director

Subject: Authorization to further extend the lease for CRA office space at 615 NE 124<sup>th</sup> Street through December 31, 2011

It is recommended that the CRA Board authorize the extension of the lease for CRA office space at 615 NE 124<sup>th</sup> Street through December 31, 2011. The current lease agreement as amended ended on December 31, 2010 and both the CRA and the building owner are desirous of further extending the lease. Attached for your information please find copies of the proposed lease extension and the prior lease agreement. Please note that the current monthly rent payment is \$2025.54. The CRA would extend the lease for a period of twelve (12) months through December 31, 2011 at the same monthly rent payment.

NMCRA board memo for 012510 re CRA Office Space Lease 011911

*Helping Build  
North Miami's  
Tomorrow!*

615 NE 124th Street  
North Miami, FL 33161  
P: 305.899.0272  
F: 305.899.9376

[www.NorthMiamiCRA.org](http://www.NorthMiamiCRA.org)

## SIXTH AMENDMENT TO LEASE AGREEMENT

**THIS SIXTH AMENDMENT TO LEASE AGREEMENT** (the "Amendment") is made and entered into as of the 31<sup>st</sup> day of December 2010, by and between **SFADA TAG AGENCY, INC., a Florida corporation** (hereinafter referred to as "Landlord"), and the **NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic** (hereinafter referred to as "Tenant").

### RECITALS

1. Landlord and Tenant entered into that certain Amended and Restated Lease Agreement dated as of November 9, 2005, which was previously amended (the Amended and Restated Lease Agreement as previously amended is hereinafter referred to as the "Lease").

2. Landlord and Tenant desire to further amend the Lease as set forth in this Amendment.

**NOW, THEREFORE**, in consideration of the rents, covenants and other mutual considerations, the receipt and sufficiency of which is acknowledged, it is agreed by Landlord and Tenant to amend the Lease as follows:

1. The foregoing recitals are true and correct and incorporated herein by this reference. All defined terms not defined in this Amendment shall have the meanings set forth in the Lease.

2. Paragraphs two, three and four of page one of the Lease are hereby deleted in their entirety and replaced by the following:

**"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. 124<sup>th</sup> 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, subject to the renewal option set forth in Section 35 below, from the January 1, 2011, and ending June 30, 2011, at and for the agreed total rental of Twelve Thousand One Hundred Fifty Three and 24/100 Dollars (\$12,153.24) payable as follows:

A. Two Thousand Twenty Five and 54/100 Dollars (\$2,025.54) per month.



All rental payments are to be made to LANDLORD on the first day of each month in advance without demand at 625 N.E. 124th Street, North Miami, Florida 33161 or at such other place and to such other person, as LANDLORD may from time to time designate in writing.”

3. Section 35 is hereby deleted in its entirety and replaced by the following:

“Subject to the terms and conditions of this Section 35, Landlord hereby grants Tenant the option to renew (hereinafter referred to as the “Renewal Option”) the term of this Lease for one (1) additional term of six (6) months (hereinafter referred to as the “Renewal Term”). The Renewal Term commences on July 1, 2011 and terminates December 31, 2011. Tenant shall give landlord written notice of Tenant’s election to exercise the Renewal Option not later than June 1, 2011. The terms and conditions of the Lease in force during the original term, as the same may be modified from time to time, shall continue to be in effect during the Renewal Term. During the Renewal Term, the rent shall be Two Thousand Twenty Five and 54/100 Dollars (\$2,025.54) per month increased by the percent change in the level of the CPI between January 1, 2011 and June 30, 2011. For purposes of this Lease, CPI shall mean the Consumer Price Index as published by the U.S. Bureau of Labor Statistics, all Urban Consumers (CPI-U), U.S. City Average, all items for the period 1982-84=100. Following expiration of the Renewal Term as provided herein, Tenant shall have no further right to renew or extend the lease.”

4. Except as expressly modified herein by this Amendment, the provisions of the Lease remain unmodified and in full force and effect and are hereby ratified by the Landlord and Tenant. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Lease, the terms and provisions of this Amendment shall control.

[THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK]

**IN WITNESS WHEREOF**, the parties have duly executed this Second Amendment on the day and year first above written.

**LANDLORD:**

**SFADA TAG AGENCY, INC.,**  
a Florida corporation

By: \_\_\_\_\_  
Richard A. Baker  
President

**TENANT:**

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

By: \_\_\_\_\_  
Andre D. Pierre, Esq.  
Chairman

By: \_\_\_\_\_  
Tony E. Crapp, Sr.  
Executive Director

Attest:

By: \_\_\_\_\_  
City Clerk

Approved as to form:

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

**Witness for Landlord:**

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Witness for Tenant:**

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

# 866360 v1

## FIFTH AMENDMENT TO LEASE AGREEMENT

**THIS FIFTH AMENDMENT TO LEASE AGREEMENT** (hereinafter referred to as the "Amendment") is made and entered into as of the 22<sup>nd</sup> day of June, 2010, by and between **SFADA TAG AGENCY, INC., a Florida corporation** (hereinafter referred to as "Landlord"), and the **NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic** (hereinafter referred to as "Tenant").

