



**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

**September 30, 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: August 28, 2014
- 4. Action Item:** Approve Commercial Façade Improvement Program Grant Application – Law Office of Ivan Schertzer (16211 NE 18th Avenue)
- 5. Action Item:** Approve CRA Board Meeting Schedule for FY 2014/2015
- 6. Action Item:** Approve Letter of Agreement for Redevelopment Management Associates for consulting services for the NMB Community Redevelopment
- 7. Action Item:** Approve Letter of Engagement with Gray Robinson Attorneys at Law
- 8. Executive Director's Report:** Update on CRA Activities
Workshop Meeting: August 19, 2014
- 9. Next CRA Board Meeting:** October 23, 2014
- 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 RACHEL BACH, CITY CRA EXECUTIVE DIRECTOR ANA GARCIA, FINANCE DIRECTOR JANETTE SMITH

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

TYPE OF MEETING: BUDGET HEARING **DATE:** AUGUST 28, 2014

MINUTES

AGENDA ITEM 1 - Call to Order / Roll call: 6:30 p.m.

Roll Call: Roll was taken at 6:36 p.m. and it was noted a quorum was present.

AGENDA ITEM 2 – Approval of Minutes: February 27, 2014. A motion was made by Commissioner Martell, seconded by Commissioner DeFillipo, to approve. In a voice vote, the motion passed unanimously (5-0).

AGENDA ITEM 3 – Approval of Minutes: June 19, 2014. A motion was made by Commissioner Martell, seconded by Chair Vallejo, for approval. In a voice vote, the motion passed unanimously (5-0).

AGENDA ITEM 4 – Presentation of the NMB CRA FY 2014-15 Budget. Ms. Bach recalled that some of the items included in the proposed fiscal year (FY) 2014-15 budget were first presented to the Commissioners at a visioning workshop. She also noted that members of the Redevelopment Management Associates (RMA) team attended the recent International Council of Shopping Centers conference, at which they received very positive feedback on the City's redevelopment.

Ms. Bach reviewed the FY 2014-15 budget, noting that the upcoming year's revenue projections are very different from the current year's revenue due to the recent payment on the CRA's \$3.6 million loan. This will leave more funding available for various uses. Approximately \$578,000 from the current budget year will carry over into FY 2014-15. Both City and County tax increment financing (TIF) revenues are expected to increase in 2014-15, and in the following year as well. Ms. Bach explained that the interest on investments does not include interest on the loan proceeds, which is a separate account and will decrease significantly due to the repayment of \$3.6 million. City Finance Director Janette Smith clarified that interest rates are expected to rebound in the coming year, and it is anticipated that losses to the City's bond portfolio will be recouped.

Commissioner Pierre arrived at 6:48 p.m.

Ms. Bach summarized the proposed operating budget, noting that no change is expected in grants or incentives for the coming year. Some of the programs to be funded include the following:

- CRA Plan update, including costs and financing strategies;
- Marketing, including additional real estate-related events;
- Assistance in negotiations for public-private partnerships;
- Property improvement grants.

Ms. Bach pointed out that property improvement grants will be specifically targeted next year, although their amounts will not change. Improvements on West Dixie Highway and 163rd Street will also be targeted, as there are capital improvements and highway beautification efforts planned for both these corridors. RMA plans to meet with property owners in the West Dixie Highway area to encourage them to make collective improvements, such as façade, lighting, and parking lot renovations.

The capital budget sets aside funds for infrastructure improvements, although these funds are not designated to a

specific project at this time. Funds are recommended for use in streetscape, utility, and right-of-way improvements along West Dixie Highway, and are already encumbered to assist businesses with the sanitary sewer project on 163rd Street and NE 21st Street. The agreement for this project is currently in process with Miami-Dade County. \$45,000 is also allocated for streetscapes, landscaping, banners, and other improvements along Hanford Boulevard. Ms. Bach clarified that the improvements planned for West Dixie Highway would be funded as a stand-alone project, using \$135,000 from the \$424,900 line item if the City retains RMA to facilitate this project.

The Board reviewed the CRA's current contract with RMA, which includes \$65,000 for CRA management services in the current fiscal year, as well as an additional \$10,000 contract with RMA for public-private partnership facilitation. There is also a separate overlay contract between RMA and the City. The \$135,000 contract proposal for FY 2014-15 includes a menu of additional and optional services which may be selected by the CRA. RMA will not continue to act as transitional administrative staff under the proposed \$135,000 contract, but will cede these operational responsibilities to CRA Staff and act only in a project management capacity. The line item budget specifies \$65,000 for RMA's contractual services, of which \$35,000 will be used to update the CRA Plan and Finance Plan. It was clarified that not all the prospective services listed in the contract would be carried out by RMA.

The Board also discussed other line items in the budget, including legal services and costs up to \$21,500 and capital and infrastructure improvements, which will include planning, feasibility analysis, and design as well as physical work on the improvements themselves. It was also noted that the \$65,000 line item for contractual services could be allocated for other services as well as RMA if the Board wished. The members also reviewed the salary costs included in operating expenses, which are divided into 75% of salary in the CRA budget and 25% under administrative expenses, as administrative salaries are limited by County regulations.

Chair Vallejo stated that he was in agreement with targeting the Hanford Boulevard and West Dixie Highway areas for capital projects, but pointed out that he would like to ensure most of the \$424,900 for capital projects are spent on tangible improvements. There was also discussion of branding within the CRA, which Ms. Garcia advised would need to be compatible with the branding used by the City as a whole.

Ms. Bach concluded that the previous year's total budget was \$5.37 million; the FY 2014-15 budget will be significantly leaner at \$1.2 million following repayment of the loan. She noted that \$800,000 of this budget will go specifically toward the implementation of projects rather than planning or feasibility.

Commissioner Martell made a motion, duly seconded, to approve CRA Policy Resolution 2014-03. In a voice vote, the motion passed unanimously (6-0).

AGENDA ITEM 5 – Next CRA Board Meeting: September 25, 2014. Upon further discussion, it was decided that the September 25 meeting would be rescheduled for a date to be determined.

Ms. Garcia noted that there are also three upcoming workshops planned to discuss the proposed zoning overlay. The workshops will be held on the following dates:

- Monday, September 15, 2014, 6:30 p.m. at the McDonald Center;
- Monday, September 22, 2014, 6:30 p.m. at Eden Isles;
- Monday, October 6, 2014, 6:30 p.m. at Highland Village Park.

It was noted that these dates will also be listed on the City's website.

AGENDA ITEM 6 – Adjournment. There being no further business to come before the Board at this time, the meeting was adjourned at 7:31 p.m.



MEMORANDUM

TO: Chair and Board of Commissioners

FROM: Ana M. Garcia, Executive Director

VIA: Rachel Bach, CRA Consultant

DATE: September 30, 2014

RE: Façade Improvement Grant – Law Offices of Ivan Schertzer – 16211 NE 18th Avenue

BACKGROUND:

At the CRA Board meeting on February 27, 2014, the Board approved a Façade Improvement Grant in the amount of \$15,280 for the Law Office of Ivan Schertzer for exterior improvements including painting, signage, ADA compliant ramp, parking lot improvements, demolition and electrical work. At the time of submittal, the applicant was unsuccessful in obtaining bids for landscaping and lighting to complete the parking lot improvements proposed as part of the overall exterior improvements. At that meeting, the CRA Board told the applicant they would be eligible to apply for a second grant for landscaping and lighting to complete the overall improvements.

At this time, the Law Office of Ivan Schertzer is submitting a second application for landscaping and lighting. The total cost of the improvements is anticipated at \$16,796, qualifying them for a grant in an amount not to exceed \$8,398, to complete the exterior improvements to the property located at 16211 NE 18th Avenue.

If approved, the combined total of both grant applications is \$23,778. The maximum amount allowed per property under the Façade Improvement Grant Program is \$25,000.

RECOMMENDATION:

Staff recommends approval of the grant in an amount not to exceed \$8,398 for the Law Office of Ivan Schertzer, located at 16211 NE 18th Avenue for landscaping and lighting. The Redevelopment Advisory Board viewed the full scope of improvements at its February 20, 2014 meeting, at which it recommended approval of the first phase. In addition, the Applicant further requests extension of reimbursement on their first application (approved February 27, 2014) as they could not complete all improvements until this application went before Board for approval.

FISCAL IMPACT:

In the FY2013/2014 Budget, \$130,000 was allocated to the Façade Improvement Program. After encumbrances and expenditures, there remains a balance of \$52,380. If approved, there will be a balance of \$43,985 for the remainder of FY2013/2014.

North Miami Beach CRA Facade Improvement
Grant Application

Date 9/4/14

Name and Type of Business

LAW OFFICE OF IVAN SCHERTZER

Location of Business

(Street address, name of building if applicable)

16211 NE 18TH AVE
NORTH MIAMI BEACH, FL 33162

Name/Address of Property Owner

IVAN SCHERTZER

Property Owner Phone

786-271-1503

Applicant's Mailing Address

P.O. BOX 600428
NMB, FL 33160

Email Address

ischertzer@yahoo.com

Property Folio # (s)

07-2216-016-0520

Total Cost of Project \$

~~25,376.00~~

16,796

ADA RAMP IMPROVEMENT
LANDSCAPING
LIGHTING

Requested Grant Amount \$

* ~~9,170.00~~

8,398

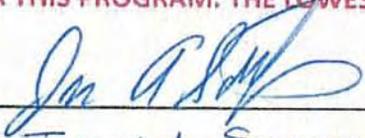
AMOUNT IN EXCESS OF 99720 WOULD EXCEED
\$25,000 LIMIT

General description of proposed improvement:

- Facade
- Siding
- Walls/Fencing
- ADA improvements
- Pedestrian amenities
- Windows/Doors
- Awnings/Canopies
- Lighting
- Painting
- Signage
- Detached monument signs
- Sidewalks/Surface Parking
- Landscape

Other details: Attach sheet if needed.

APPLICATION MUST BE ACCOMPANIED BY THREE (3) BONA FIDE BIDS FROM LICENSED 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 _____ IVAN A. SCHERTZLER

Date 9/4/14

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).

- Exterior Walls (Includes facade (if applicable) structural, decorative and non-functional elements)
- Siding
- Windows/Doors
- Awnings/Canopies
- Walls/Fencing
- Lighting
- Painting
- ADA Improvements

X ARCHITECTURAL PLANS
INCLUDE LIGHTING, PARKING,
AND LANDSCAPING AND
ARE IN COMPLIANCE WITH
CITY PLANNING REQUIRE-
MENTS

PLANS PROVIDED BY:
LAWRENCE SIMON

- **Signage/Detached Monument signage**
- **Sidewalk/Surface Parking Improvements**
- **Pedestrian Amenities**
- **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.

