

**City of North Miami Beach
Community Redevelopment Agency**



Community Redevelopment Agency Board of Commissioners:

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

Date: December 17th, 2013

Time: 5:00 PM

Location: 2nd Floor Council Chambers, City Hall
17011 NE 19th Avenue, North Miami Beach, Florida 33162

AGENDA

1. Call to Order / Roll Call
2. Approval of Minutes: August 27th, 2013
3. Approval of Minutes: October 24th, 2013
4. Review and Approval of the Economic Development Consultant Service Agreement:
Redevelopment Management Associates (RMA)
5. Review & Discussion of 2013-14 CRA Implementation Plan
6. Review & Approval of Interior Renovation Application Guidelines
7. Next CRA Board Meeting: January 23rd, 2013
8. 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: INTERIM CRA EXECUTIVE DIRECTOR MAC SERDA, CITY ATTORNEY DARCEE SIEGEL, CRA COORDINATOR RASHA CAMEAU, FINANCE DIRECTOR JANETTE SMITH, ECONOMIC DEVELOPMENT CONSULTANT KEVIN CROWDER

BOARD MEMBERS: COMMISSIONER/CHAIR VALLEJO, COMMISSIONER DEFILLIPO, COMMISSIONER KRAMER, COMMISSIONER PIERRE, COMMISSIONER SMITH, COMMISSIONER SPIEGEL

TYPE OF MEETING: REGULAR MEETING **DATE:** August 27, 2013

MINUTES

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

Roll Call: Roll was taken at 6:12 p.m. Commissioner Martell was not present.

AGENDA ITEM 2: Approval of Minutes: July 25, 2013. A motion was made by Commissioner Pierre, seconded by Commissioner Spiegel, to approve. In a voice vote, the motion passed unanimously (6-0).

AGENDA ITEM 3: Presentation of the NMBCRA FY2013-14 Budget. Ms. Cameau recalled that Staff had met with each Commissioner on an individual basis to discuss the budget. This year's tax increment financing (TIF) revenue is projected to be approximately \$144,000 less than what was received the previous year; in addition, the debt service fee is slightly more than the expected TIF revenue. County TIF will be \$19,000 more than expected. This means both operations and debt service will cost roughly \$939,000 more than the anticipated revenue for fiscal year 2013-14.

Ms. Cameau advised that there are three prospective proposals to deal with the budget shortfall. A "bare-bones" budget would exclude Police and Code Enforcement, the CRA Coordinator's salary is currently split 60% CRA and 40% Manager's Office and will remain as such, and focus primarily on branding and marketing, including façade and other grant incentives discussed at previous meetings. The incentives program was originally budgeted at \$30,000; however, it was determined that this amount was insufficient to make a significant impact on any given project. Proposal #1 would increase the incentives budget to \$130,000, which would allow the Board to focus on specific areas, such as West Dixie Highway, and make a visible impact on this portion of the CRA.

Ms. Cameau continued that capital expenditures, which are budgeted at \$318,186, include the sewer and tree projects approved for the current fiscal year. The remaining funds have not yet been encumbered and will be carried over into the following year. The total operating expense of the first proposal would be \$862,000. In addition to the increased incentives budget, proposal #1 would set aside three years' worth of debt service expenses as savings, which means debt service would continue to be paid while development is sought within the CRA to "kick-start" its recovery. Roughly \$2.2 million in land and infrastructure incentives would be available for this purpose. The three-year time frame was determined because it will take approximately three years for any new development to go through the permitting process and begin contributing to TIF revenue.

Proposal #2, which was suggested by members of the Redevelopment Advisory Board (RAB), would continue to pay down the debt service, which has a current balance of \$3.8 million. Another suggestion was to pay down the debt and apply for a line of credit, on which the CRA could draw for incentive funding. The difficulty with this scenario, however, is timing, as it would take approximately six months to establish a line of credit. It would also require County approval. Ms. Cameau reported that she has already spoken with representatives at the County level, who have advised her it would be difficult to secure County

approval to renegotiate a line of credit.

Chair Vallejo requested further information regarding the potential line of credit. Ms. Cameau explained that the CRA currently has a loan instead of a line of credit; if they paid off the balance of this loan, this would mean there was insufficient funding left for any incentive programs until the process of applying for a line of credit was successful. It was noted that there is no guarantee the line of credit would be granted to the CRA.

Proposal #3, which was suggested by Commissioner Spiegel, would mean paying \$2 million toward the existing \$5 million loan, leaving a balance of \$1.8 million remaining. According to the City Finance Director and other financial advisors, there are three potential scenarios that may follow:

- Option A: paying \$2 million toward the loan, which would lower the CRA's annual payment on the loan to \$150,000, leaving \$2.17 million available for infrastructure incentives, including \$130,000 for the façade grant program;
- Option B: making interest-only payments on the loan for the first two years, which would be an annual payment of approximately \$40,000. By the third year, the CRA would return to the original payment of \$365,000;
- Option C: paying \$2 million toward the loan and continuing the annual payment of \$365,000, which would shorten the life of the loan to seven years.

Commissioner Spiegel explained that she had recommended proposal #3 because she did not wish to leave the CRA without funds for incentive programs. She advised that this would mean Staff would attempt to renegotiate the loan so the \$2 million payment would reduce the principal and reduce the amount of the payments. This would make the budget more manageable while allowing money for the incentive programs.

Commissioner Smith asked if it would be possible to make two extra payments per year on the loan, if there was sufficient money in the CRA budget to do so. It was confirmed by Finance Director Janette Smith that this could be another option for the Board. She added that the City's financial advisor could assist the CRA in determining further options by which the debt could be restructured, if the Board was willing to pay his fee.

Commissioner Spiegel pointed out that the decrease in TIF revenue meant there may not be sufficient funds to make additional payments on the loan; this was why she had suggested reducing the principal, which would in turn reduce the amount of the payments. Commissioner Smith explained that she had meant additional payments would be an option after the first one to two years, which would allow time for incoming projects to be completed and contribute toward the CRA's TIF revenue.

Chair Vallejo concluded that the primary issue appears to be the CRA's debt service, at least until the recently approved hotel project within the CRA is completed. This project would contribute significant TIF dollars. Mr. Crowder estimated that the hotel's County and City TIF revenue would be approximately \$400,000/year at the current millage rate. He noted that the developer estimated the hotel's taxable value to be between \$45 and \$48 million.

Mr. Crowder continued that retaining outstanding debt throughout the life of a CRA was a defense offered by cities against counties that might wish to unilaterally abolish CRAs. Efforts to retire the debt early would remove this defense. While the County does not presently take a hostile stance toward the CRA, he pointed out that this relationship could change within the next seven to eight years of the CRA's existence. Ms. Smith added that the debt on the remaining \$3 million would continue through the year 2024.