### RECITALS

1. Landlord and Tenant entered into that certain Amended and Restated Lease Agreement dated as of November 9, 2005 (hereinafter referred to as the "Lease").

2. Landlord and Tenant entered into a Fourth Amendment to the Lease as of December 31, 2009, which extended the lease term for a period from January 1, 2010 and ending June 30 2010 with a renewal option that extended the Lease from July 1, 2010 and ending December 30, 2010.

3 Landlord and Tennant desire to further amend the Lease set forth in this Fourth Amendment.

**NOW, THEREFORE**, in consideration of the rents, covenants and other mutual considerations, the receipt and sufficiency of which is acknowledged, it is agreed by Landlord and Tenant to amend the Lease as follows:

1. The foregoing recitals are true and correct and incorporated herein by this reference. All defined terms not defined in this Amendment shall have the meanings set forth in the Lease.

2. Paragraphs two, three and four of page one of the Lease are hereby deleted in their entirety and replaced by the following:

**"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. 124<sup>th</sup> 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, subject to the renewal options set forth in Section 35 below, from the 1<sup>st</sup> day of July 2010, and ending the 31st day of December, 2010, at and for the agreed total annual rental of twenty four thousand three hundred and six U.S. dollars and forty eight cents (\$24,306.48) payable as follows:

A. Two thousand, twenty five dollars and fifty-four (\$2,025.54) per month

All rental payments are to be made to LANDLORD on the first day of each month in advance without demand at 625 N.E. 124th Street, North Miami, Florida 33161 or at such other place and to such other person, as LANDLORD may from time to time designate in writing.”

3. Section 35 is hereby deleted in its entirety and replaced by the following:

“Subject to the terms and conditions of this Section 35, Landlord hereby grants Tenant the option to renew (hereinafter referred to as the “Renewal Option”) the term of this Lease for one (1) additional term of six (6) months (hereinafter referred to as the “Renewal Term”). The Renewal Term commences on July 1, 2010 and terminates December 31, 2010. Tenant shall give landlord written notice of Tenant’s election to exercise the Renewal Option not later than June 1, 2010. The terms and conditions of the Lease in force during the original term, as the same may be modified from time to time, shall continue to be in effect during the Renewal Term. During the Renewal Term, the rent shall be Two thousand twenty five dollars and fifty four cents (\$2,025.54) plus sales tax per month increased by the percent change in the level of the CPI between January 1, 2010 and June 30, 2010. For purposes of this Lease, CPI shall mean the Consumer Price Index as published by the U.S. Bureau of Labor Statistics, all Urban Consumers (CPI-U), U.S. City Average, all items for the period 1982-84=100. Following expiration of the Renewal Term as provided herein, Tenant shall have no further right to renew or extend the lease.”

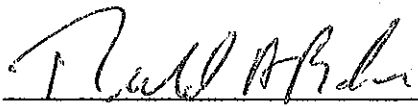
4. Except as expressly modified herein by this Amendment, the provisions of the Lease remain unmodified and in full force and effect and are hereby ratified by the Landlord and Tenant. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Lease, the terms and provisions of this Amendment shall control.

[THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have duly executed this Second Amendment on the day and year first above written.

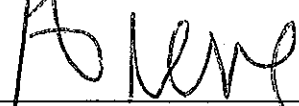
**LANDLORD:**

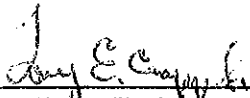
**SEADA TAG AGENCY, INC.,  
a Florida corporation**

By:   
Richard A. Baker  
~~Vice~~ President

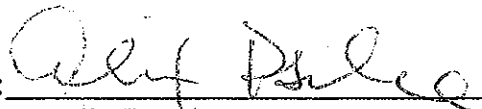
**TENANT:**

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


By:   
Andre D. Pierre  
Chairman

By:   
Tony E. Crapp, Sr.  
Executive Director

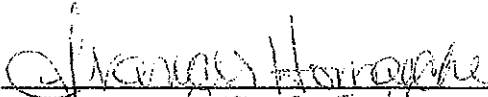
Attest:

By:   
Alix Desulme  
City Clerk

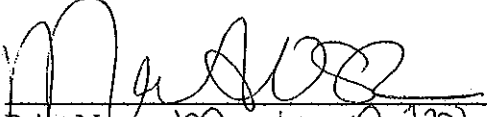
Approved as to form:

By:   
Gray Robinson, P.A.  
CRA Attorney

**Witness for Landlord:**

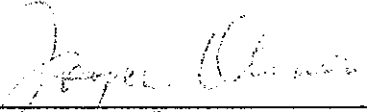


Print Name: FRANCES HORMAECHÉ



Print Name: MARISA A OSBORN

**Witness for Tenant:**



Print Name: JOYCE CHIRBA



Print Name: ALDWYN THOMAS