Signage Cost: \$
 Removal New Altered/Repaired

Awning Cost: \$

Painting Cost: \$
Square feet _____

Cosmetic Alteration Cost: \$
Describe:

Other Cost:

~~ADA COMPLIANT RAMP~~ \$ ~~_____~~ - no applicable (Part of Phase I)

LIGHTING \$ ~~_____~~ 8,201

LANDSCAPING INCL. SPRINKLER SYS REPAIR \$ 8,595

Structural Alteration Cost: \$
Describe:

Total Project Cost: \$ ~~_____~~ 16,796

Amount Requested \$ ~~_____~~ 8,398
(Not to Exceed 50% of Total Project Cost)*: \$ (DOES NOT EXCEED \$25K MAX FOR ENTIRE PROJECT)

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

I hereby submit this application for a Facade 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 Applicant/
Property Owner Jan R. Smith

Date 9/4/14

Please submit this checklist as part of your application

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

Improvements

SIGNS/DETACHED MONUMENT SIGN:

- Provide a color rendering of the design chosen.
- Include specifications as to the size and width of the sign.
- Note how and where the sign will be hung on the building.
- Make sure the design and size comply with City codes.
- Submit at least three written bids from sign companies.

AWNINGS:

- Provide information about color and style of awning chosen. Remember, awning selection must take into account the architectural style of the building.
- Note where awning will be placed on building.
- Provide sample of material and color rendering.
- Submit three written bids as required.

PAINT: (provide color rendering)

- Provide samples of the colors chosen.
- Mark the location of body colors and accent colors.
- Submit three written bids as required.

COSMETIC IMPROVEMENTS:

- Provide pictures and/or samples of the accessories (such as lighting, planter boxes, etc.)
- Submit written bids from three licensed contractors.

STRUCTURAL AND EXTERIOR FACADE ALTERATION:

- Provide a rendering of major changes.
- Provide all applicable items from Minor Improvements list 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

IVAN SCHERTZER (the Property Owner) agree(s) to indemnify and hold harmless the City of North Miami Beach and the North Miami Beach Community Redevelopment Agency and their elected officials, commissioners, officers, employees, agents or instrumentalities (collectively 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 (at both the trial and appellate levels), which the Indemnified Parties may incur arising out of the negligent acts, errors, omissions, intentional acts, or any other cause in connection with, related to or resulting from the Property Owner's participation in the North Miami Beach CRA Facade Improvement Grant Program including but not limited to, any claims for personal injury or property damage from the work performed as part of the project and including, without limitation, any third party claims and claims made by or against Property Owner's contractors and their subcontractors. The obligation to indemnify and hold harmless specifically includes claims, liabilities, demands, suits, causes of actions or proceedings arising from the acts or omissions of the Indemnified Parties including the failure of the North Miami Beach Community Redevelopment Agency to fund the grant due to funding unavailability for any reason. 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 and costs which may issue thereon at both the trial and appellate levels. The parties agree that this Indemnity and Hold Harmless 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 subcontractors, and assuring that contractors and subcontractors are fully insured and licensed and have obtained all necessary permits in accordance with City and County 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/it has carefully read the above Indemnity and Hold Harmless Agreement and knows its contents and signs this Agreement as Property Owner's 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 and be obligated thereby.

Dated this 4th day of SEPTEMBER 2014.

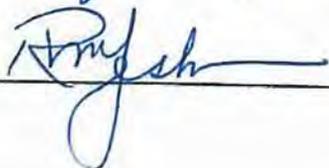
Property Owner
Signature



Print Name

IVAN A. SCHERTZER

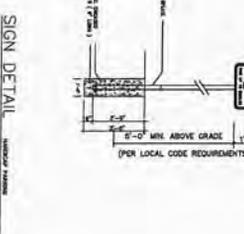
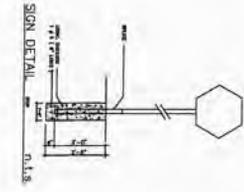
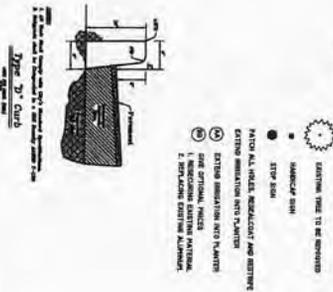
Witness



Print Name

R.M. YESHUA

SITE PLAN scale 1/8"=1'-0"



LANDSCAPE PLAN scale 1/8"=1'-0"

symbol	quantity	landscaping/landscape name	specification
sp1	2	spacious container/planting site palm	18" dia. x 18" x 18" o.c.
sp2	2	standard palm	12" dia. x 12" x 12" o.c.
sp3	2	seal/landscape	12" dia. x 12" x 12" o.c.
sp4	2	fringe material/evergreen plant	12" dia. x 12" x 12" o.c.
sp5	2	fringe material/evergreen plant	12" dia. x 12" x 12" o.c.
sp6	2	fringe material/evergreen plant	12" dia. x 12" x 12" o.c.
sp7	2	fringe material/evergreen plant	12" dia. x 12" x 12" o.c.
sp8	2	fringe material/evergreen plant	12" dia. x 12" x 12" o.c.
sp9	2	fringe material/evergreen plant	12" dia. x 12" x 12" o.c.
sp10	2	fringe material/evergreen plant	12" dia. x 12" x 12" o.c.
sp11	2	fringe material/evergreen plant	12" dia. x 12" x 12" o.c.
sp12	2	fringe material/evergreen plant	12" dia. x 12" x 12" o.c.
sp13	2	fringe material/evergreen plant	12" dia. x 12" x 12" o.c.
sp14	2	fringe material/evergreen plant	12" dia. x 12" x 12" o.c.
sp15	2	fringe material/evergreen plant	12" dia. x 12" x 12" o.c.
sp16	2	fringe material/evergreen plant	12" dia. x 12" x 12" o.c.
sp17	2	fringe material/evergreen plant	12" dia. x 12" x 12" o.c.
sp18	2	fringe material/evergreen plant	12" dia. x 12" x 12" o.c.
sp19	2	fringe material/evergreen plant	12" dia. x 12" x 12" o.c.
sp20	2	fringe material/evergreen plant	12" dia. x 12" x 12" o.c.
sp21	2	fringe material/evergreen plant	12" dia. x 12" x 12" o.c.
sp22	2	fringe material/evergreen plant	12" dia. x 12" x 12" o.c.
sp23	2	fringe material/evergreen plant	12" dia. x 12" x 12" o.c.
sp24	2	fringe material/evergreen plant	12" dia. x 12" x 12" o.c.
sp25	2	fringe material/evergreen plant	12" dia. x 12" x 12" o.c.
sp26	2	fringe material/evergreen plant	12" dia. x 12" x 12" o.c.
sp27	2	fringe material/evergreen plant	12" dia. x 12" x 12" o.c.
sp28	2	fringe material/evergreen plant	12" dia. x 12" x 12" o.c.
sp29	2	fringe material/evergreen plant	12" dia. x 12" x 12" o.c.
sp30	2	fringe material/evergreen plant	12" dia. x 12" x 12" o.c.

SCOPE OF WORK
 UPGRADE AN EXISTING PARKING LOT
 CURB, LANDSCAPE, PLANTING, LIGHTING

SHEET CONTENTS
 A-1 LANDSCAPE AND SITE PLAN
 A-2 DETAILS
 A-3 LIGHTING PLAN

SITE IMPROVEMENTS TO THE SCHERTZER LAW BUILDING
 16211 N.E. 16 AVENUE NORTH MIAMI BEACH, FLORIDA

Lawrence Simon ARCHITECT
 1725 N.E. 162nd ST., NORTH MIAMI BEACH, FLORIDA (305) 546-5586

DATE: 01 JUNE 12

SHEET A-1 OF 3



11250 NW 91ST STREET
 MEDLEY FL 33178-1486
 Phone: 305-520-4800
 Fax: 305-520-4950

To: IVAN A. SCHERTZER
 LAW OFFICES
 16211 NE 18th Avenue
 NORTH MIAMI BEACH FL 33162
 Attn: MAGGIE YESHUA
 Phone: 305-940-0007
 Fax: 305-354-8895
 Email: rafael.molina@graybar.com

Date: 07/08/2014
 Proj Name: SHERTZER LAW OFFICES - LT
 GB Project Qte#: 220561037
 Valid From: 07/08/2014
 Valid To: 08/07/2014
 Contact: RAFAEL MOLINA
 Email: rafael.molina@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100	1 EA	GENERIC VENDOR		LOT OF LIGHTING FIXTURES	\$8,201.53	1	\$8,201.53
Item Note: LOT OF LTG FIXTURES IS PER ATTACHED BOMS CUSTOMER TO VERIFY & READ "NOTES" ON BOM FREIGHT IS NOT INCLUDED IN ALL FIXTURES THIS LOT OF LTG FIXTURES IS SUBJECT TO APPROVAL							

Total in USD (Tax not included): \$8,201.53

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

To: IVAN A. SCHERTZER
LAW OFFICES
16211 NE 18th Avenue
NORTH MIAMI BEACH FL 33162
Attn: MAGGIE YESHUA

Date: 07/08/2014
Proj Name: SHERTZER LAW OFFICES - LTG
GB Project Qte#: 220561037

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
------	----------	----------	-------------	-------------	-------	------	-----------

GRAYBAR ELECTRIC COMPANY, INC.
TERMS AND CONDITIONS OF SALE

1. **ACCEPTANCE OF ORDER; TERMINATION** - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability to Graybar.
2. **PRICES AND SHIPMENTS** - Unless otherwise quoted, prices shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill.
3. **RETURN OF GOODS** - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling.
4. **TAXES** - Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.
5. **DELAY IN DELIVERY** - Graybar is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in shipment or delivery.
6. **LIMITED WARRANTIES** - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.
7. **LIMITATION OF LIABILITY** - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.
8. **WAIVER** - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.
9. **MODIFICATION OF TERMS AND CONDITIONS** - These terms and conditions supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.
10. **REELS** - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.
11. **CERTIFICATION** - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.3 are incorporated herein by reference, to the extent legally required.
12. **FOREIGN CORRUPT PRACTICES ACT** - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.
13. **ASSIGNMENT** - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.
14. **GENERAL PROVISIONS** - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.
15. **PAYMENT TERMS** - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.
16. **EXPORTING** - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.

Signed: _____

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com 24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.



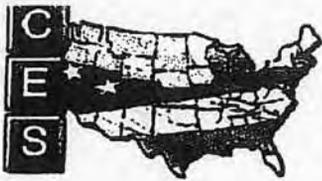
Power & Lighting Systems, Inc.

