



**CITY OF NORTH MIAMI BEACH
COMMUNITY REDEVELOPMENT AGENCY**

Board of Commissioners Meeting
City Council Chambers, 2nd Floor
City Hall, 17011 NE 19th Avenue
North Miami Beach, FL 33162

**October 23, 2014
6:00 P.M.**

NMBCRA Board of Commissioners:

Chairman George Vallejo
Commissioner Anthony DeFillipo
Commissioner Phyllis S. Smith
Commissioner Beth E. Spiegel
Commissioner Frantz Pierre
Commissioner Barbara Kramer
Commissioner Marlene Martell

Staff:

Executive Director Ana M. Garcia
CRA Attorney Steven Zelkowitz
Assistant City Manager Richard Lorber
CRA Coordinator Rasha Cameau

AGENDA

- 1. Call to Order / Roll Call**
- 2. Public Comment**
- 3. Approval of Minutes:** Regular Meeting: September 30, 2014
- 4. Action Item:** Approve Letter of Agreement for Redevelopment Management Associates for consulting services for the NMB Community Redevelopment
- 5. Action Item:** Recommend approval of Commercial Property Improvement Program Guidelines and Application
- 6. Action Item:** Recommend approval of Façade Beautification Program Guidelines and Application
- 7. Action Item:** Recommend Approval of amended TIF Guidelines
- 8. Executive Director's Report:** Feedback on FRA Conference
RAB Board Membership
- 9. Next CRA Board Meeting:** December 2, 2014 at 6:00pm
- 10. Adjournment**

**CITY OF NORTH MIAMI BEACH
BOARDS AND COMMITTEES MEETING MINUTES**

NAME OF BOARD/COUNCIL: COMMUNITY REDEVELOPMENT AGENCY, BOARD OF COMMISSIONERS

NAME OF PERSON PREPARING SUMMARY: K. MCGUIRE, PROTOTYPE

NAMES OF STAFF, AND INVITED GUESTS PRESENT: CRA COORDINATOR RASHA CAMEAU, CRA CONSULTANT RACHEL BACH, CRA CONSULTANT RICHARD LORBER, CITY MANAGER ANA GARCIA, CITY ATTORNEY JOSE SMITH, CRA ATTORNEY STEVEN ZELKOWITZ

BOARD MEMBERS: COMMISSIONER/CHAIR GEORGE VALLEJO, COMMISSIONER BARBARA KRAMER, COMMISSIONER FRANTZ PIERRE, COMMISSIONER PHYLLIS S. SMITH, COMMISSIONER BETH E. SPIEGEL

TYPE OF MEETING: REGULAR MEETING **DATE:** SEPTEMBER 30, 2014

MINUTES

AGENDA ITEM 1 - Call to Order / Roll call: 6:00 p.m.

Roll Call: Roll was taken at 6:10 p.m. and it was noted a quorum was present.

The following Item was taken out of order on the Agenda.

AGENDA ITEM 3 – APPROVAL OF MINUTES: Regular Meeting, August 28, 2014. A motion was made by Commissioner DeFillipo, and duly seconded, to approve the minutes of the August 28, 2014 meeting. In a voice vote, the motion passed unanimously (5-0).

It was requested that the Commissioners receive both Agendas and minutes via email.

Commissioner Smith arrived at 6:12 p.m.

AGENDA ITEM 4 – ACTION ITEM: Approve Commercial Façade Grant Improvement Program Application – Law Office of Ivan Schertzer (16211 NE 18th Avenue). Ms. Bach explained that this was the second part of a request from the law office of Ivan Schertzer, which was granted funds for improvements earlier in the year. The request is for \$8398 to complete landscaping and lighting. The Applicant’s total grant request is for \$23,778, which remains below the maximum grant amount.

A motion was made by Commissioner Smith, seconded by Commissioner DeFillipo, to approve.

Commissioner Pierre arrived at 6:15 p.m.

Commissioner Smith recalled that changes to the Façade Grant Improvement Program were discussed at the most recent Redevelopment Advisory Board (RAB) meeting, and asked when these changes would be presented to the CRA Board. Ms. Bach explained that because a quorum had not been present at the RAB meeting, these changes have not yet been vetted by that Board. They are expected to be presented to the CRA Board in October.

In a voice vote, the motion passed unanimously (7-0).

AGENDA ITEM 5 – ACTION ITEM: Approve CRA Board Meeting Schedule for FY 2014/2015. Ms. Cameau explained that because the November and December 2014 Board meetings fall during holidays, the Board was asked to revise these dates or schedule the meetings on an as-needed basis. It was determined that the November/December meeting would be tentatively scheduled before the Council meeting on December 2, 2014, with this date to be further clarified at the Board’s October meeting.

AGENDA ITEM 6 – ACTION ITEM: Approve Letter of Agreement for Redevelopment Management Associates for consulting services for the NMB Community Redevelopment. Ms. Cameau explained that this letter would contract with Redevelopment Management Associates (RMA) for the sum of \$35,000. The contract

would include amending the CRA Plan and Five-Year Finance Plan, continuing work on the West Dixie Highway Beautification and Feasibility Plan for up to an additional \$10,000, and up to an additional \$15,000 for any type of public/private partnership negotiation. The total budgeted amount for the contract comes to \$60,000. It was clarified that only the \$35,000 is a fixed amount.

A motion was made by Commissioner Martell, seconded by Commissioner DeFillipo, to approve the RMA contract. [The motion was not voted upon.]

Ms. Cameau advised that she would assume the duties of CRA Coordinator, while RMA would focus instead on the CRA Plan, Five-Year Finance Plan, and West Dixie Highway Beautification and Feasibility Plan. RMA representatives will come before the CRA to present or discuss aspects of these plans as necessary. It was noted that neither the City Attorney nor the CRA Attorney has fully reviewed the contract at this time.

A motion was made by Commissioner Smith, seconded by Commissioner Spiegel, to table [the RMA contract] until the attorneys have a chance to review it, or to bring it back in October. In a voice vote, the motion passed unanimously (7-0).

AGENDA ITEM 7 – ACTION ITEM: Approve Letter of Engagement with Gray Robinson Attorneys at Law.

A motion was made by Commissioner Smith, seconded by Commissioner Pierre, to accept.

It was noted that the only change from the previous contract was that City Attorney Jose Smith will also be asked to sign this agreement. The current contract amount is \$8900 for the year.

In a voice vote, the motion passed unanimously (7-0).

AGENDA ITEM 8 – EXECUTIVE DIRECTOR’S REPORT.

- **Update on CRA Activities**
- **Workshop Meeting: August 19, 2014**

Ms. Bach recalled that a joint visioning workshop was held with the RAB on August 19, 2014 to discuss CRA priorities, changes to the CRA Plan and grant programs, and implementation strategies. The following items were reviewed at the workshop meeting:

- Scope of work for the Hanford Boulevard area
- West Dixie Highway Beautification and Feasibility Plan
- Update to the CRA incentive programs

She noted that roughly \$50,000 remained in the Façade Grant program at the close of the fiscal year.

City Manager Ana Garcia added that a walk-through of the entire CRA was conducted to identify opportunities for improvements, such as tree pruning and replacement and addition of benches and amenities.

It was also noted that meetings have been held with the proprietors of Lorenzo’s with regard to streetscape, façade, and other improvements to this property. Ms. Garcia advised that after several discussions of this property, City Staff has visited the site and issued Code citations. The proprietors have taken no steps toward improvement thus far. Staff is currently working to schedule another meeting to discuss this property, and will provide an update at the October Board meeting.

AGENDA ITEM 2 – PUBLIC COMMENT. At this time Chair Vallejo opened the floor to public comment.