Chair Vallejo requested further clarification of the first two options, A and B, offered by proposal #3. Ms. Smith stated that the difference between these two options is that Option A would pay \$2 million toward the principal, then renegotiate the loan in order to reduce the payment amount by half until 2027. Chair Vallejo asked if this option would require County input or approval. Ms. Smith confirmed that County approval would be required; however, it would be easier to get approval to renegotiate than to issue new

debt.

She continued that the Option B would not pay \$2 million toward the debt, but would make interest-only payments for three to four years. This option, however, would mean a balloon payment of \$2 million must be made in 2027 at the end of the loan's term. This option had been suggested by the City's financial advisor. It would leave a larger "war chest" for incentive programs. Ms. Smith clarified that this option would also require County approval. The only option that would not require County approval would be option C, which would shorten the term of the debt to seven years.

Chair Vallejo asked if there were potential negative results to option B. Ms. Smith replied that this option would mean paying more interest on the principal. She estimated that it would mean a \$280,000 payment on the principal each year.

Commissioner Spiegel asked if the CRA was allowed to make interest-only payments under the current terms of the loan. Ms. Smith said while she would need to review the agreement to be sure, it was likely that failing to pay toward the principal would mean default unless the loan was first renegotiated.

Commissioner DeFillipo advised that it can be difficult for a CRA to reapply for a loan or request renegotiation if they were not perceived as having put previous funds to good use. He pointed out that redevelopment in the West Dixie Highway area would mean addressing the flooding that can occur in this location and bringing sewer service to the area to ensure sufficient infrastructure for later development. He felt it was important to have funds available to make this and other infrastructure improvements.

Chair Vallejo asked if the \$280,000 principal payment calculation took into account the \$2 million payment on the loan. Ms. Smith replied that the principal payment remains the same over the term of the loan.

Ms. Cameau stated that Staff had researched the flooding and drainage issue on West Dixie Highway to determine what the County plans to do to address this problem. She reported that while drainage improvements are planned on 172nd Street and West Dixie Highway, improvements on West Dixie Highway itself were not planned for the next two years. She suggested that the Board members could discuss the possibility of making West Dixie a priority with their County Commissioner, or they might consider using CRA dollars to make these improvements.

Commissioner Smith asserted that it was more important to use CRA funds toward development projects than toward sewer improvements, and suggested that there may be grant funds available to put toward this infrastructure need. If no grant monies are available, she concluded that she would prefer to make infrastructure improvements as part of the incentive package. She felt this would be more encouraging of development in the near term.

Commissioner Spiegel asked if this meant City Staff had discussed plans for West Dixie Highway with the County. Ms. Cameau replied that the City's Public Services Department had spoken with County Staff. Commissioner Spiegel declared that if West Dixie Highway was to be developed into a successful business corridor, the CRA would need to work with the County to widen the roadway, as she felt it would not be possible to attract the types of business the City wants when the road remains only one lane in each direction. She added that she did not feel it would be appropriate to make sewer improvements on this stretch of roadway without first widening the road. Both improvements would require the CRA to work with the County.

Commissioner Smith asked if the County was required to approve infrastructure projects, noting that she was surprised the County had not reached out to the CRA with respect to widening the road. Mr. Crowder confirmed that certain County approvals will be needed, particularly considering the rezoning necessary to accommodate the hotel project. He pointed out that in addition to sewer improvements and widening of the roadways, attention to water, drainage, and the capacity of other utilities and infrastructure necessary to support new zoning must be taken into consideration. He advised that there has been interest in the former Winn-Dixie site in particular, and a contract is expected to be signed shortly for this property. This will

encourage development on this portion of the roadway as well.

Commissioner Smith suggested that the CRA Board should direct City Staff to determine what types of infrastructure improvements will be necessary before further rezoning occurs. The Board will also need to know if grant funding is available for these improvements, whether or not the County will assume responsibility for any of the improvements, and how much funding should be set aside in the CRA's budget to undertake these plans. She pointed out that the City will need to know what improvements will be necessary, and how they would be paid for, in order to accommodate both construction and more intense commercial use along the CRA corridor of West Dixie Highway.

Chair Vallejo stated that he would not assume West Dixie Highway cannot handle increased traffic in its current state, and advised that Staff would need to investigate this possibility before bringing any further rezoning requests before the Board or the City Commission. He emphasized the importance of timeliness in bringing development to the CRA: as an example, he cited the delay created by a lawsuit related to the hotel project, which has pushed the expected completion date back from 2015 to 2016. This delay means one year's worth of TIF revenue will never be realized by the City.

Chair Vallejo returned the discussion to the budget, asking if it might be possible to renegotiate the loan to allow interest-only payments without first making a \$2 million payment. This would retain more CRA funds that could be used for incentive projects. Ms. Smith clarified that proposal #1 does not contemplate paying down the debt, but would instead set aside three years' worth of payments in the event that the CRA's TIF revenue continues to suffer. Chair Vallejo asked if it would be possible to renegotiate the loan agreement to allow interest-only payments rather than setting any monies aside. Ms. Smith said she had calculated the figures for interest-only payments without assuming a \$2 million payment on the principal.

Chair Vallejo explained that if a project begins its earliest stages in 2014, infrastructure improvements would most likely need to be made in 2015 so the project will be completed in 2016. Commissioner DeFillipo agreed that for this reason, he felt proposal #1 was the most viable option, as it would allow more funds to be used for incentive programs. Mr. Crowder added that the fewer times the CRA had to seek County approval, the better it would ultimately be.

Mr. Crowder continued that the Board might wish to discuss the possibility of renegotiating the loan to allow interest-only payments, as discussed in proposal #3, option B, with the County. This would allow the CRA to keep more funds for incentive uses than option A; in addition, if the County did not approve this scenario, there would still be the possibility of option A, which would allow the CRA to keep \$2.17 million for infrastructure incentives. Ms. Smith reiterated that option B of proposal #3 did not include making a \$2 million payment toward the debt, as did options A and C. Chair Vallejo said if this was the case, he was most in favor of proposal #3, option B, as this would allow the CRA maximum flexibility in the use of funds for incentives.

City Attorney Darcee Siegel advised that while the action requested of the Board at tonight's meeting is to select one of the proposals to address the budget shortfall, the legal recommendation was not to select proposal #3 at this time, as it contains too many unknown factors. If the Board was most inclined to choose proposal #3, she advised them to direct Staff to look further into this proposal before accepting it as a way to deal with the budget shortfall. She pointed out that if the Board selects proposal #1 or #2, they would still have the option of going before the County to amend the budget.

Chair Vallejo observed that proposal #1 would mean the Board must set aside three years' worth of debt service payments as savings, but did not pay down the debt itself. Other Board members expressed their consensus agreement with this. Ms. Cameau clarified that the Board could still reach out to the County for approval to renegotiate the loan if proposal #1 is selected.