Project Schertzer Law Building
Location North Miami Beach FL

QTY	Type	MFG	Part
1	SD	ABL	DMW 1 32 MVOLT GEB10PS
1	SD	SYLV	FO32/8**/XP/ECO
2	SE	ABL	MRW 32TRT MD MVOLT *** LPI
2	SF	ABL	ASF1 2/42TRT WDF MVOLT *** LPI
		Line Note:	**NSP NOT AVAILABLE**
2	SF	ABL	AFTM ***

Notes:

- 1) INCLUDE LAMPS
- 2) LEAD TIME IS 4-6 WEEKS



BRUCE CHAINY
 2048 Mc KINLEY STREET
 HOLLYWOOD FLA. 33020
 Phone: 954-929-9325
 Fax: 954-929-9395
 E-MAIL: BCCHAINY@CES-US.NET

CUSTOMER ORDER / QUOTE

CUSTOMER: GAIAGC	DATE: 4.25.14	BY: BC	DELIVERY INSTRUCTIONS:
	CUSTOMER ORDER #		SHIP TO:
	JOB NAME OR NUMBER		WILL CALL: YES / NO
	SCHERTZER LAW BUILDING		CONTACT:

QUANTITY ORDERED	STOCK	ORDER	DESCRIPTION OF MATERIAL	E C M	PRICE
1			LOT TOTAL SPEC PACKAGE PER FIXTURE SCHEDULE		
			TYPE'S SA , SB , SC INCLUDE LAMPS AND SHIPPING		6558.16
			TYPE'S SD , SE , SF INCLUDES LAMPS 4-6 WEEK LEAD TIME DOES NOT INCLUDE SHIPPING		1988.47
			TOTAL		8546.63
			PLUS SHIPPING N/A AT THIS TIME		
			PLUS TAX		

+ FREIGHT YES / NO	FREIGHT PREPAID YES / NO	Freight C.C. YES / NO	ORDER MEETS MINIMUM BILLING ? YES / NO	
-----------------------	-----------------------------	--------------------------	---	--

Any Prices quoted firm for: _____ Days

Comments:

SEFL, Inc.

"consistently lighting the way to green solutions"

Project Ivan Schertzer Law Office
Location North Miami FL

For Gaia Construction

QTY	Type	MFG	Part
1		KIM	1W/WP9S4E35760L4K240/DB

Note

!!! PLUS FREIGHT (NOT INCLUDED IN QUOTE). !!!

Notes:

- 1) As Specified Only, no quote balance.
- 2) Subject to approval. This project has been quoted without the benefit of complete plans & specifications. Please be advised that any changes to the quoted bill of material may result in an adjusted price.
- 3) PLUS FREIGHT (NOT INCLUDED IN QUOTE)!!

Terms and conditions of sale:

Quote is based on above bill of material and counts, please verify all counts, any changes will require a requote. Subject to approval— This project has been quoted without the benefit of complete plans and specifications. Please be advised that any changes to the quoted bill of material may result in an adjusted price. Please verify voltages.

All finishes are factory standard unless otherwise noted. Any changes in finishes will require a requote. Special warranties or spare parts are not included in this quote unless otherwise noted.

Luminaire Schedule

Symbol	Qty	Label	Arrangement	Total Lamp Lumens	LLD	LDD	LLF	Description
	1	SA	SINGLE	8500	0.800	0.900	0.720	AMR D1/N1 T4-100PS-SEG-6- WM-BZ
	1	SB	SINGLE	17500	0.800	0.900	0.720	AMR D1/N1 T3-175PS-VLFG-SEG-6-WM-BZ
	1	SC	SINGLE	8500	0.800	0.900	0.720	AMR T3-100PS-VLFG-HSS-6-BOA6-BZ /10' AI
	1	SD	SINGLE	2900	0.800	0.850	0.680	DMW 1 32 Mvolt GEB10RS
	2	SE	SINGLE	2400	0.800	0.850	0.680	MRW 32TRT MD Mvolt LPI
	2	SF	SINGLE	5600	0.800	0.850	0.680	ASF 2/42 NSP MVOLT AFTM LPI



I only - wall MOUNTED.



KIM LIGHTING

WP9S-LED

WARP9® Small PicoEmitter™ LED

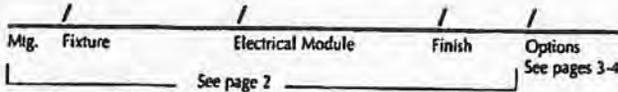
revision 12/19/13 • kim_wp9seled_spec.pdf

Type:

Job:

Catalog number:

Approvals:



Date:

Page: 1 of 6

Select pole from Kim's Arms and Poles Selection Guide. If pole is provided by others indicate O.D. for arm fitting.

Specifications

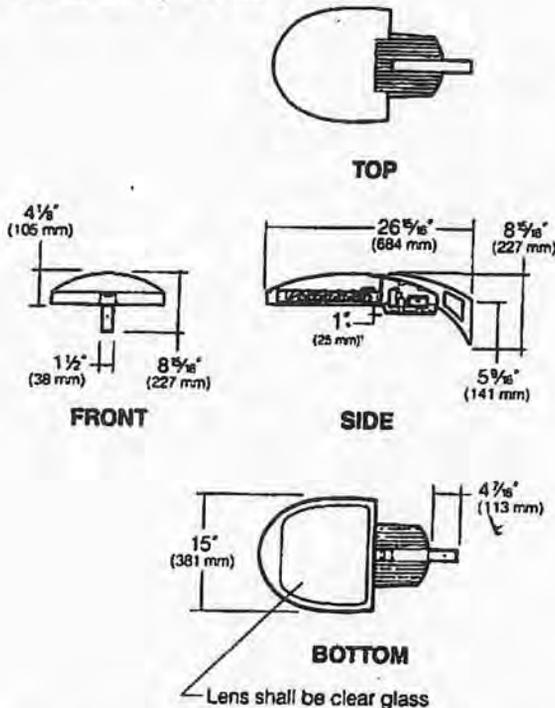
WP9S-LED

Small Electronic

60 Light Emitting Diodes

Total Max System Watts = 65W

Maximum weight: 30 lbs.



NOTE: Driver compartment door extends down 1" on small housing to accommodate integral step-down transformer on 347V and 480V models only.

Housing: One-piece die-cast, low copper (<0.6% Cu) aluminum alloy with integral cooling ribs over the electrical compartment. Solid barrier wall separates optical and electrical compartments. A single die-cast aluminum cam-latch provides positive locking and sealing of the optical chamber. A one-piece extruded and vulcanized silicone gasket seals the housing against the lens surface.

Lens: Clear 3/8" thick tempered glass lens retained by a stainless steel piano hinge and a single die-cast aluminum cam-latch. The edges are camouflaged to conceal the outer portion of the housing.

Electronic Module: All electrical components are UL and CSA recognized, mounted on a single plate and factory prewired with quick-disconnect plugs. Module includes a driver, thermal control device and surge protector. Electrical module attaches to housing with no-tool hinges and latches, accessible by opening the lens frame only. Driver is rated for -40°F starting and has a 0-10V dimming interface for multi-level illumination options.

Optical Module: Precision, replaceable PicoEmitters are positioned to achieve directional control toward desired task. The entire EmitterDeck® fastens to the housing as a one-piece module

Dimming: The WARP9 LED luminaire can be dimmed from 0% to 100% by the use of its standard 0-10V Interface driver. To activate the dimming system, a wiring harness is supplied and attached to the DIM Port (DIM IN) on the LifeShield Protection System. This port allows the 0-10v Interface to bypass the LifeShield and control the driver. The LifeShield works in conjunction with the control system to assure that overheating will not harm the LEDs. The wiring harness is connected with the use of the Purple lead as the positive (+) and the Grey lead as the negative (-) to an available control signal (by others).

Support Arm: Heavy cast, low copper aluminum alloy with stainless steel mounting bolts. A pole reinforcing plate is provided with wire strain relief. Arm is circular cut for specified round pole.

Finish: Each luminaire receives a fade and abrasion resistant, electrostatically applied, thermally cured, triglycidal isocyanurate (TGIC) polyester powdercoat finish. Standard colors include (BL) Black, (DB) Dark Bronze, (WH) White, (PS) Platinum Silver, (SG) Stealth Gray, (LG) Light Gray, and (CC) Custom Color (Include RAL#).

Listed to: UL 1598 Standard for Luminaires - UL 8750 Standard for Safety for Light Emitting Diode (LED) Equipment for use in Lighting Products and CSA C22.2#250.0 Luminaires. RoHS compliant. Meets Buy American provisions within ARRA.

Warranty: Kim Lighting warrants Warp9 LED products ("Product(s)") sold by Kim Lighting to be free from defects in material and workmanship for (i) a period of five (5) years for metal parts, (ii) a period of ten (10) years for exterior housing paint finish(s), (iii) a period of six (6) years for LED Light Engines (PicoEmitters) and, (iv) a period of five (5) years for LED power components (LED Driver, LifeShield® device, Surge Protector), from the date of sale of such goods to the buyer as specified in Kim Lighting shipment documents for each product.

CAUTION: Fixtures must be grounded in accordance with national, state and/or local electrical codes. Failure to do so may result in serious personal injury.

KIM LIGHTING RESERVES THE RIGHT TO CHANGE SPECIFICATIONS WITHOUT NOTICE.



U.S. Patent D568,521,
Patent Pending Optics



KIM LIGHTING

WP9S-LED

WARP9® Small PicoEmitter™ LED

revision 12/19/13 • kim_wp9seled_spec.pdf

Type:

Job:

Page: 2 of 6



Standard Features

<p>Mounting 3Y configuration is available for round poles only.</p>	<p>Plan View:</p> <p>EPA: 0.52 1.04 0.82 1.3 1.3 1.5</p> <p>Cat. No.: <input type="checkbox"/> 1SA <input type="checkbox"/> 2SB <input type="checkbox"/> 2SL <input type="checkbox"/> 3ST <input type="checkbox"/> 3SY <input type="checkbox"/> 4SC <input checked="" type="checkbox"/> 1W*</p>
<p>Fixture Cat. No. designates fixture and light distribution.</p>	<p>Housing: WP9=WARP9</p> <p>Size: S=Small, 60 LEDs, 65W</p> <p>Distribution:</p> <ul style="list-style-type: none"> <input type="checkbox"/> 1=Type I Full Cutoff <input type="checkbox"/> 2=Type II Full Cutoff <input type="checkbox"/> 3=Type III Full Cutoff <input checked="" type="checkbox"/> 4=Type IV Full Cutoff <input type="checkbox"/> 5=Type V Square Full Cutoff <input type="checkbox"/> R=Type R Right Full Cutoff <input type="checkbox"/> L=Type L Left Full Cutoff <p>Light Distribution:</p> <p>Light Distribution: Type I Type II Type III Type IV Forward Throw Type V Square Type R Right Type L Left</p>
<p>Electrical Module</p>	<p>Source: 60L = 60 LED's</p> <p>Color Temperature:</p> <ul style="list-style-type: none"> <input type="checkbox"/> 2K = 580nm - Amber <input type="checkbox"/> 3K = 3000K <input checked="" type="checkbox"/> 4K = 4200K <input type="checkbox"/> 5K = 5100K <p>Voltage:</p> <ul style="list-style-type: none"> <input type="checkbox"/> 120=120V <input type="checkbox"/> 208=208V <input checked="" type="checkbox"/> 240=240V <input type="checkbox"/> 277=277V <input type="checkbox"/> 347=347V <input type="checkbox"/> 480=480V
<p>Finish TGIC powder coat</p>	<p>Color: Black <input checked="" type="checkbox"/> Dark Bronze Stealth Gray™ Platinum Silver White Custom Color*</p> <p>Cat. No.: <input type="checkbox"/> BL <input checked="" type="checkbox"/> DB <input type="checkbox"/> SG <input type="checkbox"/> PS <input type="checkbox"/> WH <input type="checkbox"/> CC</p> <p>*Custom colors subject to additional charges, minimum quantities and extended lead times. Consult representative. Custom color description: _____</p>
<p>0-10V Dimming Interface</p>	<p>Driver has a 0-10V dimming interface with a dimming range of 10-100%. Is compatible with most control systems including Hubbell Building Automation wiHUBB™. Approved dimmers include Lutron Diva AVTV, Lutron Nova NFTV and NTFTV. Note: Not compatible with current sourcing dimmers. Controls compatible via Gray and Purple dimming lead.</p>

Type:

Job:



Lumen Data

Spectroradiometric			
	3000K Average	4200K Average	5100K Average
Correlated Color Temp. CCT (K)	2800K - 3175K	3800K - 4600K	4600K - 5600K
Color Rendering Index (CRI)	≤80	≤80	≤70
Power Factor	>.90	>.90	>.90

Projected Lumen Maintenance		
mA	100,000 hrs	Calculated L70
350 mA	94.26%	719,000 Hrs.