John Petroski, private citizen, asked if members of the general public could be informed of City Council, CRA Board, and other meetings open to the public. It was noted that public notice is provided for all meetings on the City’s website, including Council meetings at 7:30 on the first and third Thursdays of each month and CRA Board meetings on the fourth Thursday of each month.

Mr. Petroski also asked if a CRA audit was performed in 2013, and if so, whether it is available to the public. Ms. Cameau replied that this information is part of the City's annual financial audit and is available on the website and at the City Clerk's Office.

Mr. Petroski also requested clarification of the source of funds used for CRA grant programs. He explained that he and other residents have concerns regarding plans for the CRA. Chair Vallejo recommended that he meet with the CRA Coordinator to address this and other questions.

AGENDA ITEM 9 – NEXT CRA BOARD MEETING: October 23, 2014. Chair Vallejo noted that this meeting will be held at 6 p.m.

AGENDA ITEM 10 – ADJOURNMENT. There being no further business to come before the Board at this time, the meeting was adjourned at 6:42 p.m.



**AGREEMENT FOR COMMUNITY REDEVELOPMENT CONSULTING SERVICES
BETWEEN THE NORTH MIAMI BEACH COMMUNITY REDEVELOPMENT AGENCY
AND REDEVELOPMENT MANAGEMENT ASSOCIATES, LLC**

THIS AGREEMENT is made and entered into as of this _____ day of October, 2014, by and between the **NORTH MIAMI BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (the “CRA”) having an address at 17011 NE 19th Avenue, North Miami Beach, Florida 33162 and **REDEVELOPMENT MANAGEMENT ASSOCIATES, LLC**, a Florida limited liability company (the “CONSULTANT”) having an address at 3109 East Atlantic Boulevard, Suite B, Pompano Beach, Florida 33062.

RECITALS

1. The CRA desires to engage the CONSULTANT for the purpose of providing consulting services to the CRA related to redevelopment activities and economic development, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the compensation to be paid to the CONSULTANT under this Agreement, the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties do hereby agree as follows:

**ARTICLE 1
GENERAL INTENT**

1.1 The intent of this Agreement is to set forth the rights and obligations of the parties with respect to the provision by CONSULTANT to the CRA of consulting services related to redevelopment activities and economic development.

1.2 In addition to the specific intent of the parties as set forth in Section 1.1 above, it is also the intent of the parties that CONSULTANT may provide to the CRA similar services relative to other future projects and programs in connection with the broader mission of the CRA. It is further intended that the terms of such additional engagements will be subject to the negotiation by the parties of mutually acceptable terms and conditions and set forth in future amendments to this Agreement.

**ARTICLE 2
SERVICES AND RESPONSIBILITIES**

2.1 CONSULTANT hereby agrees to perform the services described and determined by the rates set forth in the Scope of Services attached hereto as Exhibit “A” and by this reference made a part hereof. Services performed by CONSULTANT shall only relate to redevelopment activities and economic development in the CRA Community Redevelopment Area. The Scope of Services is divided into three (3) separate tasks. Notwithstanding anything herein to the contrary, the CRA may

elect to require the CONSULTANT to perform any or all of such tasks. CONSULTANT shall proceed with a specific task only upon the prior written request of the CRA Executive Director.

2.2 The services of CONSULTANT shall only be performed upon the prior written request of the CRA Executive Director. CONSULTANT shall report to the CRA Executive Director.

2.3 During the conduct of the performance of its services, CONSULTANT shall schedule regular meetings with the CRA Executive Director or her designee to discuss the progress of the work.

2.4 CONSULTANT shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all work performed under this Agreement shall be done in a professional manner.

2.5 CONSULTANT hereby represent to the CRA, with full knowledge that CRA is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services to be provided by CONSULTANT pursuant to the terms of this Agreement. CONSULTANT shall maintain during the term of this Agreement all necessary licenses and qualifications required by applicable law.

ARTICLE 3 **TIME OF PERFORMANCE**

3.1 CONSULTANT shall perform the services in accordance with a time schedule as necessary and appropriate as mutually determined by the CRA and CONSULTANT. Minor adjustments to the timetable for completion approved by CRA in advance, in writing, will not constitute non-performance by CONSULTANT per this Agreement. Additional services requested by CRA Executive Director or changes in scope will be reviewed, and any impact on the schedule determined and the schedule modified accordingly.

ARTICLE 4 **COMPENSATION AND METHOD OF PAYMENT**

4.1 Compensation for all services provided by CONSULTANT to the CRA shall be based upon the rates and Compensation Schedule provided in Exhibit "A" and by this reference made a part hereof. The fees set forth in the Compensation Schedule represent and contain all amounts due and payable for the services rendered by CONSULTANT hereunder including any out of pocket and third party costs which may be incurred and/or paid by CONSULTANT. Any amounts not shown on the Compensation Schedule shall be borne solely by the CONSULTANT.

4.2 With respect to the procedures for payment, the CRA and CONSULTANT agrees to comply with and be bound by the provisions of Part VII, Chapter 218, Florida Statutes, entitled the Local Government Prompt Payment Act.

ARTICLE 5 **CHANGES IN SCOPE OF WORK; ADDITIONAL SERVICES**

5.1 CRA or CONSULTANT may request changes that would increase, decrease or otherwise modify the scope of services to be provided under this Agreement. Such changes must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement including the approval of

the CRA Board.

5.2 Notwithstanding the provisions of Section 5.1, the CRA may request CONSULTANT from time to time perform additional services on an as needed basis. CONSULTANT shall perform such requested additional services at the rates set forth in the Compensation Schedule. Payment shall be made by CRA to CONSULTANT for such additional services based upon invoices submitted no more than monthly and otherwise in accordance with Section 4.2 above. Additional services shall not materially increase, decrease or otherwise modify the scope of services and therefore shall not be subject to Section 5.1 above.

ARTICLE 6 **MISCELLANEOUS**

6.1 Ownership of Documents. Reports, surveys, studies and other data provided by CONSULTANT to the CRA required by or in connection with this Agreement are and shall remain the exclusive property of the CRA. Upon request of the CRA and/or upon the termination or completion of this Agreement, CONSULTANT shall promptly deliver to the CRA all or any portion of the above referenced documents including the tapes or discs relating thereto. CONSULTANT further acknowledges that CRA may post any of such documents on the CRA's website. Such documents may be posted by CRA without the prior authorization of CONSULTANT. No additional fee or compensation will be paid to CONSULTANT by CRA for such posting.

6.2 Term and Termination.

6.2.1 This Agreement shall take effect on October 1, 2014 and shall end upon September 30, 2015.

6.2.2 This Agreement may be terminated (a) by either party for cause in the event either party fails to cure a default within thirty (30) days following written notice from the other party or (b) by the CRA for convenience upon thirty (30) days written notice by the CRA to CONSULTANT. If terminated for convenience by the CRA, CONSULTANT shall be paid their compensation for services performed to the termination date. In the event that CONSULTANT abandons this Agreement or the CRA terminated it for cause, CONSULTANT shall indemnify the CRA against any loss pertaining to such termination. All finished or unfinished documents, data, studies, surveys, and reports prepared by CONSULTANT shall become the property of CRA and shall be delivered by CONSULTANT to CRA.

6.3 Records. CONSULTANT shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct accurate records with respect to this engagement. Such books and records will be available at all reasonable times for examination and audit by CRA and shall be kept for a period of six (6) years after the completion of all work to be performed pursuant to this Agreement, unless contacted by CRA and advised such records must be kept for a longer period. CONSULTANT shall further be required to respond to the reasonable inquiries of successor CONSULTANT and allow successor CONSULTANT to review CONSULTANT'S working papers related to matters of continuing accounting, reporting or auditing significance. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CRA of any fees or expenses based upon such entries.