Ms. Siegel explained that the Board must first vote to determine which budget they would like to adopt, noting that the budget is defined in a Resolution as Exhibit A. The Board must then vote to approve the Resolution itself.

A motion was made by Commissioner Smith, seconded by Commissioner Pierre, that the Board go with proposal #1 for the CRA budget. In a voice vote, the motion passed unanimously (6-0).

A motion was made by Commissioner Smith, seconded by Commissioner Pierre, to introduce Resolution #2013-5.

Ms. Siegel read the Resolution into the record as follows:

CRA Policy Resolution #2013-5: a Resolution of the North Miami Beach Community Redevelopment Agency (CRA), approving the fiscal year 2013-14 budget and providing for an effective date.

A motion was made by Commissioner Pierre, and duly seconded, to adopt [Resolution #2013-5]. In a voice vote, the motion passed unanimously (6-0).

Ms. Siegel asked if the Board wished to direct City Staff to look into one or all of the proposals suggested with regard to the budget. The Board agreed by consensus that they wished Staff to look into proposal #3, option B.

AGENDA ITEM 4: Next CRA Board Meeting, September 26, 2013. Ms. Siegel advised that the language related to the CRA incentive program(s) has been amended and will be presented for consideration at the September meeting.

AGENDA ITEM 5: Adjournment. There being no further business to come before the Board at this time, the meeting was adjourned at 6:59 p.m.

**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, CITY MANAGER / CRA DIRECTOR ANA GARCIA, CITY ATTORNEY DARCEE SIEGEL, CRA ATTORNEY STEVEN ZELKOWITZ

BOARD MEMBERS: COMMISSIONER/CHAIR VALLEJO, COMMISSIONER DEFILLIPO, COMMISSIONER KRAMER, COMMISSIONER MARTELL, COMMISSIONER SMITH, COMMISSIONER SPIEGEL

TYPE OF MEETING: REGULAR MEETING **DATE:** October 24, 2013

MINUTES

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

Roll Call: Roll was taken at 6:12 p.m. Commissioners Martell and Pierre were not present.

AGENDA ITEM 2 – Approval of Minutes: August 27, 2013. Commissioner Spiegel noted a correction to the August 27 minutes: while six Board members were present, the motions made during that meeting noted only five votes. It was decided that approval of the August 27 minutes would be tabled until this correction could be made.

A motion was made by Commissioner Smith, seconded by Commissioner DeFillipo, to table the minutes. In a voice vote, the motion passed unanimously (5-0).

AGENDA ITEM 3 – Review and Approval of the CRA Attorney’s Letter of Engagement. A motion was made by Commissioner Smith, and duly seconded, to bring [the letter of engagement] to the floor.

Ms. Cameau noted that the proposed contract is the same as the previous year’s contract for the CRA Attorney. Its terms are for \$20,000 for the current fiscal year. Ms. Cameau explained that this was a conservative estimate, as only \$16,000 of the previous year’s contract was spent.

Commissioner Smith asked if use of outside counsel was prudent for the CRA, and whether the service provided by the CRA Attorney was beyond the City Attorney’s scope. Ms. Siegel replied that while she attends CRA Board meetings, Mr. Zelkowitz’s additional expertise in dealing with CRA issues may be required in some instances.

A motion was made by Commissioner Smith, seconded by Commissioner Spiegel, to accept [the CRA Attorney’s letter of engagement].

Ms. Siegel clarified that the \$20,000 listed in the letter of engagement includes costs, not fees.

In a voice vote, the motion passed unanimously (5-0).

AGENDA ITEM 4 – Façade Application for 1551 NE 167th Street. A motion was made by Commissioner Smith, seconded by Commissioner DeFillipo, [to approve] the façade application for 1551 NE 167th Street.

Ms. Cameau explained that a façade application was submitted for awnings and lighting in the subject property’s parking lot. When the application was presented to the Redevelopment Advisory Board (RAB), that Board voted to approve expenses of \$9078.95 for the awnings, but did not recommend funding for lighting improvements, as the building in question is a mixed-use structure with rental apartments on its upper floor(s). The RAB felt the parking lot would not be restricted to business use only; in addition, as

businesses typically close at or near 5 p.m., lighting would not be necessary for the parking lot at this location. She noted that the property owner's representative, Roderick Faith, was present to respond to any questions the Board might have, and photographs of the property and awnings in their current state were included in the members' information packets.

Commissioner Spiegel observed that the subject property is in need of structural repairs, including repairs to the awnings' support structures. Roderick Faith, representing the property owner, explained that the current framing would be retained and only the awnings' fabric would be replaced. Commissioner Spiegel pointed out that the framing appears to show rust, and that concrete or stucco seems to be damaged near the entrance of the building. She concluded that more repairs might be necessary in addition to those proposed in the Application. Mr. Faith replied that the repairs would be made by a licensed awning company, and a coating could be used to reduce signs of corrosion in the framing. The awning company did not advise the owner that further structural repairs were necessary.

Commissioner Spiegel explained that her concern was to prevent "throwing good money after bad," as repairs to the building may require more extensive rehabilitation than replacing the awnings. Mr. Faith stated that if the stucco requires repair, this could be accomplished after the awnings are replaced. Chair Vallejo observed that the City's Building Department reviews all applications, and would not recommend approval of a project for a structure not in compliance with City Code.

Commissioner Martell arrived at 6:24 p.m.

Mr. DeFillipo asked if a maintenance plan, including pressure cleaning, was in place for the subject property in order to maintain the integrity of the proposed repairs. Mr. Faith replied that the building would be kept in good condition once repairs are made. He explained that the current state of the awnings was due primarily to the building's upstairs tenants, who have contributed to the fabric's existing damage. He suggested that a sealant may be available to keep the new awnings clean and intact.

Commissioner Smith asked how Mr. Faith had been prompted to submit the Application. Mr. Faith said he had met with Economic Development Consultant Kevin Crowder approximately three months ago, and had previous experience in working with the Building Department. Commissioner Smith explained that she wished to ensure some type of protection that the new awnings would not be damaged, or that sustainable fabric would be used to prevent ongoing damage. Mr. Faith responded that when the current owners purchased the property, several former tenants were evicted, which he felt would put an end to the damage.

Ms. Garcia recommended that the property owners communicate this concern to the building's current tenants in order to help protect the proposed investment. Mr. Faith asserted that memos would be sent to the tenants to inform them of the upgrades.

Commissioner Kramer asked if the bids for the proposed repairs had been investigated and confirmed. Ms. Cameau replied that she had looked into the bidders to confirm how long they had been in business. Commissioner Kramer noted there was a significant discrepancy between the prices listed in the Application, which had been a concern for her. Mr. Faith stated that he had shared this concern, and clarified that the three proposals were for the same scope of work. Ms. Cameau added that the property owner would pay for the repairs and then be reimbursed by the CRA.