Electrical Drive Current @ 350mA		
Volts - AC	Amps - AC	System Watts
120	0.55	66
208	0.32	66
240	0.28	66
277	0.24	66
347	0.19	66
480	0.14	66

B.U.G. Rating for 350mA (TM15) in Lumens where B = Backlight, U = Uplight, G = Glare								
Temperature	Type I	Type II	Type III	Type III NFO	Type IV	Type IV NFO	Type V	Type L/R
3000K	N/A	B1 U0 G1	B1 U0 G1	N/A	B1 U0 G1	B0 U0 G1	B2 U0 G1	N/A
4200K	N/A	B2 U0 G2	B1 U0 G1	N/A	B1 U0 G2	B1 U0 G1	B3 U0 G1	N/A
5100K	N/A	B2 U0 G2	B1 U0 G2	N/A	B1 U0 G2	B1 U0 G1	B3 U0 G1	N/A

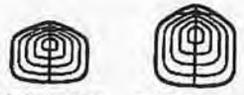
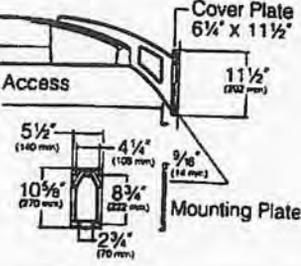
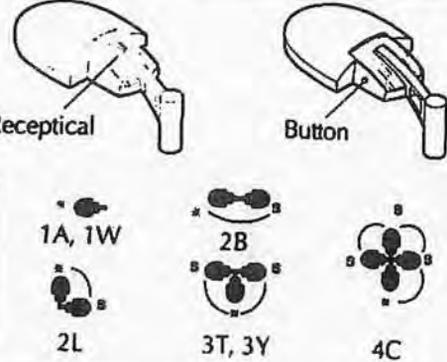
Absolute Lumens for 350mA								
Temperature	Type I	Type II	Type III	Type III NFO	Type IV	Type IV NFO	Type V	Type L/R
3000K	N/A	4663	4599	N/A	4703	3709	4753	N/A
4200K	N/A	6090	6006	N/A	6142	4844	6208	N/A
5100K	N/A	6477	6387	N/A	6531	5151	6601	N/A

LED performance and lumen output continues to improve at a rapid pace. Log onto www.kimlighting.com to download the most current photometric files from Kim Lighting's IES File Library. For custom optics and color temperature configurations, contact factory.

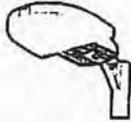
Type:
 Job:



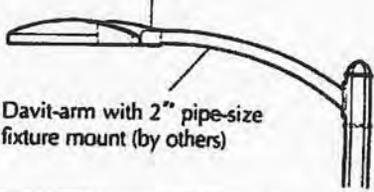
Optional Features

<p>Neighbor Friendly Optic: Cat. No. <input type="checkbox"/> NFO <input type="checkbox"/> No Option</p>	<p>Integrated Neighbor Friendly Optic on each PicoEmitter™ module to completely control unwanted backlight. Most effective with Type III and IV distributions.</p>	 <p>TYPE III-NFO TYPE IV-NFO</p>
<p>Wall Mounting Cat. No. 1W Select from Mounting on page 2.</p>	<p>A cast aluminum mounting plate is mounted to the wall with four bolts (by others). Fixture and arm are mounted to the cast aluminum cover plate before attaching to the wall mounting plate. The fixture-arm-cover plate assembly is hooked to the wall mounting plate and secured with stainless steel screws provided. Field splices are made at the opening in the cover plate. Cover is finished to match arm and fixture color.</p>	 <p>Cover Plate 6 1/4" x 11 1/2" 11 1/2" (292 mm) 5 1/2" (140 mm) 4 1/4" (109 mm) 10 3/8" (270 mm) 8 3/4" (222 mm) 2 3/4" (70 mm) 3/8" (10 mm) Mounting Plate</p>
<p>Fusing (internal only): Cat. No. (see chart at right) <input type="checkbox"/> No Option</p>	<p>High temperature fuse holders factory installed inside the fixture housing. Fuse is included. Line Volts: 120V 208V 240V 277V 347V 480V Cat. No.: <input type="checkbox"/> SF <input type="checkbox"/> DF <input type="checkbox"/> DF <input type="checkbox"/> SF <input type="checkbox"/> SF <input type="checkbox"/> DF</p>	 <p>Single Fuse</p>
<p>Photocell Controls Cat. Nos. Receptacle <input type="checkbox"/> A-25 Line Button Volts <input type="checkbox"/> A-30 - 120V <input type="checkbox"/> A-31 - 208V <input type="checkbox"/> A-32 - 240V <input type="checkbox"/> A-33 - 277V <input type="checkbox"/> A-35 - 347V <input type="checkbox"/> A-34 - 480V <input type="checkbox"/> No Option</p>	<p>Two types of photocell controls are available. A receptacle for a NEMA base photocell or an internal photocell button sensor on the side of the fixture. Mounting (see page 2) * - Fixture with Photocell Receptacle S - slave unit(s)</p>	 <p>Receptacle Button</p> <p>1A, 1W 2B 4C 2L 3T, 3Y</p>
<p>Polycarbonate Lens Cat. No. <input type="checkbox"/> LS <input type="checkbox"/> No Option</p>	<p>One-piece flat polycarbonate replaces standard tempered glass lens. CAUTION: Use only when vandalism is anticipated to be high. For LED use only.</p>	 <p>Polycarbonate Lens</p>
<p>Tamper-Resistant Latch Cat. No. <input type="checkbox"/> TL <input type="checkbox"/> No Option</p>	<p>Standard die-cast latch is provided with a captive 10-32 stainless steel flat socket-head screw to prevent unauthorized opening. NOTE: Required only for vandal protection in locations where fixtures can be reached by unauthorized persons.</p>	 <p>Tamper Resistant Latch</p>

Type:
 Job:



Optional Features

<p>Horizontal Slipfitter Mount Cat. No. <input type="checkbox"/> HSF <input type="checkbox"/> No Option</p>	<p>Replaces standard mounting arm with a cast aluminum fitter to adapt to a horizontal 2" pipe-size mounting end (2 3/8" OD). The casting has a 5° adjustment to accommodate davit arms that are not horizontal. Horizontal pipe must be field drilled at one set screw location to insure against fixture rotation. Finish to match fixture color.</p>	<p>Horizontal Slipfitter</p>  <p>Davit-arm with 2" pipe-size fixture mount (by others)</p>			
<p>Vertical Slipfitter Mounts Cat. No. includes Mounting Cat. No. (See right) <input type="checkbox"/> No Option</p>	<p>Allows fixture or fixtures with standard mounting arm to mount to a pole with a 2" pipe-size tenon (2 3/8" OD). Minimum 4" tenon length required.</p> <p>Specify configuration (1SA, 2SB, 2SL, 3ST, 3SY, 4SC) 4" round or square aluminum with flush cap. Finish to match fixture and arm.</p> <p>NOTE: 3Y only available on round slipfitter.</p>	<table border="0"> <tr> <td data-bbox="527 1117 738 1308"> <p>Cat. No.</p> <p><input type="checkbox"/> VSF-1SA</p> <p><input type="checkbox"/> VSF-2SB</p> <p><input type="checkbox"/> VSF-2SL</p> <p><input type="checkbox"/> VSF-3ST</p> <p><input type="checkbox"/> VSF-3SY</p> <p><input type="checkbox"/> VSF-4SC</p> <p>Round</p> </td> <td data-bbox="738 1117 1031 1308"> <p>Stainless steel set screws</p>  <p>Square</p> </td> <td data-bbox="1047 1117 1510 1308"> <p>Cat. No.</p> <p><input type="checkbox"/> SVSF-1SA</p> <p><input type="checkbox"/> SVSF-2SB</p> <p><input type="checkbox"/> SVSF-2SL</p> <p><input type="checkbox"/> SVSF-3ST</p> <p><input type="checkbox"/> SVSF-4SC</p> <p>Mounting Configuration</p> <p>1SA -single arm mount</p> <p>2SB -2 at 180°</p> <p>2SL -2 at 90°</p> <p>3ST -3 at 90°</p> <p>3SY -3 at 120°</p> <p>4SC -4 at 90°</p> </td> </tr> </table>	<p>Cat. No.</p> <p><input type="checkbox"/> VSF-1SA</p> <p><input type="checkbox"/> VSF-2SB</p> <p><input type="checkbox"/> VSF-2SL</p> <p><input type="checkbox"/> VSF-3ST</p> <p><input type="checkbox"/> VSF-3SY</p> <p><input type="checkbox"/> VSF-4SC</p> <p>Round</p>	<p>Stainless steel set screws</p>  <p>Square</p>	<p>Cat. No.</p> <p><input type="checkbox"/> SVSF-1SA</p> <p><input type="checkbox"/> SVSF-2SB</p> <p><input type="checkbox"/> SVSF-2SL</p> <p><input type="checkbox"/> SVSF-3ST</p> <p><input type="checkbox"/> SVSF-4SC</p> <p>Mounting Configuration</p> <p>1SA -single arm mount</p> <p>2SB -2 at 180°</p> <p>2SL -2 at 90°</p> <p>3ST -3 at 90°</p> <p>3SY -3 at 120°</p> <p>4SC -4 at 90°</p>
<p>Cat. No.</p> <p><input type="checkbox"/> VSF-1SA</p> <p><input type="checkbox"/> VSF-2SB</p> <p><input type="checkbox"/> VSF-2SL</p> <p><input type="checkbox"/> VSF-3ST</p> <p><input type="checkbox"/> VSF-3SY</p> <p><input type="checkbox"/> VSF-4SC</p> <p>Round</p>	<p>Stainless steel set screws</p>  <p>Square</p>	<p>Cat. No.</p> <p><input type="checkbox"/> SVSF-1SA</p> <p><input type="checkbox"/> SVSF-2SB</p> <p><input type="checkbox"/> SVSF-2SL</p> <p><input type="checkbox"/> SVSF-3ST</p> <p><input type="checkbox"/> SVSF-4SC</p> <p>Mounting Configuration</p> <p>1SA -single arm mount</p> <p>2SB -2 at 180°</p> <p>2SL -2 at 90°</p> <p>3ST -3 at 90°</p> <p>3SY -3 at 120°</p> <p>4SC -4 at 90°</p>			
<p>Wireless Control Cat. No. <input type="checkbox"/> WIH-M <input type="checkbox"/> No Option</p>	<p>In fixture WiHubb® wireless control module features on/off/variable and step dimming, SNAP protocol mesh network, AES-128 encryption detection, occupancy sensor interface and intuitive, user-friendly software. The most comprehensive and up to date information can be found at http://www.hubbell-automation.com/products/wihubb_infixture_module/.</p>				