6.4 Indemnification.

6.4.1 CONSULTANT shall indemnify, hold harmless and defend the CRA, its Board Members, employees, agents and servants from and against any and all actions, claims, suits,

causes of action, proceedings, penalties, liabilities and judgments for damages, or equitable relief of any nature whatsoever, arising out of or in connection with any processes, or procedures, acts or omissions, errors, or negligent acts of CONSULTANT, its agents, servants or employees in the performance of services of under this Agreement for all costs, losses and expenses, including but not limited to, damages to persons or property, judgments and attorneys' fees and costs (at both the trial and appellate levels) arising out of, related to or in connection with the services performed by CONSULTANT pursuant to this Agreement. In any litigation brought against the CRA arising out of or in connection with this Agreement, CRA will have the option of either (i) accepting counsel retained by CONSULTANT, or (ii) retaining its own counsel and having CONSULTANT reimburse the CRA for its reasonable attorneys' fees cost and expenses, provided, however, CONSULTANT shall have the right upon request to audit the amount of such fees, cost and expenses to insure they were reasonably incurred.

6.4.2 The parties recognize that various provisions of this Agreement provide for indemnification by CONSULTANT and the parties agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONSULTANT. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to CONSULTANT responsibility to indemnify.

6.5 Insurance. CONSULTANT is required to obtain general liability insurance or professional liability insurance during the term of this Agreement in accordance with section 12 of Exhibit A of that certain Agreement between CONSULTANT and CRA dated March 1, 2014, and the CONSULTANT shall provide the CRA with certificates of such insurance naming the CRA and the City of North Miami Beach ("City") as an additional insured. The obtaining or not obtaining of insurance by the CONSULTANT shall not in any way alter, amend or limit the liability of the CONSULTANT to the CRA under this Agreement. In addition to obtaining general liability insurance or professional liability insurance during the term of this Agreement, the CONSULTANT shall obtain Workers Compensation insurance during the term of this Agreement to comply with statutory limits for any employees.

6.6 Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that CONSULTANT is an independent contractor under this Agreement and not the CRA's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution act, the Social Security Act, the Federal Unemployment Tax Act, the provision of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONSULTANT'S activities and responsibilities hereunder. CONSULTANT agrees that it is a separate and independent enterprise from the CRA, that it has full opportunity to find other business, that it has to make its own investment in its business, and that it will utilize a high level of skill necessary to perform the services. This Agreement shall not be construed as creating any joint employment relationship between CONSULTANT and the CRA and the CRA will not be liable for any obligation incurred by CONSULTANT, including by not limited to unpaid minimum wages and/or overtime premiums.

6.7 Assignments; Amendments.

6.7.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent

of CRA, which consent may be withheld by the CRA in its sole and absolute discretion. This Agreement shall run to the CRA and its successors and assigns.

6.7.2 It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith and approved by the CRA Board.

6.8 No Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CRA shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

6.9 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, CONSULTANT and the CRA designate the following as the respective places for giving such notice:

CITY: **Procurement Management Division**
City of North Miami Beach, 3rd Floor
17011 NE 19th Avenue, Suite 315
North Miami Beach, Florida 33162
Telephone No. (305) 948-2946
Facsimile No. (305) 957-3522

City Manager's Office
City of North Miami Beach
17011 NE 19th Avenue, 4th Floor
North Miami Beach, Florida 33162
Telephone No. (305) 948-2900
Facsimile No. (305) 957-3602

Office of the City Attorney
City of North Miami Beach
17011 NE 19th Avenue, 4th Floor
North Miami Beach, Florida 33162
Telephone No. (305) 948-2939
Facsimile No. (305) 787-6004

CRA Attorney
Steven W. Zelkowitz
Managing Shareholder Miami
GrayRobinson, P.A.

1221 Brickell Avenue, Suite 1600
Miami, FL 33131
Main: 305-416-6880 | Fax: 305-416-6887
Direct: 305-913-0346

CONSULTANT: Christopher J. Brown
Redevelopment Management Associates, LLC
3109 East Atlantic Boulevard, Suite B
Pompano Beach, Florida 33062
Telephone No. (954) 3508
Facsimile No.

6.10 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

6.11 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

6.12 Exhibits. Each Exhibit referred to in this Agreement should be treated as part of this Agreement, and is incorporated herein by reference.

6.13 Conflict. Should a conflict arise between this Agreement and the applicable Purchase Order, this Agreement should prevail.

6.14 Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and provided that the Agreement's fundamental terms and conditions remain legal and enforceable, the remainder of the Agreement shall continue in full force and effect, remain operative and binding, and shall and be enforced to the fullest extent permitted by law.

6.15 Governing Law. This Agreement will be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this Agreement shall be brought in Miami-Dade County.

6.16 Extent of Agreement. This Agreement represents the entire and integrated agreement between the CRA and CONSULTANT with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral.

6.17 No Third Party Rights. Nothing contained in this Agreement shall create a contractual relationship with or duties, obligations or causes of action in favor of any third party against either the CRA or CONSULTANT.

6.18 Licenses. CONSULTANT shall, all times during the term of this Agreement, maintain in good standing all required licenses, certifications and permits required by law to perform the services.

6.19 Ethics Requirements. CONSULTANT is responsible for educating itself on the various ethics and conflict of interest provisions of Florida law, Miami-Dade County Ordinance and City Code. CONSULTANT shall not employ, directly or indirectly, the mayor, any member of the City Council, or any director or department head of the City. The City Code prohibits any employee, or member or their immediate family or close personal relation from receipt of a benefit or to profit from any contract entered into with the City, either directly or through any firm of which they are a member, or any corporation of which they are a stockholder, or any business entity in which they have a controlling financial interest. Any affected party may seek a conflict of interest opinion from the State of Florida Ethics Commission and/or Miami-Dade County Ethics Commission regarding conflict of interest provisions.

ENDORSEMENTS TO FOLLOW

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

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

By: _____
Ana M. Garcia
Executive Director

Attest:

By: _____
Pamela L. Latimore
City Clerk

Approved as to form and legal sufficiency:

By: _____
Jose Smith
City Attorney

REDEVELOPMENT MANAGEMENT ASSOCIATES, LLC
a Florida limited liability company

By: _____
Christopher J. Brown
Managing Member
RMA, LLC

EXHIBIT A

SCOPE OF SERVICES

1.0 Review and update the North Miami Beach CRA Plan - CONSULTANT shall review and update the North Miami Beach CRA Redevelopment Plan to be consistent with strategic priorities and goals, urban design guidelines and future land use and zoning.

- 1.1. CONSULTANT shall prepare a 5-Year Strategic Finance Plan to guide redevelopment implementation and funding.
- 1.2. Upon request, CONSULTANT shall provide support through the CRA adoption process to including preparation of presentation(s) and attendance at a total of up to five (5) public meetings including, RAB, CRA, City Council, (Local Planning Agency, if requested or County TIF Review Committee) and County Commission.

2.0 Public Private Partnerships/Real Estate Development - RMA has the expertise to provide technical review of large scale redevelopment projects and to negotiate complex public private partnerships.

- 2.1. Financial Analysis - review company financial information and advise on risk factors, review development pro forma(s), provide economic impact analysis and analyze project financing.
- 2.2. Market and Urban Design – CONSULTANT shall work with CRA and Developers to analyze and make recommendations on project marketability, urban design, architectural style, mix of uses and project specifications.
- 2.3. Real Estate Negotiations – CONSULTANT shall assist the CRA in developer negotiations and term specifications. CONSULTANT shall also provide review and recommendations for all Tax Increment Rebate applications.
- 2.4. Tax Increment Incentive Review – CONSULTANT shall assist the CRA with estimates of tax increment generation for projects that apply for the Tax Increment Rebate incentive program.