Mr. Faith continued that the lighting request for the parking lot is because the business located in the property's commercial space may be open until 7 or 8 p.m. He noted that there is limited parking on the property, and there is currently no lighting at all in the parking area. Commissioner Smith asked if the owner planned to proceed with lighting improvements to this parking lot even though that portion of the Application had been denied. She pointed out that this is a safety concern for the property. Mr. Faith said this was a later priority for the owner.

In a voice vote, the motion to approve the grant request passed unanimously (6-0).

Mr. Zelkowitz clarified that grant funds were approved for the awning repairs only and not for lighting.

AGENDA ITEM 5 – FY2014 Calendar of Meetings. Commissioner Smith requested that the date of the December 2013 meeting be changed, as it falls on December 26. Chair Vallejo suggested that the December meeting be eliminated, with the option of calling a special meeting if necessary. It was determined by consensus that no meeting would be scheduled for December 2013.

Chair Vallejo noted that the League of Cities would meet on Thursday, November 7, at 6 p.m. He encouraged the Board members to attend this meeting if possible.

AGENDA ITEM 6 – Next CRA Board Meeting: November 21st, 2013.

AGENDA ITEM 7 – Adjournment. There being no further business to come before the Board at this time, the meeting was adjourned at 6:34 p.m.

AGREEMENT

THIS AGREEMENT (the “Agreement”) is made and entered into as of the _____ day of December, 2013, 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** a Florida limited liability company (the “CONSULTANT”) having an address at 3109 E. Atlantic Blvd., Suite B
Pompano Beach, FL 33062-5010

RECITALS

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

NOW, THEREFORE, in consideration of thirty seven thousand five hundred and 00/100 Dollars (\$37,500) and the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto 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 consulting services described in the Scope of Services attached hereto as Exhibit “A” and by this reference made a part hereof. The services performed by the CONSULTANT shall only relate to redevelopment activities and economic development in the CRA community redevelopment area.

2.2 The services of CONSULTANT shall only be performed upon the prior 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 represents 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 Compensation Schedule attached hereto as 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 agree 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.

5.3 While the parties acknowledge and agree that the services performed by the CONSULTANT shall only relate to redevelopment activities and economic development in the CRA community redevelopment area, the City of North Miami ("CITY") may request CONSULTANT from time to time perform similar consulting services on an as needed basis, outside the CRA community redevelopment area. In such case, (a) the CONSULTANT agrees to perform such services for the CITY on the same terms and provisions set forth in

this Agreement, in which case, the term CITY shall replace the term CRA as the context may dictate and (b) the compensation for such services shall be paid by the CITY, not the CRA.

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 December 1, 2013 and shall end upon September 30, 2014.

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 its compensation for services performed to the termination date. In the event that CONSULTANT abandons this Agreement or the CRA terminates 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' 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 and save 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, including but not necessarily limited to this Section, provide for indemnification by CONSULTANT and that Florida Statutes may require a specific consideration be given therefore. The parties therefore 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 the party's responsibility to indemnify.

6.5 Insurance. CRA acknowledges that the CONSULTANT is not required to obtain general liability insurance or professional liability insurance during the term of this Agreement; provided, however, in the event that the CONSULTANT obtains general liability insurance or professional liability insurance during the term of this Agreement, the CONSULTANT shall provide the CRA with certificates of such insurance naming the CRA 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. Notwithstanding the fact that the CONSULTANT is not required to obtain general liability insurance or professional liability insurance, 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 but 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 the 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 herein shall be effective unless contained in a written document executed 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 form, 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. If any breach or violation of this provision occurs, the CRA shall have the right to terminate the Agreement at its discretion without any liability.

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:

CRA: Ana M. Garcia, CRA Executive Director
North Miami Beach Community Redevelopment Agency
17011 NE 19th Avenue
North Miami Beach, Florida 33162
Telephone No. (305) 948-2900
Facsimile No. (305) 957-3602

Copy to: Darcee S. Siegel, CRA Attorney
17011 NE 19th Avenue
North Miami Beach, Florida 33162
Telephone No. (305) 948-2939
Facsimile No. (305) 787-6004

CONSULTANT: Kevin S. Crowder
Redevelopment Management Associates, LLC
3109 E. Atlantic Blvd., Suite B
Pompano Beach, FL 33062-5010
Telephone No. (954-695-0754)
Facsimile No. (754-222-8081)

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 are incorporated herein by reference.

6.13 Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

6.14 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Miami-Dade County, Florida.

6.15 Extent of Agreement. This Agreement represents the entire and integrated agreement between the CRA and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral.

6.16 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.

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

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

CRA:

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

By: _____
Ana M. Garcia
Executive Director

Attest:

By: _____
City Clerk

Approved as to form and legal sufficiency:

By: _____
Darcee S. Siegel
CRA Attorney

CONSULTANT:

REDEVELOPMENT MANAGEMENT ASSOCIATES, LLC
a Florida Limited Liability Company

By: _____
Kim Breisemeister
Managing Member

EXHIBIT "A"

**CITY OF NORTH MIAMI BEACH COMMUNITY REDEVELOPMENT AGENCY
CONTINUING BUSINESS ASSISTANCE, ECONOMIC DEVELOPMENT AND REDEVELOPMENT SERVICES**

This Agreement is for the purpose of providing **Business Assistance, Economic Development, Redevelopment and Supplemental Services** related to the aforementioned to the CRA Executive Director's Office.

- 1. SCOPE OF SERVICES** - Monthly CRA support not to exceed 30 hours per month to include:
 - 1.1. Implementation Plan Review (first 60 days) - During the first 60 days of this agreement, the RMA team will meet with CRA staff and City leadership to review the status of the 2012/13 Implementation Plan and develop a 2013/14 Implementation Plan for approval by the CRA Board in December 2013;
 - 1.2. CRA Directed Tasks and Initiatives related to 2013/14 implementation, including but not limited to:
 - 1.2.1. Economic Development
 - 1.2.2. Respond and follow up on inquiries from entrepreneurs, new businesses, investors, developers, and real estate brokers with information about doing business and investing in North Miami Beach;
 - 1.2.3. Update (as needed) the Economic Development and Business Assistance Guide;
 - 1.2.4. Update (as needed) (as needed) Community & Demographic Profile; and
 - 1.2.5. Update at least monthly the commercial real estate listing inventory.
 - 1.2.5.1.
 - 1.2.6. Redevelopment
 - 1.2.6.1. Project Management – RMA will provide consulting and special purpose/project management services for redevelopment initiatives.
 - 1.2.6.2. Incentive Support. RMA will help develop, refine and implement redevelopment incentives.
 - 1.2.7. Marketing
 - 1.2.7.1. Targeted marketing and public relations campaigns
 - 1.2.7.2. Development, design of collateral marketing materials;
 - 1.2.7.3. Social media management and campaign development
 - 1.2.8. Special Events Programming
 - 1.2.9. Public Private Partnership assistance
 - 1.3. Business Assistance Response and Economic Development (ongoing)

Monthly Fees for Task (not to exceed \$37,500 annually) \$3,750.00
Hourly rate above 30 hours per month at RMA hourly rates

- 2. SUPPLEMENTAL SERVICES (OPTIONAL)** - At the direction of the CRA and/or City, RMA may provide additional services to the client, for an additional fee, including but not limited to:
 - 2.1. Marketing
 - 2.1.1. Creation of a Strategic Marketing Plan;
 - 2.1.2. Brand Development and Image and Identity management;
 - 2.1.3. Development and management of special events
 - 2.2. Strategic Planning
 - 2.2.1. RMA can assist the CRA with development of a 5-Year Strategic Plan; and

EXHIBIT "A"

2.2.2.RMA can assist the CRA with development of a supplemental Finance and CIP Plan.