Type:
 Job:



Optional Features

Outdoor Occupancy Sensor

Cat. No. (See right)
 No Option

Outdoor Occupancy Sensor with 0-10VDC dimming control mounts directly to the underside of the luminaire. Wide 360° pattern. Available in voltages to match luminaire from 120 through 480VAC. Module color available in Black, Gray, or White (Picked at the factory when luminaire color is chosen, black used for dark colors). Field Adjustable Timeout settings for 5, 10, 15, and 30 minutes (Factory default is 5-minutes). Field adjustable unoccupied dimming level, 20%, 50%, 60%, or 70% (Factory default is 50%).

Fixture Mount

Cat. No.
 SCL – Occupancy Sensor up to 16'
 SCH – Occupancy Sensor up to 30'

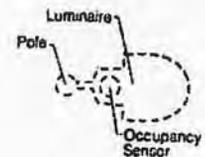
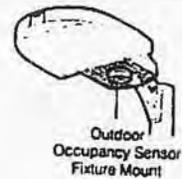
Side Pole Mount

Same specifications as above. In addition, one sensor can support multiple units up to 1500 watts. (Wiring from module to luminaire(s) is by-others). Mounted to a cast pole adapter painted to match pole.

Cat. No.
 SCL-R*/**/*** – Pole Occupancy Sensor up to 16', UNV (120-347V) or 480V. Specify pole diameter.
 SCL-S*/**/*** – Pole Occupancy Sensor up to 16', UNV (120-347V) or 480V. Square pole mount.
 SCH-R*/**/*** – Pole Occupancy Sensor up to 30', UNV (120-347V) or 480V. Specify pole diameter.
 SCH-S*/**/*** – Pole Occupancy Sensor up to 30', UNV (120-347V) or 480V. Square pole mount.

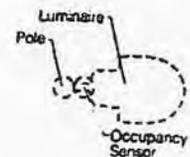
* Pole Diameter, ** Voltage, *** Color

Ordering Example: SCL-R4/277/BL



Fixture Mount
 Detection Pattern
 Top View

NOTE: Occupancy detection is blocked directly behind pole. Install occupancy sensor as far away from pole as possible to maximize detection.



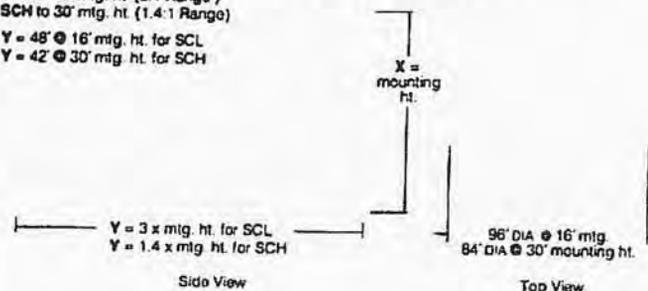
Side Pole Mount
 Detection Pattern
 Top View

NOTE: For 360° coverage, install two occupancy sensors 180° apart on pole

Sensor Lens Coverage and Detection Patterns

SCL to 16' mtg. ht (3:1 Range)
 SCH to 30' mtg. ht (1.4:1 Range)

Y = 48' @ 16' mtg. ht. for SCL
 Y = 42' @ 30' mtg. ht. for SCH



SESCO lighting

WE TAKE THE III OUT OF ILLUMINATION

Specifiers				
Firm Name		Contact Name		Type
LAWRENCE SIMON				Architect
Qty	Type	Mfg	Description	
1	SA	VISO	AMR-N1/D1-T4-100-P-WM-BZ-BAWP	
1	SA	LAMP	100PSMH	
1	SB	VISO	AMR-N1/D1-T3-150-P-WM-BZ-BAWP	
1	SB	LAMP	150PSMH	
1	SC	VISO	AMR-N1/D1-T3-100-P-BOA6-BZ-RBOAA	
1	SC	LAMP	100PSMH	
1	SC	ULS	RTF-10-50SM-EMB -T2-DB	
1		MISC	WINDLOAD CALCS	
			QUOTED AS SPECIFIED, BALANCE FURNISHED BY OTHERS	
			VERIFY CATALOG NUMBERS	
			PRICE DOES NOT INCLUDE FREIGHT OR POLE FREIGHT	
			QUOTED DIRECT BURIAL ROUND TAPERED FIBERGLASS POLE, VERIFY POLE DETAIL	
			PRICE INCLUDES LAMPS, NO SPARES	
			PRICE DOES NOT INCLUDE FLORIDA STATE SALES TAX	
MFG	F.O.B	TERMS		LeadTime
LAMP	/ FREIGHT FOB ORIGIN			
MISC	/ FREIGHT FOB ORIGIN			
ULS	/ FREIGHT FOB ORIGIN			
VISO	/ FREIGHT FOB ORIGIN			
Prices firm for entry by: 45 Days			Shipment by:	
UNLESS OTHERWISE NOTED, SPARE LAMPS, PARTS, BALLAST, OR FIXTURES ARE NOT INCLUDED				
Subject to manufacturer's published terms and conditions of sale. Quotation is void if changed. Complete quote must be used. Quotation is valid for 30 day's from date of quotation.				

Order Number B449763-A

Order Date 06/24/14 Bid Expiration Date 07/24/14

JAM LIGHTING DISTRIBUTORS, INC.
 4100 N. POWERLINE ROAD
 SUITE O-5
 POMPANO BEACH, FL 33073
 Telephone: 954/580-0714

Bill To:

IVAN SCHERTXER LAW OFFICE
 16211 NE 18TH AVE.
 NORTH MIAMI BCH, FL

Ship To:

IVAN SCHERTXER LAW OFFICE
 16211 NE 18TH AVE.
 NORTH MIAMI BCH, FL

THIS IS A BID/ESTIMATE

Customer	Ship Via	F.O.B.	Terms	Purchase Order Number	Salesperson	Reference No.
IVASCH	TBD		C.O.D.	REMODEL JOB	24	BLM
Qty. Ordered	Qty. Shipped	Item Number	Unit of Measure	Required Date	Unit Price	Extended Price
	Back Ordered	Item Description (Customer Part No.)			Discount % Tax	
1	0	ITEM KIM 1W/WP9S4E35/60L4K240/DB KIM ORDER IS PLUS INCOMING FREIGHT	EA	06/24/14	1327.44 Y	1327.44
1	0	ITEM LITHONIA DMW 1 32 MVOLT GEB10IS	EA	06/24/14	95.87 Y	95.87
2	0	ITEM LITHONIA MRW 32TRT MD MVOLT LPI	EA	06/24/14	415.58 Y	831.16
2	0	ITEM LITHONIA ASF1 2/42TRT WDF MVOLT AFTM LPI ***Please note the ASF fixture is only offered in a WDF distribution, not the NSP noted on the fixture schedule***	EA	06/24/14	564.93 Y	1129.86
Non Taxable Subtotal Taxable Subtotal Tax (7.000%) Total Order						0.00 3384.33 236.90 3621.23

Order Number B449763-B

Order Date 06/24/14 Bid Expiration Date 07/24/14

JAM LIGHTING DISTRIBUTORS, INC.
 4100 N. POWERLINE ROAD
 SUITE O-5
 POMPANO BEACH, FL 33073
 Telephone: 954/580-0714

Bill To:
 IVAN SCHERTXER LAW OFFICE
 16211 NE 18TH AVE.
 NORTH MIAMI BCH, FL

Ship To:
 IVAN SCHERTXER LAW OFFICE
 16211 NE 18TH AVE.
 NORTH MIAMI BCH, FL

THIS IS A BID/ESTIMATE

Customer	Ship Via	F.O.B.	Terms	Purchase Order Number	Salesperson	Reference No.	
IVASCH	TBD		C.O.D.	REMODEL JOB	24	BLM	
Qty. Ordered	Qty. Shipped	Item Number	Unit of Measure	Required Date	Unit Price		Extended Price
	Back Ordered	Item Description (Customer Part No.)			Discount %	Tax	
1	0	ITEM KIM 1W/WP9S4E35/60L4K240/DB KIM ORDER IS PLUS INCOMING FREIGHT	EA	06/24/14		1327.44 Y	1327.44
1	0	ITEM LITHONIA DMW 1 32 MVOLT GEB10IS	EA	06/24/14		95.87 Y	95.87
2	0	ITEM LITHONIA MRW 32TRT MD MVOLT LPI	EA	06/24/14		415.58 Y	831.16
2	0	ITEM LITHONIA ASF1 2/42TRT WDF MVOLT AFTM LPI ***Please note the ASF fixture is only offered in a WDF distribution, not the NSP noted on the fixture schedule***	EA	06/24/14		564.93 Y	1129.86
1	0	ITEM VISION AMR-N1/D1-T4-100-P-WM-BZ-BAWP (TYPE SA) W/ LAMP	EA	06/24/14		0.00 Y	0.00
1	0	ITEM VISION AMR-N1/D1-T3-150-P-WM-BZ-BAWP (TYPE SB) W/ LAMP	EA	06/24/14		0.00 Y	0.00

Order Number B449763-B

Order Date 06/24/14 Bid Expiration Date 07/24/14

JAM LIGHTING DISTRIBUTORS, INC.
 4100 N. POWERLINE ROAD
 SUITE O-5
 POMPANO BEACH, FL 33073
 Telephone: 954/580-0714

Bill To:

IVAN SCHERTXER LAW OFFICE
 16211 NE 18TH AVE.
 NORTH MIAMI BCH, FL

Ship To:

IVAN SCHERTXER LAW OFFICE
 16211 NE 18TH AVE.
 NORTH MIAMI BCH, FL

THIS IS A BID/ESTIMATE

Customer	Ship Via	F.O.B.	Terms	Purchase Order Number	Salesperson	Reference No
IVASCH	TBD		C.O.D.	REMODEL JOB	24	BLM
Qty. Ordered	Qty. Shipped	Item Number	Unit of Measure	Required Date	Unit Price	Extended Pri
	Back Ordered	Item Description (Customer Part No.)			Discount % Tax	
1	0	ITEM VISION AMR-N1/D1-T3-150-P-WM-BZ-BAWP (TYPE SC) W/ LAMP	EA	06/24/14	0.00 Y	0.0
1	0	LOTPRICE LOTPRICE FOR ALL VISIONAIRE FIXTURES(LINES 5-7) VISIONAIRE FIXTURES ARE PLUS FREIGHT	EA	06/24/14	2726.39 Y	2726.3
Non Taxable Subtotal Taxable Subtotal Tax (7.000%) Total Order						0.00 6110.72 427.75 6538.47

Sam's Landscaping Corp

10740 Sw 48 Tr
Miami Florida
Cc : 33165

786-260-7766
786-250-7766
samueldanielg@yahoo.com



Presupuesto

Presupuesto n.º: 1
Fecha: 14 de marzo de 2014

Para: Maggie
16211 nis 18 av
North Miami Beach,
Florida

Descripción	Cantidad	Tarifa	Importe
Service Landscape	1	\$0.00	\$0.00
-Palm alexander en 25 galns (Incluye instalación)	6	\$190.00	\$1,140.00
Boganvilla en 3 galns (Incluye instalación)	20	\$9.00	\$180.00
-Podocarpus en 7 galns (Incluye instalación)	30	\$15.00	\$450.00
-Crotoniza en 3 galns (Incluye instalación)	15	\$9.00	\$135.00
- Morch en volsas (Incluye instalación)	50	\$5.00	\$250.00
-Siembra de Grama 2 pl. (Incluye instalación)	1	\$520.00	\$520.00
- Tierra Abonada 2 Yds	2	\$60.00	\$120.00
- Instalacion de Sprinckler para la grama y plantas. (Incluye Materiales)	1	\$2,300.00	\$2,300.00
-Corte de árboles y Sacada de raizes. .corte de árboles. .remover todos los troncos y raices dentro de la propiedad. .podar todas las ramas de árboles que den para la propiedad.	1	\$3,500.00	\$3,500.00

* Indica un concepto exento de impuestos

Gracias por darnos la oportunidad de poder ofrecerles nuestro servicio, atentamente.

Samuel

Subtotal	\$8,595.00
TAX (0.00%)	\$0.00
Total	\$8,595.00

INVOICE

Paradise Garden Nursery



16860 SW 177 Ave
 Miami, Florida 33187
 Phone: (305) 970-5131
pgn177@yahoo.com

Invoice
 DATE

TO Ivan A. Schertzer
 16211 NE 18th Avenue, Suite #100
 North Miami Beach, FL 33162

SHIP TO

SALESPERSON	JOB
Julio	

SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE

QTY	NAME	DESCRIPTION	UNIT PRICE	DIMENTION	LINE TOTAL
25	Flax Lillies		\$ 7.00		\$175.00
95	Liriope Evergreen	Giant	\$ 6.00		\$570.00
26	Dwarf Ixora		\$ 7.00		\$182.00
26	Dwarf Boganvillas		\$ 7.00		\$182.00
6	Alexander Palms		\$ 250.00		\$1,500.00
6	Yards of Soil		\$ 18.00		\$108.00
1/1/2	Pallets	Sod			\$225.00
160	Bags	Mulch Red	\$ 2.50		\$400.00
		Removal of 5 trees			\$3,000.00
		Extension of Irrigation System			\$1,550.00
		remove/dispose 2 tree stumps	\$ 200.00		\$400.00
		Removing Landscaping Area AA			\$350.00

Comments: Please make check out to Paradise Garden Nursery Inc

2000.00 Deposit Given

SUBTOTAL	\$ 8,642.00
SALES TAX	
TOTAL	\$ 6,642.00

THANK YOU FOR YOUR BUSINESS!

Medina Landscaping Design Corp.
 12630 SW 210 Terr.
 Miami Fl 33175

ESTIMATE

DATE

TO

Ivan A. Schertzer
 16211 NE 18th Avenue, Suite #100
 North Miami Beach Fl 33162

QTY	NAME	DESCRIPTION	UNIT PRICE	DIMENTION	LINE TOTAL
6	Alexander Palms		\$ 350.00		\$2,100.00
26	Dwarf Boganvillas		\$ 9.00		\$234.00
26	Dwarf Ixoras		\$ 9.00		\$234.00
95	Liriope Evergreen		\$ 9.00		\$855.00
25	Flax Lilly		\$ 9.00		\$225.00
5		Trees Removed			\$3,500.00
		Irrigation System			\$2,250.00
240		Bags of Red Mulch	\$ 2.50		\$600.00
1/1/2		Pallets of Sod			\$350.00
6		Yards of Soil	\$ 20.00		\$120.00

SUBTOTAL	
SALES TAX	
TOTAL	\$ 10,468.00

COMMUNITY REDEVELOPMENT AGENCY
CITY OF NORTH MIAMI BEACH



TO: CRA Board

FROM: Rasha Cameau, CRA Coordinator

CC: Ana M. Garcia, City Manager
Richard Lorber, Assistant City Manager
Jose Smith, City Attorney
Pamela Latimore, City Clerk

DATE: September 2, 2014

RE: 2014/15 CRA Board Meeting Schedule

The CRA Board will meet on the **FOURTH THURSDAY** of every month at **6:00 pm** in the Council Chambers. Below is a list of the upcoming meetings for the year 2014/15.

**Dates, time and location are subject to change.*

October 23th

November TBA**

December TBA**

January 22nd

February 26th

March 26th

April 23th

May 28rd

June 25th

July 23th

August 27th Presentation of the NMB CRA FY 15-16 Budget

September 24th

***November 27th & December 25th are holidays*



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

VIA: Rasha Cameau, CRA Coordinator

DATE: 9/23/14

RE: **FY14-15 Redevelopment Management Associates (RMA) Agreement Letter**

BACKGROUND: The NMB CRA has identified as part of its priorities for FY14-15 to update its redevelopment plan, a five year finance plan for \$35,000 and on an as needed basis not to exceed \$10,000 for public private partnership negotiations and \$15,000 for other services associated with analysis and creation of an implementation plan for the redevelopment of West Dixie Highway, north of 163rd Street.

RECOMMENDATION: Staff recommends approving the Agreement Letter.

FISCAL IMPACT: The recently approved NMB CRA Budget for FY14-15 has earmarked \$60,000 for this consulting service. There are no other financial impacts.



LETTER OF AGREEMENT

September 22, 2014

North Miami Beach CRA ("Client")
Ana Garcia, Executive Director
North Miami Beach City Hall
17011 NE 19th Avenue, 4th Floor
North Miami Beach, FL 33162

AND

RMA, LLC ("Consultant")
Christopher J. Brown, Principal
3109 East Atlantic Blvd, Suite B
Pompano Beach, Florida 33062
Contact: (954) 829-3508

Dear Ms. Garcia,

Redevelopment Management Associates LLC, (Consultant) is pleased to provide this Letter of Agreement for work related to consulting services for the North Miami Beach Community Redevelopment Agency (Client). All services shall be performed as per this agreement and are subject to the terms and conditions herein.

Please review the proposed scope of services for content and compliance with your stated objectives; If you find these terms acceptable, please sign where indicated below and return one signed original to RMA for our files. Please call me if you have any questions.

Background

The North Miami Beach CRA hired Consultant as a firm specialized in redevelopment management and implementation to:

- a) Complete a general review and update to the CRA Plan
- b) Provide a five-year strategic finance plan
- c) Provide project management services
- d) Provide public private partnership support



SCOPE OF SERVICES

Client desires Consultant to perform initiatives that will include the following:

- 1.0 Review and update the North Miami Beach CRA Plan** – Consultant shall review and update the North Miami Beach CRA 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 Client 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 City 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 City 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 North Miami Beach 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.

Tasks 1: CRA Plan Update and Finance Plan (fee for service)	\$35,000.00
Task 4: PPP/Real Estate Development (hourly), not to exceed	\$15,000.00
Task 6: Optional General Services (hourly) not to exceed	\$10,000.00
Total Contract Amount	\$60,000.00

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

9.0 Schedule: This Agreement shall become effective October 1, 2014 and be in full force through September 30, 2015. Either party shall have the right to terminate this agreement at any time. All rates, services and fees are based on an annual schedule effective as of the execution date of this agreement and shall be renegotiated on an as needed basis.

We look forward to working with you on this project. Please call me if you have additional questions.

AGREED TO AND ACCEPTED BY:

CLIENT

CONSULTANT

By: _____
 Ana Garcia, Executive Director
 North Miami Beach CRA

By: _____
 Christopher J. Brown, Principal
 RMA, LLC

Date: _____

Date: _____



**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

VIA: Rasha Cameau, CRA Coordinator

DATE: 9/23/14

RE: **FY14-15 Gray/Robinson Attorneys At Law Letter of Engagement**

BACKGROUND: Enclosed for your review is the Engagement Letter from Gray/Robinson Attorneys At Law to represent the North Miami Beach CRA as its general counsel. The terms and conditions have not changed from their previous year's contract. The firm will charge \$200 per hour for services in an amount not to exceed \$20,000.

RECOMMENDATION: Staff recommends renewing the Engagement Letter with Gray/Robison Attorneys At Law to provide general counsel services to the NMBCRA.

FISCAL IMPACT: To date, legal fees for the FY13-14 amounted to less than \$10,000. As a result, staff expects to not exceed the allocated amount of \$20,000 in FY14/15 budget for legal services.

September 2, 2014

Ms. Ana M. Garcia
Executive Director
North Miami Beach
Community Redevelopment Agency
City Hall
17011 NE 19th Avenue
North Miami Beach, FL 33162

Re: Engagement Letter for Fiscal Year 2014-15

Dear Ms. Garcia:

You asked that we represent the City of North Miami Beach Community Redevelopment Association as its general counsel.

Over the years, it has been our experience that things go more smoothly if we have a clear understanding of your needs and the role we need to play. The purpose of this engagement letter is to confirm an agreement concerning representation and the payment of our fees and expenses. This engagement letter will govern all subsequent matters in which we may become involved on your behalf unless a separate arrangement is made.

We will do our very best to meet your needs in any matters we undertake for you, but as you know, we cannot and do not make any representations or warranties concerning the outcome. We will give you our best advice, render opinions, and seek to obtain the desired result. In this regard, it is most important that we communicate regularly.

We have attached a copy of the firm's Policy Regarding Fees and Expenses. All conditions in that document are incorporated by reference as part of this engagement letter. As we are sure you recognize, we have a legitimate business concern in being paid in a timely fashion.