3.0 Redevelopment Implementation, West Dixie Highway (North) - CONSULTANT has recommended that the West Dixie Highway corridor north of NE 163rd Street is a priority area for redevelopment and will likely be one of the first areas to see new construction.

- 3.1. Analyze current infrastructure needs and planned capital projects to develop a Capital Create an overall Plan and schedule for public and private improvements.
- 3.2. Contact and discuss potential improvements and future plans with area property owners and businesses.
- 3.3. Coordinate with government agencies and review past planning studies.
- 3.4. Provide the CRA and overall implementation plan and budget for public and leveraged private investment for the West Dixie Highway Corridor, north of Snake Creek Canal.

4.0 Compensation - The fee for services shall be based on either hourly or project based fees per the schedule below. Not to exceed amounts are annual.

<i>Tasks 1: CRA Plan Update and Finance Plan (fee for service)</i>	<i>\$35,000.00</i>
<i>Task 2: PPP/Real Estate Development (hourly), not to exceed.....</i>	<i>\$15,000.00</i>
<i>Task 3: Optional General Services (hourly) not to exceed.....</i>	<i>\$10,000.00</i>
<hr/>	
<i>Total Contract Amount.....</i>	<i>\$60,000.00</i>

Hourly rates are based on the following Fee Schedule:

Principals	\$195
Economic Development Director	\$185
Senior Project Manager	\$145
Senior Urban Designer	\$145
Senior Planner	\$125
Project Coordinator	\$ 85
Administrative	\$ 45



CITY OF NORTH MIAMI BEACH
COMMUNITY REDEVELOPMENT AGENCY
17011 NE 19th Avenue
North Miami Beach, FL 33162
www.citynmb.com/cra

MEMORANDUM

TO: Chair and Board of Commissioners

FROM: Ana M. Garcia, Executive Director *RGL for AMG*

VIA: Rachel Bach, CRA Consultant *RLB*

DATE: October 16, 2014

RE: **Commercial Property Improvement Grant Program**

BACKGROUND:

Over the past year it has become apparent that the NMBCRA's Commercial Façade Improvement Program, as pointed out by both the Redevelopment Advisory Board and the CRA Board, has become outdated. Specifically, the current program does not support the CRA's current goals, strategic plans and has not been as impactful in terms of redevelopment as originally conceived. Furthermore, the programs reach has not been fully utilized by CRA property owners; therefore RMA recommends enhanced incentivizing, targeted outreach and a "concierge" type service to encourage higher levels of participation in the Program.

As directed by the Executive Director and CRA Board, RMA is proposing a new incentive program to replace the Commercial Façade Program which is more inline with today's goals and current actions being undertaken by the CRA and City. The new program, the Commercial Property Improvement Program takes a different approach funding projects and targeting properties. The following summarizes the primary changes and approach:

- ✓ Maximum grant amounts are on a sliding scale from \$12,500 to \$50,000 dependent on the linear square footage of the frontage of the property. (This is more equitable to property owners, since those that have more frontage have more cost.)
- ✓ To induce targeted redevelopment of existing structures, the Program reduces the matching requirement in "Priority Areas" from 50% (Tier 2) to 30% (Tier 1) for a one year period. (This should induce properties within Priority Areas that may not have considered property improvements to move forward with projects). Priority areas were identified as areas that most likely won't see new construction and that are adjacent to current or planned public improvements.

- ✓ To qualify for certain improvements, such as signage, the grant application must include a more comprehensive scope of work, to include additional property improvements.
- ✓ Grant recipients will now be required to enter into a formal Agreement when approved in order to receive funding and agree to a lien on the property for a 5 year period that would be paid back if the property is sold within those 5 years.
- ✓ Applicants may reapply within a 5 year period however they are still limited to the total maximum grant amount within 5 years. (This will allow property owners that financially cannot make all the improvements up to the maximum dollar amount award, to phase in projects as financing becomes available.)
- ✓ Identifies Priority Areas for this FY 2014/15 as Dixie Highway 163rd Street to 172nd Street and 163rd Street from NE 22nd Avenue to NE 15th Avenue due to recent median landscape improvements and proximity to Fulford City Center.

RECOMMENDATION: Approve the Commercial Property Improvement Program.

FISCAL IMPACT: The NMBCRA has budgeted \$130,000.00 for property improvements.

North Miami Beach Community Redevelopment Agency Commercial Property Improvement Grant



Program Policies and Procedures

I. Purpose

The purpose of the Commercial Property Improvement Grant Program (Program) is to assist property owners with sites located within the North Miami Beach Community Redevelopment Area substantively enhance the visible appearance of their property. Many commercial properties were designed and built in styles that have become dated and suffer from lackluster maintenance. This has led to a situation in which some properties are not as attractive to potential tenants or shoppers. It is the goal of the North Miami Beach Community Redevelopment Agency (NMB CRA) to assist property owners in returning properties to their fullest potential through cash grants to property owners. These grants will assist owners undertaking substantial exterior renovations. This Program will take effect October 1, 2014. Designated Priority Areas and additional benefits thereof shall be available until **September 30, 2015**, unless otherwise authorized or modified by the NMB CRA Board.

II. Eligibility Criteria

- a. Property must be located within the North Miami Beach Community Redevelopment Area (see attached map).
- b. Primary property use must be commercial or mixed use. Residential uses are ineligible.
- c. Exterior improvements must adhere to the City of North Miami Beach Building Code and Zoning Ordinances and all Federal, State, and Local Requirements.
- d. Improvements must support the objectives and goals of the NMB CRA Redevelopment Plan.
- e. Properties "for sale" or listed on the MLS may not apply.
- f. Properties may not apply, if they have received the maximum funding amount within a 5 year period under this Program or any other grant program administered by the NMB CRA.
- g. Must be a conforming use per the City of North Miami Beach Zoning Code.

III. Funding Guidelines

- a. Maximum Award Amount: The NMB CRA is making available to commercial and/or mixed use properties within the Community Redevelopment Area, matching grants up to a maximum grant award as follows:
 - For properties with over 120 feet of frontage - **Up to \$50,000**
 - For properties with over 60 feet to 100 feet of frontage - **Up to \$25,000**
 - For properties with 60 feet or less of frontage - **Up to \$12,500**

Properties applying for funding below the maximum award amount may reapply, but are only entitled to the total maximum amount within a 5 year period of initial approval. However, if a property has already received funding to the maximum amount, said property may not reapply for the Program or any other grant program administered by the NMB CRA for a period of 5 years.