2.3. CRA Staffing Management

2.3.1. RMA can provide CRA Staffing for all or part of CRA operations and activities.

2.4. Planning and Urban Design

2.4.1.RMA can provide CRA assistance with planning and urban design review for specific projects as identified by the CRA;

2.4.2.RMA can evaluate current land development regulations in terms of redevelopment goals.

2.4.3.RMA can provide assistance to the CRA in reviewing specific site plans as proposed for redevelopment.

2.5. Financing Assistance including Bond issue/reissue assistance

2.5.1.RMA can provide assistance with bond development and/or refinancing at the rate of \$195 per hour not to exceed \$5,000.

3. WORK AUTHORIZATIONS

Task 1 Scope of Services will be performed monthly upon authorization of this contract as a continuing service, with signature of this contract serving as authorization to proceed.

Task 2 Supplemental Services will be provided as requested by the CRA. As such, RMA will establish either a written quote for requested services or a work authorization with a not to exceed amount to be approved or consented to in writing by the Executive Director of the CRA prior to performing any services.

4. FEE

TASK 1 - Scope of Services the monthly fee shall be \$3,750.00 paid prior to the 15th of every 1month and shall not exceed \$37,500.00 annually.

TASK 2 – All services performed under Task 2 shall be billed at the RMA hourly rates as follows and shall follow the Work Authorization procedures as outlined in Task 3:

Administrative Assistant	\$ 65.00
Project Assistant	\$ 65.00
Project Coordinator	\$ 85.00
Marketing Coordinator	\$ 85.00
Marketing Director	\$120.00
Associate Planner	\$100.00
Senior Planner/Urban Designer	\$125.00
Financial/Market Analyst	\$125.00
Project Manager	\$125.00
Project Engineer	\$135.00
Senior Associate	\$175.00
Principal	\$225.00



2014 Implementation Plan

Prepared by

RMA

REDEVELOPMENT
MANAGEMENT
ASSOCIATES

IT'S OUR TIME!

This 2014 Implementation Plan proves that it's our time in North Miami Beach and the NMBCRA. The Will Is There, the Players are in Position, and the Timing is Perfect!

It's time for the NMBCRA to be North Miami Beach and North East Dade's vibrant Downtown center of activity and commerce! It's time to demonstrate that North Miami Beach and the NMBCRA are Open For Business! And it's time that every visitor to or through our city know that they are in North Miami Beach!

GUIDING PRINCIPLES

This Plan is based on the direction of the Board of Commissioners of the CRA to utilize the CRA and all available options to spur redevelopment and to especially foster economic development that:

- Attracts new business and investment to the City;
- Continues to provide assistance to existing small businesses and entrepreneurs;
- Provides opportunity for the development of employment opportunities for local residents;
- Is market-driven.

MAJOR THEMES

There are four main themes that should help guide the work of the CRA during 2014, to build on the success of 2013. Initiatives should not only implement the CRA Plan, they should:

- Support implementation of the mixed use overlay zoning;
- Maximize use of the CRA's limited toolbox;
- Publicize and promote anything and everything NMBCRA;
- Support the City's Strategic Planning Effort;

NEXT STEPS

This draft 2014 NMBCRA Implementation Plan recommends initiatives that support the issues and goals that have been identified for the redevelopment efforts of the City of North Miami Beach and the North Miami Beach CRA. Next Steps are:

- City Council / CRA Board will review and discuss this draft and make recommendations for changes, additions and deletions, and approve a final Implementation Plan;
- The Administration will assign initiatives and establish tasks and timelines, and recommend measures to monitor the implementation process.

INTRODUCTION

Due to the hard work of CRA and City staff, and valuable input from the members of the Redevelopment Advisory Board, the CRA Board of Commissioners, and Miami-Dade County, there were many accomplishments in 2013 which have led to a significant increase in interest by developers considering projects in North Miami Beach. The CRA will continue to work to finalize commitments from private developers and will work with City staff to implement zoning recommendations that can capitalize on the new developer interest.

KEY 2013 ACCOMPLISHMENTS

- Gathered critical feedback from stakeholders and investors at the Economic Summit;
- Created a business assistance guide for new businesses;
- Implemented a market research program to assist investors and new and existing businesses;
- Began a monthly CRA newsletter;
- \$153,300 Beautification Project for 163rd Street
- Worked with Fulford Church on their county waiver request for the sewer project;
- Promoted the CRA as a good investment location at events such as the ULI / South Florida Regional Transportation Authority Developer's Forum;
- Conducted a survey of stakeholders;
- Created content for an economic development section of the City/CRA's website;
- Parkview Business Center, which includes the Hyatt Hotel and office and retail space received site plan approval from the City Council;
- Assisted Wing Stop to help expedite the opening of their 163rd Street location;
- The CRA Board created much-needed incentive program eligibility requirements and program guidelines;
- The CRA Board created the Tax Increment Rebate Program;
- Worked with the Community Development Department to begin the mixed-use zoning amendments to target new investment;
- Met with major property owners to discuss existing and potential incentives.
- Generated interest in redevelopment or joint venture projects from three anchor site property owners that are now either looking for a developer partner or have hired an architect;
- Created and maintain an online directory of commercial property that is for sale and for lease and of businesses for sale;
- The City Council eliminated the nine-month waiting period for Comprehensive Plan and zoning amendments;
- Worked with property owners and their architects that are planning projects on 163rd Street on West Dixie Highway, and on 19th Avenue;
- The CRA Board approved the creation of a Tenant Improvement Grant Program;
- Successfully promoted the Façade Program to property owners, including Lorenzo's Market which will apply in 2014;

FOCUS AREAS

1. ORGANIZATIONAL AND OPERATIONAL ENHANCEMENTS

This is a new focus area that is intended to make sure that the CRA can continue building on the successes of 2013 and implement the vision of the CRA Board. The Board has established new incentive programs, and has implemented policies and approved projects to move the CRA forward. The level of interest in investing in the CRA continues to grow, and market timing appears to be headed in the right direction. A review of the CRA's organizational structure and operations is appropriate to improve efficiency and ensure that the CRA's mission is implemented with maximum result with the CRA's limited resources.