The following arrangement is proposed regarding fees and costs:

Our firm will charge for services on an hourly basis at the blended hourly rate of \$200 per hour for all attorneys at the firm who perform legal services hereunder. I will be primarily responsible for all legal work performed. We understand and agree that this engagement is for the period commencing on October 1, 2014 and ending on September 30, 2015, and that legal fees and expenses paid shall not exceed \$20,000.00. We reserve the right to utilize other members of the firm whenever, in our discretion, we deem it appropriate. However, as

GRAYROBINSON, PA
Professional Association

Ms. Ana M. Garcia
September 4, 2014
Page 2

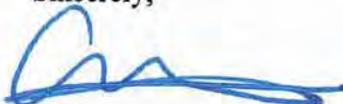
represented to the CRA Board, this will be kept to a minimum. Further, paralegal, staff, computer research, and other technology may also be utilized if and when appropriate and in your best interest. You will be billed for the use of the same.

Because of the relatively large size of our firm and our representation of many other clients, it is possible that there may arise in the future a dispute between another client and you. Our acceptance of the current representation of you will preclude us from accepting future representations adverse to you. We will request a client waiver of conflict for any matters involving representation of other clients in the future who may have interests adverse to you before undertaking any such representation.

If this meets with your approval, please indicate by having the extra copy of this letter signed in the space provided below, and return it to our offices. Your approval of this letter will include agreement regarding the fees and costs arrangement.

We appreciate the confidence and trust you have reposed in us in asking us to represent you and encourage you to communicate with me if at any time you have questions on the status or progress of your matters. I look forward to working with you and your staff on any matters you deem appropriate. If you have any questions, please do not hesitate to contact me.

Sincerely,



Steven W. Zelkowitz

The terms of this representation are accepted
as of October 1, 2014.

NORTH MIAMI BEACH
COMMUNITY REDEVELOPMENT AGENCY

By: _____
Ana M. Garcia, Executive Director



MEMORANDUM

TO: Chair and Board of Commissioners
FROM: Ana M. Garcia, Executive Director
VIA: Rachel Bach, CRA Consultant
DATE: September 30, 2014
RE: **Executive Director's Report – Month of August 2014**

The Joint Visioning Workshop was a great opportunity with the Redevelopment Advisory Board, CRA Board and Staff to discuss the direction and opportunities we have to put North Miami Beach on the Map. From that workshop we heard, Dixie Highway is a priority for both the RAB and CRA Boards. To that end, the proposed budget adopted by the CRA Board includes substantial dollars geared toward renovations to Hanford Boulevard and “The Village” area (Dixie Highway) as presented by RMA.

In the budget for FY 2014/2015 (included in this packet) you will see dollars allocated to cleaning up and renewing our commitment to maintaining Hanford Boulevard as well as a two-pronged approach to redevelopment of Dixie Highway. Using incentives to entice private property owners to make improvements, as well as conducting our own analysis and potential streetscape improvements to the Dixie Highway corridor, north of Snake Creek Canal, we can incrementally begin the transformation of North Miami Beach. Furthermore, the CRA will kick off the year with an update to the current Redevelopment Plan that will provide more strategic implementation strategies and direction for future budgeting and financing of public improvements.

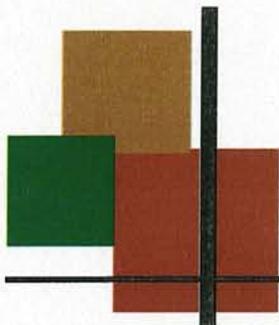
Monthly CRA Activities Report

1. Prepared amended NMB CRA incentive programs for discussion and approval by the RAB/CRA Boards at the September meetings (approval scheduled for October due to lack of RAB quorum).
2. Conducted RAB/CRA Joint Visioning Workshop meeting on August 19, 2014.
3. Developed a scope of work with Public Works to refurbish Hanford Boulevard.
4. Represented North Miami Beach at the International Conference of Shopping Centers (ICSC) held in Orlando, Florida, August 25-26, 2014 (spoke with over 35 interested developers)
5. Held a Budget Hearing on August 28, 2014 on the FY2014/2015 CRA Budget.
6. Facilitated one (1) Façade Improvement Application.
7. Met with two (2) potential grant applicants.

City of North Miami Beach
Community Redevelopment Agency FY 2014-2015 Budget
Exhibit "A"

(FY 14-15 begins October 1, 2014)

	FY12-13 Actual Budget	FY 13-14 Proposed Budget	FY13-14 Actual Budget	FY 14-15 Proposed Budget
Revenues				
City Tax Increment Revenue	366,833	222,266	222,266	343,597
County Tax Increment Revenue	183,310	202,346	202,346	275,311
Additional City Funding				
County Carryover				
Carryover from prior year (cash & equiv.)	5,517,000	4,679,589	4,602,228	578,759
Loan Proceeds				
Interest earnings	253	35,300	10,169	10,000
Revenue Total	6,067,396	5,139,501	5,037,009	1,207,667
Expenditures				
Administrative Expenditures:				
Employee salary and fringe	31,606	17,164	13,190	16,875
Audits	3,150	3,150	3,150	3,150
Advertising and notices	293	1,000	293	700
Travel	172	1,000	952	1,000
Office equipment and furniture		0	0	0
Other Admin. Exps (attach list)	4,750	8,614	8,835	12,916
(A) Subtotal Admin Expenses, %	39,971	30,928	26,420	34,641
Reimbursement of City Advances				
County Administrative Charge at 1.5%	2,750	3,035	3,035	4,130
(B) Subtot Adm Exp	42,721	33,963	29,455	38,771
Operating Expenditures:				
Employee salary and fringe	94,817	51,491	39,569	50,625
Contractual services	25,875	45,000	80,000	60,000
Printing and publishing	2,000	5,000	5,000	5,000
Marketing	5,000	3,000	10,193	10,000
Special events	12,000	0	0	0
Legal services/court costs	15,000	21,500	21,500	21,500
Redevelopment & Infrastructure	-	2,561,259	489,847	
Public Safety	185,843	0	0	0
Capital Projects - Grants	11,000	130,000	130,000	130,000
Hanford Blvd Maintenance	0	0	0	45,000
Sewer 163rd St & NE 21st Ave			214,885	214,885
W Dixie Hwy, Hanford Blvd & 19th Ave				424,900
NMB Blvd Maintenance	70,000	0	0	0
Debt service payments (capital imp.)	209,867	206,670	206,670	206,986
Debt service payments (property)	369,380	365,402	178,298	
Transfers out to others (attach list)				
Other Oper. Expenses (attach list)			3,392	
Repayment of Loan Proceeds (2007)			3,628,200	
(C) Subtotal Oper. Expenses	1,000,782	3,389,322	5,007,554	1,168,896
(D) Reserve/Contingency	4,679,589	1,716,216		
Expenditure Total (B+C+D)	5,723,092	5,139,501	5,037,009	1,207,667
Cash Position (Rev-Exp)				
	FY12-13 Actual	FY13-14 Proposed	FY13-14 Actual	FY14-15 Proposed
Projects:	Expenditures	Expenditures	Expenditures	Expenditures
Redevelopment & Infrastructure	5,000,000	4,277,475		
Capital Projects	11,000	130,000		
SR 826 Beautification			153,300	
Sewer NE 163rd & NE 21st Ave				214,885
Hanford Blvd Maintenance	0			45,000
W. Dixie Hwy Improvements				424,900
NMB Blvd Maintenance	70,000	0	0	0
Total project dollars:	5,081,000	4,407,475	153,300	684,785



CITY OF NORTH MIAMI BEACH

COMMUNITY REDEVELOPMENT AGENCY



**FISCAL YEAR
2014-2015
BUDGET**



CITY OF NORTH MIAMI BEACH COMMUNITY REDEVELOPMENT AGENCY

The North Miami Beach Community Redevelopment Agency was created in 2005. A Tax-increment revenue funding mechanism was established to include both the City of North Miami Beach and Miami-Dade County. Additionally, the CRA initiated and received required approval from Miami-Dade County (R-1427-06, Dec. 19, 2006) for the issuance of two lines of credit totaling \$8 million. One note, \$3,000,000 for infrastructure improvements and reconstruction of streets within the CRA. The \$5,000,000 was to be used to acquire property for a future Transit Oriented Development (TOD) in a public/private partnership with Miami Dade Transit (MDT). The project was not accomplished and as a result the CRA requested the funds be used for much needed infrastructure improvements and acquisition of commercial property for redevelopment. In April 2012, the Board of County Commissioners (BCC) approved the use of revenues from the line of credit for infrastructure improvements (\$4,000,000) and land purchase (\$1,000,000). In 2014, the CRA repaid the remaining loan proceeds of \$3,672,500 from the 2007 line of credit.

NMBCRA FY 2013-2014 ACCOMPLISHMENTS

This past year, CRA staff and Redevelopment Management Associates accomplished the following:

- Completed the 2014 North Miami Beach CRA Implementation Plan.
- Inventoried and mapped development sites for sale or joint ventures within the CRA.
- Continued coordination with SFRTA relative to the location of a train station along the FEC future commuter rail line.
- Continued publication of a monthly CRA newsletter.
- Awarded and completed three Façade Improvement Grants.
- Worked with Community Development Department to facilitate land use and zoning changes along West Dixie Highway, 19th Avenue and FCC.
- Completed streetscape improvements along SR826/NE 163rd Street, from Biscayne Boulevard to NE 18th Avenue.
- Stabilized CRA finances through, repayment of the remaining loan proceeds of \$3,672,500 from the \$5,000,000 line of credit issued in 2007.
- Rescinded the Acquisition and Capital Improvement Grant Program.
- Conducted a broker event entitled NMB Now, to promote development opportunities within the NMB CRA.
- Contracted with Redevelopment Management Associates, LLC to provide Administration of the CRA, marketing and special events and public private partnership support.
- Finalized an Agreement with Miami Dade County to install sanitary sewer within select areas of the CRA.

NMBCRA 2014-2015 REVENUE

NMBCRA FY 2014-2015 Revenues

Tax increment revenue in FY 2014-2015 for the NMBCRA will total \$ 618,908. The sources of revenue for FY 2014-2015 include tax increment revenue payments from the City of North Miami Beach of \$343,597 and Miami-Dade County of \$275,311 respectively and a carryover from FY 2013-2014 of \$ 578,759 plus \$ 10,000 projected interest on investments.

Tax Increment Revenue Payments

	<i>(FY 13-14)</i>	<i>(FY 14-15)</i>
TIF City Contribution	\$ 222,266	\$ 343,597
TIF County Contribution	\$ 202,346	\$ 275,311
Carryover	\$4,602,228	\$ 578,759
Projected Interest on Investments	\$ 10,169	\$ 10,000
Total Revenues:	\$5,037,009	\$1,207,667

***The FY 2014/2015 reflects the repayment of loan proceeds of \$3,672,500 reducing the amount of Carryover.**

NMBCRA FY2014-2015 EXPENSES

Focus of the NMB CRA for the Fiscal Year 2014/2015 will be on the following objectives:

- Update the NMBCRA Plan and create a 5-year financing plan to be consistent with strategic priorities and goals, urban design guidelines and future land use and zoning
- Continue assisting existing and new businesses through the CRA's existing Façade and Tenant Improvement Programs creating target areas in conjunction with development and where visual impact can be made. Additionally, create other incentive programs to assist businesses in connection to sanitary sewer
- Complete Miami-Dade County sewer extension project along 163rd Street and NE 21st Avenue
- Conduct a feasibility analysis of West Dixie Highway streetscape improvements
- Complete a capital improvements and facilities Master Plan for the targeted CRA sub areas of Hanford Boulevard, West Dixie Highway and 19th Avenue
- Implement a marketing and special events program

ADMINISTRATIVE EXPENSES

1. Employee Salary and Fringe (\$ 16,875)

25% Administrative personnel costs charges to the CRA for CRA Coordinator

Total for Salary/Fringe: **\$ 16,875**

2. Annual Audit (\$ 3,150)

The CRA is audited as a part of the City of North Miami Beach's annual audit (CAFR) and, as with all funds, pays its pro-rata share of the cost of the audit.