- b. **Matching Funds:** In an effort to encourage concentrated redevelopment the NMB CRA has created two funding tiers based on required matching dollar amounts. The intent is to encourage multiple property owners within a priority area to engage in property improvements simultaneously and in areas where public investment has or is planned to occur.
- Priority Tier 1 Property Area(s) – Located along West Dixie Highway from 163rd Street to 172nd Street and 163rd Street from NE 22nd Avenue to NE 15th Avenue required matching funds = **30% of total eligible project costs.**
 - Priority Tier 2 Property Area(s) - All other areas within the Community Redevelopment Area = **50% of total eligible project costs.**

	<u>Total Project Cost</u>	<u>Required Match</u>	<u>Total Grant Amount</u>
Tier 1	\$40,000.00	\$12,000.00 (30%)	\$25,000.00 (max.)
Tier 2	\$40,000.00	\$20,000.00 (50%)	\$20,000.00

**Example Calculation (based on a property with 75 feet of frontage – max. award \$25,000)*

IV. Eligible Expenses

Eligible expenses are those reasonable costs associated with undertaking a substantial façade improvement on a side of a building that faces a right-of-way and/or substantial site improvements. Eligible expenses include design, permitting, labor and materials related to construction or installation of eligible improvements. The following are eligible improvements to be funded under the Program (please note “stand alone” improvements are those that may be funded independent of other eligible improvements those that are “not stand alone” may only be funded in conjunction with a “stand alone” improvement or more comprehensive project):

Eligible Improvements (stand-alone)

- ✓ Façade Improvements
- ✓ Outdoor/building lighting
- ✓ Landscaping

Eligible Improvements (not stand-alone)

- ✓ Signage
- ✓ Awnings
- ✓ Impact resistant windows
- ✓ Parking lot improvements
- ✓ ADA compliant improvements
- ✓ Painting and repair

All work must be performed in a first class workmanlike manner in compliance with ordinances and regulations of the City of North Miami Beach, and must meet all building and other applicable codes.

V. Ineligible Expenses

Ineligible expenses include general maintenance items, parking lot repairs (not related to a comprehensive improvement of the overall appearance of the property), interior repairs or renovations, or correction of code violations and ADA compliance except in limited instances where these expenses are mandated as part of eligible improvements by the City of North Miami Beach Building Department.

VI. Application Procedure

- a. Property owners shall follow the steps listed below for application approval:
- b. Schedule an appointment with NMB CRA staff to discuss project and make sure it meets program intent. Please call (305)787-6053 or e-mail nmbcra@citynmb.com.
- c. Meet with the Community Development Department for a preliminary review of proposed renovations to property.
- d. Compile application materials and submit application to NMB CRA. Applications will not be considered for funding until a complete application and supporting documents are received by the NMB CRA. Applications must be signed by the fee simple owner of the property; tenants and/or other occupants are ineligible to participate in the Program and are prohibited from filing an application on behalf of an owner.
- e. NMB CRA staff will review application and notify applicants of any missing information
- f. The completed application is reviewed 1st) by the Redevelopment Advisory Board who will make a recommendation of approval or denial, 2nd) placed on the next NMB CRA agenda for approval or denial.
- g. The decision of the NMB CRA Board shall be final.
- h. NMB CRA staff notifies applicant of NMB CRA Board approval or denial. Applicants not approved may apply again one year from denial. A fully executed Grant Agreement between the NMB CRA and the applicant shall serve as a Notice to Proceed
- i. Project commences

It is anticipated that applications will be presented to the NMB CRA Board for approval within 45 days of receipt.

VII. Reimbursement Procedure

The property owner must undertake all the work agreed to in the Grant Agreement within one hundred eighty (180) days of full execution of the Grant Agreement by the NMB CRA and the applicant. Items completed prior to the execution date shall not be

eligible for reimbursement. Upon completion, the property owner submits a request for payment with supporting documents within one month. Supporting documents include;

- Certificate of Completion and/or Occupancy
- Copies of invoices and Receipts
- Proof of payment, i.e. canceled checks
- Any other documents that enable staff to determine project completion
- Final Waivers and Releases of Lien from the General Contractor and sub-contractors.

Staff reviews the supporting documents and conducts a site inspection. If everything is in order, the NMB CRA will declare the project complete and issue a check to the property owner for the amount eligible under the parameters of this Program.

VIII. General Provisions

It is the intent of the NMB CRA to fund applicants on a first-come, first-serve basis however; the Program is also created as an "incentive" to property owners to put forth projects that will have a significant visual impact on the property. The NMB CRA reserves the right, to review all applications and recommend additional improvements, include conditions to funding, approve all plans including design and materials and at its sole discretion, make any final determinations as to how this program will be offered and implemented under unique circumstances and approved by the NMB CRA Board. Applicants, even those that meet the eligibility requirements, are not entitled to approval if a project conflicts with the goals and objectives of the NMB CRA Redevelopment Plan.

As condition to the award of the grant, applicants will be required to enter into a Grant Agreement on terms and conditions as set forth by the NMB CRA. A Memorandum of Grant Agreement shall be recorded in the Public Records and shall be effective on the property for the stated period of 5 years upon approval of the application and will have 180 days to complete all improvements. Should an applicant need an extension to complete improvements beyond 180 days, a written request shall be submitted in writing 30 days prior to the expiration of the Agreement (a one-time extension may be granted of not more than 90 days, administratively and at the discretion of NMB CRA staff.

Applicants agree to continue ownership of the property and maintenance of the grant improvements for a period of 5 years subsequent to completion of grant improvements. Should the property be sold within 5 years, applicant agrees to repay a prorated share of the grant amount, which agreement shall be set forth in the Memorandum of Grant Agreement recorded in the Public Records.

The North Miami Beach Community Redevelopment Agency Commercial Property Improvement Grant Application

(Please type or clearly print)

Applicant Name: _____

Is the Applicant the property owner: _____ Yes _____ No
(If No, property owner must also sign application accepting terms of the program)

Property Address: _____

Folio Number: _____

Applicant Mailing Address (if different from Property Address):

Applicant Phone Number and Email: _____

Property Owner (if different from applicant): _____

Property Owner Phone Number and Email: _____

Current Use(s) of Property (Office, retail, etc.): _____

DBA – Name of Shopping Center or Business (if applicable):

Brief Description of Scope of Work:

Anticipated Cost of All Eligible Improvements: \$ _____

Requested Grant Amount (based on program): \$ _____

Properties to be improved must be free of all municipal and county liens, judgments or encumbrances of any kind. This provision can be waived by the NMB CRA Board of Commissioners if development plans for said property meet the goals and objectives as set forth in the NMB CRA Redevelopment Plan. Upon grant approval, said property must remain free of all municipal and county liens, judgments or encumbrances of any kind under the term of the agreement.

The Commercial Property Improvement Program benefits are contingent upon funding availability and NMB CRA Board approval and are not to be construed as an entitlement or right of a property owner or applicant. Properties in the designated CRA areas are not eligible for NMB CRA funded programs when such funding conflicts with the goals expressed in the NMB CRA Redevelopment Plan.

I certify that I have read and understand the above statement and will comply with all requirements of the program and or conditions of funding:

Applicant Signature _____ Date _____

Property Owner Signature _____ Date _____

*For application submittal purposes and to expedite review, please complete, sign and submit the following **Application Checklist** with all attachments included in checklist order.*

Commercial Property Improvement Grant Application Checklist

All required attachments listed below must accompany the application form. .