2. IMPROVING THE CITY'S IMAGE AND CREATING & PROMOTING AN IDENTITY THAT ENCOURAGES BUSINESS INVESTMENT

There is a range of issues that have been identified that relate to image and identity, including the City's reputation in the development community, the need for responsiveness to interested companies, and the lack of a "sense of place."

3. ATTRACTING NEW BUSINESSES, DEVELOPMENT AND MAJOR CAPITAL INVESTMENT

Attracting new business and major development is the primary theme for 2013 and 2014. The issues mainly deal with the lack of development, and how to encourage and promote new development and investment.

4. ASSISTING EXISTING SMALL BUSINESSES AND ENTREPRENEURS

The core of Economic Development is Business Retention and Expansion, and although the mission of a redevelopment plan is targeted more toward new investment and new businesses, the Board acknowledged the importance of the businesses that have already made an investment in North Miami Beach and their desire to make sure that these businesses can take part in the revitalization that the CRA Plan envisions.

IMPLEMENTATION PLAN. ISSUES, GOALS AND INITIATIVES

1. Focus Area: Organizational and Operational Enhancements

1.1. Issue: The CRA's TIF has not yet recovered from the economic downturn.

1.1.1. Goal: Stabilize the CRA's Finances;

1.1.1.1. Develop a Five-Year Finance Plan for the CRA;

1.1.2. Goal: Ensure that the CRA Plan realistically matches the CRA's limited resources;

1.1.2.1. Review the CRA's operational structure and identify strategies to enhance the ability to meet the needs of the community with limited personnel and resources.

1.1.2.2. Review the CRA Plan's policies and procedures to ensure that they are adequate, and draft Plan Amendments for items that should be updated;

1.1.2.3. Review the CRA Plan to identify irrelevant information that should be removed;

1.1.2.4. Update the CRA Plan by amending it into a leaner, actionable and accountable document;

2. Focus Area: Improving the City's Image and Creating and Promoting an Identity that Encourages Business Investment

2.1. Issue: The City and CRA do not have a strong sense of identity.

2.1.1. Goal: Improve the City's business reputation;

2.1.1.1. Continue responsiveness to businesses and investors;

2.1.1.2. Improve the website.

2.1.1.3. Continue improving the development process.

2.1.2. Goal: Improve the City and CRA's business development-related public relations;

2.1.2.1. Implement a marketing program;

2.1.2.2. Develop a program of special events to attract attention and bring businesses, developers and customers to North Miami Beach;

2.1.2.3. Enhance and expand the CRA's newsletter.

2.1.3. Goal: Improve the City and CRA's "Sense of Place";

2.1.3.1. Implement the Wayfinding Program;

2.1.3.2. Develop a marketing program that puts the NMB CRA "on the map" for new businesses and investors;

2.1.3.3. Develop a master plan for construction and financing of public realm improvements.

2.2. Issue: Interest by developers in doing projects in North Miami Beach and the CRA has risen significantly in the past 12 months.

2.2.1. Goal: Capitalize on the growing perception that North Miami Beach is "Open for Business"

2.2.1.1. Build support for the mixed use zoning program;

2.2.1.2. Promote all available CRA tools;

2.2.1.3. Identify and promote local redevelopment success stories;

2.2.1.4. Promote the future Tri-Rail Coastal Station.

3. Focus Area: Attracting New Businesses, Development and Major Capital Investment

3.1. Issue: Redevelopment and new business investment has not taken place as envisioned.

3.1.1. Goal: Attract a large project that can be both a generator of TIF and also spur additional investment;

3.1.1.1. Assist developers as they work toward solid commitment for a project.

3.1.2. Goal: Increase commercial development along 19th Avenue, West Dixie Highway, 163rd Street, and 15th Avenue;

3.1.2.1. Implement the Mixed Use Overlay Zoning;

3.1.2.2. Revise the mixed use and design standards for the FCC district;

3.1.2.3. Identify infrastructure capacity and concurrency to update the CRA's capital improvement program.

3.1.3. Goal: Create partnerships between property owners that encourage land assembly and profitable development;

3.1.3.1. Identify publicly-owned parcels for potential sale or joint venture;

3.1.3.2. Work with property owners and developers on joint venture developments.

4. Focus Area: Assisting Existing Small Businesses and Entrepreneurs

4.1. Issue: Many existing businesses have not made significant reinvestments in their operations.

4.1.1. Goal: Encourage local business reinvestment;

4.1.1.1. Identify specific issues for targeted Code Enforcement;

4.1.1.2. Identify resources to assist property and business owners to address code enforcement, parking and infrastructure issues;

4.1.1.3. Work with Miami-Dade County to improve code enforcement in the unincorporated areas along 163rd Street.

4.2. Issue: Many existing businesses are struggling.

4.2.1. Goal: Continue to provide assistance to small business to retain them in the City;

4.2.1.1. Expand outreach to local businesses to inform them that resources are available;

4.2.1.2. Improve the marketing and targeting of the Façade Program to increase its effectiveness;

4.2.1.3. Implement the Tenant Improvement Grant Program.



North Miami Beach
Community Redevelopment Agency
Interior Improvement Grant Program
Application Package



Program Description, Requirements, and Guidelines

Intent

The Interior Improvement Grant Program seeks to make the commercial properties located within the Community Redevelopment Area of the North Miami Beach Community Redevelopment Agency (NMB CRA) financially competitive compared to those in neighboring cities. Through the submittal of the Interior Improvement Grant Application qualified new owners or tenants of commercial properties may be awarded financial assistance in the form of a grant distributed as a reimbursement for the eligible building or site improvements that contributes to the physical, economic, social, and aesthetic enhancement of the NMB CRA Community Redevelopment Area. The improvements must comply with Section 8.2 of the NMB CRA Redevelopment Plan, Direct Financial Incentives to Stimulate Property Improvements.

The Interior Improvement Grant Program provides a supplement of up to the **lesser of 50% of the property owner's Tenant Improvement (T.I.) allowance or \$10 per square foot of T.I. assistance, up to a maximum of \$25,000**. All improvements must be in compliance with any and all applicable codes, design standards, and all other restrictions of the City of North Miami Beach. Every Interior Improvement Grant Applicant must be approved by the NMB CRA Board, and is subject to funding availability.

Eligibility

The Interior Improvement Grant Program funds are available to qualifying commercial property owners or tenants within the NMB CRA Community Redevelopment Area (See attached map). Grants are intended for **new business operation only, not rehabilitation and/or restoration. Expansion of an existing business qualifies if the expansion results in a square footage increase of at least 50%.**

- Property owner must match the NMB CRA's investment on a one-to-one basis, or lease concessions of equal or greater value
- Maximum award of \$25,000
- Supplement of up to \$10 per square foot
- Property must be free of all liens, judgments, violations, and/or citations
- Tenant lease must be for a term of at least five years from the time of application

The Interior Improvement Grant Program funding may be budgeted annually by the NMB CRA Board and will be awarded on a first-come, first-serve basis. Targeted areas and/or uses may be refined or changed in order to respond to market conditions and provide concentrated positive impact.