3. Advertising and Notices (\$ 700)

Legal Notices placed for CRA Workshops / Budget Meetings.

4. Travel (\$ 1,000)

Travel for conventions / seminars and developer meetings.

5. Other Administrative Expenses (\$ 12,916)

Overhead expenses include but are not limited to operating supplies, bank fees, postage, professional organization membership dues, subscriptions to publications, and maintenance agreements. Specifically this amount includes professional memberships for Urban Land Institute, Florida Redevelopment Agency, International Downtown Association subscriptions and publications for South Florida Business Journal.

6. County Administrative Charge (\$ 4,129)

Required County Fee @ 1.5% of County's tax increment contribution.

Total Administrative Expenses including salary/fringe **\$ 38,771**

OPERATING EXPENSES

1. Employee Salary and Fringe (\$ 50,625)

75% of Coordinator's salaries and fringes

2. Contractual Services/Economic Development/Branding (\$60,000)

The Redevelopment Management Associates consultants will continue to assist with, but not limited to, updating the redevelopment plan, negotiating public/private partnerships and the West Dixie Highway feasibility study.

3. Printing and Publishing (\$ 5,000)

Covers the cost of producing agendas / annual reports and other documents required by the CRA Board, the Redevelopment Advisory Board and the Economic Development Commission Board. Also included are developer recruitment packages, welcome packages including annual public information and other documents needed to provide economic overview of the City & CRA.

4. Marketing (\$10,000)

Through promotional activities, the CRA will promote its services and activities to new businesses and developers interested in doing business and applying for existing programs and incentives.

5. Legal Services Costs (\$ 21,500)

Outside (non-City) legal assistance for development agreements/legal issues and attendance at CRA Board & Redevelopment Advisory Board Meetings. The law firm shall provide continuous services as General Counsel and additional services consisting of representation of the CRA, counseling, giving legal advice, formulating legal strategy, and acting as legal counsel with respect to the governance and operations of the CRA. "Legal services" shall include review of contracts and agreements, and the rendering of legal opinions as requested by the CRA or members of its governing board.

A Recorder is contracted to transcribe meeting minutes.

6. Property Improvement Grant Program (\$130,000)

Commercial Façade Improvement and Interior Improvement Programs

Through the Façade Improvement & Interior Improvement Grant Programs, the NMBBCRA will target properties on – West Dixie Highway between NE 163rd Street & 172nd Street to enhance their visibility, attract new business and new development for that area. The grant will pay for 50% of the total cost of an approved project up to a maximum cost 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 project must be approved by the CRA, and is subject to fund availability.

7. Debt Service (\$206,986)

The repayment of borrowed funds for one (1) \$3,000,000 tax exempt loan drawn down in 2007. The loan will expire on 2/1/2027.

Total Operating: **\$ 484,111**

7. Capital and Infrastructure Improvements (\$684,786)

The following is recognized as ongoing and potential future infrastructure improvements within the CRA District:

- Miami Dade County sewer extension project along 163rd Street and NE 21st Avenue \$ 214,885
- Renovations to Hanford Boulevard including new and additional landscaping, pressure cleaning and repairs \$ 45,000
- Feasibility analysis of West Dixie Highway, facilities Master Plan and improvements for for the targeted CRA sub areas of Hanford Boulevard, West Dixie Highway and 19th Avenue \$ 424,900

Total Capital: **\$ 684,785**

	<i>(FY 13-14)</i>	<i>(FY 14-15)</i>
Total Administrative Expenses:	\$ 33,963	\$ 38,771
Total Operating Expenses:	\$ 3,389,322	\$ 484,111
Capital Improvement	\$ 1,716,216	\$ 684,785
Total CRA Budget:	\$ 5,037,009	\$1,207,667

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

NAME OF BOARD/COUNCIL: JOINT COMMUNITY REDEVELOPMENT AGENCY / REDEVELOPMENT ADVISORY BOARD WORKSHOP MEETING

NAME OF PERSON PREPARING SUMMARY: K. MCGUIRE, PROTOTYPE, INC.

NAMES OF STAFF PRESENT: CRA EXECUTIVE DIRECTOR ANA GARCIA, CRA COORDINATOR RACHEL BACH, CRA COORDINATOR RASHA CAMEAU, CHRIS BROWN, KEVIN CROWDER

BOARD MEMBERS PRESENT: CRA CHAIR GEORGE VALLEJO, COMMISSIONER BARBARA KRAMER, COMMISSIONER MARLENE MARTELL, COMMISSIONER PHYLLIS SMITH, COMMISSIONER BETH E. SPIEGEL, RAB CHAIR BRUCE LAMBERTO, RAB VICE CHAIR PRADEL VILME, MARK ANTONIO, JARRET GROSS, ROBERT KRIEBS

TYPE OF MEETING: WORKSHOP

DATE: AUGUST 19, 2014

MINUTES

AGENDA ITEM 1 – WHAT IS COMMUNITY REDEVELOPMENT. The meeting was called to order at 5:41 p.m. and roll was called.

Chris Brown of Redevelopment Management Associates (RMA) provided a brief overview of what is needed for successful Downtown redevelopment, including strong leadership and vision, a strategic plan, and a consistent executive implementer. He noted that redevelopment should begin in one selected area and spread outward from that point. Tax increment financing (TIF) revenue must be generated in order to spur more development.

AGENDA ITEM 2 – WHAT DEFINES SUCCESSFUL REDEVELOPMENT. Mr. Brown cautioned that redevelopment can be a lengthy process, citing the city of Delray Beach as an example. Redevelopment of this municipality took roughly 10 years to complete, and began by addressing parking concerns and bringing restaurants and retail into the city, which stimulated other downtown land uses. Outdoor dining and sidewalk cafés were encouraged by amending Code to allow these uses. Events and the arts were also important aspects of redevelopment, as they brought visitors and tourists into the city. He emphasized the need to attract quality projects.

AGENDA ITEM 3 – NORTH MIAMI BEACH CRA – WHERE IT'S BEEN. CRA Coordinator Rachel Bach gave an overview of the City's CRA, which was created in 2006 and will operate through 2028. The CRA Plan has been updated twice thus far, although its primary goals remain consistent. She pointed out the need to begin redevelopment in a small area and work outward. The largest project undertaken thus far by the CRA is the streetscape improvement of Hanford Boulevard. The CRA has also funded the following projects:

- Improvements to the amphitheater;

- Renovations to the Tennis Center;
- Demolition of existing structures at Taylor Park;
- Purchase and installation of the City's gateway features;
- Resurfacing projects within the Fulford City Center (FCC);
- Improvements to Mishcon Field.

AGENDA ITEM 4 – NORTH MIAMI BEACH CRA – TODAY. Ms. Bach noted that the City will need to invest strategically in further improvements in order to attract redevelopment and bring in greater revenue in the future. Recent accomplishments include repayment of the CRA's \$5 million line of credit, which lessened the debt burden; beautification projects along 163rd Street; the Façade Improvement Program; sanitary sewer implementation in commercial areas of the City; and development of the new Hyatt hotel, which is expected to generate significant tax revenue.

She continued that property prices within the CRA are increasing, and land use and zoning changes, incoming development, and other projects within the area are attracting attention from the development community. Ms. Bach recalled the recent event aimed at developers and brokers, which provided information on properties and opportunities within the City. RMA will represent North Miami Beach at other regional events, including the upcoming International Council of Shopping Centers conference.

AGENDA ITEM 5 – NORTH MIAMI BEACH CRA – FUTURE AND NEXT STEPS. Ms. Bach concluded that the CRA must operate more strategically in the future, developing a five-year Finance Plan that shows how they plan to fund future projects, as well as a strong CRA Plan that lists specific goals and objectives for the CRA along with a timetable in which to accomplish them. Ms. Bach emphasized the need to target two specific areas for commercial property improvement grants: 163rd Street and the West Dixie Highway Corridor. This will create greater connectivity and improve access to and appearance of smaller commercial establishments.

She reviewed potential opportunities for residential and commercial projects in the West Dixie Highway corridor, the Downtown and Uptown areas, the Civic Center and nearby community facilities, and the Hanford Boulevard corridor. The State is working on streetscape improvements for a portion of Dixie Highway, which can be tied into improvements for the Downtown area.

Ms. Bach advised that RMA is working with City Staff to prepare the next year's CRA budget, the CRA Plan, and the five-year Finance Plan. She emphasized the need for feedback from the Boards in order to proceed with the implementation of these plans.

AGENDA ITEM 6 – DISCUSSION AND PRIORITIZATION. The Board members discussed the presentation, including how to attract and encourage specific types of architectural development to the City. Mr. Brown recommended that the City

communicate that no substandard architecture will be approved, with specific guidelines in place to enforce this decision. City Staff should be able to work with developers to ensure an architectural design standard that would create a unique and timeless environment for the CRA.

There was also additional discussion of the proposal to bring more residential development to 163rd Street and West Dixie Highway. It was clarified that this area is seen as a larger business and employment center rather than having the potential for residential development. Ms. Bach explained that the intent is to create programs that will be complementary to the land use and zoning changes currently under consideration. She pointed out that West Dixie Highway is seen as the area that provides the quickest opportunity for investment by developers.

Commissioner Smith asked if the City should consider determining an overriding theme that would dictate the architectural design of new development. It was confirmed that deciding what the City is going to stand for, such as a theme or a specific personality, will be an important aspect of the CRA Plan. Mr. Brown suggested that this could be addressed further at a subsequent workshop.

The City's incentive programs to developers was also discussed, as it was noted that developers would not choose to come to North Miami Beach unless there are reasons for them to do so. Mr. Gross emphasized that the City Commissioners should resist the urge to micromanage the work of the economic development consultants, as this was likely to deter development rather than encourage it. CRA Chair Vallejo strongly agreed with this observation, adding that the redesign of the City's zoning Code is a key element of attracting businesses.

The importance of special events in attracting both small and large business to the CRA was noted, along with the suggestion that the City consider investing in ground-level condominium space in order to convert these spaces to mixed-use development rather than residential. Commissioner Smith asserted the need to encourage small business in particular, as these establishments will play a key role in determining the environment they wish to create in the CRA.

There being no further business to come before the Boards at this time, the meeting was adjourned at 7:15 p.m.