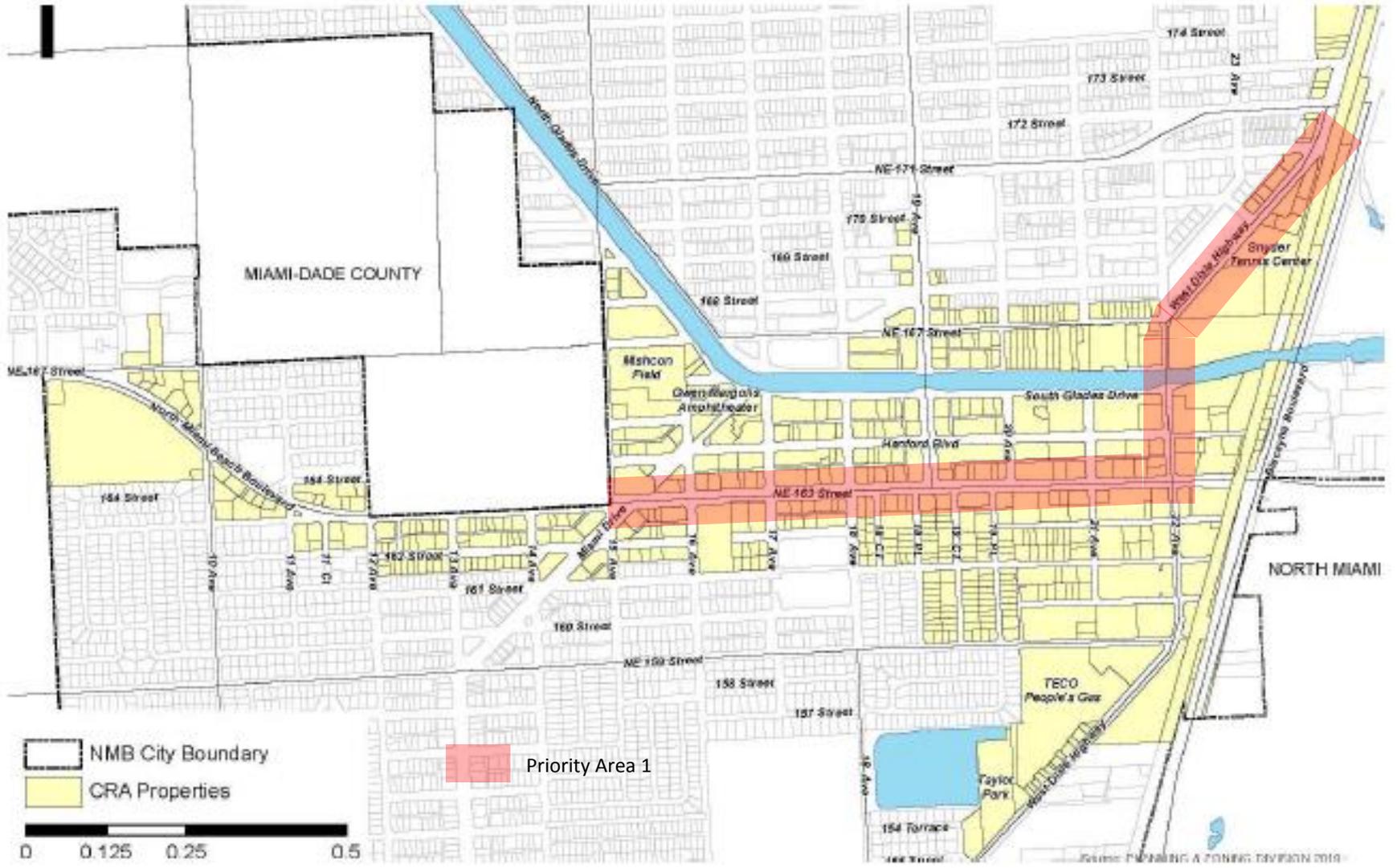
- Signed Application
- Legal description of the property
- Detailed budget for entire project with breakdown of exterior improvements for which reimbursement is being requested from Program
- Three bids/quotes from three licensed contractors
- Preliminary schedule for completion of improvements
- Photograph of existing conditions on the property in both digital file and hard copy
- Photographs of adjacent properties
- Site plan or survey that accurately reflects the existing property in digital file and hard copy
- Renderings and/or images that visually describing proposed improvements in digital file and hard copy
- Preliminary site plan and/or elevations of proposed improvements that enable staff to determine quality of design both digital file and hard copy
- Color chips and material samples
- Copy of Lease Agreement if not the owner
- Copy of Business Tax Receipt
- Completed W-9 Form

I hereby submit this form and all required attachments as application to the North Miami Beach Community Redevelopment Agency (NMB CRA) to be considered for a Grant under the NMB CRA's Commercial Property Improvement Grant Program. I understand that no work may be performed for work entered into by the Applicant or other agents until approval of this request is received through a fully executed grant Agreement with the NMB CRA. I further understand the North Miami Community Redevelopment Agency Board has, at its sole discretion, the right to final determination for all aspects of the Commercial Property Improvement Grant Program. This final determination may include, but not be limited to, ranking of applicants, final amount granted to any applicant, applications to be funded, all conditions of funding, approval of all architectural plans and materials to be used in any construction.

Signature of Applicant

Date

Printed Name and Title





MEMORANDUM

TO: Chair and Board of Commissioners

FROM: Ana M. Garcia, Executive Director *RGL for AMG*

VIA: Rachel Bach, CRA Consultant *RB*

DATE: October 16, 2014

RE: **Façade Beautification Program**

BACKGROUND:

In an effort to assist small businesses with minor improvements to their property, RMA is proposing to create a “mini grant” program named the Façade Beautification Program. This program shall replace the Tenant Improvement Program which expired at the end of FY 2013/2014 and was primarily for interior improvements. Since both business attraction and retention is a primary goal of the North Miami Beach CRA, this program will assist small businesses in or looking to locate in the North Miami Beach CRA. The following summarizes the program guidelines:

- ✓ Eligible improvements include: Painting, signage and awnings;
- ✓ Maximum grant amount is \$2,500 and requires a 50% match;
- ✓ Application and approval process is expedited by allowing administrative (staff) approvals of the application as long as they meet the program criteria. Staff will provide monthly updates on approved applications to the RAB and CRA Boards; and
- ✓ There is no Agreement required and no payback terms.

RECOMMENDATION: Approve the Commercial Property Improvement Program.

FISCAL IMPACT: The NMB CRA has budgeted \$130,000.00 for property improvement incentives.

North Miami Beach Community Redevelopment Agency Façade Beautification Program



I. About the Program

The Façade Beautification Program is an incentive available to businesses located in the North Miami Beach Community Redevelopment Area for small-scale aesthetic improvements to the exterior of a commercial building and site. Improvements include painting of the building, installation of awnings, and signage.

The CRA will provide a grant for 50% of the project cost up to a maximum CRA grant of \$2,500 for projects located in the North Miami Beach Community Redevelopment Agency.

II. Eligibility Requirements

- a. Properties listed for sale may not apply.
- b. Work on the project must begin within One Hundred Eighty (180) days following NMB CRA approval process.
- c. Eligible Improvements include exterior painting, installation of awnings, lighting and signage. Improvements to the site must face onto major corridor or street and be visible from the public right-of-way.
- d. Property to be improved must be free of all municipal and county liens, judgments or encumbrances of any kind. Upon grant approval, said property must remain free of all municipal and county liens, judgments or encumbrances of any kind under the term of the agreement.

III. Application Process

Grants shall be reviewed within 14 days of submittal. After 14 days, the applicant will receive notice as to application completeness, approval or denial. Grants shall be approved or denied administratively based on the criteria set forth in the program guidelines.

The Façade Beautification Program benefits are contingent upon funding availability and NMB CRA approval and are not to be construed as an entitlement or right of a property owner or applicant. Properties in the designated CRA areas are not eligible for CRA funded programs when such funding conflicts with the goals expressed in the NMB CRA Community Redevelopment Plan.

North Miami Beach Community Redevelopment Agency Façade Beautification Program Application

Date of Application: _____

1. Address of project requesting incentive: _____

2. Name of Applicant: _____

Address of Applicant: _____

Phone: _____ Fax: _____

Email: _____

3. Does the applicant own property? _____ Yes _____ No

If "No" box is checked, please attach a copy of the lease.