Applicants must complete all required application forms and submit the completed application package to the NMB CRA in order to be considered for assistance.

EXHIBIT "A"

Applications will be considered only if they meet all of the following eligibility criteria:

- The project must be located within the NMBCRA's Community Redevelopment Area and must facilitate the redevelopment activities as identified in the adopted NMBCRA Plan. (Map attached)
- Project must be completed within 180 days of award, unless a written extension is requested of and granted by the NMBCRA Board.
- New businesses must have the appropriate and active local business tax receipt(s) and be in compliance with City codes at completion of the project.
- Property must be current in water/sewer/garbage, and tax bills, and without City liens, judgments, violations, open permits or outstanding bills at time of application, approval, and completion, and as a condition of final payment by the NMBCRA.
- All design, materials, and colors, as well as plant material shall be subject to City of North Miami Beach guidelines and rules in effect at the time of application.
- Project and application must be approved by Community Development, NMBCRA Board and Building Division. Project may be subject to Planning and Zoning Board and City Council approval. Recipient is responsible for acquiring all required permits and approvals necessary for the project.
- Labor expenses are eligible only when performed by a licensed contractor in good standing in Miami-Dade County. All quotes/bills /invoices must reflect the contractor's license number. Applicants are encouraged and will be given preference in utilizing local vendors.
- Grants shall not exceed \$25,000 or one-half of the improvement cost, whichever is less and shall require an affirmative vote of a majority of a quorum of the NMBCRA Board.
- Tenant applicants must provide copy of executed lease to ensure compliance with the 5 year term requirement.
- Properties may be eligible to receive an Interior Improvement Grant, as well as another potential incentive grant offered by the NMBCRA as long as the maximum amount received at the property does not exceed a total amount of \$25,000.00.
- Notwithstanding the foregoing, the NMBCRA Board shall maintain jurisdiction and authority to increase the maximum awarded amounts on any one property.

Application Period

It is the intent of the NMBCRA to provide access to this incentive program during FY 13/14 (October 1, 2013 to September 30, 2014). All applications must be complete and submitted within this period. Complete applications will be processed by CRA staff and presented at the next Redevelopment Agency Board (RAB) and CRA Board meeting for consideration. The CRA staff shall evaluate the status of applications 6 months after the program has been publicly noticed and shall report to the CRA Board regarding the funding level available.

Eligible Improvements

- Electrical repairs/upgrades
- HVAC repairs/upgrades

EXHIBIT "A"

- Fire Prevention/upgrades
- Plumbing
- Dry Wall
- Feature Walls
- Flooring
- Windows and Doors
- Lighting
- ADA improvements

Program Requirements and Regulations

- NMB Applicants must ensure that all required permits and approvals are obtained (Building, Zoning, Architectural, and all other applicable) for all improvements as a part of the Interior Improvement Program.
- The applicant must certify by letter signed by owner that there are no city liens, judgments, violations, and/or citations on the property.
- Applicant must obtain and submit three bona fide bids from appropriately Miami-Dade licensed bidders for the work to be completed under this program. The lowest of the three bids will be the one chosen. If circumstances dictate that three bids are not reasonably attainable the staff may recommend and the NMBBCRA Board may waive this requirement.
- Any changes or alterations to the approved project plan must be approved by the applicable governmental and City department such as City Planning, Building, Engineering, or any other government entity or outside agency which has jurisdiction over the project.
- No work on a residential portion of a commercial building

Failure to complete the improvements in a timely manner may result in the property owner losing the grant reimbursement opportunity. .

Final Payment Regulations

1. This program is structured as a final payment grant in the form of a reimbursement. All work must be completed by the applicant and CC (Certificate of Completion) or CO (Certificate of Occupancy) must also be completed prior to the NMBBCRA's funds being released. The NMBBCRA will provide final payment to the grantee upon submittal of a completed Final Payment Request and final inspection by a NMBBCRA representative.
2. The Final Payment Request shall be summarized in a report and accompanied by proper documentation. Proper documentation will consist of project accounting including invoices, receipts or other acceptable evidence of payment due from suppliers and licensed contractor(s) that commit to a "release of lien" upon final payment signed by each. Proposals for "work to be completed" or "bids" are not considered proper documentation.
3. **An IRS W9 form from your company/business is required in order to properly issue payment.**
4. Grantees may not submit interior work improvements for payment which have been used as payment requests in any other grant program offered by the NMBBCRA, City, County or the State of Florida. The

EXHIBIT "A"

Interior Improvement Grant program will honor only new expenditures that have not been submitted under other grant programs.

5. Grantees shall grant the NMBBCRA and/or the City of North Miami Beach the right and use of photos and project application materials.
6. Upon submission of this application, the property owner agrees that the grant funds, in their entirety, will be returned to NMBBCRA if the property is sold within four 4 years of the completion date of the project funded by the grant. The property owner further agrees to execute, prior to the award, a covenant or other instrument which will be recorded as an encumbrance upon the property for 4 years from the project completion date.

NOTE: The City reserves the right to conduct onsite inspections for compliance or progress at any given time.

NOTE: Applicant is required to enter into a Grant Agreement.

Process

Qualified applicants must schedule an appointment with the NMBBCRA staff prior to preparing an application for submittal. The NMBBCRA office is located at **17011 NE 19th Avenue, 4th Floor, North Miami Beach, FL 33162**. Appointments may be made by calling **305-787-6053**.

Within 15 business days of application submittal, the NMBBCRA staff will review the application for completeness. A post-application submittal conference will be held with the applicant to discuss any deficiencies or issues with the applicant. At this time, the NMBBCRA staff may request that the applicant provide additional information.

Within 30 business days of receiving the completed application, the NMBBCRA staff or his designee will review the application and prepare a recommendation for the NMBBCRA Board. The applicant will also be sent a copy of the recommendation.

The NMBBCRA Board will consider the application and project for approval at a meeting of the RAB and NMBBCRA Board. The applicant will be notified in writing of the NMBBCRA Board's decision, including a Notice to Proceed or denial within 15 business days of the Board's decision to give conditional approval contingent upon approval of all City, County, or state permits required, or deny the application.

