

RESOLUTION NO. 2022-R-178

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY ATTORNEY TO NEGOTIATE A LEASE AGREEMENT, BETWEEN THE CITY OF NORTH MIAMI, AS LANDLORD AND CORAL ROCK DEVELOPMENT GROUP, LLC, AS TENANT, FOR THE THREE (3) CITY-OWNED PROPERTIES GENERALLY LOCATED AT 13100 WEST DIXIE HIGHWAY AND 800 N.E. 132 STREET, SPECIFICALLY IDENTIFIED WITH FOLIO NUMBERS 06-2229-049-0480, 06-2229-049-0490, AND 06-2229-049-0520, FOR A TERM OF SEVENTY (70) YEARS; PROVIDING FOR AN EFFECTIVE DATE AND ALL OTHER PURPOSES.

WHEREAS, the City of North Miami (“City”) owns three (3) parcels of land generally located at 13100 West Dixie Highway and 800 N.E. 132 Street, specifically identified with folio numbers: 06-2229-049-0480, 06-2229-049-0490, and 06-2229-049-0520; and

WHEREAS, the City has received a proposal from Coral Rock Development Group, LLC to lease the three (3) parcels for a term of seventy (70) years with rent abated in exchange for the provision of affordable rental units, said proposal is attached as Exhibit “A”; and

WHEREAS, on June 14, 2022, the City adopted Resolution No. 2022-R-75 approving the lease of two (2) parcels to Coral Rock Development Group, LLC; and

WHEREAS, this resolution contained a scrivener’s error wherein one (1) parcel of land was omitted; and

WHEREAS, the City is desirous of entering into a long-term lease of all three (3) city-owned parcels to provide for the development of affordable housing; and

WHEREAS, the Mayor and City Council believe that it is in the best interest of the City and its residents to negotiate a lease agreement for this purpose; and

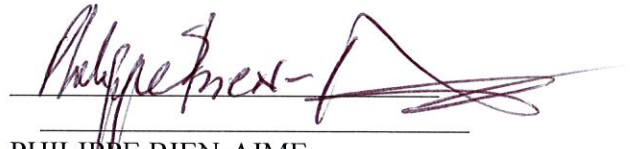
WHEREAS, the Mayor and City Council hereby authorize the City Manager and City Attorney to negotiate an agreement incorporating the proposed terms with the final negotiated lease agreement to be brought back to the Council for final approval.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. Authorization of City Manager and City Attorney. The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager and City Attorney to negotiate a Lease Agreement, between the City of North Miami, as landlord and Coral Rock Development Group, LLC, as tenant, for the three (3) city properties generally located at 13100 West Dixie Highway and 800 N.E. 132 Street, specifically identified with folio numbers: 06-2229-049-0480, 06-2229-049-0490, and 06-2229-049-0520.


Section 2. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a 5-0 vote of the Mayor and City Council of the City of North Miami, Florida, this 25th day of October, 2022.




PHILIPPE BIEN-AIME
MAYOR

ATTEST:



VANESSA JOSEPH, ESQ.
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



JEFF P. H. CAZEAU, ESQ.
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Estimé-Irvin

Seconded by: Galvin

Vote:

Mayor Philippe Bien-Aime	<u>X</u>	(Yes)	<u></u>	(No)
Vice Mayor Alix Desulme, Ed.D.	<u>X</u>	(Yes)	<u></u>	(No)
Councilman Scott Galvin	<u>X</u>	(Yes)	<u></u>	(No)
Councilwoman Kassandra Timothe, MPA	<u>X</u>	(Yes)	<u></u>	(No)
Councilwoman Mary Estimé-Irvin	<u>X</u>	(Yes)	<u></u>	(No)

EXHIBIT “A”

May 10, 2022

Theresa Therilus, City Manager
City of North Miami
776 N.E. 125th Street
North Miami, Florida 33161

Re: Lease Proposal for Property Located at 13100 West Dixie Highway (“Property”)

Dear City Manager:

This Letter of Intent (“LOI”) outlines the terms and conditions of a lease proposal to rent the Property as described below subject to the execution of a lease agreement. The following are the initial terms and conditions.

Tenant:	Coral Rock Development Group, LLC
Landlord:	City of North Miami
Property:	13100 West Dixie Highway, North Miami, Florida
Folio Number:	06-2229-049-0480 06-2229-049-0490 06-2229-049-0520
Use:	The Property shall be used for the construction of a mixed use affordable multi-family residential development.
Rent:	In exchange for providing the affordable rental units the rent will be abated.
Taxes:	Tenant shall be responsible for all applicable taxes.

Security Deposit: No security deposit shall be required under the Lease.

Terms: The initial term shall be a seventy (70) year term.

Options to Renew: Tenant shall have two (2) five (5) year options to renew the Lease in accordance with the Lease terms.

Subleasing: Any subleasing shall require Landlord's consent.

Insurance: Tenant shall maintain liability insurance at an amount requested by the Landlord's Risk Department.

City Council Approval: The parties agree and acknowledge that the Landlord's obligation to enter into a Lease is expressly conditioned upon the approval of the City Council of North Miami.

The above terms are the general business terms and conditions to be covered in the Lease. Neither party will be bound unless and until a mutually acceptable Lease is executed and delivered by both parties and approved by the City Council of North Miami. Nothing contained herein shall be used or relied upon by either party in any evidentiary manner, or otherwise, to subsequently attempt to demonstrate that the parties have entered into any binding agreement or for any other purpose. It is the intent of the parties that no such legally binding agreement shall exist unless and until a formal and definite lease agreement has been negotiated, drafted and approved by the respective parties and their legal counsel and executed and delivered by such parties.

Neither the expenditure of funds by you or any other party or commitments made, or actions taken to implement any of the concepts in this proposal or otherwise shall be regarded as part performance of this letter or otherwise alter or modify the provisions of this paragraph. While the parties may commence or continue negotiations relating to the proposed transaction described in this proposal, each party reserves the right to terminate such negotiations at any time, with or without cause and for any reason, without any liability to the other party.

If the foregoing is acceptable, please acknowledge your agreement by signing below. If you have any questions, please feel free to contact the undersigned.

Sincerely,

David Brown
Coral Rock Development Group, LLC

AGREED AND ACCEPTED

City of North Miami

By: _____

Its: _____

Dated: _____

cc: Jeff Cazeau, City Attorney