Indicate the owning entity of the property (i.e. name on property title)

4. Project Description:

5. Total Project Cost: _____

Total Funding Request: _____

Authorized Representative(s):

Business Owner Signature

Property Owner Signature
(If different)

Print Name

Print Name

**Attach and Sign Eligibility and Application Requirements Form.*

**North Miami Beach Community Redevelopment Agency (NMB CRA)
Eligibility/Application Requirements**

Step 1: Application Checklist (Attachments):

Please read and check beside each application requirement

Business or property owner must submit an application to the NMB CRA Staff for initial review. At that time the application should include:

- Photograph of the property showing the area(s) for improvement.
- Conceptual design drawing(s) and/or photographs, material samples etc.
- Three (3) bids from licensed contractors. Bids must be typed and contain the following information; contractor's license number, name, address, phone number and fax number. Hand written bids will not be accepted.
- If this is a tenant improvement, a copy of the lease agreement must be provided.
- A copy of a valid Business Tax Receipt with the City of North Miami Beach.
- The Eligibility/Application Requirements Sheet initialed and signed by applicant.
- Fully executed W-9 Form.

Step 2: Acknowledgments (Please initial indicating your understanding):

- A)** _____ Property to be improved is free of all municipal and county liens, judgments or encumbrances of any kind. Upon grant approval, said property shall remain free of all municipal and county liens, judgments or encumbrances of any kind under the term of the agreement.
- B)** _____ Application(s) shall be initially reviewed by NMB CRA Staff within ten (10) business days. If additional information is required to finalize the application, additional time will be required for approval process.
- C)** _____ The application must be signed by the property owner authorizing the proposed improvements.
- D)** _____ Grant payments are on a reimbursable basis at the completion of the project.
- E)** _____ A Federal W-9 form must be provided for financial documentation and reimbursement purposes.

F) _____ The NMB CRA will require 3 original copies of the Grant Agreement be fully executed. One (1) shall be retained by the applicant.

____ All grant funded improvements must commence prior to 180 days after NMB CRA Board Approval and must be substantially complete with 60 days of the grant expiration. Any request for modification of the Grant Agreement must be submitted not less than 60 days prior to the grant expiration in order to be considered by NMB CRA Staff.

G) _____ I fully understand the **Grant Reimbursement Requirements and Procedures** as described below:

All disbursements of the grant proceeds shall be made as a lump sum payment pending full completion of the project. Upon completion of the project, the submission for reimbursement of the grant proceeds must be submitted in writing to the NMB CRA and contain the following information:

- Certificate of Completion/and or Occupancy
- Copies of invoices and Receipts
- Pay applications
- Proof of payment – i.e. canceled checks
- Any other documents that enable staff to determine project completion.
- Release of Lien

The CRA will review the grant reimbursement request within ten (10) business days of submittal of the required documentation and forward it to the Finance Department to process the reimbursement payment. A check will be disbursed within thirty (30) days of the payment request to the Finance Department.

I have read completely and understand the program, including the application guidelines and grant reimbursement process.

Applicant Signature

Date_____

Print Name



MEMORANDUM

TO: Chair and Board of Commissioners
FROM: Ana M. Garcia, Executive Director *RGL for AMG*
VIA: Rachel Bach CRA Consultant *RB*
DATE: October 16, 2014
RE: Amendments to the Tax Increment Recapture Program

BACKGROUND:

Last year, the NMBCRA implemented a Tax Increment Recapture Program geared towards attracting larger scale new development projects with a value of \$2 million or more. Through discussions with members of the development community, one of the hardships identified through the program is the requirement to have site plan approval prior to application. It has been stated, that the certainty of the incentive itself may be the “make or break” deal for a prospective developer to finalize a purchase on a property and/or get financing.

Therefore, CRA Staff is recommending the following revisions to the program (as attached):

1. Allow for a conceptual project approval once a developer has site control;
2. Require site plan approval within one year of Tax Increment Recapture approval;
3. Require building permit within two years of Tax Increment Recapture approval;
4. Require an applicant to submit a project proforma to estimate further taxable value;
5. Require an itemized list if the project is requesting a full reservation at 75% of tax increment;
6. Restart the time clock for the program (36 months) upon approval by the CRA Board.

RECOMMENDATION:

Staff recommends approval of the amended Tax Increment Recapture Program.

FISCAL IMPACT:

The fiscal impact of this program will come out of future Tax Increment proceeds created directly by these projects, through the life of the CRA. The program will expire after the first \$200 million in taxable value is created or a period of 36 months.



North Miami Beach Community Redevelopment Agency Tax Increment Recapture Incentive



Program Description

The NMBBCRA will use tax increment revenues to encourage economic development in the Community Redevelopment Area.

The NMBBCRA is proposing to provide a tax increment recapture to the Owner of a qualifying project. A qualifying project is one that is anticipated to create at least \$2 million in net new taxable value in the first full year following completion.

Provided that the real estate taxes levied on the Property are paid prior to becoming delinquent and the Owner complies at all times with any performance benchmarks referenced below, the Tax Increment Recapture will be provided to Owner on an annual basis through Fiscal Year 2027/28 (the "Recapture Period") beginning on May 1 of the City's Fiscal Year (FY) that commences after January 1 after a C.O. is issued for the project and the Miami-Dade County Property Appraiser assesses the value of the project.

The amount of the Base Tax Increment Recapture shall be 50% of the Net New Tax Increment Revenue generated by the project. If the taxable assessed value of the Property (as determined by the Miami-Dade County Property Appraiser, taking into consideration any allowable adjustments by the Value Adjustment Board) in any year during the Recapture Period exceeds the Base Year Value, the Tax Increment Recapture shall equal 50% percentage of the project's Net New Tax Increment Revenue.

The NMBBCRA Board of Directors may award additional Tax Increment Recapture of up to 25% for projects that meet public policy goals, including:

- Inclusion of prioritized or targeted uses (i.e. grocery store, corporate headquarters, cultural institution);
- Job creation (a minimum number of jobs);
- Stimulative activities (inclusion of sidewalk café, minimum hours of operation);
- Other public benefits (open space, infrastructure improvements, transit-oriented development);

In any fiscal year, the Tax Increment Recapture shall be subordinate in all respects to all CRA Debt. At no time will the Tax Increment Recapture exceed 75%.

Each project must demonstrate that the project would not be possible but for the incentive amount requested and must enter into an Economic Development Incentive Agreement with the CRA. The Agreement will include specific deadlines to retain the allocation for the TIF Recapture.

The incentives available through the Tax Increment Recapture Incentive Program shall be available up until the earlier of the one of the following items occurs, will be reviewed by the NMBBCRA Board of Directors at the earlier of:

1. TIF Recapture Program for the first projects funded up to a total of \$200 million of taxable value; or
2. 36 months from implementation of the incentive.

Program and Application Guidelines

Projects wishing to request a Tax Increment Recapture Incentive from the North Miami Beach CRA (NMBBCRA) must meet the following criteria:

- Project applicant must demonstrate property control either through ownership or contract for purchase;
- Applicants must submit a letter to the North Miami Beach CRA (NMBBCRA) requesting that the Board of Directors consider providing incentive support to the project. The letter must include the following:
 - A copy of a conceptual site plan;
 - A description of the project including use, square footage, and density;
 - Names and qualifications of the principals and key representatives involved in the project. Special emphasis should be given to presenting past experience in public/private partnerships similar to the one that is being proposed;
 - Evidence of the financial strength of the deal to justify the risk of expending public capital, and demonstrated financial capacity of the principals. A lender commitment letter and letters of intent from end users of the proposed redevelopment property are helpful;
 - A defensible market study that demonstrates the high probability of success for the proposed project;
 - Any potential obstacles that the project may face in securing development approvals from the City with regard to the projects compliance with all applicable City, County and State building codes, as well as the City's Comprehensive Plan;
 - A project pro forma demonstrating the tax increment value anticipated by the project;
 - If applying for a 75% reservation of Tax Increment Recapture through this program, please provide a itemized list of public benefit to be provided by the project;
 - Any additional information that will assist the CRA Board during their decision-making process;
- Following receipt of a request for incentive support, CRA staff will schedule a kick-off meeting with the applicant to finalize the project information for submission to the RAB and CRA Board;
- Projects will first be reviewed by the Redevelopment Advisory Board (RAB) and then by the CRA Board;
- Award of Tax Increment Recapture is conditioned on site plan approval within one year of award and building permit within two years. Applicants not meeting these conditions will lose any reservation of TIR, but may apply again if funding is still available.