North Miami Beach CRA Interior Improvement Grant Application

Date _____

Name and Type of Business

Location of Business

(Street address, name of building if applicable)

Name/Address of Property Owner

Property Owner Phone

Property Owner Email Address

Name/Address of Tenant

Tenant Email Address

Tenant Phone

Property Folio # (s)

Total Cost of Project \$ _____

Requested Grant Amount \$ _____

General description of proposed improvement:

- Electrical repairs/upgrades
- HVAC repairs/upgrades
- Fire Prevention/upgrades
- Plumbing
- Dry Wall
- Feature Walls
- Flooring
- Windows and Doors
- Maintenance repairs/upgrades
- Lighting
- ADA improvements

APPLICATION MUST BE ACCOMPANIED BY THREE (3) BONA FIDE BIDS FROM LICENSED MIAMI-DADE CONTRACTORS FOR THE WORK TO BE COMPLETED UNDER THIS PROGRAM. THE LOWEST OF THE THREE BIDS WILL BE CHOSEN.

Signature of Property Owner _____

Print Name of Property Owner _____

Date _____

Proposed Scope of Work

Please provide a brief, general description of the work to be performed, materials to be used, color and material samples (if applicable).

- **Electrical repairs/upgrades**
- **HVAC repairs/upgrades**
- **Plumbing**
- **Dry Wall**
- **Feature Walls**
- **Flooring**
- **Windows and Doors**
- **Maintenance repairs/upgrades**
- **Lighting**
- **ADA Improvements**
- **Other Proposed Use**

Attachments:

The following attachments are required:

- Current survey of property
- Site Plan
- Existing Elevation Drawings/Pictures
- Proposed Elevation Drawings/Renderings
- Schematic drawings illustrating proposed work, or pictures with project description outlines.
- Permitting Department Review.
- Three bids for work to be completed.

Grant Funds Usage

PLEASE NOTE: ARCHITECTURAL FEES, SURVEY FEES, PERMIT FEES, ETC ARE NOT ELIGIBLE FOR REIMBURSEMENT.

Electrical repairs/upgrades:	\$
HVAC repairs/upgrades:	\$
Fire Prevention/upgrades:	\$
Plumbing:	\$
Dry Wall	\$
Feature Walls:	\$
Flooring:	\$
Windows and Doors:	\$
Lighting:	\$
ADA improvements:	\$
Total Project Cost:	\$
Amount Requested	\$
(Not to Exceed 50% of Total Project Cost)*:	\$

**Grantee is solely responsible for securing & paying for any permits*

I hereby submit this application for a Interior Improvement Grant. I understand that these must be approved by the City of North Miami Beach CRA and no work should begin until I have received written approval from the CRA. I also understand that the grant funds will not be paid until the project is completed and a CC or CO is obtained.

Signature of
Property Owner _____

Date _____

Please submit this checklist as part of your application

**NOTICE TO APPLICANTS:
THE NMB CRA AND THE CITY OF NORTH MIAMI BEACH MAY REQUIRE THE FOLLOWING:**

Improvements

- Provide a color rendering of proposed interior layout, if applicable.
- Provide diagrams of all applicable items from Improvements listed above.
- Provide building and construction details, diagrams, and signed and sealed engineering or architectural drawings, as appropriate in accordance with City requirements.
- Submit three written bids from licensed contractors.

INDEMNITY AND HOLD HARMLESS AGREEMENT

_____ (the Property Owner) agree(s) to indemnify and hold harmless The City of North Miami Beach and the North Miami Beach CRA and their officers, employees, agents or instrumentalities (the indemnified parties), from any and all claims, liabilities, demands, suits, causes of actions or proceedings of any kind or nature, losses or damages including attorneys' fees and costs of defense, which the indemnified parties may incur arising out of the negligence, error, omission, intentional acts, or other cause arising out of or resulting from the Property Owner's participation in the North Miami Beach CRA Interior Improvement Grant Program. The obligation to indemnify and hold harmless specifically includes claims, liabilities, demands, suits, causes of actions or proceedings arising from the negligent acts or omissions of the indemnified parties. The Property Owner shall pay claims and losses in connection with the all of the foregoing and shall investigate and defend all claims, suits, or action of any kind or nature, including appellate proceedings in the name of the applicable indemnified party, and shall pay all costs and judgments and attorney's fees which may issue thereon. The parties agree that this agreement, and its underlying obligations, will be construed under Florida law. The Property Owner further agrees not to contest jurisdiction nor venue in the courts situated in Miami-Dade County, Florida. In consideration of being granted monies for restoration, modifications, signage, or other physical changes to the property located at the above address, the Property Owner is solely responsible for providing contractors, and assuring that contractors are fully insured and licensed and have obtained all necessary permits in accordance with City regulations.

Property Owner agrees that this indemnity and hold harmless agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida and that if any portion of the agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Property Owner further states that he/she has carefully read the above indemnity and hold harmless agreement and he/she knows its contents and signs this agreement as his/her own free act. Property Owner's obligations and duties hereunder shall in no manner be limited or restricted by the maintaining of any insurance coverage related to the above referenced event. The undersigned hereby represents and warrants that he/she has full and legal authorization to enter into this agreement.

Dated this _____ day of _____, 20____.

Property Owner
Signature _____ Print Name _____

Witness _____ Print Name _____

CRA POLICY RESOLUTION NO. 2013-6

A RESOLUTION OF THE NORTH MIAMI BEACH COMMUNITY REDEVELOPMENT AGENCY BOARD APPROVING INCENTIVE GUIDELINES FOR THE INTERIOR IMPROVEMENT GRANT PROGRAM; AUTHORIZING THE CRA EXECUTIVE DIRECTOR TO TAKE ANY AND ALL ACTIONS NECESSARY TO IMPLEMENT SUCH GUIDELINES IN ACCORDANCE WITH THE BOARD'S INTENTIONS AND APPROVALS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the North Miami Beach Community Redevelopment Agency ("CRA") desires to approve certain Incentive Guidelines for its newly created Interior Improvement Grant Program in order to better implement certain redevelopment activities in accordance with its Redevelopment Plan and its overall goal of eliminating slum and blight within the CRA; and

WHEREAS, the proposed Incentive Guidelines for the Interior Improvement Grant Program are consistent with Section 8.2 of the Redevelopment Plan - Direct Financial Incentives to Stimulate Property Improvements.

NOW, THEREFORE,

BE IT RESOLVED by the Chair and Board Members of the North Miami Beach Community Redevelopment Agency:

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

Section 2. The CRA hereby approves the Project Incentive Guidelines for Interior Improvement Grant Program in the form attached hereto as Exhibit "A".

Section 3. The CRA Executive Director is authorized to take any and all actions necessary to implement such incentives in accordance with by the CRA Board's intentions and approvals .

Section 4. This Resolution shall take effect immediately upon approval.

PASSED AND ADOPTED by the Chair and Board Members of the North Miami Beach
Community Redevelopment Agency, this _____ day of December, 2013.

ATTEST:

NORTH MIAMI BEACH COMMUNITY
REDEVELOPMENT AGENCY

CITY CLERK

GEORGE VALLEJO, CHAIR

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

DARCEE S. SIEGEL
CRA ATTORNEY