ORDINANCE NO. 2009-28

AN ORDINANCE AMENDING CHAPTER II STRUCTURE OF CITY GOVERNMENT, ARTICLE VII BOARDS, COMMITTEES AND COMMISSIONS, SECTION 2-56 TITLED REDEVELOPMENT ADVISORY BOARD, OF THE CODE OF ORDINANCES OF NORTH MIAMI BEACH, FLORIDA; MEMBERSHIP, TERMS; ELIGIBILITY; MEETINGS AND QUORUM; ADDING SELECTION OF OFFICERS AND HANDLING OF VACANCIES ON THE BOARD; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Council, pursuant to City of North Miami Beach Resolution No. R2004-86, have created a Community Redevelopment Agency (CRA) by declaring that the Mayor and City Council shall be the Board of the Community Redevelopment Agency; and

WHEREAS, the Mayor and City Council, pursuant to City of North Miami Beach Resolution No. R2005-5, approved the Community Redevelopment Plan for the CRA; and

WHEREAS, the Community Redevelopment Plan specifically empowers the Mayor and City Council to establish an Advisory Board to assist them on economic and redevelopment issues; and

WHEREAS, the Mayor and City Council desire to seek advice concerning redevelopment activities from a regularly convened board composed of residents, property owners and businesspersons in the City of North Miami Beach.

NOW, THEREFORE,

BE IT ORDAINED by the City Council of the City of North Miami Beach, Florida.

Section 1. The foregoing recitals are true and correct.

Section 2. Section 2-56 Redevelopment Advisory Board of the Code of Ordinances of the City of North Miami Beach, Florida, is hereby amended as follows:

CHAPTER II STRUCTURE OF CITY GOVERNMENT
ARTICLE VII BOARDS, COMMITTEES AND COMMISSIONS

2-56 REDEVELOPMENT ADVISORY BOARD.

2-56 Created; Membership; Term.

The Redevelopment Advisory Board of the City of North Miami Beach is hereby created and established and shall consist of seven (7) members and two (2) alternates. ~~appointed by the Mayor and City Council for terms of one (1) year. Members may be reappointed at the expiration of their terms.~~ Each member of the City Council shall appoint one member. While members of the board shall possess sufficient knowledge, experience and judgment or background necessary to competently serve on the board, the Council shall consider appointing members who are experienced in the areas of finance, real estate, retail business or urban design. Each alternate shall be appointed upon nomination and a majority vote of the Mayor and City Council. The term of office for members of the Redevelopment Advisory Board and for alternates is two years. In order to have staggered terms, the odd numbered seats will be appointed for an initial two-year period and even numbered seats will be appointed for an initial one-year period. Members and alternates may be reappointed at the expiration of their terms. Beginning on the effective date of this Ordinance, the seats for members of the Redevelopment Advisory Board will be numbered 1-7. The terms of odd-numbered seats will expire at the end of odd-numbered years, and the terms of even-numbered seats will expire at the end of even-numbered years. Seats for alternates shall be numbered 8 and 9. The term of seat number 8 shall expire at the end of even numbered years, and the term of seat number 9 will expire at the end of odd-numbered years. Alternates shall attend all meetings and observe as observers. Alternates shall serve on a rotating basis if not all seven members are present.(Ord. No. 2005-10 §2(a), 7-5-2005)

2-56.2 Eligibility.

Notwithstanding the provisions of subsection 2-32.1, members of this Board need not be residents or maintain residency in the City of North Miami Beach, so long as they own real estate in the City or represent a business that has and maintains a business tax receipt entitling them to conduct business in the City.

If any member of their board presently owns or acquires control of any interest, direct or indirect, in any property in which he or she knows is included or planned to be included in a community redevelopment area, he or she shall immediately disclose this fact in the manner provided in part III of Chapter 112, Florida Statutes. (Ord. No. 2005-10 §2(b), 7-5-2005)

2.56.3 Meetings; Quorum, Officers.

a. The Redevelopment Advisory Board shall meet from time to time but not less than quarterly within a given year.

b. Four (4) members shall constitute a quorum necessary to hold a meeting and take action.
(Ord. No. 2005-10 §2c, d, 7-5-2005)

c. The Committee members shall select, on an annual basis, its own Chair and Vice-Chair by a majority vote of the board.

2.56.4 Vacancies.

When a vacancy is caused by the resignation or removal of a member of the Redevelopment Advisory Board prior to the expiration of his or her term, a member shall be appointed to complete the unexpired term only. Vacancies shall be filled in the same manner as the original appointment.

2.56.5 Liaisons.

The Mayor shall appoint and City Council shall approve one City Council liaison to the Redevelopment Advisory Board. The liaison is not a member of the Board and shall have no vote on any issue or matter before the Board.

Section 3. All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

Section 4. If any section, subsection, clause or provision of this ordinance is held invalid the remainder shall not be affected by such invalidity.

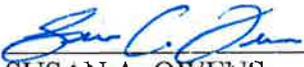
Section 5. It is the intention of the City Council of North Miami Beach and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of

Ordinances of the City of North Miami Beach, Florida. The Sections of this Ordinance may be renumbered or relettered to accomplish this intention and the word "Ordinance" may be changed to "Section", "Article" or other appropriate word as the codified may deem fit.

APPROVED BY TITLE ONLY on first reading this 17th day of November, 2009.

APPROVED AND ADOPTED on second reading this 1st day of December, 2009.

ATTEST:



SUSAN A. OWENS
CITY CLERK
(CITY SEAL)



MYRON ROSNER
MAYOR

APPROVED AS TO FORM:



DARCEE S. SIEGEL
CITY ATTORNEY

Sponsored by: Mayor and Council

CITY OF NORTH MIAMI BEACH
REDEVELOPMENT ADVISORY BOARD

Established: Ordinance No. 2009-28
Liaison: Councilwoman Phyllis Smith
Staff: Rasha Cameau, CRA Coordinator
Meetings: 3rd Thursday of the month

NAME	SEAT	COUNCIL APPT	HOME ADDRESS	HOME TELEPHONE	OTHER TELEPHONE	EMAIL	TERM EXPIRES	APPTS
Mark Antonio	1	Vallejo	2811 NE 164 th Street, NMB, FL 33162	305-949-1127	W: 954-457-1468 C: 954-651-4911	Z06antonio@gmail.com	6/1/2012	1/19/10
Robert Kriebs	2	Defillipo	16021 NE 19 th CT, #3, NMB, FL 33162	305-940-1466		Clancy18@bellsouth.net	6/1/2012	1/19/10
		Smith						
Jarret L. Gross	4	Spiegel	1557 NE 164 th Street, Ste 201 NMB, FI 33162		W:305-935-6600 C:305-928-3210	jgross@icon-funding.com	8/7/14	8/7/12
Pradel Vilme <u>Vice Chair</u>	5	Pierre	1233 NE 162 nd Street, NMB, FL 33162		W: 305-944-5850 C: 305-788-4203	Ledarp1@yahoo.com	6/1/2012	1/19/10
Bruce Lamberto <u>Chair</u>	6	Kramer	3420 NE 165 th Street, NMB, FL 33160	305-945-5459	C: 786-367-7072	blamberto@aol.com	6/1/2012	1/19/10
		Martell						
OPEN		Alternate						